

AGREEMENT

BETWEEN THE

SOO LINE RAILROAD COMPANY

(A wholly owned subsidiary of Canadian Pacific Railway)

AND THE

BROTHERHOOD OF RAILWAY CARMEN

DIVISION OF THE

TRANSPORTATION COMMUNICATIONS INTERNATIONAL UNION

SUPERSEDES SCHEDULE OF AUGUST 1, 1988

EFFECTIVE JUNE 30, 2008

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## GENERAL RULES

### RULE 1 - Hours of Service

Eight (8) hours of service shall, under provisions hereinafter set out, be the regular work day. Forty (40) hours (except in a week where a holiday occurs) shall, under provisions hereinafter set out, be the regular work week. Regular work day and work week hours shall be bulletined. 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 Company and the employees, shall be paid on the hourly basis.

### RULE 2 - Work Week

#### Note

The expressions "positions" and "work" used in this Rule 2 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.

NOTE: See Appendix AA and BB.

- (a) General - There is hereby established, for all employees, except those covered by Rule 15, a work week of forty (40) hours, consisting of five (5) days of eight (8) hours each, with two (2) consecutive days off in each seven (7); the work weeks may be staggered in accordance with the Company's operational requirements; so far as practicable the days off shall be Saturday and Sunday. The foregoing work week rule is subject to the provisions of this agreement which follow:
- (b) Five (5) day Positions - On positions the duties of which can reasonably be met in five (5) days, the days off will be Saturday and Sunday.
- (c) Six (6) day Positions - Where the nature of the work is such that employees will be needed six (6) days each week, the rest days will be either Saturday and Sunday or Sunday and Monday.
- (d) Seven (7) day Positions - On positions which are filled seven (7) days per week any two (2) consecutive days may be the rest days with the presumption in favor of Saturday and Sunday.
- (e) Regular Relief Assignments - All possible regular relief assignments with five (5) days of work and two (2) consecutive rest days will be established to do the work necessary on rest days of assignments in six (6) or seven (7) day service or

combinations thereof, or to perform relief work on certain days and such types of other work on other days as may be assigned under this agreement.

Assignments for regular relief positions may on different days include different starting times, duties and work locations for employees of the same class in the same seniority district, provided they take the starting time, duties and work locations of the employee or employees whom they are relieving.

- (f) Deviation from Monday-Friday Week - If in positions or work extending over a period of five (5) days per week, an operational problem arises which the Company contends cannot be met under the provisions of paragraph (b) of this rule and requires that some of such employees work Tuesday to Saturday instead of Monday to Friday, and the employees contend the contrary, and if the parties fail to agree thereon, then if the Company nevertheless puts such assignments into effect, the dispute may be processed as a grievance or claim under this agreement.
- (g) Nonconsecutive Rest Days - The typical work week is to be one (1) with two (2) consecutive days off, and it is the Company's obligation to grant this. Therefore, when an operating problem is met which may affect the consecutiveness of the rest days of positions or assignments covered by paragraphs (c), (d) and (e), the following procedure shall be used:
  - 1. All possible regular relief positions shall be established pursuant to paragraph (e) of this rule.
  - 2. Possible use of rest days other than Saturday and Sunday, by agreement or in accordance with other provisions of this agreement.
  - 3. Efforts will be made by the parties to agree on the accumulation of rest time and the granting of longer consecutive rest periods.
  - 4. Other suitable or practicable plans which may be suggested by either of the parties shall be considered and efforts made to come to an agreement thereon.
  - 5. If the foregoing does not solve the problem, then some of the relief employees may be given nonconsecutive rest days.
  - 6. If after all the foregoing has been done there still remains service which can only be performed by requiring employees to work in excess of five (5) days per week, the number of regular assignments necessary to avoid this may be made with two (2) nonconsecutive days off.
  - 7. The least desirable solution of the problem would be to work some regular employees on the sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) days at overtime rates and thus withhold work from additional relief employees.

8. If the parties are in disagreement over the necessity of splitting the rest days on any such assignments, the Company may nevertheless put the assignments into effect subject to the right of employees to process the dispute as a grievance or claim under this agreement, and in such proceedings the burden will be on the Company to prove that its operational requirements would be impaired if it did not split the rest days in question and that this could be avoided only by working certain employees in excess of five (5) days per week.
- (h) Rest Days of Furloughed Employees - To the extent furloughed employees may be utilized under the schedule agreement or practice, their days off need not be consecutive; however, if they take the assignment of a regular employee they will have as their days off the regular days off of that assignment.
  - (i) Beginning of Work Week - The term "work week" for regularly assigned employees shall mean a week beginning on the first (1<sup>st</sup>) day on which the assignment is bulletined to work, and for unassigned employees shall mean a period of seven (7) consecutive days starting with Monday.
  - (j) 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.
  - (k) Work on Unassigned Days - Where work is required by the Company 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 (40) hours of work that week; in all other cases by the regular employee.
  - (l) Service on Rest Days - Service rendered by employees on assigned rest days shall be paid for at the rate of time and one-half with a minimum of five (5) hours' pay at straight time rate for three hours and twenty minutes (3'20") work or less; however, if filling the assignment of an employee assigned to such day, he will be paid at the rate of time and one-half for such assignment.

### RULE 3 - One Shift

When one (1) shift is employed the starting time will not be earlier than 7:00 o'clock nor later than 8:00 o'clock, A.M. or P.M. Where service requirements require an earlier or



later starting time, same shall be arranged by mutual agreement. The time and length of lunch period shall be arranged by mutual agreement.

#### RULE 4 - Two Shifts

Where two (2) shifts are employed the starting time of the first (1<sup>st</sup>) shift shall be governed by Rule 3, and the second (2<sup>nd</sup>) shift shall start immediately following the close of the first (1<sup>st</sup>) shift, if service requirements permit, otherwise not later than 11:00 P.M. The time and length of lunch period shall be arranged by mutual agreement.

#### RULE 5 - Three Shifts

Where three (3) shifts are employed the starting time of the first (1<sup>st</sup>) shift shall be governed by Rule 3, and the starting time of each of the other shifts shall be regulated accordingly. Each shift shall consist of eight (8) consecutive hours including an allowance of twenty (20) minutes for lunch within the limits of the fifth (5<sup>th</sup>) hour without loss of time.

#### RULE 6 - Uniform Commencing and Quitting

- (a) The time established for commencing and quitting work for all employees on each shift in either the Locomotive or Car Department, considered separately, shall be the same at the respective points, except when otherwise arranged based on actual service requirements. **(AMENDED PER ARTICLE VI OF THE BRC/SOO MEMORANDUM OF AGREEMENT DATED JULY 18, 1997.)**
- (b) Where three (3) shifts are worked by running repair forces and two (2) shifts by back shop forces, the starting and quitting times of back shop forces will be governed by the provisions of Rule 4.
- (c) Three (3) eight (8) hour shifts may be established under provisions of Rule 5 for employees necessary to the continuous operation of power houses, millwright gangs, heat treating plants, train yards, running repair and inspection forces without extending the provisions of Rule 5 to the balance of the shop forces.

#### RULE 7 - Holiday Service

- (a) Work performed on the following legal holidays, namely: New Year's Day, President's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day and New Year's Eve (provided when any of the above holidays fall on Sunday, the day observed by the State, Nation or proclamation shall be considered the holiday) shall be paid for at the rate of time and one-half.

- (b) 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 shift unless released at their own request. Those who are called will be advised as soon as possible after vacancies become known.

**(SEE SIDE LTR NO. 7 OF 7/18/97 BRC/SOO MOA.)**

#### RULE 8 - Overtime Outside Bulletined Hours

- (a) All service 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) 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's pay at the straight time rate.
- (c) Except as otherwise provided, work in excess of forty (40) straight time hours in any work week shall be paid for at one and one-half (1-1/2) times the basic straight time rate except where such work is performed by an employee due to moving from one (1) assignment to another or to or from a furloughed list, or where days off are being accumulated under Paragraph (g) of Rule 2.

Except as otherwise provided, employees worked more than five (5) days in a work week shall be paid one and one-half (1-1/2) times the basic straight time rate for work on the sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>) 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 (g) of Rule 2.

Service performed by a regularly assigned hourly or daily rated employee on the second (2<sup>nd</sup>) rest day of his assignment shall be paid at double the basic straight time rate provided he has worked all the hours of his assignment in that work week and has worked on the first (1<sup>st</sup>) rest day of his work week, except that emergency work paid for under the call rules will not be counted as qualifying service under this rule, nor will it be paid for under the provisions hereof.

**(PARAGRAPH ADDED PER 4/24/70 NATIONAL AGREEMENT – ARTICLE V.)**

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

- (d) Employees shall not be required to work more than two (2) hours after their regular assignment 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.
- (e) Employees called or required to report for work and reporting but not used, will be paid a minimum of four (4) hours at the straight time rate.
- (f) Employees relieved for the day, then called or required to return to work, will be granted five (5) hours' pay at straight time rate for three hours and twenty minutes (3'20") work or less and shall be required to do only such work as called for.
- (g) Employees will be allowed time and one-half on the minute basis for service performed continuously in advance of the regular working period with a minimum of one (1) hour's pay at the straight time rate, the advance period to be not more than one (1) hour.
- (h) Except as otherwise provided, all overtime beyond sixteen (16) hours of actual work in any twenty-four (24) hour period, computed from starting time of employee's regular shift, shall be paid for at rate of double time.

#### RULE 9 - Work During Lunch Period

- (a) 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.
- (b) This does not apply where employees are allowed the twenty (20) minutes for lunch without deduction therefore.

#### RULE 10 - Emergency Road Service

- (a) An employee regularly assigned to work at a shop, enginehouse, repair track or inspection point, when called for emergency road service away from such shop, enginehouse, repair track or inspection point, will be paid from the time ordered to leave home station until his/her return for all time worked in accordance with the practice at home station and will be paid straight time rate for time waiting or traveling during straight time hours at home station and time and one-half rate for time waiting or traveling during overtime hours.
- (b) If, during the time on the road, an employee is relieved from duty and permitted to go to bed for five (5) or more hours, such relief time will not be paid for, provided that in no case shall the employee be paid for a total of less than eight

(8) hours each calendar day, when such irregular service prevents the employee from making his/her regular daily hours at home station. Where meals and lodging are not provided by the Company, actual necessary expenses will be allowed. Employees will be called as nearly as possible one (1) hour before leaving time and on their return will deliver tools at point designated.

- (c) If required to leave home station during overtime hours, they will be allowed one (1) hour preparatory time at straight time rate.
- (d) Double time payments as per Rule 8(h) will be paid only for actual work performed.
- (e) Wrecking service employees will be paid under this rule.

#### RULE 11 - Distribution of Overtime

- (a) When it becomes necessary for employees to work overtime they shall not be laid off during regular working hours to equalize the time.
- (b) Local Officers and Local Chairman will cooperate in distributing overtime worked with the purpose in view of distributing the overtime equally as possible.

#### RULE 12 - Temporary Vacancies

- (a) Employees sent out to temporarily fill vacancies at an outlying point or shop or sent out on a temporary transfer to an outlying point or shop, will be paid continuous time from time ordered to leave home point to time of reporting at point to which sent, straight time rates to be paid for all time waiting or traveling during straight time hours at home station and time and one-half rate for time waiting or traveling during overtime hours. If, however, during overtime hours on the road away from home station there should be an opportunity to go to bed for five (5) hours or more, such time will be paid for at the straight time rate. On the return trip to home point, the provisions of this section will apply.
- (b) If, on arrival at the outlying point, there is an opportunity to go to bed for five (5) hours or more before starting work, time will not be allowed for such hours.
- (c) While at such outside point they will be paid straight time and overtime in accordance with the bulletined hours at that point, and will be guaranteed not less than eight (8) hours for each day worked.
- (d) Where meals and lodging are not provided by the company, actual necessary expenses will be allowed.

### RULE 13 - Changing Shifts

- (a) Employees changed from one (1) shift to another will be paid time and one-half rate for the first (1<sup>st</sup>) shift of each change. Employees working two (2) shifts or more on a new shift shall be considered transferred. This rule will not apply when shifts are changed in exercise of seniority or at employee's own request.
- (b) Relief assignments consisting of different shifts will be kept to a minimum consistent with creating regular relief jobs and avoiding unnecessary travel for relief employees. Such assignments will be excepted from the requirements of the provisions of Paragraph (a) of this rule for penalty payments upon change of shift for shift changes included in the regular relief assignments.

### RULE 14 - Overtime-Regular Assigned Road Work, Hourly Rated

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

Straight time for all hours traveling and waiting, and for work performed during regular hours, and overtime rates for work performed during overtime hours. If relieved from duty and permitted to go to bed for five (5) hours or more, they will not be allowed pay for such hours. Where meals and lodging are not provided by the Company when away from home station, actual necessary expenses will be allowed.

- (b) The starting time to be not earlier than 6:00 A.M. nor later than 8:00 A.M. Where two (2) or more shifts are worked, the starting time will be arranged accordingly. Exception: In cases where the schedule of trains interferes with the starting time an agreement may be entered into by the General Officers of the department affected and the General Chairman of the craft affected.

RULE 15 - Overtime-Regular Assigned Road Work, Monthly Basis

- (a) See Appendix D .
- (b) Where meals and lodging are not furnished by the Company or when the service requirements make the purchase of meals and lodging necessary while away from home point, employees will be paid necessary expenses.

RULE 16 - Road Crews

Employees regularly assigned to perform road work as covered by Rules 14 and 15 will be responsible for their own board except when away from home station as provided in Rules 14 and 15.

RULE 17 - Furnishing Equipment-Road Crews  
**(REMOVED PER 6/10/09 DISCUSSION)**

RULE 17 - Filling Vacancies

When an employee is required to fill the position of another employee receiving a higher rate of pay, the employee shall receive the higher rate of pay for the time so engaged, but if required to fill temporarily the place of an employee receiving a lower rate, the employee's rate will not be changed.

RULE 18 - Bulletining New Jobs and Vacancies

- (a) All new positions or permanent vacancies, in excess of thirty (30) days will be bulletined and the senior employee making written application therefore, shall, if sufficient ability is shown by trial, be given preference in filling such new position. Bulletins will be posted five (5) days before new positions or vacancies exceeding thirty (30) days are filled permanently. Employees desiring to avail themselves of this rule will make written application to the official in charge and a copy of the application will be furnished the Local Chairman.
- (b) All vacancies, not otherwise defined in paragraph (a), in excess of sixty (60) days will be bulletined and the senior employee making written application therefore shall, if sufficient ability is shown by trial, be given preference in filling such vacancy. Bulletins will be posted five (5) days before vacancies exceeding sixty (60) days are filled permanently. Employees desiring to avail themselves of this rule will make written application to the official in charge and a copy of the application will be furnished the Local Chairman.

- (c) An employee exercising seniority rights under Section (a) and (b) of this rule will do so without expense to the Company; the position vacated will be bulletined, and if the employee fails to qualify for the new position the employee will have to take whatever position may be open in the craft. If there is no such opening, the employee may displace the junior employee in the craft.
- (d) New positions of thirty (30) days or less, and temporary vacancies of sixty (60) days or less, will not be bulletined; however, the senior qualified employee who requests such position or vacancy will be used thereon. Such request will be made within five (5) days after position is established or vacancy occurs. Employees filling such temporary positions will revert to their former assignment when relieved from such temporary position or vacancy.

Employees returning from sickness leave of absence or other leave of absence may return to their former position providing it has not been abolished or a senior employee has not exercised displacement right thereon. The employees may also choose upon return to exercise their seniority to a Carman's position that was bulletined and awarded entirely within the period of the leave or vacation, if held by a junior employee. This exercise of seniority must occur within five (5) calendar days of returning to service. **(MODIFIED PER APRIL 7, 2009 LETTER OF UNDERSTANDING. COMPANY FILE: 0-0029-025.)**

Employees returning from vacation must return to their regularly assigned position. In the event that the bulletining and awarding of a Carman vacancy occurs entirely within the period of a carman's vacation period, the vacationing Carman may exercise his/her seniority to this position if held by a junior employee.

**RULE 19 (NOW RULE 18) AMENDED IN ITS ENTIRETY BY BRC/SOO MEMORANDUM OF AGREEMENT EFFECTIVE JULY 17, 2001 (COMPANY FILE: 0-0090-059).**

#### RULE 19 - Promotions

- (a) Mechanics in service will be considered for promotion to positions as foreman and other supervising positions.
- (b) When promotions to positions of leadman or working foreman who supervise a specific craft are made, qualified persons from the respective craft will have preference in promotion.

#### RULE 20 - Transfers

- (a) Employees temporarily transferred from one shop, roundhouse or yard, to another, at the Company's request, will retain their home point designation at the

place being transferred from. Record of such transfers will be made and copy furnished local committee.

- (b) Employees transferred from one point to another, with a view of accepting permanent transfer, will, after thirty (30) days, lose their home point designation at the point they left, and will establish a new home point designation at the point to which transferred. Employees transferring at their own request will do so without expense to the Company.

#### RULE 21 - Leave of Absence

When the requirements of the service permit, employees on written request will be granted written leave of absence for a limited time with privilege of renewal, copy of which will be furnished to the Local Chairman. Employees who do not return from an authorized leave of absence within three (3) days after the expiration of said authorized leave, or who engage in other employment while on leave, will forfeit their seniority unless special provisions are made by the proper official and committee prior to the expiration of leave or knowledge of other employment. **(MODIFIED PER APRIL 7, 2009 LETTER OF UNDERSTANDING. COMPANY FILE: 0-0029-025.)**

#### RULE 22 - Absence From Work

An employee detained from work on account of sickness or for any other good cause, shall notify his foreman as early as possible and prior to assigned starting time when possible. **(AMENDED BY ARTICLE VI OF 7/18/97 MOA.)**

#### RULE 23 - 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 of such light work available in their craft as they are able to handle.

#### RULE 24 - Attending Court or Investigations

- (a) When attending court as witnesses for the Company, employees will be paid for actual time lost and reimbursed for actual necessary expenses away from home station. When held away from home station on a rest day or holiday, when not assigned to work, they will be paid eight (8) hours at the straight time rate. When necessary, the Company will furnish transportation. Any fee accruing to the employee will be assigned to the Company.



- (b) When employees are required to report outside of their regular bulletined hours to act as witnesses for the Company in investigations, they shall be paid as per Rule 8.

#### RULE 25 - Paying Off

- (a) Employees will be paid off during their regular working hours, semi-monthly, except where existing State Laws provide a more desirable paying-off condition. Where there is a shortage amounting to one (1) or more day's pay for an employee, a voucher or comparable electronic deposit will be promptly issued to cover the shortage after such shortage has been properly reported to Management. Employees leaving the service of the Company, will be furnished with a time voucher covering all time due within twenty-four (24) hours where pay certificates are issued and within forty-eight (48) hours at other points, or earlier when possible, exclusive of Sundays and holidays. **(AMENDED PER ARTICLE VI OF THE 7/18/97 BRC/SOO MOA.)**
- (b) Should the regular pay day fall on a Saturday, Sunday or holiday, or days when the Shops are closed down, the employees will be paid on the preceding day, when possible to do so. The present practice of paying employees on night shifts will be continued.

#### RULE 26 - Reduction In Force

- (a) When it becomes necessary to reduce expenses, reduction will be accomplished by reducing forces at any point, shop, department or subdivision thereof, seniority as per Rule 29 to govern; the employees affected to take the rate of the job to which they are assigned.
- (b) Five (5) days' notice will be given employees affected before reduction is made and lists will be furnished the local committee.
- (c) Employees laid off by reason of force reduction, in order to retain their seniority rights, must file their correct addresses in writing with their foreman and local committee within five (5) days after being laid off. Employees laid off by reason of force reduction who change their addresses will promptly file their names and correct addresses with their foreman and local committee.
- (d) In the restoration of forces, employees will be restored to service in accordance with their seniority and shall be returned to their former position if possible. Employees failing to return to service within fifteen (15) days after date of notice to their last known address, unless an extension has been granted by the supervisor in charge and the local committee, will forfeit all seniority rights. The

local committee will be furnished with a list of employees to be restored to service.

- (e) Employees restored to service will not be laid off again without the five (5) days' advance notice provided in this rule.
- (f) In reduction of force the ratio of apprentices remaining in service shall not exceed the ratio provided for in Rule 34.
- (g) Advance notice is not required before temporarily abolishing positions or making temporary force reductions under emergency conditions, such as flood, snow storm, hurricane, tornado, earthquake, fire or labor dispute other than as covered by the following paragraph, provided that such conditions result in suspension of the Company's operations in whole or in part. It is understood and agreed that such temporary force reductions will be confined solely to those work locations directly affected by any suspension of operations. It is further understood and agreed that notwithstanding the foregoing, any employee who is affected by an emergency force reduction and reports for work for his/her position without having been previously notified not to report, shall receive four (4) hours' pay at the applicable rate for his/her position.

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

**(PARAGRAPH (g) ADDED PER ARTICLE II – FORCE REDUCTION RULE OF THE 4/24/70 NATIONAL AGREEMENT.)**

**RULE 28 - Transportation for Furloughed Employees  
DELETED PER 6/10/09 DISCUSSION**

**RULE 27 - Temporary Transfer of Furloughed Employees**

While forces are reduced, if employees are needed at other points, furloughed employees will be given preference to transfer, with privilege of returning to home station when force is increased, such transfers to be made without expense to the Company, seniority in accordance with the September 26, 1984, Employee Protective Agreement to govern.

RULE 28 - Work When Shops Close Down Due to Emergencies

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

RULE 29 - Seniority

- (a) Seniority of employees in the Carmen's Craft covered by this agreement shall be confined to the district employed as outlined below and begins at the time the employee's pay starts on that district in which employed. The seniority lists will be open to inspection and copy will be furnished the local committee and General Chairman.

The September 26, 1985 Employee Protective Agreement established three (3) seniority districts as follows:

<u>District #1</u>	<u>District #2</u>	<u>District #3</u>
Superior	Portage	Beloit
LaCrosse	Milwaukee Shop	Schiller Park
Shoreham		Bensenville
Minneapolis-St. Paul		Sturtevant
Glenwood		Milw. Terminal
Portal, N.D.		
T. R. Falls		
Enderlin, N.D.		
Harvey		

Carmen must exercise their seniority to the fullest at the point employed before exercising seniority to other points within their seniority district and may exercise seniority only when affected by force reduction or displacement or to apply for vacancies or new positions. It is understood that jobs re-bulletined at a point for the purpose of changing work hours, rest days or other adjustments not affecting the size of the work force at that point, shall be filled in the first instance by active Employees at the point, and only if any vacancy remains unfilled, then by the exercise of district seniority. It is also understood that such bulletining will also not trigger any right by the affected, active employees to exercise seniority at other work locations in their district.

Whenever a permanent vacancy occurs at a given point within the seniority district, which is not filled by a Protected Employee in the district exercising seniority, the Railroad may assign a Protected Employee from another point in the seniority district to the position, provided the employee is senior to the

unprotected furloughed employees at the point the vacancy occurs, and the Employee so assigned will be entitled to the relocation benefits of Appendix 1.

Employees holding BRC seniority on the Milwaukee Road or on the Railroad on the date the acquisition is consummated will establish seniority on the district which encompasses the point(s) at which the Employee holds seniority in accordance with their seniority on the respective Milwaukee Road or Railroad rosters on the date of Acquisition. A notation will be placed next to each Employee's name on the district roster indicating whether he/she was an active Employee assigned to a position (A), or a furloughed Employee (F), at the applicable point on the date of Acquisition.

The consolidated seniority roster for each of the three (3) seniority districts will be posted with a copy to the General Chairman. Such seniority rosters will be open for corrections for a period of sixty (60) days from the date posted. All names and dates not protested within this sixty (60) day period shall be considered as permanently established.

In the process of dovetailing seniority from the point rosters on the Milwaukee Road and the Railroad onto the district rosters, if two (2) or more employees have the same seniority date their names will rank on the district roster as follows:

- (1) If such Employees come from the same seniority roster, their relative standing as between each other shall remain the same.
- (2) If such Employees come from different rosters, their ranking shall be determined by their attained ages in descending order and, if this fails, alphabetical order.

Non-protected Employees shall not be obligated to exercise seniority on the district, but will have a right to recall at **their** home location in accordance with **their** seniority. A furloughed non-protected Employee recalled to service at a point in the seniority district other than the employee's home point may elect to remain furloughed with a right to recall at **the employee's** home location in accordance with **their** seniority.

When the Railroad coordinates, consolidates or merges facilities or operations from one seniority district to another seniority district as a result of a Transaction, Carmen seniority will be dovetailed onto the appropriate roster for the district to which the work is transferred. Carmen whose work is transferred or coordinated will have a right to the work at the point to which the work is transferred on a basis accepted as appropriate for application in the particular Transaction. (Refer to Appendix I.)

**(ADDED PER JULY 3, 1985 LETTER OF UNDERSTANDING IN JUNE 1, 1985 EMPLOYEE PROTECTIVE AGREEMENT.)**

- (b) The seniority lists will be prepared from the Company's record on January 1st of each year and will be posted and open to protest for a period of sixty (60) days. Protests on seniority dates for correction will be confined to names added since posting of previous annual rosters, except to correct typographical errors.
- (c) Employees accepting positions as officials, foremen, or assignments to other special duties and those accepting positions as officers or representatives of the employee organizations, shall retain their seniority rights if asserted within thirty (30) days after being relieved or relinquishing such official, supervisory, or special positions.
- (d) A carman on medical leave of absence who is physically unable to perform the duties of a carman may accept employment in another craft with the understanding that the employee will retain and continue to accumulate seniority as a carman. Should such employee become physically qualified to return to service as a carman and have the seniority to hold a carman's position, the employee will be required to return to the carman's craft in accordance with Rule 21 and, if he fails to do so, will forfeit all carman's seniority.

**(PARAGRAPH (d) ADDED PER 2-13-86 LETTER OF UNDERSTANDING - PREVIOUSLY REFERRED TO AS APPENDIX P)**

- (e)
  - 1. The home location (point) of an employee is the point at which he/she maintained his/her oldest seniority date on the effective date of the September 26, 1984 Employee Protective Agreement.
  - 2. An employee actively employed at another point in the seniority district who is recalled to a permanent position at his/her home location, if failing to accept such recall, will forfeit his/her former home location and establish a new home location at the point at which he/she is actively employed at the time of recall.
  - 3. An employee working at another point in the seniority district who is recalled to fill a temporary vacancy at his/her home location may waive his/her right to return to such temporary vacancy without losing his/her home point designation when junior protected employees are available. If the employee accepts a temporary vacancy at his/her home location, he/she will revert to his/her former position at the expiration of such temporary vacancy.
  - 4. When forces are increased at a location, the senior furloughed protected employee at that location will be recalled and placed on the position pending assignment of the bulletin. Such employee, subsequent to returning to active service, may bid on bulletined positions, but at the

expiration of such temporary assignment, if not awarded a bulletined position, will revert to his/her former status.

(PARAGRAPH (e) ADDED PER LETTER OF UNDERSTANDING DATED 2-19-86 – PREVIOUSLY REFERRED TO AS APPENDIX Q)

#### RULE 30 - Assignment of Work

- (a) None but mechanics or apprentices regularly employed as such shall do mechanics' work as per special rules of each craft, except foremen at points where no mechanics are employed.
- (b) This rule does not prohibit foremen in the exercise of their duties to perform work.
- (c) At outlying points (to be mutually agreed upon) 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 capable, perform the work of any craft that may be necessary.

#### RULE 31 - Assignment of Welding Work

In compliance with the Special Rules included in this agreement, none but mechanics and their apprentices in their respective crafts shall operate oxyacetylene, thermit, or electric welding apparatus. Where oxyacetylene, or other welding processes are used each craft, when available, shall perform the work which was generally recognized as work belonging to that craft prior to the introduction of such processes. Mechanics and apprentices of the crafts available will be used in the operation of autogenous welding equipment, when required in wrecking service, scrapping locomotives, cars and machinery.

#### RULE 32 - Claims or Grievances

- 1. (a) All claims or grievances must be presented in writing by or on behalf of the employee involved, to the officer of the Company authorized to receive same, within sixty (60) days from the date of the occurrence on which the claim or grievance is based. Should any such claim or grievance be disallowed, the Company shall, within sixty (60) days from the date same is filed, notify whoever filed the claim or grievance (the employee or his/her 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 Company as to other similar claims or grievances.

- (b) If a disallowed claim or grievance is to be appealed, such appeal must be in writing and must be taken within sixty (60) days from receipt of notice of disallowance, and the representative of the Company shall be notified in writing within that time of the rejection of his/her 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 sixty (60) day period for either a decision or appeal, up to and including the highest officer of the Company designated for that purpose.
- (c) The requirements outlined in paragraphs (a) and (b), pertaining to appeal by the employee and decision by the Company, shall govern in appeals taken to each succeeding officer, except in cases of appeal, from the decision of the highest officer designated by the Company to handle such disputes. All claims or grievances involved in a decision by the highest designated officer shall be barred unless within nine (9) months from the date of said officer's decision proceedings are instituted by the employee or his/her duly authorized representative before the appropriate division of the National Railroad Adjustment Board that has been agreed to by the parties hereto as provided in Section 3 Second of the Railway Labor Act. It is understood, however, that the parties may, by agreement in any particular case, extend the nine (9) month period herein referred to.
- (d) A claim may be filed at any time for an alleged continuing violation of any agreement and all rights of the claimant or claimants involved thereby shall, under this rule, be fully protected by the filing of one claim or grievance based thereon as long as such alleged violation, if found to be such, continues. However, no monetary claim shall be allowed retroactively for more than sixty (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, party 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 nine (9) months of the date of the decision of the highest designated officer of the Company (in accordance with the Controlling Agreement and the Railway Labor Act, as amended.)
- (g) This rule shall not apply to requests for leniency.

- (h) Conference between local officials and local committees, when authorized by the officer in charge, will be held during regular working hours without loss of time to committeemen.
- (i) Prior to assertion of grievances as herein provided, and while questions of grievances are pending, there will neither be a shutdown by the employer nor a suspension of work by the employees.

## 2. Investigations

- (a) An employee in service under this agreement for ninety (90) calendar days or less may be disciplined or dismissed without a formal hearing.
- (b) An employee in service for more than ninety (90) calendar days will not be disciplined or dismissed until after a fair and impartial hearing has been held.
- (c) Such hearing will be held within thirty (30) calendar days from the date of the occurrence to be investigated or not later than thirty (30) days from the date the supervising officer has knowledge of the alleged offense.
- (d) An employee will not be held out of service prior to a fair and impartial investigation, except for the following causes:
  - 1. Theft
  - 2. Insubordination
  - 3. Conduct in the performance of the employee's job or on the Company's property that causes an unsafe condition, endangers other employees or the public, or is detrimental to the operation of the railroad.
  - 4. Violation of General Code of Operating Rules (GCOR), Rule 1.5 – Drugs and Alcohol.

An employee may be held out of service for any of the causes cited above commencing on the date of occurrence to be investigated or the next following workday pending a hearing and decision thereon. The hearing will be held within ten (10) calendar days from the date the employee is held out of service.

- (e) At least five (5) days' advance written notice of the investigation shall be given the employee and the appropriate local organization representative in order that the employee may arrange for representation by a duly authorized representative and for presence of necessary witnesses as the employee may desire. The notice must specify the charge for which



investigation is being held. Unless conditions or circumstances warrant other arrangements, efforts will be made to hold the investigation at the city where the employee is headquartered.

- (f) After the date of notice to appear for the hearing has been issued and prior to the date of the hearing, the employee cited to appear for the hearing may, in company with his/her duly authorized local representative, confer with the officer of the Company preferring the charges against the employee for the purpose of reaching an agreement on the validity of the charges preferred against the employee and the proposed discipline to be administered.

In the event an agreement is reached in such conference on the validity of the charges preferred against the employee and the measure of discipline, the Company will issue an appropriate letter to the employee involved setting forth the fact that at a pre-hearing conference the validity of the charges and the measure of discipline was agreed to and that no appeal will be taken from the discipline administered and that the hearing will be cancelled and the discipline administered should then be stated.

In the event an agreement is not reached in the pre-hearing conference on the validity of the charges preferred against the employee and the measure of discipline, the hearing will be conducted at the time and place designated and during the course of such a hearing, no reference will be made to statements made by either party during the pre-hearing conference.

- (g) A decision shall be rendered within thirty (30) days following the investigation, and written notice of discipline will be given the employee, with copy to the local organization's representative.
- (h) The employee and the duly authorized representative shall be furnished a copy of the transcript of the investigation within thirty (30) days of the date the hearing is held. The employee or his/her representative will not be denied the right to take a stenographic record or tape recording of the investigation.
- (i) The time limits specified in this Rule 32 may, upon written request, be extended in a particular case by agreement between the Railroad Company and the employee involved or his/her duly authorized local representative. If investigation is not held or decision rendered within the time limits herein specified, or as extended by agreed-to postponement, the charges against the employee shall be considered as having been dismissed.
- (j) If it is found that an employee has been unjustly disciplined or dismissed, such discipline will be set aside and removed from the record. The

employee shall be reinstated with all seniority rights unimpaired, and shall be compensated for wage loss, if any, resulting from such discipline or dismissal, less any amount earned in other employment during such period the disciplinary action was in effect.

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 the Health and Welfare Plan as if he/she had not been suspended or dismissed in the first place.

- (k) The provisions of Rule 32 - Claims or Grievances shall be applicable to the filing of claims and to the appeal of claims in discipline cases.

However, all claims in connection with discipline cases will be appealed directly to the highest designated Company Officer.

- (l) Employees will not be required to lose time from their regular assignments because of being required to attend investigations. So far as is possible, investigations will be conducted during regular working hours. This rule will include the duly authorized representative of the employee being investigated and "necessary" witnesses whose presence has been arranged for with their supervisors. The Company will not be required to pay a representative or an employee attending a hearing outside of regular working hours as a witness for the employee charged with the offense. (Effective 1/1/83)

#### RULE 33 - Committee

The Company will not discriminate against any Committee person who is delegated to represent employees covered by this agreement, and for that purpose will grant leave of absence and free transportation, when not contrary to State or National laws or pass regulations.

#### RULE 34- Apprentices

1. SELECTION - Management shall select candidates for apprenticeship solely on the basis of the applicant's qualifications. A carman apprentice who resigns to accept other employment shall not be reemployed as an apprentice in the carmen's craft.

In the event of not being able to employ carmen with three (3) years' experience who are of good moral character and habits, regular apprentices will be advanced to carmen in accordance with their seniority. If this does not provide sufficient persons to do the work, persons who have had experience in the use of tools may be employed, and when so employed shall establish seniority as set

up carmen as of the date employed, after which they may be promoted to mechanics. They will not be retained in service as carmen when three (3) year carmen, as described above, become available.

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

(2<sup>ND</sup> AND 3<sup>RD</sup> PARAGRAPHS ADDED – LANGUAGE TAKEN FROM APPENDIX M; MODIFIED PER 6/10/09 DISCUSSION)

2. TRAINING PERIOD - Apprentices shall serve six (6) periods of one hundred twenty-two (122) days, each, or a total of seven hundred thirty-two (732) days, exclusive of all overtime worked. These training periods contemplate days of actual work. There will be no credit given for time paid for not worked, such as, but not limited to, holidays, vacation days, or personal leave days.
3. CREDIT ALLOWANCE - Credit toward apprenticeship time may be allowed to apprentices for previous applicable training or experience upon written request submitted to the Company with a copy to the General Chairman within thirty (30) calendar days of the beginning of their apprenticeship. The amount of credit to be allowed will be decided by mutual agreement between the General Chairman and the Company.
4. PROBATIONARY PERIOD - An apprentice must show the aptitude to learn the trade within the first period, or he/she will not be retained. However, apprentices selected from respective shop crafts will be permitted to return to the positions they vacated upon becoming apprentices.
5. HOURS OF WORK - Apprentices may be assigned to the same hours, starting time, and work weeks to which carmen are assigned at the facility in question. The ratio of not more than one (1) apprentice to four (4) carmen shall be applied, unless otherwise agreed to by the General Chairman in individual cases; such ratio shall be applied during force reduction.

Apprentices shall not be placed on the overtime call list. Apprentices may be used for overtime work only when all available carmen on the overtime list have been called or to complete the inspection of a train in the transportation yard which commenced before the end of their shift. Apprentices shall not be assigned to work other than the day shift during their first year of apprenticeship, except for technical training.

6. ON-THE-JOB-INSTRUCTION - The carmen apprentice program is designed to provide a learning and working experience. This apprentice shall work on jobs under the guidance of a directing and working carman.

Apprentices will be assigned at points where facilities provide a reasonable opportunity to learn the trade.

Apprentices shall be periodically rotated from position to position in such a manner that they will receive sufficient on-the-job experience in aspects of their trade to enable them to perform the duties of their craft in an efficient manner.

Two (2) apprentices shall not work together as partners.

7. TECHNICAL TRAINING - If the Company elects to have an apprentice take a course of instruction during assigned hours, each apprentice will receive and complete a course of related instruction on the technical subjects related to the craft. This related instruction may include classroom work at outside vocational or trade schools or correspondence courses, or a combination of both. The Company will pay for the cost of the completion of the training, the textbooks and related material will become the property of the apprentice. If the training is terminated for any reason prior to completion, textbooks and material shall be returned to the Company in good condition, or the cost deducted from the employee's wages due.

Those apprentices desiring to take courses on their own time may receive financial assistance in accordance with Section 9.

Where the Company determines that an apprentice has not maintained satisfactory progress on related technical training, the apprentice may be dropped from the apprentice program which after the probationary period shall be handled in accordance with Rule 32 Section 2. Progress in connection with the Railway Educational Bureau Program, or similar correspondence course, will not be considered satisfactory if the apprentice falls behind the standard schedule for completing the lessons, unless an extension has been granted through agreement between the General Chairman and the Company.

8. RATES OF PAY - The following rates of pay will apply as follows:

*	First Term	-	\$ 9.93 per hour
	Second Term	-	\$10.07 per hour
	Third Term	-	\$10.21 per hour
	Fourth Term	-	\$10.36 per hour
	Fifth Term	-	\$10.52 per hour
	Sixth Term	-	\$10.67 per hour

These rates shall be adjusted in accordance with all subsequent general wage increases including cost of living adjustments. \* (as of July 1, 1982)

Apprentices given credit for technical training under the provisions of Article 3 shall have their rates and terms adjusted in accordance with the credit allowed for such outside training.

9. INDENTURE - The Company will assist the apprentice in filing forms if the apprentice desires to be indentured. The indentured apprentice will receive a duplicate of the indenture regulation an apprentice is required to have a specified number of manhours of instruction, the apprentice can get financial assistance in accordance with the Company's educational assistance program.

Apprentice successfully completing practice program will receive a certificate of graduation.

10. GENERAL - During their last six (6) months of apprenticeship, an apprentice may be assigned to vacation relief or may be allowed to apply for and fill a permanent vacancy until a senior apprentice, upon completion of the training program, makes application for the vacancy, but may not acquire a carman's seniority dating until he/she has completed the time requirements of this program.

Should apprentices completing the program not have a carman vacancy that they can make application for, they shall be called when a carman's vacancy occurs. As of the date the apprentice completes his/her apprentice time, the apprentice will date as a carman.

Apprentices will hold seniority as such at the point employed. This seniority will be utilized only for the purposes of vacation selection, reduction of force, and for choice of working hours and rest days where such seniority preference can be honored without interfering with training and the various aspects of work. **(FIRST SENTENCE REMOVED PER 6/10/09 DISCUSSION)**

Apprentices who enter military service or lose time due to National Guard or Military Reserve Training will be granted retroactive carman's seniority date at the completion of the training.

Apprentices who lose time as a result of an on-duty injury will have their carman's seniority date set back the number of days lost upon completion of their training. This paragraph is not applicable to any apprentice who started his/her training before the date of this Agreement. The application of this paragraph shall not result in any such apprentice standing lower on the mechanics' seniority roster than apprentices who started training after the date of this Agreement, except for absences other than those specified in Article 10. This paragraph shall also apply to temporary carmen. **(REFERENCE TO HELPER REMOVED PER 6/10/09 DISCUSSION)**

11. All temporary carmen currently employed will have their service credited toward the time requirements of Article 2 so that no apprentice can rank ahead of these temporary carmen. Temporary carmen currently employed who have in excess

of seven hundred thirty-two (732) days' service, exclusive of overtime, will acquire a carman's seniority dating; their ranking on the roster will be determined by the amount of service rendered as a temporary carman. If more than one (1) temporary carman acquire their seven hundred thirty-two (732) days in completion of the required time necessary to qualify for journeymanship on the exact same date, that the ranking will then be established by age (date of birth) with the senior temporary carman listed on the roster ahead of the junior.  
**(MODIFIED PER JANUARY 3, 2009 E-MAIL FROM GC GRYGIEL.)**

#### RULE 35 - Applicants For Employment

Applicants for employment will be required to make statement only as to their qualifications and address of relatives, except when their duties require them to distinguish signals or do flagging, when they shall be required to pass the usual eyesight and hearing tests.

#### RULE 36 - Condition of Shops, Etc.

- (a) The Management, with the cooperation of the employees, will keep shops and yards in a clean and sanitary condition and all machinery and tools in a safe and working condition.
- (b) Good drinking water and ice will be furnished. Sanitary drinking fountains will be provided where necessary. Floors, lockers, toilets and wash rooms will be kept in a safe, clean, dry and sanitary condition. Shops, locker rooms and wash rooms will be lighted and heated in the best manner possible consistent with the source of heat and light available at the point in question. It will be the policy to keep pits in as clean, sanitary and dry condition as possible.

(PARAGRAPH (c) REMOVED PER 6/10/09 DISCUSSION)

- (c) At shops and roundhouses equipped with electricity, electric light bulbs and extensions will be kept in place where same are available for use.

#### RULE 37 - Personal Injuries

Employees injured while at work, will be given medical attention at the earliest possible moment and employees shall be permitted to return to work without signing a release, pending final settlement of the case.

#### RULE 38 - Notices

A place will be provided inside all shops, yards and roundhouses where proper notices of interest to employees may be posted.

RULE 41 - Shop Trains  
**(REMOVED PER 6/10/09 DISCUSSION)**

RULE 42 - Free Transportation  
**(REMOVED PER 6/10/09 DISCUSSION)**

RULE 39 - Protection for Employees

- (a) Reasonable protection will be afforded the health and safety of employees. Employees will carefully observe the rules of the Company designated to avoid accident and personal injuries.
- (b) 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.
- (c) When it is necessary to make repairs to engines, boilers, tanks and tank cars, such parts, insofar as necessary, shall be cleaned before mechanics are required to work on same.
- (d) This will also apply to cars undergoing general repairs.
- (e) Employees will not be assigned to jobs where they will be exposed to sand blast, dust blowers or paint sprayers while in operation.
- (f) All acetylene or electric welding or cutting will be protected by a suitable screen when its use is required.
- (g) Oxyacetylene or electric welding or cutting operators will be furnished with helper when required for personal safety.
- (h) No employee will be required to work under a locomotive or car without being protected by proper signals.

**((i) and (j) OBSOLETE PER DISCUSSION 6/10/09)**

RULE 40 - Help to be Furnished

Mechanics and apprentices will be furnished sufficient competent help when required.  
**(SECOND SENTENCE REMOVED PER 6/10/09 DISCUSSION)**

#### RULE 41 - Use of Company Tools and Materials

No Company tools or materials of any kind shall be taken off the Company's premises for personal use, unless properly authorized by the officer in charge.

#### RULE 42 - Rolling and Bumping

The exercising of seniority to displace junior employees, which practice is usually termed "Rolling" or "Bumping", will not be permitted. (Exception - see Appendix C).

#### RULE 43 - Pay for Checking In and Out

At the close of each week one (1) minute for each hour actually worked during the week will be allowed employees for checking in and out making out service cards on their own time.

#### RULE 44 - Daylight Savings Time

In conformity with the law, all this Company's operations will be governed by daylight saving time during the period it is in effect.

In making the changes from standard time to daylight saving time and from daylight saving time to standard time, employees who actually work only seven (7) hours as a result of the change to daylight saving time will be paid for eight (8) hours, and an employee who actually works nine (9) hours as the result of the return to standard time will be paid for eight (8) hours.

#### CARMEN'S SPECIAL RULES

##### RULE 45 - Qualifications

Any person who has served an apprenticeship or who has had seven hundred thirty-two (732) working days of practical 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 craft or occupation in a mechanical manner, shall constitute a carman.

**RULE 50 (NOW RULE 46) – CLASSIFICATION OF WORK (A) (FORMER MILWAUKEE) REMOVED PER JULY 28, 1988 MOA (APPENDIX F)**



## RULE 46 - Classification of Work

Carmen, with the assistance of apprentices, shall perform work encompassed by this Classification of Work Rule. **(HELPER REFERENCE REMOVED PER 6/10/09 DISCUSSION)**

Carmen's work shall consist of:

- (a) Inspecting, building, repairing, fabricating, assembling, maintaining, dismantling for repair or salvage, upgrading of all freight cars, cabooses, work train equipment cars, wrecking cranes, and other rail cars constructed of wood, steel, or any other type of material used in construction. **(COOPERING REMOVED PER 6/10/09 DISCUSSION)**
- (b) Laying out, assembling, removing, repairing all pipe work related to pneumatic (air) brakes and appurtenances on freight and work train equipment cars and cabooses; removing, applying inspecting, cleaning, oiling, repairing, testing of all pneumatic (air) brake triple valves, successor valves and related parts in connection with pneumatic (air) brake systems on freight and work train equipment cars and cabooses; coupling of air, signal, and hoses in yards or passenger terminals; testing and inspection of air brakes and appurtenances on all trains as required by the Company.
- (c) Operation of presses, punches, shears, hand forges, heating torches in laying-out, shaping, forming, straightening, fabricating of materials used in connection with work generally recognized as carmen's work.
- (d) Operating power saws, hand saws, planing mill, machines and tools required when laying-out and fabricating wooden components in repairing of cabooses, freight, and work train equipment cars; cabinet and bench carpenter work; pattern and flask making; fabricating, assembling and installing trays, shelves, bins, boxes, tables, benches, cabinets, and buggies, regardless of materials used. Carmen's work in connection with building and repairing of jigs, and shop machinery and equipment.
- (e) Laying-out, shaping, forming, fabricating, building, and repairing of underframes for rail motor cars, tender trucks, hand and station trucks; removing, repairing, compressing of couplers and draft gears of all types of locomotives; building, repairing, removing, and applying of doors, windows, door and window locks, hydraulic door checks, grabirons, handrails, locomotive wood cabs, pilots, pilot beams, running boards, foot and headlight boards and brackets, flooring of wood or cement or linoleum or other composition and all other work recognized as carmen's work on all types of locomotives. (This provision does not include fabrication of grabirons and handrails.)

- (f) Carmen's work shall consist of operating the swing lifts to load and unload containers and trailers from cars; tying down, fastening, anchoring, and releasing, regardless of method used, of piggyback trailers or containers to cars.
- (g) Carmen's work shall consist of operating Company wrecking derrick, wrecking derrick foreman's work, and wrecking crews' work at all wrecks or derailments of cars, locomotives, and trains, and the operation and use of any other Company equipment used in wrecking service.
- (h) Operating motor trucks, tractors, car pullers, trackmobiles, pushing machines, all other on or off track (rail) equipment when used to transport new and used materials from stockpile and in the movement of freight and work train equipment cars and cabooses to and from facilities where inspection, repairing, assembling, maintaining, dismantling, upgrading of such equipment is scheduled to be performed by carmen on repair tracks (including one spot facilities) yard tracks, shops, or other locations designated for such class of work.
- (i) Welding, fusing, brazing, soldering, tinning, leading, metalizing, bonding, cutting, burning by use of such processes as oxyacetylene, electric, thermit, heli-arc, tig, or any other process on metal work that is generally recognized as carmen's work.
- (j) Carmen's work shall consist of inspection, building, repairing, maintaining, upholstering, and painting of motor cars, hand cars, lever cars, outfit cars, and station trucks; carmen's work on automotive equipment and trucks; A.A.R. write-up person, Federal and Joint Car inspectors, car inspectors (except at derailments); inspection and repairing of all equipment on line-of-road or set out on line-of-road; will adjust and secure, regardless of method and equipment used, all shifted loads in shops, yards, and line-of-road (except at derailments). Carmen's work in connection with tying down and blocking of equipment.
- (k) Painter's work shall consist of painting, application of cement or other weatherproofing or sealer compounds, priming, surfacing, application of metal or wood preservatives, glazing varnishing, sanding, finishing, decorating, lettering, cutting stencils, cutting and applying reflectorized material, removing paint (not including use of sandblast machines or removing in vats), applying noxcrete and all other work generally recognized as painter's work when under the supervision of the locomotive and car departments. (The above provision shall not change present practices at locations where carmen are applying cement, weatherproofing, or sealer compounds.)
- (l) 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 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 Company 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 **Soo Line Railroad** for the actual time at pro rata rates required to perform the incidental work.

**(MODIFIED BY ARTICLE VIII – INCIDENTAL WORK RULE OF THE MARCH 10, 1992 SOO/BRC MOA.)**

(l)

- (m) Upholster's work shall consist of upholstering, laying of carpets and linoleum or other floor coverings, vacuuming, shampooing, or any other method of cleaning carpets or seat cushions; laying out, sewing, hanging, repairing of diaphragm covers and vestibule curtains, and any other work generally recognized as upholster's work on locomotives and cars.
- (n) The Agreement between the Brotherhood of Railway Carmen and International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers, and Helpers, effective July 1, 1920, amended July 1, 1957, shall apply between the carmen and boilermaker crafts.
- (o) It is the intent of this Agreement to identify and preserve work performed by the carmen and will not expand or extend jurisdiction where the work is performed by employees of another craft as of the effective date of this Agreement.

If work generally recognized as carmen's work is omitted from this rule, it is not an admission that such work is not generally recognized as carmen's work.  
(Appendix V removed)

## RULE 47 - Carmen Apprentices

Include apprentices in connection with the work as defined in Rule 46. **(HELPER REFERENCE REMOVED PER 6/10/09 DISCUSSION)**

## RULE 52 - Carmen Helpers **(DELETED PER 6/10/09 DISCUSSION)**

## RULE 48 - Wrecking Crews

- (a) Wrecking crews, including wrecking derrick operator, shall be composed of regularly assigned qualified Carmen and will be paid as per Schedule Rule 10. Wrecking derrick operator shall receive the operator's rate of pay while acting in such capacity. The regularly assigned crew shall consist of the same number of employees assigned as of December 5, 1975.
- (b) When the wrecking derrick outfit is ordered for service at a wreck or derailment outside yard limits, a sufficient number of the regularly assigned wrecking crew will be used. It will not be necessary for all or any portion of the regular wrecking crew to accompany the outfit to the scene of the wreck or derailment and/or return if other suitable means of transportation is available and desired by management.
- (c) When the Company utilizes the equipment of a contractor (with or without forces) for the performance of wrecking or rerailment service, a sufficient number of qualified Carmen from the nearest point to the scene of the wreck or derailment will be used as follows:
  - 1. If a regularly assigned wrecking crew is located at a point nearest to the scene of the wreck or derailment, a sufficient number of the regularly assigned wrecking crew will be called to work with the contractor. For every ground worker employed and used by the contractor, the Company will call and use an equal number of regularly assigned crew. If after the Company has assigned all of its regularly assigned wrecking crew members, ground workers are still needed. Carmen from the nearest point, if reasonably accessible to the wreck or derailment, will be called and used, if available, consistent with requirements of service at such point. If additional ground workers are still needed, then the contractor is permitted to supplement the forces with additional ground workers in his/her employ. If regularly assigned wrecking crew members from the nearest point are not available, other Carmen from that or other points may be used in place of the regularly assigned wrecking crew.
  - 2. If at the point nearest the scene of a wreck or derailment the Company does not have a regularly assigned wrecking crew, but has regularly

assigned Carmen employed at such point and the Company does not dispatch a regular wrecking crew, qualified Carmen from the point nearest the scene of the wreck or derailment will be called and used. The number of Carmen called will be consistent with service requirements at such point at time of need to work with the contractor. If the contractor uses ground workers in his/her employ, an equal number of Carmen from the nearest point will be called and used consistent with the requirements of the service at the point. If an equal number of Carmen cannot be obtained at the nearest point to the scene of wreck or derailment, Carmen from other points, if reasonably accessible to the wreck or derailment, will be called and used, if available, consistent with requirements of service at such point or points. If more ground workers are needed than that provided for on an equal basis and the Company has exhausted its supply of Carmen from the nearest point or points, then the contractor is permitted to augment the forces with additional ground workers in his/her employ.

3. A Carman mechanic-in-charge or an incumbent supervisor working under the provisions of Article III - Assignment of Work - Use of Supervisors - of the Shop Crafts Agreement dated September 25, 1964, shall be considered a qualified Carman and may work as a ground worker with a contractor and/or with the regularly assigned wrecking crew or Carman when called to work at a wreck or derailment. The mechanic-in-charge and/or incumbent supervisor can be used at any point when only one (1) employee is needed to work with the contractor. However, the incumbent supervisor will not be used when only one (1) employee is needed if Carmen are available at the point. The mechanic-in-charge or the incumbent supervisor cannot displace regular wrecking crew members.
4. For wrecks or derailments within yard limits, a sufficient number of Carmen will be called to perform the work.
5. When the Company elects to call a contractor for any wrecks or derailments, it is understood that the necessary wrecking crews and/or carmen, as nearly as possible, will be called so as to arrive at the derailment at about the same time as the contractor crews.
6. This agreement shall not be construed to prevent train or engine crews or others from rereiling cars and/or locomotives with frogs or when the job can be accomplished without the aid of special tools and/or equipment generally used by wrecking crews and/or Carmen. (Effective 9/1/77)

#### 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. (Association of American Railroads) rules and safety appliance laws.

## RULE 50 - Protection for Train Yard and Repair Persons

The most current version of the Code of Federal Regulations to govern the requirements for protection of persons assigned to train, yard, or repair work. See Appendix A.

## RULE 51 - Miscellaneous

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

## RULE 52 - Repair Work On Road

Carman, when necessary, will be sent out on line of road or away from the shops, to perform such work as putting in couplers, draft rods, draft timbers, arch bars, center pins, putting cars on center, truss rods, wheels, and other work of similar character. **(HELPER REFERENCE REMOVED PER 6/10/09 DISCUSSION)**

## RULE 53 - Apprentices

Apprenticeships will be established in all branches of the trade. Apprentices shall be governed by the general rules governing apprentices.

## RULE 54 - Differentials for Carmen

- (a) Carmen, when generally assigned to operating autogenous welding apparatus, except the use of cutting torch as provided in Section (b) of this rule, will receive fourteen (14) cents above the minimum rate paid carmen.

If not generally employed at such work, they will receive the differential for the time so engaged as follows:

When four (4) hours or more work would be performed at differential rate of pay, the fourteen (14) cents above the minimum rate paid carmen will apply to the work day within bulletined assigned hours and overtime continuous therewith.

When less than four (4) hours work would be performed at differential rate of pay, the fourteen (14) cents above the minimum rate paid carmen will

apply on the minute basis for the actual time so engaged, with a minimum of one (1) hour for the work day.

- (b) Freight carmen, when generally assigned as cutters, will receive six (6) cents above the minimum rate paid freight carmen.

**(PARAGRAPH DELETED PER 6/10/09 DISCUSSION)**

If not generally employed at such work, they will receive the differential for the time so engaged as follows:

When four (4) hours or more work would be performed at differential rate of pay, the six (6) cents above the minimum rate paid carmen will apply to the work day within bulletined assigned hours and overtime continuous therewith.

When less than four (4) hours work would be performed at differential rate of pay, the six (6) cents above the minimum rate paid carmen will apply on the minute basis for the actual time so engaged, with a minimum of one (1) hour for the work day.

**RULE 60 - Coach Cleaners  
(REMOVED PER 6/10/09 DISCUSSION)**

**RULE 55 - Agreement to be Printed**

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

**RULE 56 - Rates of Pay**

Basic rates of pay now in effect shall become a part of this Agreement and shall remain in effect until changed by mutual agreement. Differentials to be maintained.

**RULE 57 – Personal Leave  
(RULE ADDED PER ARTICLE X OF THE DECEMBER 11, 1981 NATIONAL AGREEMENT)**

A maximum of two (2) days of personal leave will be provided on the following basis:

Employees who have met the qualifying vacation requirements during eight (8) calendar years under vacation rules in effect on January 1, 1982 shall be entitled to one (1) day of personal leave in subsequent calendar years.

Employees who have met the qualifying vacation requirements during seventeen (17) calendar years under vacation rules in effect on January 1, 1982 shall be entitled to two (2) days of personal leave in subsequent calendar years.

- (a) Personal leave days may be taken upon forty-eight (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.
- (b) Personal leave days will be paid for at the regular rate of the employee's position or the protected rate, whichever is higher.
- (c) The personal leave days provided 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.
- (d) The work day (or day, in the case of an other than regularly assigned employee) immediately preceding or following the personal leave day is considered as the qualifying day for holiday purposes.

**(PARAGRAPH (d) ADDED PER NOVEMBER 19, 1986 BRC NATIONAL MEDIATION AGREEMENT – S. L. #9)**

**RULE 58 – Bereavement Leave  
(RULE ADDED PER ARTICLE VI OF THE MARCH 10, 1992 SOO/BRC MEMORANDUM OF AGREEMENT)**

Bereavement Leave, not in excess of three (3) calendar days, following the death, will be allowed in case of death of an employee's brother, sister, parent, child, grandchild, spouse or spouse's parent. In such cases a minimum basic day's pay at the rate of the last service rendered will be allowed for the number of working days lost during bereavement leave. Employees involved will make provisions for taking leave with their supervising officials in the usual manner. Any restrictions against blanking jobs or realigning forces will not be applicable when an employee is absent under this provision.

Q-1: How are the three calendar days to be determined?



- A-1: An employee will have the following options in deciding when to take bereavement leave:
- (a) three consecutive calendar days, commencing with the day of death, when the death occurs prior to the time an employee is scheduled to report for duty;
  - (b) three consecutive calendar days, ending the day of the funeral service; or
  - (c) three consecutive calendar days, ending the day following the funeral service.
- Q-2: Does the three (3) calendar days allowance pertain to each separate instance, or do the three (3) calendar days refer to a total of all instances?
- A-2: Three days for each separate death; however, there is no pyramiding where a second death occurs within the three-day period covered by the first death.
- Example: Employee has a work week of Monday to Friday - off-days of Saturday and Sunday. His mother dies on Monday and his father dies on Tuesday. At a maximum, the employee would be eligible for bereavement leave on Tuesday, Wednesday, Thursday and Friday.
- Q-3: An employee working on an extra board is granted bereavement leave on Wednesday, Thursday and Friday. Had he not taken bereavement leave he would have been available on the extra board, but would not have performed service on one of the days on which leave was taken. Is he eligible for two or three days of bereavement pay?
- A-3: A maximum of two days.
- Q-4: Will a day on which a basic day's pay is allowed account bereavement leave serve as a qualifying day for holiday pay purposes?
- A-4: No; however, the parties are in accord that bereavement leave non-availability should be considered the same as vacation non-availability and that the first work day preceding or following the employee's bereavement leave, as the case may be, should be considered as the qualifying day for holiday purposes.

Q-5: Would an employee be entitled to bereavement leave in connection with the death of a half-brother or half-sister, stepbrother, or stepsister, stepparents or stepchildren?

A-5: Yes as to half-brother or half-sister, no as to stepbrother or stepsister, stepparents or stepchildren. However, the rule is applicable to a family relationship covered by the rule through the legal adoption process.

**(Q&A'S FROM BRC NATIONAL AGREEMENT – PREVIOUSLY APPENDIX II)**

**RULE 59 – Jury Duty  
(RULE ADDED PER ARTICLE VI OF THE DECEMBER 6, 1978 NATIONAL  
MEDIATION AGREEMENT)**

Insofar as applicable to the employees covered by this Agreement Article III – Jury Duty of the Agreement of September 2, 1969, is hereby amended to read as follows:

When a regularly assigned employee is summoned for jury duty and is required to lose time from his/her assignment as a result thereof, the employee shall be paid for actual time lost with a maximum of a basic day's pay at the straight time rate of the position for each day lost less the amount allowed 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 Company 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 sixty (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 Company shall have the option of determining whether or not the employee's regular position shall be blanked, notwithstanding the provisions of any other rules.
- (5) Except as provided in paragraph (6), an employee will not be required to work on his/her assignment on days on which jury duty:
  - (a) ends within four (4) hours of the start of his/her assignment; or

- (b) is scheduled to begin during the hours of his/her assignment or within four (4) hours of the beginning or ending of his/her assignment.
- (6) On any day that an employee is released from jury duty and four (4) or more hours of the work assignment remain, the employee will immediately inform his/her supervisor and report for work if advised to do so.

**RULE 60 – Termination of Seniority  
(RULE ADDED PER ARTICLE V OF THE NOVEMBER 19, 1986 NATIONAL  
MEDIATION AGREEMENT)**

The seniority of any employee whose seniority under an agreement with BRC is established after the date of this Agreement and who is furloughed for three hundred sixty-five (365) consecutive days will be terminated if such employee has less than three (3) years of seniority.

The “three hundred sixty-five (365) consecutive days” shall exclude any period during which a furloughed employee receives compensation pursuant to an I.C.C. employee protection order or an employee protection agreement or arrangement.

**RULE 61 - Revision of Agreement**

These rules, effective \_\_\_\_\_, 2010, are to remain in force until revised in accordance with the procedure required by the Railway Labor Act, as amended, or by mutual agreement.

For the

For the

BROTHERHOOD OF RAILWAY  
CARMEN DIV. -TRANSPORTATION  
COMMUNICATIONS INTERNATIONAL  
UNION

SOO LINE RAILROAD COMPANY

\_\_\_\_\_  
Raymond Grygiel  
International Representative

\_\_\_\_\_  
Cathryn S. Frankenberg  
AVP Labor Relations & Human  
Resources - US

Signed at Minneapolis this \_\_\_\_\_ day of \_\_\_\_\_ 2010.

## APPENDIX A

### Subpart B - Blue Signal Protection of Workmen

#### 218.21 Scope.

This subpart prescribes minimum requirements for the protection of railroad employees engaged in the inspection, testing, repair, and servicing of rolling equipment whose activities require them to work on, under, or between such equipment and subjects them to the danger of personal injury posed by any movement of such equipment.

#### 218.23 Blue signal display.

- (a) Blue Signals displayed in accordance with 218.25, 218.27, or 218.29 signify that workmen are on, under, or between rolling equipment. When so displayed -
  - 1. The equipment may not be coupled to;
  - 2. The equipment may not be moved, except as provided for in 218.29;
  - 3. Other rolling equipment may not be placed on the same track so as to reduce or block the view of a blue signal, except as provided for in 218.29 (a), (b), and (c); and
  - 4. Rolling equipment may not pass a displayed blue signal.
- (b) Blue Signals must be displayed in accordance with 218.25, 218.27, or 281.29 by each craft or group of workmen prior to their going on, under, or between rolling equipment and may only be removed by the same craft or group that displayed them.

#### 218.25 Workmen on a main track.

When workmen are on, under, or between rolling equipment on a main track:

- (a) A blue signal must be displayed at each end of the rolling equipment; and
- (b) If the rolling equipment to be protected includes one or more locomotives, a blue signal must be attached to the controlling locomotive at a location where it is readily visible to the engineman or operator at the controls of that locomotive.
- (c) When emergency repair work is to be on, under, or between a locomotive or one or more cars coupled to a locomotive, and blue signals are not

available, the engineman or operator must be notified and effective measures must be taken to protect the workmen making the repairs.

#### 218.27 Workmen on track other than main track.

When workmen are on, under, or between rolling equipment on track other than main track:

- (a) A blue signal must be displayed at or near each manually operated switch providing access to that track;
- (b) Each manually operated switch providing access to the track on which the equipment is located must be lined against movement to that track and locked with an effective locking device; and
- (c) The person in charge of the workmen must have notified the operator of any remotely controlled switch that work is to be performed and have been informed by the operator that each remotely controlled switch providing access to the track on which the equipment is located has been lined against movement to that track and locked as prescribed in 218.30.
- (d) If rolling equipment requiring blue signal protection as provided for in this section is on a track equipped with one or more crossovers, both switches of each crossover must be lined against movement through the crossover toward that rolling equipment, and the switch of each crossover that provides access to the rolling equipment must be protected in accordance with the provisions of paragraphs (a) and (b), or (c) of this section.
- (e) If the rolling equipment to be protected includes one or more locomotives, a blue signal must be attached to the controlling locomotive at a location where it is readily visible to the engineman or operator at the controls of that locomotive.

#### 218.29 Alternate methods of protection.

Instead of providing blue signal protection for workmen in accordance with 218.27, the following methods for blue signal protection may be used:

- (a) When workmen are on, under, or between rolling equipment in a locomotive servicing track area:
  - 1. A blue signal must be displayed at or near each switch providing entrance to or departure from the area;
  - 2. Each switch providing entrance to or departure from the area must be lined against movement to the area and locked with an effective locking device; and

3. A blue signal must be attached to each controlling locomotive at a location where it is readily visible to the engineman or operator at the controls of that locomotive;
  4. If the speed within this area is restricted to not more than 5 miles per hour a derail, capable of restricting access to that portion of a track within the area on which the rolling equipment is located, will fulfill the requirements of a manually operated switch in compliance with paragraph (2) of this paragraph (a) when positioned at least 50 feet from the end of the equipment to be protected by the blue signal, when locked in a derailing position with an effective locking device, and when a blue signal is displayed at the derail;
  5. A locomotive may be moved onto a locomotive servicing area track after the blue signal has been removed from the entrance switch to the area. However, the locomotive must be stopped short of coupling to another locomotive;
  6. A locomotive may be moved off of a locomotive servicing area track after the blue signal has been removed from the controlling locomotive to be moved and from the area departure switch;
  7. If operated by an authorized employee under the direction of the person in charge of the workmen, a locomotive protected by blue signals may be repositioned within this area after the blue signal has been removed from the locomotive to be repositioned and the workmen on the affected track have been notified of the movement; and
  8. Blue signal protection removed for the movement of locomotives as provided in paragraphs (5) and (6) of this paragraph (a) must be restored immediately after the locomotive has cleared the switch.
- (b) When workmen are on, under, or between rolling equipment in a car shop repair track area:
1. A blue signal must be displayed at or near each switch providing entrance to or departure from the area; and
  2. Each switch providing entrance to or departure from the area must be lined against movement to the area and locked with an effective locking device;
  3. If the speed within this area is restricted to not more than 5 miles per hour, a derail capable of restricting access to that portion of a track within the area on which the rolling equipment is located will

fulfill the requirements of a manually operated switch in compliance with paragraph (2) of this paragraph (b) when positioned at least 50 feet from the end of the equipment to be protected by the blue signal, when locked in a derailing position with an effective locking device and when a blue signal is displayed at the derail; and

4. If operated by an authorized employee under the direction of the person in charge of the workmen, a car mover may be used to reposition rolling equipment within this area after workmen on the affected track have been notified of the movement.
- (c) Except as provided in paragraphs (a) and (b) of this section, when workmen are on, under, or between rolling equipment on any track, other than a main track:
1. A derail capable of restricting access to the portion of the track on which such equipment is located, will fulfill the requirements of a manually operated switch when positioned no less than 150 feet from the end of such equipment; and
  2. Each derail must be locked in a derailing position with an effective locking device and a blue signal must be displayed at each derail.
- (d) When emergency repair work is to be done on, under, or between a locomotive or one or more cars coupled to a locomotive, and blue signals are not available, the engineman or operator at the controls of that locomotive must be notified and effective measures must be taken to protect the workmen making the repairs.

#### 218.30 Remotely controlled switches.

- (a) After the operator of the remotely controlled switches has received the notification required by 218.27(c), he must line each remotely controlled switch against movement to that track and apply an effective locking device to the lever, button, or other device controlling the switch before he may inform the employee in charge of the workmen that protection has been provided.
- (b) The operator may not remove the locking device unless he has been informed by the person in charge of the workmen that it is safe to do so.
- (c) The operator must maintain for 15 days a written record of each notification which contains the following information:
  1. The name and craft of the employee in charge who provided the notification;

2. The number or other designation of the track involved;
3. The date and time the operator notified the employee in charge that protection had been provided in accordance with paragraph (a) of this section; and
4. The date and time the operator was informed that the work had been completed, and the name and craft of the employee in charge who provided this information.



APPENDIX B  
(ELIMINATED – NO LONGER HAVE OUTFIT CARS)

APPENDIX B

Memorandum #2

November 3, 1983

Mr. R. A. Johnson  
General Chairman - BRC  
1035 Hassell Road  
Hoffman Estates, Illinois 60195

Dear Sir:

During our recent negotiations in connection with your Section 6 Notice dated January 31, 1978 and identified as NMB Case No. A-10383, the following was agreed to for the adjusting of shifted loads on open top cars.

Effective January 1, 1984, when the Carrier utilizes the equipment of a contractor for the adjusting of shifted loads at Bensenville, Milwaukee and St. Paul, the contractor will be limited to having one machine operator and one groundman for the particular job contracted for. Similarly, for each such job where there is a contractor's groundman, the Carrier will furnish at least one (1) carman to assist.

If and when twenty (20) or more carmen are employed at Ottumwa, Iowa, it will then become subject to the conditions set forth above for Bensenville, Milwaukee and St. Paul. At this time the General Chairman will have the option to designate three (3) of these four (4) terminals to be governed by the conditions outlined herein.

Very truly yours,

/s/ J. R. Werner

J. R. Werner  
Director-Labor Relations

I CONCUR:

/s/ R. A. Johnson  
General Chairman - BRC

APPROVED:

/s/ R. B. Ogilvie  
R. B. Ogilvie, Trustee

APPENDIX C

Memorandum #3

MEMORANDUM OF AGREEMENT

As between the undersigned, it is agreed that when forces are reduced or jobs abolished, employees effected may place themselves according to their seniority, provided they are qualified to perform the work of the position.

Employees exercising displacement rights will do so within five calendar days after being effected by force reduction or job abolishment of position.

This Agreement is effective May 1, 1976, and shall remain in effect until revised or annulled in accordance with the procedures prescribed in the Railway Labor Act, as amended.

System Federation No. 76

/s/ J. C. Clementi  
General Chairman – BRC

/s/ V. W. Merritt  
Assistant Vice President  
Labor Relations

/s/ Stephen Haugh  
General Chairman - IBEW

/s/ G. P. Winters  
General Chairman - IBBISBBF&H

/s/ C. H. Long  
General Chairman - IBF&O

Chicago, Illinois

APPENDIX D

Memorandum #4

AGREEMENT

BETWEEN

MILWAUKEE RAILROAD

AND

SYSTEM FEDERATION NO. 76 OF THE RAILWAY EMPLOYEES'  
DEPARTMENT, AFL-CIO CONCERNING THE USE OF EMPLOYEES AS  
"MECHANICS IN CHARGE" AND SUB-ORDINATE PERSONNEL  
AT OUTLYING POINTS.

1. At any outlying point a Mechanic may be designated as Mechanic in Charge and compensated at a monthly rate to cover services performed.
2. (a) At a point where service requirements necessitate the employment of Craftsmen, in addition to the Mechanic in Charge, Craftsmen will be employed. The Mechanic in Charge will be permitted to do any and all Craftsman work.
- (b) At points where Craftsmen, in addition to the Mechanic in Charge, are employed, mechanics of all crafts will be assigned in proportion to the work load involved. The Mechanic in Charge and the Craftsmen will be permitted to do any and all Craftsmen work, as stipulated in Article IV of the September 25, 1964 Agreement, which reads as follows:

"ARTICLE IV - OUTLYING POINTS"

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

disposition of the dispute, the Carrier may proceed with or continue its designation."

- (c) Except by mutual agreement, paragraph 2 (b) does not affect those positions occupied by carmen as of ( ). At points where carmen are presently performing locomotive work they will continue to do so unless mutually agreed otherwise.
3. Service requirements will govern assigned hours of Mechanic in Charge. All shifts of Craftsmen to consist of eight (8) hours consistent with Rules 3, 4, 5 and 6.
  4. In filling positions of Mechanic in Charge, senior Mechanics at the point will be given preferred consideration, and the Mechanics of all crafts will be considered.
  5.
    - (a) Mechanic in Charge will be paid the basic Craftsman's hourly rate, based on 200 hours per month plus 30 cents per hour at points where no other employes are supervised.
    - (b) Mechanic in Charge will be paid the basic Craftsman's hourly rate based on 200 hours per month plus 40 cents per hour where employes other than Craftsmen are supervised.
    - (c) Mechanic in Charge will be paid the basic Craftsman's hourly rate, based on 200 hours per month plus 50 cents per hour where other Craftsmen are supervised.

NOTE: The 200 hours is based on the average number of working days per month (21.74) plus four (4) additional hours per week at time and one-half of straight time rate.

If it is found that this rule does not produce adequate compensation for certain of these positions by reason of the occupants thereof being required to work excessive hours, the salaries for these positions may be taken up for adjustment.

6. At points where bona fide Craftsmen are not available to meet service requirements, new positions or regular vacancies may be filled by qualified personnel upon reaching agreement between General Officers and General Chairman of craft involved.
7. An incumbent Supervisor working under the provisions of Article III - Assignment of Work - Use of Supervisors - of the Shop Craft Agreement of September 25, 1964, who assumed his present position prior to the date of this agreement, may be retained in his present position; however, his replacement shall be subject to the preceding paragraphs of this agreement.

8. (a) Employees accepting positions as Mechanic in Charge shall retain their seniority rights at the Shop, Roundhouse or Yard where they last held seniority rights if asserted within thirty (30) days after being relieved or relinquishing assignment as Mechanic in Charge.
- (b) Mechanics in Charge will be governed by established district seniority, separated as to Car and Locomotive Departments.
- (c) Insofar as Craftsmen are concerned, seniority will be confined to the point employed.
9. This Agreement will not preclude promotion to Mechanic in Charge of employees who come under the scope of Firemen and Oilers.
10. Employees covered by this Agreement shall be subject to the provisions of the Union Shop Agreement effective February 16, 1953, and shall maintain membership in the Organization representing the craft in which seniority is retained.
11. This Agreement will become effective October 1, 1974, and will continue in effect until terminated. The Agreement will be terminated upon thirty-one (31) days written notice of request to do so by either party signatory hereto.

SIGNED IN AGREEMENT HEREOF:

FOR THE EMPLOYEES:

/s/ Stephen Haugh

For the International Brotherhood of Electrical Workers (Apprentices and Helpers).

/s/ A. L. Kohn

For the International Brotherhood of Boilermakers, Iron Ship Builders Blacksmiths, Forgers and Helpers (Apprentices)

/s/ A. L. Kohn

For the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers (Apprentices).

FOR THE RAILROAD COMPANY:

/s/ F. A. Upton

Assistant Vice President - Mechanical

/s/ V. W. Merritt

Asst. Vice President-Labor Relations

/s/ J. C. Clementi

For the Brotherhood of Railway  
Carmen of the United States and Canada  
and their Apprentices and Helpers.

/s/ C. H. Long

For the International Brotherhood of  
Firemen and Oilers.

May 14, 1986

Mr. Eloy H. Greuel  
General Chairman  
Brotherhood Railway Carmen of  
the United States and Canada  
1515 Hilltop Drive  
Fond du Lac, WI 54935

Mr. Dennis Dilley  
General Chairman  
Brotherhood Railway  
Carmen  
8323 O'Connor Drive  
River Grove, IL 60171

Gentlemen:

### Letter of Understanding

In consideration of the establishment of district seniority and of rules governing the exercise of seniority in the September 26, 1984, Employee Protective Agreement, the parties hereby agree to apply the Memorandum of Agreement, between the Milwaukee Road and System Federation No. 76 of the Railway Employees' Department, AFL-CIO concerning the use of Employees as "Mechanics In Charge" and Sub-Ordinate Personnel at Outlying Points dated October 1, 1974, to Mechanic-In-Charge Car Department positions as follows:

1.
  - (a) Mechanic-In-Charge positions in the Car Department will be filled by giving preference to carmen with Car Department MIC seniority who are active at the point involved;
  - (b) If not filled by (a) above, will be filled by giving preference to the senior, qualified carmen (journeyman) at the point.
  - (c) If not filled by (b) above, the position will be bulletined in accordance with applicable carmen schedule rules to employees on the Car Department MIC roster;
  - (d) If not filled by (c) above, the junior inactive Car Department MIC will be forced to the position, and if he refuses to accept the position, will forfeit his seniority on the Car Department MIC roster;
  - (e) If still not filled, such positions will be filled in compliance with Section 6 of the above referenced October 1, 1974, agreement with the understanding that Car Department road truck work will be performed by employees of the carmen craft.
2. An employee returning from an official or supervisory position, who under the applicable carmen schedule rules is entitled to a displacement right, and who could, by virtue of his Car Department MIC seniority, place himself on an MIC position, but fails to do so, will forfeit his Car Department MIC seniority.



3. Should a position be filled by the process in (d) above, the carman who is not a journeyman as of the date appointed to the Mechanic-In-Charge position, will have his time (not to exceed forty (40) hours per week) as a Mechanic-In-Charge count towards his journeyman dating.
4. (a) Mechanics In Charge will be governed by established system Car Department MIC seniority;  
(b) Carmen seniority will be retained in the applicable district(s).

If you concur with the foregoing, please execute both copies and return one (1) signed copy of the agreement for our files.

Very truly yours,

C. W. Nelson  
Assistant Vice President  
Labor Relations and Risk  
Management

CSF/pep

For the

BROTHERHOOD RAILWAY CARMEN  
FOR THE UNITED STATES AND CANADA

/s/ Eloy H. Greuel  
General Chairman - Soo Line

/s/ Dennis Dilley  
General Chairman - Milwaukee Road

For the

SOO LINE RAILROAD

/s/ C. W. Nelson  
Assistant Vice President  
Labor Relations and Risk  
Management

APPENDIX E

Memorandum #5

MEMORANDUM OF AGREEMENT  
BETWEEN  
CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY  
And Its Employees Represented By  
BROTHERHOOD OF RAILWAY CARMEN OF U.S. AND CANADA  
And  
INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIP BUILDERS,  
BLACKSMITHS, FORGERS, AND HELPERS  
And  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
And  
INTERNATIONAL BROTHERHOOD OF FIREMEN AND OILERS, HELPERS,  
ROUNDHOUSE AND RAILWAY SHOP LABORERS

When an employee is withheld from service because of his physical condition as a result of examination by the Carrier's physician, the Organization, upon presentation of a dissenting opinion as to the employee's condition by a competent physician, may make written request within fifteen (15) days of the date withheld upon his employing officer for a neutral medical authority to review the withheld employee's case.

In case the employee is unable to obtain a dissenting opinion due to causes beyond his control, such as, but not limited to, absence of his personal physician, it may be submitted within 30 days provided he submits his written request within the 15-day period prescribed above and indicates the reasons for his inability to concurrently present the dissenting opinion.

Within fifteen days of the receipt of such request, the Carrier and the Organization shall, by mutual agreement, appoint such neutral medical authority, which medical authority shall be expert on and specializing in the disability from which the employee is alleged to be suffering.

The neutral medical authority so selected will review the employee's case from medical records furnished by the parties hereto and, if it considers it necessary, will make an examination of the employee. Said medical authority shall then make a complete report of its findings in duplicate, one copy to the Carrier and one copy to the Organization, setting forth the employee's condition and an opinion as to his fitness to continue service in his regular employment which will be accepted as final.

The Carrier and the employee shall each pay one-half of the fee and expenses of the neutral medical authority and any examination expenses which may be incurred, such as hospital, laboratory, and X-ray services.

In the event the neutral medical authority concludes that the employee is fit to continue in service in his regular employment, such neutral medical authority shall also render a further opinion as to whether or not such fitness existed at the time the employee was withheld from service. If such further conclusion states that the employee possessed such fitness at the time withheld from service, the employee will be compensated for actual loss of earnings and benefits, which are a condition of employment, during the period so withheld.

In the event the neutral medical authority concludes that the employee is not fit to continue in service in his regular employment, the Organization may, upon presentation of an opinion from a competent physician that the employee's condition has improved, request re-examination by the Carrier's physician. Such request will not be made for the first 90 days thereafter, nor more often than once in any 90-day period.

Employees required by the Carrier to take routine periodic physical and/or visual examination will not suffer reduction in compensation if such examination is directed to be taken during hours of their regular assignment. If required to do so during other than regularly assigned hours of their assignment, they will be allowed payment for time consumed in taking such examination at the basic pro rata rate but not to exceed four hours at such rate.

The above provisions are not applicable to new employees with less than 60 days of compensated service, applicants for employment, or probationary employees.

Dated at Chicago, Illinois, this 1st day of May, 1976.

For BROTHERHOOD OF RAILWAY CARMEN  
OF UNITED STATES AND CANADA:

/s/ J. C. Clementi  
General Chairman

For CHICAGO, MILWAUKEE,  
ST. PAUL & PACIFIC RR CO.

/s/ V. W. Merritt  
Asst. Vice President -  
Labor Relations

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

/s/ Brian T. Johnson  
General Chairman

For INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS

/s/ Stephen Haugh  
General Chairman

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

/s/ C. H. Long  
General Chairman

APPENDIX G  
(REMOVED – NOW SUB-PARAGRAPH (I) OF RULE 46 (PREVIOUSLY RULE 50))

## APPENDIX F

July 28, 1988

### MEMORANDUM OF AGREEMENT BETWEEN THE BROTHERHOOD OF RAILWAY CARMEN OF THE UNITED STATES AND CANADA AND THE SOO LINE RAILROAD COMPANY

It is hereby agreed that effective August 1, 1988, the Schedule Agreement between the former Milwaukee Road and the Brotherhood of Railway Carmen, effective September 1, 1949, and amendments thereto will apply on the entire Soo Line System, except that the classification of work rule contained within the Schedule of Rules between the Soo Line Railroad and the Brotherhood of Railway Carmen effective March 1, 1985, will be the classification of work rule in the unified Schedule of Rules. Except as provided above, the former Soo Line Schedule Rules will be abrogated. It is further agreed that the classification of work rule and practices in connection therewith, in effect on the respective properties, are not in any way affected by the agreed upon unified Schedule of Rules.

By establishing the classification of work rule in this manner it is intended to identify and preserve to the carmen work which traditionally and regularly had been performed by carmen on the respective properties but will not expand or extend the carmens' jurisdiction on either property to work not performed by carmen on that property prior to August 1, 1988.

Any changes in practices and procedures on the respective properties with regard to the classification of work must be made through the formal procedures required by the Railway Labor Act.

This Agreement is intended to satisfy the requirements of Article II, Section 8 of the September 26, 1984, Employee Protective Agreement.

For the

BROTHERHOOD OF RAILWAY  
CARMEN OF THE UNITED STATES  
& CANADA

/s/ Bruce Parnham  
General Chairman – BRC

/s/ Dennis Dilley  
General Chairman - BRC

Dated: July 28, 1988

For the

SOO LINE RAILROAD COMPANY

/s/ C. W. Nelson  
Vice President Labor Relations

APPENDIX I  
(NOW ATTACHMENT A TO APPENDIX P)



APPENDIX J  
(REMOVED PER 4/6/09 DISCUSSION)

APPENDIX K  
**(REMOVED PER 6/10/09 DISCUSSION)**

APPENDIX M  
(REMOVED – NOW 2<sup>ND</sup> AND 3<sup>RD</sup> PARAGRAPHS UNDER RULE 34 -1. SELECTION)

APPENDIX N  
(REMOVED PER 4/6/09 DISCUSSION)

APPENDIX G

Milwaukee, Wis., April 9, 1974

File: R-1-884

Mr. L. A. Lindemer:

In meeting held in Mr. G. L. Wood's Office on April 9, 1974, it was agreed as follows:

1. Employees assigned to the Cline or Holmes Rerailer at Bensenville, will not be permitted to hold positions on the Bensenville Wrecker.
2. Relief man on the Cline or Holmes Rerailer will not be expected to remain on call unless he is specifically notified that he is to relieve one of the two regularly assigned Cline or Holmes Rerailer employees.
3. Where derailments occur outside of Chicago Terminal and the Cline or Holmes Rerailer is not required, Wrecker personnel will be called to handle such derailments, and if overtime is involved, it will, of course, be equally distributed as much as is practical amongst Wrecker personnel.
4. Regular road work, where derailments are not involved, will be distributed to various qualified carmen employees of Chicago Terminal and where overtime of this type is involved, it will be equally distributed as much as is practical.
5. Schedule Rule 58 (c) will remain in effect.
6. If this Agreement is found to be unsatisfactory, it is agreed that it can be cancelled or modified with seven (7) days notice.

/s/ J.C. Clementi  
J. C. Clementi  
General Chairman  
Brotherhood Railway Carmen

/s/ G.L. Wood  
G. L. Wood  
Gen'l. Supt. Car Department

cc: Messrs.  
F. A. Upton  
J. J. Drinka  
D. D. Fisher

Milwaukee, Wisconsin  
July 27, 1970

MEMORANDUM

Messrs: J. Clementi  
J. W. Grego  
E. R. Becker  
R. Marsh  
D. J. Clark

In meeting held in Mr. G. L. Wood's office July 27, 1970, agreed as follows:

- 1) Relief man on Cline Rerailer will not be expected to remain on call unless he is specifically notified that he is to relieve one of the two regularly assigned Cline Rerailer employees.
- 2) Where derailments occur, outside of Terminal, and the Cline Rerailer is not required, wrecker personnel will be called to handle such derailments; and if overtime is involved, it will, of course, be equally distributed, as much as practical, amongst wrecker personnel.
- 3) Regular road work, where derailments are not involved, will be distributed to various qualified Carmen employees of Milwaukee Terminal; and where overtime of this type is involved, it will be equally distributed as much as practical.

If this agreement is found to be unsatisfactory, it is agreed that it can be cancelled or modified with seven (7) days notice.

/s/ J. C. Clementi

/s/ G. L. Wood

APPENDIX P  
(REMOVED – NOW RULE 29, PARAGRAPH (d))

APPENDIX Q  
(REMOVED – NOW PARAGRAPH (e) 1., 2., 3., 4., OF RULE 29)



APPENDIX H

(Letterhead)

Chicago, Milwaukee, St. Paul and Pacific Railroad Company  
33 W. St. Paul Ave., Milwaukee, Wisconsin 53203

March 12, 1973  
File: T-9-1891

Mr. J. C. Clementi  
General Chairman  
System Fed. #76, BRCA  
2303 North 49 Street  
Milwaukee, Wisconsin 53210

Dear Mr. Clementi:

As discussed with you, it is agreed that the assigned hours for our Ford Plant employees, St. Paul, will be 5 a.m. to 1 p.m. and 9 a.m. to 5 p.m. with twenty minutes lunch period.

Further, it is agreed that any positions which will require duties in both the train yard and/or repair track as well as at the Ford Plant will be bulletined to cover accordingly.

Very truly yours,

/s/ G. L. Wood

APPENDIX I

(Letterhead)

Soo Line Railroad Company  
Soo Line Building  
Box 530  
Minneapolis, Minnesota 55440

CHARLES W. NELSON  
Assistant Vice President  
Labor Relations and  
Risk Management

April 17, 1986

Mr. Eloy H. Greuel  
General Chairman  
Brotherhood of Railway Carmen of  
the United States and Canada  
1515 Hilltop Drive  
Fond du Lac, WI 54935

Mr. Dennis Dilley  
General Chairman  
Brotherhood of Railway  
Carmen  
8323 O'Connor Drive  
River Grove, IL 60171

Gentlemen:

This refers to the Letter of Understanding effective November 14, 1985, and supersedes the Carrier's letter of November 19, 1985, relative to the use of Protected Employees to fill temporary vacancies. A temporary vacancy will be filled in the following order or preference:

1. By a Protected Employee (active or furloughed) at the point the vacancy exists;
2. By the senior, qualified Protected Employee in the district who requests such position provided such request is made to the proper officer within five (5) days of the start of the vacancy;
3. By a Protected Employee at the nearest point in the district at which there is a furloughed Protected Employee senior to the unprotected, furloughed employee at the point the vacancy occurs.

Very truly yours,

/s/ C. W. Nelson  
Assistant Vice President  
Labor Relations and Risk  
Management

CSF/pep

I concur:

/s/ Dennis Dilley  
General Chairman-Milwaukee Road

/s/ Eloy H. Greuel  
General Chairman-Soo Line

## APPENDIX J

April 16, 1986

Mr. Eloy H. Greuel  
General Chairman  
Brotherhood of Railway Carmen of  
the United States and Canada  
1515 Hilltop Drive  
Fond du Lac, WI 54935

Mr. Dennis Dilley  
General Chairman  
Brotherhood of Railway  
Carmen  
8323 O'Connor Drive  
River Grove, IL 60171

Gentlemen:

### Letter of Understanding

It is understood that carmen protected under the September 26, 1984, Employee Protective Agreement are obligated to be available for service, in a given month, equal to the average number of hours on which their job security allowance is based (as computed under said agreement). This requires protected Carmen to make themselves available for all overtime for which qualified equal to the number of hours on which the JSA is based.

It is understood that this may include a requirement to place his/her name on more than one overtime list or block within the terminal or work location where employed. However, employees whose names are on more than one overtime list or block will not be required to work more than one overtime call within a 24-hour period. **(MODIFIED PER ARTICLE VI OF THE JULY 18, 1997 SOO/BRC MEMORANDUM OF AGREEMENT.)**

To enable the Carrier to fill overtime and to provide a procedure for determining which employee stands to be called for available overtime, the following provisions will apply on the Soo Line Railroad:

1. There will be established at each point where carmen are employed one or more Overtime Blocks. Overtime will be filled by calling from the Overtime Block which protects the work to be performed (i.e., wrecking, transportation yard, or repair track or Shop). A given Overtime Block may protect more than one type of service.
2. If overtime cannot be filled by the procedure in (1) above, the committeeman at the location will be responsible to locate an employee to protect the work.

3. At locations where committeemen are not presently performing the calling, the Organization may request a committeeman to perform or verify the overtime calling. If the committeeman does the calling, the Foreman will be provided a list daily at the close of the first Shift which will show the name of each employee on the overtime block in the order in which they stand with a notation adjacent to the name of each employee called during the preceding twenty-four (24) hour period. The notation will indicate at what time the employee was called and whether or not said employee responded to the call. If the supervisor or foreman performs the calling, this list will be provided to the local committeeman on a daily basis.

If you concur that this represents the understanding reached between the Carrier and the Organization on March 13, 1986, please execute in the space provided below.

Very truly yours,

/s/ C.W. Nelson  
Assistant Vice President  
Labor Relations and Risk  
Management

CSF/pep

I concur:

/s/ Eloy H. Greuel  
General Chairman - Soo Line

I concur:

/s/ Dennis Dilley  
General Chairman - Milwaukee

Effective date: April 16, 1986

## APPENDIX K

April 15, 1986

Mr. Eloy H. Greuel  
General Chairman  
Brotherhood of Railway Carmen of  
the United States and Canada  
1515 Hilltop Drive  
Fond du Lac, WI 54935

Mr. Dennis Dilley  
General Chairman  
Brotherhood of Railway Carmen  
8323 O'Connor Drive  
River Grove, IL 60171

Gentlemen:

### Letter of Understanding

It is agreed the following revision of Section 3(a) of the January 28, 1953, Union Shop Agreements, as amended, will be the complete and final resolution of the May 22, 1984, informal notice served on the Soo Line Railroad and of the May 22, 1984, notice served on the Chicago, Milwaukee, St. Paul and Pacific Railroad Company which advised of the Organization's intent to review the Union Shop Agreement:

#### Section 3.

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

If you concur with the foregoing, please execute both copies return one (1) signed copy of the agreement for our files.

Very truly yours,

C. W. Nelson  
Assistant Vice President  
Labor Relations and Risk  
Management

CSF/pep

For the

BROTHERHOOD OF RAILWAY CARMEN  
OF THE UNITED STATES AND  
CANADA

/s/ Eloy H. Greuel  
General Chairman - Soo Line

/s/ Dennis Dilley  
General Chairman - Milwaukee Road

For the

SOO LINE RAILROAD

/s/ C. W. Nelson  
Assistant Vice President  
Labor Relations and Risk  
Management

APPENDIX V  
**(REMOVED PER 6/10/09 DISCUSSION)**

APPENDIX W  
**(REMOVED PER 6/10/09 DISCUSSION)**



APPENDIX X

EMPLOYEE PROTECTIVE AGREEMENT

**(REMOVED PER 6/10/09 DISCUSSION)**

## APPENDIX L

The following represents a synthesis in one document, for the convenience of the parties, of the current provisions of the Shop Crafts September 25, 1964, National Agreement as supplemented and/or amended.

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

IT IS AGREED:

### ARTICLE I - EMPLOYEE PROTECTION

#### Section 1

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

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

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

#### Section 2

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

- (a) Transfer of Work;

- (b) Abandonment, discontinuance for 6 months or more, or consolidation of facilities or service or portions thereof;
- (c) Contracting out of work;
- (d) Lease or purchase of equipment or component parts thereof, the installation, operation, servicing or repairing of which is to be performed by the lessor or seller;
- (e) Voluntary or involuntary discontinuance of contracts;
- (f) Technological changes; and
- (g) Trade-in or repurchase of equipment or unit exchange.

### Section 3

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

### Section 4

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

## Section 5

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

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

- (b) The protection afforded by the foregoing paragraph shall be made effective whenever appropriate through what is hereby designated as a 'displacement allowance' which shall be determined in each instance in the manner hereinafter described. Any employee entitled to such an allowance is hereinafter referred to as a 'displaced' employee.
- (c) Each displacement allowance shall be a monthly allowance determined by computing the total compensation received by the employee and his total time paid for during the last twelve (12) months in which he performed service immediately preceding the date of his displacement (such twelve (12) months being hereinafter referred to as the 'test period') and by dividing separately the total compensation and the total time paid for by twelve, thereby producing the average monthly compensation and average monthly time paid for, which shall be the minimum amounts used to guarantee the displaced employee, and if his compensation in his current position is less in any month in which he performs work than the aforesaid average compensation he shall be paid the difference, less compensation for any time lost on account of voluntary absences to the extent that he is not available for service equivalent to his average monthly time during the test period, but he shall be compensated in

addition thereto at the rate of the position filled for any time worked in excess of the average monthly time paid for during the test period."

## Section 6

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

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

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

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

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

representative of an employee organization he will be given credit for performing service while so engaged on leave of absence from the service of a Carrier.

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

1. When the position which he holds on his home road is abolished as a result of coordination and he is unable to obtain by the exercise of his seniority rights another position on his home road or a position in the coordinated operation,

or

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

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

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

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

(g) An employee receiving a coordination allowance shall be subject to call and return to service after being notified in accordance with the working agreement, and such employee may be required to return to the service of the employing carrier for other reasonably comparable employment for which he is

physically and mentally qualified and which does not require a change in his place of residence, if his return does not infringe upon the employment rights of other employees under the working agreement.

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

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

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

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

## Section 7

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

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

<u>Length of Service</u>	<u>Separation Allowance</u>
1 yr. and less than 2 yrs.	3 months' pay
2 yrs. and less than 3 yrs.	6 months' pay
3 yrs. and less than 5 yrs.	9 months' pay
5 yrs. and less than 10 yrs.	12 months' pay
10 yrs. and less than 15 yrs.	12 months' pay
15 yrs. and over	12 months' pay

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

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

#### Section 8

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

#### Section 9

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

"Section 10(a). Any employee who is retained in the service of any carrier involved in a particular coordination (or who is later restored to service from the group of employees entitled to receive a coordination allowance) who is required to change the point of his employment as a result of such coordination and is therefore required to move his place of residence, shall be reimbursed for all expenses of moving his household and other personal effects and for the



traveling expenses of himself and members of his family, including living expenses for himself and his family and his own actual wage loss during the time necessary for such transfer, and for a reasonable time thereafter, (not to exceed two working days), used in securing a place of residence in his new location. The exact extent of the responsibility of the carrier under this provision and the ways and means of transportation shall be agreed upon in advance between the carrier responsible and the organization of the employee affected. No claim for expenses under this Section shall be allowed unless they are incurred within three years from the date of coordination and the claim must be submitted within ninety (90) days after the expenses are incurred.

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

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

#### Section 10

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

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

1. If the employee owns his own home in the locality from which he is required to move, he shall at his option be reimbursed by his employing carrier for any loss suffered in the sale of his home for less than its fair value. In each case the fair value of the home in question shall be determined as of the date sufficiently prior to the coordination to be unaffected thereby. The employing carrier shall in each instance be afforded an opportunity to purchase the home at such fair value before it is sold by the employee to any other party.

2. If the employee is under a contract to purchase his home, the employing carrier shall protect him against loss to the extent of the fair value of any equity he may have in the home and in addition shall relieve him from any further obligations under his contract.

3. If the employee holds an unexpired lease of a dwelling occupied by him as his home, the employing carrier shall protect him from all lost and cost in securing the cancellation of his said lease.

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

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

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

## Section 11

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

Carrier's requirements. In the event of failure to reach such agreement, the dispute may be submitted by either party for settlement as hereinafter provided.

## Section 12

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

(Entire Article I - EMPLOYEE PROTECTION - from September 25, 1964 Agreement)

## ARTICLE II - SUBCONTRACTING

The work set forth in the classification of work rules of the crafts parties to this Agreement or, in the scope rule if there is no classification of work rule, and all other work historically performed and generally recognized as work of the crafts pursuant to such classification of work rules or scope rules where applicable, will not be contracted except in accordance with the provisions of Sections 1 through 4 of this Article II. In determining whether work falls within a scope rule or is historically performed and generally recognized within the meaning of this Article, the practices at the facility involved will govern.

### Section 1 - Applicable Criteria

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

(ARTICLE II – SUBCONTRACTING – Preamble and Section 1 from Article V – Part A. of the December 4, 1975 R.E.D. Agreement)

#### Section 2 - Advance Notice - Submission of Data - Conference

If the carrier decides that in the light of the criteria specified above it is necessary to subcontract work of a type currently performed by the employees, it shall give the General Chairman of the craft or crafts involved notice of intent to contract out and the reasons therefore, together with supporting data. Advance notice shall not be required concerning minor transactions. The General Chairman or his designated representative will notify the Carrier within ten days from the postmarked date of the notice of any desire to discuss the proposed action. Upon receipt of such notice the carrier shall give such representative of the organization at least ten days advance notice of a conference to discuss the proposed action. If the parties are unable to reach an agreement at such conference the carrier may, notwithstanding, proceed to subcontract the work, and the organization may process the dispute to a conclusion as hereinafter provided.

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

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

#### Section 4 - Machinery for Resolving Disputes

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

(Sections 2, 3 and 4 of ARTICLE II – SUBCONTRACTING from September 25, 1964 Agreement)

### ARTICLE III – ASSIGNMENT OF WORK – USE OF SUPERVISORS

(Included within Rule 32)

### ARTICLE IV – OUTLYING POINTS

Included within Rule 32)

### ARTICLE V – COUPLING, INSPECTION AND TESTING

(a) In yards or terminals where Carmen in the service of the carrier operating or servicing the train are employed and are on duty in the departure yard, coach yard or

passenger terminal from which trains depart, such inspecting and testing of air brakes and appurtenances on trains as is required by the carrier in the departure yard, coach yard, or passenger terminal, and the related coupling of air, signal and steam hose incidental to such inspection, shall be performed by the Carmen.

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

(ARTICLE V – COUPLING, INSPECTION AND TESTING – Paragraphs (a) and (b) – from September 25, 1964 Agreement)

(c) If as of July 1, 1974, a railroad had Carmen assigned to a shift at a departure yard, coach yard or passenger terminal from which trains depart, who performed the work set forth in this rule, it may not discontinue the performance of such work by carmen on that shift and have employees other than carmen perform such work (and must restore the performance of such work by carmen if discontinued in the interim), unless there is not a sufficient amount of such work to justify employing a carman.

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

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

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

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

(g) This Article shall become effective 60 days after the effective date of this Agreement.

(Paragraphs (c), (d), (e), (f) and (g) of ARTICLE V – COUPLING, INSPECTION AND TESTING – from ARTICLE VI – of December 4, 1975 Agreement)

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

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

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

If there has been a diminution of air brake inspection and testing work due to a transfer of the work to another location, the remaining air brake inspection and testing work cannot be assigned to other than Carmen except as provided in the Letter of Understanding attached hereto. If causes other than a transfer of work to another location precipitate the diminution of carmen's air brake inspection and testing work, at the locations identified above, nothing in this Article shall require the employment of a carman if there is not sufficient work of the craft to justify employing a carman.\* Any dispute as to whether or not there is sufficiency of work shall be determined according to the following procedure:

Upon adequate advance request the General Chairman of Carmen shall be allowed to access to the location in question to enable him to determine whether or not to request a joint check.

When requested by the General Chairman the parties will undertake a joint check of the work done. During such check, there will be no change made in the scheduling of trains normally operated nor in the work normally assigned for the purpose of affecting the joint check.

If the dispute is not resolved by agreement, it shall be handled under the provisions of Section 3, Second, of the Railway Labor Act, as amended, and pending disposition of the dispute, the railroad may proceed with or continue its determination. If the Board determines that the joint check has not been taken in accordance with the procedures described herein, the Board shall order another

joint check and have the authority to 1) restore abolished positions, 2) award back pay; and 3) take other appropriate remedial action.

The railroad shall have the burden of showing that the operations either were not changed or that any change that was made was for operational reasons and not to affect the joint check.

\*Side Letter No. 4

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

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

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

**(ABOVE PARAGRAPHS AND SIDE LETTER NO. 4 ADDED PURSUANT TO NOVEMBER 19, 1986 BRC NATIONAL MEDIATION AGREEMENT (ARTICLE VI))**

#### ARTICLE VI – RESOLUTION OF DISPUTES

##### Section 1 – Establishment of Shop Craft Special Board of Adjustment

In accordance with the provisions of the Railway Labor Act, as amended, a Shop Craft Special Board of Adjustment, hereinafter referred to as "Board", is hereby established for the purpose of adjusting and deciding dispute which may arise under Article I, Employee Protection, and Article II, Subcontracting, of this Agreement. The parties agree that such Board shall have exclusive authority to resolve all disputes arising under the terms of Article I and II of this Agreement, as amended by the Agreement of December 4, 1975. Awards of the Board shall be subject to judicial review by proceedings in the United States District Court in the same manner and subject to the same provisions that apply to Awards of the National Railroad Adjustment Board.

(ARTICLE VI – RESOLUTION OF DISPUTES – Section 1 from ARTICLE VIII – of December 4, 1975 Agreement)

##### Section 2 – Consist of Board

Whereas, Article VI of the September 25, 1964 Agreement provides for the resolution of dispute arising under Articles I and II of said Agreement and Section 2 of

Article VI sets forth the procedure for the composition of the Board established for the purpose of resolving such disputes. Under the terms of said section the Board is to consist of two members appointed by the organizations party to the Agreement, two members appointed by the carrier party to the Agreement and a fifth member, a referee, appointed from a panel of referees; and

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

Whereas, during each of these transactions for composing the partisan members of the Board and thereafter up until June and July of 1973 the organizations party to the September 1964 Agreement were all members of the Railway Employees' Department, AFL-CIO; and

Whereas, on June 14 and July 1, 1973, the International Association of Machinists and Aerospace Workers and the Sheet Metal Workers International Association respectively disaffiliated from the Railway Employees' Department, AFL-CIO, as a result of which a dispute has arisen between the said disaffiliates and the other four organizations party to the Agreement concerning the appointment of the organization members of the Board and handling of cases under Article VI involving employees of the disaffiliates; and

Whereas, the organizations party to the Agreement have conferred and agreed upon a procedure for resolving said dispute which is acceptable to the carriers party to the Agreement;

NOW, THEREFORE, it is agreed that effective May 31, 1974, appointment and functioning of partisan members of the Board under Section 2 of Article VI shall be as follows:

1. Six members shall be appointed by the organizations party to the Agreement and six members shall be appointed by the carriers party to the Agreement. Two of the six persons designated to represent the organizations party to the Agreement shall be appointed by International Association of Machinists and Aerospace Workers and Sheet metal Workers International Association respectively and the remaining four members shall be appointed on behalf of the other four organizations party to the Agreement by the Railway Employees' Department, ALF-CIO.

2. Each of the twelve partisan members of the Board so appointed shall have the right to sit in all proceedings of the Board. The organizations and the carriers party to the Agreement further agree, however, that in the handling of dispute cases before the Board a smaller panel of the twelve members may function and constitute a quorum for the resolution of such disputes, provided first, that at least one organization and one carrier member shall sit and function in all dispute cases before the Board; second, that



regardless of the number of members sitting and functioning in dispute shall be cast on behalf of the carrier and organization members respectively; third, that in any dispute involving employees represented by an organization which is affiliated with the Railway Employees' Department, AFL-CIO, at least one of the appointees of the Department shall sit and function as a member of the Board.

(Section 2 of ARTICLE VI – RESOLUTION OF DISPUTES – from MEMORANDUM OF AGREEMENT dated May 31, 1974)

### Section 3 – Appointment of Board members

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

### Section 4 – Location of Board Office

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

### Section 5 – Referees – Employee Protection and Subcontracting

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

### Section 6 – Term of office of Referees

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

### Section 7 – Filling Vacancies – Referees

In the event any panel member refuses to accept such appointment, dies, or becomes disabled so as to be unable to serve, is terminated in tenure as hereinabove

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

#### Section 8 – Jurisdiction of Board

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

#### Section 9 – Submission of Dispute

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

#### Section 10 – Time Limits for Submission

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

(Section 10 of ARTICLE 10 – RESOLUTION OF DISPUTES – from Article VIII – of December 4, 1975 Agreement)

#### Section 11 – Content of Submission

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

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

#### Section 12 – Failure of Agreement – Appointment of Referee

If the members of the Board are unable to resolve the dispute within twenty days from the postmarked date of such submission, either member of the Board may

request the National Mediation Board to appoint a member of the panel of potential referees to sit with the Board. The National Mediation Board shall make the appointment within five days after receipt of such request and notify the members of the Board of such appointment promptly after it is made. Copies of both submissions shall promptly be made available to the referee.

#### Section 13 – Procedure at Board Meetings

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

#### Section 14 – Remedy

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

(Section 3 through 14(a) of ARTICLE VI – RESOLUTION OF DISPUTES – from September 25, 1964 Agreement, or S.M.W.I.A. Agreement of December 4, 1978)

(b) If the Board finds that the Carrier violated the advanced notice requirements of Section 2 of Article II, the Board may award an amount not in excess of that produced by multiplying 10% of the man-hours billed by the contractor by the weighted average of the straight-time hourly rates of pay of the employees of the Carrier who would have done the work.

The amounts awarded in accordance with this paragraph (b) shall be divided equitably among the claimants, or otherwise distributed upon an equitable basis, as determined by the Board.

#### Section 15 – Final and Binding Character

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

(Section 15 of ARTICLE VI – RESOLUTION OF DISPUTES – from ARTICLE VIII – of December 4, 1975 Agreement)

#### Section 16 – Extension of Time Limits

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

#### Section 17 – Records

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

#### Section 18 – Payment of Compensation

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

#### Section 19 – Disputes Referred to Adjustment Board

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

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

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

During our negotiations, it was understood by both parties that disputes under Articles I and II need not be progressed in the “usual manner” as required under Section 3 of the Railway Labor Act, but could be handled directly with the highest officer in the

interest of expeditious handling. Sections 10 through 13 set up special time limits to govern the handling of submissions to the Special Board, thus providing special procedures which are intended to supersede the provisions of the standard Time Limit Rule. Therefore, such disputes being processed to a conclusion through the Shop Craft Special Board are not subject to the provisions of the standard Time Limit Rule.

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

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

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

(From MEMORANDUM OF UNDERSTANDING dated January 7, 1965)

## APPENDIX M

### Union Shop Agreement

THIS AGREEMENT made this twenty-eighth day of January, 1953, by and between the Minneapolis, St. Paul and Sault Ste. Marie Railroad Company and the employees thereof represented by the Railway Labor Organization signatory hereto, through the Employees' National Conference Committee; Seventeen Cooperating Railway Labor Organizations witnesseth:

#### IT IS AGREED

##### Section 1

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

##### Section 2

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

##### Section 3

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

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

- (b) The seniority status and rights of employees furloughed to serve in the Armed Forces or granted leaves of absence to engage in studies under an educational aid program sponsored by the federal government or a state government for the benefit of ex-service men shall not be terminated by reason of any of the provisions of this agreement but such employees shall, upon resumption of employment, be considered as new employees for the purpose of applying this agreement.
- (c) Employees who retain seniority under the rules and working conditions agreements governing their class or craft and who, for reasons other than those specified in subsections (a) and (b) of this section, are not in service covered by such agreements or leave such service, will not be required to maintain membership as provided in Section 1 of this agreement so long as they are not in service covered by such agreements, but they may do so at their option. Should such employees return to any service covered by the said rules and working conditions agreements they shall, as a condition of their continued employment, be required, from the date of return to such service, to become and remain members in the organization representing their class or craft.
- (d) Employees who retain seniority under the rules and working conditions agreements of their class or craft, who are members of an organization signatory hereto representing that class or craft and who in accordance with the rules and working conditions agreement of that class or craft temporarily perform work in another class or 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 a failure of the employee to tender the periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership. For purposes of this agreement, dues, fees, and assessments, shall be deemed to be "uniformly required" if they are required of all employees in the same status at the same time in the same organizational unit.

## Section 5

- (a) Each employee covered by the provisions of this agreement shall be considered by a carrier to have met the requirements of the agreement unless and until such carrier is advised to the contrary in writing by the organization. The organization will notify the carrier in writing by Registered Mail, Return Receipt Requested, or by personal deliver 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 noncompliance. Upon receipt of such notice, the carrier will, within ten calendar days of such receipt, so notify the employee concerned in writing by Registered Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. Copy of such notice to the employees shall be given the Organization. Any employee so notified who disputes the fact that he has failed to comply with the terms of this agreement, shall within a period of ten calendar days from the date of receipt of such notice, request the carrier in writing by Registered Mail, Return Receipt Requested, or by personal delivery evidenced by receipt, to accord him a hearing. Upon receipt of such request the carrier shall set a date for hearing which shall be held within ten calendar days of the date of receipt of request therefor. Notice of the date set for hearing shall be promptly given the employee in writing with a copy to the organization, by Registered Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. A representative of the organization shall attend and participate in the hearing. The receipt by the carrier of a request for hearing shall operate to stay action on the termination of employment until the hearing is held and the decision of the carrier is rendered.

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

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

If the decision on such appeal is that the employee has not complied with the terms of this agreement, his seniority and employment under the Rules and Working Conditions Agreement shall be terminated within twenty 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 a neutral person.

- (c) If within ten calendar days after the date of a decision on appeal by the highest officer of the carrier designated to handle appeals under this agreement the organization or the employee involved requests such highest officer in writing by Registered Mail, Return Receipt Requested, that a neutral be appointed to decide the dispute, a neutral person to act as sole arbitrator to decide the dispute shall be selected by the highest officer of the carrier designated to handle appeals under this agreement or his designated representative, the Chief Executive of the organization or his designated representative, and the employee involved or his representative. If they are unable to agree upon the selection of a neutral person any one of them may request the Chairman of the National Mediation Board in writing to appoint such neutral. The carrier, the organization and the employee involved shall have the right to appear and present evidence at a hearing before such neutral arbitrator. Any decision by such neutral arbitrator shall be made within thirty calendar days from the date of receipt of the request for his appointment and shall be final and binding upon the parties. The carrier, the employee, and the organization shall be promptly advised thereof in writing by Registered Mail, Return Receipt Requested. If the position of the employee is sustained, the fees, salary and expenses of the neutral arbitrator shall be borne in equal shares by the carrier and the organization; if the

employee's position is not sustained, such fees, salary and expenses shall be 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 a carrier and the organization will not apply to cases arising under this agreement.
- (f) The General Chairman of the organization shall notify the carrier in writing of the title(s) and address(es) of its representatives who are authorized to serve and receive the notices described in this agreement. The carrier shall notify the General Chairman of the organization in writing of the title(s) and address(es) of its representatives who are authorized to receive and serve the notices described in this agreement.
- (g) In computing the time periods specified in this agreement, the date on which a notice is received or decision rendered shall not be counted.

## Section 6

Other provisions of this agreement to the contrary notwithstanding, the Carrier shall not be required to terminate the employment of an employee until such time as a qualified 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 he held at the time of the last decision, or at the date of receipt of notice where no hearing is requested pending the assignment of the successful applicant, unless displaced or unless the position is abolished. The above periods may be extended by agreement between the carrier and the organization involved.

## Section 7

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

If the final determination under Section 5 of this agreement is that an employee's seniority and employment in a craft or class shall be terminated, no liability against the carrier in favor of the organization or other employees based upon an alleged violation,

misapplication or non-compliance with any part of this agreement shall arise or accrue during the period up to the expiration of the 60 or 90 day periods specified in Section 6, or while such determination may be stayed in 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 carriers predicated upon any action taken by the carrier in applying or complying with this agreement or upon an alleged violation, misapplication 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, his continuance in service shall give rise to no liability against the carrier in favor of the organization or other employees based upon an alleged violation, misapplication or non-compliance with any part of this agreement.

## Section 8

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

## Section 9

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

## Section 10

- (a) The carrier party to this agreement shall periodically deduct from the wages of employees subject to this agreement periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership in such organization, and shall pay the amount so deducted to such officer of the organization as the organization shall designate; provided, however, that the requirements of this subsection (a) shall not be effective with respect to any individual employee until he shall have furnished the carrier with a written assignment to the organization of such membership dues, initiation fees and assessments, which assignment shall be

revocable in writing after the expiration of one year or upon the termination of this agreement, whichever occurs sooner.

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

#### Section 11

This Agreement shall become effective March 1, 1953, and is in full and final settlement of notices served upon the carrier by the organization, signatory hereto, on or about February 5, 1951. It shall be construed as a separate agreement between the Minneapolis, St. Paul & Sault Ste. Marie Railroad Company, and those employees represented by each of the organizations signatory hereto. This agreement shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended.

(SIGNATURES OMITTED)

Signed at Minneapolis, Minnesota, this twenty-eighth day of January, 1953.

## APPENDIX N

### Synthesis of the Dues Deduction Agreements

The following represents a synthesis of dues deduction agreements, executed separately, which amended the union shop agreement in accordance with the May 10, 1973 or June 29, 1975 National Agreement. This is intended as a guide and is not to be construed as a separate agreement between the parties. If any dispute arises as the proper interpretation or application of any provision, the terms of the appropriate agreement shall govern.

- I. The Carrier will withhold and deduct from wages due to employee-members, amounts equal to periodic dues, initiation fees and assessments (not including fines and penalties) uniformly required and payable to the Organization as a condition of acquiring or retaining membership in the Organization.
- II. No costs will be charged against the Organization or the affected employee in connection with the dues deduction.
- III. No such deductions shall be made except from the wages of an employee-member who has executed and furnished to the Carrier a written "wage assignment" substantially in the tenor and form of the sample hereto attached and marked Attachment "A". Such assignment shall be revocable, in writing, after the expiration of one year, or upon termination of this Agreement; whichever is sooner. An employee may revoke said assignment fifteen (15) days after the end of the year, but if the employee does not so revoke the assignment, it shall be considered as re-executed and may not be revoked for an additional period of one year.
- IV. The designated representative of the Organization shall furnish the Company an initial statement, in alphabetical order, showing deductions to be made from each employee, such statement to be furnished together with individual authorization forms to cover at least thirty (30) days in advance of the first payroll deduction scheduled for any individual.
- V. Subsequent deduction amounts may not be changed more often than once every three (3) months. However, the designated representative of the Organization may furnish to the Company a supplemental monthly statement showing additions or deletions to the initial statement, in the manner and form required thereby.
- VI. Said deductions will be made only from wages earned in the first pay period of each month and the Carrier will, by the fifteenth day of the following month, remit to the Financial Secretary of each Local Lodge, as

certified by the General Chairman of the Organization, a check for the total amount of said deductions made during the previous month, together with an alphabetized list, in triplicate, showing the names, social security account number, payroll identification number and the amount of union dues deducted from the pay of each employee.

- VII. If earnings of an employee-member on that payroll are insufficient to permit deduction of the full amount specified on the deduction list, giving due effect to any and all deductions having priority as hereinafter provided, no deduction will be made.
- VIII. The following payroll deductions, as a minimum, will have priority over the deductions called for by the dues deduction agreement:
- Federal, State, and Municipal taxes, premiums on any life insurance, hospital-surgical insurance, group accident or health insurance, or group annuities, other deductions required by law, such as garnishments and attachments; and amounts due the Carrier by the individual.
- IX. Any question arising as to the correctness of the amount deducted shall be handled between the employee involved and the Brotherhood, and any complaints against the Employer in connection therewith shall be handled by the Brotherhood on behalf of the employee concerned.
- X. No part of this or any other Agreement between the Employer and the Brotherhood shall be used as a basis for a grievance or time claim by or in behalf of any employee predicated upon any alleged violation or misapplication of, or non-compliance with, any part of this Agreement.
- XI. The Brotherhood shall indemnify, defend, and save harmless the Employer from any and all claims, demands, liability, loss, or damage resulting from the Employer entering into this Agreement, or resulting from the Employer complying with, or acting in good faith in an attempt to comply with, the provisions of this Agreement.
- XII. This agreement does not modify or in any manner affect schedule rules or agreements except as specifically provided herein and shall become effective January 1, or July 1, 1974, or June 1, 1975 and continue in effect thereafter subject to change in accordance with the provisions of the Railway Labor Act, as amended.

(SIGNATURES OMITTED)

ATTACHMENT "A"

WAGE ASSIGNMENT

TO THE CARRIER:

I hereby assign to the \_\_\_\_\_

\_\_\_\_\_

that part of my wages necessary to pay my monthly union dues, assessments and initiation fee (but not including fines and penalties) as reported to the Carrier by the certified representative of the Organization or other authorized representative of the Organization, in monthly deduction lists, certified by him as provided in the "Dues Check-Off Agreement", entered into by the Organization and the Carrier. I hereby authorize the Carrier to deduct from my wages all such sums and to pay them to the designated representative of my Organization in accordance with said Dues Check-Off Agreement.

I understand that this assignment is revocable, in writing, after the expiration of one year. I also understand that if for fifteen (15) days after the end of one year I do not revoke this assignment, it should be considered as re-executed and may not be revoked for an additional period of one year.

ORGANIZATION LOCAL UNION NO. \_\_\_\_\_ SIGNATURE \_\_\_\_\_

OCCUPATION \_\_\_\_\_ STREET \_\_\_\_\_

EMPLOYEE NO. \_\_\_\_\_ CITY \_\_\_\_\_

OPERATING DIVISION OR DEPARTMENT \_\_\_\_\_

SOCIAL SECURITY NO. \_\_\_\_\_

DATE \_\_\_\_\_

## APPENDIX O

### Synthesis of Addendum to Dues Deduction Agreement

The following represents a synthesis of the addendum to the dues deduction agreements, executed separately, which amended the union shop agreement. This is intended as a guide and is not to be construed as a separate agreement between the parties. If any dispute arises as to the proper interpretations or application of any provision, the terms of the appropriate agreement shall govern.

The parties hereby amend the Dues Deduction Agreement of January 1, 1974, to the extent necessary to provide for the deduction of employees' voluntary political contributions on the following terms and bases:

1. (a) Subject to the terms and conditions hereinafter set forth, the Carrier will deduct from the wages of employees' voluntary political contributions upon their written authorization in the form (individual authorization form) agreed upon by the parties hereto, copy of which is attached, designated "ATTACHMENT A" and made a part hereof.
- (b) Voluntary political contributions will be made monthly from the compensation of employees who have executed a written authorization providing for such deductions, the minimum amount to be \$1.00 per month. The first deduction will be made in the month following the month in which the authorization is received. Such authorization will remain in effect for a minimum of twelve (12) months and thereafter until cancelled by thirty (30) days advance written notice from the employee to the Brotherhood and the Carrier by Registered Mail. Changes in the amount to be deducted will be limited to one change in each 12-month period and any change will coincide with a date on which dues deduction amounts may be changed under the Dues Deduction Agreement.
2. The General Chairman or his designated representative shall furnish the Carrier, with copy to appropriate units of the Brotherhood, an initial statement (ATTACHMENT "B") by lodges, in alphabetical order and certified by him, showing the amounts of deductions to be made from each employee, such statement to be furnished together with individual authorization forms to cover, and payroll deductions of such amounts will commence in the month immediately following. Subsequent monthly deductions will be based on the initial statement, plus a monthly statement (ATTACHMENT "C") showing additions and/or deletions furnished in the same manner as the initial statement required hereinabove.



3. Monthly voluntary political contribution deductions will be made from wages at the same time that membership dues are deducted from the employee's paycheck. Political contributions will follow dues deductions in priority.
4. Concurrent with making remittance to the Organization of monthly membership dues, the Carrier will make separate remittance of voluntary political contributions to the office of the Organization's Political League designated to receive same, together with a list prepared in accordance with the present practice which satisfies the requirements of the Dues Deduction Agreement pertaining to the remittance of monthly membership dues, with a copy to the General Chairman.
5. The requirements of this Agreement shall not be effective with respect to any individual employee until the employer has been furnished with a written authorization of assignment of wages of such monthly voluntary political contribution.

INDIVIDUAL AUTHORIZATION FORM

Voluntary Payroll Deductions -  
Machinist Non-Partisan

TO: \_\_\_\_\_  
\_\_\_\_\_

Space for label showing name, address,  
System Board and local lodge number.

\_\_\_\_\_  
Department

\_\_\_\_\_  
Work Location

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

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

Signed at \_\_\_\_\_ this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Personal Signature)

\_\_\_\_\_  
Social Security Number

ATTACHMENT B

DEDUCTIONS LISTING COVERING THE MONTH OF \_\_\_\_\_, 20\_\_\_\_\_  
FOR VOLUNTARY POLITICAL CONTRIBUTIONS TO MACHINIST NON-PARTISAN  
POLITICAL LEAGUE.

EMPLOYEE NO.	NAME	OCCUPATION	AMOUNT
--------------	------	------------	--------

TOTAL AMOUNT - \_\_\_\_\_

I hereby certify the above-listed individuals are members of the IAM&AW and that the deductions, as above designated, have been authorized by duly executed "wage assignments" covering voluntary political contributions to the Machinist Non-Partisan Political League.

TOTAL NUMBER OF DEDUCTIONS LISTED:

\_\_\_\_\_  
Secretary-Treasurer

ORGANIZATION LODGE NO.:

\_\_\_\_\_  
(Street)

\_\_\_\_\_  
(City - State - Zip)

COMPANY: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTACHMENT C

ADDITIONS OR DELETIONS

DEDUCTION LISTING COVERING THE MONTH OF \_\_\_\_\_, 20\_\_\_\_\_  
PURSUANT TO THE CHECK-OFF AGREEMENT BETWEEN THE IAM&AW AND THE  
COMPANY, EFFECTIVE WITH THE LAST PAY PERIOD  
OF \_\_\_\_\_, 20\_\_\_\_\_.

THE FOLLOWING ADDITION OR DELETIONS ARE TO BE MADE FOR THE  
EMPLOYEES WHOSE NAMES ARE LISTED BELOW:

VOLUNTARY PAYROLL DEDUCTION AUTHORIZATION FORMS FOR THE  
EMPLOYEES TO BE ADDED TO THE INITIAL LISTING ARE ENCLOSED.

NAME	SOCIAL SECURITY NUMBER	LODGE	AMOUNT

ADDITIONS:

DELETIONS:

COMPANY:

ORGANIZATION LODGE NO.: \_\_\_\_\_ Secretary-Treasurer \_\_\_\_\_

OPERATION DIVISION OR DEPARTMENT: \_\_\_\_\_ (Street) \_\_\_\_\_

\_\_\_\_\_ (City - State - Zip) \_\_\_\_\_

DATE: \_\_\_\_\_

WAGE ASSIGNMENT REVOCATION

TO THE COMPANY:

Effective \_\_\_\_\_, I hereby revoke the wage assignment now in effect assigning to the IAM&AW, that part of my wages necessary to pay voluntary political contributions to the Machinist Non-Partisan Political League now being withheld pursuant to the Dues Check-Off Agreement between the Organization and the Company and I hereby cancel the wage assignment now in effect authorizing the Company to deduct such monthly contributions from my wages.

SIGNATURE:

COMPANY:

\_\_\_\_\_

\_\_\_\_\_

(Street)

OPERATING DIVISION OR DEPT.

(City - State - Zip)

DATE: \_\_\_\_\_

(Social Security Number)

## APPENDIX P

### NONOPERATING (SHOP CRAFTS) NATIONAL VACATION AGREEMENTS

The following represents a synthesis in one document, for the convenience of the parties, of the current provisions of the December 17, 1941 National Vacation Agreement, and amendments thereto provided in the National Agreements.

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

1. (a) Effective with the calendar year 1973, an annual vacation of five (5) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred twenty (120) days during the preceding calendar year.
- (b) Effective with the Calendar year 1973, an annual vacation of ten (10) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred ten (110) days during the preceding calendar year and who has two (2) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred ten (110) days (133 days in the years 1950-1959 inclusive, 151 days in 1949 and 160 days in such years prior to 1949) in each of two (2) of such years, not necessarily consecutive.
- (c) Effective with the calendar year 1982, an annual vacation of fifteen (15) consecutive 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 on not less than one hundred (100) days (133 days in the years 1950-1959, inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of eight (8) of such years, not necessarily consecutive.
- (d) Effective with the calendar year 1982, an annual vacation of twenty (20) consecutive 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 (133 days in the years 1950-1959, inclusive,

151 days in 1949 and 160 days in each of such years prior to 1949) in each of seventeen (17) of such years, not necessarily consecutive.

- (e) Effective with the calendar year 1973, an annual vacation of twenty-five (25) consecutive 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 (133 days in the years 1950-1959, inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of twenty-five (25) of such years, not necessarily consecutive.
- (f) Paragraphs (a), (b), (c), (d) and (e) hereof shall be construed to grant to weekly and monthly rated employees, whose rates contemplate more than five days of service each week, vacations of one, two, three, four or five workweeks.
- (g) Service rendered under agreements between a Carrier and one or more of the Non-Operating Organizations parties to the General Agreement of August 21, 1954, or to the General Agreement of August 19, 1960, shall be counted in computing days of compensated service and years of continuous service for vacation qualifying purposes under this Agreement.
- (h) Calendar days in each current qualifying year on which an employee renders no service because of his own sickness or because of his own injury shall be included in computing days of compensated service and years of continuous service for vacation qualifying purposes on the basis of a maximum of ten (10) such days for an employee with less than three (3) years of service; a maximum of twenty (20) such days for an employee with three (3) but less than fifteen (15) years of service; and a maximum of thirty (30) such days for an employee with fifteen (15) or more years of service with the employing Carrier.
- (i) In instances where employees who have become members of the Armed Forces of the United States return to the service of the employing Carrier in accordance with the Military Selective Service Act of 1967, as amended, the time spent by such employees in the Armed Forces subsequent to their employment by the employing Carrier will be credited as qualifying service in determining the length of vacations for which they may qualify upon their return to service of the employing Carrier.
- (j) In instances where an employee who has become a member of the Armed Forces of the United States returns to the service of the employing Carrier in accordance with the Military Selective Service Act of 1967, as amended, and in the calendar year preceding his return to railroad service

had rendered no compensated service or had rendered compensated service on fewer days than are required to qualify for a vacation in the calendar year of his return to railroad service, but could qualify for a vacation in the year of his return to railroad service if he had combined for qualifying purposes days on which he was in railroad service in such preceding calendar year with days in such year on which he was in the Armed Forces, he will be granted, in the calendar year of his return to railroad service, a vacation of such length as he could so qualify for under paragraphs (a), (b), (c), (d), or (e) and (i) hereof.

- (k) In instances where an employee who has become a member of the Armed Forces of the United States returns to the service of the employing Carrier in accordance with the Military Selective Service Act of 1967, as amended, and in the calendar year of his return to railroad service renders compensated service on fewer days than are required to qualify for vacation in the following calendar year, but could qualify for a vacation in such following calendar year if he had combined for qualifying purposes days on which he was in railroad service in the year of his return with days in such year on which he was in the Armed Forces, he will be granted, in such following calendar year, a vacation of such length as he could so qualify for under paragraphs (a), (b), (c), (d) or (e) and (i) hereof.
- (l) An employee who is laid off and has no seniority date and no rights to accumulate seniority, who renders compensated service on not less than one hundred twenty (120) days in a calendar year and who returns to service in the following year for the same Carrier will be granted the vacation in the year of his return. In the event such an employee does not return to service in the following year for the same Carrier he will be compensated in lieu of the vacation he has qualified for provided he files written request therefor to his employing officer, a copy of such request to be furnished to his local or general chairman.

- 2. This Article is not applicable.
- 3. An employee's vacation period will not be extended by reason of any of the eleven recognized holidays (New Year's Day, President's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas and New Years' Eve) or any days 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 his 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 the Organization and the representatives of the Carrier will cooperate in assigning vacation dates.

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

The local committee of the Organization 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 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 the 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 an employee shall be paid the time and one-half rate for work performed during his vacation period in addition to his regular vacation pay.

NOTE: This provision does not supersede 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 will not be used as a device to make unnecessary jobs for other workers. Where a vacation relief worker is not needed in a given instance and if failure to provide a vacation relief worker does not burden those employees remaining on the job, or burden the employee after his return from vacation, the Carrier shall not be required to provide such relief worker.
- 7. Allowances for each day for which an employee is entitled to a vacation with pay will be calculated on the following basis:
  - (a) An employee having a regular assignment will be paid while on vacation the daily compensation paid by the Carrier for such assignment.
  - (b) An employee paid a daily rate to cover all services rendered, including overtime, shall have no deduction made from his established daily rate on account of vacation allowances made pursuant to this agreement.

- (c) An employee paid a weekly or monthly rate shall have no deduction made from his compensation on account of vacation allowances made pursuant to this agreement.
  - (d) An employee working on a piece-work or tonnage basis will be paid on the basis of the average earnings per day for the last two semi-monthly periods preceding the vacation, during which two periods such employee worked on as many as sixteen (16) different days.
  - (e) An employee not covered by paragraphs (a), (b), (c), or (d) of this section will be paid on the basis of the average daily straight time compensation earned in the last pay period preceding the vacation during which he performed service.
8. The vacation provided for in this Agreement shall be considered to have been earned when the employee has qualified under Article I 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 he shall at the time of such termination be granted full vacation pay earned up to the time he leaves the service, including pay for vacation earned in the preceding year or years and not yet granted, and the vacation for the succeeding year if the employee has qualified therefor under Article 1. If an employee thus entitled to vacation or vacation pay shall die, the vacation pay earned and not received shall be paid to such beneficiary as may have been designated, or in the absence of such designation, the surviving spouse or children or his estate, in that order of preference.
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 at the rate of such assignment or the rate of his 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 employee 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 percent (25%) of the work load of a given vacationing employee can be distributed among fellow employees without the hiring of a relief worker unless a large

distribution of the work load is agreed to by the proper local union committee or official.

- (c) No employee shall be paid less than his own normal compensation for the hours of his own assignment because of vacations to other employees.
11. While the intention of this agreement is that the vacation period will be continuous, the vacation may, at the request of an employee, be given in installments if the management consents thereto.
12. (a) Except as otherwise provided in this agreement, the 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 thereof under the provision hereof. However, if a relief worker necessarily is put to substantial extra expense over and above that which the regular employee on vacation would incur if he had remained on the job, the relief worker shall be compensated in accordance with the existing regular relief rules.
- (b) As employees exercising their vacation privileges will be compensated under this agreement during their absence on vacation, retaining their other rights as if they had remained at work, such absences from duty will not constitute "vacancies" in their positions under any agreement. When the position of a vacationing employee is to be filled and regular relief employee is not utilized, effort will be made to observe the principle of seniority.
- (c) A person other than a regularly assigned relief employee temporarily hired solely for vacation relief purposes will not establish seniority rights unless so used more than 60 days in a calendar year. If a person so hired under the terms hereof acquires seniority rights, such rights will date from the day of original entry into service unless otherwise provided in existing agreements.
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 Carriers' 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 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 the Supplemental Agreement of February 23, 1945, as made by the parties, dated June 10, 1942; July 20, 1942, and July 18, 1945, and by Referee Morse in his award of November 12, 1942, shall remain in full force and effect.

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

ATTACHMENT A

MEMORANDUM OF AGREEMENT  
BETWEEN  
CHICAGO, MILWAUKEE, ST. PAUL AND  
PACIFIC RAILROAD COMPANY  
AND  
BROTHERHOOD OF RAILWAY CARMEN OF  
THE UNITED STATES AND CANADA

It is agreed:

The intent of the following provision is to enable an employee to utilize vacation days for personal reasons. The purpose is not to extend a holiday period by reason of vacation days; for this reason a vacation day on the working day preceding and subsequent to a holiday will not be granted.

The following provision is for the purpose of providing machinery under which a week of vacation may be split into days and does not constitute an amendment to the Vacation Agreement:

Effective with vacations taken after January 1, 1998, any employee who is eligible for more than two **(2)** weeks of vacation may elect at the time vacations are scheduled to split one (1) or two (2) weeks of vacation on a one or more days at a time basis. (Employees who are scheduled to take group vacations may split only vacation time which exceeds the length of the group vacation.)

**(MODIFIED PER SOO/BRC MOA EFFECTIVE JULY 18, 1997, SIDE LETTER NO. 8.)**

Such vacations must be lined up with the employee's Foreman at least two work days in advance and scheduled consistent with the requirements of service; consideration to be given to emergencies. Carrier shall have the right to defer such vacations for emergencies and other compelling circumstances. Vacations will be granted only when the vacancy can be filled at the straight time rates and without any penalty to the Carrier.

During the last week of November, the local management and local committee will meet to set the dates of vacation for those who have not already taken all their split vacation days.

This Agreement does not modify or in any manner affect Schedule Rules or Agreements, except as specifically provided herein and will become effective as of January 1, 1982, and continue in effect until cancelled by either party serving 15 days' written advance notice on the other party of a desire to cancel this agreement. When

such a notice is served, this Agreement will be cancelled effective on the fifteenth (15th) day after the date of the notice of cancellation.

/s/ D. J. Clark  
General Chairman – BRC

/s/ V. W. Merritt  
Assistant Vice President  
Labor Relations

December 30, 1981

BROTHERHOOD RAILWAY CARMEN OF THE UNITED STATES AND CANADA  
Affiliated with AFL-CIO-CLC  
Milwaukee Joint Protective Board  
Richard A. Johnson, General Chairman  
1035 Hassell Road  
Hoffman Estates, Illinois 60195  
Area Code 312-885-2097

February 8, 1984

Re: Vacation and Personal Leave Days Agreement Dated May 1, 1983

Mr. J. R. Werner  
Asst. Vice President  
Labor Relations  
The Milwaukee Road  
516 West Jackson Blvd.  
Chicago, Illinois 60606

Dear Sir,

This is to confirm our telephone conversation this day with reference to the above captioned Agreement, and if in fact this agreement would permit Mr. D. J. Clark, who has now returned to the former position that he held prior to his leave of absence to work as a "full-time Union Representative", to be entitled to his vacation for the year 1984.

You indicated that he would in fact be qualified for what ever amount of Vacation his years of service would permit.

I thank you for your consideration in making this clear, and please accept my congratulations on your new promotion.

With best wishes, I remain

Very truly yours,

/s/ R. A. Johnson  
General Chairman-Carmen

cc: D. J. Clark  
N. J. Laack

MEMORANDUM OF AGREEMENT BETWEEN THE  
CHICAGO, MILWAUKEE, ST. PAUL & PACIFIC RAILROAD COMPANY,  
AND THE LABOR ORGANIZATIONS WHICH ARE SIGNATORIES HERETO

It is agreed that the respective Vacation Agreement, personal leave day rule and holiday pay rule of each of the organizations signatory hereto are amended as set forth in Carrier's Policy No. A-23, a copy of which is attached hereto and identified as Attachment "A".

The provisions of Attachment "A" will also be applicable to employees on leave of absence to serve as full time union representatives or employees who return to a craft (union) position.

Attachment "A" is applicable only to employees who return to a craft (union) position subsequent to the effective date thereof. A determination with respect to the eligibility thereunder of other employees will be made on an individual basis.

This Agreement shall be construed as a separate agreement by and on behalf of the carrier signatory hereto and each of the organizations signatory hereto representing employees of the signatory carrier.

FOR THE MILWAUKEE RAILROAD:      FOR THE EMPLOYEES:

CHICAGO, MILWAUKEE, ST. PAUL      AMERICAN RAILWAY SUPERVISORS  
AND PACIFIC RAILROAD COMPANY,      ASSOCIATION:  
DEBTOR

/signed/ J. R. Werner  
Director-Labor Relations(

/signed/ (name illegible)  
Foreman)

Effective date: May 1, 1983

/signed/ (name illegible)  
(Equipment Technicians)

/signed/ J. B. Hewitt  
(Police)

BROTHERHOOD OF MAINTENANCE OF  
WAY EMPLOYEES:

/signed/ (name illegible)



BROTHERHOOD OF RAILWAY CARMEN OF  
THE UNITED STATES AND CANADA

/signed/ R. A. Johnson

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

/signed/ J. R. McPherson

INTERNATIONAL ASSOCIATION OF  
MACHINISTS AND AEROSPACE  
WORKERS:

/signed/ R. W. Jackson

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS:

/signed/ (name illegible)

INTERNATIONAL BROTHERHOOD OF  
FIREMEN AND OILERS:

/signed/ Roger A. Burrill

SHEET METAL WORKERS' INTERNATIONAL  
ASSOCIATION:

/signed/ Michael A. Marshall

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

/signed/ Brian T. Johnson

BROTHERHOOD OF RAILWAY SIGNALMEN:

/signed/ Jeffrey L. Barton

AMERICAN TRAIN DISPATCHERS  
ASSOCIATION:

/signed/ (name illegible)

RAILROAD YARDMASTERS OF AMERICA:

/signed/ P. C. Mertens

UNITED TRANSPORTATION UNION:

/signed/ John A. Morgan

BROTHER OF LOCOMOTIVE  
ENGINEERS:

/signed/ Ronald P. McLaughlin

Subject Vacations, Personal Leave Days and Holiday Pay for Management Employees Who Return To a Craft (Union) Position		Department Administration  Effective 5/4/83	Number A-23
INITIATOR L. W. Harrington	APPROVED W. L. Smith		Revised

1. Statement of Policy

It is the policy of the Company to consider, for management employees who return to a craft (union) position, all continuous service rendered by the employees for the Milwaukee Road for vacation, personal leave days and holiday pay purposes.

2. Policy Application and Administration

2.1 Vacations

2.1A To qualify for a vacation in any year, the employee must have rendered compensated days of service for the Milwaukee Road in the preceding calendar year equal to the number of days of compensated service required by the vacation agreement of the craft in which he or she returns to work.

2.1B The length of vacation to which the employee is entitled in any year will be determined by the number qualifying years or days for vacation qualifying purposes (those years in which or days on which the employee rendered compensated service for the Milwaukee Road equal to the number of days required in each year or total number of days required under the craft in which working) the employee has accumulated during a continuous employment relationship with the Milwaukee Road.

2.1C Except for considering all continuous services rendered by the employee for the Milwaukee Road, all provisions of the Vacation Agreement covering the craft in which the employee is working are applicable.

2.1D It is the specific intent that there will be no duplication of vacation payments in any year, i.e., both craft and management vacations allowed.

2.2 Personal Leave Days

2.2A The provisions of paragraphs 2.1A and 2.1B above are also applicable to personal leave days.

2.2B Except for considering all continuous service rendered by the employee for the Milwaukee Road, all provisions of the Personal Leave Days Rule covering the craft in which the employee is working are applicable.

2.3 Holiday Pay

2.3A For employees who leave a management position the day before a holiday, if compensation is paid such employees on the day before the holiday as a management employee and on the first work day following the holiday as a regularly assigned craft employee, they will qualify for holiday pay on the holiday at the rate of the position worked on the first work day following the holiday.

2.3B The provisions of 2.3 A are not applicable to employees who choose not to exercise their seniority to become regularly assigned on either the holiday or the first work day following the holiday.

3. Administration of this policy shall rest with the Vice President-Administration, and he shall be responsible for its interpretation and application.

## APPENDIX Q

### NONOPERATING (SHOP CRAFTS) NATIONAL HOLIDAY PROVISIONS

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 provided in National Agreements.

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 interpretations or application of any provision, the terms of the appropriate agreement shall govern.

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

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

- (b) Holiday pay for regularly assigned employees shall be at the pro rata rate of the position to which assigned.
- (c) For other than regularly assigned employees, if the holiday falls on a day on which he would otherwise be assigned to work, he 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 he otherwise would have worked. If the holiday falls on a day other than a day on which he otherwise would have worked, he shall receive eight hours' pay at the pro rata hourly rate of the position on which compensation last accrued to him prior to the holiday.
- (d) 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 (c) above provided (1) compensation for service paid him by the Carrier is credited to 11 or more

of the 30 calendar days immediately preceding the holiday and (2) he has had a seniority date for at least 60 calendar days or has 60 calendar days of continuous active service preceding the holiday beginning with the first day of compensated service provided employment was not terminated prior to the holiday by resignation, for cause, retirement, death, non-compliance with a union shop agreement, or disapproval of application.

(2) Not applicable

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

(b) 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 he lays off of his own accord or does not respond to a call pursuant to the rules of the applicable agreement, for service.

(c) 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 he is relieving.

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

(d) 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 he 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 he fulfills the qualifying requirements applicable to the "workday" or the "day" after the holiday.

- (e) 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.

4. Not applicable.

- 5. (a) Existing rules and practices thereunder governing whether an employee works on a holiday and the payment for work performed on a holiday are extended to apply to Good Friday and to Christmas Eve (the day before Christmas is observed) in the same manner as to other holidays listed or referred to therein.
- (b) All rules, regulations or practices which provide that when a regularly assigned employee has an assigned relief day other than Sunday and one of the holidays specified therein falls on such relief day, the following assigned day will be considered his holiday, are hereby eliminated.
- (c) Under no circumstances will an employee be allowed, in addition to his holiday pay, more than one time and one-half payment for service performed by him on a holiday which is also a workday, a rest day, and/or a vacation day.

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

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

6. Not applicable.

7. When any of the eleven (11) recognized holidays enumerated in Section 1(a) hereof, 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, he shall, in addition to his vacation compensation, receive the holiday pay provided for therein provided he 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.

**APPENDIX R  
(ADDED PER NOVEMBER 1, 2004 SOO/BRC MOA)**

**OFF-TRACK VEHICLE ACCIDENT BENEFITS**

Article IV of the October 7, 1971 RED National Agreement, as amended by Article VII of the December 6, 1978 Red National Agreement, is further amended as follows effective on the date of this Agreement.

**Section 1**

Paragraph (b)(1) - Accidental Death or Dismemberment of the above-referenced Agreement provisions is amended to read as follows:

"(1) **Accidental Death or Dismemberment**

The carrier will provide for loss of life or dismemberment occurring within 120 days after date of an accident covered in paragraph (a):

Loss of Life	\$300,000
Loss of Both Hands	\$300,000
Loss of Both Feet	\$300,000
Loss of Sight of Both Eyes	\$300,000
Loss of One Hand and One Foot	\$300,000
Loss of One Hand and Sight of One Eye	\$300,000
Loss of One Foot and Sight of One Eye	\$300,000
Loss of One Hand or One Foot or Sight of One Eye	\$150,000

"Loss" shall mean, with regard to hands and feet, dismemberment by severance through or above wrist or ankle joints; with regard to eyes, entire and irrecoverable loss of sight.

No more than \$300,000 will be paid under this paragraph to any one employee or his personal representative as a result of any one accident."

**Section 2**

Paragraph (b)(3) - Time Loss of the above-referenced Agreement provisions is amended to read as follows:

"(3) **Time Loss**

The carrier will provide an employee who is injured as a result of an accident covered under paragraph (a) commencing within 30 days after such accident 80% of the employee's basic full-time weekly compensation from the carrier for time actually lost, subject to a maximum payment of \$1,000.00 per week for time



lost during a period of 156 continuous weeks following such accident provided, however, that such weekly payment shall be reduced by such amounts as the employee is entitled to receive as sickness benefits under provisions of the Railroad Unemployment Insurance Act.”

### Section 3

Paragraph (b)(4) - Aggregate Limit of the above-referenced Agreement provisions is amended by raising such limit to \$10,000,000.

## APPENDIX S

File: 0-0044-004

August 3, 1992

Mr. Dennis Dilley, General Chairman  
Brotherhood of Railway Carmen (Div/TCU)  
8323 O'Connor Drive  
River Grove, IL 60171

Dear Mr. Dilley:

### Letter of Understanding

It is hereby understood and agreed that the Soo Line Railroad may establish Carmen Welder Trainer positions to instruct and teach other Carmen. The purpose is to upgrade present and future Carmen welders to meet AAR and AWS standards.

These positions will be considered as temporary positions. An employee assigned to one of these positions, upon completion, may exercise seniority rights to any position bulletined while occupying a Carman Welder Trainer position or return to the position to which he holds bulletin rights.

The Carmen Welder Trainer positions will be bulletined and assignment to these positions will be based on an employee's welding skills and communication abilities.

The rate of pay for the Carman Welder Trainer positions will be \$14.60 per hour.

The days off of these positions will be arranged to meet the local conditions at the terminal where training. Preference will be given to Saturday and Sunday when possible.

Once a Carman Welder Trainer has completed training Carmen welders on one shift, he may be moved to another shift to train other Carmen welders without penalty.

Yours truly,

/s/ C. S. Frankenberg  
Vice President  
Labor Relations

I concur:

/s/ D. Dilley  
General Chairman – BRC

Dated: 9-10-92

## APPENDIX T

### **(ARTICLE III – RATE PROGRESSION – NEW HIRES OF NOVEMBER 19, 1986 BRC NATIONAL MEDIATION AGREEMENT)**

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

#### Section 1 – Service First 1220 Days

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

(a) For the first 244 days of service, such employees shall be paid 75% of the applicable rates of pay (including COLA).

(b) For the second 244 days of service, such employees shall be paid 80% of the applicable rates of pay (including COLA).

(c) For the third 244 days of service, such employees shall be paid 85% of the applicable rates of pay (including COLA).

(d) For the fourth 244 days of service, such employees shall be paid 90% of the applicable rates of pay (including COLA).

(e) For the fifth 244 days of service, such employees shall be paid 95% of the applicable rates of pay (including COLA).

NOTE: An employee will be credited with a “day of service” if he or she performs at least four hours of compensated service.

#### Section 2

When an employee has completed a total of 1220 days of service in any shop craft position (or combination thereof) or acquires full journeyman’s status this Article will no longer be applicable. Employees who have had a shop craft employment relationship with the carrier and are rehired in a shop craft position shall have such previous service credited toward meeting this requirement.

Employees who have had a previous employment relationship with a carrier in a craft represented by a shop craft organization and are subsequently hired by another

carrier after the date of the Agreement shall be covered by this Article, as amended. However, such employees will receive credit toward completion of the entry rate requirement for compensated service performed in such craft provided that such compensated service last occurred within one year from the date of re-employment.

Agreements which provide for entry rates lower than those provided for in this Article are preserved. However, if such agreements provide for payment at a lower rate for less than the first 1220 days of service, this Article will be applicable during any portion of that period in which such lower rate is not applicable.

### Section 3

The term “upgraded mechanics” as used in this Article is intended to apply to employees hired in an upgraded status without first establishing seniority as helper or apprentice, as well as those upgraded after entering service as a helper or apprentice.

This Article is not intended to confer any right to hire employees in an upgraded status or to upgrade employees to mechanics’ positions where such right does not now exist.

### Section 4

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

## APPENDIX U

February 28, 1991

Mr. D. Dilley, General Chairman  
Brotherhood of Railway Carmen  
8323 O'Connor Drive  
River Grove, IL 60171

Dear Mr. Dilley:

This will serve as notice under Article II of the September 25, 1964 Mediation Agreement of the Carrier's intent to subcontract all heavy bad order repairs.

As you are aware, the heavy car repair facility at Shoreham was severely damaged by a storm in July, 1990, and without that facility we are left without necessary and essential equipment to perform heavy bad order repairs. You will recall that you were advised in my letter of November 7, 1990, that the decision to rebuild the shop facility at Shoreham was contingent on whether or not the substantial capital investment could be economically justified. A significant element of the economic analysis was our ability to redefine the work to be performed in the facility to reduce the total cost of operating the facility. Subsequently, you have advised that you were not agreeable to our proposal and, consequently, Soo's senior management determined that the capital investment to rebuild the facility, without your concurrence, cannot be economically justified.

In July of 1990, when the building was destroyed, it employed 25 Carmen. All of those positions will not be abolished on a permanent basis. Impacted employees were provided an exercise of seniority in accordance with schedule rules and agreements. Many of the employees have been absorbed into the system work force.

I am available to discuss this with you if you desire additional information.

Yours truly,

/s/ C. S. Frankenberg  
Vice President  
Labor Relations

RLM/lis

**APPENDIX II  
(BRC NATIONAL AGREEMENT)**

**INTERPRETATIONS of Rule 41 - Bereavement Leave**

**(REMOVED – NOW SHOWING IN RULE 58 (PREVIOUSLY RULE 64))**

**APPENDIX V**  
**(ADDED PER ARTICLE IV -SOO/BRC MOA DATED MARCH 10, 1992)**

- A. Effective April 1, 1992, the Soo Line Railroad will make available to active members of the Brotherhood of Railway Carmen/Division TCU the Soo Line 401(K) Plan for Union employees which has been established in accordance with the provisions listed below.
- B. All full time employees governed by the collective bargaining agreement between the BRC and the Soo Line Railroad that are over age 21 with six (6) months of service will be allowed to participate in the Plan.

Subject to an election by an eligible employee, the Soo will arrange for payroll deductions to facilitate employee contributions to the Plan.

Employees may elect to contribute between 1 and 20% of their before-tax income to the Plan. The option to change this election will be afforded the first of each calendar year. **(CHANGED PER ARTICLE IV, SECTION (a) – SOO/BRC MOA DATED NOVEMBER 1, 2004)**

Employee contributions, adjusted for investment gain and losses, will be 100% vested.

Contributions will be limited to the maximum allowable under IRS regulations, which are currently \$14,000 (adjusted by IRS in future years), and are subject to an annual discrimination test. **(CHANGED PER ARTICLE IV, SECTION (a) – SOO/BRC MOA DATED NOVEMBER 1, 2004.)**

- C. A trustee will be delegated to invest funds contributed to the Plan in a choice of portfolios, based on the election made by the participating employee.
- D. The Brotherhood of Railway Carmen/Division TCU will appoint a representative to the 401K Review Board who will then participate as a Union member on this Board in accordance with the established procedures, rules, and policies adopted by the Board. Collectively, the Union and Management members on this Board will each have one (1) vote. The Review Board is responsible for selecting the investment manager and for resolving disputes arising out of the administration of the Plan.

The Soo will be responsible for the administration of the Plan including the selection of the Plan's trustee and recordkeeper. As provided under the Employee Income Security Act (ERISA), the Plan will be subject to an annual audit by the Soo Line's external auditors.

- E. An employee may withdraw his funds at any time after termination of employment or disability or after reaching age 59 ½.

Active employees cannot withdraw these funds without a 10% early withdrawal penalty prior to age 59 ½, unless they satisfy specific hardship withdrawal guidelines established by the IRS, which includes the purchase of a home, college tuition, and extreme medical expenses.

- F. Soo will be responsible for the administrative costs related to the initial set up and ongoing administration of the Plan. The participating employee will be responsible for all investment management fees.
- G. It is recognized that the 401K Plan, which permits the sheltering of income in such authorized programs, is derived from the application of Section 401(K) of the Internal Revenue Code, as amended, and is thus governed by statutes which may necessitate future amendments to this Plan.
- H. Salary Reduction Catch Up Contributions provisions will be implemented allowing Plan participants age 50 and older to make an additional \$4,000 of Salary Reduction Contributions in 2005 and \$5,000 in 2006 (adjusted by the IRS in future years) without regard to the 20% limit under the Plan or the applicable IRS annual dollar limit for the year. **(SECTION H. ADDED PER ARTICLE IV, SECTION (b) – SOO/BRC MOA DATED NOVEMBER 1, 2004)**



APPENDIX W  
**(ARTICLE V – SOO/BRC MOA DATED MARCH 10, 1992)**

DEPENDENT CARE ASSISTANCE PROGRAM

Effective April 1, 1992, the Soo Line Railroad agrees to make available to all eligible employees working under the BRC schedule agreement the Soo Line Railroad Company Dependent Care Assistance Plan which is currently available to all exempt Soo employees. This Plan is established pursuant to Section 125 and 129 of the Internal Revenue Code. Detailed description of the Plan is as follows:.

**(APPENDIX II OF ARTICLE V – SOO/BRC MOA DATED MARCH 10, 1992)**

THE SOO LINE RAILROAD COMPANY DEPENDENT CARE ASSISTANCE PLAN

Effective July 1, 1992, the Soo Line Railroad will make available to all active members of the Brotherhood of Railway Carmen/Division TCU the Soo Line Dependent Care Assistance Plan. The Plan allows employees to pay for dependent care expenses with "pre-tax" dollars. Following is an overview of the Plan, additional details of the Plan and enrollment forms will be forwarded to all members prior to June 1, 1992.

- A. All full time active carmen of the Soo Line covered by the Brotherhood of Railway Carmen/Division TCU collective bargaining agreement will be eligible to participate in the Soo Line Dependent Care Assistance Plan. New hires will be eligible for participation upon completion of 90 days of service.
- B. Eligible employees may use this Plan to pay for dependent care expenses that are necessary to allow them to work. If employee is married, their spouse must meet at least one of the following eligibility requirements: working full-time or part-time, looking for work, full-time student during at least five months of the year, or disabled.
- C. Prior to the beginning of each calendar year, all eligible employees may make an election whether or not to participate in the Plan. If an employee elects to participate in the Plan, employee must estimate how much he expects to spend on dependent care expenses during the coming year and submit enrollment form to the designated Soo Line claims administrator.

Each payroll period employees elected amount will be deducted in equal installments from their pay prior to Federal and Railroad Retirement taxes being calculated. In addition, these amounts are not subject to state income taxes in Minnesota and most other states. The amount deducted will be credited to the employee's Dependent Care Assistance Account. As the employee pays dependent care expenses throughout the year, the employee will file for reimbursements through the designated Soo Line claims administrator. Because the dollars placed in the Dependent Care Assistance Account are not taxed, eligible employees save on taxes and increase their spendable income.

- D. Whether an employee is married or single, the maximum any employee may elect each year is \$5,000 (or \$2,500 if married and filing a separate return). The amount deducted from employee's pay cannot be more than the amount of employee's paycheck. If employee is married and spouse is working, the amount employee elects cannot be more than their spouse's taxable income. If employee's spouse is a full-time student, or is incapable of self-care, employee may elect a maximum of \$200 in any one month for one dependent or \$400 in any one month for more than one dependent.
- E. Eligible expenses are dependent care expenses that are employment related. This means that they must be necessary to allow an employee and employee's spouse (if you are married) to work - unless employee's spouse is a full-time student or incapable of self-care.

Dependents may include employee's children under age 13 or any household members who are incapable of self-care. The person who provides the care cannot be someone who is claimed as a dependent, employee's spouse or employee's child who is under age 19.

Examples of eligible expenses include:

- \* Child care centers
- \* Family day care providers
- \* Babysitters
- \* Nursery schools
- \* Caregivers for a .disabled dependent or spouse who lives with you
- \* Household services, provided that part of the services include direct babysitting or child care
- \* Kindergarten
- \* After school (latchkey programs)

Examples of ineligible expenses include:

- \* Expenses for food and clothing
- \* Education expenses from first grade on
- \* Health care expenses for your dependents
- \* Overnight camps
- \* Expenses incurred before an employee became a participant of the Plan

- F. Employee will be responsible for filing all claims for reimbursement. Claims will be filed with the designated Soo Line claims administrator. Employee may file a claim at any time, but no more than twice a month.

When employee receives a bill for eligible dependent care expenses, they should pay it and keep their receipt. Attach the receipt with a claim form and forward it to

the designated Soo Line claims administrator. All receipts must include provider's name, address and Social Security number (or tax I.D. number).

The amount that can be reimbursed at any time cannot: exceed the amount accumulated in employee's account (less any amounts previously reimbursed for the year).

Claims for reimbursement may be submitted at any time after expenses have been incurred. However, all expenses must be incurred within the calendar year in which the election applies, and all claims for the period must be submitted to the designated claims administrator prior to March 1 following the end of the calendar year.

- G. The IRS stipulates that an employee's election cannot be changed during the year unless the change is caused by a qualifying change in family status.

Examples of qualifying changes in family status:

- \* Employee's marriage or divorce
- \* Birth or adoption of a child
- \* Death of spouse or dependent
- \* Change from full-time to part-time employment or vice versa
- \* Spouse begins or ends employment

An employee has 30 days following a change in family status to change their election for the remainder of the year. Any change will be effective for the payroll periods after employee's changed election is filed with the Company.

- H. If employee does not use the entire amount elected to be set aside in employee's Dependent Care Account by the end of the calendar year, the remaining dollars will be forfeited in accordance with IRS rules. Therefore, employee should elect no more than they expect to use for expenses in one year. This is commonly called the "use it or lose it" rule. Employee will have until March 1 of following year for expenses incurred during the prior calendar year before they will forfeit any money remaining in their account.

If employee's employment with the Soo Line terminates or status changes so that employee is no longer eligible to participate in the Plan, salary reduction and corresponding deposits to the Plan will stop. Amounts deposited in employee's Dependent Care Plan prior to termination of employment, or change in status, will still be available for reimbursement of eligible expenses incurred in that year, either before or after termination of employment.

- I. The amount employee elects to have deducted from their paycheck will be added to their Account as of the pay date on which they would otherwise received the amount in their paycheck. The Dependent Care Assistant Account is for

bookkeeping purposes only. No specific assets are ever set aside for any Participant.

- J. Dependent care expenses paid out of employee's Dependent Care Assistance Account are not eligible for dependent care tax credit on the employee's income tax return. Each employee will have to make a decision on which method is more advantageous to them based on their own tax situation and income level.

In general, an employee will achieve a greater tax savings through the Soo Line Dependent Care Assistance Plan if the combined adjusted gross income for the employee and employee's spouse is above \$25,000. If the combined adjusted gross income for the employee and employee's spouse is under \$25,000, employee may wish to consult with their personal tax advisor.

- K. Following is an example of the tax advantage in using Soo Line's Dependent Care Assistance Plan, assuming employee is married with two children and has an annual household income of \$45,000, and employee has elected to have \$5,000 of their salary reduced and credited to their Dependent Care Assistance Account.

	WITH PLAN	WITHOUT PLAN
Gross Pay	\$45,000	\$45,000
Salary Reduction Election	<u>- 5,000</u>	<u>0</u>
Taxable Pay	<u>\$40,000</u>	<u>\$45,000</u>
Estimated Taxes Withheld	- 10,397	- 11,830
After Tax Pay	\$29,603	\$33,170
After Tax Expense	<u>- 0</u>	<u>- 5,000</u>
Net Pay	<u>\$29,603</u>	<u>\$28,170</u>

**Tax savings with the Plan: \$1,433**

NOTE: This example includes Federal, Minnesota State, and Railroad Retirement taxes at 1991 withholding rates assuming a married employee with two children.

- L. It is recognized that the Soo Line Dependent Care Assistance Plan, which allows eligible employees to pay for dependent care with "pre-tax" dollars, is derived from the application of Section 125 and 129 of the Internal Revenue Code, as amended, and is thus governed by statutes which may necessitate future amendments to this Plan.

APPENDIX X  
(ADDED PER SIDE LETTER NO. 3 OF MARCH 10, 1992 SOO/BRC MOA)

February 25, 1992

Mr. Dennis Dilley  
General Chairman  
BRC  
8323 O'Connor Drive  
River Grove, IL 60171

Dear Mr. Dilley:

(1) It is hereby understood that at the Carrier's sole discretion the Carrier may offer to buyout, or buy down, a protected employee's entitlement to a Job Security Allowance as defined in the September 26, 1984 Employee Protective Agreement.

(2) In consideration of (1) above, the straight time hours paid for used to determine eligibility for the lump sum payments in Article I, Section 1, 3 and 4 of this Agreement will include protection payments.

Sincerely,

/s/ C. S. Frankenberg  
Vice President Labor Relations  
Soo Line Railroad

I CONCUR:

/s/ Dennis Dilley  
General Chairman, BRC

Approved:

/s/ R. P. Wojtowicz  
Asst. General President  
BRC

Effective Date: March 10, 1992

APPENDIX Y  
**(ADDED PER SIDE LETTER NO. 4 OF MARCH 10, 1992 SOO/BRC MOA)**

February 25, 1992

Mr. Dennis Dilley  
General Chairman  
BRC  
8323 O'Connor Drive  
River Grove, IL 60171

Dear Mr. Dilley:

Due to the highly competitive nature of Intermodal traffic, in recognition of the nature of Intermodal work, and in consideration for the increase in Intermodal Carmen rates as provided in Side Letter No. 6 of this Agreement, it is hereby agreed the following work rule changes will apply to Carmen working on Intermodal positions effective with the date of this Agreement.

- (1) (a) Exercise of seniority, either through displacement or bidding on bulletins for new positions or vacancies, will be permitted based on seniority and qualifications, qualifications being equal, seniority shall govern.  
  
(b) An employee will be required to remain on an intermodal carman position for not less than one (1) calendar year, except in the event his position is abolished, he is displaced or he is otherwise unable to hold the position.
- (2) Starting times for employees working on a given shift may be staggered to meet actual service requirements (Rule 6 (a) is waived).
- (3) (a) The bulletin for Intermodal Carmen positions will specify assigned hours with a starting time of 5 a.m. between 11 a.m.  
  
(b) A bulletined starting time may be adjusted 1 hour for the following days work, provided the incumbent is notified of this starting time for the following day prior to the end of his work day.

BRC  
Page 2  
February 25, 1992

(c) If the needs of the operation dictate a starting time adjustment greater than 1 hour, the incumbent of the position will be notified not less than 24 hours in advance.

Please indicate your concurrence by signing in the space provided below.

Sincerely,

/s/ C. S. Frankenberg  
Vice President Labor Relations  
Soo Line Railroad

I CONCUR:

/s/ Dennis Dilley  
General Chairman, BRC

APPROVED:

/s/ R. P. Wojtowicz  
Asst. General President  
BRC

Effective Date: March 10, 1992

## APPENDIX Z

March 28, 2008

0-0080-006

Mr. R. Grygiel, General Chairman  
Brotherhood of Railway Carmen  
8501 West Edelweiss Drive  
Palos Park, IL 60464

Dear Mr. Grygiel:

This letter shall serve to confirm our discussions and agreement on using a contractor's equipment on the Carrier's property to assist Carmen in changing bad ordered wheel sets.

Whereas the Union and Carrier agree that when the shops at St. Paul or Bensenville are at a bad order constraint level where it is deemed necessary or the number of bad ordered cars exceed what the shops can handle and it is understood that prior to the Company utilizing a contractor, all normal means to repair cars with bad order wheels is occurring and the time frame for returning cars to service cannot be met due to the volume of cars needing such repairs. The Company will also offer overtime opportunities to Carmen to insure maximum staffing to meet the needs of the operation.

Local Management will advise the Local Chairman of the constraint numbers and remedial action plan.

We agreed that assist means the outside contractor can bring in equipment and hook up, lift, and lower the cars which the Carmen will work on.

We agreed the contractor will not do any repairs to the cars of any kind.

We agreed that the Carmen will do all the work involved in the repairs of the bad ordered cars with the exception of, as already stated, the hooking up, lifting, and lowering of the bad ordered cars

We agreed that the Carrier will make sure that the safety of the Carmen will be the number one priority in this operation

Either party may cancel this understanding with thirty (30) days advance written notice to the other party. This understanding does not serve as precedent for any other matters or issues between the parties.

Sincerely,

/s/ Cathryn S. Frankenberg  
AVP – Labor Relations and  
Human Resources – US

I concur: /s/ R. H. Grygiel  
R. H. Grygiel, Int'l Representative - BRC

Dated: 4-1-08



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January 21, 2009

Mr. R. Grygiel, General Chairman  
Brotherhood of Railway Carmen  
8501 West Edelweiss Drive  
Palos Park, IL 60464

**Dear Mr. Grygiel:**

This refers to a brief discussion between the parties during our Mediation Session in Washington, D.C., regarding a four (4) day, ten hour workweek and a three (3) day, twelve hour workweek for Carmen employed at our St. Paul, Minnesota Yard.

A proposed agreement establishing these types of assignments at St. Paul Yard is attached for your review.

This Agreement only modifies existing agreements and practices to the extent set forth. All other schedule rules, agreements and/or other rights remain in effect.

If this proposal meets with your approval the assignments may be established under the following terms and conditions on a sixty (60) day trial basis, following the awarding of the positions. Please sign both copies, returning one for my file.

Sincerely,

Cathryn S. Frankenberg  
AVP - Labor Relations and  
Human Resources – U.S.

## APPENDIX AA

0-0149-003

January 21, 2009

Mr. R. Grygiel, General Chairman  
Brotherhood of Railway Carmen  
8501 West Edelweiss Drive  
Palos Park, IL 60464

### LETTER OF UNDERSTANDING

Dear Mr. Grygiel:

It is hereby agreed that the work week and hours of St. Paul Yard Rip Track Carmen assignments may consist of five eight-hour work days, four ten-hour work days or three twelve-hour work days as determined by local management, based on the needs of the service.

Carmen working assignments established under the terms of this agreement will be considered as full-time employees and will retain all benefits and allowances related hereto. When working a three (3) day assignment, Carmen will be considered as working a 40 hour workweek.

The Company may establish the days of operation for all 3-day and 4-day assignments, with rest days and starting times for each assignment established based on the needs of the operation. Local management will consult with the local representative with regard to the initial establishment of the assignments, and will be advised of any subsequent change in assignments.

Current Carmen positions on the Rip Track will be bulletined and the new positions will be considered an adjustment in force at St. Paul Yard.

**I** Assignments may be established as follows:

(a) Assignments of four days will be assigned to work four (4) consecutive ten (10) hour shifts and will be assigned three (3) consecutive rest days. The assignments will be established as follows:

- (1) 1<sup>st</sup> shift 0600 to 1600 hours. Work days of Monday through Thursday. Rest days - Friday, Saturday and Sunday.
- (2) 2<sup>nd</sup> shift 1600 to 0200 hours. Work days of Monday through Thursday. Rest days - Friday, Saturday and Sunday.

- (b) Assignments of three days will be assigned to work three (3) consecutive twelve (12) hour shifts and will be assigned (4) consecutive rest days. The assignment will be established as follows:

The shift will be 0600 to 1800 hours. Work days of Friday, Saturday and Sunday. Rest days of Monday through Thursday.

- (c) In the event the hours of an assignment need to be changed in order to meet operational needs, Carmen will receive five (5) days notice.

**II** Assignments will be paid on the following basis:

- (a) Assignments consisting of four (4) days and a ten (10) hour shift will be paid a minimum of 10 hours straight time for each day worked and overtime, if any, will commence after 10 hours on duty.

- (b) Assignments consisting of three (3) days and a twelve (12) hour shift will be paid a minimum of 13 hours and 20 minutes straight time for each day worked and overtime, if any will commence after 12 hours on duty.

- (c) Assignments consisting of four (4) days, working on a holiday, will be compensated a minimum of 8 hours at the overtime rate of pay.

- (d) Assignments consisting of three (3) days, working on a holiday will be compensated a minimum of 8 hours at the overtime rate of pay.

- (e) Carmen who have fulfilled all three days of their 3-day assignment will be compensated at the overtime rate for performing service on their regular assigned rest days.

- (f) Carmen who have fulfilled all four days of their 4-day assignments will be compensated at the overtime rate for performing service on their regular assigned rest days.

**III** Carmen will have the following options when Holidays and Personal Leave days are concerned:

Carmen qualifying for holiday pay or Personal Leave days in accordance with the collective bargaining agreement will be compensated eight hours at the straight time rate for the day to which they are entitled. Carmen performing service on a 10 or 12 hour shift on a holiday will be paid at the overtime rate of pay.

Carmen holding positions on the Rip Track shall have the following two options, including those not required to work on a holiday:

- (a) The employees will be compensated eight hours pay and the other two or four hours will be made up at straight time during the rest of the work week, or the following workweek if the Holiday or Personal Leave Day involved falls near the end of a workweek.
- (b) Carmen eligible for Personal Leave may use their personal leave in a minimum of two hour increments to complete their ten or twelve hour day.

**IV** Vacation days will be handled in the following manner:

- (a) A Carmen regularly assigned to a four (4) day, ten (10) hour shift will be credited for vacation purposes with 1.25 days for each day on which service is performed on such position. Carmen who take vacation under such assignment will be charged with 1.25 days of vacation for each day of vacation taken.
- (b) A Carmen regularly assigned to a three (3) day, twelve (12) hour shift will be credited for vacation purposes with 1.67 days for each day on which service is performed on such position. Carmen who take vacation under such assignment will be charged with 1.67 days of vacation for each day of vacation taken.

**V** Temporary (set-up) Carmen, subject to the provisions of Rule 36 (11) of the current Schedule Agreement, will be credited with 1.25 days for each ten hour shift on which service is performed on such position, exclusive of overtime. Carmen will be credited with 1.5 days for each twelve hour shift on which service is performed on such position, exclusive of overtime.

This Agreement only modifies existing agreements and practices to the extent set forth herein, and all other schedule rules, agreements and/or other rights remain in effect.

Mr. R. Grygiel  
January 21, 2009  
Page Four

- VI** Local Carrier Officers and the Local Chairman will meet at a mutually agreeable time in order to discuss any problems that may arise as a result of this agreement. If the local representatives are unable to resolve the issues, the issue may be referred to the Companies' Labor Relations Representatives and the Organization's International Representative for discussion and resolution. If the problem remains unresolved, the Agreement may be cancelled in accordance with Article VII.
- VII** This Agreement will remain in effect, unless either party signatory hereto, after the Agreement has been in effect for a period of thirty (30) days, issues a ten (10) day written notice of cancellation.

This Agreement is effective February 1, 2009.

Sincerely,

/s/ Cathryn S. Frankenberg  
AVP - Labor Relations  
and Human Resources – US

I concur: /s/ R. H. Grygiel  
R. H. Grygiel  
Int'l. Representative - BRC

Dated: 1/23/09

I concur: /s/ R. A. Johnson  
R. A. Johnson  
Int'l. President – TCU – Carmen Division

Dated: 1/23/09

APPENDIX BB

File: 0-0149-003

April 2, 2009

Sent Via Fax & US Mail

Mr. R. Grygiel, General Chairman  
Brotherhood of Railway Carmen  
8501 West Edelweiss Drive  
Palos Park, IL 60464

**Dear Mr. Grygiel:**

This will confirm your discussions with Chuck Kujawa of my staff regarding extending the workweek provisions of the January 21, 2009, Letter of Understanding at St. Paul Yard to Shoreham Yard in Minneapolis, Minnesota.

During these discussions it was agreed that the St. Paul Agreement provisions would be applied to Shoreham Yard on a sixty (60) day trial period. If any problems arise during the first sixty (60) day period the parties agree to meet to discuss in an effort to resolve the issues.

This Agreement may be cancelled by either party upon thirty (30) days advance written notice.

If this correctly outlines the understanding reached, please sign the Agreement returning one copy for my file.

Sincerely,

/s/ Cathryn S. Frankenberg  
AVP - Labor Relations and  
Human Resources – U.S.

I concur: /s/ R. H. Grygiel  
R. H. Grygiel  
Int'l. Representative - BRC

Dated: 4/6/09