



U.S. BRC AGREEMENT

SCHEDULE OF RULES

FOR

EMPLOYEES REPRESENTED BY

**BROTHERHOOD RAILWAY CARMEN DIVISION
TRANSPORTATION COMMUNICATIONS UNION**

**Including all Revisions through
March 2013**

TABLE OF CONTENTS

GENERAL RULES	5
RULE 1. HOURS OF SERVICE.....	5
RULE 2. SHIFTS.....	9
RULE 3. OVERTIME.....	10
RULE 4. DISTRIBUTION OF OVERTIME	11
RULE 5. EMPLOYEES CALLED BUT NOT USED	11
RULE 6. EMERGENCY SERVICE -- ROAD WORK	11
RULE 7. (A) REGULAR ASSIGNED ROAD WORK HOURLY BASIS (OVERTIME)	12
(B) WORK AWAY FROM HOME POINT	12
RULE 8. LUNCH PERIOD	12
RULE 9. CHANGING SHIFTS.....	12
RULE 10. FILLING VACANCIES	12
RULE 11. NEW JOBS/VACANCIES	13
RULE 12. PROMOTION.....	13
RULE 13. EMPLOYEES TRANSFERRED.....	13
RULE 14. ABSENCE FROM WORK	14
RULE 15. PERMISSION TO BE ABSENT FROM WORK.....	14
RULE 16. BEREAVEMENT LEAVE	14
RULE 17. PERSONAL LEAVE.....	15
RULE 18. FAITHFUL SERVICE.....	16
RULE 19. ATTENDING COURT.....	16
RULE 20. JURY DUTY.....	16
RULE 21. PAYROLL/DIRECT DEPOSIT	17

RULE 22. REDUCTION AND RESTORATION OF FORCES.....	17
RULE 23. SENIORITY	19
RULE 24. ASSIGNMENT OF WORK.....	21
RULE 25. WELDING	21
RULE 26. TEMPORARY RELIEF OF FOREMEN	22
RULE 27. GRIEVANCES	22
RULE 28. DISCIPLINE.....	23
WAIVER OF HEARING.....	24
RULE 29. ESTABLISHING COMPETENCY	26
RULE 30. COMMITTEES	26
RULE 31. APPRENTICES	26
RULE 32. APPLICANTS FOR EMPLOYMENT	26
RULE 33. CONDITIONS OF SHOP, ETC.....	27
RULE 34. PERSONAL INJURIES.....	27
RULE 35. THREE DOCTOR PANEL	27
RULE 36. NOTICES	28
RULE 37. FREE TRANSPORTATION.....	29
RULE 38. MILEAGE ALLOWANCE	29
RULE 39. WORKING CONDITIONS.....	29
RULE 40. MISCELLANEOUS	29
RULE 41. CHECKING IN AND OUT.....	29
RULE 42. DISPLACING JUNIOR EMPLOYEES	29
RULE 43. LEAD PERSON.....	30
RULE 44. QUALIFICATIONS	30
RULE 45. CLASSIFICATION OF WORK.....	30

RULE 46. CARMEN APPRENTICES	30
RULE 47. WRECKING CREWS	31
RULE 48. INCIDENTAL WORK	31
RULE 49. INSPECTORS	32
RULE 50. PROTECTION FOR REPAIRMEN	32
RULE 51. ONE PERSON POINTS	32
RULE 52. EMPLOYEE INFORMATION	32
RULE 53. GENERAL PROVISIONS	33
ADDITIONAL MATERIALS	34
APPENDIX A – RATES OF PAY	35
APPENDIX B – DIFFERENTIALS	36
APPENDIX C - COST OF LIVING ALLOWANCE.....	37
APPENDIX D - HEALTH & WELFARE.....	40
APPENDIX E - 401K.....	41
APPENDIX F - EMPLOYEE SHARE INVESTMENT PLAN (ESIP).....	42
APPENDIX G - CONTRACTING OUT	43
APPENDIX H - APPRENTICE AGREEMENTS	44
APPENDIX I – LETTER OF UNDERSTANDING REGARDING SIMPLE TASKS	52
APPENDIX J – UNION SHOP AGREEMENT	53
APPENDIX K – VACATION/NATIONAL VACATION AGREEMENTS.....	59
APPENDIX L - NATIONAL HOLIDAY AGREEMENT	65
INDEX.....	69

PREAMBLE

The material reprinted here is for handy reference. Inclusion in this booklet does not make an agreement of something that is not an agreement, nor does omission of a special agreement or rule(s) necessarily mean that it is no longer in effect.

All memoranda of agreement and/or letters of understanding in effect prior to the effective date of this agreement remain in effect.

In printing this agreement to include applicable parts of the several nationally negotiated agreements and other memoranda now in effect, it was not the intent of the parties signatory here to change, or modify, the application and/or interpretation thereof. Should a dispute arise through the omission of, or slight change in, language used in the original national agreement or other memoranda, the original language shall be controlling, unless or until said language has been subsequently changed, revised, or canceled by agreement or interpretation between the parties involved.

GENERAL RULES

RULE 1. HOURS OF SERVICE

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

Note: The expressions "positions" and "work" used in this schedule of rules 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.

(B) Subject to the exceptions contained in this schedule of rules, a work week of forty hours shall consist of five days of eight hours each, with two consecutive days off in each seven; the work weeks may be staggered in accordance with the Carrier's operational requirements; so far as practicable the days off shall be Saturday and Sunday. The foregoing work week rule is subject to the following provisions:

1. Five-day Positions -
On positions the duties of which can reasonably be met in five days, the days off will be Saturday and Sunday.
2. Six-day Positions -
Where the nature of the work is such that employees will be needed six days each week, the rest days will be either Saturday and Sunday or Sunday and Monday.

3. Seven-day Positions -
On positions which have been filled seven days per week, any two consecutive days may be the rest days with the presumption in favor of Saturday and Sunday.
4. Regular Relief Assignments -
 - a. All possible regular relief assignments with five days of work and two consecutive rest days will be established to do the work necessary on rest days of assignments in six or seven day service or combinations thereof, or to perform relief work on certain days and such types of other work on other days as may be assigned. Where no guarantee rule now exists such relief assignments will not be required to have five days of work per week. (The inclusion of the second sentence of this paragraph shall be without prejudice to the determination of the question of whether or not a guarantee exists).
 - b. Where work is required by the Carrier to be performed on a day which is not a part of any assignment, it may be performed by an available unassigned employee who will otherwise not have forty hours of work that week; in all other cases by the regular employee.
 - c. Assignments for regular relief positions may on different days include different starting times, duties and work locations for employees of the same class at the same seniority point or in the same seniority district, provided they take the starting time, duties and work locations of the employee or employees whom they are relieving.
 - d. Employees assigned to regular rest day relief service who are required to travel from one seniority point to another shall be paid travel time as hereinafter provided:
 - (1) The Carrier shall designate a headquarters point for each regular relief assignment, which shall be changed only after ten (10) days' written notice to the employee affected.
 - (2) If the time consumed in actual travel, including waiting time enroute, from the headquarters point to the work location, together with necessary time spent waiting for the employee's shift to start exceeds one hour and thirty minutes, or if on completion of the employee's shift necessary time spent waiting for transportation plus the time of travel, including waiting time enroute, necessary to return to the employee's headquarters point or to the next work location exceeds one hour and thirty minutes, then the excess over one hour and thirty minutes in each case shall be paid for as working time at the straight time rate of the job to which traveled.
 - (3) Where an employee is required to travel from the employee's headquarters point to another point outside the environs of the city or town in which the employee's headquarters point is located, the

Carrier will either provide transportation without charge or reimburse the employee for such transportation cost. ("Transportation" means travel by rail, bus or private automobile and "transportation cost" means the established passenger fare or automobile allowance where automobile is used, see Rule 38.)

(4) When such employees are unable to return to their headquarters on any day they shall be entitled, in addition to the allowances under paragraphs (2) and (3) of this rule, to reimbursement for actual necessary cost of lodging and two meals per day while away from headquarters, with a maximum of \$22.00 per day i.e., the 24-hour period following the time when the employee's last shift began - but on such days they shall not be paid for any hours after their assigned hours unless actually working, or traveling to another work location. Accommodations on a sleeper may be furnished in lieu of the lodging above provided for and time spent on the sleeper will not be considered travel.

(5) An employee who performs rest day relief service on an assignment covered by other travel time rules in this agreement will be covered by such rules while on duty in place of the relieved employee, but the employee's travel to and from the headquarters of the relieved employee will be subject to this rule.

(6) The Carrier will make such relief assignments so as to have, consistent with the requirements of the service and other provisions of this agreement, a minimum amount of travel and time away from home for the employees involved, and at the request of the National Representative the Carrier's representative will meet to discuss questions that may be raised as to such assignments.

(7) It is understood that this rule applies only to regular rest day relief assignments and does not change or modify the application of other travel time rules in this agreement.

5. Deviation from Monday-Friday week

If in positions or work extending over a period of five days per week, an operational problem arises which the Carrier contends cannot be met under the provisions of paragraph 1 of this rule, and requires that some of such employees work Tuesday to Saturday instead of Monday to Friday, and the employees contend the contrary, if the parties fail to agree thereon and the Carrier nevertheless puts such assignments into effect, the dispute may be processed as a grievance or claim under the rules agreement.

6. Nonconsecutive Rest Days -

The typical work week is to be one with two consecutive days off. Therefore, when an operating problem is met which may affect the consecutiveness of the rest days of positions or assignments covered by paragraphs 2, 3 and 4 the following procedure shall be used:

- a. All possible regular relief positions shall be established pursuant to paragraph 4.
- b. Possible use of rest days other than Saturday and Sunday, by agreement or in accordance with other provisions of this agreement.
- c. Efforts will be made by the parties on the accumulation of rest time and the granting of longer consecutive rest periods.
- d. 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.
- e. If the foregoing does not solve the problem, then some of the relief employees may be given nonconsecutive rest days.
- f. If after all the foregoing has been done there still remains service which can only be performed by requiring employees to work in excess of five days per week, the number of regular assignments necessary to avoid this may be made with two non-consecutive days off.
- g. 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 withholding work from additional relief employees.
- h. 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 days per week.

7. Rest Days of Extra or Furloughed Employees -

To the extent furloughed employees may be utilized, their days off need not be consecutive; however, if they take the assignment of a regular employee they will have as their days off the regular days off of that assignment.

8. Beginning of Work Week -

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

9. Sunday Work -

Existing provisions that punitive rates will be paid for Sunday as such are eliminated. The elimination of such provisions does not contemplate the reinstatement of work on Sunday which can be dispensed with. On the other hand, a rigid adherence to the precise pattern that may be in effect immediately prior to September 1, 1949, with regard to the amount of Sunday work that may be necessary is not required. Changes in amount or nature of traffic or business and seasonal 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.

RULE 2. SHIFTS

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

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

Interpretation of Rule 2

(A) When one shift is employed, the starting time shall be not earlier than 7 a.m. and not later than 8 a.m. The time and length of the lunch period (paragraphs "a" and "b") shall be subject to agreement between the local officers and employees committee, but within the limits of the fifth hour.

(B) Where two shifts are employed, the starting time of the first shift shall be governed by paragraph (a) and the second shift shall start following the first shift or not later than 8:00 P.M.

(C) Where three shifts are employed, the starting time of the first shift shall be governed by paragraph (a), and the starting time for each following shift shall be regulated accordingly. The spread of each shift shall consist of eight (8) consecutive hours, including an allowance of twenty (20) minutes for lunch within the limits of the fifth hour.

(D) The time established for the commencing and quitting work for all employees of all crafts on each shift shall be the same at the point where employed but where three shifts are worked by running repair forces, and two shifts by shop forces, the quitting time of the first shift, and the

commencing and quitting time of the second shift, of the shop forces will be governed by the provisions of paragraph (b).

(E) It is agreed that the requirements of this rule may be waived at outlying points and/or in certain extraordinary cases when service requirements will govern, subject to approval or change by management and General Committee.

RULE 3. OVERTIME

(A) 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.

(B) Work performed on days designated as holidays shall be paid for at the rate of time and one-half.

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

(C) Hourly rated employees required to 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 6 of Rule 1B.

(D) Hourly rated 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 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 6 of Rule 1B.

(E) Service performed by a regularly assigned hourly or daily rated employee on the second rest day of the employee's assignment shall be paid at double the basic straight time rate provided the employee has worked all the hours of the employee's assignment in that work week and has worked on the first rest day of the employee's 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 thereof.

(F) There shall be no overtime on overtime, neither shall overtime hours paid for, other than hours not in excess of eight paid for at overtime rates on holidays or for changing shifts, be utilized in computing the 40 hours per week, nor shall time paid for in the nature of arbitraries or special allowances such as attending court, travel time, etc. be utilized for this purpose, except when such payments apply during assigned working hours in lieu of pay for such hours, or where such time is now included under existing rules in computations leading to overtime.

(G) For continuous service after regular working hours, employees will be paid time and one-half on the actual minute basis with a minimum of one (1) hour straight time for any such service performed.

(H) Employees shall not be required to work more than two (2) hours after regular bulletined hours without being permitted to go to meals, time taken for meals will not terminate the continuous service period and will be paid for up to thirty (30) minutes.

(I) Employees called back to work after leaving the company premises will be paid time and one-half for every hour worked, with a minimum time allowance of four (4) hours for two (2) hours and forty (40) minutes work or less, and will be required to do only such work as called for or other emergency work which may have developed after they were called and cannot be performed by the regular force in time to avoid delays to train movement.

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

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

(L) Service rendered by an employee on the employee's assigned rest day, or days, will be paid for under applicable "call rules."

(M) Service rendered by an employee on the employee's assigned rest day, or days, filling an assignment which the Carrier requires be worked eight (8) hours on such day, will be paid eight (8) hours at the overtime rate, except that where the employee does not report at starting time of the assignment to be filled, the employee will be paid for actual time worked, but not less than provided under applicable "call rules." Those who are called will be advised as soon as possible after vacancies become known.

RULE 4. DISTRIBUTION OF OVERTIME

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

RULE 5. EMPLOYEES CALLED BUT NOT USED

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

RULE 6. EMERGENCY SERVICE -- ROAD WORK

Employees sent out on the line of road to fill vacancies or for any other emergency shall be allowed time from the designated reporting time, until they return to a designated place, as follows: time and one-half during shop overtime hours and straight time during shop straight time hours, while working; straight time will be allowed for all time engaged in waiting for trains or traveling, except wrecking crews only, who will be allowed time and one-half while waiting for trains or traveling, in other than regular bulletined shop hours,

and if during their hours on the road away from home station there should be an opportunity to go to bed for five hours or more, such time as the employees are relieved from actual service will not be paid for.

Where meals and lodging are not provided by the railroad, actual expenses will be allowed and employees will receive all expense allowance not later than the time they are paid for the service rendered.

Employees will be called as nearly as possible one hour before leaving time and on their return will deliver tools at designated places.

RULE 7. (A) REGULAR ASSIGNED ROAD WORK HOURLY BASIS (OVERTIME)

Employees regularly assigned to road work whose tour of duty is regular and who leave and return to home station daily (a boarding car to be considered a home station), shall be paid continuous time from the time of leaving the home station exclusive of meal period, as follows: time and one-half during shop overtime hours and straight time hours, while working; straight time will be allowed for all time engaged in waiting for trains or traveling.

(B) WORK AWAY FROM HOME POINT (OTHER THAN REGULAR ASSIGNED ROAD TRUCK)

Employees may be sent to another seniority point to supplement the workforce to address temporary fluctuations in work once the Carrier has exhausted the local overtime board. If it becomes necessary to temporarily transfer employees outside of their home point, requests for voluntary transfer will be granted in seniority order. In the event sufficient volunteers are not received, the most junior qualified carmen may be sent. It is understood they will not establish seniority and where meals and lodging are not provided by the railroad, actual expenses will be allowed.

RULE 8. LUNCH PERIOD

Employees required to work during, or any part of the lunch period, shall receive pay for the length of the lunch period regularly taken at point employed, at straight time and will be allowed necessary time to procure lunch, not to exceed thirty (30) minutes, without loss of time.

This does not apply where employees are allowed the twenty (20) minutes for lunch without deduction therefor.

RULE 9. CHANGING SHIFTS

(A) Employees changed from one shift to another will be paid overtime rate for the first shift of each change. Employees working two shifts or more on a new shift shall be considered transferred. This will not apply when shifts are exchanged at the request of the employees involved.

(B) Regular relief assignments will be excepted from penalty payments upon change of shift for shift changes included in relief assignments.

RULE 10. FILLING VACANCIES

(A) When an employee is required to fill the place of another employee receiving a higher rate of pay, the employee shall receive the higher rate; but if required to fill

temporarily the place of another employee receiving a lower rate, the employee's rate will not be changed.

(B) Employees serving on night shift desiring day work shall have preference when vacancies occur, according to their seniority.

RULE 11. NEW JOBS/VACANCIES

When new jobs are created or vacancies occur in the craft, the oldest employee in point of service will be given preference for assignment thereto. All new jobs or vacancies in the craft will be bulletined for five days before being filled permanently except that jobs or vacancies of less than thirty (30) days duration need not be bulletined. Employees desiring to avail themselves of this rule will make application to the official in charge and a copy of the application will be given to the local chairperson.

An employee awarded a bulletined position will be transferred promptly to such position after issuance of assignment bulletin. An employee not so transferred within three calendar days after date of assignment bulletin will thereafter receive the rate of the position occupied or the position to which assigned, whichever is higher, and in addition will be paid the following amounts:

- (a) First ten working days: \$3.00 per day
- (b) Second ten working days: \$6.00 per day
- (c) Third ten working days: \$10.00 per day
- (d) Thereafter. \$20.00 per day

RULE 12. PROMOTION

Carmen will be considered for promotion to official, supervisory and excepted positions.

All journeymen carmen promoted to official, supervisory (including yardmaster positions), or excepted positions from crafts or classes represented by BRC shall be required to pay an appropriate monthly fee, not to exceed monthly union dues, in order to retain and continue to accumulate seniority. Promoted apprentices will be covered by the Apprentice Agreement, see Appendix H.

A supervisor whose payments are delinquent shall be given a written notice by the appropriate National Representative of the amount owed and ninety (90) days from the date of such notice to cure the delinquency in order to avoid seniority forfeiture.

An employee who is removed from such position by the Company (other than through dismissal for cause) shall be entitled, within five (5) working days, to displace any employee with less seniority on the seniority roster from which promoted or bid on a bulletined vacancy, if one is available.

Promoted employees who voluntarily relinquish such positions will be entitled to bid on a bulletined position, if one is available, or displace any apprentice.

RULE 13. EMPLOYEES TRANSFERRED

Employees transferred from one point or seniority district to another, with a view of accepting a permanent transfer, will after thirty (30) days, lose their seniority at the point they left, and their seniority at the point to which transferred will begin on date of

transfer, seniority to govern. Employees will not be compelled to accept a permanent transfer to another point or seniority district.

If a journeyman who has served apprenticeship is required or permitted to transfer to another seniority district, the journeyman will not be barred from working because of unfamiliarity with work processes that were not included in the apprentice training. The company will offer the training reasonably necessary to provide him with the opportunity to qualify.

RULE 14. ABSENCE FROM WORK

(A) When the requirements of the service will permit, employees, on written request, will be granted leave of absence for a limited time, with privilege of renewal. An employee absent on leave who engages in other employment will result in loss of seniority unless special provision shall have been made in writing therefor with the proper official and committee representing the employee.

(B) An employee reporting for duty after leave of absence, vacation, sickness, disability, or suspension, or for any other legitimate cause, shall return to the employee's regular position and may within five (5) working days exercise seniority to any position in any craft or class in which the employee holds seniority, bulletined during the employee's absence. If during the employee's absence, the employee's regular position has been abolished, or filled by a senior employee in the exercise of seniority, the employee may within five (5) working days after reporting for duty exercise seniority.

RULE 15. PERMISSION TO BE ABSENT FROM WORK

No employee shall be absent from work for any cause without first obtaining permission from the employee's foreman, if possible, except in case of sickness, when the employee shall notify the foreman as soon as possible. "Personal business" will be sufficient reason to request leave of absence without detailed explanation thereof.

RULE 16. BEREAVEMENT LEAVE

Employees in active service shall be entitled to bereavement leave of three (3) work days, to be taken at the discretion of the employee, upon furnishing proof of death of the employee's immediate family member. Bereavement leave will be taken within six months from the date of death of the employee's immediate family member. For purposes of this rule, immediate family consists of the employee's spouse, child, parent, grandparent, grandchild, brother, sister, half-brother, half-sister, step-parent, step-child and spouse's parent. In such cases, a basic day's pay at the rate of the last service rendered will be allowed for each of the three (3) days. Employees will make provision for taking leave with their supervisor in the usual manner.

- Family relationships created through the legal adoption process shall qualify for bereavement leave. Any other family relationship not specifically mentioned shall be excluded.
- Bereavement leave non-availability shall be considered neutral for determining the qualifying day for holiday pay purposes. The work day preceding or following the employee's

bereavement leave, as the case may be, shall be considered the qualifying day for holiday pay purposes.

RULE 17. PERSONAL LEAVE

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

(1) Employees who have met the qualifying vacation requirements during eight calendar years shall be entitled to one day of personal leave in subsequent calendar years;

(2) Employees who have met the qualifying vacation requirements during seventeen calendar years shall be entitled to two days of personal leave in subsequent calendar years.

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

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

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

Interpretation of Rule 17

(Agreed on Examples)

The following examples are intended to demonstrate the intention of the parties concerning application of the qualifying requirements set forth in Paragraph (A) of this Rule:

Example No. 1

Employee "A" was hired during the calendar year 1974 and rendered compensated service on a sufficient number of days in such year to qualify for a vacation in the year 1975. The employee also rendered compensated service on the required number of days in the years 1976 through 1981, but not during the year 1975.

This employee would not be entitled to one day of personal leave in the year 1982 because of not having met the qualifying vacation requirements during eight calendar years prior to January 1, 1982.

Example No. 2

Employee "B" also was hired during the calendar year 1974 and rendered compensated service on a sufficient number of days in such year to qualify for a vacation in the year 1975. This employee also rendered compensated service on the required number of days in each of the years 1975 through 1981.

This employee would be entitled to one day of personal leave in the year 1982 by virtue of having met the qualifying vacation requirements during eight calendar years prior to January 1, 1982.

Example No. 3

Employee "C" was hired during the calendar year 1973 and rendered compensated service on a sufficient number of days in such year to qualify for a vacation in the year 1974. This employee also rendered compensated service on the required number of days in the years 1974 through 1980, but not during the year 1981.

This employee, despite not rendering compensated service on the required number of days in the year 1981, would be entitled to one day of personal leave in the year 1982 by virtue of having met the qualifying vacation requirements during eight calendar years prior to January 1, 1982.

RULE 18. FAITHFUL SERVICE

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 on such light work in their line as they are able to handle.

RULE 19. ATTENDING COURT

When attending court as witnesses for the company, employees will be reimbursed for actual necessary expenses and be paid for eight (8) hours for each day away from work, and for Sundays and holidays when away from home station. When necessary the company will furnish transportation and will be entitled to certificates for witness fees in all cases.

RULE 20. JURY DUTY

When a regularly assigned employee is summoned for jury duty and is required to lose time from the employee's assignment as a result thereof, the employee shall be paid for actual time lost with maximum of a basic day's pay at the straight time rate of the employee's position for each day lost less the amount allowed the employee for jury service for each such day, excepting allowances paid by the court for meals, lodging or transportation, subject to the following qualification requirements and limitations:

(1) An employee must furnish the Carrier with a statement from the court of jury allowances paid and the days on which jury duty was performed.

(2) The number of days for which jury duty pay shall be paid is limited to a maximum of 60 days in any calendar year.

(3) No jury duty pay will be allowed for any day as to which the employee is entitled to vacation or holiday pay.

(4) When an employee is excused from railroad service account of jury duty, the Carrier shall have the option of determining whether or not the employee's regular position shall be blanked, notwithstanding the provisions of any other rules.

(5) Except as provided in paragraph (6), an employee will not be required to work on the employee's assignment on days on which jury duty:

- (a) ends within four hours of the start of the employee's assignment; or
- (b) is scheduled to begin during the hours of the employee's assignment or within four hours of the beginning or ending of the employee's assignment.

(6) On any day that an employee is released from jury duty and four or more hours of the employee's work assignment remain, the employee will immediately inform the employee's supervisor and report for work if advised to do so.

RULE 21. PAYROLL/DIRECT DEPOSIT

At the Company's discretion all employees may be paid weekly or bi-weekly to the direct deposit account the employee designates.

Where there is a shortage equal to one (1) day's pay or more in the pay of an employee, upon request, a payment will be made as soon as possible to cover the shortage.

RULE 22. REDUCTION AND RESTORATION OF FORCES

(A) When the force is reduced, seniority as per Rule 23 will govern, the employees affected to take the rate of the job to which they are assigned. Five (5) working days' notice will be given the employees affected before reduction is made, and list will be furnished the local committee. This will not apply during temporary work afforded employees while forces are furloughed.

In the restoration of forces, senior laid off employees will be given preference in returning to service, if available within a reasonable time, and shall be returned to their former position if possible. The local committee will be furnished a list of employees to be restored to service. In the reduction of force the ratio of apprentices shall be maintained.

NOTE: The words "if available within a reasonable time" are interpreted to mean "within fifteen (15) days from date of letter or telegram sent to employee's last filed address, unless proof of disability is furnished within said limits."

(B) Rules, agreements or practices, however established, that require advance notice to employees before temporarily abolishing positions or making temporary force reductions are

hereby modified to eliminate any requirement for such notices under emergency conditions, such as flood, snow storm, hurricane, tornado, earthquake, fire or labor dispute other than as covered by paragraph (C) below, provided that such conditions result in suspension of a Carrier's operations in whole or in part. It is understood and agreed that such temporary force reductions will be confined solely to those work locations directly affected by any suspension of operations. It is further understood and agreed that notwithstanding the foregoing, any employee who is affected by an emergency force reduction and reports for work without having been previously notified not to report, shall receive four hours' pay at the applicable rate.

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

(D) 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.

(E) Employees furloughed on account of reduction in force who desire to seek employment elsewhere, will, upon application, be furnished with transportation to any point desired on the system, when not contrary to national or state laws or the general practice in effect on these properties regarding the restriction of such transportation.

(F) (1) Qualified furloughed employees will be given preference to positions at other points, with privilege of returning to home station when force is increased, such transfer to be made without expense to the company, seniority to govern.

(2) For purposes of this Agreement, an employee's seniority date will be considered to be the employee's earliest seniority date in the appropriate category on the IC.

(3) An employee who intends to work at another point must report to the employing officer at the point to which the employee intends to transfer at any time following the effective date of the employee's furlough from the last point worked and at least five (5) working days prior to the date a position is to be filled.

(4) To be granted preference under Paragraph (1) above, the employee must provide prior experience, seniority date(s), and date last worked to the employing officer.

(5) If the position the employee intends to fill is currently occupied by an advanced apprentice, the transferring employee may not assume the position until the advanced apprentice is given a five (5) working day notice concerning being set back or furloughed.

(6) Seniority of employees transferring under the provisions of this agreement will start at the seniority point to which transferred with date pay starts, unless otherwise provided.

(7) When employees transferred under provisions of this agreement are recalled to service at any point at which they have previous seniority, they must decide at

which point of the points involved they will continue to hold seniority, submitting their decision in writing to the appropriate employing officers and local chairperson within five (5) working days of the date the vacancy exists. Such employee will thereafter forfeit seniority at the point(s) at which the employee fails to protect it.

(8) This agreement does not prohibit the company from filling any vacancy on a temporary basis under existing rules and agreements. Employees working on a temporary basis will not accumulate seniority.

RULE 23. SENIORITY

The seniority rosters will be posted in January of each year and will be open to inspection and copy furnished the committee. Unless employees in active service make a written protest within thirty (30) days from the date of posting the seniority roster, dates shown thereon will not thereafter be changed.

When multiple employees establish seniority on the same date, they will be placed on the roster in birth date order, oldest first.

The seniority of any employee 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 any employee protection order or arrangement.

Apprentices establish seniority upon completion of the prescribed related instruction and 732 days worked (see Appendix H, Apprentice Agreements.)

Seniority of employees covered by this agreement shall be in each of the following departments: Pattern Makers, Upholsterers, Painters and Other Carmen, on the following territories:

- B&LE: Separate seniority rosters shall be maintained for each point.
- CCP: Seniority shall be the entire Chicago, Central and Pacific Railroad west of Mile Post 36.
- DMIR: System seniority including territory of DM&IR and DWP.
- GTW: System seniority as set forth below.
- IC: Separate seniority rosters shall be maintained for each point, as well as for the IC Chicago Terminal Seniority District.
- WC: Three seniority districts: (1) Fond du Lac and Green Bay, (2) Stevens Point and (3) Gladstone

GTW SENIORITY

Effective March 12, 2013, all GTW seniority points will be merged into one roster, to be known as the "GTW Terminal Carmen Seniority Roster." A GTW Terminal Apprentice Carmen seniority roster will be created in the same manner.

Employees will be dovetailed and ranked in seniority order on the merged GTW Terminal Roster in accordance with the oldest seniority date established on any of the existing rosters within the GTW. Seniority rights of such employees will hereafter apply to the entire GTW Terminal.

If two or more employees have the same seniority date on the new GTW Terminal Roster hereby established, the names of the employees will be placed on the roster in birth date order, oldest first.

Each journeyman whose name appears on the present rosters will have a "prior rights" designation placed after their name on the consolidated roster to show the location at which they hold seniority on the date of this agreement, as follows:

BC	Battle Creek
D	Detroit/Moterm
F	Flint
FR	Flat Rock/East Yard/Rouge
L	Lansing
P	Pontiac

Journeymen hired after the effective date of this agreement will establish a prior rights designation at the location where they start their employment. Prior rights is applicable when an employee exercises displacement rights or when an employee bids on a bulletined position. When vacancies occur at any location, they will be bulletined at all locations and all employees will have the right to bid on such positions. Such positions will be awarded to senior, qualified bidders in the following order:

- a. To employees with "prior rights" to positions where the vacancy exists. For example, employees with the designation "BC" following their name will have prior rights to vacancies only at Battle Creek, those with the designation "L" following their name will have prior rights to vacancies only at Lansing.
- b. If no bids are received from employees with prior rights at the location where the vacancy exists, the senior applicant will be awarded the position.

In the event of the abolishment of positions or reduction in forces, displaced employees must exercise seniority to positions they are qualified to fill and which are held by junior employees without prior rights protection at that location.

Apprentices will establish a prior rights designation upon the completion of their apprenticeship at the location where they complete their apprenticeship, including those hired after the date of this agreement. During their apprenticeship, for training purposes, it is understood they may work at multiple GTW work locations.

The GTW Terminal Seniority Roster will be posted on or about March 15, 2013. Any grievance regarding placement on the GTW Terminal roster must be filed by April 15, 2013. The roster will reflect where an employee may have recall rights due to their furlough status from said location(s).

It is understood that the provisions set forth in this agreement will not affect the protective benefits provided in the GTW/DTI/DTSL merger protective agreements.

Employees that are required to relocate anywhere on the GTW or IC to retain their protective benefits will be entitled to the relocation benefits as negotiated between the parties if they are required to move their primary residence and relocate more than seventy-five normal travel route miles from their former work location. An individual may accept a voluntary furlough status if the only positions to which such individual may exercise seniority or bid to an available position are located more than seventy-five miles from their former work location. Individuals on voluntary furlough status will not be entitled to any protective benefits and must return to work as soon as a permanent position becomes available within seventy-five miles of their former work location.

RULE 24. ASSIGNMENT OF WORK

None but mechanics or apprentices regularly employed as such shall do mechanic's 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 National Representative of the organizations affected. Any disputes over the application of this rule shall be handled as provided hereinafter.

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 National Representative 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 a grievance as provided in Rule 27 and pending the disposition of the dispute the Carrier may proceed with or continue its designation.

RULE 25. WELDING

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 when engaged in wrecking service or cutting up scrap. Mechanics and Apprentices in the reclamation operation, will so far as practicable, perform the work of their craft.

RULE 26. TEMPORARY RELIEF OF FOREMEN

Employees assigned temporarily in the relief of foremen will be paid the rate established by the company.

It is understood a carman may work his bulletined position to perform the work of the craft and may also perform relief foreman duties in the same 24-hour period if an urgent manpower situation arises. However, he may not perform the work of the craft beyond his bulletined assignment in the same 24-hour period and may not perform work of the craft while serving in the capacity of relief foreman.

RULE 27. GRIEVANCES

If employees subject to this agreement believe that they have been unjustly dealt with, or any of the provisions of this agreement have been violated, the case 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 the employee's 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 the Carrier's 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.

*** All written correspondence requirements of Rule 27 must be met by transferring documents electronically via the Company's designated electronic system, after training is provided.**

(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 the employee's 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.

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

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

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

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

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

RULE 28. DISCIPLINE

(A)(1) An employee shall not be disciplined or dismissed without a fair and impartial hearing, unless such employee shall accept such discipline in writing and waive formal hearing. Such waiver must be made in the presence of a duly authorized representative of the organization, on a form agreed to and set forth below.

Discussion of the waiver shall not constitute an admission of guilt by the employee or prejudgment by the Company and may not be made part of the hearing record.

WAIVER OF HEARING

The undersigned employee waives hearing on the charges contained in the notice of hearing dated _____ and agrees to accept the following discipline:

NOTE: This form is not to be used when an employee is dismissed. The discipline to be assessed shall be stated in full in the space provided above prior to acceptance by the employee.

Employee Name

Witness:

Approved By:

Authorized Representative

Company Representative

- (2) Suspension pending a hearing will not be permitted except in serious cases such as use of intoxicants or drugs while on duty, theft of company property, gross insubordination or vicious conduct.
- (3) If an employee is held out of service pending a hearing and decision, and if discipline is assessed, the period so held from service shall be deemed to be included in any disciplinary period thereafter involved. If no discipline is assessed, the employee shall be reinstated promptly with seniority rights and vacation benefits unimpaired and shall be made whole for all wage loss.
- (B) (1) Notice of such hearing, stating the precise charge or charges, will be given to the employee in writing at least ninety-six (96) hours prior to such hearing. A copy of such notice will be furnished to the duly authorized representative.
- (2) Any portion of the employee's past work record to be cited at the hearing shall be given to the employee with the notice of hearing. The company shall furnish the local chairperson or committeemen copies of all written statements to be presented at the hearing, at least twenty-four (24) hours prior to the hearing.
- (C) (1) The hearing shall be held within twenty-one (21) days from the time the company has knowledge of the offense(s) under investigation unless it has been postponed by request of either the employee, the duly authorized representative, or the company.
- (2) If the hearing is not held within the specified time, no action will be taken by the company on the charge(s) and no notation shall be entered on the employee's record.

- (D) The employee shall have reasonable opportunity to secure the presence of necessary witnesses and shall have the right to be represented by the duly authorized Committee. The employee charged and the duly authorized representatives shall have the right to be present throughout the entire hearing and shall be permitted to examine and cross-examine all witnesses.
- (E) Hearing will be held at the charged employee's headquarters, the location where the alleged incident occurred, or in the absence of available office space and a stenographer at the above locations, at the nearest point where these conditions can be met, unless an alternate site is mutually agreeable to the Hearing Officer and the duly authorized representative.
- (F) Hearing will be held without loss of time to the Committee, not to exceed three.
- (G) (1) The decision shall be rendered and transmitted in writing to the employee, with copy to the duly authorized representative, within twenty-one (21) days after completion of the hearing. If a decision is not rendered within the specified time, no action will be taken by the company and the employee's record will be cleared.
- (2) A transcript will be made of the hearing and a copy shall be furnished the duly authorized representative at the time the decision is rendered, if discipline is assessed. The employee and/or the employee's duly authorized representative shall have the right to record the proceedings of the hearing. This provision will not be used to delay or postpone the hearing.
- (3) If discipline is not assessed, all correspondence and reference to the charges and formal hearing will be cleared from the employee's record.
- (H) (1) An employee dissatisfied with the decision of the Hearing Officer shall have the right to appeal, either in person or through a duly authorized representative, provided written claim or grievance is presented directly to the highest officer of the Carrier designated to handle disputes under the Railway Labor Act within sixty (60) days from the date of receipt of the decision rendered. The preliminary appeal steps in the various agreements are waived. Except as provided in this paragraph, the provisions of the applicable time limit on claims rules govern.
- (2) The above paragraph shall not apply to requests for leniency, which must be handled with the appropriate division officer.
- (3) Following appeal if the final decision determines that the charge(s) against the employee are not sustained or the discipline is excessive, the record shall be cleared or the discipline reduced or modified; if suspended or dismissed, the employee shall be reinstated promptly with seniority rights and vacation benefits and rights unimpaired and shall be made whole for all wage loss incurred during the time period discipline is held to be improper or excessive.
- (4) An employee who is suspended or dismissed from service and is thereafter awarded full back pay for all time lost as a result of such suspension or dismissal

will be covered under Health and Welfare Plans as if the employee had not been suspended or dismissed in the first place.

- (I) The Hearing Officer(s) will not testify as a witness. The Hearing Officer's sole duty at the hearing will be to conduct the hearing in a fair and impartial manner.
- (J) (1) The posting of any document to the employee's record that might adversely affect such employee in a disciplinary hearing shall not be permitted unless such employee is furnished a copy and acknowledges receipt.

(2) Should the employee disagree with or dispute the validity of such document, the employee may:
 - a. Refute in writing within ten (10) days of receipt of such document and such shall be made part of the employee's personal record along with the original document, or
 - b. Request and be entitled to a hearing, as provided in this rule, provided such request is made within ten (10) days of receipt of such document.
- (3) If the hearing referred to in b. above reveals the document is unjust, it shall be removed from the employee's record. If discipline is assessed, such will be handled in accord with the provisions of this discipline rule.

RULE 29. ESTABLISHING COMPETENCY

An employee entering the service and remaining therein thirty (30) days will thereby establish competency.

RULE 30. COMMITTEES

The Company will not discriminate against any committee members who, from time to time, are delegated to represent other employees, and will grant them leave of absence and free transportation, when not contrary to the general practice in effect on the properties, regarding the restriction of such transportation.

RULE 31. APPRENTICES

Apprentices' training is governed by Appendix H.

RULE 32. APPLICANTS FOR EMPLOYMENT

(A) Applicants for employment may be required to take physical examinations at the expense of the Carrier to determine the fitness of the applicant to reasonably perform the service required in the employee's craft or class. They will also be required to make a statement showing address of relatives, necessary four (4) years' experience, and name and local address of last employer.

(B) Applications of new employees shall be approved or disapproved within one hundred twenty (120) days after the applicant begins work. Applications disapproved by the Carrier must be declined in writing to the applicant.

(C) An employee who has been accepted for employment in accordance with (B) above, will not be terminated or disciplined by the Carrier for furnishing information in connection with an application for employment or for withholding information unless the information involved was of such serious nature that the employee would not have been hired if the Carrier had had timely knowledge of such information.

(D) Copy of record of previous experience of applicants, as set forth in applicable agreements, and as recorded on application shall be furnished to local chairperson.

RULE 33. CONDITIONS OF SHOP, ETC.

(A) Good drinking water and ice will be furnished. Sanitary drinking fountains will be provided where practicable. With the co-operation of employees, pits and floors, lockers, toilets, and washrooms will be kept in a clean, dry and sanitary condition. Shops, locker rooms and washrooms will be lighted and heated in the best manner possible consistent with the source of heat and lights available at the point in question.

(B) The management, with the co-operation of the employees, will keep shops and yards in a clean and sanitary condition and all machinery and tools in a safe and working condition.

RULE 34. PERSONAL INJURIES

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

RULE 35. THREE DOCTOR PANEL

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

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

employee in writing within fifteen (15) days. If the Chief Medical Officer agrees with the medical statement from the employee's physician, the employee shall be returned to service and be made whole for wages lost, except for the thirty (30) day exemption period mentioned above.

(B) Should the employee disagree with the Chief Medical Officer's decision following the latter's review of the medical evidence presented, the employee or the employee's representative may, provided the employee does so within fifteen days after receipt of the decision, request a three-doctor panel, which shall be established as promptly as possible after receipt of the request by the employee or the employee's representative. The panel shall be composed of a doctor of the employee's choice, a doctor of the company's choice and a doctor selected by the other two. The partisan doctors may present to the third doctor any evidence bearing on the dispute they consider pertinent. The panel shall determine within thirty (30) days of its establishment whether the employee's physical condition meets standards reasonably related to the position the employee can hold in accordance with the employee's seniority. A majority decision shall govern.

(C) Expenses involved in the application of the rule will be handled by the company paying its doctor, the employee paying the doctor of the employee's choice, and the expenses of the third doctor, including such X-rays and laboratory examinations as the third doctor may require, being divided equally between the company and the employee involved.

(D) An employee returned to service on the basis of the decision of the three-doctor panel will be made whole as to wages lost (with the exception of the thirty-day exemption period mentioned in Paragraph (A)) due to disqualification in the event the three-doctor panel concludes the employee's condition did not warrant disqualification.

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

(F) In the event the employee or the employee's representative does not appeal the Chief Medical Officer's decision within the time limit specified herein, the employee shall be considered as having accepted the decision until after a minimum of six (6) months interval, at which time the employee may again come in for examination by the company doctor, in which event the procedure described hereinabove shall be followed. Should the Chief Medical Officer fail to meet the time limit specified in the penultimate sentence of Paragraph A, the employee shall be made whole as to wage loss between the date the Chief Medical Officer should have made the decision and the date the employee receives the decision.

RULE 36. NOTICES

A place will be provided inside all shops and roundhouses where proper notices of interest confined to subjects in which the management and employees only are interested, may be posted.

RULE 37. FREE TRANSPORTATION

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

RULE 38. MILEAGE ALLOWANCE

The mileage allowance for the approved use of a personal automobile in the performance of work will be the IRS rate in effect at the time of the use.

RULE 39. WORKING CONDITIONS

(A) Employees will not be required to work on engines or cars 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 or cars 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.

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

(C) No employee will be required to work under a locomotive or car without being protected by proper signals. Where the nature of the work to be done requires it, locomotives and passenger cars will be placed over pits, if available.

RULE 40. MISCELLANEOUS

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

(B) When necessary to repair or inspect cars on the road or away from the shops, carmen with sufficient help will be sent out to perform such work if it is necessary.

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

RULE 41. CHECKING IN AND OUT

When employees are required to check in and out on their own time, those in service at the end of the week will be allowed one hour.

RULE 42. DISPLACING JUNIOR EMPLOYEES

The exercising of seniority to displace junior employees, which practice is usually termed "rolling" or "bumping" will not be permitted, excepting that when a position is abolished or an employee is disqualified, the employee affected shall have the right to displace a younger employee on the seniority list within five days from the date affected.

After the first affected employee has exercised their right to roll or bump, affected employees thereafter will have 24 hours to exercise their roll.

It is further understood and agreed that overtime for changing shifts will be allowed only to the employee whose position is abolished. Other employees affected under this interpretation will not be allowed overtime for changing shifts.

RULE 43. LEAD PERSON

A working mechanic may be assigned who will take the lead and direct the work of other members of the craft. For such services, a differential of 50¢ per hour will be paid in addition to the established rate.

RULE 44. QUALIFICATIONS

Any person who has served an apprenticeship or who has 732 working days experience at Carmen's work, and who with the aid of tools, with or without drawings, can lay out, build or perform the work of the carmen's craft or occupation in a mechanical manner, shall constitute a carman.

RULE 45. CLASSIFICATION OF WORK

Carmen's work shall consist of building, maintaining, dismantling (except destroying freight-train cars), painting, upholstering and inspecting all passenger and freight cars, both wood and steel, planing mill, cabinet and bench carpenter work, pattern and flask making and all other carpenter work in shops and yards (except work generally recognized as Bridge and Building Department work), carmen's work in building and repairing motor cars, lever cars, hand cars and station trucks, building, repairing, removing and applying wooden locomotive cabs, applying steel or wooden pilots on wooden pilot beams, pilot beams, running boards, foot and headlight boards, lagging, tender frames and trucks, pipe and inspection work in connection with air brake equipment on freight cars, cleaning, oiling and testing triple valves in Car Department; applying patented metal roofing, operating portable journal truing machines, operating punches and shears, doing shaping and forming; work done with hand forges and heating torches in connection with carmen's work; painting, varnishing, surfacing, decorating, lettering, cutting of stencils and removing paint (not including use of sand blast machine or removing vat); all other work generally recognized as painter's work under the supervision of the Locomotive and Car Departments (except the application of blacking to fire and smoke boxes of locomotives in engine houses); locksmiths, joint car inspectors, car inspectors, safety appliance and train car repairs; oxyacetylene, thermit and electric welding on work generally recognized as carmen's work, and all other work generally recognized as Carmen's work.

RULE 46. CARMEN APPRENTICES

Include regular apprentices in connection with the work as defined in Rule 45.

RULE 47. WRECKING CREWS

Regular assigned wrecking crews, excluding engineers, will be composed of carmen and will be paid for such service under Rule 6.

Meals and lodging will be provided by the company while crews are on duty in wrecking service.

When needed, employees of any class may be taken as additional members of wrecking crews to perform duties consistent with their classification.

When the use of the derrick is required for wrecks or derailments, a regularly assigned crew will be used. Carmen used at wrecks or derailments may be transported to and from their regularly assigned point by any reasonable and safe means of transportation.

The company may, at its option, when wrecking operations are ceased, transport wrecking crews to their home point and return them to the wreck site when operations resume in lieu of retaining them with the outfit.

For wrecks or derailments, one carman will be used for each piece of equipment utilized by a subcontractor for lifting cars.

RULE 48. INCIDENTAL WORK

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

In addition to the above, simple tasks may be assigned to any craft employee capable of performing them for a maximum of two hours per shift. Such hours are not to be considered when determining what constitutes a "preponderant part of the assignment." If there is a dispute as to whether or not work comprises a "preponderant part" of a work assignment, the Carrier may nevertheless assign the work as it feels it should be assigned and proceed or continue with the work and assignment in question; however, the Shop Committee may request that the assignment be timed by the parties to determine whether or not the time required to perform the incidental work exceeds the time required to

perform the main work assignment. If it does, a claim will be honored by the Carrier for the actual time at pro rata rates required to perform the incidental work.

RULE 49. INSPECTORS

Employees assigned to inspecting must be able to speak and write the English language, and have a fair knowledge of the A.A.R. (American Association of Railroads) rules and safety appliance laws and shall be subject to examination.

RULE 50. PROTECTION FOR REPAIRMEN

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

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

RULE 51. ONE PERSON POINTS

A "one-person" point is an outlying point where there is employed one carman day and one night, or where there is only one carman employed. Carmen stationed at one-person points shall be paid by the hour and under the rules governing running repair forces, except that the eight (8) hours constituting the day's work may be worked within a spread of ten (10) consecutive hours.

RULE 52. EMPLOYEE INFORMATION

All employees covered by the U.S. BRC Agreement will become Illinois Central Railroad employees.

The Carrier will provide the National Representative with a list of employees who are hired or terminated, their home addresses, and the employees' identification numbers. This information will be limited to the employees covered by the collective bargaining agreement of the respective National Representative. The data will be supplied within 30 days after the month in which the employee is hired or terminated. Where railroads cannot meet the 30-day requirement, the matter will be worked out with the National Representative.

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

RULE 53. GENERAL PROVISIONS

These general and special rules and rates of pay include all amendments through March 12, 2013, and are to remain in force until revised in accordance with the procedure required by the Railway Labor Act.

This Agreement is effective on the dates indicated. Signed the 12th day of March, 2013.

FOR CN

BROTHERHOOD RAILWAY CARMEN
DIVISION/ TRANSPORTATION
COMMUNICATIONS UNION

/s/ T. M. Sullivan
T. M. Sullivan
Director Labor Relations

/s/ R. H. Grygiel
R. H. Grygiel
National Representative

/s/ C.K. Cortez
C. K. Cortez
Senior Manager Labor Relations

APPROVED:

/s/ R. A. Johnson
R. A. Johnson
General President

/s/ K. A. McCarthy
K. A. McCarthy
Manager Labor Relations

ADDITIONAL MATERIALS

The following is material reprinted here for handy reference. Its inclusion in this booklet does not make an agreement of something that is not an agreement nor does omission of a special agreement necessarily mean that agreement is no longer in effect.

APPENDIX A – RATES OF PAY

Effective Date	Classification	Hourly Wage
July 1, 2010	Carman	\$25.41
July 1, 2011	Carman	\$26.05
June 30, 2012	Carman	\$26.13
July 1, 2012	Carman	\$27.25
July 1, 2013	Carman	\$28.07
July 1, 2014	Carman	\$29.14
January 1, 2015	Carman	\$30.01

APPRENTICE RATES

- (a) First 122 day period: 82% of Carman's rate
- (b) Second 122 day period: 84% of Carman's rate
- (c) Third 122 day period: 86% of Carman's rate
- (d) Fourth 122 day period: 88% of Carman's rate
- (e) Fifth 122 day period: 90% of Carman's rate
- (f) Sixth 122 day period: 92% of Carman's rate
- (g) Set up mechanic: 100% of Carman's rate

TRAINING RATE

All time spent in training will be paid at straight time rates.

APPENDIX B – DIFFERENTIALS

- (A) Journeyman performing lead mechanic work will be paid \$.50/hour.
- (B) Journeymen working the rip track, welding, or painting will be paid \$.25/hour.
- (C) Journeymen regularly assigned to a full-time (bulletined) position established for the performance of AAR write-up or layout work shall be paid \$.25/hour.
- (D) Journeymen regularly assigned to a full-time (bulletined) position requiring a CDL will be paid \$.50/hour.

Journeymen (including upgraded mechanics) who actually perform the work are entitled to differentials.

When performing the above work for four (4) hours or less in any one day, employees 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.

Employees regularly assigned to positions which normally pay the skill differential for all hours of every workday are entitled to the skill differential as part of their vacation pay, but the skill differential does not apply to time paid not worked such as holidays, personal leave days, jury duty and bereavement leave.

There shall be no compounding or pyramiding of the above differentials. The parties recognize and agree that this Appendix is limited solely to the matter of skill differentials and this Appendix 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.

APPENDIX C - COST OF LIVING ALLOWANCE

ARTICLE III – COST-OF-LIVING ALLOWANCE AND ADJUSTMENTS THERETO AFTER JANUARY 1, 2016

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

- (a) A cost-of-living allowance will be payable in the manner set forth in and subject to the provisions of this Article, on the basis of the "Consumer Price Index for Urban Wage Earners and Clerical Workers (Revised Series) (CPI-W) (1967=100), U.S. Index, all items - unadjusted, as published by the Bureau of Labor Statistics, U.S. Department of Labor, and hereinafter referred to as the BLS CPI. The first such cost-of-living allowance shall be payable effective January 1, 2016, based, subject to paragraph (d), on the BLS CPI for March 2015, as compared with the BLS CPI for September 2015. Such allowance, and further cost-of-living adjustments thereto which will become effective as described below, will be based on the change in the BLS CPI during the respective measurement periods shown in the following table, subject to the exception provided in paragraph (d)(iii), according to the formula set forth in paragraph (e).

Measurement Periods		Effective Date of Adjustment
Base Month	Measurement Month	
March 2015	September 2015	January 1, 2016
September 2015	March 2016	July 1, 2016

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

- (b) While a cost-of-living allowance is in effect, such cost-of-living allowance shall apply to straight time, overtime, protected rates, vacations, holidays and personal leave days in the same manner as basic wage adjustments have been applied in the past, except that such allowance shall not apply to special allowances and arbitraries representing duplicate time payments.
- (c) The amount of the cost-of-living allowance, if any, that shall be effective from one adjustment date to the next may be equal to, or greater or less than, the cost-of-living allowance in effect in the preceding adjustment period.
- (d)(i) Cap. In calculations under paragraph (e), the maximum increase in the BLS CPI that will be taken into account will be as follows:

<u>Effective Date of Adjustment</u>	<u>Maximum CPI Increase That May Be Taken Into Account</u>
January 1, 2016	3% of March 2015 CPI
July 1, 2016	6% of March 2015 CPI, less the increase from March 2015 to September 2015

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

- (ii) Limitation. In calculations under paragraph (e), only fifty (50) percent of the increase in the BLS CPI in any measurement period shall be considered.
 - (iii) If the increase in the BLS CPI from the base month of March 2015, to the measurement month of September 2015, exceeds 3% of the March base index, the measurement period that will be used for determining the cost-of-living adjustment to be effective the following July will be the 12-month period from such base month of March; the increase in the index that will be taken into account will be limited to that portion of the increase that is in excess of 3% of such March base index; and the maximum increase in that portion of the index that may be taken into account will be 6% of such March base index less the 3% mentioned in the preceding clause, to which shall be added any residual tenths of points which had been dropped under paragraph (e) below in calculation of the cost-of-living adjustment which will have become effective January 1, 2016, during such measurement period.
 - (iv) Any increase in the BLS CPI from the base month of March 2015, to the measurement month of March 2016, in excess of 6% of the March 2015, base index will not be taken into account in the determination of subsequent cost-of-living adjustments.
 - (v) The procedure specified in subparagraphs (iii) and (iv) will be applicable to all subsequent periods during which this Article is in effect.
- (e) Formula. The number of points change in the BLS CPI during a measurement period, as limited by paragraph (d), will be converted into cents on the basis on one cent equals 0.3 full points. (By "0.3 full points" it is intended that any remainder of 0.1 point or 0.2 point of change after the conversion will not be counted.) The cost-of-living allowance in effect on June 30, 2016, will be adjusted (increased or decreased) effective July 1, 2016 by the whole number of cents produced by dividing by 0.3 the number of points (including tenths of points) change, as limited by paragraph (d), in the BLS CPI during the applicable measurement period. Any residual tenths of a point resulting from such division will be dropped. The result of such division will be added to the amount of the cost-of-living allowance in effect on June 30, 2016, if the BLS CPI will have been higher at the end than at the beginning of the measurement period, and subtracted therefrom if the index will have been lower at the end than at the beginning of the measurement period, but only to the extent the allowance remains at zero or above. The same procedure will be followed in applying subsequent adjustments.

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

Section 2 - Application of Section 1 Cost-of-Living Allowances

The cost-of-living allowance provided for by Section 1 of this Article will not become part of basic rates of pay. Such allowance and the adjustments thereto will be applied as follows:

- (a) Hourly Rates - Add the amount of the cost-of-living allowance to the hourly rate of pay produced by application of Article I.
- (b) Minimum Daily Increases - The increase in rates of pay described in paragraph (a) shall be not less than eight times the applicable increase per hour for each full time day of eight hours, required to be paid for by the rules agreement. In instances where under the existing rules agreement an employee is worked less than eight hours per day, the increase will be determined by the number of hours required to be paid for by the rules agreement.
- (c) In making calculations under this Article, fraction of a cent shall be rounded to the nearest whole cent; fractions less than one-half cent shall be dropped and fractions of one-half cent or more shall be increased to the nearest full cent.

Section 3 - Elimination of Previous Cost-of-Living Provisions

This Article replaces any previous cost-of-living provision in effect prior to the effective date of this agreement, and the arrangements set forth in this Article shall remain in effect according to the terms thereof until revised by the parties pursuant to the Railway Labor Act. Any payments due or paid effective July 1, 2010 under previous provisions shall expire as of the effective date of this agreement and shall be counted toward any pay due under the provisions of Article I.

APPENDIX D - HEALTH & WELFARE

All employees subject to this Agreement and their eligible dependents will continue to be covered by The Railroad Employees National Health and Welfare Plan (subject to life insurance and ADD as provided in the National H&W), The Railroad Employees National Early Retirement Major Medical Benefit Plan, The Railroad Employees National Dental Plan, The Railroad Employees National Vision Plan, the Supplemental Sickness Benefit Plan covering Railroad Shop Craft Employees, and the National Off -Track Vehicle Plan, including cost-sharing provisions and including all subsequent amendments to all plans, in effect between the National Carriers' Conference Committee and the BRC/TCIU.

APPENDIX E - 401K

All employees covered by this Agreement will be eligible to participate in the Illinois Central Union 401(k) plan. Under the plan, for the first four percent (4%) of an employee's salary contributed, the Company will contribute \$.25 for each \$1.00 contributed by the employee. The employee may contribute an amount above 4% with no Company participation.

APPENDIX F - EMPLOYEE SHARE INVESTMENT PLAN (ESIP)

The Company Employee Share Investment Plan will be made available to all employees subject to this Agreement in accordance with the terms of the Plan. The Company may, at its discretion, alter, amend, revise or discontinue the Plan, in any manner, in whole or in part. This provision will not form part of any Collective Agreement.

APPENDIX G - CONTRACTING OUT

- (a) Provided the total number of active employees remains at the levels set forth below, the Company will have the unilateral right to contract out work within the scope of this agreement on each respective territory and shall not be required to give advance notice of intent to the organization.

B&LE	6
CCP	15
DMIR	40
GTW	100
IC	314
WC	82

- (b) The provisions of paragraph (a) remain in effect when forces are temporarily reduced when a suspension of operations in whole or in part is due to a labor dispute between the company and any of its employees and during temporary force reductions under emergency conditions, such as flood, snowstorm, hurricane, tornado, earthquake, fire, or a labor dispute other than as identified above, provided that such conditions result in suspension of operations in whole or in part.

In the event the number of active employees for each respective territory falls below the numbers specified in paragraph (a) for a period of (60) consecutive calendar days, the provisions of Article II, Subcontracting, of the September 25, 1964 National Agreement, as subsequently amended, shall apply on each respective territory until such time as the number of active employees is again equal to or greater than the number specified in paragraph (a).

- (c) The numbers of active employees specified in paragraph (a) is based on the condition of the respective territories as they exist on the effective date of this agreement. In the event conditions of the territories change such that would require a significant change in the number of active employees specified in paragraph (a), said numbers shall be subject to renegotiation between the company and the organization.
- (d) If the parties are unable to agree on the specified number of active employees, either party may submit the dispute to final and binding arbitration. Each party will submit its proposed number to the arbitrator with supporting argument, and the arbitrator will select one of the two proposed numbers.

APPENDIX H - APPRENTICE AGREEMENTS

The Company and the Union have agreed to establish an Apprentice Training Program as set forth herein designed as a cooperative effort to train apprentices to become qualified journeymen.

I. Types and Terms of Apprenticeship

A. There shall be one class of apprentices, i.e. regular apprentices, covered by this agreement. A regular apprentice shall serve six periods of 122 eight-hour days, overtime excluded.

After an apprentice has completed six periods of 122 eight hour days, the company may promote apprentices to mechanics positions, provided a vacancy exists but such employees will not acquire journeyman's seniority until they complete the course of instruction and work days prescribed above.

Set-up apprentices will not be entitled to work so long as there are available furloughed journeymen on the seniority roster.

Set up apprentices will not be deprived of related training as a result of being set-up.

B. The ratio of apprentices shall not exceed one apprentice for each five journeymen unless agreed to by the National Representative and the Director of Labor Relations after a study of the needs of the company is made. In computing the number of apprentices who may be employed, the total number of employees working as mechanics in the seniority territory will be the base upon which the ratio is determined. The distribution of apprentices among shops where general repairs are made on a division shall be as nearly as possible in proportion to the distribution of mechanics employed therein.

II. Qualifications and Selection for Apprentices

A. All apprentices must be able to speak, read, and write the English language and understand the first four rules of arithmetic. Those selected for the apprentice program will retain their seniority until they have successfully completed the first period of their apprenticeship.

B. During the first 122 work days of an apprenticeship, an apprentice who does not show the aptitude or the desire to learn the trade may be dropped from the program. Such an apprentice will be considered resigned from the service, but the company will consider the individual for other employment if a vacancy exists and if qualified.

C. All apprentices must be indentured. The employee and the local chairman will be given a copy.

D. Any apprentice with previous experience or formal training to his craft may, upon written request submitted to the Organization before the end of the first six (6) months of his apprenticeship, have such experience evaluated. The Organization will advise the apprentice in writing within 60 days of the

date of the apprentice's request, of any advanced credit he may be granted, with copy to local chairman. Any apprentice given advance credit will be paid the rate of the period to which advanced. An apprentice given advance credit will not be given a seniority date as a journeyman prior to the date hired. His seniority date as a journeyman will be determined by the number of work days necessary to complete his apprenticeship and upon completion of the prescribed related instruction.

III. Training for Apprentices

A. At each point where apprentices are employed, the local chairman of the craft and the designated management representatives shall cooperate to establish a schedule of mechanic's work in order that, upon completion of the program, the apprentice will be able to perform satisfactorily all of the work that is required at that point. Attached as an appendix to this agreement is a work schedule for regular apprentices showing recommended times and the various classes of work. The attached work schedule is a guide to assist the parties in establishing the work schedules at each point. It is also understood that the amount of work available and its complexity will require variation in the work schedules from point to point. Throughout the terms of apprenticeship, the apprentice will receive instruction in the practices of safety. The local chairman and the designated company officer shall review the work schedule at least once each calendar year to assure that it is revised periodically to keep abreast of changing conditions.

B. Rotating apprentices will be permitted when agreed to by local officers and the local committees.

C. 1. Each apprentice shall be required to take and pass courses of instruction on subjects related to the trade. Related instruction may be given on the job, at technical schools, or through correspondence lessons, or a combination of all three. The required tuition costs, textbook costs and fees of required correspondence and technical school courses will be paid by the company. If an employee fails a required course of instruction, the failure must be removed by repeating the course at the apprentice's expense. An employee who has accumulated three outstanding failures will be called to attend a joint meeting with local officials and the local committee and issued a warning. Any employee who has accumulated more than three outstanding failures will be dropped from the program and considered resigned. The national representative or a designated representative may examine records of the apprentices at any time. If an apprentice is not making satisfactory progress, management and the national representative or a designated representative shall investigate to determine the cause and endeavor to correct any deficiencies.

2. An apprentice who becomes more than ninety days (excluding authorized absences of more than fifteen consecutive work days and vacation days) behind in correspondence lessons will be subject to discipline and will be given a hearing as provided in Rule 28 of the Schedule Agreement.

3. Apprentices will be paid at the straight time rate for time spent attending related training sessions which are held on company property and such sessions will be held during or continuous with regular work hours. The apprentices will be credited with one day towards the completion of apprenticeship for each eight hours spent outside working hours in approved institutional classes in this program and apprentices will be credited and paid for all time participating in training during regular working hours.

4. The company will prepare a related instruction program and submit it to the national representative of the craft for review and consultation. The program is subject to review and consultation, at least once each calendar year.

5. Apprentices in service on the effective date of this agreement will participate in the related instruction to the extent they are able prior to completion of their apprenticeship. Apprentices completing their apprenticeship before their course of instruction has been completed may continue in the program until their course of instruction is completed.

D. During each 122 day period, each apprentice will be required to pass proficiency examinations in theory and in practical application of the craft skills within a reasonable time following each phase of the training. The tests shall be objective and all of the questions and requirements that may be included in the test shall be given to the apprentice no later than ten days following the beginning of the period. A master copy of all the questions and requirements will be given to the local chairman. An apprentice will not be permitted to advance to the rate of pay for the next period of apprenticeship until the prescribed proficiency tests are passed. Apprentices who have successfully completed the first period will not be taken out of service for failure to pass proficiency tests.

E. All apprentices will work the first shift during the first 122 days of their apprenticeship, unless mutually agreed to by management and the National Representative, or their designated representative. After the first 122 days of work, an apprentice may be assigned to work the same hours and work days as mechanics are assigned. The number of apprentices on either the second or third shift shall not exceed the ratio of apprentices to journeymen of the craft employed on the shift; however, if three or more but less than five journeymen are employed on the shift, one apprentice may be assigned to the shift. In like manner, whenever the number of journeymen on a shift exceeds the number (or multiples thereof) used for journeymen in the ratio by three or more, an additional apprentice may be assigned to the shift.

NOTE: For example, if the ratio is one apprentice for every five journeymen, and eighteen journeymen are employed on the shift, four apprentices may be assigned to the shift.

Two apprentices shall not be worked together as partners.

IV. Completion of Apprenticeship and Seniority

Upon completion of the prescribed related instruction and 732 days worked for regular apprentices, an apprentice will be certified as a journeyman mechanic of this craft and shall be given a seniority date at the home point effective the date the apprenticeship was completed.

A certificate of completion shall be furnished each apprentice on completion of the apprenticeship. A copy of the certificate is attached as an appendix to this agreement.

V. Rates of Pay

Rates of pay are as established through negotiation. [See Appendix A.]

**APPENDIX H
ATTACHMENT 1
CARMAN APPRENTICE WORK SCHEDULE**

<p>Schedule of work, painter apprentices, regular apprentices</p>	<p>Regular apprentices Division of time for a painter apprentice:</p> <p>The following schedule for regular apprentices, painter, showing the division of time on the various classes of work, is designed as a guide and will be followed as closely as the conditions will permit:</p>
	<p>Freight car painting Color room, mixing paint General locomotive painting Brush work, passenger equipment Lettering, striping, varnishing, and such laying out and designing as the shop affords.</p>
<p>Regular Apprentices</p>	<p>The following schedule for regular apprentices is designed as a guide and will be followed as closely as the conditions will permit. Where sufficient passenger car department work is not available without exceeding the regular ratio of apprentices in the passenger car department, apprentices will complete their apprenticeship in the freight car department.</p>
	<p>General Freight Work, wood and steel Air brake work Mill machine work General Coach work, wood and steel</p>

**APPENDIX H
ATTACHMENT 2
CERTIFICATION OF COMPLETION OF APPRENTICESHIP**

A certificate of apprenticeship shall be furnished to each apprentice on completion of his apprenticeship:

This will certify that _____ was employed as an
_____ apprentice at _____ on _____ to serve
_____ periods of _____ days each.

Service performed during apprenticeship:

This will certify that on _____, 2____,
_____ completed the course of apprentice specified above and is
entitled to the rates of pay and conditions of service of _____.

**APPENDIX H
ATTACHMENT 3
UPGRADING**

1. When new jobs or vacancies occur due to an increase of forces, or mechanics leaving the service and jobs are bulletined and no mechanics bid on the bulletin or are available for service, it will be permissible to advance apprentices as outlined below. The employees advanced will not lose their seniority as apprentices, nor will they accumulate seniority as mechanics.
2. All employees advanced or set back under this program, shall be approved by the local supervisors and local committees of the craft effected, subject to approval of its National Representative, or the designated representative of the craft involved. (Employees recommended for permanent advancement by the local supervisor and local committee may be advanced pending the approval of the National Representative, or their designated representative, for a period of not to exceed thirty (30) days. If such advance is not approved by the National Representative, or their designated representative, within the time limit specified, the advanced apprentice will immediately be returned to apprentice status and position upon notification of disapproval from the National Representative, or their designated representative, or at the end of thirty (30) days, whichever is sooner.)
3. Such advanced apprentices will receive the Mechanic's rate of pay for the duration of their advancement.
4. Apprentices temporarily promoted under provisions of this agreement will be credited for all time worked as mechanics in computing their service period as apprentices. If such credited time results in completing their apprenticeship period of training and the apprentice is still employed as a mechanic, he will be included on seniority roster for mechanics in the respective crafts with seniority date.

The term "upgraded mechanics" as used in this Appendix is intended to apply to employees hired in an upgraded status without first establishing seniority as an apprentice, as well as those upgraded after entering service as an apprentice.

This Appendix 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.

**APPENDIX H
ATTACHMENT 4
APPLICATION FOR ADVANCEMENT TO MECHANIC**

The undersigned, employed as _____ at _____,
seniority date _____, having served _____ days, hereby makes application
for advancement to mechanic, pursuant to provisions of the agreement effective August 20,
1945, as amended, covering TEMPORARY ADVANCEMENT of apprentices.

The undersigned has had general training and experience in the following classes of
work:

If advanced, are you willing to transfer? _____

REMARKS: _____

DATE SET UP _____ LOCATION: _____

Signature & Employee Number

Full Address

Recommended for Advancement by:

Local Chairman

General Foreman

APPROVED FOR ADVANCEMENT BY:

National Representative

APPENDIX I – LETTER OF UNDERSTANDING REGARDING SIMPLE TASKS

**Illinois
Central**

James M. Harrell
Vice President
Human Resources

Illinois Central Railroad
445 North Cityfront Plaza Drive
Chicago, Illinois 60601-5504
312-755-7645

June 24, 1994

Mr. Richard A. Johnson
Assistant General President
Brotherhood Railway Carmen Division
Transportation Communications International Union
3 Research Place
Rockville, MD 20850

Dear Mr. Johnson:

This will confirm our understanding reached during discussions leading to the agreement of June 24, 1994.

It is understood that it is our mutual interest to resolve disputes in which members of the carmen and clerical crafts both claim the same work and to enhance the employment opportunities for both crafts.

Accordingly, we agreed that members of both crafts may perform simple tasks of the other craft at intermodal facilities for a maximum of two (2) hours per day without penalty to the company.

In the application of the above, it is agreed that such work will be incidental to or associated with the employee's regular assignment.

It is also understood that this agreement was reached without prejudice to the position of either party regarding the classification of work and scope rules.

If this correctly confirms our understanding, please indicate your concurrence below.

Sincerely,
(Original signed by J. M. Harrell)

I concur,
(Original signed by R. A. Johnson)
Assistant General President
Brotherhood Railway Carmen Division
Transportation Communications
International Union

APPENDIX J – UNION SHOP AGREEMENT

SECTION 1

In accordance with and subject to the terms and conditions hereinafter set forth, all employees of the Carrier now and 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 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 compensated service has been performed 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 and who are regularly assigned or transferred to full time employment not covered by such agreement, or who, for a period of thirty days or more, are (1) furloughed on account of force reductions, or (2) on leave of absence, or (3) absent on account of sickness or disability, will not be required to maintain membership as provided in Section 1 of this agreement so long as they remain in such other employment or furloughed or absent as herein provided, but they may do so at their option. Should such employees return to any service covered by the said Rules and Working Conditions Agreements and continue therein thirty 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 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-servicemen 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 and who, for reasons other than those specified in subsections (a) and (b) of this section, or 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.

(d) Employees who retain seniority under the Rules and Working Conditions Agreement, who are members of an organization signatory hereto and who in accordance with the Rules and Working Conditions Agreement temporarily perform work in another class of service shall not be required to be members of another organization party hereto whose agreement covers the other class of service until the date the employees hold regularly assigned positions within the scope of the agreement covering such other class of service.

SECTION 4

Nothing in this agreement shall require an employee to become or to remain a member of the organization if such membership is not available to such employee upon the same terms and conditions as are generally applicable to any other member or if the membership of such employee is denied or terminated for any reason other than the failure of the employee to tender the periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership. For purposes of this agreement, dues, fees, and assessments shall be deemed to be "uniformly required" if they are required of all employees in the same status at the same time in the same organizational unit.

SECTION 5

(a) Each employee covered by the provisions of this agreement shall be considered by a Carrier to have met the requirements of the agreement unless and until the Carrier is advised to the contrary in writing by the organization. The organization will notify the Carrier in writing by Registered or Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt, of any employee who it is alleged has failed to comply with the terms of this agreement and who the organization therefore claims is not entitled to continue in employment subject to the Rules and Working Conditions Agreement. The form of notice to be used shall be agreed upon by the Carrier and the 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 or Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. Copy of such notice to the employee shall be given the organization. An employee so notified who disputes the facts of failure 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 or Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt, to accord 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 or Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. A representative of the organization shall attend and participate in the hearing. The receipt by the Carrier of a request for a hearing shall operate to stay action on the termination of employment until the hearing is held and the decision of the Carrier is rendered.

In the event the employee concerned does not request a hearing as provided herein, the Carrier shall proceed to terminate the employee's seniority and employment under the Rules and Working Conditions Agreement not later than thirty calendar days from receipt of the above described notice from the organization, unless the Carrier and the organization agree otherwise in writing.

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

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

If the decision on such appeal is that the employee has not complied with the terms of this agreement, the employee's 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 employee involved requests the selection of a neutral person to decide the dispute as provided in Section 5(c) below. Any request for selection of a neutral person as provided in Section 5(c) below shall operate to stay action on the termination of seniority and employment until not more than ten calendar days from the date decision is rendered by the neutral person.

(c) If within ten calendar days after the dates of a decision on appeal by the highest officer of the Carrier designated to handle appeals under this agreement the organization or the employee involved requests such highest officer in writing by Registered or Certified Mail, Return Receipt Requested, that a neutral be appointed to decide the dispute, a neutral person to act as sole arbitrator to decide the dispute shall be selected by the highest officer of the Carrier designated to handle appeals under this agreement, the Chief Executive of the organization, and the employee involved, or their representatives. If they are unable to agree upon the selection of a neutral person any one of them may request the Chairperson of the National Mediation Board

in writing to appoint such neutral. The Carrier, the organization and the employee involved shall have the right to appear and present evidence at a hearing before such neutral arbitrator. Any decision by such neutral arbitrator shall be made within thirty calendar days from the date of receipt of the request for the arbitrator's appointment and shall be final and binding upon the parties. The Carrier, the employee, and the organization shall be promptly advised thereof in writing by Registered or Certified Mail, Return Receipt Requested. If the position of the employee is sustained, the fees, salary and expenses of the neutral arbitrator shall be borne in equal shares by the Carrier and the organization; if the employee's position is not sustained, such fees, salary and expenses shall be borne in equal shares by the Carrier, the organization and the employee.

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

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

(f) The National Representative 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 National Representative of the organization in writing of the title(s) and address(es) of its representatives who are authorized to receive and serve the notices described in this agreement.

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

SECTION 6

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

SECTION 7

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

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

SECTION 8

In the event that seniority and employment under the Rules and Working Conditions Agreement is terminated by the Carrier under the provisions of this agreement, and such termination of seniority and employment is subsequently determined to be improper, unlawful, or unenforceable, the organization shall indemnify and save harmless the Carrier against any and all liability arising as the result of such improper, unlawful, or unenforceable termination of seniority and employment: Provided, however, that this section shall not apply to any case in which the Carrier is the plaintiff or the moving party in the action in which the aforesaid determination is made or in which case the 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

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

SECTION 10

(a) The Carrier 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 the employee 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 condition under which such provisions shall be applied; such agreement to be included, but not be restricted to, the means of making said deductions, the amounts to be deducted, the form, procurement and filing of authorization certificates, the frequency of deductions, the priority of said deductions with other deductions now or hereafter authorized, the payment and distributions of amounts withheld and any other matters pertinent thereto.

APPENDIX K – VACATION/NATIONAL VACATION AGREEMENTS

Article 1

- (a) 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 (100) days during the preceding calendar year.
- (b) 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 (100) days during the preceding calendar year and who has two (2) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred (100) days in each of two (2) of such years, not necessarily consecutive.
- (c) An annual vacation of fifteen (15) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has eight (8) or more years of continuous service and who during such period of continuous service renders compensated service and not less than one hundred (100) days in each of eight (8) of such years, not necessarily consecutive.
- (d) An annual vacation of twenty (20) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has seventeen (17) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred (100) days in each of seventeen (17) of such years, not necessarily consecutive.
- (e) An annual vacation of twenty-five (25) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has twenty-five (25) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred (100) days in each of twenty five (25) of such years, not necessarily consecutive.
- (f) Paragraphs (a), (b), (c), (d) and (e) hereof shall be construed to grant to weekly and monthly rated employees, whose rates contemplate more than five days of service each week, vacations of one, two, three, four or five work weeks.
- (g) Service rendered under agreements between a Carrier and one or more of the Non-Operating Organizations parties to the General Agreement of August 21, 1954, or to the General Agreement of August 19, 1960, shall be counted in computing days of compensated service and years of continuous service for vacation qualifying purposes under this Agreement.
- (h) Calendar days in each current qualifying year on which an employee renders no service because of sickness or 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) years or more of service with the employing Carrier.

- (i) In instances where employees who have become members of the Armed Forces of the United States return to service, the time spent by such employees in the Armed Forces subsequent to their employment will be credited as qualifying service in determining the length of vacations for which they may qualify upon their return to service.
- (j) In instances where employees who have become members of the Armed Forces of the United States return to service, and in the calendar year preceding their return to railroad service have rendered compensated service on fewer days than are required to qualify for a vacation in the calendar year of their return to railroad service, but could qualify for a vacation in the year of their return to railroad service if they had combined for qualifying purposes days on which they were in railroad service in such preceding calendar year with days in such year on which they were in the Armed Forces, they will be granted, in the calendar year of their return to railroad service, a vacation of such length as they could so qualify for under paragraphs (a), (b), (c), (d), or (e) and (i) hereof.
- (k) In instances where employees who have become members of the Armed Forces of the United States return to service, and in the calendar year of their return to railroad service render compensated service on fewer days than are required to qualify for a vacation in the following calendar year, but could qualify for a vacation in such following calendar year if they had combined for qualifying purposes days on which they were in railroad service in the year of their return with the days in such year on which they were in the Armed Forces, they will be granted, in such following calendar year, a vacation of such length as they could so qualify for under paragraphs (a), (b), (c), (d) or (e) and (i) hereof.
 - 1. 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 compensated in lieu of the vacation qualified for provided written request is filed therefor to the employing officer, a copy of such request to be furnished to the local or national representative.
 - 2. (Applicable only to monthly rated employees.)
 - 3. An employee's vacation period will not be extended by reason of any of the eleven recognized holidays (New Year's Day, Washington's Birthday, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve (the day before Christmas is observed), Christmas and New Year's Eve (the day before New Year's Day is observed), or any day which by agreement has been substituted or is observed in place of any of the eleven holidays enumerated above, or any holiday which by local agreement has been substituted therefor, falling within the vacation period.

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 vacations 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.

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.

Such employee shall be paid the time and one-half rate for work performed during the vacation period in addition to the regular vacation pay. NOTE: This provision does not supersede provisions of the individual collective agreements that require payment of double time under specified conditions.

6. The Carrier 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 return from vacation, the Carrier shall not be required to provide such relief worker.

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 the employee's 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 the employee's 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 the employee performed service.
8. The vacation provided for in this Agreement shall be considered to have been earned when the employee has qualified under Article 1 hereof. If an employee's employment status is terminated for any reason whatsoever, including but not limited to retirement, resignation, discharge, non-compliance with a union shop agreement, or failure to return after furlough, the employee shall at the time of such termination be granted full vacation pay earned in the preceding year or years and not yet granted, and the vacation for the succeeding year if the employee has qualified 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 the employee's estate, in that order of preference.
9. Vacations shall not be accumulated or carried over from one vacation year to another.
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 the employee's own assignment, whichever is the greater; provided that if the assignment is filled by a regularly assigned vacation relief employee, such employee shall receive the rate of the relief position. If an employee receiving graded rates, based upon length of service and experience, is designated to fill an assignment of another employee in the same occupational classification receiving such graded rates who is on vacation, the rate of the relieving employee will be paid.

- (b) Where work of 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 the employee's own normal compensation for the hours of the employee's assignment because of vacations to other employees.
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 instalments if the management consents thereto.
- (a) Employees entitled to a single week of vacation may split that week into single increment days; employees entitled to two (2) or more weeks of vacation may split up to two (2) weeks of their vacations into single increment days, one or more days at a time.
 - (b) Such vacation days may be taken upon two (2) days advance notice, consistent with the needs of service.
 - (c) Employees must schedule their single increment days by November 1. Any unused days at year end will be paid for in lieu of vacation.
 - (d) Employees may be able to change their vacations once scheduled, upon request, provided the service needs of the Carrier can still be met.
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 therefore under the provision thereof. 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 the employee 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 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.

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.
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 Carrier's Conference Committee 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.

15. Except as otherwise provided herein this agreement shall be effective as of January 1, 1973, and shall be incorporated in existing agreements as a supplement thereto and shall be in full force and effect for a period of one (1) year from January 1, 1973, and continue in effect thereafter, subject to not less than seven (7) months' notice in writing (which notice may be served in 1973 or in any subsequent year) by any Carrier or organization party hereto, 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 may desire to make. Thereupon such proposals of the respective parties shall thereafter be negotiated and progressed concurrently to a conclusion.

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 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 interpretations which defined such words and phrases referred to above as they appear in said Agreements shall apply in construing them as they appear here.

APPENDIX L - NATIONAL HOLIDAY AGREEMENT

The following represents a synthesis in one document, for the convenience of the parties, of the current holiday provisions of the National Agreement of August 21, 1954 and amendments thereto.

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

Section 1.

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

New Year's Day	Thanksgiving Day
Presidents' Day	Day after Thanksgiving Day
Good Friday-	Christmas Eve (the day before Christmas is observed)
Memorial Day	Christmas
Fourth of July	New Year's Eve (the day before New Year's Day is observed)
Labor Day	

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

- (a) Holiday pay for regularly assigned employees shall be at the pro rata rate of the position to which assigned.
- (b) For other than regularly assigned employees, if the holiday falls on a day on which the employee would otherwise be assigned to work, the employee shall, if consistent with the requirements of the service, be given the day off and receive eight hours' pay at the pro rata rate of the position which otherwise would have been worked. If the holiday falls on a day other than a day which otherwise would have been worked, the employee shall receive eight hours pay at the pro rata hourly rate of the position on which compensation last accrued prior to the holiday.
- (c) Subject to the applicable qualifying requirements in Section 3 hereof, other than regularly assigned employees shall be eligible for the paid holidays or pay in lieu thereof provided for in paragraph (b) above, provided (1) compensation for service paid by the Carrier is credited to 11 or more of the 30 calendar days immediately preceding the holiday and (2) the employee has had a seniority date for at least 60 calendar days or has 60 calendar days of continuous active service preceding the holiday beginning with the first day of compensated service, provided employment was not terminated prior to the holiday by

resignation, for cause, retirement, death, non-compliance with a union shop agreement, or disapproval of application for employment.

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

Section 2. (Applicable only to monthly rated employees.)

Section 3.

A regularly assigned employee shall qualify for the holiday pay provided in Section 1 hereof if compensation paid 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 the employee's rest days shall be considered the workday immediately following. If the holiday falls on the first workday of the workweek, the last workday of the preceding workweek shall be considered the workday immediately preceding the holiday.

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

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

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

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

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

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

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

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

Section 4.

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

Section 5.

When any of the eleven recognized holidays enumerated in Section 1 of this Article II, or any day which by agreement, or by law or proclamation of the State or Nation, has been substituted or is observed in place of any of such holidays, falls during an hourly or daily rated employee’s vacation period, the employee shall, in addition to vacation compensation, receive the holiday pay provided for therein provided the employee meets the qualification requirements specified. The “workdays” and “days” immediately preceding and following the vacation period shall be considered the “workdays” and “days” preceding and following the holiday for such qualification purposes.

Exhibits, Attachments and Appendices to the following agreements are not reproduced in this section; however, they remain in full force and effect.

- September 25, 1964 Agreement as subsequently amended
- Washington Job Protection Agreement of 1936
- IC:
 - IC-G&MO Merger Protection Agreement
 - Appendix G - Employee Protection/Contracting Out-Employment Level from October 1, 2007 Schedule of Rules Agreement, as modified by Implementing Agreement dated April 24, 2008 regarding EJ&E transaction.
- GTW:
 - 1979 Implementing Agreement providing labor protective benefits in connection with GTW's acquisition of DT&I and DTSL.
 - September 23, 1981 Agreement including separate agreements identified as Exhibits B through H
 - February 28, 1983 Agreement that modified the manner in which displacement and dismissal allowances would be paid to employees certified as adversely affected under Agreement F of the 1981 Agreement.
 - Article IV – Employee Protection/Contracting Out/Employment Level of April 9, 2001 Agreement as subsequently amended on January 16, 2008 and October 26, 2012.

INDEX

	<u>Rules/Appendix</u>	<u>Pages</u>
Abolishment of position.....	22	17-18
Displacing junior employee.....	42	29-30
Five day's notice.....	22	17
Leave of absence.....	14	14
Temporary.....	22	19
Absence from Work.....	14	14
Jury Duty.....	20	16-17
Leave of Absence.....	14	14
Leave, Bereavement.....	16	14
Leave, Personal.....	17	15-16
Agreement		
Printing of.....	53	33
Agreements		
Apprentice Agreements.....	H	44-51
National Holiday Agreement.....	L	65-68
Union Shop Agreement.....	J	53-58
National Vacation Agreement (12/17/41).....	K	59-64
Applicants for Employment		
Physical Examination.....	32A	26
Rejection.....	32B	27
Reason for termination.....	32C	27
Record of previous experience.....	32D	27
Apprentices		
Agreement.....	H	44-51
Apprentice Rates.....	A, H-V	35, 47
Carman Apprentice Work Schedule.....	H, Att. 1	48
Completion of Apprenticeship & Seniority.....	H	46
Certification of Completion of Apprenticeship.....	H, Att. 2	50
Qualifications and Selection.....	H	44-45
Training.....	H	45-46
Types and Terms of Apprenticeship.....	H	44
Classification of Work.....	45	30
Qualifications.....	44	30

	<u>Rules/Appendix</u>	<u>Pages</u>
Assignment of Work.....	24	21
Craft work performed by supervisory employees.....	24	21
Joint check.....	24	21
Assignments, Relief.....	1 B(4)	6-7
Automobile Allowance.....	38	29
Bereavement Leave.....	16	14
Blue Flag.....	50	32
Bulletin - New Jobs or Vacancies.....	11	13
Called for Overtime.....	3	10
Carmen		
Apprentices.....	46	30
Classification of Work.....	45	30
Qualifications.....	44	30
Rates of Pay.....	A	35
Changing Shifts.....	9	12
Checking In and Out.....	41	29
Classification of Work.....	45	30
Letter of understanding re simple tasks.....	I	52
Committees.....	30	26
Membership.....	28F	25
Competency, Establishing.....	29	26
Condition of Shops, Yards, etc.....	39	29
Contracting Out.....	G	43
Cost of Living Allowance.....	C	37-39
Court, Attending.....	19	16

	<u>Rules/Appendix</u>	<u>Pages</u>
Differentials		
AAR write-up or layout work.....	B.....	36
CDL.....	B.....	36
Lead mechanic.....	43, B.....	30, 36
Rip track/welders/painters.....	B.....	36
Discipline.....		
Decision.....	28.....	23-26
Hearing.....	28G.....	25
Notice of investigation.....	28C, 28E, 28F.....	24-25
Personal record file.....	28B.....	24
Right to appeal.....	28B2, 28J.....	24, 26
Suspension.....	28H.....	25-26
Waiver.....	25A2-A3.....	24
Witnesses and representation.....	28A1.....	23-24
	28D.....	25
Displacing Junior Employees.....	42.....	29-30
Disqualification, Physical.....	35.....	27-28
Doctor Panel, Three.....	35.....	27-28
Drinking water.....	33A.....	27
Emergency Service.....	3E, 3J, 6.....	10-12
Employee(s)		
Information.....	52.....	32
Protection to.....	39, 50.....	29, 32
Transfer of.....	13, 22E-F.....	13-14, 18-19
Employee Share Investment Plan.....	F.....	42
Employment, Application for.....	32.....	26-27
Expenses		
Attending Court.....	19.....	16
Emergency Road Work.....	6.....	11-12
Three Doctor Panel.....	35C.....	28
Travel.....	1(B)(4)(d)(4).....	7
Faithful Service.....	18.....	16
Five-Day Notice.....	22A.....	17
Forces, Reduction and Restoration of.....	22.....	17-19

	<u>Rules/Appendix</u>	<u>Pages</u>
Foremen Performing Work.....	24.....	21
Foremen, Temporary Relief of.....	26.....	22
Forty-Hour Week.....	1.....	5-9
Free Transportation.....	37.....	29
Furloughed Employees.....	22.....	17-19
General Provisions.....	53.....	33
Grievances.....	27.....	22-23
Appealing.....	27B, 27C.....	22
Claims conferences.....	27H.....	23
Filing.....	27A, 27D, 27E.....	22-23
Stenographic reports of investigations.....	28E.....	23
Headquarters Point.....	1(B)(4)(d).....	6-7
Health and Welfare.....	D.....	40
Holiday Work.....	3B, 3F, 3M.....	10-11
Holiday Agreement.....	L.....	65-68
Hours of Service.....	1.....	5-9
Beginning of Work Week.....	1(B)(8).....	9
Day's Work.....	1(A).....	5
Deviation from Monday-Friday week.....	1(B)(5).....	7
Five-, Six- and Seven- Day positions.....	1(B)(1-3).....	5-6
Meal Period.....	2.....	9
Nonconsecutive Rest Days.....	1(B)(6).....	7-8
Regular Relief Assignments.....	1(B)(4).....	6-7
Rest Days of Extra or Furloughed Employees.....	1(B)(7).....	8
Sunday Work.....	1(B)(9).....	9
Incidental Work.....	48, I.....	31-32, 52
Injuries, Personal.....	34.....	27

	<u>Rules/Appendix</u>	<u>Pages</u>
Inspectors	49	32
Junior Employees, Displacing	42	29-30
Jury Duty	20	16-17
Lead Person	43	30
Leave, Bereavement	16	14
Leave, Personal	17	15-16
Leave of Absence	14	14
Personal business	15	14
Lunch Period	2, 8	9, 12
Meals and Lodging		
Emergency Service-Road Work	6	11-12
Overtime	3H	11
While Traveling	1(B)(4)(d)(4)	7
Wrecking Service	47	31
Notices	36	28
One-Person Point	51	32
Overtime		
Changing shifts	42	30
Distribution of	4	11
Meals	3(H)	11
Payment for	3	10-11
Road Work	6,7	11-12
Pay, Rates of	A	35
Payroll/Direct Deposit	21	17
Personal Business	15	14
Personal Injuries	34	27
Personal Leave	17	15-16
Physical Disqualification	35	27-28
Point, One-Person	51	32

	<u>Rules/Appendix</u>	<u>Pages</u>
Promotion.....	12.....	13
Protection to Employees		
Conditions of shop.....	33.....	27
Inclement weather.....	39.....	29
Proper signals/locks and blue flag.....	39C, 50.....	29, 32
Welding.....	39.....	29
Qualifications.....	44.....	30
Rates of Pay.....	A.....	35
Assignment bulletin.....	11.....	13
Bereavement.....	16.....	14
Changing shifts.....	9.....	12
Emergency force reduction.....	22.....	17-19
Emergency service.....	3(E), 6.....	10, 11-12
Apprentice rates.....	A, H.....	35, 47
Filling vacancies.....	10.....	12-13
Foreman's relief rate.....	26.....	22
Jury duty.....	20.....	16-17
Overtime.....	3.....	10-11
Personal leave.....	17.....	15-16
Regular relief assignment.....	1(B)(4).....	6-7
Reduction and Restoration of Forces.....	22.....	17-19
Rest Days.....	1, 3.....	5-9, 10-11
Revision of Agreement/General Provisions.....	53.....	33
Seniority.....	23.....	19-21
Displacing Junior Employees.....	42.....	29-30
Earliest date.....	22(F)(2).....	18-19
Employees Transferred.....	13.....	13-14
Exercise following leave of absence.....	14.....	14
Loss due to transfer/outside employment.....	14.....	14
Posting of rosters.....	23.....	19
Reduction/restoration of forces.....	22.....	17-19
Retention.....	12.....	13
Temporary vacancy.....	22(F)(8).....	19
Termination of.....	23.....	19
Timeframe following furlough.....	22(F)(3).....	18
Upon recall.....	22(F)(7).....	18-19

	<u>Rules/Appendix</u>	<u>Pages</u>
Service		
Emergency.....	6	11-12
Faithful.....	18	16
Hours of.....	1	5-9
Shifts		
Changing.....	9	12
Interpretation.....	2	9-10
Number of.....	2	9
Starting time.....	2	9
Shops, Condition of.....	33, 39	27, 29
Simple Tasks, Letter of Understanding.....	I	52
Starting Time.....	2	9
Supplies, Furnishing of.....	40	29
Temporary Relief of Foremen.....	26	22
Three-Doctor Panel.....	35	27-28
Appeal.....	35B, 35E, 35F	28
Disqualification procedure.....	35A	27
Expense.....	35C	28
Wages lost.....	35D	28
Tools, Furnishing of.....	40	29
Handling of.....	33	27
Transfer of Employees.....	13, 22(F)	13-14, 18-19
Transportation, Free.....	37	29
When furloughed.....	22E	18
Travel Time.....	1(B)(4)(d), 3F	6-7, 10
Union Shop Agreement.....	J	53-58
Upgraded mechanic.....	H, Att. 3	50
Vacancies		
Awarding of bulletined positions.....	11	13
Filling.....	10	12
New positions.....	11	13
Rate of pay.....	10A	12
Vacation, National Vacation Agreement.....	K	59-64

	<u>Rules/Appendix</u>	<u>Pages</u>
Waiting Time.....	1(B)(4)(d)(2), 6.....	6, 11-12
Welding.....	25.....	21
Work		
Absence from.....	14.....	14
Assignment of.....	24.....	21
Away from home point.....	7B.....	12
Classification of.....	45.....	30
Foreman or Supervisors Performing.....	24.....	21
Holiday.....	3(B).....	10
Incidental.....	48.....	31-32
Rest Day.....	1, 3.....	5-9, 10-11
Road.....	6,7A.....	11-12
Week.....	1.....	5-9
Wrecking Service.....	47.....	31
Carmen transportation.....	47.....	31
Meals and lodging.....	47.....	31
Number of carmen required.....	47.....	31
Use of derrick.....	47.....	31
Yards, Condition of.....	33.....	27