

# **AGREEMENT**

**BETWEEN THE**

**NORTHEAST ILLINOIS REGIONAL COMMUTER RAILROAD CORPORATION  
(A PUBLIC CORPORATION)**

**AND ITS EMPLOYEES**

**REPRESENTED BY THE  
BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES**

**EFFECTIVE APRIL 16, 1984  
(Revised to May 1, 2004)**

**Wage Rates Effective July 1, 2004**

**AGREEMENT BETWEEN THE**  
**NORTHEAST ILLINOIS REGIONAL COMMUTER RAILROAD CORPORATION**  
**(A Public Corporation)**  
**And Its Employees Represented by the**  
**BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES**

**General Agreement Rules Effective April 16, 1984**  
**Revised to May 1, 2004**

**This will certify that I have received a  
copy of the above Agreement.**

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**Signature**

---

**Print Name**

---

**(Employee I.D. Number)**

---

**Title**

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**Date**

**(This signed receipt should be obtained by Supervisors and forwarded to the  
Office of Personnel Administration)**

This will confirm the parties' understanding that the general agreement between the Northeast Illinois Regional Commuter Railroad Corporation and Brotherhood of Maintenance of Way Employees, which became effective April 16, 1984, has now been updated to include all amendments through May 1, 2004. This understanding does not serve to nullify any portion of the agreement that may have been inadvertently omitted in the updating of the Agreement; nor does it in any way nullify or take the place of Rule 49(d), which establishes that the parties will be governed by a savings clause. In the event of any misprints, errors or unintentional omissions, the parties will be governed by the original documents which served as the basis of the updated Agreement.

Signed at Chicago, Illinois, this 15<sup>th</sup> day of April, 2004.

**FOR BROTHERHOOD OF MAINTENANCE  
OF WAY EMPLOYES (BMWE):**

/s/ Hayward J. Granier  
General Chairman

/s/ Mark S. Wimmer  
General Chairman

/s/ Thomas R. McCoy  
General Chairman

**FOR NORTHEAST ILLINOIS REGIONAL  
COMMUTER RAILROAD CORPORATION:**

/s/ Philip A. Pagano  
Executive Director

/s/ Michael J. Nielsen  
Senior Director, Corporate Administration

/s/ Jeffrey L. Barton  
Director, Labor Relations

**APPROVED:**

/s/ Leon R. Fenhaus  
Vice President

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**RULE 1. SCOPE.**

(a) These Rules govern the hours of service, rates of pay, and working conditions of all employees in the Maintenance of Way Department, as listed by Subdepartment in Rule 2, and other employees who may subsequently be employed in said Department, represented by the Brotherhood of Maintenance of Way Employees.

This Agreement does not apply to supervisory forces above the rank of Track Inspector, nor to employees in other departments covered by other collective bargaining agreements.

(b) Employees included within the Scope of this Agreement shall perform all work in connection with the construction, maintenance, repair, and dismantling of tracks, roadbeds, structures, facilities, and appurtenances related thereto located on the right-of-way or used in the operation of the Carrier in the performance of suburban passenger service.

(c) It is intent of this Agreement for the Carrier to utilize Maintenance of Way employees under the rules of this Agreement to perform the work included within the Scope of the Agreement; however, it is recognized that in certain specific instances the contracting out of such work may be necessary provided one or more of the following conditions are shown to exist:

- (1) Special skills necessary to perform the work are not possessed by its Maintenance of Way employees.
- (2) Special equipment necessary to perform the work is not owned by the Carrier and/or is not available to the Carrier for its use and operation thereof by its Maintenance of Way employees.
- (3) Time requirements exist which present undertakings not contemplated by the Agreement that are beyond the capacity of its Maintenance of Way employees.
- (4) Federal and State laws specifically require the Carrier to submit such work to public bidding.

In the event the Carrier plans to contract out work because of one or more of the criteria described above, it shall notify the General Chairman in writing as far in advance of the date of the contracting transaction as is practicable, and in any event, not less than fifteen (15) days prior thereto. Such notification shall clearly set forth a description of the work to be performed and the basis on which the Carrier has determined it is necessary to contract out such work according to the criteria set forth above.

If the General Chairman, or his representative, requests a meeting to discuss matters relating to the said contracting transaction, the designated representative of the Carrier shall promptly meet with him for that purpose and the parties shall make a good faith effort to reach an agreement setting forth the manner in which the work will be performed. It is understood that when conditions 3 and/or 4 are cited as criteria for contracting work, the Carrier, to the extent possible under the particular circumstances, shall engage its Maintenance of Way employees to perform all maintenance work in the Maintenance of Way Department and construction work in the Track Subdepartment, with due consideration given to the contracting out of construction work in the Bridge and Building Subdepartment to the extent necessary. If no agreement is reached, the Carrier may nevertheless proceed with said contracting and the Organization may file and progress claims in connection therewith.

Nothing herein contained shall be construed as restricting the right of the Carrier to have work customarily performed by employees included within the Scope of this Agreement from being performed by contract in emergencies that affect the movement of traffic when additional force or equipment is required to clear up such emergency condition in the shortest time possible. In such instances, the Carrier shall promptly notify the General Chairman of the work to be contracted and the reasons therefor, with such information to be confirmed in writing within fifteen (15) days of the date such work commences.

**RULE 2. SUBDEPARTMENTS - SENIORITY GROUPS AND RANKS.** (a) The seniority rights of employees will be confined to subdepartments and groups as provided hereinafter and shall extend throughout the Carrier's entire suburban passenger operation, which on the effective date of this Agreement is comprised of the territory from Chicago to Joliet (excluding the Heritage Corridor but including the CWI Branch), Chicago to Big Timber, Chicago to Fox Lake, Chicago to University Park (including the South Chicago Branch and the Blue Island Branch), Chicago to Manhattan between MP 8 at 74th Street and MP 40.9, and the yards at Western Avenue, Fox Lake, Elgin and Antioch. The rank sequence of employees within the various groups shall be as shown below, the lowest number designating the highest rank in the group.

**Track Subdepartment**

**Group A**

- Rank 1 - Track Inspectors
- Rank 2 - Foremen
- Rank 3 - Assistant Foremen
- Rank 4 - Clean-up Foremen
- Rank 5 - Trackmen

**Welding Subdepartment**

**Group A**

- Rank 1 - Foremen
- Rank 2 - Welders
- Rank 3 - Assistant Welders

**Work Equipment Subdepartment**

**Group A** - Work Equipment Operators

- Rank 1 - Heavy Equipment Operators
- Rank 2 - Light Equipment Operators

**Group B** - Work Equipment Repairers

- Rank 1 - Leading Work Equipment Mechanics
- Rank 2 - Work Equipment Mechanics
- Rank 3 - Work Equipment Assistant Mechanics

## **Bridge and Building - Water Service Subdepartment**

### **Group A** - Bridge and Building

Rank 1 - Foremen  
Rank 2 - Assistant Foremen  
Rank 3 - Mechanics  
Rank 4 - Assistant Mechanics

### **Group B** - Water Service

Rank 1 - Foremen  
Rank 2 - Assistant Foremen  
Rank 3 - Mechanics  
Rank 4 - Assistant Mechanics

**NOTE:** Bridge and Building - Water Service Subdepartment Group B is not applicable to Metra/Electric territory (Chicago to University Park and the South Chicago and Blue Island Branches).

In case of a change in the territory covered by suburban passenger service, the seniority rights of affected employees will be adjusted by agreement between the Carrier and the General Chairman.

**RULE 3. CLASSIFICATION OF WORK.** The denominations within the various subdepartments listed below set forth the type of work that shall be performed by employees assigned to each respective subdepartment and group and the primary duties of the employees assigned to classifications within each group.

## **Track Subdepartment**

**Group A** - Employees assigned to perform the work involved in the construction, maintenance, repair and dismantling of track and roadway, and any other related work generally recognized as being Maintenance of Way work in the Track Subdepartment.

**Rank 1** - Track Inspectors - Employees responsible for the patrolling and inspection of tracks and roadway and reporting to officials of the Carrier.

**Rank 2** - Foremen - Employees directing the work of men and reporting to officials of the Carrier and/or Track Inspectors.

**Rank 3** - Assistant Foremen - Employees assigned to assist Foremen in the performance of their duties. Assistant Foremen shall not perform supervisory duties to the exclusion of a Foreman's position.

**Rank 4** - Clean-up Foremen - Employees reporting to officials of the Carrier and assigned to direct the work of employees attached to Clean-Up Crews limited to and defined as:

- (a) Weed-grass-brush grooming of railroad right-of-way.
- (b) Pick-up and removal of debris.

**Rank 5** - Trackmen - Employees assigned to perform Track Subdepartment work of a non-supervisory nature.

Trackmen Drivers - Trackmen who are, in addition to their regular duties, assigned to operate trucks used in the Track Subdepartment.

Trackmen Riders - Trackmen assigned to assist Track Inspectors.

### **Welding Subdepartment**

**Group A** - Employees assigned to the operation of any welding, cutting, heating, grinding or shaping device used in the performance of the work of joining, repairing, tempering and cutting of rails, frogs, switches or any other metal track structure components.

**NOTE:** This does not preclude occasional use of torch cutting devices by qualified Track Subdepartment employees in the performance of their work when Welding Subdepartment employees are not readily available.

**Rank 1** - Foremen - Employees assigned to direct the work of forces consisting of four (4) or more Welding Subdepartment employees and reporting directly to officials of the Carrier.

**Rank 2** - Welders - Employees capable of and assigned to perform all welding work procedures and to perform necessary supervisory duties in connection therewith when the force consists of three (3) or less Welding Subdepartment employees.

**Rank 3** - Assistant Welders - Employees assigned to assist Welders in the performance of their duties and to perform the work of grinding and shaping.

### **Work Equipment Subdepartment**

**Group A** - Work Equipment Operators - Employees assigned to operate and service machines used in the performance of Maintenance of Way Department work.

**Rank 1** - Heavy Equipment Operators - Employees assigned to operate the following types of equipment:

#### **Class A - Type\***

- |                                   |   |
|-----------------------------------|---|
| --Cranes                          | --Heavy Duty Backhoe and/or Front End Loader    |
| --Scrapers                        | (excludes farm type, see Class B)               |
| --Low Boys                        | --High Production Tamper (capable of performing |
| --Boom Trucks                     | surfacing and lining functions)                 |
| --Speed Swings                    | --Tie Injectors and Inserters                   |
| --Bulldozers (Dozers)             | --Tie Unloaders (Jimbo or similar type)         |
| --Road Grader                     | --Track and Switch Undercutters                 |
| --Rough Terrain Cranes            | --Grade-all Material Handler                    |
| --Excavator                       | --Tamper Tie Exchange                           |
| --Brush Cutters (on or off track) | --Swing Loaders                                 |
| --Track Bed Stabilizers           |   |

Class B - Type\*

- |                                       |  |
|---------------------------------------|--|
| --Fuel Trucks                         | --Jet Snow Blower  |
| --Dump Trucks                         | --Tractor/Front End Loader/Backhoe<br>with attachments (farm type) |
| --Track Cleaner                       | --Tie Adzers   |
| --Ballast Regulators                  | --Spikers (auto-self propelled)                                    |
| --Tampers (without lining capability) | --Tractor Weed Mower   |
| --Power Jack (self propelled)         |  |
| --Trencher                            |  |

**Rank 2** - Light Equipment Operators - Employees assigned to operate the following types of equipment:

Class A - Type\*

- |                         |  |
|-------------------------|--|
| --Anchor Machines       | --Scarifiers                           |
| --Ballast Cribber       | --Tie Spacer                           |
| --Tie Drill             | --Tie Handler (Crane)                  |
| --Skid Steer Endloader  | --Track Gauger                         |
| --Nordberg Spike Puller | --Sweeper                              |
| --Anchor Adjuster       | --Spikers (not auto or self propelled) |
| --Anchor Spreader       | --Power Jack (not self propelled)      |
|                         | --Utility Tractors                     |

\* Including attachments.

**NOTE 1:** Any machines not listed above which should be included shall be considered to be in the appropriate Rank and Class as though they were listed. If any machines are subsequently introduced in the service, the Rank and Class in which they should be listed and the rates of pay for the operators of such machines shall be agreed upon in accordance with Rule 26.

**NOTE 2:** Equipment Operators will perform regular maintenance service work on the equipment to which assigned and will assist Work Equipment Mechanics and Work Equipment Assistant Mechanics in the repair of such equipment when assistance is required.

**Group B** - Work Equipment Repairers - Employees assigned to repair, adjust, or dismantle work equipment used in the Maintenance of Way Department.

**Rank 1** - Leading Work Equipment Mechanics - Employees assigned to work with and direct the work of Work Equipment Mechanics and reporting directly to the work equipment supervisor or other designated Carrier official.

**Rank 2** - Work Equipment Mechanics - Employees assigned to perform diagnostics and rebuilding of equipment components as well as routine repairs, adjustments, and maintenance on work equipment used in the Maintenance of Way Department.

**Rank 3** - Work Equipment Assistant Mechanics - Employees assigned based on aptitude to become Work Equipment Mechanics who assist Mechanics and perform routine repairs, adjustments, and maintenance on work equipment used in the Maintenance of Way Department.

## **Bridge and Building - Water Service Subdepartment**

**Group A** - Bridge and Building - Employees assigned to perform the work involved in the construction, maintenance, repair and dismantling of all buildings, bridges, and other structures, facilities, and appurtenances related thereto, regardless of material content, except the work in connection therewith that shall be performed by Group B - Water Service employees in the performance of their work.

**Rank 1** - Foremen - Employees directing the work of men and reporting to officials of the Carrier.

**Rank 2** - Assistant Foremen - Employees assigned to assist the Foremen in the performance of their duties. Assistant Foremen shall not perform supervisory duties to the exclusion of a Foreman's position.

**Rank 3** - Mechanics - Employees capable of and assigned to perform skilled non-supervisory work procedures.

**Rank 4** - Assistant Mechanics - Employees assigned to assist Mechanics in the performance of their duties.

**Group B** - Water Service - Employees assigned to perform the work involved in the installation, maintenance, repair or dismantling of water, steam, oil, sewer, gas or air conveyances, receptacles, and facilities, including pumps.

**Rank 1** - Foremen - Employees directing the work of men and reporting to officials of the Carrier.

**Rank 2** - Assistant Foremen - Employees assigned to assist the Foremen in the performance of their duties. Assistant Foremen shall not perform supervisory duties to the exclusion of a Foreman's position.

**Rank 3** - Mechanics - Employees capable of and assigned to perform skilled non-supervisory work procedures.

**Rank 4** - Assistant Mechanics - Employees assigned to assist Mechanics in the performance of their duties.

**RULE 4. ESTABLISHMENT OF SENIORITY.** (a) Persons entering the service will establish seniority when their pay starts. Rejection of applications for employment, if made, will be within sixty (60) calendar days after the person performs first service. Applications rejected by the Carrier must be declined in writing to the applicant.

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

(c) The Carrier will provide the General Chairman with a list of employees covered by this Agreement who are hired or terminated. The list shall indicate the dates the employees were hired or terminated, their home addresses, and social security numbers. The data will be supplied within thirty (30) days after the month in which the employee is hired or terminated.

(d) Employees upon promotion to a higher rank will establish seniority in the higher rank and all lower ranks of the group if not previously established as of the day assigned by bulletin, in accordance with Rules 7 and 8.

(e) Employees will establish seniority in a group in which seniority has not been previously established as of the date assigned by bulletin to a position in such group, in accordance with Rule 7.

(f) Employees shall retain and continue to accumulate seniority in lower ranks while serving in a higher rank.

(g) Employees will not establish seniority pursuant to paragraphs (d) or (e), above, in the event they voluntarily leave the position to which assigned within thirty (30) calendar days of the date of assignment, except in instances where an employee is promoted to and establishes seniority in a higher rank in the same group of the position he elects to leave.

(h) Exchange of seniority will not be permitted.

**RULE 5. SENIORITY ROSTERS.** (a) Seniority rosters shall be maintained separately by subdepartment, group, and rank in accordance with Rule 2. These rosters will show the employee's name, the last four digits of the employee's social security number, date of establishment of seniority in each and all groups and ranks, and if an employee obtains a prior right symbol, the employee's former seniority date on which the prior right symbol was obtained. (See also Appendices F, I, and J.)

It is understood and agreed that there shall be no protest, claim, or grievance advanced because the new information relative to prior righted employees is being included with the seniority rosters posted on and after January 1, 1993.

(b) Rosters will be received and posted in January of each year. Copies of the rosters will be posted at the headquarters point of each affected employee and copy will be furnished the Local Chairman and General Chairman representing such employees.

(c) It will be the responsibility of each employee to determine if the seniority dates afforded him on the appropriate seniority rosters are correct, with such rosters open to correction for a period of sixty (60) days from the date of posting. Upon presentation of proof of error by an employee or his representative, such error will be corrected. If no protest is presented within sixty (60) days, the dates will stand as official and thereafter will not be subject to protest on any future roster, except that any typographical error or error of omission will be corrected. The roster issued April 16, 1984 shall be considered the first roster under this Rule.

(d) When two or more employees have the same seniority date, the numerical position on the roster will govern. In arranging the numerical standing of each employee, preference will be given in the order of the one having (1) the most seniority in the next successive lower rank within the seniority group, (2) the earliest continuous seniority date in the subdepartment in which the seniority group is included, (3) the earliest continuous seniority date in the Maintenance of Way Department, or (4) by the highest number in the last four digits of their social security numbers.

**RULE 6. BULLETINING POSITIONS.** (a) All new positions or vacancies that are expected to last more than thirty (30) calendar days and are to be filled will be considered permanent and will be bulletined for a period of ten (10) calendar days within fifteen (15) calendar days prior to or ten (10) calendar days following the date the new positions are established or the vacancies occur. Bulletins will show subdepartment, group, rank, descriptive title, rate of pay, location, hours of service and probable duration of positions.

(b) Bulletins will be posted on bulletin boards at points readily accessible to the affected employees on the fifteenth (15th) and last day of each month, except in instances where those dates fall on Saturdays, Sundays, or holidays, in which event they will be posted on the next following workday. When bulletining new positions or vacancies in any rank, those employees of the group and seniority district having seniority in the rank bulletined, those seeking promotion, and those properly seeking to establish seniority in the group bulletined shall have the opportunity to bid. Copies of bulletins will be furnished the General Chairman and Local Chairman.

(c) Employees desiring to bid on bulletined positions shall file written application, stating preference if bidding on more than one position, with the officer whose name appears on the bulletin, with copy to the General Chairman.

(d) Positions or vacancies of thirty (30) or less calendar days will be considered temporary and may be filled without bulletining, with preference given to the senior employees in the rank and group in which the position or vacancy occurs who may be out of work or working in a lower rank due to force reductions. If no such employee is available, the position or vacancy will be filled through the general promotion rules.

(e) An employee completing a temporary assignment will, within ten (10) calendar days of the date of release, return to his former permanent position. If his permanent position is no longer available due to force reduction or displacement by a senior employee, he shall exercise his general displacement rights.

**RULE 7. BULLETIN ASSIGNMENTS.** (a) Assignment bulletins showing the name of the successful applicant will be posted at points readily accessible to the affected employees within ten (10) calendar days of the closing date specified by the bulletin for receipt of bids, copy of which will be furnished the successful applicant, as well as the Local Chairman and General Chairman.

(b) When making assignments, the senior applicant of the rank bulletined will be awarded the position subject to the demonstration of his ability to meet the requirements of the position within thirty (30) calendar days after the date reporting to the position. If the employee fails to qualify within this period, the position will be declared vacant and rebulletined. The disqualified employee, having been notified in writing of the reasons therefor, will return to his former position if it still exists or has not been claimed by a senior employee exercising displacement rights, in which event such employee shall exercise general displacement rights.

(c) In the event no bid is received from an employee holding seniority in the rank bulletined, the senior employee of such rank who is furloughed will be recalled and assigned the position subject to the qualification requirements of paragraph (b), above. If there is no such furloughed employee, the position will be filled by employees from within the subdepartment group of the bulletined position under the general rules of promotion.



(d) If a position cannot be filled pursuant to paragraph (c), above, it will be filled by applicants holding seniority in other groups who have not previously established seniority within the group of the rank bulletined, subject to the following:

- (1) Employees holding seniority rights within the Track, Welding, or Work Equipment Subdepartments may establish, accumulate, and retain seniority rights in all groups in each of said subdepartments.
- (2) Employees holding seniority rights in the Bridge and Building - Water Service Subdepartment may establish, accumulate, and retain seniority rights in all groups in that subdepartment.
- (3) Employees holding seniority rights in the subdepartment in which the position is located will be given preference to the assignment over applicants from other subdepartments.
- (4) Assignments shall be based on seniority, subject to the ability and qualifying requirements of Rule 8(b) and (d).
- (5) In the application of this paragraph (d), seniority means the earliest applicable continuous seniority date in the Maintenance of Way Department.

(e) In the event a position cannot be filled pursuant to the foregoing provisions of this Rule, furloughed employees who are not entitled by the exercise of their seniority to a position within their respective seniority groups will be given preference to the assignment to the position on a basis consistent with items (3), (4) and (5) of paragraph (d), above. Employees accepting such employment will establish seniority in the new group, subject to applicable qualifying requirements, and will be allowed to retain their former seniority. Employees having former seniority rights in any of the subdepartments embraced by item 1 of paragraph (d), above, and establishing newly acquired seniority in the subdepartment embraced by item 2 of paragraph (d), above, or vice versa, shall be subject to recall to a permanent, unfilled bulletined position in their former seniority group or groups. Employees accepting recall will forfeit all newly acquired seniority. Employees declining recall will forfeit their former seniority rights. Employees who establish newly acquired seniority rights and voluntarily return to a position in the exercise of their former seniority rights will forfeit their newly acquired seniority.

(f) When an employee is assigned to a position, as provided herein, he will be permitted to transfer to his new position as soon as provision can be made for this release, but in no event shall he be held for more than twenty (20) calendar days from the date of the assignment bulletin.

(g) An employee returning from vacation or leave of absence will return to his former position if it still exists or has not been claimed by a senior employee exercising displacement rights, in which event he shall exercise his general displacement rights; or he may upon his return or within five (5) calendar days thereafter, exercise seniority rights on any position bulletined during such absence. Employees displaced by his return will exercise their general displacement rights.

(h) Bulletined positions may be temporarily filled in accordance with Rule 6(d), pending bulletin assignment.

**RULE 8. PROMOTION.** (a) Promotion is an advancement within a seniority group from a lower rank to a higher rank in which seniority has not been previously established.

(b) Promotion shall be based on ability and seniority; seniority shall prevail if ability is sufficient, of which the Carrier shall be the judge, subject to appeal as provided in Rule 32.

(c) In the application of this Rule, the employee seeking promotion to a rank and holding the earliest seniority date in the next successive lower rank shall be considered the senior employee.

(d) Employees accepting promotion will be given a fair chance to demonstrate their ability to meet the requirements of the position. If the employee fails to so qualify within thirty (30) calendar days after the date reporting to the position, the position will be declared vacant. The disqualified employee, having been notified in writing of the reasons therefor, will return to his former position if it still exists or has not been claimed by a senior employee exercising displacement rights, in which event said disqualified employee shall exercise general displacement rights.

**RULE 9. FORCE REDUCTIONS.** (a) Not less than five (5) working days advance notice in writing shall be given to employees affected before the abolishment of positions or reduction of forces, with copy of notice to the General Chairman.

(b) The advance notice requirements of paragraph (a), above, are not required before temporarily abolishing positions or making temporary force reductions under emergency conditions, such as flood, snow storm, hurricane, tornado, earthquake, fire, or a labor dispute provided that such conditions result in suspension of the Carrier's operations in whole or in part. Such temporary force reductions will be confined solely to those work locations directly affected by a suspension of operations. Notwithstanding the foregoing, any employee who is affected by such an emergency force reduction and reports for work for his position without having been previously notified not to report shall receive four (4) hours pay at the applicable rate for his position. If an employee works any portion of the day, he will be paid in accordance with existing rules.

**NOTE:** When the emergency condition is over and if the positions covered by the rules of this Agreement are restored by the Carrier within five (5) calendar days following such emergency, all Maintenance of Way employees will be permitted to return to the position they occupied prior to the emergency.

(c) When reducing the number of employees in a gang, or at the point where the reduction is to be made, seniority shall govern, first furloughing the junior men in each rank to be reduced. When entire gangs are abolished the foregoing procedure will not be followed.

(d) An employee affected by force reduction or abolishment of a gang shall, within in a period of ten (10) calendar days from the date of his displacement, exercise his seniority rights over any junior employee. An employee failing to comply with the above will forfeit his rights to place himself in any rank in which he holds seniority, except by successfully bidding on and being assigned to a bulletined new position or vacancy, or by resuming active service through recall to duty in accordance with the provisions of paragraph (g), below.

(e) If a furloughed or displaced employee elects to displace a junior employee, he must notify the appropriate official of the Carrier before the change is made, giving the name of the employee to

be displaced and the date he will report. This procedure can, if necessary, be handled by telephone in order that the employee to be displaced can be given as much advance notice as possible by the Carrier, but not less than one workday. The Carrier will give full cooperation in assisting employees to determine and exercise their displacement rights. All employee notifications shall be confirmed in writing.

(f) Employees temporarily out of the service or serving in lower ranks will be given the opportunity to return to the service or to such higher rank in the service in which they have established seniority, in the order of their seniority, to fill temporary vacancies or positions.

(g) Furloughed employees holding seniority in the rank of a bulletined permanent position on which no bids were received from employees holding seniority therein will forfeit all seniority rights if they fail to return to work or furnish satisfactory reason for not doing so in writing to the Carrier within fifteen (15) calendar days from the date of notification by certified mail sent to the last acknowledged address, a copy of such notifications being sent to the General Chairman. An employee whose reasons for not reporting within said time were unacceptable to the Carrier shall have the right to appeal through the procedures of Rule 33.

(h) It is the responsibility of the employee to advise the designated Carrier official promptly of any change in address. Change in address notices should be sent concurrently to the designated Carrier official, in triplicate, with a copy to the General Chairman. The officer receiving said notice shall date, sign, and return one copy each to the employee and the General Chairman.

(i) When forces are again increased, employees will be returned to the service in the order of their seniority.

(j) Employees who are furloughed in reduction in forces, and who are given their vacation allowance immediately following force reduction, have displacement rights under the provisions of this Rule, which shall begin immediately upon completion of their vacation. This will also apply to employees who are on vacation when cut off in force reduction.

**RULE 10. BASIC DAY.** (a) Eight (8) consecutive hours, exclusive of the meal period, shall constitute a day's work. Regularly established daily working hours will not be reduced below eight (8) per day, except as provided in this Agreement.

(b) For regular work requiring continuous service, eight (8) consecutive hours without a meal period shall constitute a day's work, in which case twenty (20) minutes shall be allowed in which to eat without deduction in pay.

(c) When less than eight (8) hours are worked for the convenience of employees at their request, only actual time worked will be paid for.

(d) Hourly rated employees will be allowed a minimum of four (4) hours pay at the pro rata rate when required to report to work at the usual starting time and place for the day's work and conditions prevent performance of the regular day's work, with actual time paid for if held on duty in excess of four (4) hours.

**RULE 11. STARTING TIME - HOURS OF SERVICE.** (a) Employees' time will start and end at designated assembling points for each class of employees, such as tool house, shop, railroad station, or lodging facility (when required pursuant to Rule 23).

(b) For regular day service, the starting time will not be earlier than 6:00 a.m. or later than 8:30 a.m. and the assigned hours for starting work will not be changed without first giving the employees affected thirty-six (36) hours notice in writing, with a copy sent to the General Chairman.

(c) When two or more shifts are employed, no shift will have a starting time between 12:00 o'clock midnight and 4:00 a.m.

(d) The starting times will not be changed for the purpose of taking care of temporary conditions of twelve (12) days or less. The starting times may be otherwise arranged by agreement between the General Chairman and the Carrier based on actual service requirements.

**RULE 12. FORTY HOUR WORKWEEK.** The terms "positions" and "work" used in this Rule refer to service, duties, or operations necessary to be performed, the specified number of days per week, and not to the workweek of individual employees.

### **Part I**

(a) **General** - Subject to the exceptions contained in this Rule, there is hereby established a workweek 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 operational requirements; so far as practicable the days off shall be Saturday and Sunday. The workweek rules are subject to the following provisions:

- (1) **Five-day positions** - On positions the duties of which can reasonably be met in five (5) days, the days off will be Saturday and Sunday.
- (2) **Six-day positions** - Where the nature of the work is such that employees will be needed six (6) days each week, the rest days will be either Saturday and Sunday or Sunday and Monday.
- (3) **Seven-day positions** - Where the nature of the work is such that employees will be needed seven (7) days each week, any two (2) consecutive days may be the rest days with the presumption in favor of Saturday and Sunday.

(b) **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 or seven-day service or combinations thereof, or to perform relief work on certain days, and such types of other work on other days as may be assigned under the provisions of 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.

(c) **Deviation from Monday - Friday week** - If, in positions and work extending over a period of five (5) days per week, an operational problem arises which the Carrier contends cannot be met under the provisions of paragraph (a)(1), above, and requires that some of such employees work Tuesday to Saturday, instead of Monday to Friday, and the employees contend to the contrary, and

if the parties fail to agree thereon, then if the Carrier nevertheless puts such assignments into effect, the dispute may be processed as a grievance or claim.

(d) **Nonconsecutive rest days** - The typical work week is to be one with two (2) consecutive days off. However, when an operating problem is met which may affect the consecutiveness of the rest days of positions or assignments covered by paragraphs (a)(2), (a)(3), and (b), above, the following procedure shall be used:

- (1) All possible regular relief positions shall be established pursuant to paragraph (b) 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 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 party shall be considered and efforts made to come to an agreement thereon.
- (5) If the foregoing does not solve the problem, then some of the relief or extra men may be given nonconsecutive rest days.
- (6) If after all the foregoing has been done there still remains service which can only be performed by requiring employees to work in excess of five (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 to the problem would be to work some regular employees on the sixth or seventh days at overtime rates and thus withhold work from additional relief men.
- (8) If there is a disagreement over the necessity of splitting the rest days on any assignments, the Carrier may nevertheless put the assignments into effect subject to the right of employees to process the dispute as a grievance or claim under the provisions of applicable rules, and in such proceedings the burden will be on the Carrier to prove that its operational requirements would be impaired if it did not split the rest days in question and that this could be avoided only by working certain employees in excess of five (5) days per week.

(e) **Rest days of extra or furloughed employees** - To the extent extra or furloughed men may be utilized, their days off need not be consecutive; however, if they take the assignment of a regular employee they will have as their days off the regular days off of that assignment.

(f) **Beginning of workweek** - The term "workweek" for regularly assigned employees shall mean a week beginning on the first day on which the assignment is bulletined to work and for unassigned employees shall mean a period of seven (7) consecutive days starting with Monday.

(g) **Change in rest days** - Regularly assigned rest days will not be changed without abolishing the affected positions pursuant to Rule 9 and bulletining same with the newly assigned rest days. The employees affected thereby may exercise their general displacement rights or, if they desire, may protect the vacancy until assignment is made on the basis provided in Rule 7.

## **Part II**

Notwithstanding the provisions of Part I of Rule 12, above, the Carrier shall have the option at the inauguration of a capital project to establish assignments attached to the project to a workweek consisting of four (4) consecutive days per week and ten (10) hours per day, subject to the following terms and conditions:

(a) All positions or resultant vacancies established to work the four (4) day/ten (10) hours per day workweek will be bulletined and assigned in accordance with existing Agreement Rules.

(b) Employees obtaining a four (4) day/ten (10) hours per day assignment will not be placed in a worse position in respect to holidays and vacations as a result of this agreement.

(c) Employees assigned to this workweek will be assigned to work ten (10) hours per day, four (4) consecutive days per week, and will be allowed the pro rata rate for the 10-hour day. Time worked in excess of the ten (10) hour work period on any day, or work performed on rest days, holidays, and during vacation periods, shall be paid for in accordance with Agreement Rules.

(d) Where capital project work is required to be performed on rest days and/or holidays, it will be performed by the regularly assigned incumbents of the classifications who perform the required work throughout the four (4) consecutive days per week. Employees assigned to a four (4) consecutive days per week position are eligible to be used to work overtime on their rest days and holidays on non-capital project work only after exhausting the availability of other employees otherwise entitled to the overtime under the provisions of Rule 18.

(e) The starting time of these employees shall be between 6:00 a.m. and 7:00 a.m., unless otherwise agreed to by the General Chairman and the Director, Labor Relations. Employees assigned will be afforded a meal period of twenty (20) minutes between the beginning of the fifth hour and ending of the sixth hour in which to eat without deduction in pay. Employees assigned to work ten (10) hours per day, four (4) consecutive days per week who are required to perform more than one (1) hour of overtime service continuous with and following the regular work period shall be allowed a second meal period not to exceed twenty (20) minutes. Meal periods of twenty (20) minutes subsequent to a second meal period shall be allowed at intervals of six (6) hours. The meal periods provided for herein will not terminate the continuous work period and the employees shall be reimbursed for actual necessary meal expenses, supported by receipts, for the second and subsequent meals, if such meals are not furnished by the Carrier.

(f) When one of the recognized holidays provided for in Appendix B falls on any of the four (4) consecutive work days of the respective Capital Project assignment, employees assigned thereto who qualify under Appendix B for holiday pay will be compensated for ten (10) hours at the straight time rate for such holiday. When one of the recognized holidays provided for in Appendix B of the General Rules Agreement falls on any of the three (3) rest days of the respective Capital Project assignment, employees assigned thereto who qualify under Appendix B for holiday pay will be compensated for eight (8) hours at the straight time rate for such holiday.

(g) When any of the recognized holidays fall on Tuesday, Wednesday, or Thursday and these are work days, all employees in the gang will work on such holiday at the pro rata rate and as a group either take Friday or the following Monday as the holiday providing (1) a majority of the employees assigned to the Gang so-request, (2) there is concurrence of the Supervising Officer, and (3) the General Chairman prior to the workweek in which such holiday falls does not disapprove the arrangement. In the event work is performed on the day substituted for such holiday, Rule 19 shall apply.

(h) Employees assigned to a four (4) consecutive day workweek provided for herein who are required to work on a recognized holiday for which no other day is substituted, or are required to work on a day substituted for a recognized holiday, will be compensated for such service at the time and one-half rate in accordance with General Agreement Rules, in addition to the holiday pay, if qualified.

(i) For vacation qualifying purposes, employees assigned to a four (4) consecutive day workweek as provided for herein will be allowed credit for one and one-quarter (1.25) days for each day worked in such assignments during the calendar year.

(j) Employees absent on vacation for which qualified during the period to which they are assigned to work a four (4) consecutive day workweek as provided for herein will be compensated while on vacation on the basis of ten (10) hours per day at the pro rata rate and one and one-quarter (1.25) days will be charged against the number of vacation days to which they are entitled.

(k) Compensable Personal Leave, Jury Duty, or Bereavement Leave days will be paid for on the basis of ten (10) hours at the pro rata rate to employees assigned to a four (4) consecutive day workweek.

(l) Employees exercising seniority rights onto or away from positions which work the four (4) consecutive days/ten (10) hours per day workweek shall take all the conditions of the assignments they obtain and shall have no claim to loss of compensation or claim to overtime on account of working in excess of forty (40) hours or on more than five (5) days in their workweek by reason of exercise of seniority rights.

(m) A four (4) working day advance notice (in lieu of five (5) days) shall be sufficient in making force reductions or abolishment of positions assigned to the four (4) consecutive days/ten (10) hours per day workweek.

(n) Employees assigned to work ten (10) hours per day, four days per week whose assigned workweek includes Saturday and Sunday, shall be allowed a one (1) dollar per hour differential for all hours or portion of hours worked in addition to any other applicable differentials in effect. Employees assigned to work ten (10) hours per day, four days per week whose assigned workweek includes Saturday or Sunday, but not both, shall be allowed a fifty (50) cents per hour differential for all hours or portion of hours worked in addition to any other applicable differentials in effect.

**RULE 13. WORK ON UNASSIGNED DAYS.** Where work is required by the Carrier to be performed on a day which is not a part of any assignment, it may be performed by an available extra or unassigned employee within the group who will otherwise not have forty (40) hours of work that week; in all other cases by the regular employee.

**RULE 14. MONTHLY RATED EMPLOYEES.** (a) Regularly established daily working hours of monthly rated employees will not be reduced below eight (8) hours per day, five (5) days per week, except that the number of days may be reduced in a week in which holidays occur by the number of such holidays. This paragraph may be modified by agreement between the Carrier and the General Chairman and does not apply to employees assigned by such agreement to a lesser number of hours or days.

(b) The monthly rate of employees comprehends compensation for incidental report writing, timekeeping, and correspondence; but in addition to their established monthly rate, monthly rated employees shall receive pay at the applicable overtime rate for work performed in all instances where the overtime rate is generally applicable under this Agreement.

(c) The hourly factor for monthly rated positions shall be 176 for the purpose of computing overtime rates of pay; overtime rates shall be computed by dividing the monthly rate by 176 and multiplying the result by the applicable overtime factor of 1½ (time and one-half) or 2 (double time). Fractions of dollars to the fourth decimal point (.0000) will be used in the computing of overtime rates with the results rounded to the nearest cent, with one-half (.0050) or over counted as one cent.

**RULE 15. MEAL PERIOD.** (a) A meal period of not less than thirty (30) minutes nor more than one (1) hour shall be allowed employees between the ending of the fourth hour and the beginning of the sixth hour after the start of the regular work period, except that employees regularly assigned to work eight (8) continuous hours will be allowed twenty (20) minutes during said period in which to eat without deduction in pay. Such meal period shall not be permanently changed except by giving employees affected at least thirty-six (36) hours advance notice in writing; however, the assigned meal period will be flexible to the extent of thirty (30) minutes either prior or subsequent to the designated time when necessary to clear trains.

(b) If a meal period is not afforded at the designated time and all or any portion thereof is worked, the meal period shall be paid for at the time and one half rate and, in addition, twenty (20) minutes with pay shall be allowed in which to eat at the first opportunity, but in no event shall same commence later than the beginning of the sixth hour.

(c) Employees required to perform more than three (3) hours overtime service continuous with and following the regular work period shall be allowed a second meal period, not to exceed twenty (20) minutes. Meal periods of twenty (20) minutes subsequent to a second meal period shall be allowed at intervals of six (6) hours.

(d) Employees required to perform incidental overtime service not continuous with before or after the regular work period that extends for six (6) or more hours shall be allowed a meal period, not to exceed twenty (20) minutes.

(e) The meal periods provided for in paragraphs (c) and (d), above, will not terminate the continuous work period and the employees shall be reimbursed for actual necessary expenses for such meals supported by receipts, if the meals are not furnished by the Carrier.

**RULE 16. COMPOSITE SERVICE.** When an employee performs work carrying a higher rate of pay for more than four (4) hours on any day, he will receive the higher rate for the entire day; when four (4) hours or less work is performed, the higher rate will apply for actual time worked. When the employee's regular rate is the higher one, his rate will not be reduced when he is required to



perform lower-rated work for any part of the day. Nothing in this Rule will permit the regular assignment of employees to higher rated work for a half day or less to avoid payment of the higher rate for the entire day.

**RULE 17. CALL RULE.** Employees notified or called to perform work not continuous with the regular work period will be allowed a minimum of two (2) hours and forty (40) minutes at the time and one-half rate; if held on duty in excess of two (2) hours and forty (40) minutes, time and one-half will be allowed on the minute basis.

**RULE 18. OVERTIME.** (a) Time worked following and continuous with the regular eight (8) hour work period shall be computed on the actual minute basis and paid for at the time and one-half rates, with double time computed on the actual minute basis after sixteen (16) continuous hours of work in any twenty-four (24) hour period computed from starting time of the employee's regular shift.

(b) Time worked continuous with and in advance of the regular eight (8) hour work period, if six (6) hours or less, shall be paid at the time and one-half rate until the beginning of the regular work period, and then at the straight-time rate during the regular eight (8) hour work period; and, if in excess of six (6) hours, the time and one-half rate shall apply until the double-time rate as provided for in paragraph (c), below, becomes applicable or until released for eight (8) hours or more. Such release, upon completion of six (6) hours or more actual work, will not constitute a violation of paragraph (g), below.

(c) For time worked in excess of sixteen (16) hours following the beginning of the employee's regular starting time, the double-time rate will apply until the employee is released for at least ten (10) hours.

(d) In instances where the employee reports to work in overtime service other than provided for in paragraphs (a) or (b), above, the twenty-four hour period for purposes of applying paragraph (c), above, shall commence at the time the employee reports for such service. Each successive twenty-four hour period will be computed in a like manner until the employee is released from duty in accordance with paragraph (c), above.

(e) Work in excess of forty (40) straight-time hours in any work week shall be paid for at one and one-half times the basic straight-time rate, except where such work is performed by an employee due to moving from one assignment to another, or moving to or from an extra or furloughed list, or where days off are being accumulated under paragraph (g)(3) of Rule 12, Part I.

(f) Employees worked more than five (5) days in a workweek shall be paid one and one-half times the basic straight-time rate for work on the sixth and seventh days of their workweek, except where such work is performed by an employee due to moving from one assignment to another, or moving to or from an extra or furloughed list, or where days off are being accumulated under paragraph (g)(3) of Rule 12, Part I.

(g) There shall be no overtime on overtime; neither shall overtime hours paid for, other than hours not in excess of eight (8) paid for at overtime rates on holidays or for changing shifts, be utilized in computing the forty (40) hours per week; nor shall time paid for in the nature of arbitraries or special allowances such as attending court, deadheading, travel time, and the like, be utilized for this purpose, except when such payments apply during assigned working hours in lieu of pay for such hours or where such time is now included under existing rules in computations leading to overtime.

(h) In the application of this Rule to new employees temporarily brought into the service in emergencies, the starting time of such employees will be considered the time they commence work or are required to report.

(i) Employees will not be required to suspend work during their regularly assigned work period for the purpose of absorbing overtime.

(j) No overtime will be worked without authority from the supervisory officer, except in case of an emergency where advance authority is not obtainable.

(k) When overtime service is required of part of a gang continuous with, before, or after the regular work period, the senior available qualified employees in the rank involved shall have preference to such overtime if they so desire.

(l) Regularly assigned employees are incumbents for the purpose of assigning overtime on the rest days preceding the commencement of their assigned vacation periods of one week or longer, but are not so considered on the rest days immediately following their vacation period.

**RULE 19. WORK ON REST DAYS, HOLIDAYS, AND DURING VACATION PERIODS.** Time worked by employees on rest days, holidays (as provided for in Appendix B), and during vacation periods will be paid for at the applicable overtime rate set forth in Rules 17 and 18.

**RULE 20. HEADQUARTERS POINT.** (a) The Carrier shall designate a headquarters point for each regular position; for employees not serving in regular positions, the Carrier shall designate a headquarters point for each employee. No designated headquarters points may be changed more frequently than once each sixty (60) days, except headquarters points for district gangs may be changed no more frequently than once each thirty (30) days.

**NOTE:** "District gang" is defined as those gangs established in the various subdepartments to carry out Capital Project work such as rail/tie installations, station and platform installation/renovation, and track surfacing.

(See Appendix N for headquarters applicable to Mobile System Gangs.)

(b) If and when it becomes necessary to change a designated headquarters point, at least fifteen (15) days advance notice will be given to the General Chairman and the employees affected and the position will be abolished and bulletined at the new headquarters point. The employees affected thereby may exercise their general displacement rights or, if they desire, they may protect the vacancy until assignment is made by bulletin pursuant to Rule 7.

**RULE 21. EXERCISE OF SENIORITY RIGHTS; EXPENSE TO CARRIER.** Employees accepting positions in the normal exercise of their seniority rights will do so without expense to the Carrier, except as provided in this Agreement.

**RULE 22. TRANSPORTATION-MILEAGE AND TRAVEL TIME.** (a) The Carrier will provide employees with free transportation in traveling between their headquarters point and their work point, from work point to work point, between their headquarters point and another point, or from one point to another. An employee who has a personal automobile which he is willing to use for such transportation, and same is authorized by the Carrier, will be reimbursed for such use at the standard rate authorized by the Carrier (37½¢ per mile at the date of this Agreement).

(b) Employees will be compensated for travel and waiting time at their straight-time rates during regularly assigned work hours and at the overtime rate during overtime hours.

(c) If an employee who is away from his headquarters point by direction of the Carrier is allowed to go to bed for eight (8) or more hours, such rest time shall not be paid for, provided that in no case shall the employee be paid for less than eight (8) hours for each calendar day held away from his headquarters.

(d) Employees will not be allowed time in traveling in the exercise of their seniority rights, or between their homes and designated headquarters points, or for other personal reasons.

**RULE 23. MEALS AND LODGING ACCOMMODATIONS.** (a) The Carrier shall provide suitable meals and lodging accommodations for employees who are regularly assigned to a type of service the nature of which regularly requires them to be away from their homes throughout the workweek. The headquarters point of such employees shall be the place where they lodge. If any of the employees referred to in this paragraph are temporarily assigned to a stationary headquarters point, the provisions of paragraph (b), below, shall apply.

(b) Employees, other than those referred to in paragraph (a), above, who are held away from their headquarters point during the course of their employment by direction of the Carrier shall be provided with suitable meals and any necessary overnight lodging accommodations. This paragraph will not apply to employees who customarily carry their lunches and are not held from their headquarters for more than three (3) hours beyond the regularly assigned quitting time.

(c) In the event suitable meals and lodging accommodations are not furnished as provided in paragraphs (a) and (b), above, the employees will be reimbursed for actual expenses incurred when supported by receipts. Such reimbursement will be made in the month following the month when incurred, provided the employee has submitted by the tenth of the month his expenses on the form furnished by the Carrier.

**RULE 24. TRAINING SCHOOL.** Employees covered by this Agreement sent by the Carrier to attend training or orientation schools located outside the Carrier's six county service territory shall be reimbursed for necessary actual expenses for lodging, meals, and travel expenses, supported by receipts, and shall suffer no loss in pay.

For attending training and orientation schools within the Carrier's six county service territory, the Carrier will provide transportation to and from an employee's headquarters point and the school site, or if the employee is willing and uses his personal automobile in lieu of such transportation, the Carrier will reimburse the employee at the standard automobile mileage rate authorized by the Carrier. Such employees shall suffer no loss in pay.

**RULE 25. ATTENDING COURT, CORONER'S INQUEST, HEARINGS.** An employee attending court, coroner's inquests, investigations or hearings under instructions from the Carrier will be paid the equivalent of his regular assigned hours at the pro rata rate for each calendar day so held and will be reimbursed for necessary expenses while away from home. This Rule shall not operate to create a pyramiding of pay on any calendar day for time worked by the employee in his regular assignment and/or attending court, coroner's inquest, or hearing. Fees and mileage accruing will be assigned to the Carrier. This Rule shall not apply to an employee instructed by the Carrier to attend an investigation of charges against him who is not exonerated of such charges.

**RULE 26. RATES OF PAY.** (a) The rates of pay of employees subject to the Agreement shall be listed in a master wage schedule prepared by the Carrier, a copy of which shall be furnished the General Chairman for his verification. The verified wage schedule shall constitute a part of the Agreement and shall be identified as Appendix A. This Rule requires that positions classified in Rule 3 be individually listed in whatever detail is necessary to enable the ascertainment from the schedule of the rates of pay of each position. When rates of pay are generally revised or revisions are made in individual rates of pay, the provisions of this paragraph will apply to preparation, verification, and reproduction of the revised wage schedule, which shall be distributed in the same manner as this Agreement.

(b) Rates of pay of new positions not classified in Rule 3, as well as the adjustment of rates of supervisory employees covered by the rules of the Agreement, where duties and responsibilities have allegedly been expanded, shall be subject to the following:

(i) If a new position is established for which a rate of pay has not been agreed upon, the Carrier will in the first instance establish a rate which is commensurate with the duties, responsibilities, characteristics, and other requirements of said position, notifying the General Chairman of the establishment of such position. If the General Chairman does not agree that the rate of pay so established is commensurate with the duties, responsibilities, characteristics, and other requirements of the position, he shall so notify the Carrier and thereupon the duly authorized representative of the Carrier shall meet with the General Chairman or his representative for the purpose of mutually agreeing upon a rate which will be satisfactory to both parties. In the event of failure to reach a mutual agreement on the subject, it will be submitted to arbitration in accordance with paragraph (b)(iii) of this Rule.

(ii) If, as the result of a change in work methods, the contention is made by the General Chairman that there has been an expansion of duties and responsibilities of supervisory employees covered by this Agreement, resulting in a request for wage adjustment, and a mutual agreement is not reached disposing of the issue thus raised, the matter will be submitted to arbitration in accordance with paragraph (b)(iii) of this Rule.

(iii) The submissions to arbitration provided for in paragraphs (b)(i) and (b)(ii), above, shall be under and in accordance with the provisions of the Railway Labor Act; shall be between the Carrier and the General Chairman; and shall be governed by an arbitration agreement conforming to the requirements of the Railway Labor Act which shall contain the following provisions:

- (1) Shall state that the Board of Arbitration is to consist of three members;
- (2) Shall state specifically that the question to be submitted to the Board for decision shall be limited to the single question as to whether the rate established by the Carrier should be continued or whether the rate suggested by the General Chairman should be adopted or whether an intermediate rate is justified; and that in its award the said Board shall confine itself strictly to a decision as to the question so specifically submitted to it;
- (3) Shall fix a period of ten (10) days from the date of the appointment of the arbitrator necessary to complete the Board within which the said Board shall commence its hearings;

- (4) Shall fix a period of thirty (30) days from the beginning of the hearings within which the Board shall make and file its award, provided that the parties may agree at any time upon the extension of this period;
- (5) Shall provide that the award shall become effective on the date that it is rendered and the rate awarded shall continue in force until changed or modified pursuant to the provisions of the Railway Labor Act.

**RULE 27. ENTRY RATES OF PAY:** Employees entering NIRC service on or after November 1, 1999, on positions of B&B Assistant Mechanic, Water Service Assistant Mechanic, Assistant Welder, Trackman, or Track Rider shall be compensated in accordance with the following provisions, as a percentage of the basic rates of pay provided for in Appendix A applicable to such positions as specified herein, within the first thirty-six (36) calendar months from their date of hire:

- (a) For the first twelve (12) calendar months of employment, new employees shall be paid 80% of the applicable rates of pay.
- (b) For the second twelve (12) calendar months of employment, new employees shall be paid 90% of the applicable rates of pay.
- (c) For the third twelve (12) calendar months of employment, new employees shall be paid 95% of the applicable rates of pay.
- (d) Employees who maintain an employment relationship with the Carrier but who work less than the full twelve (12) calendar months in any one period, as set forth above, shall receive full credit toward completion of the rate progression provided they have a minimum of six (6) months of compensated service during the period. It is understood, however, that no employee can advance to the next wage progression category until at least twelve (12) months have elapsed from the date of hire or from the date of the previous rate progression increase under this Rule.
- (e) Employees who have had a previous employment relationship with the NIRC or another carrier in a craft represented by the Organization and who are subsequently hired or rehired by the NIRC in the same craft shall be covered by this Rule; however, such employees shall receive credit toward completion of their rate progression, as set forth above, based on their prior months of active service in the craft, provided such service last occurred within one year of their date of hire or rehire with the NIRC.
- (f) Once an employee has completed a total of thirty-six (36) calendar months of employment with the Carrier, as provided for above, in any Maintenance of Way position or combination of positions thereof, the rate progression provisions of this Rule shall no longer be applicable and the employee shall be paid at the established rate for his or her position.
- (g) Any calendar month in which an employee does not render compensated service due to voluntary absence, suspension, or dismissal shall not count toward completion of the rate progression as set forth herein, nor shall service in a craft not represented by the Organization be considered in determining periods of employment under this Rule.

**RULE 28. PAY FREQUENCY; SHORTAGES.** (a) Employees shall be paid bi-monthly, no later than the fifteenth and last day of each month.

(b) An employee on vacation at a time when a pay day falls may make arrangements through the District Engineer by advance notice of no less than fifteen (15) days prior to such pay day to have his pay check deposited to a designated bank account.

(c) Upon request by an employee, a pay check will be issued to cover a shortage in pay equal to one (1) day's pay or more.

(d) Employees will be promptly notified in writing of the disallowance and the reasons therefor of any time submitted on time sheets.

**RULE 29. LEAVE OF ABSENCE.** (a) Employees may upon written request to the designated Carrier official be granted leave of absence not to exceed ninety (90) calendar days in any calendar year. All such requests for leave of absence will be promptly responded to in writing by the Carrier official receiving same and no such request will be arbitrarily denied. Leave of absence in excess thereof shall not be granted unless agreed to in writing by the Carrier and the General Chairman. All leaves of absence are subject to the requirements in this paragraph, except those referred to in paragraphs (b), (c), and (d), below.

(b) An employee absent from service because of personal disability or the disability of a dependent spouse or child, whether by illness or injury, shall be considered on leave of absence. Such employee shall notify the Carrier of the reasons for his absence at the first opportunity and shall confirm same in writing. Such employees shall, upon request by the Carrier, be required to furnish reasonable proof of disability.

(c) Employees serving on committees for the Organization by direction of the General Chairman will be considered on leave of absence for the duration of their duties.

(d) Employees appointed to official positions with the Carrier or who are serving on full-time positions with the Organization will be considered on leave of absence while serving in such positions.

**NOTE:** See Appendix E, Part 3 covering seniority retention and/or accumulation requirements for promoted employees.

(e) An employee who enters business or engages in other employment while on leave of absence under these rules will forfeit his seniority unless same is done pursuant to an agreement in writing between the Carrier and the General Chairman.

(f) An employee will return to the service in accordance with Rule 7(g).

(g) An employee who fails to report to duty at the expiration of a leave of absence shall forfeit all seniority rights and terminate his employment relationship with the Carrier.

**RULE 30. DISABILITY RETIREMENT.** (a) An employee who retires under the disability provisions of the Railroad Retirement Act will retain and accumulate seniority and be continued on the seniority roster until he attains the age of sixty-five (65) years, unless seniority is terminated in the meantime for other reasons.

(b) Should such employee recover sufficiently prior to age sixty-five (65) to be disqualified from receiving his disability annuity and he desires to return to railroad service in his class, he shall be subject to Rule 31 in the event there is a dispute about his physical condition.

**RULE 31. PHYSICAL DISQUALIFICATION.** (a) When an employee is withheld from duty by the Carrier because of his physical condition, the employee or his duly accredited representatives may make written request of his employing officer for a Medical Board upon presentation of a dissenting opinion from a competent physician as to the employee's physical condition.

(b) The Carrier and the employee's physicians shall, within ten (10) days of the request for a Medical Board, select a third neutral physician who shall be an expert on and specializing in the disability from which the employee is alleged to be suffering.

(c) The Medical Board thus established will review the employee's case from medical records furnished by the parties and, if considered necessary, will make an examination of the employee. After completion, the Board shall make a complete report of its findings in triplicate, one copy each to the employee, the Carrier, and the employee's representative, setting forth a statement of the employee's condition and a majority opinion as to his fitness to continue service in his regular employment. Said findings shall be final except as provided below. The requirements of this paragraph shall be completed within fifteen (15) calendar days of the establishment of the Medical Board or as soon thereafter as proper medical evaluation will permit.

(d) 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.

(e) In the event the Medical Board concludes that the employee is fit to continue in service in his regular employment, it 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.

(f) In the event the Medical Board concludes that the employee is not fit to continue in service in his regular employment, the employee or Organization may, upon presentation of an opinion from a competent physician that the employee's condition has improved to the extent he may resume his regular employment, request re-examination by the Carrier's physician.

**RULE 32. HEARINGS - DISCIPLINE AND UNJUST TREATMENT.** (a) An employee who has been in the service sixty (60) calendar days or more will not be disciplined or dismissed without a proper hearing as provided for in paragraph (d), below, unless such employee shall waive formal hearing and accept discipline in writing (sample waiver form on the next page) witnessed by his representative. Suspension from service pending charges and hearing is permissible in major offenses.

(b) Whenever charges are preferred against an employee, they will be filed in writing within ten (10) days from the date the Carrier has knowledge of the alleged offense, with copy to the General Chairman. Such notice shall specify the specific charges against the employee.

(c) An employee who considers himself unjustly treated shall have the same right of hearing and appeal as provided in this Rule if written request containing specific reasons for complaint is made to his immediate superior or appropriate officer of the Carrier within ten (10) days of the cause for complaint. This paragraph does not apply to grievances in connection with time claims or to the appeal of Carrier decisions made pursuant to this Rule, which must be progressed in accordance with the provisions of Rule 33.

<b><u>REQUEST FOR WAIVER OF FORMAL HEARING</u></b>	
Mr. _____	_____, 20 ____
_____ <small style="text-align: center;">Location</small>	
Dear Sir:	
I hereby confirm my verbal request that formal hearing be waived on the following charge for which I have been instructed to appear for hearing:	
I understand, agree to and accept assessment of the following to be placed on my personal record: (Show discipline assessed [ _____ ]).	
<b><u>WITNESSED:</u></b>	
_____ <small style="text-align: center;">Representative</small>	_____ <small style="text-align: center;">Employee Under Charge (Print Name)</small>
Date: _____	_____ <small style="text-align: center;">Signature</small>
	_____ <small style="text-align: center;">Occupation</small>
	_____ <small style="text-align: center;">Address</small>
<b><u>REQUEST GRANTED:</u></b>	
_____	
Date: _____	
cc: General Chairman	

(d) An employee against whom charges are preferred, or who may consider himself unjustly treated, shall be granted a fair and impartial hearing by a designated official of the Carrier which shall take place within ten (10) days after notice is served, either under paragraph (b) or paragraph (c), above. A charged employee shall be given reasonable opportunity to secure the presence of necessary witnesses and shall have the right to be represented by the duly-accredited representatives of the employees.

All witnesses except the one testifying will be excluded from the hearing both before and after testifying. Only evidence and statements bearing directly upon the specific charges against the



employee which have been subject to cross examination will be used in assessing discipline against the employee. A decision in writing will be rendered within twenty (20) days from the close of the hearing. A copy of the transcript of evidence taken at the hearing, and a copy of the decision, will be furnished the employee affected and his duly-accredited representative.

(e) If the decision rendered is in favor of the employee, his record shall be cleared of the charge, and if suspended or dismissed, he will be reinstated to his former position with seniority unimpaired and shall be compensated in the amount he would have earned had he continued in the service, less the amount earned in other employment.

(f) If the decision is not satisfactory, the employee shall have the right of appeal in the usual manner up to and including the highest official designated by the Carrier to whom appeals may be made as provided in Rule 33. If the charge against the employee is sustained and he is dismissed and later reinstated, the manner of his exercising his seniority will be subject to agreement between the General Chairman and the Carrier.

(g) At the hearing, the handling of the case must be by the employee affected or by one or more duly-accredited representatives, only one of which may question any particular witness.

(h) The time-limit provisions specified in this Rule may be extended by agreement between the parties handling the discipline case.

(i) Prior to the assertion of grievances or during the appeal as herein provided, there will neither be a shut down by the Carrier nor a suspension of work by the employees.

**RULE 33. TIME LIMIT ON CLAIMS AND GRIEVANCES.** (a) All claims or grievances must be presented in writing by or on behalf of the employee involved, to the officer of the Carrier authorized to receive same, within sixty (60) days from the date of the occurrence on which the claim or grievance is based. Should any such claim or grievance be disallowed, the Carrier shall, within sixty (60) days from the date same is filed, notify whoever filed the claim or grievance (the employee or his representative) in writing of the reasons for such disallowance. If not so notified, the claim or grievance shall be allowed as presented, but this shall not be considered as a precedent or waiver of the contentions of the Carrier as to other similar claims or grievances.

(b) If a disallowed claim or grievance is to be appealed, such appeal must be in writing and must be taken with sixty (60) days from receipt of the notice of disallowance, and the representative of the Carrier shall be notified in writing within that time of the rejection of his decision. Failing to comply with this provision, the matter shall be considered closed, but this shall not be considered as a precedent or waiver of the contentions of the employees as to other similar claims or grievances. It is understood, however, that the parties may, by agreement, at any stage of the handling of a claim or grievance on the property, extend the sixty (60) day period for either a decision or appeal, up to and including the highest officer of the Carrier designated for that purpose.

(c) The requirements outlined in paragraphs (a) and (b), above, pertaining to appeal by the employee and decision by the Carrier, shall govern in appeals taken to each succeeding officer, except in cases of appeal from the decision of the highest officer designated by the Carrier to handle such disputes. All claims or grievances involved in a decision by the highest designated officer shall be barred unless within nine (9) months from the date of said officer's decision proceedings are instituted by the employee or his duly authorized representative before the

appropriate division of the National Railroad Adjustment Board or a system, group, or regional board of adjustment that has been agreed to by the parties hereto as provided in Section 3 Second of the Railway Labor Act. It is understood, however, that the parties may by agreement in any particular case extend the nine (9) months period referred to herein.

(d) A claim may be filed at any time for an alleged continuing violation of this Agreement and the 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 or 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 it represents.

(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 Carrier.

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

**RULE 34. WATER AND ICE.** Employees will be furnished an adequate supply of ice and potable water for use during working hours.

**RULE 35. TOOLS AND SAFETY ITEMS.** (a) The Carrier will furnish the employees such general tools as are necessary to perform their work. Employees furnished tools by the Carrier shall be responsible for their care, maintenance, and safe operation.

(b) Employees will be furnished any safety items required by the Carrier, including clothing necessary for the safe and proper performance of work.

**RULE 36. HOLIDAYS - VACATIONS.** Employees subject to this Agreement are covered by:

- (1) The Holiday provisions of the National Agreement of August 21, 1954, as amended, a synthesis of which is reproduced as Appendix B.
- (2) The National Vacation Agreement of December 17, 1941, as amended, a synthesis of which is reproduced as Appendix C.

**RULE 37. BEREAVEMENT LEAVE.** (a) Bereavement leave not in excess of three (3) consecutive calendar days following the date of the death will be allowed in case of the death of an employee's brother, sister, parent, child, spouse, spouse's parent, stepchild, stepparent, stepparent-in-law, grandparent or grandchild. 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.

(b) This Rule is applicable through the legal adoption process in the case of a death involving a stepbrother, stepsister, stepparents or stepchildren.

(c) It shall be the employee's decision to determine when to take bereavement leave, subject to the following:

(i) Days taken must include the date of death, if same occurred prior to the employee's work time, and/or the date of the funeral service.

(ii) A maximum of three (3) days is allowed for each separate death; however, there shall be no pyramiding when a second death occurs within the three day period covered by the first death.

(d) A day on which bereavement pay is allowed will be considered the same as a day of vacation non-availability for holiday pay qualifying purposes.

(e) Any restriction against blanking jobs or realigning forces will not be applicable when an employee is absent on bereavement leave.

### INTERPRETATIONS

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 calendar days allowance pertain to each separate instance, or do the three 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 workweek of Monday to Friday with 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 from 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 days 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 due to 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?

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

**RULE 38(A). PERSONAL LEAVE.** (a) Employees who have met the qualifying vacation requirements during the preceding calendar year under vacation rules in effect on January 1, 1982 shall be entitled to four (4) personal leave days for use during each calendar year.

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

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

(d) The Carrier shall have the option to fill or not fill the position of an employee who is absent on a personal leave day. If the vacant position is filled, the rules of the Agreement applicable thereto will apply. The Carrier will have the right to distribute work on a position vacated among other employees covered by the Agreement.

(e) Any personal leave days as provided for herein which remain unused at the end of each calendar year will be placed into a supplemental "Sick Leave Reserve Account" as set forth under Rule 38(B).

**RULE 38(B). SICK LEAVE.** (a)(i) An employee who retains seniority for a period of one or more years will be provided supplemental sickness benefits of three (3) sick benefit days each calendar year beginning the following January 1st. Such supplemental sickness benefits will be paid on a daily basis to an eligible employee who is absent from work due to a bona fide case of sickness. This daily benefit amount will be paid at the regular rate of the employee's position, or the protected rate, whichever is higher.

(ii) Where employees are regularly required to work their eight (8) hour assignments on their rest days and/or holidays, when they are absent due to sickness on such days, the designated holidays and assigned rest days will be considered as working days for the purpose of applying this Rule; however, the absent employee will be allowed supplemental benefits based only on the straight time rate for the time lost on such days.

(b) (i) The sick benefit days provided in paragraph (a), above, which remain unused at the end of each calendar year shall be placed into a supplemental "Sick Leave Reserve Account."

(ii) The first thirty (30) days placed into the supplemental Sick Leave Reserve Account shall be used solely as a means to supplement benefits payable under the sickness benefit provisions of the Railroad Unemployment Insurance Act, as now or hereafter amended, only to the extent provided in this Rule and not to replace or duplicate benefits provided under the Act.

(iii) Upon notice from the U.S. Railroad Retirement Board to the Carrier that an employee has filed an eligible claim under the sickness benefit provisions of the Railroad Unemployment Insurance Act, the Carrier shall allow the employee to utilize any sick benefit days that have been accumulated in their Sick Leave Reserve Account for purposes of providing supplemental sickness benefits to supplement benefits payable for days of sickness under the Railroad Unemployment Insurance Act, or for days in the waiting period, or for days after an otherwise eligible employee has exhausted his or her Railroad Unemployment Insurance Act benefits and benefits payable under Provident's Group Policy for Maintenance of Way employees.

**NOTE:** The Supplemental Sickness benefit may also be used by an employee who does not have qualifying compensation under RUIA to be eligible for RUIA benefits.

(iv) The supplemental benefit payment for any calendar day under this plan shall not exceed the straight-time daily rate of the employee's position, or the protected rate, whichever is higher, and is to be reduced by the amount of RUIA benefits and by Provident benefits, if any, payable for the same day.

(v) Any additional days placed into the supplemental Sick Leave Reserve Account over and above the first thirty (30) days as set forth in subparagraph (ii), above, may also be used to supplement benefits payable under the sickness benefit provisions of the Railroad Unemployment Insurance Act. In addition, with respect to days thirty-one (31) through ninety (90) that are placed into the supplemental Sick Leave Reserve Account, the following options shall apply:

- (1) The employee can leave the accumulated days in excess of thirty (30) in his or her Reserve Account, and upon permanent separation from the Carrier, the employee will receive a cash payment equal to thirty (30) percent of the accumulated excess days. The straight time rate of pay of the regularly assigned position held at the time of separation shall be used in calculating the amount due under this paragraph.

**EXAMPLE:** An employee has a total of ninety (90) days in the Reserve Account upon permanent separation from the Carrier. The employee would receive 30% of 60 days (the excess number of days over 30) which is equal to the cash equivalent of 18 days' pay.

OR

- (2) The employee can receive a cash payment equal to twenty-five (25) percent of the unused days remaining at the end of the calendar year from that year's annual allotment of four (4) personal days and three (3) sick leave days. The straight time rate of pay of the regularly assigned position held at the time shall be used in calculating the amount due under this paragraph.

**EXAMPLE:** An employee ends the year with four unused days from the year's annual allotment of paid personal and/or sick days. The employee would receive 25% of four days which is equal to the cash equivalent of one day's pay.

(vi) After accumulating more than ninety (90) days in the supplemental Sick Leave Reserve Account, the same conditions as set forth in subparagraph (v), above, shall apply, except that the cash payment received upon permanent separation from the Carrier shall be equal to fifty (50) percent of the accumulated excess days.

**EXAMPLE:** An employee has a total of 110 days in the Reserve Account upon permanent separation from the Carrier. The employee would receive 50% of 80 days (the excess number of days over 30) which is equal to the cash equivalent of 40 days' pay.

**NOTE:** Permanent separation, as referred to in this paragraph (b), shall be defined as retirement pursuant to the provisions of the Railroad Retirement Act, voluntary resignation from the Carrier, and death. Dismissal for cause and transfer or promotion to another position at the Carrier would not be included. In this latter case of transfer or promotion, however, the employee would retain whatever days he or she has in their Reserve Account provided the employee maintains a seniority relationship with the Organization signatory hereto. Such retained accumulated days would then be "cashed-out" upon the employee's permanent separation from the Carrier (i.e., death, retirement pursuant to the Railroad Retirement Act, or a totally voluntary resignation from the Carrier). Otherwise, any accumulated days in the Reserve Account shall be "lost" upon the employee forfeiting or severing his seniority relationship with the Organization.

(c) (i) Additional sick benefit days may be earned and placed into the Sick Leave Reserve Account at the rate of one (1) day per each six (6) months of perfect work attendance, which is defined as having no absences during the period except as otherwise provided under applicable vacation, holiday, personal leave, or other authorized paid non-sick leave provisions. In either of the six (6) month periods, January 1 to June 30 or July 1 to December 31, where the employee utilizes a sick benefit day or has any unpaid or unauthorized absence, no incentive sick benefit day will be earned for the period.

(ii) For seasonal employees, or employees who become furloughed, an additional sick benefit day may be earned and placed into the Sick Leave Reserve Account at the rate of one (1) day per year, provided the employee completes six (6) months of perfect work attendance after returning from furlough. Perfect attendance is defined as having no absences during the period except as otherwise provided under applicable vacation, holiday, personal leave, or other authorized paid non-sick leave provisions. In the six (6) month period where the employee utilizes a sick benefit day or has any unpaid or unauthorized absence, no incentive sick benefit day will be earned for that year.

**NOTE:** It is understood that authorized paid leave means leave taken under applicable jury duty, personal leave, vacation, bereavement, holiday, and other authorized paid non-sick leave provisions. Six hours of compensation on any regular assigned work day shall constitute a

work day and not detract from perfect attendance so long as the employee is authorized to work less than eight hours. Unauthorized incidents of lateness or unauthorized early quits will constitute absences which detract from a perfect attendance record. It is further understood that employees absent due to BMW authorized business shall not be denied the benefits of paragraph (c) nor will such absences detract from a perfect attendance record.

(d) It will be optional with the Carrier to fill, partially fill, or not fill the position of an employee who is absent on account of his personal sickness and is receiving an allowance under this Rule. If the Carrier elects to fill the position in its entirety, appropriate Rules of the Agreement will be followed. The use of other employees on duty and on other positions to perform the duties of the employee absent under this Rule is permissible.

(e) The sick benefit days as provided under this Rule will be used only for bona fide personal illness or injury and for no other purpose. Abuse or misuse of the benefits provided herein will be subject to investigation.

(f) No supplemental benefit will be paid under this Rule for any day on which the employee is entitled to compensation under any other rule or agreement.

**RULE 39. JURY DUTY.** When a regularly assigned employee is summoned for jury duty and is required to lose time from his assignment as a result thereof, he shall be paid for actual time lost with a maximum of a basic day's pay at the straight time rate of his position for each day lost less the amount allowed him for jury service for each such day, excepting allowances paid by the court for meals, lodging or transportation subject to the following qualification requirements and limitations:

- (1) An employee must furnish the Carrier with a statement from the court of jury allowances paid and the days on which jury duty was performed.
- (2) The number of days for which jury duty pay shall be paid is limited to a maximum of sixty (60) days in any calendar year.
- (3) No jury duty pay will be allowed for any day for which the employee is entitled to vacation or holiday pay.
- (4) When an employee is excused from railroad service on account of jury duty, the Carrier shall have the option of determining whether or not the employee's regular position shall be blanked, notwithstanding the provisions of any other rules.
- (5) Except as provided in item 6, an employee will not be required to work on his assignment on days on which jury duty either begins or ends during the hours of his assignment or within four (4) hours of the beginning or end of his assignment.
- (6) On any day that an employee is released from jury duty and four (4) or more hours of his work assignment remain, he will immediately inform his supervisor and report for work if advised to do so.

**RULE 40. HEALTH AND WELFARE.** (a) The Carrier agrees to provide covered employees and their dependents with health benefits in accordance with the terms and conditions of nationally negotiated plans, including but not limited to those under GA23000, GP12000, GA46000, Off-Track Vehicle Accident Plan, and National Vision Plan.

(b) Booklets made available to the Carrier describing the plans and benefits listed in paragraph (a), above, shall be furnished the affected employees by the Carrier upon request.

**RULE 41. FURNISHING SUBURBAN PASSENGER TRANSPORTATION.** Employees and the employee's representatives will be furnished free transportation over the lines of the Carrier as is consistent with the regulations of the Carrier.

**RULE 42. UNION SHOP-DUES DEDUCTION.** The provisions of the Union Shop Agreement and Dues Deduction and Addendum to Dues Deduction Agreements, reproduced in Appendix E, are applicable to employees covered by this Agreement.

**RULE 43. VOLUNTARY PAYROLL DEDUCTIONS.** The provisions of the Voluntary Payroll Deduction Agreement, reproduced in Appendix E, are applicable to employees covered by this Agreement.

**RULE 44. PRIOR CONSULTATION.** (a) In the event the Carrier decides to effect a material change in work methods involving the employees covered by these rules, the Carrier will notify the General Chairman thereof as far in advance of the effectuation of such change as is practicable and in any event not less than fifteen (15) days prior to such effectuation. If the General Chairman or his representative is available prior to the date set for effectuation of the change, the representative of the Carrier and the General Chairman or his representative shall meet for the purpose of discussing the manner in which and the extent to which employees represented by the Organization may be affected by such change, the application of existing rules such as seniority rules, placement and displacement rules, and other pertinent rules, with a view to avoiding grievances arising out of the terms of the Agreement and minimizing the adverse effects upon the employees involved.

(b) The Carrier and the General Chairman, or his representative, will meet informally in conference to discuss such suggestions as the General Chairman may have to minimize seasonal fluctuations in employment upon request at reasonable intervals.

(c) This Rule does not contain penalty provisions and it does not require that agreements must be reached given that the right of the Carrier to make changes in work methods or to continue existing practices subject to compliance with the Agreement is not questioned.

**RULE 45. EMPLOYEE PROTECTION.** Employees subject to this Agreement are subject to the provisions of the June 3, 1977 Regional Transportation Authority Protective Agreement and such employees continue to be covered by other agreements, arrangements, or conditions made pursuant thereto and the failure to specifically list same in this Rule does not in itself render same inapplicable.

**RULE 46. ACCREDITED REPRESENTATIVES.** Where the terms "representative", "representatives", or "duly-accredited representative" of the employees appear in this Agreement, it shall be understood to mean the General Chairman of the Brotherhood of Maintenance of Way Employes, or his designated representative.



**RULE 47. PRINTING OF AGREEMENT.** This Agreement shall be printed by the Carrier and any affected employee who has sixty (60) or more calendar days of service shall be provided with a copy upon written request.

**RULE 48. NON-DISCRIMINATION.** (a) The provisions of this Agreement shall be applied to all employees covered by said Agreement without regard to race, creed, color, age, sex, national origin or physical handicap, except in those cases where a bona fide occupational qualification exists.

(b) In the application of paragraph (a), above, the parties acknowledge that each is subject to the Americans with Disabilities Act (ADA).

(c) The masculine terminology included herein is for the purpose of convenience only and does not designate gender preference.

**RULE 49. DATE EFFECTIVE AND CHANGES.** (a) This Agreement, together with its Appendices, shall comprise the collective bargaining Agreement between the Northeast Illinois Regional Commuter Railroad Corporation and its Maintenance of Way employees represented by the Brotherhood of Maintenance of Way Employees.

(b) This Agreement shall remain in effect through December 31, 2007 and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

(c) The parties to this Agreement shall neither serve nor progress prior to April 1, 2007 (not to become effective until January 1, 2008) any notice or proposal to amend or change any provision of this Agreement or its Appendices, or any matters not covered by this Agreement or its Appendices. This provision will not preclude the parties from agreeing upon any subject of mutual interest.

(d) It is also agreed that the parties will be governed by a savings clause; i.e., that all misprints, errors, or unintentional omissions will be governed by the original documents upon which this Agreement was reproduced.

{Signatures Omitted}

## APPENDIX A

### RATES OF PAY (As of July 1, 2004)

<u>Classification</u>	<u>Hourly Rate</u>
System General Foreman	\$23.64
B&B Foreman	\$23.47
B&B Assistant Foreman	\$22.13
B&B Mechanic	\$21.90
B&B Assistant Mechanic	\$21.73
Track Inspector	\$23.64
Track Foreman	\$23.47
Track Assistant Foreman	\$22.13
Track Clean-Up Foreman	\$23.05
Trackman	\$20.19
Track Rider	\$20.86
Welding Foreman	\$23.47
Welder	\$22.31
Assistant Welder	\$21.82
Water Service Foreman	\$23.73
Water Service Assistant Foreman	\$22.84
Water Service Mechanic	\$22.55
Water Service Assistant Mechanic	\$22.42
Leading Work Equipment Mechanic	\$26.09
Work Equipment Mechanic	\$24.03
Work Equipment Assistant Mechanic	\$22.55
Work Equipment Operator	
Group A, Rank 1, Class A	\$23.47
Group A, Rank 1, Class B	\$22.79
Group A, Rank 2, Class A	\$22.20

### DIFFERENTIALS

1. A Bridge and Building Mechanic when engaged in welding work in his classification shall receive twenty-five (25) cents per hour over his Mechanic's hourly rate.
2. A Bridge and Building Foreman, Assistant Foreman, Mechanic or Assistant Mechanic when assigned to Catenary Gangs shall receive forty (40) cents per hour over their respective hourly rate.

3. Employees assigned to work ten (10) hours per day, four days per week whose assigned workweek includes **Saturday and Sunday** shall be allowed a one (1) dollar per hour differential for all hours or portion of hours worked in addition to any other applicable differentials in effect.
4. Employees assigned to work ten (10) hours per day, four days per week, whose assigned workweek includes **Saturday or Sunday but not both** shall be allowed a fifty (50) cents per hour differential for all hours or portion of hours worked in addition to any other applicable differentials in effect.

## APPENDIX B

### MAINTENANCE OF WAY NON-OPERATING HOLIDAY PROVISIONS

The following represents a synthesis of the present holiday provisions of the National Agreement applicable to non-operating crafts, as amended. The synthesis reflects all prior revisions and modifications and is intended to summarize current provisions as of May 1, 2004.

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

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**Section 1.** Subject to the qualifying requirements as set forth below, each hourly and daily rated employee shall receive eight hours pay at the pro rata hourly rate for each holiday enumerated below:

New Year's Day	Labor Day
Martin Luther King Day*	Thanksgiving Day
Presidents' Day	Day After Thanksgiving
Good Friday	Christmas Eve
Memorial Day	Christmas Day
Fourth of July	New Year's Eve

\*Not based on National Agreement. Added per local agreement dated December 15, 1993

**Section 2.** (a) For regularly assigned employees, holiday pay shall be at the pro rata rate of the position to which assigned.

(b) For other than regularly assigned employees, if the holiday falls on a day on which 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.

(c) Subject to the applicable qualifying requirements as set forth below, other than regularly assigned employees shall be eligible for the paid holidays or pay in lieu thereof provided for in paragraph (b), above, provided (1) compensation for service paid him by the Carrier is credited to 11 or more of the 30 calendar days immediately preceding the holiday and (2) he has had a seniority date for at least 60 calendar days or has 60 calendar days of continuous active service preceding the holiday beginning with the first day of compensated service, provided employment was not terminated prior to the holiday by resignation, for cause, retirement, death, non-compliance with a union shop agreement, or disapproval of application for employment.

**Section 3.** (a) A regularly assigned employee shall qualify for the holiday pay provided in Section 1, above, 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 for herein, all others for whom holiday pay is provided in Section 1, above, 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 herein 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 for service, pursuant to the rules of the applicable agreement.

(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 being relieved.

(d) Compensation paid under sick leave rules will not be considered as compensation for purposes of this rule.

(e) 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.

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.

(f) The holiday pay qualifications for Christmas Eve and Christmas Day, as set forth above, shall also be applicable to the Thanksgiving Day, Day After Thanksgiving, New Year's Eve, and New Year's Day holidays.

**Section 4.** 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.

**Section 5.** When any of the recognized holidays enumerated in Section 1, 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 herein 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 C

### NATIONAL NON-OPERATING VACATION PROVISIONS

The following represents a synthesis of the present vacation provisions of the National Agreement applicable to non-operating crafts, as amended. The synthesis reflects all prior revisions and modifications and is intended to summarize current provisions as of May 1, 2004.

This Appendix 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 original source vacation agreement shall govern.

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**Section 1.** (a) An annual vacation of five (5) consecutive workdays with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred twenty (120) days during the preceding calendar year.

(b) An annual vacation of ten (10) consecutive workdays with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred ten (110) days during the preceding calendar year and who has two (2) or more years of continuous service and who, during such period of continuous service, renders compensated service on not less than one hundred ten (110) days in each of two (2) of such years, not necessarily consecutive.

(c) An annual vacation of fifteen (15) consecutive workdays with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has eight (8) or more years of continuous service and who, during such period of continuous service, renders compensated service on not less than one hundred (100) days in each of eight (8) of such years, not necessarily consecutive.

(d) An annual vacation of twenty (20) consecutive workdays with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has seventeen (17) or more years of continuous service and who, during such period of continuous service, renders compensated service on not less than one hundred (100) days in each of seventeen (17) of such years, not necessarily consecutive.

(e) An annual vacation of twenty-five (25) consecutive workdays with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has twenty-five (25) or more years of continuous service and who, during such period of continuous service, renders compensated service on not less than one hundred (100) days in each of twenty-five (25) of such years, not necessarily consecutive.

(f) Paragraphs (a), (b), (c), (d) and (e), above, 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 the Carrier and one or more of the other Organizations representing non-operating employees 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 an employee who has become a member of the Armed Forces of the United States returns to the service of the Carrier in accordance with the Military Selective Service Act of 1967, as amended, the time spent by such employee in the Armed Forces subsequent to his employment by the Carrier will be credited as qualifying service in determining the length of vacations for which he may qualify upon his return to the service of the 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 Carrier in accordance with the Military Selective Service Act of 1967, as amended, and in the calendar year preceding his return to Carrier service had rendered compensated service on fewer days than are required to qualify for a vacation in the calendar year of his return to Carrier service, but could qualify for a vacation in the year of his return to Carrier service if he had combined for qualifying purposes days on which he was in Carrier 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 Carrier service, a vacation of such length as he could so qualify for under paragraphs (a), (b), (c), (d), or (e) and (i), above.

(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 Carrier in accordance with the Military Selective Service Act of 1967, as amended, and in the calendar year of his return to Carrier service renders compensated service on fewer days than are required to qualify for a vacation in the following calendar year, but could qualify for a vacation in such following calendar year if he had combined for qualifying purposes days on which he was in Carrier 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), above.

(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 duly designated representative.

**Section 2.** The terms of this agreement shall not be construed to deprive any employee of such additional vacation days as he may be entitled to receive under any existing rule, understanding,

or custom, which additional vacation days shall be accorded under and in accordance with the terms of such existing rule, understanding, or custom.

An employee's vacation period will not be extended by reason of any of the recognized holidays as set forth under the General Agreement between the parties falling within his vacation period.

**Section 3.** (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 signatory hereto and the representatives of the Carrier will cooperate in assigning vacation dates.

(b) The Carrier 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 affected signatory hereto and the proper representative of the Carrier will cooperate in the assignment of remaining forces.

**Section 4.** 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 Carrier shall have the right to defer same provided the employee so affected is given as much advance notice as possible; not less than ten (10) days notice shall be given except when emergency conditions prevent. If it becomes necessary to advance the designated date, at least thirty (30) days notice will be given the 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 employee shall be paid the time and one-half rate for work performed during his vacation period, in addition to his regular vacation pay.

**Section 5.** The Carrier will provide vacation relief workers, however, the vacation system shall not be used as a device to make unnecessary jobs for other workers. Where a vacation relief worker is not needed in a given instance, and if failure to provide a vacation relief worker does not burden those employees remaining on the job or burden the employee after his return from vacation, the Carrier shall not be required to provide such relief worker.

**Section 6.** 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 service 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 paragraph (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 period preceding the vacation during which he performed service.

**Section 7.** The vacation provided for in this Agreement shall be considered to have been earned when the employee has qualified under Section 1, above. 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 Section 1. If an employee thus entitled to vacation or vacation pay should 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.

**Section 8.** Vacations shall not be accumulated or carried over from one vacation year to another.

**Section 9.** (a) An employee designated to fill an assignment of another employee on vacation will be paid the rate of such assignment or the rate of his own assignment, whichever is the greater, provided that if the assignment is filled by a regularly assigned vacation relief employee, such employee shall receive the rate of the relief position. If an employee receiving graded rates based upon length of service and experience is designated to fill an assignment of another employee in the same occupational classification receiving such graded rates who is on vacation, the rate of the relieving employee will be paid.

(b) Where work of vacationing employees is distributed among two or more employees, such employees will be paid their own respective rates. However, not more than the equivalent of twenty-five (25) percent of the work load of a given vacationing employee can be distributed among fellow employees without the hiring of a relief worker unless a larger distribution of the work load is agreed to by the proper local union committee or designated representative.

(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.

**Section 10.** 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 Carrier consents thereto.

**Section 11.** (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 therefor under the provision hereof. However, if a relief worker necessarily is put to substantial extra expense over and above that which the regular

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

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

**Section 12.** The parties hereto agree that the duly authorized representatives of the employees 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.

**Section 13.** Any dispute or controversy arising out of the interpretation or application of any of the provisions of this agreement shall be subject to appropriate national handling consistent with the provisions of the Railway Labor Act, as amended.

**Section 14.** This agreement shall remain in effect until such time as it may be revised as a result of applicable national or local negotiations.

**SPLIT VACATION**

**AGREEMENT** between the Northeast Illinois Regional Commuter Railroad Corporation and the Brotherhood of Maintenance of Way Employees.

**IT IS AGREED:**

**Section 1.** 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 unless management in its discretion at the point of employment should otherwise permit.

**Section 2.** The following provision is for the purpose of providing a method under which a week of vacation may be split into days and does not constitute an amendment to the Vacation Agreement:

An employee who is eligible for more than one (1) week of vacation may elect at the time vacations are scheduled to split one (1) week of his 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.)

**Section 3.** Such vacations must be arranged with the employee's Supervisor at least two (2) work days in advance and scheduled consistent with the requirements of service; consideration to be given to emergencies. The Carrier shall have the right to defer such vacations for emergencies and other compelling circumstances. Vacations will be granted only when the vacancy, if to be filled, can be filled at the straight time rates and without any penalty to the Carrier.

**Section 4.** During the last week of October, the local management and local chairman will meet to set the dates of vacation for those who have not already taken all their split vacation days.

**Section 5.** 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, 1993 and continue in effect until cancelled or changed as provided for in Rule 49.

## APPENDIX D

### OFF TRACK VEHICLE ACCIDENT PLAN

Where employees sustain personal injuries or death under the conditions set forth in Section 1, below, the Carrier will provide and pay such employees, or their personal representative, the applicable amounts set forth in Section 2, below, subject to the provisions of other sections of this Appendix.

**Section 1. Covered Conditions.** This Appendix is intended to cover accidents involving employees covered by this agreement while such employees are riding in, boarding, or alighting from off-track vehicles authorized by the Carrier and are:

- (1) deadheading under orders, or
- (2) being transported at Carrier expense.

**Section 2. Payments to be Made.** In the event that any one of the losses enumerated in subsections (a), (b), and (c), below, results from an injury sustained directly from an accident covered in Section 1, above, and independently of all other causes and such loss occurs or commences within the time limits set forth in subsections (a), (b), and (c), below, the Carrier will provide, subject to the terms and conditions contained herein, and less any amounts payable under Group Policy GA-23000 or any other medical or insurance policy or plan paid for in its entirety by the Carrier, the following benefits:

(a) **Accidental Death or Dismemberment:** The Carrier will provide for loss of life or dismemberment occurring within 120 days after the date of an accident covered in Section 1, above:

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 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 section to any one employee, or his personal representative, as a result of any one accident.

(b) **Medical and Hospital Care:** The Carrier will provide payment for the actual expense of medical and hospital care commencing within 120 days after an accident covered under Section 1, above, of injuries incurred as a result of such accident, subject to a limitation of \$3,000 for any employee for any one accident, less any amounts payable under Group Policy GA-23000 or under any other medical or insurance policy or plan paid for in its entirety by the Carrier.

(c) **Time Loss:** The Carrier will provide an employee who is injured as a result of an accident covered under Section 1, above, 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 the provisions of the Railroad Unemployment Insurance Act.

(d) **Aggregate Limit:** The aggregate amount of payments to be made hereunder is limited to \$10,000,000 for any one (1) accident and the Carrier shall not be liable for any amount in excess of \$10,000,000 for any one (1) accident irrespective of the number of injuries or deaths which occur in or as a result of such accident. If the aggregate amount of payments otherwise payable hereunder exceeds the aggregate limit herein provided, the Carrier shall not be required to pay as respects each separate employee a greater proportion of such payments than the aggregate limit set forth herein bears to the aggregate amount of all such payments.

**Section 3. Payment in Case of Accidental Death.** Payment of the applicable amount for accidental death shall be made to the employee's personal representative for the benefit of the persons designated in, and according to the apportionment required by the Federal Employers' Liability Act (45 U.S.C. 51 et seq., as amended), or if no such person survives the employee, for the benefit of his estate.

**Section 4. Exclusions.** Benefits provided under Section 2, above, shall not be payable for or under any of the following conditions:

- (1) Intentionally self-inflicted injuries, suicide or any attempt thereat, while sane or insane;
- (2) Declared or undeclared war or any act thereof;
- (3) Illness, disease, or any bacterial infection other than bacterial infection occurring in consequence of an accidental cut or wound;
- (4) Accident occurring while the employee driver is under the influence of alcohol or drugs, or if an employee passenger who is under the influence of alcohol or drugs in any way contributes to the cause of the accident;
- (5) While an employee is a driver or an occupant of any conveyance engaged in any race or speed test;
- (6) While an employee is commuting to and/or from his residence or place of business.

**Section 5. Offset.** It is intended that this Appendix is to provide a guaranteed recovery by an employee, or his personal representative, under the circumstances described and that receipt of payment thereunder shall not bar the employee, or his personal representative, from pursuing any remedy under the Federal Employers' Liability Act or any other law, provided, however, that any amount received by such employee, or his personal representative, under this Appendix may be applied as an offset by the railroad against any recovery so obtained.

**Section 6. Subrogation.** The Carrier shall be subrogated to any right of recovery an employee, or his personal representative, may have against any party for loss to the extent that the Carrier has made payment pursuant to this Appendix.

The payments provided for above will be made, as above provided, for covered accidents on or after May 1, 1971.

It is understood that no benefits or payments will be due or payable to any employee, or his personal representative, unless such employee, or his personal representative, as the case may be, stipulates as follows:

"In consideration of the payment of any of the benefits provided in this Appendix,     (Employee or Personal Representative)     agrees to be governed by all the provisions said and set forth by this Appendix."

NOTE: Minor stylistic and format changes were made to this Appendix as part of the May 1, 2004 updating and reprinting of the General Rules Agreement.



## APPENDIX E

### PART 1

#### UNION SHOP AGREEMENT

**AGREEMENT** between the Northeast Illinois Regional Commuter Railroad Corporation and the Brotherhood of Maintenance of Way Employees.

#### **IT IS AGREED:**

**Section 1.** In accordance with and subject to the terms and conditions hereinafter set forth, all employees of the Carrier now or hereafter subject to the rules and working conditions agreements between the parties hereto, except as hereinafter provided, shall, as a condition of their continued employment subject to such agreements, become members of the organization party to this agreement representing their craft or class within sixty (60) calendar days of the date they first perform compensated service as such employees after the effective date of this agreement and thereafter shall maintain membership in such organization, except that such membership shall not be required of any individual until he has performed compensated service on thirty (30) days within a period of twelve (12) 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 (30) days or more, are (1) furloughed on account of force reduction, or (2) on leave of absence, or (3) absent on account of sickness or disability, will not be required to maintain membership as provided in Section 1, above, 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 (30) 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 (35) calendar days from the date of their return to such service.

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



(c) Employees who retain seniority under the Rules and Working Conditions agreements governing their class or craft and who, for reasons other than those specified in subsections (a) and (b), above, are not in service covered by such agreements, or leave such service, will not be required to maintain membership as provided in Section 1, above, 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 their return to such service, to become and remain members in the organization representing their class or craft.

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

**Section 4.** Nothing in this agreement shall require an employee to become or to remain a member of the organization if such membership is not available to such employee upon the same terms and conditions as are generally applicable to any other member, or if the membership of such employee is denied or terminated for any reason other than the failure of the employee to tender the periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership. For purposes of this agreement, dues, fees, and assessments shall be deemed to be "uniformly required" if they are required of all employees in the same status at the same time in the same organizational unit.

**Section 5.** (a) Each employee covered by the provisions of this agreement shall be considered by a Carrier to have met the requirements of the agreement unless and until such Carrier is advised to the contrary in writing by the organization. The organization will notify the Carrier in writing by Registered Mail, Return Receipt Requested, or by personal delivery evidenced by receipt, of any employee who it is alleged has failed to comply with the terms of this agreement and who the organization therefore claims is not entitled to continue in employment subject to the Rules and Working Conditions Agreement. The form of notice to be used shall be agreed upon by the individual railroad and the organizations involved and the form shall make provision for specifying the reasons for the allegation of non-compliance. Upon receipt of such notice, the Carrier will, within ten (10) calendar days of such receipt, so notify the employee concerned in writing by Registered Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. Copy of such notice to the employee shall be given the organization. An employee so notified who disputes the fact that he has failed to comply with the terms of this agreement, shall within a period of ten (10) 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 a hearing, which shall be held within ten (10) calendar days of the date of receipt of request therefor. Notice of the date set for the hearing shall be promptly given the employee in writing, by Registered Mail, Return Receipt Requested, or by personal delivery evidenced by receipt, with copy to the organization.

A representative of the organization shall attend and participate in the hearing. The receipt by the Carrier of a request for a hearing shall operate to stay action on the termination of employment until the hearing is held and the decision of the Carrier is rendered.

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

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

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

If the decision is not satisfactory to the employee, or to the organization, it may be appealed in writing, by Registered Mail, Return Receipt Requested, directly to the highest officer of the Carrier designated to handle appeals under this agreement. Such appeals must be received by such officer within ten (10) calendar days of the date of the decision appealed from and shall operate to stay action on the termination of seniority and employment until the decision on appeal is rendered. The Carrier shall promptly notify the other party in writing of such appeal, by Registered Mail, Return Receipt Requested. The decision on such appeal shall be rendered within twenty (20) calendar days of the date the notice of appeal is received and the employee and the organization shall be promptly advised thereof in writing by Registered 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 the Working Conditions Agreement shall be terminated within twenty (20) calendar days of the date of said decision unless selection of a neutral is requested, as provided below, or unless the Carrier and the organization agree otherwise in writing. The decision on appeal shall be final and binding unless within ten (10) 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 (10) calendar days from the date a decision is rendered by the neutral person.

(c) If within ten (10) calendar days after the date of the 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 (30) 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) The provisions of the investigation and discipline rules contained in the Rules and Working Conditions Agreement between the Carrier and the organization will not apply to cases arising under this agreement.

(f) The General Chairman of the organization shall notify the Carrier in writing of the titles and addresses 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 titles and addresses 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 (60) calendar days from the date of the last decision rendered under the provisions of Section 5, or ninety (90) calendar days from date of receipt of the 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 employee whose seniority and employment under the Rules and Working Conditions Agreement is terminated pursuant to the provisions of this agreement or whose employment is extended under Section 6, above, shall have no time or money claims by reason thereof.

If the final determination under Section 5, above, 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 sixty (60) or ninety (90) day periods specified in Section 6, above, or while such determination may be stayed by a court, or while a discharged employee may be restored to service pursuant to judicial determination. During such periods, no provision of any other agreement between the parties hereto shall be used as the basis for a grievance or time or money claim by or on behalf of any

employee against the Carrier predicated upon any action taken by the Carrier in applying or complying with this agreement or upon an alleged violation, misapplication or non-compliance with any provision of this agreement. If the final determination under Section 5, above, 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 case such Carrier acts in collusion with any employee, provided further that the aforementioned liability shall not extend to the expense to the Carrier in defending suits by employees whose seniority and employment are terminated by the Carrier under the provisions of this agreement.

**Section 9.** 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 section 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.

Signed at Chicago, Illinois, this 12th day of April, 1984.

**FOR BROTHERHOOD OF MAINTENANCE  
OF WAY EMPLOYES:**

        /s/ Ronnie L. Loch                                  
General Chairman

        /s/ David A. Leis                                  
General Chairman

**FOR NORTHEAST ILLINOIS REGIONAL  
COMMUTER RAILROAD CORPORATION:**

        /s/ Arthur D. Dula                                  
Director, Labor Relations

NOTE: Minor stylistic and format changes were made to this Appendix as part of the May 1, 2004 updating and reprinting of the General Rules Agreement.



## APPENDIX E

### PART 2

#### UNION DUES DEDUCTION AGREEMENT

**AGREEMENT** between the Northeast Illinois Regional Commuter Railroad Corporation and the Brotherhood of Maintenance of Way Employees.

#### **IT IS AGREED:**

**Section 1.** (a) Subject to terms and conditions hereinafter set forth, the Carrier will, without cost to the Organization or the employees affected, deduct from the wages of said employees the membership dues, initiation fees, and assessments (excluding fines and penalties) which are uniformly required as a condition of the employees acquiring and/or retaining membership in the Organization upon their written authorization in the form agreed upon by the parties hereto, copy of which is attached hereto and designated as "Attachment A".

(b) The Organization shall assume full responsibility for the execution of said forms by employees and delivery of said forms to the officer designated by the Carrier. The Carrier shall have the right to have Attachment A amended or changed if it becomes necessary to do so in order to carry out the terms and conditions of this agreement or to express the intention of the parties in a more effective manner.

(c) The requirements of this Agreement shall not be effective with respect to any individual employee until the Carrier has been furnished with a proper 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 on the form attached hereto and identified as "Attachment B", or upon the termination of the union shop agreement or of this Agreement.

(d) The Organization will furnish Attachments A and B at no cost to the Carrier.

(e) The General Chairman shall promptly notify, in writing, the Officer or Officers designated by the Carrier of any special assessments or changes in amounts of fees or dues; however, the dues deduction amounts may not be changed more often than once every three months.

**Section 2.** The General Chairman shall furnish to the Carrier an initial statement (copy of which is attached hereto and designated as "Attachment C") by lodges, in alphabetical order, certified by him, showing deductions to be made from each such member, together with individual authorization forms to cover such deductions, not later than the last day of the month in which the deductions become effective. Subsequent monthly deductions will be based on the initial statement, plus a monthly statement (also using "Attachment C"), showing additions and/or deletions or adjustments, furnished in the same manner as the initial statement required hereby. (Currently effective lists and assignment forms need not be resubmitted.)

**Section 3.** Said deductions made in accordance with the provisions hereof shall be remitted by check to the officer of the Organization as may be designated by the General Chairman by the 20th day of the month following the month in which deductions are made, accompanied by an alphabetical deductions list (in triplicate) for each local lodge each month. Such list will include the

employee's name, social security number, the amount of deductions from the pay of each employee and the total amount of money deducted for each lodge. Said deductions will be made only from wages earned in the second payroll period of each month, which will be for dues of the member for the following month. If earnings of the employees are insufficient in the second payroll period to permit the full amount of the Organization's deduction, no deduction will be made for that month.

**Section 4.** The following payroll deductions as a minimum will have priority over the Organization deductions as covered by this 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.**

**Section 5.** The responsibility of the Carrier under this Agreement shall be limited to the amount actually deducted from wages of employees pursuant to this agreement and the Carrier shall not be responsible financially or otherwise for failure to make deductions or for improper or inaccurate deductions. Any questions arising as to the correctness of the amount deducted shall be handled between the employee involved and the Organization.

**Section 6.** In the event of any change in the representation of employees now represented by the Organization, this Agreement shall be automatically terminated as of the date official notification is received from the National Mediation Board of such change in representation.

**Section 7.** No part of this Agreement shall be used in any manner whatsoever, either directly or indirectly, as a basis for a grievance or time claim by or on behalf of any employee predicated upon any alleged violation of, or misapplication or non-compliance with, any part of this Agreement.

**Section 8.** The Organization shall indemnify, defend, and save harmless the Carrier from any and all claims, demands, liability losses or damage resulting from the entering into or complying with the provisions of this Agreement.

**Section 9.** The Carrier shall furnish the General Chairman in writing the name, address, work location and social security number of newly hired employees who are employed in the Maintenance of Way Department.

NOTE: Minor stylistic and format changes were made to this Appendix as part of the May 1, 2004 updating and reprinting of the General Rules Agreement.

**WAGE DEDUCTION AUTHORIZATION**

Manager of Accounting  
Northeast Illinois Regional  
Commuter Railroad Corporation  
547 West Jackson Blvd.  
Chicago, Illinois 60661

I hereby assign to the Brotherhood of Maintenance of Way Employees that part of my wages necessary to pay my monthly union dues, initiation fees, and assessments (not including fines and penalties), as provided for in the Dues Deduction Agreement entered into between the Northeast Illinois Regional Commuter Railroad Corporation and the Brotherhood of Maintenance of Way Employees, effective April 16, 1984, and I hereby authorize the Northeast Illinois Regional Commuter Railroad Corporation to deduct and withhold from my wages all such sums and remit them to the Grand Lodge Officer of the Brotherhood in accordance with said Dues Deduction Agreement. This authorization may be revoked in writing by the undersigned at any time after one year from the date of its execution, or upon the termination of the said Dues Deduction Agreement, or upon the termination of the Rules and Working Conditions Agreement between the Northeast Illinois Regional Commuter Railroad Corporation and Brotherhood of Maintenance of Way Employees, whichever occurs sooner.

My name is (print) \_\_\_\_\_  
(First Name) (Middle) (Last)

My S.S.A. Number is \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_. My Payroll Number is \_\_\_\_\_.

Mailing Address \_\_\_\_\_

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

\_\_\_\_\_  
(Department)

\_\_\_\_\_  
(Position) (Work Location)

Date \_\_\_\_\_ Lodge No. \_\_\_\_\_

**RETURN THIS AUTHORIZATION TO YOUR GENERAL CHAIRMAN.**



**WAGE DEDUCTION REVOCATION**

Manager of Accounting  
Northeast Illinois Regional  
Commuter Railroad Corporation  
547 West Jackson Blvd.  
Chicago, Illinois 60661

Effective \_\_\_\_\_, I hereby revoke the wage deduction authorization now in effect assigning to the Brotherhood of Maintenance of Way Employes that part of my wages necessary to pay my monthly dues, initiation fees, and assessments now being withheld pursuant to the Dues Deduction Agreement, effective April 16, 1984, between the Northeast Illinois Regional Commuter Railroad Corporation and the Brotherhood of Maintenance of Way Employes and I hereby cancel the authorization now in effect authorizing the Northeast Illinois Regional Commuter Railroad Corporation to deduct and withhold such monthly dues, initiation fees, and assessments from my wages.

My name is (print) \_\_\_\_\_  
(First Name) (Middle) (Last)

My S.S.A. Number is \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_. My Payroll Number is \_\_\_\_\_.

Mailing Address \_\_\_\_\_

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

\_\_\_\_\_  
(Department)

\_\_\_\_\_  
(Position) (Work Location)

Date \_\_\_\_\_ Lodge No. \_\_\_\_\_

**RETURN THIS REVOCATION TO YOUR GENERAL CHAIRMAN.**

NORTHEAST ILLINOIS REGIONAL  
COMMUTER RAILROAD CORPORATION

The following additions and deletions are to be effective with the deductions to be made from the 2nd period of (month) \_\_\_\_\_, 20 \_\_\_\_ wages.

Lodge No.	Soc. Sec. No.	Name: _____			Ded. Amount Add/ Delete	Adj. Amt.
		Last	First	M.I.		

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**INSTRUCTIONS**

1. Enter the lodge number in the space provided.
2. Enter the month in which the deductions are to be effective.
3. New Deduction - Enter in columns provided the employee number, name, and amount to be deducted. The amount to be deducted must be shown in the "Amount" column under "Add." Each new authorization must be accompanied by a properly executed "Dues Deduction Authorization."
4. Cancellation of Deductions - Enter all information as for new deductions except that the amount of deduction to be cancelled must be shown in the "Amount" column under "Delete."
5. Adjustment of Deductions - Enter in columns provided the lodge number, employee number and name. In the "Adj. Amt." column, enter the amount to be adjusted. This amount shown for the quarter indicated will be handled as a one-time deduction and will be deducted in addition to the current quarterly dues deduction previously authorized.



## APPENDIX E

### PART 3

#### VOLUNTARY POLITICAL CONTRIBUTIONS

**AGREEMENT** between the Northeast Illinois Regional Commuter Railroad Corporation and the Brotherhood of Maintenance of Way Employees.

#### **IT IS AGREED:**

**Section 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 and designated as "Attachment A" and made a part hereof.

(b) Voluntary political contributions will be made monthly from the compensation of employees who have executed a written authorization providing for such deductions. The first such deduction will be made in the month following the month in which the authorization is received. Such authorization will remain in effect thereafter until cancelled by the employee upon written notice to the Organization and the Carrier by Registered or Certified Mail on or before the last day of the month in which such deductions are to be taken. 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.

**Section 2.** The General Chairman or his designated representative shall furnish the Carrier, with copy to appropriate units of the Organization, an initial statement 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 amount will commence in the month immediately following. Subsequent monthly deductions will be based on the initial statement plus a monthly statement showing additions and/or deletions furnished in the same manner as the initial statement required hereinabove.

**Section 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. No deduction shall be made in any month that the amount of the deduction is not fully covered by an equal amount due the employee in net compensation. Only one monthly contribution shall be deducted in any given month. Deductions will only be made in whole dollar increments.

**Section 4.** Concurrent with making remittance to the Organization of monthly membership dues, the Carrier will make separate remittance of the voluntary political contributions to the Treasurer, Maintenance of Way Political League, together with a list prepared in accordance with the requirements of the Dues Deduction Agreement pertaining to the remittance of monthly membership dues, with a copy to the General Chairman.

**Section 5.** The requirements of this Agreement shall not be effective with respect to any individual employee until the Carrier has been furnished with a written authorization of assignment of wages of such monthly voluntary political contribution.

NOTE: Minor stylistic and format changes were made to this Appendix as part of the May 1, 2004 updating and reprinting of the General Rules Agreement.

**INDIVIDUAL AUTHORIZATION FORM**

**Voluntary Payroll Deductions**

To: Northeast Illinois Regional  
Commuter Railroad Corporation

\_\_\_\_\_  
Department

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

I hereby authorize and direct my employer, Northeast Illinois Regional Commuter Railroad Corporation, to deduct from my pay the sum of \$\_\_\_\_\_ for each month in which compensation is due me and to forward the amount to the Treasurer, Maintenance of Way 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, and further, 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 I may revoke this authorization at any time by giving the Carrier and the Organization advance written notice before the last day of the month in which such deductions are to be taken.

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

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Identification Number

\_\_\_\_\_  
Social Security No.

\_\_\_\_\_  
Local Lodge Number

## APPENDIX E

### PART 4

#### SENIORITY RETENTION

**AGREEMENT** between the Northeast Illinois Regional Commuter Railroad Corporation and the Brotherhood of Maintenance of Way Employees.

#### **IT IS AGREED:**

**Section 1. Promoted Employees.** (a) Effective December 16, 1986, all employees promoted subsequent thereto to official, supervisory, or excepted positions from crafts or classes represented by the Organization shall be required to pay an appropriate monthly fee, not to exceed monthly union dues, in order to retain and continue to accumulate seniority. A supervisor whose payments are delinquent shall be given a written notice by the appropriate General Chairman of the amount owed and ninety (90) days from the date of such notice in which to cure the delinquency in order to avoid seniority forfeiture.

(b) Employees promoted prior to December 16, 1986, to official, supervisory, or excepted positions from crafts or classes represented by the Organization shall retain their current seniority but shall be required to pay an appropriate monthly fee, not to exceed monthly union dues, in order to accumulate additional seniority.

**Section 2. Transfer to Another Craft.** (a) An employee covered by this Agreement who transfers to another craft or class may elect to retain and accumulate seniority within the craft or class represented by the Organization party to this Agreement for a period of ninety (90) days from the date of such transfer, or ninety (90) days from the date such transferred employee completes any required probationary or training period, whichever is greater, provided such transferred employee pays a monthly service fee equal to the currently applicable membership dues of the Organization. In the event such transferred employee elects not to pay the monthly fee to retain seniority, the duly authorized representative of the Organization party to this Agreement shall notify the Director, Labor Relations, with a copy to the employee involved. If within thirty (30) calendar days after receipt of such notification the employee has not paid the monthly fee to the Organization, the employee's seniority in the craft or class represented by the Organization party to this Agreement will be terminated and the employee's name removed from the seniority roster.

(b) A transferred employee retaining seniority pursuant to this Section 2, who (for reasons other than dismissal for cause) fails to successfully complete the required training or probationary period associated with the position to which transferred, or during such training or probationary period voluntarily elects to remove himself from such transferred position, shall when returning to work in the craft or class represented by the Organization party to this Agreement exercise seniority within seven (7) calendar days and shall be entitled to displace the junior employee on the seniority roster or bid on a bulletin vacancy on said roster.

NOTE: Minor stylistic and format changes were made to this Appendix as part of the May 1, 2004 updating and reprinting of the General Rules Agreement.



## APPENDIX F

### ROCK ISLAND AND MILWAUKEE TRANSITION AGREEMENT

**AGREEMENT** between the Northeast Illinois Regional Commuter Railroad Corporation and the Brotherhood of Maintenance of Way Employees.

#### **IT IS AGREED:**

**Section 1.** Effective April 16, 1984, all former Rock Island and Milwaukee Maintenance of Way Department employees (promoted or contract) who are in NIRC service on April 15, 1984 will be dovetailed into new rosters prepared in accordance with Rule 5, with an NIRC seniority date of April 16, 1984 and ranked on the new seniority rosters in the relative order of their former Rock Island or Milwaukee standing in the various groups and ranks, provided the last seniority rosters issued by NIRC indicate a date on or prior to October 1, 1982. Employees with dates after October 1, 1982 will be dovetailed on the basis of their date of entry into NIRC service and the date of subsequent promotions, if any.

Additionally, a separate statement for informational purposes will be prepared by NIRC from available records to reflect the date on which last continuous service was established either with the former Rock Island or former Milwaukee.

**Section 2.** In establishing such seniority rosters, all former Rock Island employees shall have the initials "RI" following their names and all former Milwaukee employees shall have the initials "MR" following their names on such seniority rosters.

**Section 3.** On and after April 16, 1984, new hires into the various classifications shall have their names placed on the bottom of the rosters with a seniority date established pursuant to Rule 5 of the April 16, 1984 General Agreement, but with no designation following their names.

**Section 4.** All employees having the initials "RI" following their names shall have prior rights to bid for and secure assignment to positions regularly established by the Carrier at locations on the former Rock Island territory, Chicago to Joliet. All employees having the initials "MR" following their names shall have prior right to bid for and secure assignment to positions regularly established by the Carrier at locations on the former Milwaukee territory, Chicago to Elgin and Chicago to Fox Lake.

**Section 5.** New positions or vacancies not filled by prior rights employees in accordance with Section 4, above, may be filled, consistent with general seniority rules, by "RI" employees bidding across the former Milwaukee territory, and vice versa, or by those employees who have no prior rights designation.

**Section 6.** All bulletins of new positions or vacancies shall state where the new position or vacancy exists. In the event a position is regularly established to work on both the former Milwaukee and Rock Island territories, the parties hereto shall meet to determine which, if any, employees shall be considered to have prior rights to secure assignment thereto.

**Section 7.** Employees having the initials "RI" following their names shall have no right to displace employees who have the initials "MR" following their names, and vice versa, who have obtained positions in the application of Section 4, above. Such employees shall have displacement rights over incumbents of positions obtained in the application of Section 5, above.



**Section 8.** This Memorandum of Agreement is not, and shall not be interpreted to be, any restriction on the Carrier from having any employees subject to this agreement, regardless of prior rights classification, from performing Maintenance of Way work throughout the suburban district consistent with rules in the April 16, 1984 General Agreement.

Signed at Chicago, Illinois, this 12th day of April, 1984.

**FOR BROTHERHOOD OF MAINTENANCE  
OF WAY EMPLOYEES:**

**FOR NORTHEAST ILLINOIS REGIONAL  
COMMUTER RAILROAD CORPORATION:**

          /s/ Ronnie L. Loch            
General Chairman

          /s/ Arthur D. Dula            
Director, Labor Relations

          /s/ David A. Leis            
General Chairman

NOTE: Minor style and format changes were made to this Appendix as part of the May 1, 2004 updating and reprinting of the General Rules Agreement.

## APPENDIX G

### RULE "G" BY-PASS AGREEMENT

**AGREEMENT** between the Northeast Illinois Regional Commuter Railroad Corporation and the Brotherhood of Maintenance of Way Employees.

The parties to this agreement recognize that the use of alcohol and/or drugs is a serious problem within the railroad industry. The NIRC and the Labor Organization, in an effort to help the apparent Rule "G" violator retain an employment relationship and seek rehabilitation, jointly consider a change in the Rule "G" policy desirable. The parties hereby agree to modify the respective applicable discipline rule or rules to the extent provided. The objective of this Agreement is to encourage mutual cooperation between labor and management in addressing alcohol and drug use problems in the railroad industry.

**Section 1.** If any Maintenance of Way employee believes that another Maintenance of Way employee may be in an unsafe condition, such employee will immediately contact a Carrier officer. If the Carrier officer, upon investigation, determines there is an apparent violation of Rule "G", the employee shall be removed from service.

**Section 2.** Once an employee has been relieved from service under Section 1, above, such employee must contact the Carrier's Employee Assistance Program Counselor within 72 hours of the removal from service. If the employee contacts the Employee Assistance Program Counselor and accepts counseling, he/she will be paid for the full tour of duty on the date removed from service.

**Section 3.** If the employee does comply with the requirements set forth in Section 2, above, and the Employee Assistance Program Counselor determines that the employee is not in need of counseling, the employee shall be returned to service promptly. There shall be no claim progressed for any time lost as a result of the removal from service other than as provided in Section 2, above.

**Section 4.** If the employee does comply with the requirements set forth in Section 2, above, and the Employee Assistance Program Counselor determines that the employee is in need of employee assistance, and the employee accepts same, the employee accepting assistance shall be returned to service upon a favorable recommendation from the Employee Assistance Program Counselor. There shall be no claim progressed for any time lost as a result of the removal from service other than as provided in Section 2, above.

**Section 5.** If the employee does not comply with the requirements set forth in Section 2, above, or does not accept counseling as provided in Section 4, above, he/she must lay off and, if so desired, may request a formal investigation. Such request must be made within five (5) working days of the day removed from service.

**Section 6.** The Employee Assistance Program Counselor's recommendation to return to service under Sections 3 and 4, above, shall be directed to the Department Manager, with copy to the General Chairman and Director of Labor Relations.

**Section 7.** The employee(s) who originated the action as provided in Section 1, above, will not be called as a Carrier witness(es) if a formal investigation is held.

**Section 8.** This Agreement shall apply once during an employee's service; thereafter, all regular rules and agreements shall apply.

**Section 9.** This Agreement is effective May 10, 1985 and may be terminated by either party upon service of five (5) days written notice upon the other party.

Signed at Chicago, Illinois, May 8, 1985.

**FOR BROTHERHOOD OF MAINTENANCE  
OF WAY EMPLOYEES:**

**FOR NORTHEAST ILLINOIS REGIONAL  
COMMUTER RAILROAD CORPORATION:**

\_\_\_\_\_/s/ Ronnie L. Loch  
General Chairman

\_\_\_\_\_/s/ James E. Cole  
Executive Director

\_\_\_\_\_/s/ David A. Leis  
General Chairman

\_\_\_\_\_/s/ Arthur D. Dula  
Director, Labor Relations

NOTE: Minor style and format changes were made to this Appendix as part of the May 1, 2004 updating and reprinting of the General Rules Agreement.

**RULE "G" BY-PASS**

**Date** \_\_\_\_\_

**Location** \_\_\_\_\_

**Mr./Ms.** \_\_\_\_\_ :

Because you have been formally charged with violation of Rule "G", in accordance with the provisions of the applicable Agreement concerning Rule "G" By-Pass you may now select one of the following options:

- ( ) I will contact the Employee Assistance Program Counselor at phone number (312) 726-8620 or 1-800-227-8620 within seventy-two (72) hours of being removed from service and agree to accept and comply with the Counselor's determination(s) of participation in counseling in order to seek his favorable recommendation for my return to service.
  
- ( ) I request formal investigation on the Rule "G" violation charge.

This form is being furnished to you in triplicate in order to permit you to return one copy to the undersigned as soon as possible, and should you desire, to furnish a copy to your union representative.

\_\_\_\_\_  
Supervisor

I have voluntarily selected the above-indicated option.

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_



## APPENDIX H

### PREVENTION PROGRAM COMPANION AGREEMENT

**AGREEMENT** between the Northeast Illinois Regional Commuter Railroad Corporation and the Brotherhood of Maintenance of Way Employees.

The parties to this agreement jointly recognize that safety is the paramount concern and, further, that an alcohol and drug-free environment is an essential element in maintaining a safe work place, agree to the following to ensure the most compliance with Rule "G":

**Section 1.** An employee who has been dismissed from service as a result of violating Rule "G" may elect to participate in the Rule "G" Rehabilitation/Education Program (Rule "G" R/E Program), provided:

- (a) The employee has had no Rule "G" offense on his or her record for at least ten (10) years; and
- (b) The employee has not participated in the Rule "G" R/E Program for at least ten (10) years; and
- (c) The incident giving rise to the dismissal did not involve significant rule violation other than Rule "G".

**Section 2.** Participation in the Rule "G" R/E Program shall continue for a period of 12 months unless the employee elects to withdraw from the Program or fails to follow the course of treatment established by the Employee Assistance Program (EAP) Counselor.

**Section 3.** A letter notifying the employee of the availability of the Rule "G" R/E Program and containing a request form to be completed by the employee shall be attached to the Notice of Dismissal.

**Section 4.** The employee may elect to participate in the Rule "G" R/E Program by completing and returning the request form to the Carrier Officer who signed the Notice of Dismissal within 72 hours of receipt of the Notice.

**Section 5.** The employee must contact the EAP Counselor within 72 hours of electing to participate in the Rule "G" R/E Program.

**Section 6.** After being contacted, the EAP Counselor shall evaluate the employee to determine whether or not the employee may safely be returned to service and the course of treatment which the employee should follow.

**Section 7.** If the evaluation indicates that the employee may safely be returned to service, he or she shall be returned to service on a probationary basis, with all seniority unimpaired. Following return to service, the employee must follow the course of treatment established by the EAP Counselor during the remainder of the Program.

**Section 8.** If the evaluation indicates that the employee may not safely be returned to service, he or she shall continue in the status of a dismissed employee until subsequent evaluation(s) indicate that it is safe to return the employee to service on a probationary basis. The employee must follow the course of treatment established by the EAP Counselor while out of service and after return to service during the remainder of the Program.

**Section 9.** If at any time during the 12-month period referred to in Section 2, above, the employee fails to follow the course of treatment established by the EAP Counselor, the Carrier shall remove the employee from the Program. If the employee has been returned to service, the Carrier shall, without the necessity of further disciplinary proceedings, also remove the employee from service and the employee shall revert to the status of a dismissed employee.

**Section 10.** An employee may withdraw from the Rule "G" R/E Program at any time by notifying, in writing, the EAP Counselor and the Carrier Officer who signed the Notice of Dismissal. If the employee has been returned to service, the Carrier shall, without the necessity of further disciplinary proceedings, remove the employee from service and the employee shall revert to the status of a dismissed employee.

**Section 11.** If the employee successfully completes the Rule "G" R/E Program, a notation to that effect shall be placed on the employee's Personnel Record and the employee's probationary status shall terminate and all seniority and other rights shall be restored.

**Section 12.** No claims shall be progressed by or on behalf of the employee based on time lost as a result of the incident leading to the employee's participation in the Rule "G" R/E Program.

**Section 13.** The Employee Assistance Program Counselor's recommendation to return to service under Section 7, above, shall be directed to the Carrier Officer who signed the Notice of Dismissal, with copy to the General Chairman and Director of Labor Relations.

**Section 14.** This Agreement is effective May 10, 1985 and may be terminated by either party upon service of five (5) days written notice upon the other party.

Signed at Chicago, Illinois, May 8, 1985.

**FOR BROTHERHOOD OF MAINTENANCE  
OF WAY EMPLOYEES:**

    /s/ Ronnie L. Loch      
General Chairman

    /s/ David A. Leis      
General Chairman

**FOR NORTHEAST ILLINOIS REGIONAL  
COMMUTER RAILROAD CORPORATION:**

    /s/ James E. Cole      
Executive Director

    /s/ Arthur D. Dula      
Director, Labor Relations

NOTE: Minor style and format changes were made to this Appendix as part of the May 1, 2004 updating and reprinting of the General Rules Agreement.

**ELECTION TO PARTICIPATE IN THE  
RULE G REHABILITATION/EDUCATION PROGRAM**

Mr./Ms. \_\_\_\_\_  
(Name of Officer Signing Notice of Dismissal)

I elect to participate in the Rule G Rehabilitation/Education Program. I understand my participation is governed by the May 8, 1985 Agreement establishing the Program. I further understand I must contact the Employee Assistance Program Counselor \_\_\_\_\_ (*Name of Counselor*) within 72 hours of this election to participate in the R/E Program.

\_\_\_\_\_  
(Name of Employee)

\_\_\_\_\_  
(Date and Time Signed)





**APPENDIX I**

**ILLINOIS CENTRAL TRANSITION AGREEMENT**

**AGREEMENT** between the Commuter Rail Division of the Regional Transportation Authority and the Brotherhood of Maintenance of Way Employees:

**IT IS AGREED:**

**Section 1.** Effective February 1, 1988, former Illinois Central Gulf Railroad employees represented by the Brotherhood of Maintenance of Way Employees employed on the Metra/Electric District will have their rates of pay, rules, and working conditions governed by the General Rules Agreement of April 16, 1984 (as amended) between the Northeast Illinois Regional Commuter Railroad Corporation and the Brotherhood of Maintenance of Way Employees. That Agreement will supersede all previous Agreements, Rulings, or Understandings applicable to Metra/Electric employees represented by the Brotherhood of Maintenance of Way Employees.

**Section 2.** ICG employees represented by the Brotherhood of Maintenance of Way Employees transferred to Metra on May 1, 1987 who entered ICG service as such on or before December 15, 1986 and who had remained continuously in service will be compensated in their respective classification under Appendix A rates of pay on and after February 1, 1988, subject to the entry rate provisions of Rule 27, and those who entered ICG service as such on and after December 16, 1986 and who had remained continuously in service will be compensated in their respective classification under Appendix A rates of pay on and after February 1, 1988, subject to Rule 27 entry rate provisions as amended on November 18, 1986.

Signed at Chicago, Illinois, this 15th day of January, 1988.

**FOR BROTHERHOOD OF MAINTENANCE  
OF WAY EMPLOYEES:**

**FOR NORTHEAST ILLINOIS REGIONAL  
COMMUTER RAILROAD CORPORATION:**

/s/ T. F. Vance  
General Chairman

/s/ James E. Cole  
Executive Director

/s/ F. H. Funk  
General Chairman

**NOTE:** Minor style and format changes were made to this Appendix as part of the May 1, 2004 updating and reprinting of the General Rules Agreement.

January 15, 1988

Mr. T.F. Vance  
General Chairman  
BMW  
P.O. Box 659  
Fulton, KY 42041

Mr. Deloy D. Roslansky  
General Chairman  
BMW  
P.O. Box 238  
Hamel, Minn. 55340

Gentlemen:

In connection with the Memorandum of Agreement of today's date between BMW and CRD-RTA we agreed to the following:

Effective February 1, 1988, Maintenance of Way employees appearing on the Metra/Electric May 1, 1987 Seniority Rosters will be dovetailed with the NIRC Maintenance of Way employee Seniority Rosters with a "constructive" seniority date of April 16, 1984 if in service at the ICG continuously on and before April 16, 1984, with prior rights in the Metra/Electric territory (identified as "I") in their respective classifications in the relative order of their former ICG seniority dates. Those employees who had entered ICG service on and after April 16, 1984 will be dovetailed on NIRC Seniority Rosters in their respective classifications without prior rights.

Please indicate your concurrence in the space provided below.

Very truly yours,

    /s/ Arthur D. Dula      
Director, Labor Relations

Concur:

    /s/ T.F. Vance      
General Chairman

    /s/ Deloy D. Roslansky      
General Chairman

APPROVED:

    /s/ F.H. Funk      
Vice President

January 15, 1988

Mr. T.F. Vance  
General Chairman  
BMW  
P.O. Box 659  
Fulton, KY 42041

Mr. Deloy D. Roslansky  
General Chairman  
BMW  
P.O. Box 238  
Hamel, Minn. 55340

Gentlemen:

In connection with the Memorandum of Agreement of today's date between BMW and CRD-RTA, it was understood that the compensated days and years of service for former Illinois Central Gulf employees who transferred to Metra on May 1, 1987 shall be used to the extent creditable at ICG in determining eligibility under the NIRC contract for benefits such as, but not limited to, vacation and personal leave days.

Please indicate your concurrence in the space provided.

Very truly yours,

/s/ Arthur D. Dula  
Director, Labor Relations

Concur:

/s/ T.F. Vance  
General Chairman

/s/ Deloy D. Roslansky  
General Chairman

APPROVED:

/s/ F.H. Funk  
Vice President



## APPENDIX J

### CWI TRANSITION AGREEMENT

**AGREEMENT** between the Northeast Illinois Regional Commuter Railroad Corporation and the Brotherhood of Maintenance of Way Employees:

**IT IS AGREED:**

**Section 1.** Effective with the purchase by NIRC of Chicago and Western Indiana Railroad Company trackage between Alton Junction (23rd Street) and 74th Street Interlocking constituting approximately six (6) miles of railroad comprised of nine and one-half (9.5) track miles with appurtenances, Rule 2(a) of the April 16, 1984 General Agreement, as amended, shall be further amended by adding the aforementioned territory (identified as CWI Branch) and employment with NIRC will be made available to R. Payne, M. Carrizales, N. Miller, R. Farnesi, and S.C. Martinez under conditions hereinafter set forth.

**Section 2.** CWI employees holding permanent title to positions at CWI as of the day prior to the purchase date who desire to follow their work to NIRC shall make an irrevocable declaration in writing to accept employment with NIRC effective with the date of purchase. Mr. S.C. Martinez, who is on leave of absence from CWI, if desiring to accept employment with NIRC, must also make an irrevocable declaration in writing to do so in order to be carried on leave of absence from NIRC.

**Section 3.** CWI employees accepting employment as provided herein will be dovetailed with NIRC Maintenance of Way employees with a prior right RI designation and ranked and awarded an NIRC seniority date in the relative order of their earliest continuous CWI seniority date in the subdepartment, groups, and ranks in which they retain CWI seniority as compared with the NIRC prior rights RI employees' earliest continuous NIRC seniority dates.

**Section 4.** Assignments made available under this Memorandum of Agreement are as follows:

**B&B Foreman  
Welder  
Trackman  
Track Foreman**

**Section 5.** The compensated days and years of service for former CWI Maintenance of Way employees accepting employment with NIRC under the terms of this Memorandum of Agreement will be used in determining eligibility for benefits such as, but not limited to, vacation and personal leave days.

**Section 6.** Vacations earned in 1987 which have not been observed by the date of purchase will be taken as currently scheduled.

**Section 7.** Acceptance of employment under the terms of this Memorandum of Agreement shall constitute an authorization by the employee for CWI to transfer to NIRC the employee's service, personnel, and medical records.

**Section 8.** The General Rules Agreement of April 16, 1984, as amended, for NIRC Maintenance of Way employees shall govern the rates of pay, rules, and working conditions of CWI Maintenance of Way employees accepting employment with NIRC effective with the date of purchase of the property described in Section 1, above.

Signed at Chicago, Illinois, this 27th day of April, 1988.

**FOR BROTHERHOOD OF MAINTENANCE  
OF WAY EMPLOYEES:**

**FOR NORTHEAST ILLINOIS REGIONAL  
COMMUTER RAILROAD CORPORATION:**

/s/ T.F. Vance  
General Chairman

/s/ Arthur S. Dula  
Director, Labor Relations

/s/ David T. Tanke  
General Chairman

/s/ Mark S. Wimmer  
General Chairman

APPROVED;

/s/ F.H. Funk  
Vice President

/s/ Bryce L. Hall  
Vice President

NOTE: Minor style and format changes were made to this Appendix as part of the May 1, 2004 updating and reprinting of the General Rules Agreement.

## APPENDIX K

### LATEST WAGE, RULE AND BENEFIT AGREEMENT

**THIS AGREEMENT**, made this 1st day of November, 1999, by and between the Northeast Illinois Regional Commuter Railroad Corporation (NIRC) and its employees represented by the Brotherhood of Maintenance of Way Employees (BMWEE), witnesseth:

#### **IT IS HEREBY AGREED:**

**Section 1. Cost of Living Adjustment:** Subject to the provisions of Section 9, below, effective January 1, 2003, all basic hourly rates of pay in effect on December 31, 2002, for employees covered by this Agreement, shall be increased by the excess cents per hour above thirteen (13) cents, if any, calculated on a continued basis under formula criteria contained in Article II of Mediation Agreement, Case No. A-11540, dated October 17, 1986.

**Section 2. Health and Welfare:** During the term of this Agreement, such premiums per qualifying employee necessary to continue in force all nationally negotiated Health and Welfare coverages applicable to the Organization signatory hereto, including but not limited to those under GA 23000, GP 12000, GA 46000, Provident Supplemental Sickness Policy, and Off-Track Vehicle Accident Plan, shall be remitted in their entirety by NIRC.

**Section 3. Pension Plan:** Effective January 1, 1999, the General Agreement of April 16, 1984, as amended, shall be further amended so as to provide for the establishment of a supplemental retirement plan for the benefit of employees covered by the General Agreement, with such plan to be administered in accordance with the TCIU Pension Plan, Summary Plan Description, dated January, 1993. NIRC shall contribute to the Plan at the initial rate of fifteen (15) cents for each hour paid at the straight-time rate to employees covered by this Agreement.

(b) Effective July 1, 2001, the contribution rate as set forth in paragraph (a) hereof shall be increased to thirty (30) cents per each straight-time hour.

Subject to the conditions set forth in Section 9, paragraph (a), of today's agreement, additional increases in the contribution rate shall be provided as follows:

(c) Effective July 1, 2003, the contribution rate as set forth in paragraph (a) hereof shall be increased to thirty-five (35) cents per each straight-time hour.

(d) Effective July 1, 2004, the contribution rate as set forth in paragraph (a) hereof shall be increased to forty (40) cents per each straight-time hour.

**Section 4. Deferred Compensation Plan:** In connection with the implementation of the Pension Plan, as set forth in Section 3, above, employees covered by the General Agreement of April 16, 1984, as amended, shall continue to have the right under this Agreement to participate in the 401(k) Deferred Compensation Plan under which the Carrier is a participating employer.

**Section 5. Lump Sum Bonus Payment:** (a) Subject to the conditions set forth below, each employee subject to this Agreement shall receive a lump sum bonus payment equal to two and one-half (2.5) percent of prior year 1998 gross NIRC earnings, with a minimum one-thousand dollar (\$1,000) bonus payment to be made effective with the signing of this Agreement.



(b) To qualify for the lump sum bonus payment to be made pursuant to paragraph (a) hereof, the employee must be in service on the effective date of this Agreement or during the preceding twelve (12) month period have retired pursuant to the provisions of the Railroad Retirement Act or have died.

(c) Employees entitled to the lump sum bonus payment as provided for herein shall have the option of receiving the payment in a separate paycheck or they may elect to place all or a portion of the payment into their established deferred compensation plan, subject in either case to any applicable tax withholdings as may be required by state and/or federal law.

(d) There shall be no duplication of the lump sum bonus payment provided herein to employees who coincidentally are subject to any other labor agreement applicable to NIRC, irrespective of the manner in which the payment is calculated or how the payment is received by the employee.

**Section 6. General Wage Increases:** Basic rates of pay between the NIRC and BMW as set forth in Appendix A of the General Agreement of April 16, 1984, as amended, are hereby amended to the extent indicated below:

(a) Effective January 1, 1999, all basic rates of pay in effect on December 31, 1998, for employees covered by the April 16, 1984 General Agreement, as amended, shall be increased in the amount of three (3.0) percent.

(b) Effective July 1, 2000, all basic rates of pay in effect on June 30, 2000, for employees covered by the April 16, 1984 General Agreement, as amended, shall be increased in the amount of three (3.0) percent.

(c) Effective July 1, 2001, all basic rates of pay in effect on June 30, 2001, for employees covered by the April 16, 1984 General Agreement, as amended, shall be increased in the amount of three (3.0) percent.

(d) Effective July 1, 2002, all basic rates of pay in effect on June 30, 2002, for employees covered by the April 16, 1984 General Agreement, as amended, shall be increased in the amount of three (3.0) percent.

(e) Rates of pay resulting from the application of paragraphs (a), (b), (c), and (d), above, which end in fractions of a cent shall be rounded to the nearest whole cent: fractions less than one-half cent shall be dropped and fractions of one-half cent or more shall be increased to the nearest full cent.

**Section 7. General Agreement Rule Changes:** Effective November 1, 1999, the following Rules of the April 16, 1984 General Agreement, as amended, shall be further amended to the extent indicated below:

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Amend Rule 9. Force Reductions to delete subparagraphs (G)(1) and (G)(3), to identify subparagraph (G)(2) as new subparagraph (G)(1), and to add a new subparagraph (G)(2), to read as follows:

(G)(2) It is the responsibility of the employee to advise the designated carrier official promptly of any change in address. Change in address notices should be sent concurrently to the designated carrier official, in triplicate, with a copy to the General Chairman. The officer receiving said notice shall date, sign, and return one copy each to the employee and the General Chairman.

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Amend Rule 27. Entry Rates of Pay to delete the rule in its entirety and replace with a new rule, to read as follows:

Rule 27. Entry Rates of Pay: Employees entering NIRC service on or after November 1, 1999, on positions of B&B Assistant Mechanic, Water Service Assistant Mechanic, Assistant Welder, Trackman, or Track Rider shall be compensated in accordance with the following provisions, as a percentage of the basic rates of pay provided for in Appendix A applicable to such positions as specified herein, within the first thirty-six (36) calendar months from their date of hire:

(a) For the first twelve (12) calendar months of employment, new employees shall be paid 80% of the applicable rates of pay.

(b) For the second twelve (12) calendar months of employment, new employees shall be paid 90% of the applicable rates of pay.

(c) For the third twelve (12) calendar months of employment, new employees shall be paid 95% of the applicable rates of pay.

(d) Employees who maintain an employment relationship with the Carrier but who work less than the full twelve (12) calendar months in any one period, as set forth above, shall receive full credit toward completion of the rate progression provided they have a minimum of six (6) months of compensated service during the period. It is understood, however, that no employee can advance to the next wage progression category until at least twelve (12) months have elapsed from the date of hire or from the date of the previous rate progression increase under this Rule.

(e) Employees who have had a previous employment relationship with the NIRC or another carrier in a craft represented by the Organization, and who are subsequently hired or rehired by the NIRC in the same craft, shall be covered by this Rule, as amended; however, such employees shall receive credit toward completion of their rate progression, as set forth above, based on their prior months of active service in the craft provided such service last occurred within one year of their date of hire or rehire with the NIRC.

(f) Once an employee has completed a total of thirty-six (36) calendar months of employment with the Carrier, as provided for above, in any Maintenance of Way position or combination of positions thereof, the rate progression provisions of this Rule shall no longer be applicable and the employee shall be paid at the established rate for his or her position.

(g) Any calendar month in which an employee does not render compensated service due to voluntary absence, suspension, or dismissal shall not count toward completion of the rate progression as set forth herein, nor shall service in a craft not represented by the Organization be considered in determining periods of employment under this Rule.

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Amend Rule 48. Non-Discrimination to identify the two existing paragraphs as paragraph (A) and (C), respectively, and add a new paragraph (B), to read as follows:

(B) In application of paragraph (A) hereof, the parties acknowledge that each is subject to the Americans with Disabilities Act (ADA).

---

Amend Appendix O\*. Mobile System Crews to delete the existing preamble and to replace with a new preamble, to read as follows:

Notwithstanding any provision of the April 16, 1984 General Rules Agreement to the contrary, when the Corporation establishes positions of Gang Track Inspector to be used on a system basis, or positions of Track Foreman, Track Assistant Foreman, Work Equipment Operator, Work Equipment Mechanic, Welding Foreman, Welder, and Assistant Welder for the purpose of track surfacing, tie replacement projects, rail replacement projects, and specific welding applications as Mobile System Gangs, IT IS AGREED the following terms and conditions will apply. (NOTE: The duties of a Gang Track Inspector do not include regular FRA track inspection).

-----

Further amend Appendix O. Mobile System Crews to revise paragraph 1, to read as follows:

1. Positions or resultant vacancies on positions as specified above will be identified as assigned to a Mobile System Gang and bulletined in accordance with General Agreement Rules without regard to prior rights.
- 

And, further amend Appendix O. Mobile System Crews to revise paragraph 6, to read as follows:

6. Mobile System Gang employees will be allowed \$50.10 per diem expenses for meals and lodging for each work day on which they render compensated service. Effective July 1, 2002, such per diem allowance will be increased to \$56.50.

\*Appendix O is re-identified as Appendix N effective with the May 1, 2004 updating and reprinting of the General Rules Agreement.

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Amend Appendix R\*. Sick Leave to delete paragraph (b) in its entirety and to add a new paragraph (b), to read as follows:

(b)(i) The sick benefit days provided in paragraph (a) hereof which remain unused at the end of each calendar year shall be placed into a supplemental "Sick Leave Reserve Account."

(ii) The first thirty (30) days placed into the supplemental Sick Leave Reserve Account shall be used solely as a means to supplement benefits payable under the sickness benefit provisions of the Railroad Unemployment Insurance Act, as now or hereafter amended, only to the extent provided in this Rule and not to replace or duplicate benefits provided under the Act.

(iii) Upon notice from the U.S. Railroad Retirement Board to the Carrier that an employee has filed an eligible claim under the sickness benefit provisions of the Railroad Unemployment Insurance Act, the Carrier shall allow the employee to utilize any sick benefit days that have been accumulated in their Sick Leave Reserve Account for purposes of providing supplemental sickness benefits to supplement benefits payable for days of sickness under the Railroad Unemployment Insurance Act, or for days in the waiting period, or for days after an otherwise eligible employee has exhausted his or her Railroad Unemployment Insurance Act benefits and benefits payable under Provident's Group Policy for Maintenance of Way Employees.

**NOTE:** The Supplemental Sickness benefit may also be used by an employee who does not have qualifying compensation under RUIA to be eligible for RUIA benefit.

(iv) The supplemental benefit payment for any calendar day under this plan shall not exceed the straight-time daily rate of the employee's position or the protected rate, whichever is higher, and is to be reduced by the amount of RUIA benefits and by Provident benefits, if any, payable for the same day.

(v) Any additional days placed into the supplemental Sick Leave Reserve Account over and above the first thirty (30) days as set forth in subparagraph (ii) hereof may also be used to supplement benefits payable under the sickness benefit provisions of the Railroad Unemployment Insurance Act. In addition, with respect to days thirty-one (31) through ninety (90) that are placed into the supplemental Sick Leave Reserve Account, the following options shall apply:

(1) The employee can leave the accumulated days in excess of thirty (30) in his or her Reserve Account, and upon permanent separation from the Carrier, the employee will receive a cash payment equal to thirty (30) percent of the accumulated excess days. The straight time rate of pay of the regularly assigned position held at the time of separation shall be used in calculating the amount due under this paragraph.

**EXAMPLE:** An employee has a total of ninety (90) days in the Reserve Account upon permanent separation from the Carrier. The employee would receive 30% of 60 days (the excess number of days over 30) which is equal to the cash equivalent of 18 days' pay.

OR

(2) The employee can receive a cash payment equal to twenty-five (25) percent of the unused days remaining at the end of the calendar year from that year's annual allotment of four (4) personal days (per Rule 38) and three (3) sick leave days. The straight time rate of pay of the regularly assigned position held at the time shall be used in calculating the amount due under this paragraph.

**EXAMPLE:** An employee ends the year with four unused days from the year's annual allotment of paid personal and/or sick days. The employee would receive 25% of 4 days which is equal to the cash equivalent of one day's pay.

(vi) After accumulating more than ninety (90) days in the supplemental Sick Leave Reserve Account, the same conditions as set forth in subparagraph (v) hereof shall apply, except that the cash payment received upon permanent separation from the Carrier shall be equal to fifty (50) percent of the accumulated excess days.

**EXAMPLE:** An employee has a total of 110 days in the Reserve Account upon permanent separation from the Carrier. The employee would receive 50% of 80 days (the excess number of days over 30) which is equal to the cash equivalent of 40 days' pay.

-----  
Further amend Appendix R. Sick Leave to add a new paragraph (c), to read as follows:

(c)(i) Additional sick benefit days may be earned and placed into the Sick Leave Reserve Account at the rate of one (1) day per each six (6) months of perfect work attendance, which is defined as having no absences during the period except as otherwise provided under applicable vacation, holiday, personal leave, or other authorized paid non-sick leave provisions. In either of the six (6) month periods, January 1 to June 30 or July 1 to December 31, where the employee utilizes a sick benefit day or has any unpaid or unauthorized absence, no incentive sick benefit day will be earned for the period.

(ii) For seasonal employees, or employees who become furloughed, an additional sick benefit day may be earned and placed into the Sick Leave Reserve Account at the rate of one (1) day per year, provided the employee completes six (6) months of perfect work attendance after returning from furlough. Perfect attendance is defined as having no absences during the period except as otherwise provided under applicable vacation, holiday, personal leave, or other authorized paid non-sick leave provisions. In the six (6) month period where the employee utilizes a sick benefit day or has any unpaid or unauthorized absence, no incentive sick benefit day will be earned for that year.

-----  
And further amend Appendix R. Sick Leave to identify existing paragraphs (c), (d), and (e) as new paragraphs (d), (e), and (f), respectively.

\*The provisions of Appendix R, as amended, are incorporated into the General Rules Agreement as Rule 38(B) effective with the May 1, 2004 updating and reprinting of the General Rules Agreement.

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Add a new Appendix S\*. Special Board of Adjustment setting forth an agreement between NIRC and BMWG for the establishment of a Special Board of Adjustment having jurisdiction over disciplinary disputes, to read as follows:

**AGREEMENT** between the Northeast Illinois Regional Commuter Railroad Corporation and the Brotherhood of Maintenance of Way Employees.

**IT IS AGREED:**

1. There is hereby established, pursuant to the provisions of Section 153, Second of the Railway Labor Act, a Special Board of Adjustment\_\_\_\_\_; hereinafter referred to as the "Board". The Board shall only have jurisdiction over disciplinary disputes involving employees dismissed, suspended, or censured which are submitted to the Board under this Agreement.

2. The Board shall consist of three members: the Union and Carrier representatives signatory hereto, or their designees, and a neutral person, hereinafter referred to as the "Referee", who shall be unbiased as between the parties. The Referee shall be selected by the parties, as hereinafter provided, and shall serve, if able and willing to do so, for a term of two years from the date the first

dispute is submitted to him under this Agreement. Not less than thirty (30) days before the end of the aforementioned two-year term, the parties shall meet for the purpose of determining whether the Referee shall be selected to serve another, immediately succeeding, two-year term. If the parties do not agree to continue the Referee's services for another two-year term prior to the end of his existing term, he shall be replaced, with appropriate advice to that effect given him jointly by the parties. A replacement Referee shall then be selected for a two-year term as provided in Section 3.

3. The parties shall meet within thirty (30) days of the date of this Agreement for the purpose of selecting the initial Referee for the Board. If they agree on a Referee and the person selected accepts the appointment, the National Mediation Board shall be advised thereof and requested to arrange for proper certification. If the parties are unable to agree on a Referee, the National Mediation Board may be requested, by either party, to appoint one. All vacancies in the Referee's position, whether for all or part of the two-year term, shall be filled by agreement of the parties or, failing that, by appointment by the National Mediation Board.

4. The compensation and expenses of the Referee shall be set and paid by the National Mediation Board pursuant to Section 153, Second of the Railway Labor Act. All other expenses of the Board shall be borne half by the Carrier and half by the Union.

5. Any person accepting the assignment as Referee must agree, as a condition of his assignment, to render an award in each dispute submitted to him within sixty (60) days of the date he receives the documents specified in paragraph 7, infra. This sixty (60) day period may be extended only when National Mediation Board funding is suspended. During such suspension of funds, the sixty (60) day period for rendering an award will be extended for as long as funding is suspended. When funding is restored, the award must be rendered within the time remaining in the sixty (60) day period when funding was suspended.

6. An employee dismissed or suspended from the Carrier's service, or censured, who chooses to appeal his hearing decision shall have the right, for a period of ten (10) days from the date of the Carrier's decision rendered as a result of the hearing prescribed in Rule 32 of the General Agreement of April 16, 1984, as amended, to elect to (1) handle the appeal through normal channels, under Rule 33 of the General Agreement; or (2) submit the appeal directly to the Board established by this Agreement for an expedited decision. Election of either option waives all rights to the other. If option (2) is elected, the disciplined employee must give written notification thereof to both the Union and Carrier members of the Board within the above-mentioned ten (10) day period. A copy of said notice shall be given to the Union's General Chairman and to the Carrier's Director, Labor Relations. Said notice shall be in the form and contain the provisions prescribed in Attachment A hereto.

7. Within thirty (30) days after the dismissed, suspended, or censured employee's written notification of his desire for expedited handling of his appeal is received by the Carrier member of the Board, said member shall arrange to transmit to the Referee one copy of each of the following: (1) notice(s) of investigation(s); (2) transcript(s) of investigation(s); (3) notice of dismissal, suspension, or censure; (4) dismissed, suspended, or censured employee's service record; and (5) a copy of Rule 32 of the General Agreement. Copies of these materials, as well as a copy of the letter transmitting them to the Referee, shall be given to the Union member of the Board, who, in turn, shall promptly arrange to advise the National Mediation Board that the appeal has been docketed for disposition by the Board.

8. Unless the Referee requests the parties to furnish additional input regarding the appeal (e.g., argument, evidence, awards), the disposition of the dispute shall be based on the material supplied under paragraph 7, above. In deciding whether the discipline assessed should be upheld, modified, or set aside, the Board shall determine (1) whether there was compliance with the applicable provisions of Rule 32 of the General Agreement; (2) whether substantial evidence was adduced at the investigation(s) to prove the charge(s) made; and (3) whether the discipline assessed is warranted.

9. Awards of the Board, containing only the Referee's signature, shall be in writing and copies thereof shall be furnished to each of the parties. The awards shall be rendered within the time limits prescribed in paragraph 5, above. The awards shall be final and binding, subject to the provisions of Section 153, Second of the Railway Labor Act. Awards rendered in favor of the petitioner shall direct the other party to comply therewith on or before a prescribed date. If a question of interpretation of an award arises, the Board shall resolve such question upon request made by either party.

10. This Agreement may be cancelled by either party by giving ninety (90) days advance written notice thereof to the other party; however, any appeals which are being processed under the expedited procedures provided provided herein at the time such notice of cancellation is served shall be handled to a conclusion in accordance with such expedited procedures. It is agreed that following service of the ninety (90) day advance written notice by either party to cancel this Agreement, appeals may continue to be listed to this Board until the date the cancellation of this Agreement becomes effective and such appeals will be handled to conclusion in accordance with such expedited procedures.

Signed at Chicago, Illinois, this 1st day of November, 1999.

-----

Attachment "A", as referenced in the above agreement, shall read as follows:

ATTACHMENT A

(Date)

\_\_\_\_\_

Union Member of SBA \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Carrier Member of SBA \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Gentlemen:

On \_\_\_\_\_, I was directed to attend an investigation which was held on \_\_\_\_\_. At the investigation, I was represented by \_\_\_\_\_. As a result of the investigation, I was \_\_\_\_\_ (indicate dismissed, suspended, or censured) by the Carrier, with such disciplinary action effective \_\_\_\_\_.

I have discussed this matter with my union representative, \_\_\_\_\_. He has informed me that I may, if I wish, appeal my dismissal, suspension, or censure on my own. He has also informed me that if the Brotherhood of Maintenance of Way Employees processes my appeal of this disciplinary action, it would either be processed under Rule 33 of the General Agreement of April 16, 1984, as amended, between the BMW/NIRC, or it may, if I so desire, be submitted for expedited handling to Special Board of Adjustment \_\_\_\_\_, established by Agreement signed \_\_\_\_\_.

It is my desire to appeal my \_\_\_\_\_ (indicate dismissal, suspension, or censure) and to obtain a decision regarding such appeal as quickly as possible. Therefore, I hereby elect to have my appeal submitted to Special Board of Adjustment \_\_\_\_\_. In so electing, I understand that I am waiving the time limits and procedures of Rule 33 of the General Agreement and my right to appear at a hearing before said Board. I also understand that the Neutral Member of Special Board of Adjustment \_\_\_\_\_ will base his decision on the transcript of my investigation, my prior service record if it was considered in assessing discipline, the notice of my investigation, the notice of discipline, and Rule 32 of the General Agreement of April 16, 1984, as amended.

Finally, I understand that the purpose of Special Board of Adjustment \_\_\_\_\_ is to have my appeal resolved as expeditiously as possible and, to that end, the Neutral Referee has been directed to render a decision in the matter within sixty (60) calendar days of the date he receives the materials set forth in the preceding paragraph. I also understand that the absence of funding to the Neutral Referee by the National Mediation Board may impede the process, in which event the sixty (60) day time limit will be extended for as long as funding is suspended. When funding is restored, the decision will be rendered within the time remaining in the sixty (60) day period when the funding was suspended.

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

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State and Zip Code)

Witness:  
\_\_\_\_\_  
(Witness Signature)

Date:  
\_\_\_\_\_

cc: \_\_\_\_\_  
General Chairman

\_\_\_\_\_  
Director, Labor Relations

\*Appendix S is re-identified as Appendix M effective with the May 1, 2004 updating and reprinting of the General Rules Agreement.



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Amend Side Letter No. 7\* of the April 16, 1984 General Agreement, dated July 15, 1992, to delete the letter in its entirety and replace with a new side letter, to read as follows:

Side Letter No. 7

Gentlemen:

In connection with ongoing discussions relative to the Engineering Department's requirements in complying with the State of Illinois Commercial Drivers License (CDL) program, which became fully implemented on April 1, 1992, the following understanding was reached which meets service needs as anticipated by the Engineering Department and at the same time resolves the Organization's requests for a solution to its membership's concerns:

Effective November 1, 1999, employees must possess a Commercial Drivers License (CDL) in order to hold or obtain the following positions, except as provided below: the Foreman, Assistant Foreman and one Trackman position on Track Gangs; the Foreman, Assistant Foreman and one Mechanic position on Bridge and Building and Water Service Gangs; Welding Foremen and Welders; Work Equipment Mechanics; and the Group A, Rank 1 Work Equipment Operator assigned to End Loader LD-33076.

Employees who do not have the required CDL at the time that they exercise seniority onto one of the Track or Bridge and Building Gang positions, as listed above, will have thirty (30) calendar days from the date they first perform service on such position to obtain the required license, provided that employees who possess CDLs are assigned at the time to the other positions on the gang which require such a license. If an employee fails to obtain the CDL within the thirty (30) day period, he will be disqualified from the position, which will be readvertised in accordance with the provisions of the General Agreement of April 16, 1984, as amended.

Bulletins advertising the positions as referenced above will clearly state the requirement for the employee assigned to the position to possess a CDL. A special allowance of twenty-five (25) cents per hour will be allowed for positions posted with a CDL requirement. Such allowance shall not be subject to future general wage increases; however, the allowance shall increase to thirty (30) cents per hour effective July 1, 2002.

It is understood that the Carrier will continue to provide driver and classroom training in addition to making vehicles and qualified drivers available for employees requiring practice and over-the-road testing.

\* Side Letter No. 7 is re-identified as Appendix Q effective with the May 1, 2004 updating and reprinting of the General Rules Agreement.

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Amend Side Letter No. 8\* of the April 16, 1984 Agreement, dated December 18, 1992, to update item number 1 of the summary, to read as follows:

1. Rock Island - Track: The district is broken down into three areas: LaSalle Street to the north end of the Dan Ryan bridge (M.P. 6.83), including the C&WI; M.P. 6.83 to 66th Court; and 66th Court to Joliet. Each area has a gang headquartered in it and they perform all work in their respective areas. Those gang numbers are 205, 206, and 209, respectively. A fourth

gang, number 207, is headquartered at Blue Island and handles material in that yard and cuts brush, weeds, and grass on the Sub Line and assists 206 as necessary. Any overtime, either planned or emergency, is offered to the gang normally assigned to that area. Seniority within individual gangs is always honored. If additional gangs are required, then the adjacent gang is asked. Gang 206 would be called first to assist either Gang 205 or Gang 209, then Gang 207, and finally the gang furthest away would get the opportunity for the overtime. Any overtime help required for 206 would first be offered to Gang 207, then to the adjacent gang closest to the work area with M.P. 15.0 being the dividing line. All such work on 206's area north of M.P. 15.0 would be supplemented by 205 and south of M.P. 15.0 by Gang 209.

---

Further amend Side Letter No. 8 of the April 16, 1984 General Agreement, dated December 18, 1992, to update item number 5 of the summary, to read as follows:

5. Rock Island - B&B: This district is broken down into three areas: LaSalle Street to M.P. 0.4 is normally assigned to LaSalle Street Crew; M.P. 0.4 to Joliet is normally assigned to Blue Island Gang No. 1; and C.W.I. and the Heritage Corridor are normally assigned to Blue Island Gang No. 2. These gangs handle all B&B work on the district, including planned and emergency overtime. Any such overtime, either planned or emergency, is offered to the gang normally assigned to that area. Seniority within individual gangs is always honored.
    - Any overtime help for LaSalle Street Gang would first go to Blue Island Gang 1 and then to Blue Island Gang 2.
    - Any overtime help for Blue Island Gang 1 would first go to Blue Island Gang 2 and then to LaSalle Street Gang.
    - Any overtime help for Blue Island Gang 2 would first go to Blue Island Gang 1 and then to LaSalle Street Gang.
- 

Further amend Side Letter No. 8 of the April 16, 1984 General Agreement, dated December 18, 1992, to revise item number 6 of the summary, to read as follows:

6. Metra Electric - B&B: This district is broken down into three areas: 95th Street north to Randolph Street, including South Chicago Branch, is normally assigned to Gang 232; 95th Street south to Harvey, including Blue Island Branch, is normally assigned to Gang 230; and Harvey to University Park is normally assigned to Gang 231. In total, the district has five gangs. Gangs 230, 231, and 241 are headquartered at KYD; Gang 232 is headquartered at 14th Street; and Gang 240 is headquartered at Randolph Street. These gangs handle all B&B work on the district, including planned and emergency overtime. Any such overtime, either planned or emergency, is offered to the gang normally assigned to that area. Seniority within individual gangs is always honored.
  - Any overtime help for Gang 231 would first go to Gang 241 and then in order to Gangs 230, 232, and 240.
  - Any overtime help for Gang 230 would first go to Gang 241 and then in order to Gangs 231, 232, and 240.

- Any overtime help for Gang 232 would first go to Gang 240 and then in order to Gangs 230, 241, and 231.

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Further amend Side Letter No. 8 of the April 16, 1984 General Agreement, dated December 18, 1992, to update item number 7 of the summary, to read as follows:

- 7. Milwaukee - B&B: This district has three B&B Gangs: Gang 01, headquartered at Western Avenue; Gang 03, headquartered at Fox Lake; and Gang 02, headquartered at Franklin Park. Fox Lake handles work south to and including Morton Grove and on the Wisconsin Central south to M.P. 35.0; Western Avenue handles work from south of Morton Grove to Tower A-5, from Tower A-5 to Canal Street, and from Tower A-5 to M.P. 12.0; and Franklin Park handles all work west of M.P. 12.0 to Big Timber and on the Wisconsin Central north to M.P. 35.0.

Any overtime, either planned or emergency, is offered to the gang normally assigned to that area. Seniority within individual gangs is always honored. If additional gangs are required, then the adjacent gang is asked. If Fox Lake Gang needs assistance, then the Western Avenue Gang is called to assist from M.P. 24.0 south to Morton Grove. If Fox Lake needs assistance north, then Franklin Park Gang is asked from M.P. 24.0 north to Fox Lake. If Western Avenue needs assistance, Fox Lake is asked to assist from M.P. 5.7 north. Franklin Park is asked to assist from M.P. 5.7 south to Canal Street. If Western Avenue needs assistance from Tower A-5 west to M.P. 12.0, then the Franklin Park Gang is asked. If Franklin Park Gang needs assistance, Western Avenue is asked to assist from M.P. 28.0 east. If Franklin Park needs assistance, west of M.P. 28.0 to Big Timber, then Fox Lake is asked.

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Further amend Side Letter No. 8 of the April 16, 1984 General Agreement, dated December 18, 1992, to update item number 9 of the summary, to read as follows:

- 9. Rock Island - Water Service: One gang handles all work including all overtime on the district.

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Further amend Side Letter No. 8 of the April 16, 1984 General Agreement, dated December 18, 1992, to revise the introductory paragraph of item number 17 of the summary, to read as follows:

- 17. When all criteria covered under items one through sixteen have been met, then assigned capital gang employees followed by mobile system gang employees working on that particular district are called next in seniority order.

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Further amend Side Letter No. 8 of the April 16, 1984 General Agreement, dated December 18, 1992, to add a new item number 20 to the summary, to read as follows:

- 20. Mechanics: Whenever there is planned or emergency overtime, such overtime will be assigned in seniority order; except that in cases when the overtime is continuous with the work being performed, the overtime will be assigned to the mechanic who is performing such work.

-----  
And, further amend Side Letter No. 8 of the April 16, 1984 General Agreement, dated December 18, 1992, to add a new addendum, to read as follows:

**Questions Under Side Letter No. 8**

1. Working on a grade crossing at Libertyville, the Rondout Section has one machine operator in their gang but they need one more machine operator. The adjacent section at Morton Grove has no one in it that is working as a machine operator but they do have a laborer who has a R1CA date and is number 6 on the roster. The Western Avenue Section has two men working as R1CA machine operators who are numbers 10 and 12 on the roster. On a rest day, who would be called if one additional machine operator is needed at Rondout?

*Ans. The machine operator on the roster as number 10 holding the position at Western Avenue. Then number 12, then other operators working within the district. If all Milwaukee District qualified employees are called, then qualified employees from the Rock Island District are called followed by ones from the Electric District and those from the Southwest Sub-district, all in seniority order.*

2. Working the welders at Rondout and we need one additional assistant welder on the weekend. Who do we call, the senior assistant welder at Western Avenue or a trackman at Morton Grove with more seniority as an assistant welder than the assistant welder at Western Avenue?

*Ans. The senior assistant welder working at Western Avenue.*

3. If we need additional machine operators and all qualified operators on our district are working, who do we call? The senior machine operator from the appropriate adjacent district or a senior mobile system machine operator who is working on your district?

*Ans. When all other machine operators are working in the rank or class on that district, then the senior mobile system operator who is working on the district is called.*

4. We have 3 machine operators on the Milwaukee District assigned by bulletin to run 3 R1CA machines at Western Avenue. We have one mobile system R1CA machine operator assigned by bulletin but working on the Milwaukee District at Tower A5. We have 3 R1CA machine operators working as laborers at Western Avenue assigned those jobs by bulletin. If we need an additional machine operator on the Milwaukee District under the above conditions, who do we take?

Do we take the mobile system operator, the senior R1CA operator working as a laborer on the district, or the appropriate machine operator working as a machine operator on the adjacent district?

*Ans. When there are no other operators available who are assigned by bulletin or working as a Capital machine operator on the district, then the system operator working on that district is called.*

5. When are mobile system gang machine operators called under paragraph 15 of Side Letter No. 8?

*Ans. After all other machine operators that are assigned to a Section Crew or Capital Gang are working within the district of the system machine operator.*

6. In paragraph 17 of Side Letter #8, who is called first, capital or mobile system gang employees?

*Ans. Capital, due to the fact that the System Gang may move out of the territory tomorrow.*

7. What is the headquarters point for a mobile system gang?

*Ans. As near the place of work as possible with adequate and safe parking and sanitary conditions.*

8. In paragraph 15 of Side Letter No. 8, there are times when an unassigned machine operator operates a machine all week. If the machine is needed Saturday on an overtime basis, who is called?

*Ans. The machine operator who has been operating the machine all week.*

9. How do you call Mechanics on an overtime basis under paragraph 20 of Side Letter No. 8?

*Ans. In seniority order with exception to work continuous with a job a Mechanic has been working.*

10. On a rest day, Foreman Johnson of Gang No. 1 gets an overtime call from Supervisor Smith. There is a broken rail at MP 20. We will need to call a track laborer to assist.

Gang No. 1 (assigned by bulletin)

Foreman M. Johnson  
Machine Operator J. Duran  
Track Laborer A. Lopez

Trackmen's Roster

10. J. Duran  
11. A. Lopez

(A) Who does Foreman Johnson call?

*Ans. Track Laborer A. Lopez*

(B) If Foreman Johnson requires a machine operator and 2 laborers, who is called to assist his section?

*Ans. His forces that are assigned to his section, then if others are required he will call the adjoining Section Foreman, who will in turn call an additional Laborer. The Section Foreman and Laborer from the adjoining crew will proceed by company vehicle from their headquarters to the place of work designated by Foreman Johnson.*

(C) What rate is paid?

*Ans. Whatever their current rate of pay is.*

11. If a work equipment mechanic works Monday - Thursday on a machine and lays off on Friday, and another mechanic works on the machine on Friday, who does the overtime belong to on Saturday?

*Ans. The work equipment mechanic who worked on this machine Monday through Thursday.*

12. If a mobile system machine operator works all week on a job, then overtime is required on that job on that operator's rest day, who gets the overtime? That operator or an operator normally assigned as an operator on that district who is at home on his off day?

Ans. See answer to Question #8.

13. (A) If the answer to Question #11 is--the work equipment mechanic who worked Monday - Thursday and laid off on Friday--then who is responsible for getting ahold of him to work Saturday? (B) If the answer is the same man and he can't be reached--then what?

Ans. (A) *The Carrier.*

Ans. (B) *Call the senior working mechanic.*

14. Does "continuity of work" supersede seniority in working overtime? Example: Junior machine operator works on bridge Monday - Friday, does he work on the bridge on Saturday ahead of a senior machine operator on the district?

Ans. See answer to Question #8.

15. Same question as Question #14 with B&B employee example.

Ans. See answer to Question #8.

16. Do machine operators continue to run the snow plows on the Rock Island District for snow duty?

Ans. Yes.

17. If a trackman on the Rock Island District is cleaning snow off of the platform at 95th Street during a blizzard and B&B crews are finished with all of their work on the Heritage, Southwest Sub-district, and LaSalle Street, do the B&B crews take over for the trackmen at 95th Street? Do they go home to rest? Or can they go home and file a time claim later against the trackmen at 95th Street per paragraph 3 of item 19 in Side Letter No. 8?

Ans. *None of the above--keep both crews working.*

\* Side Letter No. 8 is re-identified as Appendix O effective with the May 1, 2004 updating and reprinting of the General Rules Agreement.

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**Section 8. Effect of this Agreement:** (a) Subject to the provisions of Section 9, below, the purpose and the effect of this Agreement shall be to fix the general level of compensation, work rules and working conditions, and benefits during the period of this agreement and is in settlement, in its entirety, of all Section 6 Notices served by the Organization.

(b) Subject to the provisions of Section 9, below, this Agreement shall remain in effect through December 31, 2002 and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

(c) Subject to the provisions of Section 9, below, the parties to this Agreement shall not serve nor progress prior to July 1, 2002 (not to become effective until January 1, 2003) any notice or proposal to amend or change any provision or appendix of the April 16, 1984 General Agreement not amended or changed by this Agreement; this Agreement itself; nor any matters not covered thereby. This provision shall not preclude the parties from entering into agreements which are mutually accepted.

**Section 9. Contract Extension:** (a) The wage actions provided for in paragraphs (b) and (c) hereof shall be made, and the terms and conditions of this Agreement shall be extended per paragraph (d) hereof for an additional two-year period, provided the following two conditions are met as of July 1, 2002:

(1) That the basic wage rates for positions at Amtrak and/or Class I freight rail carriers operating in the Chicago metropolitan region comparable to positions as provided for under the April 16, 1984 General Agreement, as amended, remain below applicable NIRC basic wage rates; and

(2) That NIRC does not as a result of negotiations with other labor organizations representing NIRC employees provide wage increases during the two-year extension period (i.e., in years 2003 and 2004) which in aggregate are in excess of those wage increases provided in paragraphs (b) and (c) hereof.

(b) Effective July 1, 2003, all basic rates of pay in effect on June 30, 2003, for employees covered by the April 16, 1984 General Agreement, as amended, shall be increased in the amount of three (3.0) percent.

(c) Effective July 1, 2004, all basic rates of pay in effect on June 30, 2004, for employees covered by the April 16, 1984 General Agreement, as amended, shall be increased in the amount of three (3.0) percent.

(d) In the event the provisions of this section are executed per the conditions as set forth in paragraph (a) hereof, this Agreement shall remain in effect through December 31, 2004 and the moratorium dates as set forth in Section 8, paragraph (c) shall be extended to April 1, 2004 for serving notices for changes to become effective on or after January 1, 2005.

Signed at Chicago, Illinois, this 1st day of November, 1999.

**FOR BROTHERHOOD OF MAINTENANCE  
OF WAY EMPLOYEES (BMWE):**

\_\_\_\_\_/s/ Hayward J. Granier  
General Chairman

\_\_\_\_\_/s/ Mark S. Wimmer  
General Chairman

\_\_\_\_\_/s/ Richard L. Taylor  
General Chairman

**APPROVED:**

\_\_\_\_\_/s/ Richard A. Lau  
Vice President

\_\_\_\_\_/s/ Ernie L. Torske  
Vice President

**FOR NORTHEAST ILLINOIS REGIONAL  
COMMUTER RAILROAD CORPORATION:**

\_\_\_\_\_/s/ Philip A. Pagano  
Executive Director

\_\_\_\_\_/s/ Michael J. Nielsen  
Senior Director, Corporate Administration

\_\_\_\_\_/s/ Jeffrey L. Barton  
Director, Labor Relations

November 1, 1999

Side Letter No. 1

Mr. Hayward J. Granier  
General Chairman  
BMW  
302 E. Broadway, Suite B  
Box 329  
Mayfield, Kentucky 42066-0329

Mr. Mark S. Wimmer  
General Chairman  
BMW  
650 Dodge Avenue  
Elk River, Minnesota 55330

Mr. Richard L. Taylor  
General Chairman  
BMW  
P.O. Box 696  
Moberly, Missouri 65270-1550

Gentlemen:

In connection with adoption of Wage, Rule, and Benefit Agreement today, it is agreed that the attached statement reflects the correct extension of Article II, Sections 1(a), 1(e)(i), and 1(g) of the October 17, 1986, Mediation Case, No. A-11540, which shall be used in application of Section 1 of today's agreement.

Please signify your concurrence in the space provided below.

Sincerely,

/s/ Michael J. Nielsen  
Senior Director, Corporate Administration

Concur:

/s/ Hayward J. Granier  
General Chairman

/s/ Mark S. Wimmer  
General Chairman

/s/ Richard L. Taylor  
General Chairman



**Section 1:**

Following will be adjustment periods to determine if COLA would have been due:

Section 1(a) would have the following added under the three time period columns:

<b><u>Measurement Periods</u></b>				<b><u>Effective Date</u></b>
<b><u>Base Month</u></b>		<b><u>Measurement Month</u></b>		<b><u>Of Adjustment</u></b>
September	1997	March	1998	July 1, 1998
March	1998	September	1998	January 1, 1999
September	1998	March	1999	July 1, 1999
March	1999	September	1999	January 1, 2000
September	1999	March	2000	July 1, 2000
March	2000	September	2000	January 1, 2001
September	2000	March	2001	July 1, 2001
March	2001	September	2001	January 1, 2002
September	2001	March	2002	July 1, 2002
March	2002	September	2002	January 1, 2003

Subject to the conditions set forth in Section 9, paragraph (a) of today's agreement, the three time period columns would be extended as follows:

September	2002	March	2003	July 1, 2003
March	2003	September	2003	January 1, 2004
September	2003	March	2004	July 1, 2004
March	2004	September	2005	January 1, 2005

Section 1(e)(i) would have the following added under the two columns:

<b><u>Effective Date</u></b> <b><u>of Adjustment</u></b>	<b><u>Maximum C.P.I. Increase</u></b> <b><u>which may be taken into Account</u></b>
July 1, 1998	4% of September 1997 CPI
January 1, 1999	8% of September 1997 CPI, less the increase from September 1997 to March 1998
July 1, 1999	4% of September 1998 CPI
January 1, 2000	8% of September 1998 CPI, less the increase from September 1998 to March 1999
July 1, 2000	4% of September 1999 CPI
January 1, 2001	8% of September 1999 CPI, less the increase from September 1999 to March 2000
July 1, 2001	4% of September 2000 CPI

January 1, 2002	8% of September 2000 CPI, less the increase from September 2000 to March 2001
July 1, 2002	4% of September 2001CPI
January 1, 2003	8% of September 2001 CPI, less the increase from September 2001 to March 2002

Subject to the conditions set forth in Section 9, paragraph (a) of today's agreement, the two columns would be extended as follows:

July 1, 2003	4% of September 2002 CPI
January 1, 2004	8% of September 2002 CPI, less the increase from September 2002 to March 2003
July 1, 2004	4% of September 2003 CPI
January 1, 2005	8% of September 2003 CPI, less the increase from September 2003 to March 2004

Section 1(g) would be extended as follows:

(xxvii) Any increase to be paid effective July 1, 1998, is limited to that in excess of 47 cents per hour.

(xxviii) The combined increases, if any, to be paid as a result of the adjustment effective July 1, 1998 and January 1, 1999 are limited to those in excess of 47 cents per hour.

(xxix) Any increase to be paid effective July 1, 1999, is limited to that in excess of 58 cents per hour.

(xxx) The combined increases, if any, to be paid as a result of the adjustments effective July 1, 1999 and January 1, 2000 are limited to those in excess of 58 cents per hour.

(xxxii) Any increase to be paid effective July 1, 2000, is limited to that in excess of 60 cents per hour.

(xxxiii) The combined increases, if any, to be paid as a result of the adjustments effective July 1, 2000 and January 1, 2001 are limited to those in excess of 60 cents per hour.

(xxxiv) Any increase to be paid effective July 1, 2001, is limited to that in excess of 61 cents per hour.

(xxxv) The combined increases, if any, to be paid as a result of the adjustments effective July 1, 2001 and January 1, 2002 are limited to those in excess of 61 cents per hour.

(xxxvi) Any increase to be paid effective July 1, 2002, is limited to that in excess of 63 cents per hour.

(xxxvi) The combined increases, if any, to be paid as a result of the adjustments effective July 1, 2002 and January 1, 2003 are limited to those in excess of 63 cents per hour.

The accumulated COLAs, if any, produced by the calculations for the period beginning July 1, 1998 to January 1, 2003 as BLS Consumer Price Index figures become available, which exceed thirteen (13) cents, would be added to NIRCRC basic hourly wages on January 1, 2003. There would not be any interim adjustments during this period of time.

Subject to the conditions set forth in Section 9, paragraph (a) of today's agreement, Section 1(g) would be extended as follows:

(xxxvii) Any increase to be paid effective July 1, 2003, is limited to that in excess of 65 cents per hour.

(xxxviii) The combined increases, if any, to be paid as a result of the adjustments effective July 1, 2003 and January 1, 2004 are limited to those in excess of 65 cents per hour.

(xxxix) Any increase to be paid effective July 1, 2004, is limited to that in excess of 67 cents per hour.

(xxxx) The combined increases, if any, to be paid as a result of the adjustments effective July 1, 2004 and January 1, 2005 are limited to those in excess of 67 cents per hour.

The accumulated COLAs, if any, produced by the calculations for the period beginning July 1, 2003 to January 1, 2005 as BLS Consumer Price Index figures become available, which exceed thirteen (13) cents, would be added to NIRCRC basic hourly wages on January 1, 2005. There would not be any interim adjustments during this period of time.

November 1, 1999

Side Letter No. 2

Mr. Hayward J. Granier  
General Chairman  
BMW  
302 E. Broadway, Suite B  
Box 329  
Mayfield, Kentucky 42066-0329

Mr. Mark S. Wimmer  
General Chairman  
BMW  
650 Dodge Avenue  
Elk River, Minnesota 55330

Mr. Richard L. Taylor  
General Chairman  
BMW  
P.O. Box 696  
Moberly, Missouri 65270-1550

Gentlemen:

In connection with adoption of Wage, Rule, and Benefit Agreement today, it is understood that, with respect to Section 3. Pension Plan, the parties will work cooperatively to establish the necessary arrangements for implementing the plan as quickly as possible. It is further understood that carrier payments into the plan, as provided for under Section 3, shall be made beginning with the effective date of January 1, 1999.

Please signify your concurrence in the space provided below.

Sincerely,

/s/ Michael J. Nielsen  
Senior Director, Corporate Administration

Concur:

/s/ Hayward J. Granier  
General Chairman

/s/ Mark S. Wimmer  
General Chairman

/s/ Richard L. Taylor  
General Chairman

November 1, 1999

Side Letter No. 3

Mr. Hayward J. Granier  
General Chairman  
BMW  
302 E. Broadway, Suite B  
Box 329  
Mayfield, Kentucky 42066-0329

Mr. Mark S. Wimmer  
General Chairman  
BMW  
650 Dodge Avenue  
Elk River, Minnesota 55330

Mr. Richard L. Taylor  
General Chairman  
BMW  
P.O. Box 696  
Moberly, Missouri 65270-1550

Gentlemen:

In connection with adoption of the Wage, Rule and Benefit Agreement today, it is understood that, with respect to Section 3. Pension Plan, it is NIRC's intention to contribute to the selected Pension Plan for each hour paid at the straight time rate. Accordingly, NIRC will contribute to the Plan at the agreed-to cents per hour rate, as set forth, up to, but not exceeding, a maximum of 174 hours per month.

Please signify your concurrence in the space provided below.

Sincerely,

/s/ Michael J. Nielsen  
Senior Director, Corporate Administration

Concur:

/s/ Hayward J. Granier  
General Chairman

/s/ Mark S. Wimmer  
General Chairman

/s/ Richard L. Taylor  
General Chairman

November 1, 1999

Side Letter No. 4

Mr. Hayward J. Granier  
General Chairman  
BMW  
302 E. Broadway, Suite B  
Box 329  
Mayfield, Kentucky 42066-0329

Mr. Mark S. Wimmer  
General Chairman  
BMW  
650 Dodge Avenue  
Elk River, Minnesota 55330

Mr. Richard L. Taylor  
General Chairman  
BMW  
P.O. Box 696  
Moberly, Missouri 65270-1550

Gentlemen:

In connection with adoption of Wage, Rule, and Benefit Agreement today, it is understood that, with respect to Section 5. Lump Sum Bonus Payment, employees will be given an election form on which they will indicate their preferred method for receiving the payment and, specifically, whether or not they want to have all or some portion of the payment placed in their deferred compensation plan. In further regard to Section 5, it is also understood that the payment to be made pursuant to paragraph (a) thereof shall be made within forty-five (45) days of today's date.

Please signify your concurrence in the space provided below.

Sincerely,

/s/ Michael J. Nielsen  
Senior Director, Corporate Administration

Concur:

/s/ Hayward J. Granier  
General Chairman

/s/ Mark S. Wimmer  
General Chairman

/s/ Richard L. Taylor  
General Chairman

November 1, 1999

Side Letter No. 5

Mr. Hayward J. Granier  
General Chairman  
BMW  
302 E. Broadway, Suite B  
Box 329  
Mayfield, Kentucky 42066-0329

Mr. Mark S. Wimmer  
General Chairman  
BMW  
650 Dodge Avenue  
Elk River, Minnesota 55330

Mr. Richard L. Taylor  
General Chairman  
BMW  
P.O. Box 696  
Moberly, Missouri 65270-1550

Gentlemen:

In connection with adoption of Wage, Rule, and Benefit Agreement today, it is understood that, with respect to Section 5. Lump Sum Bonus Payment, the employee referenced in paragraph (b), who is "in service on the effective date of this Agreement," refers to an employee covered by this agreement who maintains an employment relationship with NIRC on that date.

It is also agreed that, with respect to Section 5. Lump Sum Bonus Payment, paragraph (d), an employee who is coincidentally eligible to receive a comparable bonus or lump sum payment under another agreement applicable to NIRC that exceeds the payment amount provided under paragraph (a), thereof, will be allowed to receive the greater of the payments; however, it remains our understanding that such an employee shall not receive duplicate payments.

Please signify your concurrence in the space provided below.

Sincerely,

/s/ Michael J. Nielsen  
Senior Director, Corporate Administration

Concur:

/s/ Hayward J. Granier  
General Chairman

/s/ Mark S. Wimmer  
General Chairman

/s/ Richard L. Taylor  
General Chairman

November 1, 1999

Side Letter No. 6

Mr. Hayward J. Granier  
General Chairman  
BMW  
302 E. Broadway, Suite B  
Box 329  
Mayfield, Kentucky 42066-0329

Mr. Mark S. Wimmer  
General Chairman  
BMW  
650 Dodge Avenue  
Elk River, Minnesota 55330

Mr. Richard L. Taylor  
General Chairman  
BMW  
P.O. Box 696  
Moberly, Missouri 65270-1550

Gentlemen:

In connection with adoption of Wage, Rule, and Benefit Agreement today, the basic rates of pay as set forth in Appendix A of the General Agreement to become effective on January 1, 1999, following application of the general wage adjustments provided for in Section 6(a). General Wage Increases, shall be as follows:

<b><u>Classification</u></b>	<b><u>Hourly Rates Of Pay January 1, 1999</u></b>
B&B Foreman	\$ 20.25/hr.
B&B Assistant Foreman	19.09/hr.
B&B Mechanic	18.89/hr.
B&B Assistant Mechanic	18.75/hr.
Track Inspector	20.39/hr.
Track Foreman	20.25/hr.
Track Assistant Foreman	19.09/hr.
Track Clean-Up Foreman	19.89/hr.
Trackman	17.42/hr.
Track Rider	17.99/hr.
Welding Foreman	20.25/hr.
Welder	19.25/hr.
Assistant Welder	18.82/hr.
W.S. Foreman	20.48/hr.
W.S. Assistant Foreman	19.69/hr.
W.S. Mechanic	19.45/hr.
W.S. Assistant Mechanic	19.34/hr.



November 1, 1999  
Page Two

Work Equipment Mechanic	20.73/hr.
Work Equipment Assistant Mechanic	19.45/hr.
Work Equipment Operator:	
Group A, Rank 1, Class A	20.25/hr.
Group A, Rank 1, Class B	19.66/hr.
Group A, Rank 2, Class A	19.15/hr.

DIFFERENTIALS

1. A Bridge & Building Mechanic when engaged in Welding work in his classification shall receive twenty-five (25) cents per hour over his Mechanic's hourly rate.
2. Bridge & Building Foremen, Assistant Foremen, Mechanics or Assistant Mechanics when assigned to CATENARY GANGS will receive forty (40) cents per hour over their respective hourly rate.
3. Employees assigned to work ten (10) hours per day, four days per week, whose assigned workweek includes **Saturday and Sunday** shall be allowed a one (1) dollar per hour differential for all hours or portion of hours worked in addition to any other applicable differentials in effect.
4. Employees assigned to work ten (10) hours per day, four days per week, whose assigned workweek includes **Saturday or Sunday but not both** shall be allowed a fifty (50) cents per hour differential for all hours or portion of hours worked in addition to any other applicable differentials in effect.

Please signify your concurrence in the space provided below.

Sincerely,

\_\_\_\_\_  
/s/ Michael J. Nielsen  
Senior Director, Corporate Administration

Concur:

\_\_\_\_\_  
/s/ Hayward J. Granier  
General Chairman

\_\_\_\_\_  
/s/ Mark S. Wimmer  
General Chairman

\_\_\_\_\_  
/s/ Richard L. Taylor  
General Chairman

November 1, 1999

Side Letter No. 7

Mr. Hayward J. Granier  
General Chairman  
BMW  
302 E. Broadway, Suite B  
Box 329  
Mayfield, Kentucky 42066-0329

Mr. Mark S. Wimmer  
General Chairman  
BMW  
650 Dodge Avenue  
Elk River, Minnesota 55330

Mr. Richard L. Taylor  
General Chairman  
BMW  
P.O. Box 696  
Moberly, Missouri 65270-1550

Gentlemen:

In connection with adoption of Wage, Rule, and Benefit Agreement today, it is agreed that the following shall govern the payment of retroactive wage adjustments resulting from the January 1, 1999 general wage increase as provided for in Section 6(a). Specifically, retroactive wage adjustments shall be paid in a single separate check, subject to all regular and normally applicable payroll tax withholdings. It is NIRC's intention to make this retroactive wage payment within forty-five (45) days of today's date. It is also understood that such retroactive wage adjustments shall be due only to employees subject to this Agreement who have performed service during the period January 1, 1999 through today's date and who have continued their employment relationship up to today's date or in the meantime have either died or retired.

Please signify your concurrence in the space provided below.

Sincerely,

/s/ Michael J. Nielsen  
Senior Director, Corporate Administration

Concur:

/s/ Hayward J. Granier  
General Chairman

/s/ Mark S. Wimmer  
General Chairman

/s/ Richard L. Taylor  
General Chairman

November 1, 1999

Side Letter No. 8

Mr. Hayward J. Granier  
General Chairman  
BMW  
302 E. Broadway, Suite B  
Box 329  
Mayfield, Kentucky 42066-0329

Mr. Mark S. Wimmer  
General Chairman  
BMW  
650 Dodge Avenue  
Elk River, Minnesota 55330

Mr. Richard L. Taylor  
General Chairman  
BMW  
P.O. Box 696  
Moberly, Missouri 65270-1550

Gentlemen:

In connection with adoption of Wage, Rule, and Benefit Agreement today, it is understood that the provisions of Rule 27. Entry Rates of Pay, as revised in Section 7, will be applied prospectively, to the extent provided, to those NIRC employees covered by this agreement who are currently at some step in their rate progression.

Please signify your concurrence in the space provided below.

Sincerely,

/s/ Michael J. Nielsen  
Senior Director, Corporate Administration

Concur:

/s/ Hayward J. Granier  
General Chairman

/s/ Mark S. Wimmer  
General Chairman

/s/ Richard L. Taylor  
General Chairman

November 1, 1999

Side Letter No. 9

Mr. Hayward J. Granier  
General Chairman  
BMW  
302 E. Broadway, Suite B  
Box 329  
Mayfield, Kentucky 42066-0329

Mr. Mark S. Wimmer  
General Chairman  
BMW  
650 Dodge Avenue  
Elk River, Minnesota 55330

Mr. Richard L. Taylor  
General Chairman  
BMW  
P.O. Box 696  
Moberly, Missouri 65270-1550

Gentlemen:

In connection with adoption of Wage, Rule, and Benefit Agreement today, and the revisions to Rule 27. Entry Rates of Pay as set forth in Section 7 of the Agreement, it is understood that an employee will receive full credit toward completion of their entry rate progression during each of the three twelve (12) calendar month periods, subject to the following provisions:

1. The employee must have at least six (6) months of compensated service within the craft during each twelve (12) calendar month period;
2. The employee cannot advance to the next rate progression category until at least twelve (12) calendar months after establishing seniority or after receiving a rate progression increase under Rule 27.

In the event that an employee, due to being furloughed, is unable to perform at least six (6) months of compensated service in the twelve (12) months after being hired or completing a rate progression period, the employee will be required to perform additional service necessary to complete the six (6) month requirement before progressing to the next rate progression period. Completion of the six (6) months of compensated service shall establish the beginning date of the next rate progression period, except when such service completes the employee's third and final rate progression period and the employee qualifies for payment of 100% of the applicable rate.

The attached examples are provided to clarify this understanding and to serve as a guide in applying Rule 27, as amended.

November 1, 1999  
Page Two

Please signify your concurrence in the space provided below.

Sincerely,

/s/ Michael J. Nielsen  
Senior Director, Corporate Administration

Concur:

/s/ Hayward J. Granier  
General Chairman

/s/ Mark S. Wimmer  
General Chairman

/s/ Richard L. Taylor  
General Chairman

**Attachment to Side Letter No. 9**

Example 1: Employee A is hired on May 1, 1999. He works 6 ½ months and is furloughed on November 15, 1999. He returns to work on March 1, 2000, works 8 months, and is furloughed on November 1, 2000. He returns to work on March 15, 2001, works another 8 months, and is furloughed October 15, 2001. He returns to work March 1, 2002, works 8 ½ months, and is furloughed November 15, 2002. How does Rule 27, as amended, apply?

<b>Rate Progression Periods</b>	<b>Actual Time Worked During Each Period</b>	<b>Applicable Entry Rate the Employee Would be Paid</b>
First Period: 5/1/99 - 4/30/00	5/1/99 - 11/15/99 (6 ½ months)	80% of applicable rate
	3/1/00 - 4/30/00 (2 months)	80% of applicable rate
Second Period: 5/1/00 - 4/30/01	5/1/00 - 11/1/00 (6 months)	90% of applicable rate
	3/15/01 - 4/30/01 (1 ½ months)	90% of applicable rate
Third Period: 5/1/01 - 4/30/02	5/1/01 - 10/15/01 (6 ½ months)	95% of applicable rate
	3/1/02 - 4/30/02 (2 months)	95% of applicable rate
	5/1/02 - 11/15/02 (6 ½ months) (and thereafter)	100% of applicable rate

**Attachment to Side Letter No. 9**

Example 2: Employee B is hired on May 1, 1999. He works 6 ½ months and is furloughed on November 15, 1999. He returns to work on June 15, 2000, works 4 ½ months, and is furloughed on November 1, 2000. He returns to work on May 1, 2001, works another 5 ½ months, and is furloughed October 15, 2001. He returns to work on May 1, 2002, works 6 ½ months, and is furloughed November 15, 2002. How does Rule 27, as amended, apply?

<b>Rage Progression Periods</b>	<b>Actual Time Worked During Each Period</b>	<b>Applicable Entry Rate the Employee Would be Paid</b>
First Period: 5/1/99 - 4/30/00	5/1/99 - 11/15/99 (6 ½ months)	80% of applicable rate
Second Period: 5/1/00 - 6/15/01	6/15/00 - 11/1/00 (4 ½ months)	90% of applicable rate
	5/1/01 - 6/15/01 (1 ½ months)	90% of applicable rate
Third Period: 6/16/01 - 6/30/02	6/16/01 - 10/15/01 (4 months)	95% of applicable rate
	5/1/02 - 6/30/02 (2 months)	95% of applicable rate
	7/1/02 - 11/15/02 (4 ½ months) (and thereafter)	100% of applicable rate

November 1, 1999

Side Letter No. 10

Mr. Hayward J. Granier  
General Chairman  
BMW  
302 E. Broadway, Suite B  
Box 329  
Mayfield, Kentucky 42066-0329

Mr. Mark S. Wimmer  
General Chairman  
BMW  
650 Dodge Avenue  
Elk River, Minnesota 55330

Mr. Richard L. Taylor  
General Chairman  
BMW  
P.O. Box 696  
Moberly, Missouri 65270-1550

Gentlemen:

In connection with adoption of Wage, Rule, and Benefit Agreement today, it is agreed that, in regard to the Sick Leave Reserve Account, as provided for in Appendix R. Sick Leave, employees subject to this agreement hired after today's date will receive an initial bank of five (5) days in their Sick Leave Reserve Account, upon retaining seniority for a period of one year. In application of this provision, an initial bank of five (5) days will also be established for any employees subject to this agreement who were hired by the Carrier between July 1, 1994 and today's date and have completed one or more years of service. If they have not yet completed their one year of service, such employees will receive their initial bank of five (5) days once the one year of service is achieved. This handling will satisfy any pending or future claims regarding the former application of the initial bank of days in the Sick Leave Reserve Account as originally provided for under previous Appendix R. Sick Leave.

Please signify your concurrence in the space provided below.

Sincerely,

/s/ Michael J. Nielsen  
Senior Director, Corporate Administration

Concur:

/s/ Hayward J. Granier  
General Chairman

/s/ Mark S. Wimmer  
General Chairman

/s/ Richard L. Taylor  
General Chairman

NOTE: The provisions of Appendix R, are incorporated into the General Rules Agreement as Rule 38(B), effective with the May 1, 2004 updating and reprinting of the General Rules Agreement.



November 1, 1999

Side Letter No. 11

Mr. Hayward J. Granier  
General Chairman  
BMW  
302 E. Broadway, Suite B  
Box 329  
Mayfield, Kentucky 42066-0329

Mr. Mark S. Wimmer  
General Chairman  
BMW  
650 Dodge Avenue  
Elk River, Minnesota 55330

Mr. Richard L. Taylor  
General Chairman  
BMW  
P.O. Box 696  
Moberly, Missouri 65270-1550

Gentlemen:

In connection with adoption of Wage, Rule, and Benefit Agreement today, it is agreed that, with respect to Appendix R. Sick Leave, as amended, the term "upon permanent separation from the Carrier" as referred to in paragraphs (b)(v) and (b)(vi) thereof shall be defined as retirement pursuant to the provisions of the Railroad Retirement Act, voluntary resignation from the Carrier, and death. Dismissal for cause and transfer or promotion to another position at the Carrier would not be included. In this latter case of transfer or promotion, however, the employee would retain whatever days he or she has in their Reserve Account provided the employee maintains a seniority relationship with the Organization signatory hereto. Such retained accumulated days would then be "cashed-out" upon the employee's permanent separation from the Carrier (i.e., death, retirement pursuant to the Railroad Retirement Act, or a total voluntary resignation from the Carrier). Otherwise, any accumulated days in the Reserve Account shall be "lost" upon the employee forfeiting or severing his seniority relationship with the Organization.

Please signify your concurrence in the space provided below.

Sincerely,

/s/ Michael J. Nielsen  
Senior Director, Corporate Administration

Concur:

/s/ Hayward J. Granier  
General Chairman

/s/ Mark S. Wimmer  
General Chairman

/s/ Richard L. Taylor  
General Chairman

NOTE: The provisions of Appendix R, as amended, are incorporated into the General Rules Agreement as Rule 38(B), effective with the May 1, 2004 updating and reprinting of the General Rules Agreement.

November 1, 1999

Side Letter No. 12

Mr. Hayward J. Granier  
General Chairman  
BMW  
302 E. Broadway, Suite B  
Box 329  
Mayfield, Kentucky 42066-0329

Mr. Mark S. Wimmer  
General Chairman  
BMW  
650 Dodge Avenue  
Elk River, Minnesota 55330

Mr. Richard L. Taylor  
General Chairman  
BMW  
P.O. Box 696  
Moberly, Missouri 65270-1550

Gentlemen:

In connection with adoption of Wage, Rule, and Benefit Agreement today, it is agreed that previous Side Letters, dated July 1, 1994, regarding the initial establishment of the then new Sick Leave Rule, are hereby deleted from the April 16, 1984 Agreement, as amended. It is further agreed that the following Side Letter will be added:

Side Letter No. \_\_\_\_\_

*Gentlemen:*

*In connection with adoption of Wage, Rule and Benefit Agreement today, specifically, with respect to new paragraph (c) of Appendix R. Sick Leave, it is understood that authorized paid leave means leave taken under applicable jury duty, personal leave, vacation, bereavement, holiday, and other authorized paid non-sick leave provisions. Six hours of compensation on any regular assigned work day shall constitute a work day and not detract from perfect attendance so long as the employee is authorized to work less than eight hours. Unauthorized incidents of lateness or unauthorized early quits will constitute absences which detract from a perfect attendance record.*

*It is further understood that employees absent due to BMW authorized business shall not be denied benefits of paragraph (c) nor will such absences detract from a perfect attendance record.*

November 1, 1999  
Page Two

Please signify your concurrence in the space provided below.

Sincerely,

/s/ Michael J. Nielsen  
Senior Director, Corporate Administration

Concur:

/s/ Hayward J. Granier  
General Chairman

/s/ Mark S. Wimmer  
General Chairman

/s/ Richard L. Taylor  
General Chairman

NOTE: The provisions of Appendix R, as amended, are incorporated into the General Rules Agreement as Rule 38(B), effective with the May 1, 2004 updating and reprinting of the General Rules Agreement.

November 1, 1999

Side Letter No. 13

Mr. Hayward J. Granier  
General Chairman  
BMW  
302 E. Broadway, Suite B  
Box 329  
Mayfield, Kentucky 42066-0329

Mr. Mark S. Wimmer  
General Chairman  
BMW  
650 Dodge Avenue  
Elk River, Minnesota 55330

Mr. Ricard L. Taylor  
General Chairman  
BMW  
P.O. Box 696  
Moberly, Missouri 65270-1550

Gentlemen:

In connection with adoption of Wage, Rule, and Benefit Agreement today, it is understood that the two-year contract extension, pursuant to Section 9, will be automatically executed provided the conditions of paragraph (a) thereof are met. Further, it is also understood that all terms and conditions of this Agreement will be fully enforced during the two-year extension period, as defined in Section 9, and no notice or proposal to change or amend this Agreement shall be progressed per Section 8, paragraph (c). If, however, during the period, July 1, 2002 through December 31, 2004, circumstances develop which negate such compliance with the conditions of Section 9, paragraph (a), the Organization signatory hereto shall be free to serve appropriate notice or proposal to amend this Agreement in accordance with the provisions of the Railway Labor Act. Once such notice or proposal is properly served, any remaining wage, benefit, and/or pension plan increases not otherwise previously implemented under the terms of today's agreement shall be cancelled.

Please signify your concurrence in the space provided below.

Sincerely,

/s/ Michael J. Nielsen  
Senior Director, Corporate Administration

Concur:

/s/ Hayward J. Granier  
General Chairman

/s/ Mark S. Wimmer  
General Chairman

/s/ Richard L. Taylor  
General Chairman

November 1, 1999

Side Letter No. 14

Mr. Hayward J. Granier  
General Chairman  
BMW  
302 E. Broadway, Suite B  
Box 329  
Mayfield, Kentucky 42066-0329

Mr. Mark S. Wimmer  
General Chairman  
BMW  
650 Dodge Avenue  
Elk River, Minnesota 55330

Mr. Richard L. Taylor  
General Chairman  
BMW  
P.O. Box 696  
Moberly, Missouri 65270-1550

Gentlemen:

In connection with adoption of Wage, Rule, and Benefit Agreement today, it is agreed that, with respect to Section 9. Contract Extension, the methodology to be used in making the basic wage rate comparison called for in paragraph (a)(1) will be to average the respective Chicago area rates of pay then in effect for comparable maintenance of way positions at Amtrak, Union Pacific, Burlington Northern Santa Fe, Illinois Central, and CP/SOO, or their successors. The full 100% rate of pay will be used in all instances.

Please signify your concurrence in the space provided below.

Sincerely,

/s/ Michael J. Nielsen  
Senior Director, Corporate Administration

Concur:

/s/ Hayward J. Granier  
General Chairman

/s/ Mark S. Wimmer  
General Chairman

/s/ Richard L. Taylor  
General Chairman

November 1, 1999

Side Letter No. 15

Mr. Hayward J. Granier  
General Chairman  
BMW  
302 E. Broadway, Suite B  
Box 329  
Mayfield, Kentucky 42066-0329

Mr. Mark S. Wimmer  
General Chairman  
BMW  
650 Dodge Avenue  
Elk River, Minnesota 55330

Mr. Richard L. Taylor  
General Chairman  
BMW  
P.O. Box 696  
Moberly, Missouri 65270-1550

Gentlemen:

In connection with adoption of Wage, Rule, and Benefit Agreement today, it is understood that the provisions of Side Letter No. 12, dated December 18, 1992, will be continued during the term of the agreement and that the "Employment Assurance" list will be updated in accordance with the procedures as set forth therein and the Carrier will provide a copy of the core positions to each General Chairman.

Please signify your concurrence in the space provided below.

Sincerely,

/s/ Michael J. Nielsen  
Senior Director, Corporate Administration

Concur:

/s/ Hayward J. Granier  
General Chairman

/s/ Mark S. Wimmer  
General Chairman

/s/ Richard L. Taylor  
General Chairman

November 1, 1999

Side Letter No. 16

Mr. Hayward J. Granier  
General Chairman  
BMW  
302 E. Broadway, Suite B  
Box 329  
Mayfield, Kentucky 42066-0329

Mr. Mark S. Wimmer  
General Chairman  
BMW  
650 Dodge Avenue  
Elk River, Minnesota 55330

Mr. Richard L. Taylor  
General Chairman  
BMW  
P.O. Box 696  
Moberly, Missouri 65270-1550

Gentlemen:

In discussions leading up to the adoption of the Wage, Rule, and Benefit Agreement today, concerns were raised regarding the seniority of existing BMW-represented employees within the Welding Sub-Department in the event the Carrier should acquire another railroad line and assume employees holding Welding Foreman seniority.

As you know, while the current General Agreement between the BMW and NIRC contains a distinct seniority classification of Welding Foreman, the Carrier currently does not utilize that classification. The Organization's concern is that, should additional employees be assimilated into the system already holding seniority in the Welding Foreman classification, these new or additional employees may gain an advantage inasmuch as current employees have not had an opportunity to establish a date in that seniority classification.

In our recent negotiations, several proposals were discussed to address this concern. Following extensive review, the parties agreed a letter of the Carrier's position on the issue would be the appropriate manner in which to handle this matter. Accordingly, the Carrier offers the following assurance:

*The Carrier continues to consider several possible service expansions as part of its long term transportation plan. If these service expansions become a reality, it is possible some of those service expansions could involve the assumption of new employees. While the seniority of such employees is subject to negotiation with employee representatives at that time, it has been the position of the Carrier to seek agreements that add acquired employees into existing seniority rosters and provide all employees with prior right protection.*

November 1, 1999  
Page Two

*In application thereof, in the event a group of employees is acquired who hold seniority in a classification of "Welding Foreman," those employees would continue to retain and exercise seniority in that classification on their prior righted territory. Conversely, employees holding rights in classifications in the Welding Sub-Department would have superior rights to Foreman positions on their prior rights operating district(s). In other words, the acquiring of additional BMW-represented employees holding Welding Foreman rights would not have an adverse effect on work opportunities of employees of NIRC at the time of the acquisition.*

We trust that the above assurance adequately addresses the concerns of the Organization.

Sincerely,

/s/ Michael J. Nielsen  
Senior Director, Corporate Administration



November 1, 1999

Side Letter No. 17

Mr. Hayward J. Granier  
General Chairman  
BMW  
302 E. Broadway, Suite B  
Box 329  
Mayfield, Kentucky 42066-0329

Mr. Mark S. Wimmer  
General Chairman  
BMW  
650 Dodge Avenue  
Elk River, Minnesota 55330

Mr. Richard L. Taylor  
General Chairman  
BMW  
P.O. Box 696  
Moberly, Missouri 65270-1550

Gentlemen:

In connection with adoption of Wage, Rule, and Benefit Agreement today, the Organization sought the Carrier's commitment with regard to the completion of work at grade crossing projects. While the Carrier retains its rights as identified in Rule 1(c) of the General Agreement, NIRC hereby expresses its intention to obtain a piece of heavy equipment, commonly referred to as a "Crawler Excavator," during the coming year, in order to minimize instances where the work performed with this type of equipment would need to be contracted out.

In addition, this will serve as NIRC's assurance that the Carrier intends on retaining its dump truck (including the trailer and front-end loader).

The Carrier intends to make every effort to schedule work involving these pieces of equipment to maximize their utilization. The result of such scheduling will be to reduce the contracting out of work related thereto.

Please signify your concurrence in the space provided below.

Sincerely,

/s/ Michael J. Nielsen  
Senior Director, Corporate Administration

Concur:

/s/ Hayward J. Granier  
General Chairman

/s/ Mark S. Wimmer  
General Chairman

/s/ Richard L. Taylor  
General Chairman

November 1, 1999

Side Letter No. 18

Mr. Hayward J. Granier  
General Chairman  
BMW  
302 E. Broadway, Suite B  
Box 329  
Mayfield, Kentucky 42066-0329

Mr. Mark S. Wimmer  
General Chairman  
BMW  
650 Dodge Avenue  
Elk River, Minnesota 55330

Mr. Richard L. Taylor  
General Chairman  
BMW  
P.O. Box 696  
Moberly, Missouri 65270-1550

Gentlemen:

This is in regard to discussions concerning Carrier's application of Rule 15 of the BMW/NIRC General Agreement as stated in ENGINEERING DEPARTMENT SPECIAL INSTRUCTION NO. 19, issued January 2, 1998, and meal periods in general.

Without prejudice to the position of either party on this issue, the Engineering Department has agreed to delete items from those Special Instructions which set a limit of seven (7) dollars on meals.

Inasmuch as both the Company and the Union share in enforcement of the Agreement, it is our hope that an adequate explanation will be made to the employees better defining "necessary expense" in order to avoid further confusion on this issue.

Sincerely,

/s/ Michael J. Nielsen  
Senior Director, Corporate Administration



## APPENDIX K

### Addendum

#### CONTRACT EXTENSION

**MEMORANDUM OF AGREEMENT** between the Northeast Illinois Regional Commuter Railroad Corporation and the Brotherhood of Maintenance of Way Employees, witnesseth:

#### **IT IS HEREBY AGREED:**

Effective November 11, 2002, this Memorandum of Agreement shall be included as an addendum to the Wage, Rule, and Benefit Agreement, dated November 1, 1999, the purpose of which shall be to extend the terms and conditions of such Wage, Rule, and Benefit Agreement for an additional three year period and to incorporate the following additional actions as set forth below:

**Section 1. Health and Welfare:** During the term of the November 1, 1999, Wage, Rule, and Benefit Agreement as hereby extended, the Carrier shall remit in their entirety such premiums per qualifying employee necessary to continue in force all nationally negotiated Health and Welfare coverages applicable to the Organization signatory hereto, including but not limited to those under GA23000, GP12000, GA46000, Supplemental Sickness Policy R-5000, and Off-Track Vehicle Accident Plan.

**Section 2. Cost of Living Adjustment:** Effective January 1, 2008, all basic hourly rates of pay in effect on December 31, 2007, for employees covered by this Agreement, shall be increased by the excess cents per hour above thirteen cents (13¢), if any, calculated on a continued basis under formula criteria contained in Article II of Mediation Agreement, Case No. A-11540, dated October 17, 1986.

**Section 3. Lump Sum Bonus Payment:** (a) Effective July 1, 2005, each employee subject to this Agreement shall receive a lump sum bonus payment equal to two and one-half (2.5) percent of prior year 2004 gross NIRC earnings, with a minimum one thousand two hundred dollar (\$1,200) payment.

(b) To qualify for the lump sum bonus payment as provided for herein, the employee must be in service on the effective date of the payment or during the preceding twelve month calendar period have retired pursuant to the provisions of the Railroad Retirement Act or have died.

(c) Employees entitled to the lump sum bonus payment as provided for herein shall have the option of receiving the payment in a separate paycheck or they may elect to place all or a portion of the payment into their deferred compensation plan, subject in either case to any applicable tax withholdings as may be required by state and/or federal law.

(d) There shall be no duplication of the lump sum bonus payment provided herein to employees who coincidentally are subject to any other labor agreement applicable to NIRC, irrespective of the manner in which the payment is calculated or how the payment is received by the employee.

**Section 4. General Wage Increases:** (a) Effective July 1, 2006, all basic rates of pay in effect on June 30, 2006 for employees covered by the April 16, 1984 General Agreement, as amended, shall be increased in the amount of two and one-half (2.5) percent.

(b) Effective July 1, 2007, all basic rates of pay in effect on June 30, 2007 for employees covered by the April 16, 1984 General Agreement, as amended, shall be increased in the amount of two and one-half (2.5) percent.

(c) Rates of pay resulting from application of paragraphs (a) and (b) above, which end in fractions of a cent, shall be rounded to the nearest whole cent: fractions less than one-half cent shall be dropped and fractions of one-half cent or more shall be increased to the nearest full cent.

**Section 5. Pension Plan:** (a) Effective July 1, 2005, the contribution rate as set forth in Section 3(a) of the November 1, 1999 Wage, Rule, and Benefit Agreement shall be increased to forty-five cents (45¢) per each straight time hour.

(b) Effective July 1, 2006, the contribution rate as set forth in Section 3(a) of the November 1, 1999 Wage, Rule, and Benefit Agreement shall be increased to fifty cents (50¢) per each straight time hour.

(c) Effective July 1, 2007, the contribution rate as set forth in Section 3(a) of the November 1, 1999 Wage, Rule, and Benefit Agreement shall be increased to fifty-five cents (55¢) per each straight time hour.

**Section 6. Effect of this Agreement:** Effective with the signing of this Agreement, it is understood and agreed that the effect of agreement and moratorium provisions as set forth in Sections 8 and 9 of the November 1, 1999 Wage, Rule, and Benefit Agreement shall be revised and extended so as to provide the following:

- (1) That the Wage, Rule, and Benefit Agreement, dated November 1, 1999, shall remain in effect until December 31, 2007 and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended; and
- (2) That the parties to this Agreement shall not serve nor progress prior to April 1, 2007 (not to become effective until January 1, 2008) any notice or proposal to amend or change any provision or appendix of the April 16, 1984 General Agreement not amended or changed by this Agreement or the November 1, 1999 Wage, Rule, and Benefit Agreement; the November 1, 1999 Wage, Rule, and Benefit Agreement itself; this Agreement itself; nor any other matters not covered thereby.

This provision shall not preclude the parties from entering into agreements that are mutually accepted.

Signed at Chicago, Illinois this 11th day of November, 2002

**FOR BROTHERHOOD OF MAINTENANCE  
OF WAY EMPLOYES:**

    /s/ Hayward J. Granier      
General Chairman

    /s/ Mark S. Wimmer      
General Chairman

    /s/ Thomas R. McCoy, Jr.      
General Chairman

**FOR NORTHEAST ILLINOIS REGIONAL  
COMMUTER RAILROAD CORPORATION:**

    /s/ Philip A. Pagano      
Executive Director

    /s/ Michael J. Nielsen      
Senior Director, Corporate Administration

    /s/ Jeffrey L. Barton      
Director, Labor Relations

APPROVED:

    /s/ J.R. (Randy) Cook      
Vice President

    /s/ Leon R. Fenhaus      
Vice President

November 11, 2002

Side Letter No. 1

Mr. Hayward J. Granier  
General Chairman  
BMW  
302 East Broadway, Suite B  
Mayfield, Kentucky 42066-0329

Mr. Mark S. Wimmer  
General Chairman  
BMW  
18921 York Street, N.W.  
Suite F  
Elk River, Minnesota 55330

Mr. Thomas R. McCoy  
General Chairman  
BMW  
730 Greenup Avenue  
Ashland, Kentucky 41101

Gentlemen:

In accordance with Section 6 of today's Memorandum of Agreement, it is agreed that the attached statement reflects the correct extension of Article II, Sections 1(a), 1(e)(i), and 1(g) of the October 17, 1986 Mediation Case, No. A-11540 during the entire term of the November 1, 1999 Wage, Rule, and Benefit Agreement.

Please signify your concurrence in the space provided below.

Sincerely,

/s/ Michael J. Nielsen  
Senior Director, Corporate Administration

Concur:

/s/ Hayward J. Granier  
General Chairman

/s/ Mark S. Wimmer  
General Chairman

/s/ Thomas R. McCoy, Jr.  
General Chairman

**Section 1:**

Following will be adjustment periods to determine if COLA would have been due:

Section 1(a) would have the following added under the three time period columns:

<b><u>Measurement Periods</u></b>				<b><u>Effective Date</u></b>
<b><u>Base Month</u></b>		<b><u>Measurement Month</u></b>		<b><u>Of Adjustment</u></b>
September	1997	March	1998	July 1, 1998
March	1998	September	1998	January 1, 1999
September	1998	March	1999	July 1, 1999
March	1999	September	1999	January 1, 2000
September	1999	March	2000	July 1, 2000
March	2000	September	2000	January 1, 2001
September	2000	March	2001	July 1, 2001
March	2001	September	2001	January 1, 2002
September	2001	March	2002	July 1, 2002
March	2002	September	2002	January 1, 2003

Subject to the conditions set forth in Section 9, paragraph (a) of the November 1, 1999 Wage, Rule, and Benefit Agreement, the three time period columns would be extended as follows:

September	2002	March	2003	July 1, 2003
March	2003	September	2003	January 1, 2004
September	2003	March	2004	July 1, 2004
March	2004	September	2004	January 1, 2005

Per the provisions of Section 6 of the Memorandum of Agreement, dated November 11, 2002, the three time period columns would be extended as follows:

September	2004	March	2005	July 1, 2005
March	2005	September	2005	January 1, 2006
September	2005	March	2006	July 1, 2006
March	2006	September	2006	January 1, 2007
September	2006	March	2007	July 1, 2007
March	2007	September	2007	January 1, 2008

Section 1(e)(i) would have the following added under the two columns:

<b><u>Effective Date</u></b>	<b><u>Maximum C.P.I. Increase</u></b>
<b><u>of Adjustment</u></b>	<b><u>which may be taken into Account</u></b>
July 1, 1998	4% of September 1997 CPI
January 1, 1999	8% of September 1997 CPI, less the increase from September 1997 to March 1998
July 1, 1999	4% of September 1998 CPI



January 1, 2000	8% of September 1998 CPI, less the increase from September 1998 to March 1999
July 1, 2000	4% of September 1999 CPI
January 1, 2001	8% of September 1999 CPI, less the increase from September 1999 to March 2000
July 1, 2001	4% of September 2000 CPI
January 1, 2002	8% of September 2000 CPI, less the increase from September 2000 to March 2001
July 1, 2002	4% of September 2001 CPI
January 1, 2003	8% of September 2001 CPI, less the increase from September 2001 to March 2002

Subject to the conditions set forth in Section 9, paragraph (a) of the November 1, 1999 Wage, Rule, and Benefit Agreement, the two columns would be extended as follows:

July 1, 2003	4% of September 2002 CPI
January 1, 2004	8% of September 2002 CPI, less the increase from September 2002 to March 2003
July 1, 2004	4% of September 2003 CPI
January 1, 2005	8% of September 2003 CPI, less the increase from September 2003 to March 2004

Per the provisions of Section 6 of the Memorandum of Agreement, dated November 11, 2002, the two columns would be extended as follows:

July 1, 2005	4% of September 2004 CPI
January 1, 2006	8% of September 2004 CPI, less the increase from September 2004 to March 2005
July 1, 2006	4% of September 2005 CPI
January 1, 2007	8% of September 2005 CPI, less the increase from September 2005 to March 2006
July 1, 2007	4% of September 2006 CPI
January 1, 2008	8% of September 2006 CPI, less the increase from September 2006 to March 2007

Section 1(g) would be expanded as follows:

(xxvii) Any increase to be paid effective July 1, 1998, is limited to that in excess of 47 cents per hour.

(xxviii) The combined increases, if any, to be paid as a result of the adjustment effective July 1, 1998 and January 1, 1999 are limited to those in excess of 47 cents per hour.

(xxix) Any increase to be paid effective July 1, 1999, is limited to that in excess of 56 cents per hour.

(xxx) The combined increases, if any, to be paid as a result of the adjustments effective July 1, 1999 and January 1, 2000 are limited to those in excess of 56 cents per hour.

(xxxi) Any increase to be paid effective July 1, 2000, is limited to that in excess of 58 cents per hour.

(xxxii) The combined increases, if any, to be paid as a result of the adjustments effective July 1, 2000 and January 1, 2001 are limited to those in excess of 58 cents per hour.

(xxxiii) Any increase to be paid effective July 1, 2001, is limited to that in excess of 60 cents per hour.

(xxxiv) The combined increases, if any, to be paid as a result of the adjustments effective July 1, 2001 and January 1, 2002 are limited to those in excess of 60 cents per hour.

(xxxv) Any increase to be paid effective July 1, 2002, is limited to that in excess of 62 cents per hour.

(xxxvi) The combined increases, if any, to be paid as a result of the adjustments effective July 1, 2002 and January 1, 2003 are limited to those in excess of 62 cents per hour.

The accumulated COLAs, if any, produced by the calculations for the period beginning July 1, 1998 to January 1, 2003 as BLS Consumer Price Index figures become available, which exceed thirteen (13) cents, would be added to NIRCRC basic hourly wages on January 1, 2003. There would not be any interim adjustments during this period of time.

Subject to the conditions set forth in Section 9, paragraph (a) of the November 1, 1999 Wage, Rule, and Benefit Agreement, Section 1(g) would be extended as follows:

(xxxvii) Any increase to be paid effective July 1, 2003, is limited to that in excess of 64 cents per hour.

(xxxviii) The combined increases, if any, to be paid as a result of the adjustments effective July 1, 2003 and January 1, 2004 are limited to those in excess of 64 cents per hour.

(xxxix) Any increase to be paid effective July 1, 2004, is limited to that in excess of 65 cents per hour.

(xl) The combined increases, if any, to be paid as a result of the adjustments effective July 1, 2004 and January 1, 2005 are limited to those in excess of 65 cents per hour.

The accumulated COLAs, if any, produced by the calculations for the period beginning July 1, 2003 to January 1, 2005 as BLS Consumer Price Index figures become available, which exceed thirteen (13) cents, would be added to NIRCRC basic hourly wages on January 1, 2005. There would not be any interim adjustments during this period of time.

Per the provisions of Section 6 of the Memorandum of Agreement, dated November 11, 2002, Section 1(g) would be extended as follows:

(xli) Any increase to be paid effective July 1, 2005 is limited to that in excess of 56 cents per hour.

(xlii) The combined increases, if any, to be paid as a result of the adjustments effective July 1, 2005 and January 1, 2006 are limited to those in excess of 56 cents per hour.

(xliii) Any increase to be paid effective July 1, 2006 is limited to that in excess of 56 cents per hour.

(xliv) The combined increases, if any, to be paid as a result of the adjustments effective July 1, 2006 and January 1, 2007 are limited to those in excess of 56 cents per hour.

(xlv) Any increase to be paid effective July 1, 2007 is limited to that in excess of 58 cents per hour.

The accumulated COLAs, if any, produced by the calculations for the period beginning July 1, 2005 to January 1, 2008 as BLS Consumer Price Index figures become available, which exceed thirteen (13) cents, would be added to NIRCRC basic hourly rates on January 1, 2008. There would not be any interim adjustments during this period of time.

## APPENDIX L

### SUPPLEMENTAL RETIREMENT PLAN

Effective January 1, 1999, a supplemental retirement plan shall be established for the benefit of employees covered by the General Agreement of April 16, 1984, as amended, with such plan to be administered in accordance with the TCIU Pension Plan, Summary Plan Description, dated January, 1993. The Carrier shall contribute to the Plan at the initial rate of fifteen (15) cents for each hour paid for at the straight-time rate to employees covered by the General Agreement.

(a) Effective July 1, 2001, the contribution rate shall be increased to thirty (30) cents per each straight-time hour.

(b) Effective July 1, 2003, the contribution rate shall be increased to thirty-five (35) cents per each straight-time hour.

(c) Effective July 1, 2004, the contribution rate shall be increased to forty (40) cents per each straight-time hour.

(d) Effective July 1, 2005, the contribution rate shall be increased to forty-five (45) cents per each straight-time hour.

(e) Effective July 1, 2006, the contribution rate shall be increased to fifty (50) cents per each straight-time hour.

(f) Effective July 1, 2007, the contribution rate shall be increased to fifty-five (55) cents per each straight-time hour.

**Section 2.** The contribution to be made to the Plan by the Carrier shall be for each hour paid at the straight-time rate up to, but not exceeding, a maximum of 174 hours per month.

**Section 3.** In connection with establishment of the Plan, employees covered by the General Agreement shall continue to have the right under the Agreement to participate in the 401(k) Plan under which the Carrier is a participating employer.



## APPENDIX M

### SPECIAL BOARD OF ADJUSTMENT

**AGREEMENT** between the Northeast Illinois Regional Commuter Railroad Corporation and the Brotherhood of Maintenance of Way Employees.

#### **IT IS AGREED:**

**Section 1.** There is hereby established, pursuant to the provisions of Section 153, Second of the Railway Labor Act, a Special Board of Adjustment\_\_\_\_\_; hereinafter referred to as the "Board". The Board shall only have jurisdiction over disciplinary disputes involving employees dismissed, suspended, or censured which are submitted to the Board under this Agreement.

**Section 2.** The Board shall consist of three members: the Union and Carrier representatives signatory hereto, or their designees, and a neutral person, hereinafter referred to as the "Referee", who shall be unbiased as between the parties. The Referee shall be selected by the parties, as hereinafter provided, and shall serve, if able and willing to do so, for a term of two years from the date the first dispute is submitted to him under this Agreement. Not less than thirty (30) days before the end of the aforementioned two-year term, the parties shall meet for the purpose of determining whether the Referee shall be selected to serve another, immediately succeeding, two-year term. If the parties do not agree to continue the Referee's services for another two-year term prior to the end of his existing term, he shall be replaced, with appropriate advice to that effect given him jointly by the parties. A replacement Referee shall then be selected for a two-year term as provided in Section 3, below.

**Section 3.** The parties shall meet within thirty (30) days of the date of this Agreement for the purpose of selecting the initial Referee for the Board. If they agree on a Referee and the person selected accepts the appointment, the National Mediation Board shall be advised thereof and requested to arrange for proper certification. If the parties are unable to agree on a Referee, the National Mediation Board may be requested, by either party, to appoint one. All vacancies in the Referee's position, whether for all or part of the two-year term, shall be filled by agreement of the parties or, failing that, by appointment by the National Mediation Board.

**Section 4.** The compensation and expenses of the Referee shall be set and paid by the National Mediation Board pursuant to Section 153, Second of the Railway Labor Act. All other expenses of the Board shall be borne half by the Carrier and half by the Union.

**Section 5.** Any person accepting the assignment as Referee must agree, as a condition of his assignment, to render an award in each dispute submitted to him within sixty (60) days of the date he receives the documents specified in paragraph 7, infra. This sixty (60) day period may be extended only when National Mediation Board funding is suspended. During such suspension of funds, the sixty (60) day period for rendering an award will be extended for as long as funding is suspended. When funding is restored, the award must be rendered within the time remaining in the sixty (60) day period when funding was suspended.

**Section 6.** An employee dismissed, suspended or censured from the Carrier's service who chooses to appeal his hearing decision shall have the right, for a period of thirty (30) days from the date of the Carrier's decision rendered as a result of the hearing prescribed in Rule 18, to elect to (1) handle the appeal through normal channels, under Rule 33, or (2) submit it directly to the Board established by this Agreement for an expedited decision. Election of either option waives all rights to the other. If option (2) is elected, the disciplined employee must give written notification thereof to both the Union and Carrier members of the Board within the above-mentioned thirty (30) day period. A copy of said notice shall be given to the Union's General Chairman and to the Director of Labor Relations. Said notice shall be in the form and contain the provisions prescribed in Attachment A hereto.

**Section 7.** Within thirty (30) days after the dismissed, suspended, or censured employee's written notification of his desire for expedited handling of his appeal is received by the Carrier member of the Board, said member shall arrange to transmit to the Referee one copy of each of the following: (1) notice(s) of investigation(s); (2) transcript(s) of investigation(s); (3) notice of dismissal, suspension, or censure; (4) dismissed, suspended, or censured employee's service record; and (5) a copy of Rule 32 of the General Agreement. Copies of these materials, as well as a copy of the letter transmitting them to the Referee, shall be given to the Union member of the Board, who, in turn, shall promptly arrange to advise the National Mediation Board that the appeal has been docketed for disposition by the Board.

**Section 8.** Unless the Referee requests the parties to furnish additional input regarding the appeal (e.g., argument, evidence, awards), the disposition of the dispute shall be based on the material supplied under paragraph 7, above. In deciding whether the discipline assessed should be upheld, modified, or set aside, the Board shall determine (1) whether there was compliance with the applicable provisions of Rule 32 of the General Agreement; (2) whether substantial evidence was adduced at the investigation(s) to prove the charge(s) made; and (3) whether the discipline assessed is warranted.

**Section 9.** Awards of the Board, containing only the Referee's signature, shall be in writing and copies thereof shall be furnished to each of the parties. The awards shall be rendered within the time limits prescribed in paragraph 5, above. The awards shall be final and binding, subject to the provisions of Section 153, Second of the Railway Labor Act. Awards rendered in favor of the petitioner shall direct the other party to comply therewith on or before a prescribed date. If a question of interpretation of an award arises, the Board shall resolve such question upon request made by either party.

**Section 10.** This Agreement may be cancelled by either party by giving ninety (90) days advance written notice thereof to the other party; however, any appeals which are being processed under the expedited procedures provided herein at the time such notice of cancellation is served shall be handled to a conclusion in accordance with such expedited procedures. It is agreed that following service of the ninety (90) day advance written notice by either party to cancel this Agreement, appeals may continue to be listed to this Board until the date the cancellation of this Agreement becomes effective and such appeals will be handled to conclusion in accordance with such expedited procedures.

Signed at Chicago, Illinois, this 1st day of November, 1999.

**FOR BROTHERHOOD OF MAINTENANCE  
OF WAY EMPLOYES:**

    /s/ Hayward J. Granier      
General Chairman

    /s/ Mark S. Wimmer      
General Chairman

    /s/ Richard L. Taylor      
General Chairman

**FOR NORTHEAST ILLINOIS REGIONAL  
COMMUTER RAILROAD CORPORATION:**

    /s/ Philip A. Pagano      
Executive Director

    /s/ Michael J. Nielsen      
Senior Director, Corporate Administration

    /s/ Jeffrey L. Barton      
Director, Labor Relations

**APPROVED:**

    /s/ Richard A. Lau      
Vice President

    /s/ Ernie L. Torske      
Vice President



(Date)

\_\_\_\_\_

Union Member of SBA \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Carrier Member of SBA \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Gentlemen:

On \_\_\_\_\_, I was directed to attend an investigation which was held on \_\_\_\_\_ . At the investigation, I was represented by \_\_\_\_\_ . As a result of the investigation, I was \_\_\_\_\_ (indicate dismissed, suspended, or censured) by the Carrier, with such disciplinary action effective \_\_\_\_\_ .

I have discussed this matter with my union representative, \_\_\_\_\_ . He has informed me that I may, if I wish, appeal my dismissal, suspension, or censure on my own. He has also informed me that if the Brotherhood of Maintenance of Way Employes processes my appeal of this disciplinary action, it would either be processed under Rule 33 of the General Agreement of April 16, 1984, as amended, between the BMW/NIRC, or it may, if I so desire, be submitted for expedited handling to Special Board of Adjustment \_\_\_\_\_, established by Agreement signed \_\_\_\_\_ .

It is my desire to appeal my \_\_\_\_\_ (indicate dismissal, suspension, or censure) and to obtain a decision regarding such appeal as quickly as possible. Therefore, I hereby elect to have my appeal submitted to Special Board of Adjustment \_\_\_\_\_. In so electing, I understand that I am waiving the time limits and procedures of Rule 33 of the General Agreement and my right to appear at a hearing before said Board. I also understand that the Neutral Member of Special Board of Adjustment \_\_\_\_\_ will base his decision on the transcript of my investigation, my prior service record if it was considered in assessing discipline, the notice of my investigation, the notice of discipline, and Rule 32 of the General Agreement of April 16, 1984, as amended.

Finally, I understand that the purpose of Special Board of Adjustment \_\_\_\_\_ is to have my appeal resolved as expeditiously as possible and, to that end, the Neutral Referee has been directed to render a decision in the matter within sixty (60) calendar days of the date he receives the materials set forth in the preceding paragraph. I also understand that the absence of funding to the Neutral Referee by the National Mediation Board may impede the process, in which event the sixty (60) day time limit will be extended for as long as funding is suspended. When funding is restored, the

decision will be rendered within the time remaining in the sixty (60) day period when the funding was suspended.

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

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State and Zip Code)

Witness:

\_\_\_\_\_  
(Witness Signature)

Date:

\_\_\_\_\_

cc:

\_\_\_\_\_  
General Chairman

\_\_\_\_\_  
Director, Labor Relations



## APPENDIX N

### MOBILE SYSTEMS GANGS

Notwithstanding any provision of the April 16, 1984 General Rules Agreement to the contrary, when the Carrier establishes positions of Gang Track Inspector to be used on a system basis, or positions of Track Foreman, Track Assistant Foreman, Trackman, Work Equipment Operator, Work Equipment Mechanic, Welding Foreman, Welder, and Assistant Welder for the purpose of track surfacing, tie replacement projects, rail replacement projects, and specific welding applications as Mobile System Gangs, it is agreed the following terms and conditions will apply. (NOTE: The duties of a Gang Track Inspector do not include regular FRA track inspection).

**Section 1.** Positions or resultant vacancies on positions as specified above will be identified as assigned to a Mobile System Gang and bulletined in accordance with General Agreement Rules without regard to prior rights.

**Section 2.** Mobile System Gangs shall be restricted to perform work on the territories defined in Rule 2 of the General Rules Agreement.

**Section 3.** The basic workweek for Mobile System Gangs will consist of either five (5) consecutive eight (8) hour days or four (4) consecutive ten (10) hour days. Employees assigned four (4) consecutive ten (10) hour days will be subject to the terms and conditions of Rule 12-Part II, providing for the four (4) consecutive ten (10) hours per day workweek.

**Section 4.** When any of the recognized holidays fall on Tuesday, Wednesday, or Thursday and these are work days of a Mobile System Gang, all employees in the gang will work on such holiday at the pro rata rate and as a group either take Friday or the following Monday as the holiday providing (1) a majority of the employees assigned to the Gang so-request, (2) there is concurrence of the Supervising Officer, and (3) the General Chairman prior to the workweek in which such holiday falls does not disapprove the arrangement. In the event work is performed on the day substituted for such holiday, Rule 19 of the General Rules Agreement shall apply.

**Section 5.** Time of an employee assigned to a Mobile System Gang will start and end at the designated assembling point. Such designated assembling point will serve as the headquarters point whether or not a tool house, shop, railroad station or lodging facility is present, provided, however, that adequate parking furnished by the Carrier is made available for the employees' personal vehicles. Designated assembling points shall be changed only on the last work day of each workweek to be effective the next regular workday.

**Section 6.** Mobile System Gang employees will be allowed \$56.50 per diem expenses for meals and lodging for each work day on which they render compensated service.

NOTE: As part of the May 1, 2004 updating and reprinting of the General Rules Agreement, this Appendix replaces previous Appendix "O". The Appendix, which was incorporated into the General Rules Agreement effective January 1, 1993, has been updated to reflect subsequent amendments.



## APPENDIX O

### OVERTIME

**AGREEMENT** between the Northeast Illinois Regional Commuter Railroad Corporation and the Brotherhood of Maintenance of Way Employees

#### **IT IS AGREED:**

In the application of Rule 17. Call Rule and Rule 18. Overtime of the April 16, 1984 General Rules Agreement, as amended, the following procedures will govern the assignment of overtime, whether planned or emergency.

**Section 1.** Rock Island - Track: The district is broken down into three areas: LaSalle Street to the north end of the Dan Ryan bridge (M.P. 6.83), including the C&WI; M.P. 6.83 to 66th Court; and 66th Court to Joliet. Each area has a gang headquartered in it and they perform all work in their respective areas. Those gang numbers are 205, 206, and 209, respectively. A fourth gang, number 207, is headquartered at Blue Island and handles material in that yard and cuts brush, weeds, and grass on the Sub Line and assists 206 as necessary. Any overtime, either planned or emergency, is offered to the gang normally assigned to that area. Seniority within individual gangs is always honored. If additional gangs are required, then the adjacent gang is asked. Gang 206 would be called first to assist either Gang 205 or Gang 209, then Gang 207, and finally the gang furthest away would get the opportunity for the overtime. Any overtime help required for 206 would first be offered to Gang 207, then to the adjacent gang closest to the work area with M.P. 15.0 being the dividing line. All such work on 206's area north of M.P. 15.0 would be supplemented by 205 and south of M.P. 15.0 by Gang 209.

**Section 2.** Metra Electric - Track: This district is broken down into three areas; north of 70th Street to Randolph, 70th Street to M.P. 15.22, including both the South Chicago and Blue Island Branch, and south of M.P. 15.22 to University Park. Those gang numbers are 030, 031, and 032 respectively. Any overtime, either planned or emergency, is offered to the gang normally assigned to that area. Seniority within individual gangs is always honored. If additional gangs are required, then the adjacent gang is asked. Gang 031 would be called first to assist either Gang 030 or Gang 032. Then if more help was required, the third and furthest gang away would get the opportunity for the overtime.

Any overtime help for Gang 031 would go to the adjacent gang closest to the work area with 95th Street being the dividing line. All work north of 95th Street would be supplemented by Gang 030 and work south including 95th Street would be supplemented by Gang 032.

**Section 3.** Milwaukee - Track: This district is broken down into five areas, Big Timber to M.P. 19.0, M.P. 19.0 to M.P. 11.0, M.P. 11.0 to tower A-5 West Line and Canal to Armitage Avenue M.P. 5.7 North Line combined, M.P. 5.7 to A-20 (M.P. 20.3), and M.P. 20.3 to Fox Lake, including Antioch Yard. Those sections are Spaulding, B-17, Western Avenue, Morton Grove, and Rondout. Any overtime, either planned or emergency, is offered to the gang normally assigned to that area. Seniority within individual gangs is always honored. If additional gangs are required, the following will apply:

If the Spaulding Gang needs assistance the B-17 section would be called first, then Western Avenue, Rondout, and finally Morton Grove. If the Rondout Gang needs assistance, the Morton Grove section would be called first, then Western Avenue, Spaulding, and finally B-17. If the Western Avenue Gang needs assistance, the B-17 Section would be called first, then Spaulding, Morton Grove, and finally Rondout.

Any overtime help for the B-17 Section would go to the adjacent gang closest to the work with M.P. 15.0 being the dividing line. All work west of M.P. 15 would be supplemented by Spaulding, then Western Avenue, Morton Grove, and finally Rondout. All work east of M.P. 15.0 would be supplemented by Western Avenue, then Spaulding, Morton Grove, and finally Rondout.

If the Morton Grove section needs assistance the Rondout Section would be called first, then Western Avenue, B-17, and finally Spaulding.

**Section 4.** Southwest Service - Track: This district is broken down into two areas, M.P. 8.5 to M.P. 17.0 and M.P. 17.0 to M.P. 41.9. Those sections are at Oak Lawn and Orland Park-179th Street. Any overtime, either planned or emergency, is offered to the gang normally assigned to that area. Seniority within individual gangs is always honored. If additional gangs are required, then the adjacent gang is asked. If additional employees are still required for work north of M.P. 17.0, employees from Rock Island Gang 205 are called in seniority order, then from Gang 206, Gang 207, and finally Gang 209, all in seniority order. If additional employees are required for work south of M.P. 17.0, Gang 209 is called first, then Gang 206, Gang 207 and finally Gang 205, all in seniority order.

**Section 5.** Rock Island - B&B: This district is broken down into three areas: LaSalle Street to M.P. 0.4 is normally assigned to the LaSalle Street Crew; M.P. 0.4 to Joliet is normally assigned to Blue Island Gang No. 1; and C.W.I. and the Heritage Corridor are normally assigned to Blue Island Gang No. 2. These gangs handle all B&B work on the district, including planned and emergency overtime. Any such overtime, either planned or emergency, is offered to the gang normally assigned to that area. Seniority within individual gangs is always honored.

- Any overtime help for LaSalle Street Gang would first go to Blue Island Gang 1 and then to Blue Island Gang 2.
- Any overtime help for Blue Island Gang 1 would first go to Blue Island Gang 2 and then to LaSalle Street Gang.
- Any overtime help for Blue Island Gang 2 would first go to Blue Island Gang 1 and then to LaSalle Street Gang.

**Section 6.** Metra Electric - B&B: This district is broken down into three areas: 95th Street north to Randolph Street, including the South Chicago Branch, is normally assigned to Gang 232; 95th Street south to Harvey, including the Blue Island Branch, is normally assigned to Gang 230; and Harvey to University Park is normally assigned to Gang 231. In total, the district has five gangs. Gangs 230, 231, and 241 are headquartered at KYD; Gang 232 is headquartered at 14th Street; and Gang 240 is headquartered at Randolph Street. These gangs handle all B&B work on the district, including planned and emergency overtime. Any such overtime, either planned or emergency, is offered to the gang normally assigned to that area. Seniority within individual gangs is always honored.

- Any overtime help for Gang 231 would first go to Gang 241 and then in order to Gangs 230, 232, and 240.
- Any overtime help for Gang 230 would first go to Gang 241 and then in order to Gangs 231, 232, and 240.
- Any overtime help for Gang 232 would first go to Gang 240 and then in order to Gangs 230, 241, and 231.

**Section 7.** Milwaukee - B&B: This district has three B&B Gangs: Gang 01, headquartered at Western Avenue; Gang 03, headquartered at Fox Lake; and Gang 02, headquartered at Franklin Park. Fox Lake handles work south to and including Morton Grove and on the Wisconsin Central south to M.P. 35.0; Western Avenue handles work from south of Morton Grove to Tower A-5, from Tower A-5 to Canal Street, and from Tower A-5 to M.P. 12.0; and Franklin Park handles all work west of M.P. 12.0 to Big Timber and on the Wisconsin Central north to M.P. 35.0.

Any overtime, either planned or emergency, is offered to the gang normally assigned to that area. Seniority within individual gangs is always honored. If additional gangs are required, then the adjacent gang is asked. If Fox Lake Gang needs assistance, then the Western Avenue Gang is called to assist from M.P. 24.0 south to Morton Grove. If Fox Lake needs assistance north, then Franklin Park Gang is asked from M.P. 24.0 north to Fox Lake. If Western Avenue needs assistance, Fox Lake is asked to assist from M.P. 5.7 north. Franklin Park is asked to assist from M.P. 5.7 south to Canal Street. If Western Avenue needs assistance from Tower A-5 west to M.P. 12.0, then the Franklin Park Gang is asked. If Franklin Park Gang needs assistance, Western Avenue is asked to assist from M.P. 28.0 east. If Franklin Park needs assistance, west of M.P. 28.0 to Big Timber, then Fox Lake is asked.

**Section 8.** Southwest Service - B&B: One gang handles all work, including all overtime, on this district. If additional assistance is needed, Blue Island Gangs 1 & 2 will be called in seniority order. If additional employees are still required, other Rock Island B&B employees will be called in seniority order.

**Section 9.** Rock Island - Water Service: One gang handles all work, including overtime, on the district.

**Section 10.** Milwaukee - Water Service: One gang handles all work, including overtime, on this district.

**Section 11.** Rock Island - Welders: One gang handles all work, including overtime, on this district.

**Section 12.** Metra Electric - Welders: One gang handles all work, including overtime, on this district.

**Section 13.** Milwaukee - Welders: This district has three welding gangs, Gang 1 at Spaulding, Gang 2 at Western Avenue, and Gang 3 at Rondout. The Spaulding Gang covers from Big Timber to York Road, the Western Avenue Gang from York Road to Tower A-5 West Line and Canal Street to Armitage Avenue (M.P. 5.7) North Line, and the Rondout Gang Armitage Avenue (M.P. 5.7) to Fox Lake. Any overtime, either planned or emergency, is offered to the gang normally assigned to that area. Seniority within individual gangs is always honored. If additional gangs are required, then the adjacent gang is asked. Western Avenue Gang would be called first to assist either Spaulding or Rondout, then if more help was required, the third gang would get the opportunity for the overtime.

Any overtime help required for the Western Avenue Gang would first go to the Spaulding Gang and then the Rondout Gang.



**Section 14.** Southwest Service - Welders: One gang handles all work, including overtime, on this district.

**Section 15.** Machine Operators on all districts: Whenever there is either planned or emergency machine overtime on any district, the machine operator normally assigned to that equipment is called first. If unavailable, then the most senior qualified operator on that respective district is called.

**Section 16.** When all criteria covered under items one through fifteen have been met, then qualified available Track Inspectors working on that particular district are called in seniority order.

**Section 17.** When all criteria covered under items one through sixteen have been met, then assigned capital gang employees followed by mobile system gang employees working on that particular district are called next in seniority order.

(i) When all such qualified employees have been called on the Rock Island District, then qualified employees from the SWS are called, followed by qualified employees from the MED, and then those from the MWD, all in seniority order.

(ii) If all such SWS qualified employees are called, then qualified employees from the RID are called, followed by qualified employees from the MED, and then those from the MWD, all in seniority order.

(iii) If all such MED qualified employees are called, then qualified employees from the RID are called, followed by qualified employees from the SWS, and then those from MWD, all in seniority order.

(iv) If all such MWD qualified employees are called, then qualified employees from the RID are called, followed by qualified employees from the MED, and then those from the SWS, all in seniority order.

**Section 18.** All capital project overtime is performed by the regularly assigned Capital Gang. Maintenance persons assisting a Capital Gang are called first from the territory in which the Capital Gang is working. Then, depending on the subdepartment, the same procedures outlined in items one through fourteen are followed.

**Section 19.** During snow emergencies, it often becomes necessary to call track, B&B, water service, welders, and machine operators out to clean switches, plow snow, and clean platforms. This is usually done on either a district or system wide basis.

All personnel on any one district are called out at the same time, but when more than one district is called out, they may be asked to report at different times depending on snow conditions.

The normal procedure is for B&B forces to clean platforms and for track forces to first clean switches. Then once all switch work is complete, track forces assist B&B personnel in cleaning platforms.

At times, a snow emergency can arise in one particular location when there are no forces working. On those occasions, the section or gang normally assigned to that territory as outlined in Items 1 through 15 of this memorandum is called out to handle the problem in accordance with appropriate call-out procedures.

If additional forces are required, any Track Inspectors working on that particular district are then called to assist. If additional forces are required, any capital gang working on that particular district is then called to assist. If additional forces are still required, furloughed personnel who have indicated their desire to be called for snow duty are then called.

**Section 20.** Mechanics: Whenever there is planned or emergency overtime, such overtime will be assigned in seniority order; except that in cases when the overtime is continuous with the work being performed, the overtime will be assigned to the mechanic who is performing such work.

Signed at Chicago, Illinois, this 9th day of October 6, 1996.

**FOR BROTHERHOOD OF MAINTENANCE  
OF WAY EMPLOYES (BMWE):**

**FOR NORTHEAST ILLINOIS REGIONAL  
COMMUTER RAILROAD CORPORATION:**

    /s/ Hayward J. Granier      
General Chairman

    /s/ John S. Morse      
Director, Labor Relations

    /s/ Mark S. Wimmer      
General Chairman

    /s/ Richard L. Taylor      
General Chairman

## Questions and Answers

1. Working on a grade crossing at Libertyville, the Rondout Section has one machine operator in their gang but they need one more machine operator. The adjacent section at Morton Grove has no one in it that is working as a machine operator but they do have a laborer who has a R1CA date and is number 6 on the roster. The Western Avenue Section has two men working as R1CA machine operators who are numbers 10 and 12 on the roster. On a rest day, who would be called if one additional machine operator is needed at Rondout?

*Ans. The machine operator on the roster as number 10 holding the position at Western Avenue. Then number 12, then other operators working within the district. If all Milwaukee District qualified employees are called, then qualified employees from the Rock Island District are called followed by ones from the Electric District and those from the Southwest Sub-district, all in seniority order.*

2. Working the welders at Rondout and we need one additional assistant welder on the weekend. Who do we call, the senior assistant welder at Western Avenue or a trackman at Morton Grove with more seniority as an assistant welder than the assistant welder at Western Avenue?

*Ans. The senior assistant welder working at Western Avenue.*

3. If we need additional machine operators and all qualified operators on our district are working, who do we call? The senior machine operator from the appropriate adjacent district or a senior mobile system machine operator who is working on your district?

*Ans. When all other machine operators are working in the rank or class on that district, then the senior mobile system operator who is working on the district is called.*

4. We have 3 machine operators on the Milwaukee District assigned by bulletin to run 3 R1CA machines at Western Avenue. We have one mobile system R1CA machine operator assigned by bulletin but working on the Milwaukee District at Tower A5. We have 3 R1CA machine operators working as laborers at Western Avenue assigned those jobs by bulletin. If we need an additional machine operator on the Milwaukee District under the above conditions, who do we take?

Do we take the mobile system operator, the senior R1CA operator working as a laborer on the district, or the appropriate machine operator working as a machine operator on the adjacent district?

*Ans. When there are no other operators available who are assigned by bulletin or working as a Capital machine operator on the district, then the system operator working on that district is called.*

5. When are mobile system gang machine operators called under paragraph 15 of Side Letter No. 8?

*Ans. After all other machine operators that are assigned to a Section Crew or Capital Gang are working within the district of the system machine operator.*

6. In paragraph 17 of Side Letter No. 8, who is called first, capital or mobile system gang employees?

*Ans. Capital, due to the fact that the System Gang may move out of the territory tomorrow.*

7. What is the headquarters point for a mobile system gang?

*Ans. As near the place of work as possible with adequate and safe parking and sanitary conditions.*

8. In paragraph 15 of Side Letter No. 8, there are times when an unassigned machine operator operates a machine all week. If the machine is needed Saturday on an overtime basis, who is called?

*Ans. The machine operator who has been operating the machine all week.*

9. How do you call Mechanics on an overtime basis under paragraph 20 of Side Letter No. 8?

*Ans. In seniority order with exception to work continuous with a job a Mechanic has been working.*

10. On a rest day, Foreman Johnson of Gang No. 1 gets an overtime call from Supervisor Smith. There is a broken rail at MP 20. We will need to call a track laborer to assist.

Gang No. 1 (assigned by bulletin)

Foreman M. Johnson  
Machine Operator J. Duran  
Track Laborer A. Lopez

Trackmen's Roster

10. J. Duran  
11. A. Lopez

(A) Who does Foreman Johnson call?

*Ans. Track Laborer A. Lopez*

(B) If Foreman Johnson requires a machine operator and 2 laborers, who is called to assist his section?

*Ans. His forces that are assigned to his section, then if others are required he will call the adjoining Section Foreman, who will in turn call an additional Laborer. The Section Foreman and Laborer from the adjoining crew will proceed by company vehicle from their headquarters to the place of work designated by Foreman Johnson.*

(c) What rate is paid?

*Ans. Whatever their current rate of pay is.*

11. If a work equipment mechanic works Monday - Thursday on a machine and lays off on Friday, and another mechanic works on the machine on Friday, who does the overtime belong to on Saturday?

*Ans. The work equipment mechanic who worked on this machine Monday through Thursday.*

12. If a mobile system machine operator works all week on a job, then overtime is required on that job on that operator's rest day, who gets the overtime? That operator or an operator normally assigned as an operator on that district who is at home on his off day?

*Ans. See answer to Question #8.*

13. (A) If the answer to Question #11 is--the work equipment mechanic who worked Monday - Thursday and laid off on Friday--then who is responsible for getting hold of him to work Saturday? (B) If the answer is the same man and he can't be reached--then what?

*Ans. (A) The Carrier.*

*Ans. (B) Call the senior working mechanic.*

14. Does "continuity of work" supersede seniority in working overtime? Example: Junior machine operator works on bridge Monday - Friday, does he work on the bridge on Saturday ahead of a senior machine operator on the district?

*Ans. See answer to Question #8.*

15. Same question as Question #14 with B&B employee example.

*Ans. See answer to Question #8.*

16. Do machine operators continue to run the snow plows on the Rock Island District for snow duty?

*Ans. Yes.*

17. If a trackman on the Rock Island District is cleaning snow off of the platform at 95th Street during a blizzard and B&B crews are finished with all of their work on the Heritage, Southwest Sub-district, and LaSalle Street, do the B&B crews take over for the trackmen at 95th Street? Do they go home to rest? Or can they go home and file a time claim later against the trackmen at 95th Street per paragraph 3 of item 19 in Side Letter No. 8?

*Ans. None of the above--keep both crews working.*

October 18, 1992

Mr. Hayward J. Granier  
General Chairman  
BMW  
302 E. Broadway, Suite B  
P.O. Box 329  
Fulton Kentucky 42066

Mr. Mark S. Wimmer  
General Chairman  
BMW  
544 Third Street N.W.  
Elk River, MN 55330

Gentlemen:

In connection with adoption of Wage, Rule, and Benefit Agreement today, the parties also discussed Rule 17. Call Rule of the April 16, 1984 General Rules Agreement as it applies to Maintenance of Way employees being called to come out to perform overtime in snow and/or ice storms.

It was understood that employees under Rule 17 would be called as nearly as possible two (2) hours before they are required to report for snow and/or ice storm duty so as to allow such employees as much rest as possible before being needed.

Please signify your concurrence in this understanding in the space provided below.

Very truly yours,

/s/ Arthur D. Dula  
Labor Relations Manager

Concur:

/s/ Hayward J. Grainer  
General Chairman

/s/ Mark S. Wimmer  
General Chairman



## APPENDIX P

### WORK EQUIPMENT REPAIRERS

Notwithstanding any rules of the April 16, 1984 General Rules Agreement to the contrary, the following terms and conditions shall apply to Work Equipment Repairers:

**Section 1.** Concurrent with the changes adopted in connection with Rules 2 and 3 of the General Rules Agreement relating to Work Equipment Repairers, all Group B, Rank 1 (Work Equipment Mechanic) seniority dates on the current seniority roster will be changed to Group B, Rank 2 seniority dates and all Group B, Rank 2 (Assistant Work Equipment Mechanic) seniority dates will be changed to Group B, Rank 3 seniority dates.

**Section 2.** Work Equipment Assistant Mechanic positions advertised and not filled by employees with Group B, Rank 3 seniority shall be filled by senior, qualified employees based on Work Equipment Subdepartment Group A, Rank 2 seniority. If there are no qualified bidders, other employees covered by the General Agreement will be given preference over other applicants.

**Section 3.** (a) Individuals assigned pursuant to Section 2, above, must have passed the Mechanic's Assessment, which is comprised of the Employee Aptitude Survey No. 2, Employee Aptitude Survey No. 5, Industrial Reading Test, and Hogan Personality Inventory. The results of the Assessment will be confidential. Therefore, only a pass/fail will be reported. Qualification indicators must be completed prior to assignment. The usual Rule 8(d) thirty (30) calendar days qualification period to apply effective with the date of assignment.

**Section 4.** Employees successfully demonstrating qualifications pursuant to Rule 8(d) will receive an additional ninety (90) calendar days of training, upon completion of which they will be given a written examination of one hundred (100) questions to qualify them for promotion to the Group B, Rank 2 position of Work Equipment Mechanic by scoring a grade of eighty (80) percent or more.

**Section 5.** Employees not scoring eighty (80) percent or more, but who did score sixty (60) to seventy-nine (79) percent, shall have an additional ninety (90) calendar days of training at the completion of which another one hundred (100) question test will be administered and, if passing with a grade of eighty (80) percent or more, will establish Group B, Rank 2 seniority at that time.

**Section 6.** Employees failing to successfully pass the aforesaid second qualifying examination or those who scored less than sixty (60) percent on the initial one hundred (100) question test shall forfeit their Group B, Rank 3 Work Equipment Assistant Mechanic's date and must wait a period of no less than two (2) years from such disqualifying examination before again being eligible for promotion to the position of Work Equipment Assistant Mechanic. Disqualified employees shall exercise their general seniority displacement rights. If an employee is again accepted into the Group B, Rank 3, seniority classification after such two (2) or more year period and again fails to qualify, the employee will be permanently disqualified from the Work Equipment Subdepartment, Group B ranks.

NOTE: As part of the May 1, 2004 updating and reprinting of the General Rules Agreement, this Appendix, which was incorporated into the General Rules Agreement effective January 1, 1993, has been updated to reflect subsequent amendments.





## APPENDIX Q

### COMMERCIAL DRIVERS LICENSE

**Section 1.** Effective November 1, 1999, employees must possess a Commercial Drivers License (CDL) in order to hold or obtain the following positions, except as provided below: the Foreman, Assistant Foreman and one Trackman position on Track Gangs; the Foreman, Assistant Foreman and one Mechanic position on Bridge and Building and Water Service Gangs; Welding Foremen, Welders, and Assistant Welders; Work Equipment Mechanics; and the Group A, Rank 1 Work Equipment Operator assigned to End Loader LD-33076.

**Section 2.** Employees who do not have the required CDL at the time that they exercise seniority onto one of the Track or Bridge and Building Gang positions, as listed above, will have thirty (30) calendar days from the date they first perform service on such position to obtain the required license, provided that employees who possess CDLs are assigned at the time to the other positions on the gang which require such a license. If an employee fails to obtain the CDL within the thirty (30) day period, he will be disqualified from the position, which will be readvertised in accordance with the provisions of the General Agreement of April 16, 1984, as amended.

**Section 3.** Bulletins advertising the positions as referenced above will clearly state the requirement for the employee assigned to the position to possess a CDL. A special allowance of thirty (30) cents per hour will be allowed for positions posted with a CDL requirement. Such allowance shall not be subject to future general wage increases.

**Section 4.** It is understood that the Carrier will continue to provide driver and classroom training in addition to making vehicles and qualified drivers available for employees requiring practice and over-the-road testing.

NOTE: This Appendix, which was added as part of the May 1, 2004 updating and reprinting of the General Rules Agreement, replaces previous Side Letter No. 7, as amended effective November 1, 1999.



## APPENDIX R

### EMPLOYMENT ASSURANCE

**AGREEMENT** between the Northeast Illinois Regional Commuter Railroad Corporation and the Brotherhood of Maintenance of Way Employees.

#### **IT IS AGREED:**

**Section 1.** On and after June 15, 1989 employees covered hereby having and retaining an NIRC seniority relationship established under the General Rules Agreement on or before December 31, 1988, including promoted employees, who perform compensated service or are on scheduled vacation, leave due to sickness, illness or injury, leave of absence, or suspension or discharge pending appeal during the week of Sunday, January 1, 1989 to Saturday, January 7, 1989, inclusive, and who were not seasonal, temporary, or Capital Projects personnel shall be retained in active NIRC employment in their Maintenance of Way craft until such time as they leave the workforce by reason of death, retirement, voluntary resignation or discharge for cause.

**Section 2.** Thereafter, the list shall be updated in January of each year by removing the names of employees who have severed their employment relationship and adding an equal number of employees on a one-for-one basis from the respective sub-department/groups. A copy of the core positions will be provided to each General Chairman. Only employees who perform compensated service during the first seven (7) days of the year or are on scheduled vacation, approved leave of absence, are promoted, are on suspension, or are discharged pending appeal are eligible. This provision does not apply to employees who are seasonal, temporary, or working under a Capital Project.

**Section 3.** The list will be open to correction for a period of sixty (60) days from the date of its issue. Only those written requests for correction made within said sixty (60) day period shall be eligible for consideration and, if none are filed, the list as published will stand. BMW and NIRC will meet and resolve all requests for correction in a mutually acceptable manner following the criteria used in development of the initial list. Requests that cannot be resolved may be progressed as a grievance as provided in Rule 33 of the April 16, 1984 General Rules Agreement, as amended.

**Section 4.** This employment assurance agreement is automatically cancelled if employees covered hereby initiate a strike or stoppage of work, except when employees covered hereby are honoring a picket line established by another union which is in a dispute with the Carrier.

Signed at Chicago, Illinois, this 15th day of June, 1989.

**FOR BROTHERHOOD OF MAINTENANCE  
OF WAY EMPLOYES:**

      /s/ Hayward J. Granier        
General Chairman

      /s/ Mark S. Wimmer        
General Chairman

**FOR NORTHEAST ILLINOIS REGIONAL  
COMMUTER RAILROAD CORPORATION:**

      /s/ James E. Cole        
Executive Director

      /s/ Arthur D. Dula        
Director, Labor Relations

**APPROVED:**

      /s/ S. W. Waldeier        
Vice President

NOTE: As part of the May 1, 2004 updating and reprinting of the General Rules Agreement, this Appendix, which was incorporated into the General Rules Agreement effective January 1, 1993, has been updated to reflect subsequent amendments.

**EMPLOYEES SUBJECT TO APPENDIX R - EMPLOYMENT ASSURANCE**

**(Revised January, 2003)**

<b><u>EMPLOYEE NAME</u></b>	<b><u>SOCIAL SECURITY NO.</u></b>
7 Abonce, Dante R.	xxx-xx-1284
Aguilar, Jose L.	xxx-xx-1193
Aguilera, Miguel M.	xxx-xx-6951
Alcantar, Juan T.	xxx-xx-5338
Alcantar, Lorenzo T.	xxx-xx-9566
Alvarez, Jose R.	xxx-xx-5490
Alvarez, Luis O.	xxx-xx-5107
Andrade, Eduardo R.	xxx-xx-4990
Arnold, Michael	xxx-xx-7201
Asher, Michael R.	xxx-xx-9311
Barcus, William J.	xxx-xx-3309
Beal, C. P.	xxx-xx-2415
Bernal, Nephtalie G.	xxx-xx-4943
Bruscato, Salvador P.	xxx-xx-0149
Burton, Cornell	xxx-xx-9351
Calderon, Roberto	xxx-xx-9534
Camargo, Roberto	xxx-xx-2288
1 Cantu, Fernando	xxx-xx-1548
7 Carpenter, Ronald M.	xxx-xx-4242
Carrasco, Placido N.	xxx-xx-7992
Cervantes, Artemico C.	xxx-xx-3797
Chavez, Miguel A.	xxx-xx-1389
Chorak, Anthony	xxx-xx-7157
5 Colatuono, Daniel F	xxx-xx-9737
Cortino, Joel L.	xxx-xx-7155
Dearing, Kenneth R.	xxx-xx-7273
Denson, Erskine A.	xxx-xx-0292
Deschner, Richard J.	xxx-xx-7293
Devito, Martin W.	xxx-xx-6365
Diaz, Luis	xxx-xx-5231
Diaz, Miguel	xxx-xx-4262
Diaz, Ralph V.	xxx-xx-7693
Douglas, Stuart P.	xxx-xx-7746
Duran, Ignacio	xxx-xx-1805
Ellul, Joseph M.	xxx-xx-7987
Engle, Sheldon W.	xxx-xx-5888
Escobedo, Mario	xxx-xx-6530
Ewing, Eric R.	xxx-xx-2458
Ewing, Holland	xxx-xx-6323

5 Farnesi, Robert E	xxx-xx-1755
Farrington, Gary L.	xxx-xx-7638
Ford, Kenneth	xxx-xx-8730
Frank, Leroy R.	xxx-xx-9848
Fulford, Amos	xxx-xx-6487
5 Gage, Robert L.	xxx-xx-4518
Galligan, Donald S.	xxx-xx-2092
Gallo, Giovanni	xxx-xx-5644
Garibay, William J.	xxx-xx-8481
Gavina, Daniel G.	xxx-xx-4099
Gavina, Ernesto F.	xxx-xx-5660
Gavina, Roberto M.	xxx-xx-2953
Gonzales, Erasmo C.	xxx-xx-1279
Gonzales, Jose M.	xxx-xx-0856
Gonzales, Victor	xxx-xx-4063
Harper, Larry C.	xxx-xx-5536
Hernandez, Ricardo L.	xxx-xx-4308
Hooker Jr., Raymond T.	xxx-xx-4911
Nornung, Angelo M.	xxx-xx-5446
Howard, Tyler	xxx-xx-3687
5 Howell, Eugene	xxx-xx-3187
Hubbard, Tommy L.	xxx-xx-0545
Huerta, Ruben	xxx-xx-0590
5 Jachna, Jeffrey A.	xxx-xx-6541
Jauregui, Jose J.	xxx-xx-1556
7 Johnson, Joseph	xxx-xx-3062
Jones, Lynn N.	xxx-xx-4096
Knor, Ronald E.	xxx-xx-0728
Kohlmetz, L. E.	xxx-xx-8104
Kostuch, John	xxx-xx-5744
Kots, Kenneth T.	xxx-xx-4951
5 Kroner, Kurt A.	xxx-xx-7138
5 Lange, Harold J.	xxx-xx-3028
Lara, Juventino	xxx-xx-2035
Leon, Zenaido	xxx-xx-7276
Linstrot, Daniel C.	xxx-xx-1650
7 Livingston, Donald G.	xxx-xx-6633
Lopez, Abelino	xxx-xx-2094
Lopez, Arturo T.	xxx-xx-7061
Lopez, Salvador T.	xxx-xx-5645
Lynch, Renardo L.	xxx-xx-0984

Magallanes, Jose R.	xxx-xx-2210
Martinez, Pascual	xxx-xx-1223
Martinez, Simon	xxx-xx-4464
Melesio, Alfredo	xxx-xx-5527
7 Meriweather, Otto	xxx-xx-2648
Meteisis, Douglas G.	xxx-xx-3175
7 Miles, Honor W. Jr.	xxx-xx-4512
1 Mondragon, Apelio	xxx-xx-0753
Montoya, Saul Z.	xxx-xx-5404
7 Moran, Roberto	xxx-xx-9304
7 Moreno, Leopoldo M.	xxx-xx-9063
Munos, Nemesio C.	xxx-xx-6983
1 Murry, Clifton	xxx-xx-5027
Nunez, Ruben	xxx-xx-5444
5 Nys, Louis R.	xxx-xx-6086
Ochoa, Alfonso	xxx-xx-6483
Ochoa, Joaquin	xxx-xx-1898
Ochoa Sr., Roberto M.	xxx-xx-5292
Ortega, Abraham	xxx-xx-8984
Ortiz, Jorge C.	xxx-xx-9997
Palacios, Manuel H.	xxx-xx-8851
Palomo, Guillermo F.	xxx-xx-2816
Pantoja, Abel L.	xxx-xx-4060
Perez, Miguel G.	xxx-xx-6478
Petrie, Donald J.	xxx-xx-0739
Petty, Timothy P.	xxx-xx-1787
Pizano, Jorge N.	xxx-xx-4192
Ponce, Guillermo E.	xxx-xx-9846
7 Price, Ronald R.	xxx-xx-5483
Prince, Karl D.	xxx-xx-2541
Puentes, Antonio A.	xxx-xx-0512
Pulido, Juan	xxx-xx-3485
Quiroga Sr., Hilario	xxx-xx-7057
5 Rabe Jr., Kenenth W.	xxx-xx-4843
Rainey, Kenneth W.	xxx-xx-3546
Ramirez, Jose L.	xxx-xx-9443
Randolph, Jeffrey L.	xxx-xx-9753
Reeves, Mario P.	xxx-xx-5235
Renteria, Abelardo	xxx-xx-8035
Reyes, Trancito	xxx-xx-7878
5 Richardson, Moses	xxx-xx-5268
Ringo, Griffin	xxx-xx-8816
Rivera, Juan J.	xxx-xx-5608
Rodriguez, Enrique	xxx-xx-7720



Rodriguez, Phillip J.	xxx-xx-4976
Rojas, Trinidad	xxx-xx-8674
Romero, Salvador M.	xxx-xx-8713
Rosales, Juan M.	xxx-xx-9481
Ruiz, Enrique S.	xxx-xx-3609
Salazar, Felipe J.	xxx-xx-5149
Sanchez, Fidel S.	xxx-xx-4941
Sanchez Jr., Juan	xxx-xx-4054
Sanders, Ernest G.	xxx-xx-1951
Scott, Allan F.	xxx-xx-5122
5 Six, Dave E.	xxx-xx-0602
Smith, Frank	xxx-xx-4380
Smith, John H.	xxx-xx-7242
Stevenson, Charles G.	xxx-xx-7819
Streeter, Curtis	xxx-xx-3310
Szalko, Michael J.	xxx-xx-3724
Szendzial, William V.	xxx-xx-1189
Tejeda, Fidel G.	xxx-xx-8810
7 Teufel, John F.	xxx-xx-1839
Torres, Carlos	xxx-xx-6831
Tovar, Nieves G.	xxx-xx-3708
Turner, Emmanuel M.	xxx-xx-0691
Van Meter, Rick C.	xxx-xx-2585
Vazquez, Mark A.	xxx-xx-9571
7 Vega Jr., Marcelo	xxx-xx-6483
Villalobos, Javier	xxx-xx-3666
Wermes, William B.	xxx-xx-9801
2 Wimmer, Mark S.	xxx-xx-8677
Wright, William	xxx-xx-6004
1 Young, Thomas E.	xxx-xx-8313
Zavala, Manuel D.	xxx-xx-8313

TOTAL EMPLOYEES LISTED ABOVE: 155

- |                                      |                                      |
|--------------------------------------|--------------------------------------|
| 1. Disabled                          | 5. Excepted or Official Position     |
| 2. Leave of Absence                  | 6. Partially Covered Position        |
| 3. Military Leave                    | 7. Disabled (Medically Disqualified) |
| 4. Leave of Absence (G.I. Education) |                                      |

\* In order to meet basic force obligations, some junior employees may be excluded from this listing if any of these asterisked(\*) people return to active service.

## APPENDIX S

### SYSTEM GENERAL FOREMAN

**AGREEMENT** between the Northeast Illinois Regional Commuter Railroad Corporation and the Brotherhood of Maintenance of Way Employees setting the wages and working conditions of contract positions known as System General Foreman to supervise and direct the work of Maintenance of Way employees. This Agreement shall represent, in total, the wages and working conditions for such employees.

#### **IT IS AGREED:**

**Section 1.** The Carrier may, at its discretion, create positions known as System General Foreman. The duties of such a position(s) shall be to have general supervisory responsibility for track department forces and specific responsibility over track projects. As such, it will be classified above the rank of Track Inspector.

**Section 2.** A System General Foreman position is guaranteed to be a year round position and, therefore, not subject to seasonal lay-offs. Unless due to emergency or labor dispute the Carrier may only abolish such position(s) or cancel this agreement during the months of March and April of each year. The Organization shall have the right to cancel this agreement by notifying the Carrier, in writing, during the months of October and November of each year.

**Section 3.** The opportunity to fill vacancies or new positions of System General Foreman will first be offered to existing employees working under the NIRC/BMWE General Agreement. The position shall be posted to track forces to allow interested employees an opportunity to submit a letter of interest in the position. Recommendations from the Organization are welcomed. The position will be filled by appointment; seniority is not the determining factor.

**Section 4.** A System General Foreman shall be paid an hourly wage (\$21.63 per hour as of July 1, 2003), subject to all future wage increases.

**Section 5.** (a) System General Foremen shall be paid at the time and one-half pro rata rate for service in excess of eight (8) hours a day and/or in excess of forty (40) hours per week.

(b) Planned overtime shall begin and end at the designated work site. If a System General Foreman is "called" for service not scheduled in advance, compensation shall begin at the time called.

**Section 6.** The regular workweek for a System General Foreman will be Thursday through Monday. The regular workweek may change as the requirements of service demand. It is anticipated the workweek will change to Monday - Friday outside of the construction season.

**Section 7.** Positions of System General Foreman shall be classified as system in nature. Therefore, employees filling such positions shall be entitled to the system per diem.

**Section 8.** Incumbents shall be provided use of a company vehicle when performing service and for travel to and from their residence.

**Section 9.** This Agreement shall represent the complete agreement of wages and working conditions for System General Foremen. Although not attached hereto it is understood that the General Agreement rules apply except those pertaining to promotion, assignment, displacement, headquarters, workweek, starting times, and overtime.

Signed this 25th day of April, 2002.

**FOR BROTHERHOOD OF MAINTENANCE  
OF WAY EMPLOYES (BMW):**

**FOR NORTHEAST ILLINOIS REGIONAL  
COMMUTER RAILROAD CORPORATION:**

\_\_\_\_\_/s/ Hayward J. Granier\_\_\_\_\_  
General Chairman

\_\_\_\_\_/s/ James P. Finn\_\_\_\_\_  
Manager, Labor Relations

\_\_\_\_\_/s/ Mark S. Wimmer\_\_\_\_\_  
General Chairman

\_\_\_\_\_/s/ Thomas R. McCoy, Jr.\_\_\_\_\_  
General Chairman

NOTE: Minor style and format changes were made to this Appendix as part of the May 1, 2004 updating and reprinting of the General Rules Agreement.

April 25, 2002

Mr. Hayward J. Granier  
General Chairman  
Brotherhood of Maintenance of Way Employes  
302 E. Broadway, Suite B  
Mayfield, Kentucky 42066

Mr. Mark S. Wimmer  
General Chairman  
Brotherhood of Maintenance of Way Employes  
650 Dodge Avenue  
Elk River, Minnesota 55330-1993

Mr. Thomas R. McCoy  
General Chairman  
Brotherhood of Maintenance of Way Employes  
730 Greenup Avenue  
Ashland, Kentucky 41101

NIRC File: 08-3.6

Dear Sirs:

In connection with the agreement reached this date regarding System General Foreman positions, it was agreed that the Employment Assurance list, established pursuant to Section 5 of the June 15, 1989 agreement, as subsequently amended, will be expanded on a one-to-one basis for each System General Foreman position established by the Carrier. It is understood that additions to the Employment Assurance list under this agreement will remain in effect only so long as the System General Foreman agreement remains in effect. Please signify your concurrence in the space provided below.

Very truly yours,

          /s/ James P. Finn            
Manager - Labor Relations

Concur:

          /s/ Hayward J. Granier            
General Chairman

          /s/ Thomas R. McCoy, Jr.            
General Chairman

          /s/ Mark S. Wimmer            
General Chairman



SIDE LETTERS  
TO  
GENERAL AGREEMENT



April 12, 1984

Side Letter No.   1  

Mr. Ronnie L. Loch  
General Chairman  
BMW  
2705 Freeman Court  
Kansas City, Kansas 66102

Mr. David A. Leis  
General Chairman  
BMW  
232 Lumber Exchange Bldg.  
Minneapolis, MN 55401

Gentlemen:

Referring to NIRC's Section 6 Notice of October 1, 1982:

With the adoption today of the General Rules Agreement effective April 16, 1984, all matters covered by NIRC's Section 6 Notice and BMW's counterproposals have been resolved. The rules contained therein shall constitute in their entirety the Agreement between NIRC and BMW governing the rates of pay, hours of service, and working conditions of Maintenance of Way employees and will supersede all previous Agreements, Rulings, or Understandings applicable to NIRC Maintenance of Way employees.

Please indicate your understanding and concurrence by affixing your signature in the space provided.

Very truly yours,

  /s/ Arthur D. Dula    
Labor Relations Manager

Concur:

  /s/ Ronnie L. Loch    
General Chairman

  /s/ David A. Leis    
General Chairman





April 12, 1984

Side Letter No.   2  

Mr. Ronnie L. Loch  
General Chairman  
BMWE  
2705 Freeman Court  
Kansas City, Kansas 66102

Mr. David A. Leis  
General Chairman  
BMWE  
232 Lumber Exchange Bldg.  
Minneapolis, MN 55401

Gentlemen:

Referring to the General Rules Agreement effective April 16, 1984:

In the application of vacation, personal leave, and other benefit rules, it is agreed that Maintenance of Way Department employees in NIRC service continuously on and after April 15, 1984 who were former Rock Island or Milwaukee Road Maintenance of Way employees gaining employment with NIRC through the respective March 22, 1980 Implementing Agreement or the September 2, 1982 Transition Agreement will be given credit for their compensated days and years of service from the date they last established a continuous employment relationship with their former respective railroads.

Please signify your concurrence in the space provided below.

Very truly yours,

  /s/ Arthur D. Dula    
Labor Relations Manager

Concur:

  /s/ Ronnie L. Loch    
General Chairman

  /s/ David A. Leis    
General Chairman



April 12, 1984

Side Letter No. 3

Mr. Ronnie L. Loch  
General Chairman  
BMW  
2705 Freeman Court  
Kansas City, Kansas 66102

Dear Mr. Loch:

Referring to our discussion:

In regard to the application of Rule 22 of the April 16, 1984 Agreement to Work Equipment Operators holding assignments headquartered at Blue Island, we have reached the following understanding:

**Section 1.** When work equipment is tied up at locations away from the Blue Island headquarters, the assigned operator may be directed to go on and off duty where the equipment is tied up. Bulletined starting and quitting times will prevail unless overtime is involved.

**Section 2.** Round-trip mileage for use of personal automobiles payable at the prevailing authorized mileage rate will be allowed in accordance with the following schedule for each day a work equipment operator, in line with Section 1, is directed to go on and off duty at a location, other than Blue Island, where his equipment is tied up.

<u>Headquarters</u>	<u>Equipment Tie-up Location</u>	<u>Round-Trip Mileage</u>
Blue Island -	Joliet M.C. Tower	56
Blue Island -	Mokena	36
Blue Island -	Tinley Park	18
Blue Island -	47th Street	24
Blue Island -	Polk Street	32

**Section 3.** Roundtrip travel time allowances payable at the applicable pro rata hourly machine operator rate will be allowed in accordance with the following schedule for each day a work equipment operator, in line with Section 1, is directed to go on and off duty at a location, other than Blue Island, where his equipment is tied up.

<u>Headquarters</u>	<u>Equipment Tie-up Location</u>	<u>Round-Trip Travel Time</u>
Blue Island -	Joliet M.C. Tower	1'30"
Blue Island -	Mokena	1'00"
Blue Island -	Tinley Park	30"
Blue Island -	47th Street	1'00"
Blue Island -	Polk Street	1'30"

**Section 4.** If it develops that locations, other than those contained herein, become places where work equipment is tied-up, the parties will consult and reach an understanding as to mileage and travel time to be allowed in the application of this understanding.

**Section 5.** This understanding may be cancelled by either party by service of an advance sixty (60) day notice on the other party.

Please signify your concurrence by affixing your name in the space provided below.

Very truly yours,

/s/ Arthur D. Dula  
Labor Relations Manager

Concur:

/s/ Ronnie L. Loch  
General Chairman

June 8, 1992

Side Letter No. 4

Mr. Hayward J. Grainer  
General Chairman  
BMW  
302 E. Broadway  
Suite B, P.O. Box 329  
Mayfield, Kentucky 42066

NIRC FILE: 08-6.1

Dear Sir:

Referring to discussion today relative to Bridge and Building workers employed in Catenary Gangs replacing concrete foundations on the Electric District used in supporting the catenary structure:

This will confirm our mutual agreement and understanding that B&B Foremen, B&B Assistant Foremen, B&B Mechanics and B&B Assistant Mechanics obtaining positions in those ranks in the Catenary Gang established on the Electric District must retain assignment in Catenary Gangs unless (a) disqualified or removed for cause; or (b) bidding for and being assigned to a position in a higher rank other than the rank of the position bidding from; or (c) the Catenary Gang positions are abolished at the end of the maintenance season, or December 31 of each calendar year, whichever is earlier.

For the purpose of assessing the demonstration of the ability of B&B employees in the application of Rule 7(b) of the April 16, 1984 Agreement, forty-five (45) calendar days shall be substituted for "thirty (30) calendar days" contained therein.

Effective June 16, 1992, the following new differential is added to Appendix A of the April 16, 1984 Agreement:

"3. A Bridge and Building Foreman, Assistant Foreman, Mechanic or Assistant Mechanic when assigned to a Catenary Gang will receive forty (40) cents per hour over his respective hourly rate."

Please signify your concurrence in the space provided.

Very truly yours,

/s/ Arthur D. Dula  
Labor Relations Manager

Concur:

/s/ Hayward J. Grainer  
General Chairman



November 1, 1999

Side Letter No. 5

Mr. Hayward J. Granier  
General Chairman  
BMW  
302 E. Broadway, Suite B  
Box 329  
Mayfield, Kentucky 42066-0329

Mr. Mark S. Wimmer  
General Chairman  
BMW  
650 Dodge Avenue  
Elk River, Minnesota 55330

Mr. Richard L. Taylor  
General Chairman  
BMW  
P.O. Box 696  
Moberly, Missouri 65270-1550

Gentlemen:

In connection with adoption of Wage, Rule, and Benefit Agreement today, and the revisions to Rule 27. Entry Rates of Pay as set forth in Section 7 of the Agreement, it is understood that an employee will receive full credit toward completion of their entry rate progression during each of the three twelve (12) calendar month periods, subject to the following provisions:

1. The employee must have at least six (6) months of compensated service within the craft during each twelve (12) calendar month period;
2. The employee cannot advance to the next rate progression category until at least twelve (12) calendar months after establishing seniority or after receiving a rate progression increase under Rule 27.

In the event that an employee, due to being furloughed, is unable to perform at least six (6) months of compensated service in the twelve (12) months after being hired or completing a rate progression period, the employee will be required to perform additional service necessary to complete the six (6) month requirement before progressing to the next rate progression period. Completion of the six (6) months of compensated service shall establish the beginning date of the next rate progression period, except when such service completes the employee's third and final rate progression period and the employee qualifies for payment of 100% of the applicable rate.

The attached examples are provided to clarify this understanding and to serve as a guide in applying Rule 27, as amended.



November 1, 1999  
Page Two

Please signify your concurrence in the space provided below.

Sincerely,

/s/ Michael J. Nielsen  
Senior Director, Corporate Administration

Concur:

/s/ Hayward J. Granier  
General Chairman

/s/ Richard L. Taylor  
General Chairman

/s/ Mark S. Wimmer  
General Chairman

**Attachment to Side Letter No. 5**

Example 1: Employee A is hired on May 1, 1999. He works 6 ½ months and is furloughed on November 15, 1999. He returns to work on March 1, 2000, works 8 months, and is furloughed on November 1, 2000. He returns to work on March 15, 2001, works another 8 months, and is furloughed October 15, 2001. He returns to work March 1, 2002, works 8 ½ months, and is furloughed November 15, 2002. How does Rule 27, as amended, apply?

<b>Rate Progression Periods</b>	<b>Actual Time Worked During Each Period</b>	<b>Applicable Entry Rate the Employee Would be Paid</b>
First Period: 5/1/99 - 4/30/00	5/1/99 - 11/15/99 (6 ½ months)	80% of applicable rate
	<del>3/1/00 - 4/30/00 (2 months)</del>	<del>80% of applicable rate</del>
Second Period: 5/1/00 - 4/30/01	5/1/00 - 11/1/00 (6 months)	90% of applicable rate
	<del>3/15/01 - 4/30/01 (1 ½ months)</del>	<del>90% of applicable rate</del>
Third Period: 5/1/01 - 4/30/02	5/1/01 - 10/15/01 (6 ½ months)	95% of applicable rate
	<del>3/1/02 - 4/30/02 (2 months)</del>	<del>95% of applicable rate</del>
	5/1/02 - 11/15/02 (6 ½ months)	
	(and thereafter)	100% of applicable rate

**Attachment to Side Letter No. 5**

Example 2: Employee B is hired on May 1, 1999. He works 6 ½ months and is furloughed on November 15, 1999. He returns to work on June 15, 2000, works 4 ½ months, and is furloughed on November 1, 2000. He returns to work on May 1, 2001, works another 5 ½ months, and is furloughed October 15, 2001. He returns to work on May 1, 2002, works 6 ½ months, and is furloughed November 15, 2002. How does Rule 27, as amended, apply?

<b>Rage Progression Periods</b>	<b>Actual Time Worked During Each Period</b>	<b>Applicable Entry Rate the Employee Would be Paid</b>
First Period: 5/1/99 - 4/30/00	5/1/99 - 11/15/99 (6 ½ months)	80% of applicable rate
Second Period: 5/1/00 - 6/15/01	6/15/00 - 11/1/00 (4 ½ months)	90% of applicable rate
	5/1/01 - 6/15/01 (1 ½ months)	90% of applicable rate
Third Period: 6/16/01 - 6/30/02	6/16/01 - 10/15/01 (4 months)	95% of applicable rate
	5/1/02 - 6/30/02 (2 months)	95% of applicable rate
	7/1/02 - 11/15/02 (4 ½ months) (and thereafter)	100% of applicable rate

August 13, 2003

Side Letter No. 6

Mr. Hayward J. Granier  
General Chairman  
BMWE  
302 E. Broadway, Suite B  
Mayfield, Kentucky 42066

Mr. Mark S. Wimmer  
General Chairman  
BMWE  
650 Dodge Avenue  
Elk River, Minnesota 55330-1993

Mr. Thomas R. McCoy  
General Chairman  
BMWE  
730 Greenup Avenue  
Ashland, Kentucky 41101

NIRC File: 08-3.6

Dear Sirs:

This is in regard to the application of the following provision of Rule 9(d) of the General Agreement between the Northeast Illinois Regional Commuter Railroad Corporation and the Brotherhood of Maintenance of Way Employees:

*"An employee affected by force reduction or abolishment of a gang shall, within a period of ten (10) calendar days from the date of his displacement, exercise his seniority rights over any junior employee."*

It is understood that an employee exercising his seniority rights under Rule 9(d) will be allowed to displace a junior employee on a Work Equipment Operator position without having previously established his qualifications on such position, in accordance with the following:

1. An employee who has not previously established that he is qualified to operate the equipment assigned to a Work Equipment Operator position will be allowed to make a conditional displacement and afforded up to ten (10) working days in which to establish his qualifications.
2. During the 10-day qualification period, the employee will be given training and instruction in the operation of the equipment assigned to the position and afforded a reasonable opportunity to demonstrate his ability to perform the required duties of the position.
3. The Carrier will have the option of holding the employee being displaced to assist with training during the 10-day qualification period.
4. A determination on the employee's qualifications will be made by a Work Equipment Supervisor or other Carrier officer no later than the first working day after the 10-day qualification period.

5. If it is determined that the senior employee is qualified to operate the equipment assigned to the position, the junior employee will be released and allowed to exercise his seniority rights.

6. If it is determined that the employee does not meet the qualifications for the position, the displacement will be disallowed and the employee will revert to the status of a displaced employee and be allowed to exercise his seniority rights in accordance with his established qualifications.

Please signify your concurrence in the space provided below.

Very truly yours,

/s/ Jeffrey L. Barton  
Director, Labor Relations

Concur:

/s/ Hayward J. Granier  
General Chairman

/s/ Thomas R. McCoy, Jr.  
General Chairman

/s/ Mark S. Wimmer  
General Chairman

To all Supervisors Milw. Engineering

Date: March 29, 1996

As discussed with the BMW Union on this date the following items will be facts of life on the Milw. District.

1. Non-signal related brush cutting and chipping will be the work of the Track Department employees.
2. Snow plows will be operated as they are (as needed) with no single craft having exclusive rights to such operation. B&B will operate in areas as needed and track will operate them if needed, all depending on areas and conditions.
3. Snow removal will remain as outlined in the snow procedures letter put out in 1994.
4. Road crossings will be done as follows;
  - a.) B&B and Track will work together removing the old surface or rubber to get the track area ready for the track work. (B&B then will temporarily retire from the job.)
  - b.) Water service will work with the track department installing the necessary drainage, until the task is completed for that stage. (WS will then temporarily retire from the job site until required for next stage.)
  - c.) Track department will do their track work.

Continued Page # 2.

- d.) B&B will work with the track department to replace the panels and/or pavement.
- e.) B&B will clean up the excess rubber, materials or debris connected with the rubber and/or paving.
- f.) Track department will clean up all track related materials and debris.

\*\*\*\*\*Note\*\*\*\*\*

Two crafts working together, in no way indicates that there will be equal numbers from each craft, it also does not mean that there will be one trackman and ten B&B employees working or in the reverse.. This is not designed to sharp shoot work to play favoritism.





547 W. Jackson Boulevard

Chicago, Illinois 60661

Phone: 312 322-6900

TTY 312 322-6774

August 16, 1996

Mr. Mark Wimmer  
General Chairman, BMWV  
C.M.St.P.&P. System Federation  
650 Dodge Avenue  
Elk River, MN 55330

**FILE: 08-24**

Dear Sir:

This has reference to concerns you raised regarding the new Antioch Yard Operation on the North Central Service Line (over WCL Railroad) in which Metra will commence operational service on August 19, 1996 between Antioch, IL and Chicago Union Station.

Metra has advised you that in connection with the Antioch Yard Operation, there are no current plans to headquarter Metra Milwaukee District Maintenance crews at Antioch because this entire yard and facilities are newly built and Metra expects minimal, if any, maintenance problems at the onset. Metra engineers told you that this may indeed change later depending upon the needs of the operation and will be re-evaluated at that time.

Metra also advised you that WCL has leased a small portion of the Antioch yard building to house one small WCL maintenance crew.

At that time you voiced several concerns. I will admit many of them are valid and I will address them one by one as follows:

You raised the concern that Metra, in an emergency, may lean towards using this WCL crew to make minor or major repairs at the Antioch yard instead of using Metra crews, and if a MOW employee were to grieve, Metra would plead "emergency situation" in an effort to mitigate a labor claim. To alleviate this valid concern, Metra hereby commits to your Organization that at no time and under absolutely no circumstances, including emergencies, will WCL employees be used, assigned or allowed to perform any type of work at the Antioch facility that is or is not contractually reserved or customarily, traditionally, and historically performed by Metra MOW employees. Moreover, I advised you that WCL Railroad and Metra's North Central Service Trainmaster will be advised of this commitment and provided a copy of this letter in order that both are fully aware of their responsibilities in this regard to assure that the WCL crew is not allowed to perform any work whatsoever at the Antioch facility, no matter how urgent, important, on-important or minuscule the work may be.



Mr. M. Wimmer  
August 16, 1996  
Page 2

In this similar matter, you raised the following concerns:

- 1) Snow removal of all Antioch yard switches, parking lots, roads, street service entrance, and platforms.
- 2) Janitorial work at the Antioch Facility.
- 3) Repairs to existing Antioch yard compound fence.
- 4) Grading of gravel roads at the yard.

I advised you that all work you listed in the above items is contractually reserved to MOW employees and that the Director on the Milwaukee District will ensure that this work is properly assigned to Metra MOW employees working under his jurisdiction in accord with the agreement. The WCL employees occupying the Antioch facility are not employees of Metra and are not connected to Metra in any way.

Hopefully, this should alleviate your concerns and those of Metra employees that Metra has every intention of preserving MOW work at Antioch to employees represented by your Organization.

Please let me hear from you should you have any questions or if I neglected to cover all of your concerns related to Antioch.

Very truly yours,

  
J. S. Morse, Director  
Labor Relations

JSM/rh  
Att.

jsm@bmw@wimmer.10





547 W. Jackson Blvd.

Chicago, Illinois 60661

Telephone: 312-322-6900

TTY# 1-312-322-6774

August 28, 1996



Mr. Mark Wimmer  
General Chairman  
Brotherhood of M.O.W. Employees  
C.M.St.P. & P. System Federation  
650 Dodge Avenue  
Elk River, Minnesota 55330

**Subject: Antioch Welfare Facility/Wisconsin Central**

Dear Mr. Wimmer:

Reference our numerous conversations concerning the Antioch Welfare Facility and in particular, the maintenance of that and the platforms on the Wisconsin Central.

On September 1<sup>st</sup>, Metra Engineering will be bulletining two new B&B mechanic's positions to be headquartered at Fox Lake, Illinois. These positions will work Monday thru Friday, 7:00 a.m. to 3:30 p.m., and will work under the direction of the existing B&B Foreman presently headquartered at Fox Lake.

Periodic inspections will be made of the Antioch Welfare facility, the Antioch Yard and all Wisconsin Central station platforms. All janitorial work and repairs, as necessary, will be carried out with Metra forces as required.

In all likelihood, Metra B&B forces from Fox Lake and/or track forces from Rondout will be used to perform this work as appropriate.

Headquarters for these two additional B&B mechanics may be changed as needed to facilitate quicker response to winter snow emergencies at Antioch and at Wisconsin Central station platforms.

Sincerely,

W. K. Tupper  
Chief Engineering Officer

WKT/RCS/dmm0495



547 W. Jackson Blvd.

Chicago, Illinois 60661

Telephone: 312-322-6900

TTY# 1-312-322-6774

February 21, 2001

Mr. M. S. Wimmer, G/C  
Brotherhood of MOW Employees  
C. M. ST. P. & P. System Federation  
650 Dodge Avenue  
Elk River, Minnesota 55330

Mr. H. J. Granier, G/C  
Brotherhood of MOW Employees  
P. O. Box 329  
Mayfield, KY 42066

Gentlemen:

As discussed previously, Metra's new start program includes a large influx of funds for platforms on the MWD-W/NCS and SWS. Final engineering has been initiated on both lines with some construction to start in late 2001. The plans are based on all platform work being done on a force account basis, including the platforms on the WCL. As design plans are finalized we will review them with you to review the demarcation line between the fill being installed by the contractor and the platform work by Metra forces. I have attached a table showing the proposed work on each line. Metra will fund the construction of an asphalt platform and if the municipalities wish to upgrade to brick pavers, they will have to fund the incremental cost.

As discussed previously, we will need to increase our B&B forces significantly to meet Metra's commitment to complete all work by 2005.

Based on the preliminary work described on the attached tables, we will need to increase our B&B forces by 60 workers, over our current workforce.

We will need to work together with John Wagner's group to develop and implement a training program. Also, we need to explore if it is possible to hire workers with carpentry experience as we expand our work force.

Sincerely,

W. K. Tupper  
Chief Engineering Officer

WKT/ceg:wimmer.212

cc: V. L. Stoner  
J. Wagner  
R. Schuster

**NORTH CENTRAL SERVICE PLATFORMS**

**WISCONSIN CENTRAL LIMITED**

<b>STATION</b>	<b>PLATFORM</b>	<b>PLATFORM SURFACE</b>	<b>EXTEND EXISTING</b>	<b>CONSTRUCT NEW PLATFORM</b>
<b>Antioch</b>	<b>East</b>	<b>Concrete</b>		<b>635 feet</b>
	<b>West</b>	<b>Concrete</b>	<b>425 feet</b>	
<b>Lake Villa</b>	<b>East</b>	<b>Concrete</b>	<b>185 feet</b>	
	<b>West</b>	<b>Concrete</b>	<b>297 feet</b>	
<b>Round Lake Beach</b>	<b>East</b>	<b>Concrete</b>	<b>425 feet</b>	
	<b>West</b>	<b>Concrete</b>	<b>355 feet</b>	
<b>Grayslake</b>	<b>East</b>	<b>Concrete</b>		<b>635 feet</b>
	<b>West</b>	<b>Concrete</b>		<b>635 feet</b>
<b>Libertyville/Prairie Crossing</b>	<b>East</b>	<b>Concrete</b>	<b>254 feet</b>	
<b>Mundelein</b>	<b>East</b>	<b>Concrete</b>	<b>254 feet</b>	
	<b>West</b>	<b>Concrete</b>	<b>254 feet</b>	
<b>Vernon Hills</b>	<b>East</b>	<b>Brick</b>		<b>635 feet</b>
	<b>West</b>	<b>Brick</b>		<b>635 feet</b>
<b>Prairie View</b>	<b>East</b>	<b>Concrete</b>		<b>635 feet</b>
	<b>West</b>	<b>Concrete</b>	<b>425 feet</b>	
<b>Buffalo Grove</b>	<b>East</b>	<b>Brick</b>		<b>635 feet</b>
	<b>West</b>	<b>Brick</b>	<b>171 feet</b>	
<b>Wheeling</b>	<b>East</b>	<b>Brick</b>	<b>211 feet</b>	
<b>Deval (WCL)</b>	<b>East</b>	<b>Concrete</b>		<b>465 feet</b>
	<b>West</b>	<b>Concrete</b>		<b>465 feet</b>
<b>O'Hare</b>	<b>East</b>	<b>Concrete</b>		<b>635 feet</b>
	<b>West</b>	<b>Concrete</b>	<b>254 feet</b>	
<b>Rosemont</b>	<b>Center</b>	<b>Concrete</b>		<b>635 feet</b>
<b>Schiller Park</b>	<b>East</b>	<b>Concrete</b>		<b>635 feet</b>
	<b>West</b>	<b>Concrete</b>		<b>635 feet</b>
<b>Franklin Park</b>	<b>East</b>	<b>Concrete</b>		<b>635 feet</b>
	<b>West</b>	<b>Concrete</b>		<b>635 feet</b>

**NORTH CENTRAL SERVICE PLATFORMS**

**MILWAUKEE DISTRICT WEST**

<b>STATION</b>	<b>PLATFORM</b>	<b>PLATFORM SURFACE</b>	<b>EXTEND EXISTING</b>	<b>CONSTRUCT NEW PLATFORM</b>
<b>River Grove</b>	<b>North</b>	<b>Asphalt</b>	<b>210 feet</b>	
	<b>Center</b>	<b>Asphalt</b>	<b>210 feet</b>	
<b>Elmwood Park</b>	<b>South</b>	<b>Asphalt</b>		<b>640 feet</b>
<b>Mont Clare</b>	<b>South</b>	<b>Asphalt</b>		<b>480 feet</b>
<b>Mars</b>	<b>North</b>	<b>Asphalt</b>	<b>85 feet</b>	
	<b>South</b>	<b>Asphalt</b>		<b>380 feet</b>
<b>Galewood</b>	<b>North</b>	<b>Asphalt</b>		<b>635 feet</b>
	<b>South</b>	<b>Asphalt</b>		<b>635feet</b>
<b>Hanson Park</b>	<b>North</b>	<b>Asphalt</b>		<b>380 feet</b>
	<b>Center</b>	<b>Asphalt</b>		<b>380 feet</b>
<b>Cragin</b>	<b>North</b>	<b>Asphalt</b>	<b>145 feet</b>	
	<b>South</b>	<b>Asphalt</b>		<b>380 feet</b>
<b>Hermosa</b>	<b>South</b>	<b>Asphalt</b>		<b>257 feet</b>

**SOUTHWEST SERVICE PLATFORMS**


<b>STATION</b>	<b>PLATFORM</b>	<b>PLATFORM SURFACE</b>	<b>EXTEND EXISTING</b>	<b>CONSTRUCT NEW PLATFORM</b>
<b>Wrightwood</b>	<b>West</b>	<b>Asphalt</b>		<b>380 feet</b>
<b>Ashburn</b>	<b>East</b>	<b>Asphalt</b>		<b>815 feet</b>
	<b>West</b>	<b>Asphalt</b>		<b>815 feet</b>
<b>Oak Lawn</b>	<b>West</b>	<b>Concrete</b>	<b>175 feet</b>	
<b>Chicago Ridge</b>	<b>East</b>	<b>Asphalt</b>	<b>112 feet</b>	
	<b>West</b>	<b>Asphalt</b>	<b>140 feet</b>	
<b>Worth</b>	<b>East</b>	<b>Asphalt</b>	<b>260 feet</b>	
	<b>West</b>	<b>Asphalt</b>	<b>260 feet</b>	
<b>Palos Park</b>	<b>East</b>	<b>Asphalt</b>		<b>645 feet</b>
	<b>West</b>	<b>Asphalt</b>		<b>645 feet</b>
<b>143<sup>rd</sup> Orland Park</b>	<b>East</b>	<b>Asphalt</b>		<b>815 feet</b>
	<b>West</b>	<b>Asphalt</b>		<b>815 feet</b>
<b>179<sup>th</sup> Orland Park</b>	<b>West</b>	<b>Asphalt</b>		<b>475 feet</b>
<b>New Lenox</b>	<b>East</b>	<b>Concrete</b>		<b>475 feet</b>
<b>Manhattan</b>	<b>West</b>	<b>Asphalt</b>		<b>380 feet</b>



## Memorandum

TO: J. Wagner, Director  
Training & Development

DATE: February 21, 2001

FROM: W. K. Tupper   
Chief Engineering Officer

SUBJECT: B & B Training

With the approval of the New Start Projects on the NCS and SWS Metra will be required to hire an additional 60 B&B workers. We need to expedite the training schedule for these new hires as well as the existing work force of 97 B&B workers. Training for the existing work force should start by April, 2001. We are anticipating that 10 to 12 workers will be available weekly to attend class.

Will you please contact me concerning any additional information you will need to start the first class in April.

WKT/ceg:bbtrain.122

cc: V. L. Stoner  
R. Schuster  
M. Nielsen  
M. Wimmer  
H. Granier

Tom

F.Y.I.

MARK

P.S. Ask Ed Engineering to put your name on the mailing list -





547 W. Jackson Blvd.

Chicago, Illinois 60661

Telephone: 312-322-6900

TTY# 1-312-322-6774

February 6, 2003

Mr. Hayward J. Granier  
General Chairman  
Brotherhood of Maintenance of Way Employes  
302 E. Broadway, Suite B  
Mayfield, Kentucky 42066

Mr. Mark S. Wimmer  
General Chairman  
Brotherhood of Maintenance of Way Employes  
650 Dodge Avenue  
Elk River, Minnesota 55330-1993

Mr. T.R. McCoy  
General Chairman  
Brotherhood of Maintenance of Way Employes  
730 Greenup Avenue  
Ashland, Kentucky 41101

NIRC File: 08-3.6

Dear Sirs:

It is hereby agreed that Rule 4 - Establishment of Seniority, of the General Agreement between the Northeast Illinois Regional Commuter Railroad Corp. and the Brotherhood of Maintenance of Way Employes will be amended, effective February 15, 2003, by adding the following Paragraph (I):

(I) An employee covered by this Agreement who transfers to another craft or class may elect to retain and accumulate seniority within the craft or class represented by the Organization party to this Agreement for a period of ninety (90) days from the date of such transfer, or ninety (90) days from the date such transferred employee completes any required probationary or training period, whichever is greater, provided such transferred employee pays a monthly service fee equal to the currently applicable membership dues of the Organization. In the event such transferred employee elects not to pay the monthly fee to retain seniority, the duly authorized representative of the Organization party to this Agreement shall notify the Director, Labor Relations, with a copy to the employee involved. If within thirty (30) calendar days after receipt of such notification the employee has not paid the monthly fee to the Organization, the employee's seniority in the craft or class represented by the Organization party to this Agreement will be terminated and the employee's name removed from the seniority roster.

A transferred employee retaining seniority pursuant to this Rule, who (for reasons other than dismissal for cause) fails to successfully complete the required training or probationary period associated with the position to which transferred, or during such training or probationary period voluntarily elects to remove himself from such transferred position, shall when returning to work in the craft or class represented by the Organization party to this Agreement exercise seniority within seven (7) calendar days and shall be entitled to displace the junior employee on the seniority roster or bid on a bulletin vacancy on said roster.

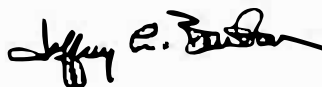
Change to  
Rule 4



Mr. Hayward J. Granier  
Mr. Mark S. Wimmer  
Mr. T.R. McCoy  
Brotherhood of Maintenance of Way Employes  
NIRC File: 08-3.6  
February 6, 2003  
Page 2

Please signify your concurrence in the space provided below.

Very truly yours,



Jeffrey L. Barton  
Director - Labor Relations

Concur:



General Chairman



547 W. Jackson Blvd.

Chicago, Illinois 60661

Telephone: 312-322-6900

TTY# 1-312-322-6774

May 27, 2003

Mr. Hayward J. Granier  
General Chairman  
Brotherhood of Maintenance of Way Employees  
302 E. Broadway, Suite B  
Mayfield, Kentucky 42066

Mr. Mark S. Wimmer  
General Chairman  
Brotherhood of Maintenance of Way Employees  
650 Dodge Avenue  
Elk River, Minnesota 55330-1993

Mr. T.R. McCoy  
General Chairman  
Brotherhood of Maintenance of Way Employees  
730 Greenup Avenue  
Ashland, Kentucky 41101

NIRC File: 08-3.6

Dear Sirs:

It is hereby agreed to delete the existing preamble to Appendix "O" - System Crews, of the General Agreement between the Northeast Illinois Regional Commuter Railroad Corp. and the Brotherhood of Maintenance of Way Employees and replace it with a new preamble effective July 1, 2003, to read as follows:

Notwithstanding any provision of the April 16, 1984 General Rules Agreement to the contrary, when the Carrier establishes positions of Gang Track Inspector to be used on a system basis, or positions of Track Foreman, Track Assistant Foreman, Trackman, Work Equipment Operator, Work Equipment Mechanic, Welding Foreman, Welder, and Assistant Welder for the purpose of track surfacing, tie replacement projects, rail replacement projects, and specific welding applications as Mobile System Gangs, it is agreed the following terms and conditions will apply. (NOTE: The duties of a Gang Track Inspector do not include regular FRA track inspection.)

Please signify your concurrence in the space provided below.

Very truly yours,

Jeffrey L. Barton  
Director - Labor Relations

Concur:

  
General Chairman



547 W. Jackson Blvd. Chicago, Illinois 60661 Telephone: 312-322-6900 TTY# 1-312-322-6774

February 24, 2004

Mr. Mark S. Wimmer  
General Chairman  
Brotherhood of Maintenance of Way Employes  
650 Dodge Avenue  
Elk River, Minnesota 55330-1993

Mr. Hayward J. Granier  
General Chairman  
Brotherhood of Maintenance of Way Employes  
302 E. Broadway, Suite B  
Mayfield, Kentucky 42066

Mr. T.R. McCoy  
General Chairman  
Brotherhood of Maintenance of Way Employes  
730 Greenup Avenue  
Ashland, Kentucky 41101

NIRC File: 08-3.6

Dear Sirs:

It is hereby agreed to amend Rules 2 and 3 of the General Agreement between the Northeast Illinois Regional Commuter Railroad Corporation and the Brotherhood of Maintenance of Way Employes, particularly the subsections pertaining to the Work Equipment Subdepartment, by adding the classification of Leading Work Equipment Mechanic. With this change, which will become effective April 1, 2004, the Work Equipment Subdepartment subsection of Rule 2 will read as follows:

**“Work Equipment Subdepartment**

**Group A - Work Equipment Operators**

- Rank 1 - Heavy Equipment Operators
- Rank 2 - Light Equipment Operators

**Group B - Work Equipment Repairers**

- Rank 1 - Leading Work Equipment Mechanics
- Rank 2 - Work Equipment Mechanics
- Rank 3 - Work Equipment Assistant Mechanics”

Mr. Mr. Mark S. Wimmer, Hayward J. Granier, Mr. T.R. McCoy  
General Chairmen  
Brotherhood of Maintenance of Way Employes  
February 24, 2004  
Page 2

The Work Equipment Repairers subsection under Rule 3(C) will be amended to read as follows:

**Group B** - Work Equipment Repairers - Employees assigned to repair, adjust, or dismantle work equipment used in the Maintenance of Way Department.

**Rank 1** - Leading Work Equipment Mechanics -- Employees assigned to work with and direct the work of Work Equipment Mechanics and reporting directly to the work equipment supervisor or other designated Carrier official.

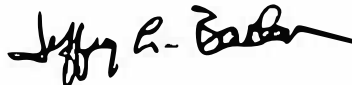
**Rank 2** - Work Equipment Mechanics - Employees assigned to perform diagnostics and rebuilding of equipment components as well as routine repairs, adjustments, and maintenance on work equipment used in the Maintenance of Way Department.

**Rank 3** - Work Equipment Assistant Mechanics - Employees assigned based on aptitude to become Work Equipment Mechanics who assist Mechanics and perform routine repairs, adjustments, and maintenance on work equipment used in the Maintenance of Way Department."

It is agreed further that Appendix A of the General Agreement will be amended by adding the classification of Leading Work Equipment Mechanic, with an hourly rate of pay of \$25.33.

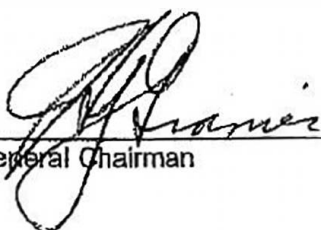
Please signify your concurrence in the space provided below.

Very truly yours,



Jeffrey L. Barton  
Director - Labor Relations

Concur:

  
\_\_\_\_\_  
General Chairman



September 22, 2004

Mr. Hayward J. Granier, General Chairman  
Brotherhood of Maintenance of Way Employees  
302 E. Broadway, Suite B  
Mayfield, Kentucky 42066

Mr. Mark S. Wimmer, General Chairman  
Brotherhood of Maintenance of Way Employees  
18921 York Street, NW - Suite F  
Elk River, Minnesota 55330-1993

Mr. T.R. McCoy, General Chairman  
Brotherhood of Maintenance of Way Employees  
9300 Runyon Road  
Cattlettsburg, Kentucky 41129

NIRC File: 08-3.6

Dear Sirs:

This is regard to the application of Rule 18 of the April 16, 1984 General Rules Agreement, as amended, in assigning covered employees to perform overtime work at certain stations on the Burlington Northern Santa Fe line between Chicago and Aurora, Illinois. The Commuter Rail Division of the Regional Transportation Authority is currently leasing stations from the BNSF at Halsted, Western Avenue, Cicero, Clyde, Congress Park, Stone Avenue, West Hinsdale and Belmont Road. The lease agreements provide that the Commuter Rail Division will assume responsibility for maintenance of the station structures.

During such time that these lease agreements remain in effect, it is agreed that when covered employees are assigned to perform work at these locations on an overtime basis, the employees who were performing the work on a straight time basis will have preference to the overtime. When the overtime is not required in connection with work being performed on a straight time basis, the overtime will be offered first to the B&B gang headquartered at Western Avenue. If additional employees are needed, preference to the overtime will be given to the B&B gang headquartered at Franklin Park. Employees within the gangs will be given preference to such work in accordance with Rule 18(k). Please signify your concurrence in the space provided below.

Very truly yours,

Jeffrey L. Barton  
Director - Labor Relations

Concur

General Chairman

General Chairman

General Chairman



547 W. Jackson Blvd.

Chicago, Illinois 60661

Telephone: 312-322-6900

TTY# 1-312-322-6774

February 23, 2005

Mr. Mark S. Wimmer, General Chairman  
Brotherhood of Maintenance of Way Employes  
18921 York Street, NW - Suite F  
Elk River, Minnesota 55330-1993

Mr. Hayward J. Granier, General Chairman  
Brotherhood of Maintenance of Way Employes  
302 E. Broadway, Suite B  
Mayfield, Kentucky 42066

Mr. T.R. McCoy, General Chairman  
Brotherhood of Maintenance of Way Employes  
9300 Runyon Road  
Catlettsburg, Kentucky 41129

NIRC File: 08-3.6

Dear Sirs:

This is in regard to our recent discussions concerning the application of Section 1 of Appendix Q of the General Agreement between the Northeast Illinois Regional Commuter Railroad Corporation and the Brotherhood of Maintenance of Way Employes. It was agreed that Section 1 would be amended to read as follows:

Section 1. (a) Employees must possess a Commercial Drivers License (CDL) in order to hold or obtain the following positions, except as provided below: the Foreman, Assistant Foreman and one Trackman position on Track Gangs; the Foreman, Assistant Foreman and one Mechanic position on Bridge and Building and Water Service Gangs; Welding Foremen, Welders, and Assistant Welders; Work Equipment Mechanics; and the Group A, Rank 1 Work Equipment Operator assigned to End Loader LD-33076.

--LABOR REL-- (b) When a gang is regularly assigned to utilize equipment that requires the operator to have in his possession a Class A CDL with an air brake endorsement, the CDL requirements as outlined in paragraph (a), above, will be modified as follows: in order to hold or obtain either the Foreman or Assistant Foreman on such gang, an employee must possess a Class B CDL; up to two (2) Mechanic or Trackman positions (depending on the type of gang) on such gangs will be

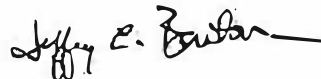
7 MAR 05 11:40

designated as CDL positions and in order to hold or obtain such a position, an employee must possess a Class A CDL with the air brake endorsement.

The modified CDL provisions as outlined above will not become effective prior to May 1, 2005.




Please signify your concurrence in the space provided below.

Very truly yours,



Jeffrey L. Barton  
Director - Labor Relations

Concur:

  
\_\_\_\_\_  
General Chairman  
\_\_\_\_\_  
General Chairman  
\_\_\_\_\_  
General Chairman



February 24, 2005

Mr. Mark S. Wimmer, General Chairman  
Brotherhood of Maintenance of Way Employes  
1892 1/2 York Street, NW - Suite F  
Elk River, Minnesota 55330-1993

Mr. Hayward J. Granier, General Chairman  
Brotherhood of Maintenance of Way Employes  
302 E. Broadway, Suite B  
Mayfield, Kentucky 42066

Mr. T.R. McCoy, General Chairman  
Brotherhood of Maintenance of Way Employes  
9300 Runyon Road  
Catlettsburg, Kentucky 41129

NIRC File: 08-3.6

Dear Sirs:

This is in regard to our recent discussions concerning the employer contributions to the supplemental retirement plan as set forth in Appendix L of the General Agreement between the Northeast Illinois Regional Commuter Railroad Corporation and the Brotherhood of Maintenance of Way Employes. It was agreed that Appendix L would be modified to provide that the employer contribution will be made for all hours for which employees receive compensation, up to a maximum of 2,088 hours per calendar year. Accordingly, effective with the date that this change is implemented, paragraphs (c), (d), (e), and (f) of Section 1 of Appendix L will be modified to read as follows:

LABOR REL

1 MAR 05 11: 16

- (c) Effective July 1, 2004, the contribution rate shall be increased to forty (40) cents per hour.
- (d) Effective July 1, 2005, the contribution rate shall be increased to forty-five (45) cents per hour.
- (e) Effective July 1, 2006, the contribution rate shall be increased to fifty (50) cents per hour.
- (f) Effective July 1, 2007, the contribution rate shall be increased to fifty-five (55) cents per hour.



In addition, effective with the date that this change is implemented, Section 2 of Appendix L will be modified to read as follows:

Section 2. The contribution to be made to the Plan by the Carrier shall be for each hour paid up to, but not exceeding, a maximum of 2,088 hours per year.

It was agreed further that the parties would engage in a cooperative effort to implement this change as soon as possible, with a planned effective date not later than April 1, 2005. It is understood that final implementation shall be contingent on a determination that the change has been found to be consistent with the overall provisions of the TCIU Pension Plan, Summary Plan Description dated January, 1993. It is understood that the modification to Section 1(c) will not apply retroactively.

Please signify your concurrence in the space provided below.

Very truly yours,



Jeffrey L. Barton  
Director - Labor Relations

Concur:



General Chairman



General Chairman



General Chairman



## Memorandum

To: Distribution

March 21, 2005

From: W. K. Tupper

Subject: Class "A" CDL License with air brake endorsement

Please refer to my letter of January 13, 2005 regarding Class "A" CDL License with air brake endorsement. After further review of the driver's license regulations and discussions with BMW General Chairmen an agreement was reached between METRA and the BMW regarding this issue.

A copy of that agreement is attached.

Whenever gangs are bulletined that have trailers assigned to them that require drivers with a Class "A" CDL driver's license with an air brake endorsement, this new agreement applies.

All existing positions that fall into this category will, if the current incumbent does not possess the necessary Class "A" CDL with air brake endorsement, be rebulletined on June 1, 2005. In addition, the second Class "A" CDL mechanic or trackman driver's position now required by the new agreement will be bulletined on June 1, 2005. This should allow anyone that wishes to bid on these new CDL "A" drivers positions the opportunity to acquire the necessary CDL "A" license with air brake endorsement.

All those currently working on one of these gangs as a CDL mechanic or trackman driver must have a Class "A" CDL license with an air brake endorsement. If they do not, they will be allowed to continue to work their present job until June 1, 2005 provided they immediately make arrangements to receive the necessary training and take the required State of Illinois drivers test in order to have their license upgraded. If they cannot or do not do this by June 1, 2005, they will be considered not qualified for their job and will have to bid on a new job.

If they do not have the required Class "A" license and want to obtain one they should contact Ms. Fran Hall at extension 8988, by not later than 4 P.M. April 4, 2005 to schedule the necessary class. They will then be allowed to continue to work their present job until June 1, 2005 at which time they must provide their Class "A" license, with air brake endorsement. If they have not obtained it by then they will, as stated earlier, be required to bid onto another job for which they are qualified.

rsc032105

Distribution: W.T. Archer  
J. Barton  
A. R. Bobby  
F. Hall  
L.C. Powell  
J. Renfrow  
M. Richardson  
J. E. Riley

J. David  
H. Granier





## **Memorandum**

March 7, 2005

To: DISTRIBUTION

From: Jeffrey L. Barton, Director-Labor Relations (6646) <sup>JLB</sup>

Re: Agreement with Brotherhood of Maintenance of Way Employees (BMWE)

File: 13.7

Attached for your reference and records is a copy of a recently signed agreement with the BMWE concerning the requirements for commercial driver's licenses.

Attachment

DISTRIBUTION:

M. Nielsen  
V. Stoner  
W. Tupper  
R. Schuster  
M. Richardson  
J. Renfrow  
W. Archer



547 W. Jackson Blvd. Chicago, Illinois 60661 Telephone: 312-322-6900 TTY# 1-312-322-6774

March 7, 2005

Mr. Mark S. Wimmer, General Chairman  
Brotherhood of Maintenance of Way Employes  
18921 York Street, NW - Suite F  
Elk River, Minnesota 55330-1993

Mr. Hayward J. Granier, General Chairman  
Brotherhood of Maintenance of Way Employes  
302 E. Broadway, Suite B  
Mayfield, Kentucky 42066

NIRC File: 08-3.6

Dear Sirs:

Attached for your records is a copy of the fully executed letter of agreement concerning an amendment to Appendix Q and the requirements for commercial driver's licenses.

Very truly yours,

James P. Finn  
Manager - Labor Relations

Attachment

cc: J. David





547 W. Jackson Blvd.

Chicago, Illinois 60661

Telephone: 312-322-6900

TTY# 1-312-322-6774

February 23, 2005

Mr. Mark S. Wimmer, General Chairman  
Brotherhood of Maintenance of Way Employees  
18921 York Street, NW - Suite F  
Elk River, Minnesota 55330-1993

Mr. Hayward J. Granier, General Chairman  
Brotherhood of Maintenance of Way Employees  
302 E. Broadway, Suite B  
Mayfield, Kentucky 42066

Mr. T.R. McCoy, General Chairman  
Brotherhood of Maintenance of Way Employees  
9300 Runyon Road  
Catlettsburg, Kentucky 41129

NIRC File: 08-3.6

Dear Sirs:

This is in regard to our recent discussions concerning the application of Section 1 of Appendix Q of the General Agreement between the Northeast Illinois Regional Commuter Railroad Corporation and the Brotherhood of Maintenance of Way Employees. It was agreed that Section 1 would be amended to read as follows:

**Section 1.** (a) Employees must possess a Commercial Drivers License (CDL) in order to hold or obtain the following positions, except as provided below: the Foreman, Assistant Foreman and one Trackman position on Track Gangs; the Foreman, Assistant Foreman and one Mechanic position on Bridge and Building and Water Service Gangs; Welding Foremen, Welders, and Assistant Welders; Work Equipment Mechanics; and the Group A, Rank 1 Work Equipment Operator assigned to End Loader LD-33076.

--LABOR REL--

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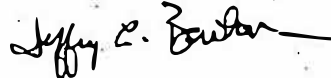
(b) When a gang is regularly assigned to utilize equipment that requires the operator to have in his possession a Class A CDL with an air brake endorsement, the CDL requirements as outlined in paragraph (a), above, will be modified as follows: in order to hold or obtain either the Foreman or Assistant Foreman on such gang, an employee must possess a Class B CDL; up to two (2) Mechanic or Trackman positions (depending on the type of gang) on such gangs will be

designated as CDL positions and in order to hold or obtain such a position, an employee must possess a Class A CDL with the air brake endorsement.

The modified CDL provisions as outlined above will not become effective prior to May 1, 2005.

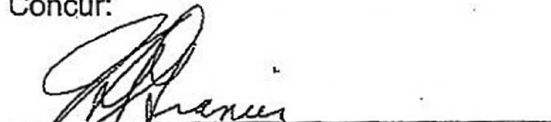


Please signify your concurrence in the space provided below.

Very truly yours,



Jeffrey L. Barton  
Director - Labor Relations

Concur:

  
\_\_\_\_\_  
General Chairman  
\_\_\_\_\_  
General Chairman  
\_\_\_\_\_  
General Chairman



## Memorandum

To: All Engineering Department Employees

June 27, 2005

From: W. K. Tupper 

Subject: Split Personal Days

We have been asked to review our needs of service and to consider allowing employees greater flexibility in the use of available paid personal time. We have completed our review process and are pleased to announce that employees will now be able to split up to three of their annual allocation of personal days into half-day increments. This change in the current policy regarding personal days will be effective July 1, 2005, subject to the following criteria:

- The use of incremental half-day personal time is limited to employees working positions considered as first shift, Monday through Friday, at locations where more than one employee is performing the assigned work.
- The use of incremental half-day personal time is subject to the needs of the service. Therefore, such requests must be consistent with present departmental policy regarding requests for personal time off.
- Only the "afternoon" portion of the workday may be used for incremental half-day personal time.
- Employees need to arrange for their own transportation in the event they are working away from their assigned headquarters point on a day they will be using incremental personal time.
- Available incremental paid personal time is not intended to handle all conceivable employee situations. Therefore, employees requiring frequent (rather than occasional) doctor visits should address those issues through the Family Medical Leave policy.

This change is being made to accommodate the personal and family needs of employees consistent with the requirements of service. Accordingly, all employees are expected to exercise appropriate care and judgment in their use of incremental personal time off. Questions concerning this change should be directed to your supervisor.

rsc062705



547 W. Jackson Blvd.

Chicago, Illinois 60661

Telephone: 312-322-6900

TTY# 1-312-322-6774

June 14, 2005

Mr. Mark S. Wimmer  
General Chairman  
BMW/IBT  
18921 York Street, NW  
Suite F  
Elk River, Minnesota 55330

Mr. Hayward J. Granier  
General Chairman  
BMW/IBT  
302 East Broadway, Suite B  
Box 329  
Mayfield, Kentucky 42066-0329

Mr. Thomas R. McCoy  
General Chairman  
BMW/IBT  
9300 Runyan Road  
Catlettsburg, Kentucky 41129-8753

Gentlemen:

From time to time, various organizations have sought to explore possible arrangements by which employees in the Engineering and/or Mechanical Departments would be allowed to use their personal days in increments of less than a full day. Much of these discussions centered on the benefits inherent in such an incremental time-off approach (in terms of providing employees greater flexibility in scheduling doctor visits and other similar professional appointments), as well as on the concern that employees who needed to leave work early could soon find themselves subject to discipline.

Whenever such proposals to expand the use of personal days have surfaced, the Carrier's response has typically been one of reluctance to modifying existing policies given the adverse impact incremental personal time would have on manpower planning and workforce utilization. Moreover, in our view, the Carrier already was doing what it could to help employees address their personal needs by providing at least some opportunity for unpaid "early quits," as well as through such paid and unpaid time-off benefits as split vacation days, sick days, personal days, safety incentive days, and family/medical leave.

Such considerations aside, the Carrier nonetheless has come to recognize the difficulties employees may occasionally face in trying to schedule professional and business appointments outside of normal weekday work hours. As such, we have been reviewing current policies and procedures to determine whether certain changes could be made that would help better balance the needs of employees with those of the operation. We have completed this review process and are, at this time, prepared to proceed with a modification in policy that will provide for incremental paid time-off.



June 14, 2005  
Page Two

In this regard, I have attached for your information an advance copy of the bulletins that will be posted to Engineering Department employees outlining the parameters of the new policy, to take effect July 1, 2005. It is fairly straight-forward, but please call if you should have any questions. While certain provisions are included to help protect the requirements of service, it is clear that this expansion in the use of paid personal days represents a very positive step in affording employees improved flexibility in scheduling their time-off to tend to personal and family needs.

Sincerely,



Michael J. Nielsen  
Senior Director, Corporate Administration



March 28, 2006

Mr. Mark S. Wimmer, General Chairman  
Brotherhood of Maintenance of Way Employes  
18921 York Street, NW - Suite F  
Elk River, Minnesota 55330-1993

Mr. Hayward J. Granier, General Chairman  
Brotherhood of Maintenance of Way Employes  
302 E. Broadway, Suite B  
Mayfield, Kentucky 42066

Mr. T.R. McCoy, General Chairman  
Brotherhood of Maintenance of Way Employes  
9300 Runyon Road  
Catlettsburg, Kentucky 41129

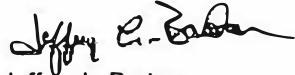
NIRC File: 08-3.6


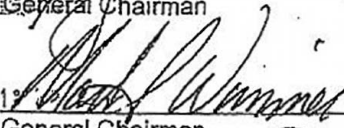

Dear Sirs:

This is in regard to the application of the General Agreement between the Northeast Illinois Regional Commuter Railroad Corporation and the Brotherhood of Maintenance of Way Employes, particularly in regard to the assignment of district gangs. It is understood that such gangs will be established for the purpose of performing work on a particular district and will be assigned to perform work only within that district, except in the event of an emergency. The delineation of districts as set forth in Appendix "O" will govern in the application of this letter of understanding. In other words, the system will be divided into four districts: Rock Island, Metra Electric, Milwaukee, and Southwest Service.

In other than emergency situations, arrangements may be made for temporary cross-district assignment of gangs by agreement between the parties. Please signify your concurrence in the space provided below.

Very truly yours

  
Jeffrey L. Barton  
Director - Labor Relations

Concur:  
  
\_\_\_\_\_  
General Chairman  
  
\_\_\_\_\_  
General Chairman  
  
\_\_\_\_\_  
General Chairman

LABOR RELATIONS

05 11



547 W. Jackson Blvd.

Chicago, Illinois 60661

Telephone: 312-322-6900

TTY# 1-312-322-6774

March 28, 2006

Mr. Mark S. Wimmer, General Chairman  
Brotherhood of Maintenance of Way Employes  
18921 York Street, NW - Suite F  
Elk River, Minnesota 55330-1993

Mr. Hayward J. Granier, General Chairman  
Brotherhood of Maintenance of Way Employes  
302 E. Broadway, Suite B  
Mayfield, Kentucky 42066

Mr. T.R. McCoy, General Chairman  
Brotherhood of Maintenance of Way Employes  
9300 Runyon Road  
Catlettsburg, Kentucky 41129

NIRC File: 08-3.6

Dear Sirs:

This is in regard to the application of Rule 7(b) of the General Agreement between the Northeast Illinois Regional Commuter Railroad Corporation and the Brotherhood of Maintenance of Way Employes, which provides as follows:

(b) When making assignments, the senior applicant of the rank bulletined will be awarded the position subject to the demonstration of his ability to meet the requirements of the position within thirty (30) calendar days after the date reporting to the position. If the employee fails to qualify within this period, the position will be declared vacant and rebulletined. The disqualified employee, having been notified in writing of the reasons therefor, will return to his former position if it still exists or has not been claimed by a senior employee exercising displacement rights, in which event such employee shall exercise general displacement rights.

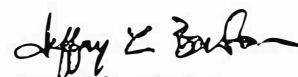
It is understood that an employee who is seeking to qualify on a position in a specific group and rank, who is displaced either by virtue of the position being abolished or by the exercise of seniority by another employee, will have the right to displace a junior employee who is in the process of qualifying on a position in the same group and rank. In other words, if an employee is displaced within his 30-day qualifying period under Rule 7(b), he will have the right to displace a similarly situated junior employee.

-LABOR REL-

Mr. Mark S. Wimmer, Mr. Hayward J. Granier, Mr. T.R. McCoy  
Brotherhood of Maintenance of Way Employees  
March 28, 2006  
Page 2

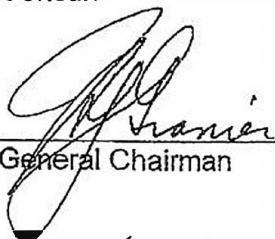
Please signify your concurrence in the space provided below.

Very truly yours,



Jeffrey L. Barton  
Director - Labor Relations

Concur:



---

General Chairman



---

General Chairman



---

General Chairman

# Metra

547 W. Jackson Blvd.

Chicago, Illinois 60661

Telephone: 312-322-6900

TTY# 1-312-322-6774

March 28, 2006

Mr. Mark S. Wimmer, General Chairman  
Brotherhood of Maintenance of Way Employees  
18921 York Street, NW - Suite F  
Elk River, Minnesota 55330-1993

Mr. Hayward J. Granier, General Chairman  
Brotherhood of Maintenance of Way Employees  
302 E. Broadway, Suite B  
Mayfield, Kentucky 42066

Mr. T.R. McCoy, General Chairman  
Brotherhood of Maintenance of Way Employees  
9300 Runyon Road  
Catlettsburg, Kentucky 41129

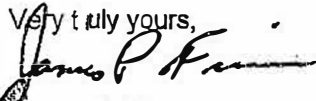
NIRC File: 08-3.6

Dear Sirs:

Attached is a proposed letter of understanding concerning the application of the General Agreement between the Northeast Illinois Regional Commuter Railroad Corporation and the Brotherhood of Maintenance of Way Employees. The purpose of this letter is to address the assignment of district gangs, pursuant to the recent discussion between representatives of the Organization and the Carrier's Chief Operations Officer and Chief Engineering Officer. In essence, the letter of understanding provides that district gangs will be assigned to perform work only on a particular district.

In accordance with this understanding, a situation such as that involving the Bridge and Building gang recently established at 179<sup>th</sup> Street would be handled as follows in the future: the gang would be established as a Rock Island district gang, with headquarters at 179<sup>th</sup> Street, and assigned to perform work on the Rock Island district. With the completion of the work on the Rock Island district, the gang would be abolished and a new gang would be established as a Southwest Service district gang. The new gang, also headquartered at 179<sup>th</sup> Street, would be assigned to perform work only on the Southwest Service district.

Two copies of this letter of understanding are being sent to each of you. If the proposed letter meets your approval, we would request that you signify your concurrence in the space provided on one copy and return it to this office for our files. The other copy can be retained for your records. It is understood that this letter will be made effective only if it is accepted by each General Chairman.

Very truly yours,  
  
James P. Finn  
Manager - Labor Relations

Attachment





547 W. Jackson Blvd.

Chicago, Illinois 60661

Telephone: 312-322-6900

TTY# 1-312-322-6774

March 28, 2006

Mr. Mark S. Wimmer, General Chairman  
Brotherhood of Maintenance of Way Employees  
18921 York Street, NW - Suite F  
Elk River, Minnesota 55330-1993

Mr. Hayward J. Granier, General Chairman  
Brotherhood of Maintenance of Way Employees  
302 E. Broadway, Suite B  
Mayfield, Kentucky 42066

Mr. T.R. McCoy, General Chairman  
Brotherhood of Maintenance of Way Employees  
9300 Runyon Road  
Catlettsburg, Kentucky 41129

NIRC File: 08-3.6

Dear Sirs:

Attached is a proposed letter of agreement that would amend Rules 2 and 3 of the General Agreement between the Northeast Illinois Regional Commuter Railroad Corporation and the Brotherhood of Maintenance of Way Employees by adding a new classification of Work Equipment Laborer. The amendment would place the new classification in Group B, Rank 4 in the Work Equipment Subdepartment.

Two copies of this letter of agreement are being sent to each of you. If the proposed amendment meets your approval, we would request that you signify your concurrence in the space provided on one copy and return it to this office for our files. The other copy can be retained for your records. It is understood that this agreement will be made effective only if it is accepted by each General Chairman.

Very truly yours,

James P. Finn  
Manager - Labor Relations

Attachment





547 W. Jackson Blvd. Chicago, Illinois 60661 Telephone: 312-322-6900 TTY# 1-312-322-6774

March 28, 2006

Mr. Mark S. Wimmer, General Chairman  
Brotherhood of Maintenance of Way Employees  
18921 York Street, NW - Suite F  
Elk River, Minnesota 55330-1993

Mr. Hayward J. Granier, General Chairman  
Brotherhood of Maintenance of Way Employees  
302 E. Broadway, Suite B  
Mayfield, Kentucky 42066

Mr. T.R. McCoy, General Chairman  
Brotherhood of Maintenance of Way Employees  
9300 Runyon Road  
Catlettsburg, Kentucky 41129

NIRC File: 08-3.6

Dear Sirs:

Attached is a proposed letter of understanding concerning the application of Rule 7(b) of the General Agreement between the Northeast Illinois Regional Commuter Railroad Corporation and the Brotherhood of Maintenance of Way Employees. The letter addresses situations in which an employee fails to qualify on a position due to being displaced during his 30-day qualifying period, establishing that the displacement rights available to such employees will extend to positions in the same group and rank that have been awarded to junior employees who are also still within their 30-day qualifying period.

Two copies of this letter of agreement are being sent to each of you. If the proposed amendment meets your approval, we would request that you signify your concurrence in the space provided on one copy and return it to this office for our files. The other copy can be retained for your records. It is understood that this agreement will be made effective only if it is accepted by each General Chairman.

Very truly yours,

James P. Finn  
Manager - Labor Relations

Attachment





547 W. Jackson Blvd. Chicago, Illinois 60661 Telephone: 312-322-6900 TTY# 1-312-322-6774

March 28, 2006

Mr. Mark S. Wimmer, General Chairman  
Brotherhood of Maintenance of Way Employes  
18921 York Street, NW - Suite F  
Elk River, Minnesota 55330-1993

Mr. Hayward J. Granier, General Chairman  
Brotherhood of Maintenance of Way Employes  
302 E. Broadway, Suite B  
Mayfield, Kentucky 42066

Mr. T.R. McCoy, General Chairman  
Brotherhood of Maintenance of Way Employes  
9300 Runyon Road  
Cattlettsburg, Kentucky 41129

NIRC File: 08-3.6

Dear Sirs:

Pursuant to our recent discussions, it is hereby agreed to amend Rules 2 and 3 of the General Agreement between the Northeast Illinois Regional Commuter Railroad Corporation and the Brotherhood of Maintenance of Way Employes, specifically the subsections pertaining to the Work Equipment Subdepartment, by adding the classification of Work Equipment Laborer. With this change, which will become effective May 15, 2006, the Work Equipment Subdepartment subsection of Rule 2 will read as follows:

"Work Equipment Subdepartment

Group A - Work Equipment Operators

- Rank 1 - Heavy Equipment Operators
- Rank 2 - Light Equipment Operators

Group B - Work Equipment Repairers

- Rank 1 - Leading Work Equipment Mechanics
- Rank 2 - Work Equipment Mechanics
- Rank 3 - Work Equipment Assistant Mechanics
- Rank 4 - Work Equipment Laborer"

The Work Equipment Repairers subsection under Rule 3(C) will be amended to read as follows:

"Group B - Work Equipment Repairers - Employees assigned to repair, adjust, or dismantle work equipment used in the Maintenance of Way Department.

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*Metra is the registered service mark for the Northeast Illinois Regional Commuter Railroad Corporation.*



Mr. Mark S. Wimmer, Mr. Hayward J. Granier, Mr. T.R. McCoy  
Brotherhood of Maintenance of Way Employes  
March 28, 2006  
Page 2

Rank 1 – Leading Work Equipment Mechanics – Employees assigned to work with and direct the work of Work Equipment Mechanics and reporting directly to the work equipment supervisor or other designated Carrier official.

Rank 2 - Work Equipment Mechanics - Employees assigned to perform diagnostics and rebuilding of equipment components as well as routine repairs, adjustments, and maintenance on work equipment used in the Maintenance of Way Department.

Rank 3 - Work Equipment Assistant Mechanics - Employees assigned based on aptitude to become Work Equipment Mechanics who assist Mechanics and perform routine repairs, adjustments, and maintenance on work equipment used in the Maintenance of Way Department.

Rank 4 - Work Equipment Laborer - Employees assigned to perform general labor in the Work Equipment Subdepartment.”

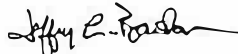
It is agreed that Appendix A of the General Agreement will be amended by adding the classification of Work Equipment Laborer, with an hourly rate of pay of \$20.19.

It is agreed further that Appendix Q of the General Agreement will be amended by adding a paragraph (c) to the existing provisions of Section 1, to read as follows:

“(c) Employees must possess a Class A CDL in order to hold or obtain a position as a Work Equipment Laborer.”

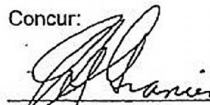
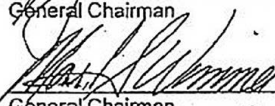
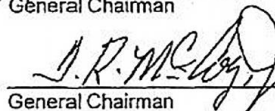
Please signify your concurrence in the space provided below.

Very truly yours,



Jeffrey L. Barton  
Director - Labor Relations

Concur:

  
\_\_\_\_\_  
General Chairman  
\_\_\_\_\_  
General Chairman  
\_\_\_\_\_  
General Chairman



547 W. Jackson Blvd. Chicago, Illinois 60661 Telephone: 312-322-6900 TTY# 1-312-322-6774

May 15, 2006

Mr. Mark S. Wimmer, General Chairman  
Brotherhood of Maintenance of Way Employes  
18921 York Street, NW - Suite F  
Elk River, Minnesota 55330-1993

Mr. Hayward J. Granier, General Chairman  
Brotherhood of Maintenance of Way Employes  
302 E. Broadway, Suite B  
Mayfield, Kentucky 42066

Mr. T.R. McCoy, General Chairman  
Brotherhood of Maintenance of Way Employes  
9300 Runyon Road  
Catlettsburg, Kentucky 41129

NIRC File: 08-3.6

Dear Sirs:

Attached for your records are copies of the fully executed letters of understanding regarding the classification of Work Equipment Laborer, the application of Rule 7(b), and the assignment of district gangs.

Very truly yours,

James P. Finn  
Manager - Labor Relations

Attachments

*Metra is the registered service mark for the Northeast Illinois Regional Commuter Railroad Corporation.*

May 30, 2006

Hayward J. Granier  
General Chairman, BMW  
302 E. Broadway, Suite B  
Mayfield, KY 42066

Tom R. McCoy, Jr.  
General Chairman, BMW  
9300 Runyon Road  
Catlettsburg, KY 41129

Mark Wimmer  
General Chairman, BMW  
18921 York St. NW Suite F  
Elk River, MN 55330

Dear Sirs:

Currently, there are a number of employees in the Bridge and Building Department who are furloughed. In an effort to provide assistance to those employees, NIRC is able to make available a limited number of positions in other departments.

Under normal circumstances, furloughed employees may accept employment in other crafts and, when recalled, they must protect their seniority by returning to their original craft, or surrender their seniority in favor of employment in their new position.

While it is anticipated the current furlough may be for an extended period, it is possible short-term project financing may become available, which would allow the Carrier to return furloughed employees to service in the B&B department on a short-time basis. The agreement between NIRC and the Brotherhood of Maintenance of Way Employees requires the Carrier to recall furloughed employees in seniority order and for those employees to return to service upon recall to maintain their seniority. If, in fact, a short-term recall in B&B occurs, the recall would require furloughed employees successful in obtaining employment in other departments to terminate that continuous work opportunity in the new department.

THEREFORE, IT IS AGREED:

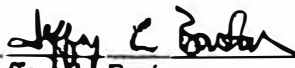
During calendar year 2006 employees furloughed from the B&B department who accept other employment with the Carrier will not be required to report for service for employment in the B&B department in order to retain their seniority, pursuant to Rule 9(g).

However, furloughed employees from the B&B department who do not obtain another position with the Carrier will be required to return to service when recalled.

This agreement is effective upon full execution and terminates December 31, 2006.

If this accurately reflects our understanding please execute the agreement by affixing your signature below.

For the Northeast Illinois Commuter  
Railroad Corporation:

  
\_\_\_\_\_  
Jeffrey L. Barton  
Director - Labor Relations

For the Brotherhood of Maintenance  
of Way Employees:

\_\_\_\_\_  
Hayward J. Granier  
General Chairman, BMWWE

  
\_\_\_\_\_  
Mark Wimmer  
General Chairman, BMWWE

\_\_\_\_\_  
Tom R. McCoy, Jr.  
General Chairman, BMWWE



547 W. Jackson Blvd.

Chicago, Illinois 60661

Telephone: 312-322-6900

TTY# 1-312-322-6774

February 15, 2007

Mr. Mark S. Wimmer, General Chairman  
Brotherhood of Maintenance of Way Employes  
18921 York Street, NW - Suite F  
Elk River, Minnesota 55330-1993

Mr. Hayward J. Granier, General Chairman  
Brotherhood of Maintenance of Way Employes  
302 E. Broadway, Suite B  
Mayfield, Kentucky 42066

Mr. T.R. McCoy, General Chairman  
Brotherhood of Maintenance of Way Employes  
9300 Runyon Road  
Cattlettsburg, Kentucky 41129

NIRC File: 08-3.6

Dear Sirs:

Pursuant to our recent discussions, it is hereby agreed to amend paragraph (a) of Rule 15 of the General Agreement between the Northeast Illinois Regional Commuter Railroad Corporation and the Brotherhood of Maintenance of Way Employes, effective March 1, 2007, to read as follows:

(a) Employees shall be assigned a meal period of not less than twenty (20) minutes nor more than sixty (60) minutes, which shall be regularly established between the end of the fourth hour and the beginning of the sixth hour after the established starting time, unless otherwise agreed upon by the General Chairman and the proper supervising officer. Except when it would be inconsistent with the Carrier's operational requirements, preference will be given to establishing a twenty (20) minute meal period, which shall be allowed without a reduction in pay during the regular work period of eight (8) consecutive hours. The established meal period may be changed by providing affected employees with written notice not less than thirty-six (36) hours in advance. Assigned meal periods will be flexible to the extent that they may vary by up to thirty (30) minutes either prior to or after the established time, when necessary to clear trains.

Please signify your concurrence in the space provided below:

Very truly yours,

Jeffrey L. Barton  
Director -- Labor Relations

Concur:

General Chairman

General Chairman

General Chairman

Approved - Vice President

April 19, 2007

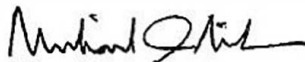
Mr. Hayward J. Granier  
General Chairman  
BMW/IBT  
302 East Broadway, Suite B  
Box 329  
Mayfield, Kentucky 42066-0329

Mr. Mark S. Wimmer  
General Chairman  
BMW/IBT  
18921 York Street, NW  
Suite F  
Elk River, Minnesota 55330

Dear Sirs:

In follow-up to our discussions earlier today, this letter shall confirm that the parties have decided to hold the agreement dated February 15, 2007, concerning meal periods, in abeyance. Accordingly, current handling will remain status quo and no actions will be taken relative to changing meal period arrangements as contemplated in the agreement until such time as the matter may be resurfaced either informally or as part of any subsequent negotiation.

Sincerely,



Michael J. Nielsen  
Senior Director, Corporate Administration

cc: T. McCoy  
J. David  
W. Tupper  
J. Lorenzini  
R. Schuster  
J. Barton





660-263-7481

October 17, 2007

Mr. Mark S. Wimmer, General Chairman  
Brotherhood of Maintenance of Way Employes  
18921 York Street, NW - Suite F  
Elk River, Minnesota 55330-1993

Mr. Hayward J. Granier, General Chairman  
Brotherhood of Maintenance of Way Employes  
1011 Paris Road, Suite 333  
Mayfield, Kentucky 42066

Mr. T.R. McCoy, General Chairman  
Brotherhood of Maintenance of Way Employes  
9300 Runyon Road  
Catlettsburg, Kentucky 41129

NIRC File: 08-3.6

Dear Sirs:

It is hereby agreed to amend Rules 2 and 3 of the General Agreement between the Northeast Illinois Regional Commuter Railroad Corporation and the Brotherhood of Maintenance of Way Employes, particularly the subsections pertaining to the Track Subdepartment, by adding the new classification of Track Patrolmen. With these amendments, which will become effective October 29, 2007, the Track Subdepartment subsection of Rule 2 will read as follows:

**“Track Subdepartment**

**Group A**

- Rank 1 – Track Inspectors
- Rank 2 – Foremen
- Rank 3 – Assistant Foremen
- Rank 4 – Track Patrolmen
- Rank 5 – Clean-up Foremen
- Rank 6 – Trackmen”

The Track Subdepartment subsection under Rule 3 will be amended to read as follows:

**“Group A** - Employees assigned to perform the work involved in the construction, maintenance, repair and dismantling of track and roadway, and any other related work generally recognized as being Maintenance of Way work in the Track Subdepartment.

Mr. Mark S. Wimmer, Hayward J. Granier, Mr. T.R. McCoy  
General Chairmen  
Brotherhood of Maintenance of Way Employes  
October 17, 2007  
Page 2

**Rank 1** – Track Inspectors – Employees who report to officials of the Carrier and are responsible for patrolling and inspecting tracks and roadway, including the performance of inspections required by and reported to the Federal Railroad Administration or other government agency.

**Rank 2** - Foremen - Employees who report to officials of the Carrier and/or Track Inspectors I and are assigned to direct the work of other employees.

**Rank 3** – Assistant Foremen - Employees assigned to assist Foremen in the performance of their duties. Assistant Foremen shall not perform supervisory duties to the exclusion of a Foreman's position.

**Rank 4** - Track Patrolmen – Employees who report to officials of the Carrier and are assigned to patrol tracks and roadway. Track Patrolmen shall not perform inspection duties to the exclusion of a Track Inspector's position nor perform other than incidental Track Subdepartment work during normal working hours.

**Rank 5** – Clean-up Foremen - Employees who report to officials of the Carrier and are assigned to direct the work of employees attached to Clean-Up Crews limited to and defined as:

- (a) Weed-grass-brush grooming of railroad right-of-way.
- (b) Pick-up and removal of debris.

**Rank 6** - Trackmen - Employees assigned to perform Track Subdepartment work of a non-supervisory nature.

Trackmen Drivers – Trackmen who are, in addition to their regular duties, assigned to operate trucks used in the Track Subdepartment.

Trackmen Riders – Trackmen assigned to assist Track Inspectors and Track Patrolmen.”

It is also agreed that Section 16 and the final paragraph of Section 19 of Appendix O of the General Agreement will be amended as follows:

Section 16:

“When all criteria covered under items one through fifteen have been met, then qualified available Track Inspectors and Track Patrolmen working on that particular district are called in seniority order.”



Mr. Mark S. Wimmer, Hayward J. Granier, Mr. T.R. McCoy  
General Chairmen  
Brotherhood of Maintenance of Way Employees  
October 17, 2007  
Page 3

Section 19 (last paragraph):

"If additional forces are required, any Track Inspectors or Track Patrolmen working on that particular district are then called to assist. If additional forces are required, any capital gang working on that particular district is then called to assist. If additional forces are still required, furloughed personnel who have indicated their desire to be called for snow duty are then called."


It is agreed that Appendix A of the General Agreement will also be amended by adding the classification of Track Patrolman, with an hourly rate of pay of \$24.22.

It is agreed further that concurrent with the amendment of Rule 2 and Rule 3, as set forth herein, former Group A, Rank 4 (Clean-Up Foremen) and former Group A, Rank 5 (Trackmen) seniority dates will be changed to Group A, Rank 5 and Group A, Rank 6 seniority dates, respectively.

After these amendments have been in effect for ninety (90) calendar days, they will be subject to review based on a written request from either party



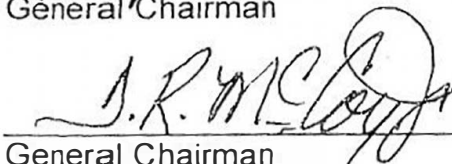
Please signify your concurrence in the space provided below.

Very truly yours,



Jeffrey L. Barton  
Director - Labor Relations

Concur:

  
\_\_\_\_\_  
General Chairman  
\_\_\_\_\_  
General Chairman  
\_\_\_\_\_  
General Chairman

**THIS AGREEMENT**, made this 7th day of September, 2015, by and between the Northeast Illinois Regional Commuter Railroad Corporation ("NIRCRC" or "Carrier") and Brotherhood of Maintenance of Way Employees Division ("Organization") and covered by the April 16, 1984 Agreement, as amended:

**IT IS HEREBY AGREED:**

**Section 1. Lump Sum Signing Bonus:** (a) Subject to the conditions set forth below, each employee subject to the General Agreement of April 16, 1984, as amended, shall receive a lump sum bonus payment of three thousand (\$3,000) dollars.

(b) To qualify for the lump sum bonus payment to be made pursuant to paragraph (a), hereof, the employee must be eligible pursuant to Side Letter No. 2 of this Agreement. Payment will be made by separate check.

(c) There shall be no duplication of the lump sum bonus payments provided herein to employees who coincidentally are subject to any other labor agreement applicable to NIRCRC, irrespective of the manner in which the payment is calculated or how the payment is received by the employee.

**Section 2. General Wage Increases:** (a) Effective July 1, 2013, all basic rates of pay in effect on June 30, 2013 shall be increased in the amount of one (1.0) percent

(b) Effective July 1, 2014, all basic rates of pay in effect on June 30, 2014, shall be increased in the amount of two and one-half (2.5) percent.

(c) Effective July 1, 2015, all basic rates of pay in effect on June 30, 2015, shall be increased in the amount of three (3.0) percent.

(d) Effective July 1, 2016, all basic rates of pay in effect on June 30, 2016, shall be increased in the amount of three (3.0) percent.

(e) Effective July 1, 2017, all basic rates of pay in effect on June 30, 2017, shall be increased in the amount of three and one-half (3.5) percent.

(f) Effective July 1, 2018, all basic rates of pay in effect on June 30, 2018, shall be increased in the amount of three and one-half (3.5) percent.

**Section 3. Health and Welfare:** (a) The Carrier will continue to provide to employees subject to and in service under the General Agreement of April 16, 1984, as amended, with such nationally-negotiated Health and Welfare plans as applicable to the Organization, pursuant to its agreement with the National Carriers' Conference Committee, including specifically those plans as currently provided under Major Medical, Dental, Early Retirement, Supplemental Sickness (where applicable or, in lieu

thereof, the negotiated local plan if applicable), National Vision Plan, and Off-Track Vehicle Accident Plan (where applicable), including all amendments.

**Section 4. Offset:** (a) Effective July 1, 2013, each employee shall contribute twenty (\$20.00) dollars in addition to existing employee health and welfare premium contributions, if any, for each month the Carrier makes premium payments on his behalf for health insurance benefits as provided for in Section 3 above.

(b) Effective July 1, 2014, the employee cost-sharing amount as set forth in the paragraph above, shall be increased by twenty-five (\$25.00) dollars per month.

(c) Effective July 1, 2015, the employee cost-sharing amount as set forth in the paragraph above, shall be increased by an additional twenty-five (\$25.00) dollars per month.

(d) Effective July 1, 2016, the employee cost-sharing amount as set forth in the paragraph above, shall be increased by an additional twenty-five (\$25.00) dollars per month.

(e) Effective July 1, 2017, the employee cost-sharing amount as set forth in the paragraph above, shall be increased by an additional twenty-five (\$25.00) dollars per month.

(f) Effective July 1, 2018, the employee cost-sharing amount as set forth in the paragraph above, shall be increased by an additional thirty (\$30.00) dollars per month.

(g) The Carrier will not recover the offset for months in which the employee does not qualify for major medical (the so-called 7-day rule).

**Section 5. Supplemental Retirement:** Modify **APPENDIX L SUPPLEMENTAL RETIREMENT PLAN**, as amended to extend the benefits provided therein as stated below:

(a) Effective January 1, 2014, the employer contribution shall be increased by \$0.05 for each hour paid at the straight time rate of pay.

(b) Effective January 1, 2015, the employer contribution shall be increased by \$0.05 for each hour paid at the straight time rate of pay.

(c) Effective January 1, 2016, the employer contribution shall be increased by \$0.05 for each hour paid at the straight time rate of pay.

(d) Effective January 1, 2017, the employer contribution shall be increased by \$0.05 for each hour paid at the straight time rate of pay.

- (c) Effective January 1, 2018, the employer contribution shall be increased by \$0.05 for each hour paid at the straight time rate of pay.

**Section 6. General Agreement Rule Changes:** Effective with the date of this Agreement, or as specifically otherwise stated, the following Rules of the April 16, 1984 General Agreement, as amended, shall be further amended to the extent indicated below and as attached:

---

Modify **RULE 9. FORCE REDUCTIONS.** by deleting existing sections (h) and (i) and replace with the following:

*(h) It is the responsibility of the employee to advise the designated Carrier official promptly of any change in address or, upon furlough, of the employee's furlough status, confirmation of contact information, and desire for recall. Change in address notices should be sent concurrently to the designated Carrier official, in triplicate, with a copy to the General Chairman. The officer receiving said notice shall date, sign, and return one copy each to the employee and the General Chairman.*

*(i) When forces are again increased, employees will be returned to the service in the order of their seniority. No monetary claim will be made as a result of an employee not returned in seniority order if such employee failed to notify the designated Carrier official of the employee's furlough and desire for recall.*

---

Amend **RULE 12. FORTY- HOUR WORKWEEK, Part II,** subsection (n) as indicated below to remove specific dollar amounts paid as differentials and amend **APPENDIX A RATES OF PAY** to update the rates as of July 1, 2014 and increase certain differentials as attached hereto as Side Letter No. 3. The effective date of differentials in Appendix A attached in Side Letter No. 3 will be on effective date of this agreement.

*(n) Employees assigned to work ten (10) hours per day, four days per week whose assigned workweek includes Saturday and Sunday, or whose assigned workweek includes Saturday or Sunday, but not both, shall be allowed a differential as indicated in APPENDIX A per hour for all hours or portion of hours worked in addition to any other applicable differentials in effect.*

---

Amend **RULE 38(A) – PERSONAL LEAVE,** to delete paragraph (e) in its entirety and replace with a new paragraph to read as follows:

*(e) Any personal leave days as provided for herein which remain unused at the end of each calendar year, or upon retirement under the provisions of the*

*Railroad Retirement Act, will be placed into a supplemental "Sick Leave Reserve Account" as set forth under Rule 38(B) Sick Leave.*

---

Amend **RULE 38(B) – SICK LEAVE.** by deleting existing paragraph (b)(i) and replacing with the language below and adding new paragraphs (b)(vii) and (b)(viii), to read as follows:

*(b)(i) The sick benefits days provided in paragraph (a), above, which remain unused at the end of each calendar year, or upon retirement under the provisions of the Railroad Retirement Act, shall be placed into a supplemental "Sick Leave Reserve Account".*

*(b)(vii) An employee transferring to employment subject to this Agreement, who has earned credit in his Personal Leave or Sick Leave Reserve Bank under a NIRCRC collective bargaining agreement or policy, will transfer his account balance to the applicable BMWED Sick Leave Reserve Account and will be governed by the provisions of this RULE 38(B).*

*(b)(viii). An employee transferring from employment subject to this Agreement to another craft, class or non-contract position having a similar arrangement, who has earned credit in his Sick Leave Reserve Account, will transfer his account balance to the applicable Personal Leave Bank or Sick Leave Reserve Bank or management policy. Eligibility and use of such credited time will then be subject to the applicable collective bargaining agreement or policy in effect within that receiving group.*

---

Add a second paragraph to **RULE 47. PRINTING OF AGREEMENT.** to read as follows:

*When electronic access becomes available to employees, and the Carrier so elects, all agreements currently in effect will be posted on electronic media. The Carrier will continue to honor reasonable requests to provide paper or electronic copies to the Organization and covered employees.*

---

Adopt a new Side Letter to **APPENDIX C – NATIONAL NON-OPERATING PROVISIONS.**

*To provide that after three years of service with the Carrier, irrespective of the type of service, all years of service with the Carrier will count towards qualification for incremental increases allocated January 1 of the subsequent year(s). (See Side Letter No. 4)*

---

Amend **APPENDIX Q COMMERCIAL DRIVERS LICENSE**, Section 3, and replacing with the following:

*Section 3. Bulletins advertising the positions as referenced above will clearly state the requirement for the employee assigned to the position to possess a CDL. A special allowance of sixty (60) cents per hour will be allowed for positions posted with the CDL requirement, effective with the date of this Agreement. Such allowance shall not be subject to future general wage increases.*

---

**Section 7. Effect of Agreement:** (a) The purpose and effect of this Agreement shall be to fix the general level of compensation, work rules and working conditions, and benefits during the period of this Agreement and is in settlement, in their entirety, of any Section 6 Notices or other proposals as may have been served by the Organization or the Carrier.

(b) This Agreement shall remain in effect through December 31, 2018, and thereafter, until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

(c) The parties to this Agreement shall not serve nor progress prior to April 1, 2018 (not to become effective until January 1, 2019) any notice or proposal to amend or change any provision or appendix of the April 16, 1984 General Agreement not amended or changed by this Agreement; this Agreement itself; or any other matters not covered thereby.

(d) This provision shall not preclude the parties from entering into agreements which are mutually accepted.

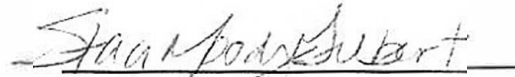
(e) This Agreement is subject to Organization membership ratification and approval by the NIRCRC Board of Directors.


Signed at Chicago, Illinois this 7 day of September, 2015.


Effective date: October 1, 2015

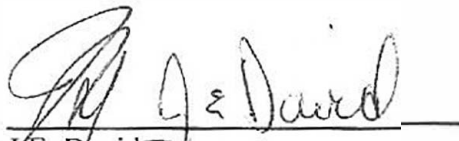
**FOR THE ORGANIZATION:**

**FOR NORTHEAST ILLINOIS  
REGIONAL COMMUTER RAILROAD  
CORPORATION**

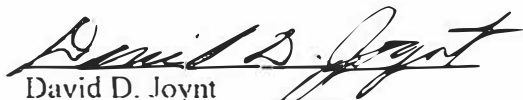
  
Staci Moody-Gilbert  
General Chairperson, BMWED

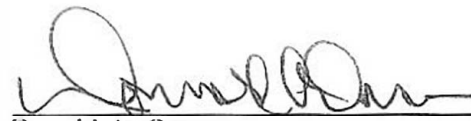
  
Tim Martin Hort/  
General Director – Labor Relations

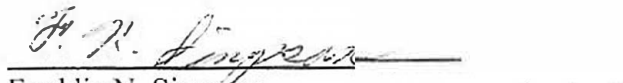

  
Hayward J. Granier  
General Chairperson, BMWED

  
J.E. David  
General Chairperson, BMWEE

**APPROVED:**

  
David D. Joynt  
Vice President, BMWED

  
Donald A. Orseno  
CEO/Executive Director

  
Freddie N. Simpson  
National Division President 



547 W. Jackson Blvd. Chicago, Illinois 60661 Telephone: (312) 322-6900 TTY# 1-312-322-6774

December 21, 2007

Mr. Mark S. Wimmer  
General Chairman  
Brotherhood of Maintenance of Way  
Employes Division/IBT  
18921 York Street, NW  
Suite F  
Elk River, Minnesota 55330-1993

Mr. Hayward Granier  
General Chairman  
Brotherhood of Maintenance of Way  
Employes Division/IBT  
1011 Paris Road  
Suite 333  
Mayfield, Kentucky 42066

Mr. Thomas R. McCoy  
General Chairman  
Brotherhood of Maintenance of Way  
Employes Division/IBT  
9300 Runyan Road  
Catlettsburg, Kentucky 41129

Dear Sirs:

In accordance with Section 1 of today's Agreement, it is agreed that the attached statement reflects the correct extension of Article II, Sections 1(a), 1(e)(i), and 1(g) of the October 17, 1986 Mediation Agreement Case No. A-11540, during the term of the Agreement, January 1, 2008 through December 31, 2012.

Please signify your concurrence in the space provided below.

Sincerely,

Michael J. Nielsen  
Senior Director, Corporate Administration

Concur:

  
General Chairman  
General Chairman  
General Chairman



The following adjustment periods will be used to determine if cost of living adjustments are due pursuant to Article II, Section 1 of the October 17, 1986 Mediation Agreement, Case No. A-11540.

Section 1(a) would have the following added under the three time period columns:

<b>Measurement Periods</b>		<b>Effective Date of Adjustment</b>
<b>Base Month</b>	<b>Measurement Month</b>	
September 2007	March 2008	July 1, 2008
March 2008	September 2008	January 1, 2009
September 2008	March 2009	July 1, 2009
March 2009	September 2009	January 1, 2010
September 2009	March 2010	July 1, 2010
March 2010	September 2010	January 1, 2011
September 2010	March 2011	July 1, 2011
March 2011	September 2011	January 1, 2012
September 2011	March 2012	July 1, 2012
March 2012	September 2012	January 1, 2013

Section 1(e)(i) would have the following added under the two columns:

<b>Effective Date of Adjustment</b>	<b>Maximum CPI Increase Which May Be Taken Into Account</b>
July 1, 2008	4% of September 2007 CPI
January 1, 2009	8% of September 2007 CPI, less the increase from September 2007 to March 2008
July 1, 2009	4% of September 2008 CPI
January 1, 2010	8% of September 2008 CPI, less the increase from September 2008 to March 2009
July 1, 2010	4% of September 2009 CPI
January 1, 2011	8% of September 2009 CPI, less the increase from September 2009 to March 2010
July 1, 2011	4% of September 2010 CPI
January 1, 2012	8% of September 2010 CPI, less the increase from September 2010 to March 2011
July 1, 2012	4% of September 2011 CPI
January 1, 2013	8% of September 2011 CPI, less the increase from September 2011 to March 2012

Section 1(g) would be extended as follows:

(xlvii) Any increase to be paid effective July 1, 2008 is limited to that in excess of forty-seven cents (47¢) per hour.

(xlviii) The combined increases, if any, to be paid as a result of the adjustments effective July 1, 2008 and January 1, 2009 are limited to those in excess of forty-seven cents (47¢) per hour.

(xlix) Any increase to be paid effective July 1, 2009 is limited to that in excess of forty-eight cents (48¢) per hour.

(l) The combined increases, if any, to be paid as a result of the adjustments effective July 1, 2009 and January 1, 2010 are limited to those in excess of forty-eight cents (48¢) per hour.

(li) Any increase to be paid effective July 1, 2010 is limited to that in excess of seventy-four cents (74¢) per hour.

(lii) The combined increases, if any, to be paid as a result of the adjustments effective July 1, 2010 and January 1, 2011 are limited to those in excess of seventy-four cents (74¢) per hour.

(liii) Any increase to be paid effective July 1, 2011 is limited to that in excess of seventy-six cents (76¢) per hour.

(liv) The combined increases, if any, to be paid as a result of the adjustments effective July 1, 2011 and January 1, 2012 are limited to those in excess of seventy-six cents (76¢) per hour.

(lv) Any increase to be paid effective July 1, 2012 is limited to that in excess of seventy-eight cents (78¢) per hour.

(lvi) The combined increases, if any, to be paid as a result of the adjustments effective July 1, 2012 and January 1, 2013 are limited to those in excess of seventy-eight cents (78¢) per hour.

The accumulated COLAs, if any, produced by the calculations for the period beginning July 1, 2008 through January 1, 2013 (as BLS Consumer Price Index figures become available) which exceed thirteen cents (13¢) would be added to NIRC basic hourly rates on January 1, 2013. There would not be any interim adjustments during this period of time.

THIS AGREEMENT, made this 21<sup>st</sup> day of December, 2007, by and between the Northeast Illinois Regional Commuter Railroad Corporation (NIRC) and its employees represented by the Brotherhood of Maintenance of Way Employees Division/IBT, witnesseth:

**IT IS HEREBY AGREED:**

**Section 1. Cost of Living Adjustment:** Effective January 1, 2013, all basic hourly rates of pay in effect on December 31, 2012 for employees covered by this Agreement shall be increased by the excess cents-per-hour above thirteen cents (13¢), if any, calculated on a continued basis under formula criteria contained in Article II of Mediation Agreement, Case No. A-11540, dated October 17, 1986.

**Section 2. General Wage Increases:** (a) Effective July 1, 2008, all basic rates of pay in effect on June 30, 2008 for employees covered by the April 16, 1984 General Agreement, as amended, shall be increased in the amount of two (2.0) percent.

(b) Effective July 1, 2009, all basic rates of pay in effect on June 30, 2009 for employees covered by the April 16, 1984 General Agreement, as amended, shall be increased in the amount of two (2.0) percent.

(c) Effective July 1, 2010, all basic rates of pay in effect on June 30, 2010 for employees covered by the April 16, 1984 General Agreement, as amended, shall be increased in the amount of three (3.0) percent.

(d) Effective July 1, 2011, all basic rates of pay in effect on June 30, 2011 for employees covered by the April 16, 1984 General Agreement, as amended, shall be increased in the amount of three (3.0) percent.

(e) Effective July 1, 2012, all basic rates of pay in effect on June 30, 2012 for employees covered by the April 16, 1984 General Agreement, as amended, shall be increased in the amount of three (3.0) percent.

(f) Rates of pay resulting from application of paragraphs (a), (b), (c), (d), and (e), above, which end in fractions of a cent, shall be rounded to the nearest whole cent: fractions less than one-half cent shall be dropped and fractions of one-half cent or more shall be increased to the nearest whole cent.

**Section 3. Supplemental Retirement:** (a) Effective July 1, 2008, the pension plan contribution as set forth in Appendix L of the General Agreement dated April 16, 1984, as amended, and as modified per Letter Agreement dated February 24, 2005, shall be increased to sixty cents (60¢) per hour.

(b) Effective January 1, 2010, the pension plan contribution as referenced in paragraph (a), above, shall be increased to seventy cents (70¢) per hour.

(c) Effective January 1, 2011, the pension plan contribution as referenced in paragraph (a), above, shall be increased to eighty cents (80¢) per hour.

(d) Effective January 1, 2012, the pension plan contribution as referenced in paragraph (a), above, shall be increased to ninety cents (90¢) per hour.

(e) Effective January 1, 2013, the pension plan contribution as referenced in paragraph (a), above, shall be increased to one dollar (\$1.00) per hour.

**Section 4. Health and Welfare:** During the term of this Agreement, the Carrier shall remit in their entirety such premiums per qualifying employee as necessary to continue in force such nationally-negotiated Health and Welfare coverages as applicable to the Organization pursuant to its agreement with the National Carriers' Conference Committee; including specifically those coverages as currently provided under GA23000, GP12000, GA46000, Supplemental Sickness Benefit Plan, National Vision Plan, and Off-Track Vehicle Accident Plan.

**Section 5. General Agreement Rule Changes:** Effective with the date of this Agreement, the following Rules of the April 16, 1984 General Agreement, as amended, shall be further amended to the extent indicated below:

---

Amend **Rule 12. Forty Hour Workweek** to delete paragraph (k) of Part II in its entirety and replace with a new paragraph, to read as follows:

*(k) Compensable Personal Leave, Jury Duty, Sick Leave, or Bereavement Leave will be paid for on the basis of ten (10) hours at the pro rata rate to employees assigned to a four (4) consecutive day workweek.*

---

Amend **Rule 37. Bereavement Leave** to delete the rule in its entirety and replace with a new rule, to read as follows:

**RULE 37. BEREAVEMENT LEAVE AND INTERPRETATIONS.** *Bereavement leave, not in excess of three (3) consecutive work days, shall be allowed upon the death of an employee's spouse, child, brother, sister, parent, grandparent, grandchild, stepparent, stepparent-in-law, stepchild, or spouse's parent.*

*An employee absent from his assignment as a result of bereavement leave will be paid for eight (8) hours at the straight-time rate for his position for each day lost during bereavement leave. Employees will make provision for such leave with their supervising official in the usual manner. Any restrictions against blanking jobs or realigning forces shall not be applicable when an employee is absent under this provision.*

#### INTERPRETATIONS

**Q-1: What are an employee's options in deciding when to take bereavement leave?**

**A-1:** *The employee may elect to commence the bereavement leave on the date of death or on any work day within ten (10) calendar days after the date of death. For example: when the death occurs on June 1, the employee could elect to commence the three bereavement days on June 1. The employee could also elect to commence the three days on any work day from June 2 through June 11.*

**Q-2: How will an employee's regular days off affect the "three consecutive work days" allowed for bereavement leave?**

A-2: The "three consecutive work days" will be considered days on which the employee would otherwise have worked. For example: an employee who has a regular Monday through Friday assignment with Saturday and Sunday off would be eligible to take his three bereavement days on Thursday and Friday of one week and Monday of the following week. The employee's regular days off will not be considered in determining the three consecutive work days.

Q-3: When an employee exercises his rights in moving to a new assignment, but has not actually started working on the new assignment prior to taking bereavement leave, what assignment will be used as the basis for the employee's compensation for the bereavement days?

A-3: The employee will be allowed the same compensation he would have earned had he worked on the new assignment.

Q-4: Will a day on which an employee receives compensation under Rule 37 count as a qualifying day for purposes of holiday pay?

A-4: No. When an employee is absent for bereavement leave, however, it will be considered the same as being absent for vacation. Accordingly, the first work day preceding or following the bereavement leave, as the case may be, will be considered as the qualifying day for purposes of holiday pay.

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?

A-5: Yes as to half-brother or half-sister, no as to stepbrother or stepsister. However, the rule is applicable when a family relationship, as set forth in the Rule, is established through the legal adoption process.

Q-6: Does the three (3) work days allowance pertain to each separate instance, or do the three (3) work days refer to a total of all instances?

A-6: The Rule provides for employees to be allowed three (3) work days for each separate death. However, in all cases, the bereavement leave must commence within ten (10) calendar days of the date of death. For example, two grandparents of an employee die on June 1. The employee would be entitled to a total of six (6) bereavement days, which must commence no later than June 11.

---

**Amend Rule 38(B). Sick Leave** to add a new sentence between the first and second sentences of paragraph (b)(v)(1), to read as follows:

*In the case of the employee's death, such payment will be made to the employee's beneficiary.*

---

**Amend Appendix C. National Non-Operating Vacation Provisions** to delete Attachment 1 (Split Vacation) in its entirety and replace with a new attachment, to read as follows:

#### **SPLIT VACATION**

**AGREEMENT** between the Northeast Illinois Regional Commuter Railroad Corporation and the Brotherhood of Maintenance of Way Employees.

**IT IS AGREED:**

Section 1. Employees subject to this Agreement who have qualified for more than one week of paid vacation may elect to split their vacation and take up to two weeks of vacation time in single day increments. The election to split vacation time must be made at the time vacations are assigned for the year. Accordingly, as an example, an employee entitled to four weeks of vacation during calendar year 2008 could elect, when vacations are scheduled in 2007, to split one week or two weeks of vacation for use one day at a time. The remaining two or three weeks of vacation, as the case may be, would be assigned in the normal manner.

Section 2. Each split week of vacation will provide for five (5) single days of vacation.

Section 3. Vacation time taken in single day increments will be requested and granted in a manner consistent with the procedures set forth under the April 16, 1984 General Agreement for requesting and granting personal days. Specifically, single vacation days may be taken upon forty-eight (48) hours advance notice from the employee to the proper Carrier officer provided, however, such days may be taken only when consistent with the requirements of the Carrier's service.

Section 4. Single vacation days will be paid for at the regular rate of the employee's position, or the protected rate, whichever is higher.

Section 5. The Carrier will have the right to fill or not fill the position of an employee who is absent for a single day of vacation. The rules of the April 16, 1984 General Agreement will apply when the Carrier elects to fill the employee's position. The Carrier will have the right to distribute the work of the employee's position among other employees covered by the General Agreement.

Section 6. During the first week of November of each year, the appropriate local Carrier officials and representatives of the Organization will meet to set the vacation dates for employees who have not taken all of their single vacation days for that calendar year.

Section 7. At the end of each calendar year, all unused vacation days from an employee's split vacation time will be placed in the employee's Sick Leave Reserve Account and will be handled thereafter under the provisions of Rule 38(B), Sick Leave.

Section 8. All other provisions regarding Appendix C remain unchanged as specified in the General Agreement of April 16, 1984, as amended, and all existing practices with respect to the scheduling of vacations will continue to govern.

Please signify your concurrence in the space provided below.

---

**Section 6. Effect of Agreement:** (a) The purpose and effect of this Agreement shall be to fix the general level of compensation, work rules and working conditions, and benefits during the period of this Agreement and is in settlement, in their entirety, of any Section 6 Notices or other proposals as may have been served by the Organization or the Carrier.

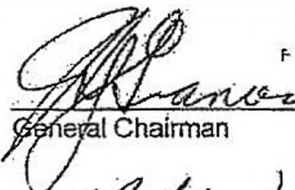
(b) This Agreement shall remain in effect through December 31, 2012 and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

(c) The parties to this Agreement shall not serve nor progress prior to April 1, 2012 (not to become effective until January 1, 2013) any notice or proposal to amend or change any provision or appendix of the April 16, 1984 General Agreement not amended or changed by this Agreement; this Agreement itself; or any other matters not covered thereby.

(d) This provision shall not preclude the parties from entering into agreements which are mutually accepted.

Signed at Chicago, Illinois this 21<sup>st</sup> day of December, 2007.

**FOR BROTHERHOOD OF MAINTENANCE  
OF WAY EMPLOYES DIVISION/IBT:**

  
General Chairman

  
General Chairman

  
General Chairman

**FOR NORTHEAST ILLINOIS REGIONAL  
COMMUTER RAILROAD CORPORATION:**

  
Executive Director

  
Senior Director, Corporate Administration

  
Director, Labor Relations

Approved:

  
Vice President



## Memorandum

To: Distribution  
From: Jeffrey L. <sup>213</sup>Barton, Director – Labor Relations  
Date: January 4, 2008  
Subject: BMW/NIRCRC Contract Extension

Attached hereto is a fully executed agreement between the Brotherhood of Maintenance of Way Employees Division/IBT (BMW) and the Northeast Illinois Regional Commuter Railroad Corporation.

This agreement serves as a mechanism to extend the Wage, Rule and Benefit Agreement of November 1, 1999 through December 31, 2012. All conditions of the current collective bargaining agreement remain in place except as specifically modified herein:

If you have any questions concerning this document please feel free to contact me at extension 6646.

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*Metra is the registered service mark for the Northeast Illinois Regional Commuter Railroad Corporation.*





660-263-7481

October 17, 2007

Mr. Mark S. Wimmer, General Chairman  
Brotherhood of Maintenance of Way Employees  
18921 York Street, NW - Suite F  
Elk River, Minnesota 55330-1993

Mr. Hayward J. Granier, General Chairman  
Brotherhood of Maintenance of Way Employees  
1011 Paris Road, Suite 333  
Mayfield, Kentucky 42066

Mr. T.R. McCoy, General Chairman  
Brotherhood of Maintenance of Way Employees  
9300 Runyon Road  
Cattlettsburg, Kentucky 41129

NIRC File: 08-3.6

Dear Sirs:

It is hereby agreed to amend Rules 2 and 3 of the General Agreement between the Northeast Illinois Regional Commuter Railroad Corporation and the Brotherhood of Maintenance of Way Employees, particularly the subsections pertaining to the Track Subdepartment, by adding the new classification of Track Patrolmen. With these amendments, which will become effective October 29, 2007, the Track Subdepartment subsection of Rule 2 will read as follows:

"Track Subdepartment

Group A

- Rank 1 – Track Inspectors
- Rank 2 – Foremen
- Rank 3 – Assistant Foremen
- Rank 4 – Track Patrolmen
- Rank 5 – Clean-up Foremen
- Rank 6 – Trackmen"

The Track Subdepartment subsection under Rule 3 will be amended to read as follows:

"Group A - Employees assigned to perform the work involved in the construction, maintenance, repair and dismantling of track and roadway, and any other related work generally recognized as being Maintenance of Way work in the Track Subdepartment.

*Metra is the registered service mark for the Northeast Illinois Regional Commuter Railroad Corporation.*

Mr. Mark S. Wimmer, Hayward J. Granier, Mr. T.R. McCoy  
General Chairmen  
Brotherhood of Maintenance of Way Employees  
October 17, 2007  
Page 2

Rank 1 – Track Inspectors – Employees who report to officials of the Carrier and are responsible for patrolling and inspecting tracks and roadway, including the performance of inspections required by and reported to the Federal Railroad Administration or other government agency.

Rank 2 - Foremen - Employees who report to officials of the Carrier and/or Track Inspectors I and are assigned to direct the work of other employees.

Rank 3 – Assistant Foremen - Employees assigned to assist Foremen in the performance of their duties. Assistant Foremen shall not perform supervisory duties to the exclusion of a Foreman's position.

Rank 4 - Track Patrolmen – Employees who report to officials of the Carrier and are assigned to patrol tracks and roadway. Track Patrolmen shall not perform inspection duties to the exclusion of a Track Inspector's position nor perform other than incidental Track Subdepartment work during normal working hours.

Rank 5 – Clean-up Foremen - Employees who report to officials of the Carrier and are assigned to direct the work of employees attached to Clean-Up Crews limited to and defined as:

- (a) Weed-grass-brush grooming of railroad right-of-way.
- (b) Pick-up and removal of debris.

Rank 6 - Trackmen - Employees assigned to perform Track Subdepartment work of a non-supervisory nature.

Trackmen Drivers – Trackmen who are, in addition to their regular duties, assigned to operate trucks used in the Track Subdepartment.

Trackmen Riders – Trackmen assigned to assist Track Inspectors and Track Patrolmen."

It is also agreed that Section 16 and the final paragraph of Section 19 of Appendix O of the General Agreement will be amended as follows:

**Section 16:**

"When all criteria covered under items one through fifteen have been met, then qualified available Track Inspectors and Track Patrolmen working on that particular district are called in seniority order."

Mr. Mark S. Wimmer, Hayward J. Granier, Mr. T.R. McCoy  
General Chairmen  
Brotherhood of Maintenance of Way Employes  
October 17, 2007  
Page 3

Section 19 (last paragraph):

"If additional forces are required, any Track Inspectors or Track Patrolmen working on that particular district are then called to assist. If additional forces are required, any capital gang working on that particular district is then called to assist. If additional forces are still required, furloughed personnel who have indicated their desire to be called for snow duty are then called."

It is agreed that Appendix A of the General Agreement will also be amended by adding the classification of Track Patrolman, with an hourly rate of pay of \$24.22.

It is agreed further that concurrent with the amendment of Rule 2 and Rule 3, as set forth herein, former Group A, Rank 4 (Clean-Up Foremen) and former Group A, Rank 5 (Trackmen) seniority dates will be changed to Group A, Rank 5 and Group A, Rank 6 seniority dates, respectively.

After these amendments have been in effect for ninety (90) calendar days, they will be subject to review based on a written request from either party

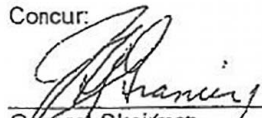
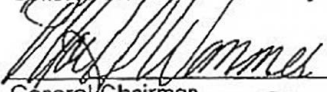
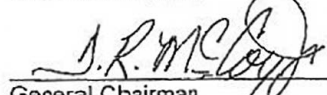
Please signify your concurrence in the space provided below.

Very truly yours,



Jeffrey L. Barton  
Director - Labor Relations

Concur:

  
\_\_\_\_\_  
General Chairman  
\_\_\_\_\_  
General Chairman  
\_\_\_\_\_  
General Chairman



## Memorandum

To: Distribution  
From: Jeffrey L. Barton<sup>JLB</sup>, Director – Labor Relations  
Date: December 3, 2008

Subject: Agreement between NIRC and the Brotherhood of Maintenance of Way Employees facilitating the transfer of employees to Engineer Training

Attached hereto is a copy of an agreement between the Northeast Illinois Regional Commuter Railroad Corporation and the Brotherhood of Maintenance of Way Employees that protects the seniority of a craft employee for a finite period who is selected to participate in the Engineer Training program.

Should you have any question concerning the agreement you may contact Labor Relations Manager Jim Finn at 6652.

### DISTRIBUTION:

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*Metra is the registered service mark for the Northeast Illinois Regional Commuter Railroad Corporation.*



October 15, 2008

Mr. Mark S. Wimmer, General Chairman  
Brotherhood of Maintenance of Way Employes  
18921 York Street, NW - Suite F  
Elk River, Minnesota 55330-1993

Mr. Hayward J. Granier, General Chairman  
Brotherhood of Maintenance of Way Employes  
1011 Paris Road, Suite 333  
Mayfield, Kentucky 42066

Mr. T.R. McCoy, General Chairman  
Brotherhood of Maintenance of Way Employes  
9300 Runyon Road  
Catlettsburg, Kentucky 41129

NIRC File: 08-3.6

Dear Sirs:

This is in regard to our recent discussions concerning the application of paragraph (e) of Rule 29 and paragraph (i) of Rule 4 of the General Agreement between the Northeast Illinois Regional Commuter Railroad Corporation and the Brotherhood of Maintenance of Way Employes, which pertains to employees taking leaves of absence. Rule 29(e) states:

"An employee who enters business or engages in other employment while on leave of absence under these rules will forfeit his seniority unless same is done pursuant to an agreement in writing between the Carrier and the General Chairman."

It is hereby agreed that Rule 29(e) will not apply when an employee covered by the Agreement is granted a leave of absence for the purpose of participating in the basic knowledge module established as a prerequisite for applicants for the Carrier's Candidate Engineer Training Program.

Rule 4(i) pertains to covered employees retaining and accumulating seniority when transferring to another craft or class. It is hereby agreed that Rule 4(i) will not apply when a covered employee is placed in the Candidate Engineer Training Program. In lieu thereof, the following will apply:

Mr. Mark S. Wimmer, General Chairman  
Mr. Hayward J. Granier, General Chairman  
Mr. T.R. McCoy, General Chairman  
Brotherhood of Maintenance of Way Employes  
October 15, 2008  
Page 2

A covered employee placed in the Candidate Engineer Training Program will be permitted to retain and accumulate seniority within the craft or class represented by the Organization for a period of one hundred five (105) calendar days from the date on which the employee begins training, provided that the employee pays a monthly seniority retention fee equal to the currently applicable membership dues of the Organization.

When a covered employee is placed in the training program, the Carrier will promptly notify the Organization's duly authorized representative. The Organization will, in turn, promptly notify the employee of his right to retain and accumulate seniority. In the event that the employee, after notification by the Organization, does not, within fifteen (15) calendar days thereafter, pay the required seniority retention fee, the duly authorized representative of the Organization shall so notify the Director, Labor Relations, with a copy to the employee involved. Upon receipt of such notice, the Carrier will terminate the employee's seniority in the craft or class represented by the Organization and remove the employee's name from the seniority roster.

An employee retaining seniority under this agreement who, for reasons other than dismissal for cause, is removed from the training program during the initial one hundred five (105) calendar days of training, shall be entitled, when returning to work in the craft or class represented by the Organization, to exercise seniority within seven (7) calendar days by displacing the junior employee on the seniority roster or bidding on a bulletin vacancy on said roster.

An employee retaining seniority under this agreement who voluntarily elects to terminate his or her participation in the training program during the initial one hundred five (105) calendar days of training, when returning to the craft or class represented by the Organization, will not thereby obtain any displacement rights, but will be placed in furlough status pending assignment to a position secured through the bulletin process or recall to service under the provisions of Rule 9.

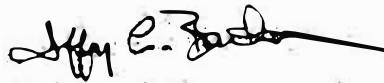
This agreement may be terminated by either party by serving written notice to the other party at least ten (10) days in advance of the termination date. This agreement will

Mr. Mark S. Wimmer, General Chairman  
Mr. Hayward J. Granier, General Chairman  
Mr. T.R. McCoy, General Chairman  
Brotherhood of Maintenance of Way Employes  
October 15, 2008  
Page 3

apply to covered employees who are participating in the training program as of the date of this agreement.

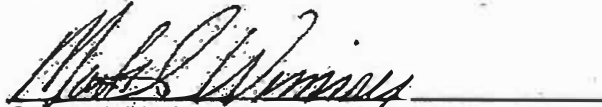
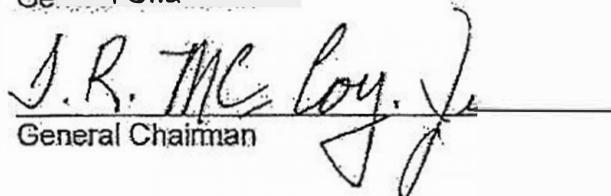
Please signify your concurrence in the space provided below.

Very truly yours,



Jeffrey L. Barton  
Director - Labor Relations

Concur:

  
General Chairman  
General Chairman  
General Chairman

May 14, 2009

Mr. Mark S. Wimmer, General Chairman  
Brotherhood of Maintenance of Way Employes  
18921 York Street, NW - Suite F  
Elk River, Minnesota 55330-1993

Mr. Hayward J. Granier, General Chairman  
Brotherhood of Maintenance of Way Employes  
1011 Paris Road, Suite 333  
Mayfield, Kentucky 42066

Mr. T.R. McCoy, General Chairman  
Brotherhood of Maintenance of Way Employes  
9300 Runyon Road  
Catlettsburg, Kentucky 41129

NIRC File: 08-3.6

Dear Sirs:

This is to advise you of NIRC's desire to temporarily establish special crews to perform brush cutting, right-of-way clean-up, and garbage removal over the entire NIRC/BMWE seniority district. In accordance with the procedures followed previously, it is understood that NIRC will hire individuals on a temporary basis to work on such crews and that all regular work rules in the NIRC/BMWE General Rules Agreement will apply to such individuals and these special crews, with the exception of the following conditions:

1. At no time will these temporary positions be bulletined.
2. A separate seniority roster for individuals hired for this work will be established effective June 1, 2009 and the rights of such individuals will be limited to this seniority roster. This separate seniority roster will be eliminated on or before December 1, 2009.
3. NIRC will provide the General Chairman with a listing, on a weekly basis, showing the current status of the individuals hired for these temporary positions.
4. An individual placed on one of these temporary positions will not be subject to displacement, except by another individual on the separate seniority roster established in accordance with Item 2, above.



Mr. Mark S. Wimmer, General Chairman  
Mr. Hayward J. Granier, General Chairman  
Mr. T.R. McCoy, General Chairman  
Brotherhood of Maintenance of Way Employes  
May 14, 2009  
Page 2

5. Individuals hired for these temporary positions will be compensated at the Trackman's rate of pay, subject to applicable entry rate reductions.

6. Each of these special crews will be established for the purpose of performing work on a particular district and will be assigned to perform work only within that district.

7. Individuals hired for these temporary positions will be provided with a copy of the current NIRC/BMWE General Rules Agreement.

8. Individuals hired for these temporary positions will be required at the time they are hired to complete the standard wage deduction authorization (Attachment "A", Appendix "F" of the NIRC/BMWE General Rules Agreement). Such authorization will immediately be forwarded to the appropriate General Chairman. An amount equal to the initiation fee and two months' dues, as established by the federation having jurisdiction, will be deducted from each employee's wages for the first regular pay period after the employee commences work.

9. Foreman and Assistant Foreman positions established in connection with these special crews will be subject to the provisions of the NIRC/BMWE General Rules Agreement and will be advertised and filled in accordance with that Agreement.

10. Regular NIRC/BMWE Track and Bridge & Building forces will not be furloughed during such time that this agreement remains in effect.

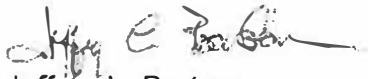
11. NIRC will terminate its use of these special crews on or before December 1, 2009. Upon termination, individuals hired for these temporary positions will automatically be separated from service and will forfeit any and all employment rights with NIRC.

This agreement may be canceled by either party upon fifteen (15) days written notice, but in any case it will be canceled effective December 1, 2009. This agreement is reached without prejudice to the position of either party with regard to any applicable rules or conditions and its adoption does not establish any precedent binding on either party.

Mr. Mark S. Wimmer, General Chairman  
Mr. Hayward J. Granier, General Chairman  
Mr. T.R. McCoy, General Chairman  
Brotherhood of Maintenance of Way Employes  
May 14, 2009  
Page 3

Please signify your concurrence in the space provided below.

Very truly yours,



Jeffrey L. Barton  
Director - Labor Relations

Concur:



---

General Chairman

---

General Chairman



547 W. Jackson Blvd. Chicago, Illinois 60661 Telephone: (312) 322-6900 TTY# 1-312-322-6774

October 28, 2009

Mr. Mark S. Wimmer, General Chairman  
Brotherhood of Maintenance of Way Employees  
18921 York Street, NW - Suite F  
Elk River, Minnesota 55330-1993

Mr. Hayward J. Granier, General Chairman  
Brotherhood of Maintenance of Way Employees  
1011 Paris Road, Suite 333  
Mayfield, Kentucky 42066

NIRC File: 08-3.6

Dear Sirs:

Attached for your records is a copy of the fully executed letter of agreement concerning amendments to Appendix P.

Very truly yours,

James P. Finn  
Manager - Labor Relations

Attachment

cc: J. David

BMWED  
of IBT  
OCT - 1 2009  
Midwest  
Svs Fed



October 14, 2009

Mr. Mark S. Wimmer, General Chairman  
Brotherhood of Maintenance of Way Employes  
18921 York Street, NW - Suite F  
Elk River, Minnesota 55330-1993

Mr. Hayward J. Granier, General Chairman  
Brotherhood of Maintenance of Way Employes  
1011 Paris Road, Suite 333  
Mayfield, Kentucky 42066

Mr. T.R. McCoy, General Chairman  
Brotherhood of Maintenance of Way Employes  
9300 Runyon Road  
Catlettsburg, Kentucky 41129

NIRC File: 08-3.6

Dear Sirs:

This is in regard to our recent discussions concerning amendments to Appendix P of the General Agreement between the Northeast Illinois Regional Commuter Railroad Corporation and the Brotherhood of Maintenance of Way Employes. It was agreed that Sections 3 and 4 of Appendix P would be amended, on a trial basis, to read as follows:

**Section 3.** (a) Individuals assigned pursuant to Section 2, above, must have passed the Mechanic's Assessment, which is comprised of the Employee Aptitude Survey No. 2, Employee Aptitude Survey No. 5, Industrial Reading Test, and Hogan Personality Inventory. The results of the Assessment will be confidential. Therefore, only a pass/fail will be reported. Qualification indicators must be completed prior to assignment. Individuals assigned pursuant to Section 2, above, will be subject to a qualification period of sixty (60) calendar days, in lieu of the usual Rule 8(d) thirty (30) calendar days qualification period, to apply effective with the date of assignment.


**Section 4.** Employees successfully demonstrating qualifications pursuant to Rule 8(d) will receive an additional one hundred twenty (120) calendar days of training, upon completion of which they will be given a written examination of one hundred (100) questions to qualify them for promotion to the Group B, Rank 2 position of Work Equipment Mechanic by scoring a grade of eighty (80) percent or more.

Mr. Mark S. Wimmer, General Chairman  
Mr. Hayward J. Granier, General Chairman  
Mr. T.R. McCoy, General Chairman  
Brotherhood of Maintenance of Way Employes  
October 14, 2009  
Page 2

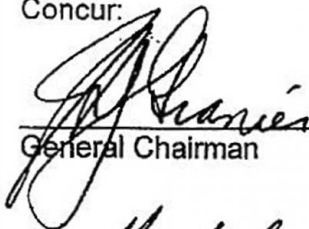
Revised Sections 3 and 4, as set forth above, will be applied on a trial basis for two years, starting with the date of this agreement. The parties agree to review and discuss this matter prior to the conclusion of the trial period. Pending a final determination on continuation of these revisions, Sections 3 and 4, as set forth above, will remain in effect. This agreement may be terminated by either party by serving written notice to the other party at least ten (10) days in advance of the termination date, after the conclusion of the trial period.

Please signify your concurrence in the space provided below.


Very truly yours,

  
Jeffrey L. Barton  
Director - Labor Relations

Concur:

  
General Chairman

  
General Chairman

  
General Chairman

SM

## Memorandum

TO: All Maintenance of Way Employees June 24, 2010

FROM: R.C. Schuster, Assistant Department Head *RCS/CM*  
Engineering

SUBJECT: B.M.W.E. RATES OF PAY, EFFECTIVE JULY 1, 2010

Attached is a new wage rate schedule, effective July 1, 2010 for employees covered by the agreement between NIRC and the Brotherhood of Maintenance of Way Employes. These rates reflect a 3% general wage increase provided under the agreement, of November 1, 1999.

CC:

J. L. Lorenzini	M. Richardson	H. J. Granier, G/C	A. F. Scott, L/C
J. L. Barton	J. D. Renfrow	T. R. McCoy, G/C	G. E. Ponce, L/C
G. M. Washington	L. C. Powell	M. S. Wimmer, G/C	All Bulletin Boards
R. Williams	A. R. Bobby	V. Gonzalez, L/C	

Payrates.BMWEJULY 2010

*Metra is the registered service mark for the Northeast Illinois Regional Commuter Railroad Corporation.*

NORTHEAST ILLINOIS REGIONAL COMMUTER RAILROAD CORPORATION  
 BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES  
 BASIC RATES OF PAY  
 JULY 1, 2010

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
B&B Foreman	\$26.42
B&B Asst. Foreman	\$24.92
B&B Mechanic	\$24.66
B&B Asst. Mechanic	\$24.47
System General Foreman	\$26.63
Track Inspector	\$26.63
Track Foreman	\$26.42
Track Asst. Foreman	\$24.92
Track Patrolman	\$25.95
Track Clean Up Foreman	\$25.95
Trackman	\$22.72
Track Rider	\$23.48
Welding Foreman	\$26.42
Welder	\$25.12
Asst. Welder	\$24.58
W. S. Foreman	\$26.72
W. S. Asst. Foreman	\$25.72
W. S. Mechanic	\$25.38
W. S. Asst. Mechanic	\$25.24
Lead Work Equip. Mechanic	\$29.38
Work Equipment Mechanic	\$27.07
Work Equipment Asst. Mechanic	\$25.38
Work Equipment Laborer	\$22.72
Work Equipment Operator	
Group A, Rank 1, Class A	\$26.42
Group A, Rank 1, Class B	\$25.66
Group A, Rank 2, Class A	\$25.01

Differentials:

1. A Bridge and Building Mechanic when engaged in Welding work in his classification shall receive twenty-five (25) cents per hour over his Mechanic's hourly rate.
2. Bridge & Building Foremen, Assistant Foremen, Mechanic or Assistant Mechanics when assigned to CATENARY GANGS will receive forty (40) cents per hour over their respective hourly rate.
3. Employees assigned to work ten (10) hours per day, four days per week whose assigned workweek includes Saturday and Sunday shall be allowed one (1) dollar per hour differential for all hours or portion of hours worked in addition to any other applicable differentials in effect.
4. Employees assigned to work ten (10) hours per day, four days per week whose assigned workweek includes Saturday and Sunday, but not both shall be allowed fifty (50) cents per hour differential for all hours or portion of hours worked in addition to any other applicable differentials in effect.
5. Employees assigned to positions posted with a CDL requirement will be allowed an Additional 30 cents per hour.

TOTAL P.02



547 W. Jackson Blvd. Chicago, Illinois 60661 Telephone: (312) 322-6990 TTY# 1-312-322-6774

September 21, 2010

Mr. Mark S. Wimmer, General Chairman  
Brotherhood of Maintenance of Way Employes  
18921 York Street, NW - Suite F  
Elk River, Minnesota 55330-1993

Mr. Hayward J. Granier, General Chairman  
Brotherhood of Maintenance of Way Employes  
1011 Paris Road, Suite 333  
Mayfield, Kentucky 42066

Mr. T.R. McCoy, General Chairman  
Brotherhood of Maintenance of Way Employes  
9300 Runyon Road  
Cattlettsburg, Kentucky 41129

NIRC File: 08-3.6

Dear Sirs:

This is in regard to the recent discussions concerning assistant work equipment mechanic positions awarded under Engineering Department Assignment Bulletin No. 10-0393A – 10-0415, dated July 14, 2010. The positions in question were awarded to R.E. Garcia, Jr., V. Gonzalez, M.A. Fernandez and R. Almanza.

It is agreed that the requirement set forth in Section 3 of Appendix "P" concerning individuals passing the Mechanic's Assessment prior to being assigned to assistant work equipment mechanic will be waived in this instance. This is due to the Mechanic's Assessment not being available at the time these positions were advertised. It is agreed further that the above-named employees will be considered as holding the assistant work equipment mechanic positions awarded under Engineering Department Assignment Bulletin No. 10-0393A – 10-0415, pending such time as the Mechanic's Assessment is made available.

In the interim, the above-named employees will be permitted to exercise their normal seniority rights in obtaining other positions. During this interim period, these employees will be compensated at the rate of the assistant work equipment mechanic position or the rate of the positions they are working, whichever is greater.

*Metra is the registered service mark for the Northeast Illinois Regional Commuter Railroad Corporation.*

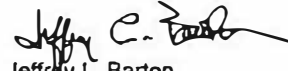


Mr. Mark S. Wimmer, General Chairman  
Mr. Hayward J. Granier, General Chairman  
Mr. T.R. McCoy, General Chairman  
Brotherhood of Maintenance of Way Employees  
September 21, 2010  
Page 2

When the Mechanic's Assessment is made available, the above-named employees will be required to pass the assessment prior to being placed on an assistant work equipment mechanic position. Any of the employees who pass the assessment and are placed on an assistant work equipment mechanic position will be awarded a Group B, Rank 2 (assistant work equipment mechanic) seniority date retroactive to July 14, 2010, the date of the aforementioned bulletin. The assignment of such seniority date will be subject to the qualification provisions as set forth in Rule 8(d) and the letter of agreement dated October 14, 2009.

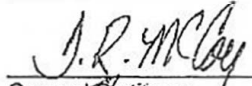
Please signify your concurrence in the space provided below.

Very truly yours,

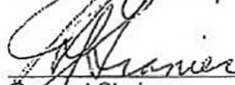


Jeffrey L. Barton  
Director - Labor Relations

Concur:



General Chairman



General Chairman



General Chairman

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547 W. Jackson Blvd. Chicago, Illinois 60661 Telephone: (312) 322-6900 TTY# 1-312-322-6774

September 1, 2010

Mr. Mark S. Wimmer, General Chairman  
Brotherhood of Maintenance of Way Employes  
18921 York Street, NW - Suite F  
Elk River, Minnesota 55330-1993

Mr. Hayward J. Granier, General Chairman  
Brotherhood of Maintenance of Way Employes  
1011 Paris Road, Suite 333  
Mayfield, Kentucky 42066

Mr. T.R. McCoy, General Chairman  
Brotherhood of Maintenance of Way Employes  
9300 Runyon Road  
Catlettsburg, Kentucky 41129

NIRC File: 08-3.6

Dear Sirs:

This is in regard to the establishment of a special gang to perform work in connection with the tree removal project described in contracting notices dated August 6, 2010. It is agreed that this gang will be established as a mobile system gang, consistent with the provisions of Appendix "N" of the Agreement. It is also agreed that this gang will be established with rest days of other than Saturday and Sunday. In connection therewith, employees assigned to the gang will be allowed a differential of one (1) dollar per hour for all hours or portion of hours worked in addition to any other applicable differentials in effect.

Please signify your concurrence in the space provided below.

Very truly yours,

Jeffrey L. Barton  
Director - Labor Relations

Concur:

  
\_\_\_\_\_  
General Chairman  
\_\_\_\_\_  
General Chairman  
\_\_\_\_\_  
General Chairman

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Metra is the registered service mark for the Northeast Illinois Regional Commuter Railroad Corporation.



547 W. Jackson Blvd. Chicago, Illinois 60661 Telephone: (312) 322-6900 TTY: 1-312-322-6774

October 15, 2010

Mr. Mark S. Wimmer, General Chairman  
Brotherhood of Maintenance of Way Employes  
18921 York Street, NW - Suite F  
Elk River, Minnesota 55330-1993

Mr. Hayward J. Granier, General Chairman  
Brotherhood of Maintenance of Way Employes  
302 E. Broadway, Suite B  
Mayfield, Kentucky 42066

NIRC File: 08-3.6

Dear Sirs:

Attached for your records are copies of the fully executed letters of agreement regarding the establishment of a mobile system gang and the assistant work equipment mechanic positions.

Very truly yours,

James P. Finn  
Manager - Labor Relations

Attachments

*Metra is the registered service mark for the Northeast Illinois Regional Commuter Railroad Corporation.*



### Memorandum

TO: All Maintenance of Way Employees June 6, 2011

FROM: R.C. Schuster, Assistant Department Head *RCS*  
Engineering

SUBJECT: B.M.W.E. RATES OF PAY, EFFECTIVE JULY 1, 2011

Attached is a new wage rate schedule, effective July 1, 2011 for employees covered by the agreement between NIRC and the Brotherhood of Maintenance of Way Employees. These rates reflect a 3% general wage increase provided under the agreement, of November 1, 1999.

CC:

- |                  |               |                    |                     |
|------------------|---------------|--------------------|---------------------|
| J. L. Lorenzini  | M. Richardson | H. J. Granier, G/C | W. J. Dehn, L/C     |
| J. L. Barton     | J. D. Renfrow | T. R. McCoy, G/C   | G. E. Ponce, L/C    |
| G. M. Washington | L. C. Powell  | M. S. Wimmer, G/C  | All Bulletin Boards |
| R. Williams      | A. R. Bobby   | Y. Gonzalez, L/C   |                     |

Revised 05/07/11 Y 781

*Notes in the memorandum require mark for the Northwest Illinois Regional Commuter Railroad Corporation.*

## NORTHEAST ILLINOIS REGIONAL COMUTER RAILROAD CORPORATION

## BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

## BASIC RATES OF PAY

JULY 1, 2011

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
B&B Foreman	\$27.21
B&B Asst. Foreman	\$25.67
B&B Mechanic	\$25.40
B&B Asst. Mechanic	\$25.20
System General Foreman	\$27.43
Track Inspector	\$27.43
Track Foreman	\$27.21
Track Asst. Foreman	\$25.67
Track Patrolman	\$26.73
Track Clean Up Foreman	\$26.73
Trackman	\$23.40
Track Rider	\$24.18
Welding Foreman	\$27.21
Welder	\$25.87
Asst. Welder	\$25.32
W. S. Foreman	\$27.52
W. S. Asst. Foreman	\$26.49
W. S. Mechanic	\$26.14
W. S. Asst. Mechanic	\$26.00
Lead Work Equip. Mechanic	\$30.26
Work Equipment Mechanic	\$27.88
Work Equipment Asst. Mechanic	\$26.14
Work Equipment Laborer	\$23.40
Work Equipment Operator	
Group A, Rank 1, Class A	\$27.21
Group A, Rank 1, Class B	\$26.43
Group A, Rank 2, Class A	\$25.76

Differentials:

1. A Bridge and Building Mechanic when engaged in Welding work in his classification shall receive twenty-five (25) cents per hour over his Mechanic's hourly rate.
2. Bridge & Building Foremen, Assistant Foremen, Mechanic or Assistant Mechanics when assigned to CATENARY GANGS will receive forty (40) cents per hour over their respective hourly rate.
3. Employees assigned to work ten (10) hours per day, four days per week whose assigned workweek includes Saturday and Sunday shall be allowed one (1) dollar per hour differential for all hours or portion or hours worked in addition to any other applicable differentials in effect.
4. Employees assigned to work ten (10) hours per day, four days per week whose assigned workweek includes Saturday and Sunday, but not both shall be allowed fifty (50) cents per hour differential for all hours or portion of hours worked in addition to any other applicable differentials in effect.
5. Employees assigned to positions posted with a CDL requirement will be allowed an additional 30 cents per hour.



547 W. Jackson Blvd. Chicago, Illinois 60661 Telephone: (312) 322-6900 TTY# 1-312-322-6774

November 21, 2011

Mr. Mark S. Wimmer, General Chairman  
Brotherhood of Maintenance of Way Employees  
18921 York Street, NW - Suite F  
Elk River, Minnesota 55330-1993

NIRC File: 08-3.6

Dear Sir:

This is to confirm our discussion regarding the application of Appendix "O" of the General Agreement between the Northeast Illinois Regional Commuter Railroad Corporation and the Brotherhood of Maintenance of Way Employees. Section 7 of Appendix "O" refers to Bridge and Building Gang 02, with headquarters at Franklin Park. The headquarters point for Gang 02 is being moved to Spaulding. It is understood that the reference in Section 7 to Gang 02 will apply to the same gang when the headquarters point is moved to Spaulding.

Very truly yours,

James P. Finn  
Manager, Labor Relations

cc: J. Lorenzini  
R. Schuster  
L. Powell

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JUN-07-2012 14:14


METRA

P. 01/02



547 W Jackson Blvd, Chicago, Illinois 60661 (312) 322-6000 TTY#1-312-322-6771

**TO:** All Maintenance of Way Employees **June 6, 2012**

**FROM:** L. C. Powell,   
Sr. Director Engineering Maintenance

**SUBJECT:** B.M.W.E. RATES OF PAY, EFFECTIVE JULY 1, 2012

Attached is a new wage rate schedule, effective July 1, 2012 for employees covered by the agreement between NIRC and the Brotherhood of Maintenance of Way Employees. These rates reflect a 3% general wage increase provided under the agreement, of November 1, 1999.

CC:

J. L. Lorenzini	J. D. Renfrow	H. J. Granier, G/C	W. J. Dehn, L/C
J. L. Barton	J. D. Winchester	T. R. McCoy, G/C	All Bulletin Boards
G. M. Washington	L. C. Powell	D. L. Craft, G/C	
R. Williams	A. R. Bobby	V. Gonzalez, L/C	

Payroll.BMWJULY2012

NORTHEAST ILLINOIS REGIONAL COMMUTER RAILROAD CORPORATION  
BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES  
BASIC RATES OF PAY  
JULY 1, 2012

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
B&B Foreman	\$28.03
B&B Asst. Foreman	\$26.44
B&B Mechanic	\$26.16
B&B Asst. Mechanic	\$25.96
System General Foreman	\$28.25
Track Inspector	\$28.25
Track Foreman	\$28.03
Track Asst. Foreman	\$26.44
Track Patrolman	\$27.53
Track Clean Up Foreman	\$27.53
Trackman	\$24.10
Track Rider	\$24.91
Welding Foreman	\$28.03
Welder	\$26.65
Asst. Welder	\$26.08
Water Service Foreman	\$28.35
Water Service Asst. Foreman	\$27.28
Water Service Mechanic	\$26.92
Water Service Asst. Mechanic	\$26.78
Lead Work Equip. Mechanic	\$31.17
Work Equipment Mechanic	\$28.72
Work Equipment Asst. Mechanic	\$26.92
Work Equipment Laborer	\$24.10
Work Equipment Operator	
Group A, Rank 1, Class A	\$28.03
Group A, Rank 1, Class B	\$27.22
Group A, Rank 2, Class A	\$26.53

Differentials:

1. A Bridge and Building Mechanic when engaged in Welding work in his classification shall receive twenty-five (25) cents per hour over his Mechanic's hourly rate.
2. Bridge & Building Foremen, Assistant Foremen, Mechanic or Assistant Mechanics when assigned to CATENARY GANGS will receive forty (40) cents per hour over their respective hourly rate.
3. Employees assigned to work ten (10) hours per day, four days per week whose assigned workweek includes Saturday and Sunday shall be allowed one (1) dollar per hour differential for all hours or portion or hours worked in addition to any other applicable differentials in effect.
4. Employees assigned to work ten (10) hours per day, four days per week whose assigned workweek includes Saturday and Sunday, but not both shall be allowed fifty (50) cents per hour differential for all hours or portion of hours worked in addition to any other applicable differentials in effect.
5. Employees assigned to positions posted with a CDL requirement will be allowed an additional 30 cents per hour.

TOTAL P. 02



NORTHEAST ILLINOIS REGIONAL COMMUTER RAILROAD CORPORATION  
NOTICE OF DISCIPLINE

September 12, 2012

HAND DELIVERED

Formal Investigation  Waiver of Formal Investigation (check proper box) has indicated your responsibility for violation of NIRCRC Rules in the following incident (describe):

Charge:

Rule Violation:

Therefore, you are assessed the following discipline which will also be entered into your personal employment record (check appropriate box or boxes).

1. Letter of Reprimand (letter attached, effective for two (2) years).

If you waive investigation, the reprimand letter will be effective for one (1) year.

2. Three Work Days Deferred Suspension (this suspension will remain deferred for two (2) years and will be served as actual suspension if further discipline is assessed during that period).

If you waive investigation, one (1) day of deferred suspension is assessed instead of three (3) days.

3. Five Work Days Actual Suspension

If you waive investigation, three (3) work days of suspension will be served instead of five (5) work days, plus the deferred days from Step 2. During your suspension, you are expected to contact the EAP Provider at (312) 726-8620 or 1-800-227-8620 and schedule an interview.

Your record indicates deferred suspension of \_\_\_\_\_ work day(s) which was assessed on \_\_\_\_\_ and must be served in conjunction with discipline noted above.

4. Ten Work Days Actual Suspension

If you waive investigation, seven (7) work days of suspension will be served instead of ten (10) work days.

5. Dismissal: Your employment with this corporation is terminated effective \_\_\_\_\_ (date).  
You must immediately return all company property.

\*\*\*\*\*

PERIOD OF SUSPENSION (IF APPLICABLE)

Suspension from your job assignment will begin on \_\_\_\_\_ and will end  
\_\_\_\_\_.

You must return to work on \_\_\_\_\_. Failure to return on that date will be regarded as an  
unauthorized absence.

DEVIATION FROM THE PROGRESSIVE DISCIPLINE STEPS

The Chief Operations Officer has determined that the discipline of Step # \_\_\_\_\_ shall be assessed on the  
circumstance in this case for the reason(s) stated below:

\_\_\_\_\_  
Signature & Title of Supervisor Assessing Discipline

\_\_\_\_\_  
Time                      Date

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Union Witness

- cc: J. L. Lorenzini
- L. P. Powell
- J. L. Barton
- G. M. Washington
- C. P. Cary
- B. Smith
- General Chairman
- Local Chairman



Hayward J. Granier  
General Chairman, BMWWE  
Division/IBT  
100 West Farthing  
Mayfield, Kentucky 42066

Thomas McCoy  
General Chairman, BMWWE  
Division/IBT  
9300 Runyan Road  
Castlettsburg, Kentucky 41129-8573

Staci Moody-Gilbert  
General Chairwoman, BMWWE  
747 N. Burlington Ave., Suite 312  
Hastings, NE 68901

April 1, 2013

Dear Labor Colleague:

Attached as information are drafts of language that will be included in all future position postings on Metra (NIRCRC). The information is being included to ensure uniform application of inter-department transfers and to clarify any miss-information that may exist on an employee's ability to change positions within the corporation.

It is the Carriers desire to make known to all employees what positions are being posted and, if qualified, to provide the opportunity to improve themselves and accept greater responsibility. We encourage our employees to take advantage of the increase benefits made available through the tuition reimbursement program.

That said we also recognize how essential employees are at all levels of the Organization to ensure we continue to provide our customers with a good value for their transportation dollar. In recognition of the service provided there may be circumstances wherein an employee simply cannot be released from their current position without such release having an adverse impact on their current department. In such instances, a transfer with all benefits intact may not be possible.

**For apprentice programs/training programs**

Metra may, for operational reasons, deny you the opportunity to transfer to another position within Metra. Unless Metra determines otherwise, your application will not be considered for any position outside of your department for a period equal to the period of the apprentice/training program. After that hold period, you may apply for a position outside of your agreement; however, you will not be considered for a transfer if, in Metra's discretion, such a transfer would have an adverse impact on your employing department. If you apply for this position and receive an offer, but are denied a transfer, you are not precluded from resigning your current position to accept this position. If you resign, please note that you do so at your own risk since there will be adverse employment consequences (involving, among other things, your seniority and vacation accrual).

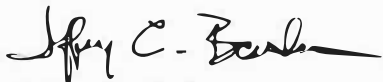
**All other union postings:**

Metra may, for operational reasons, deny you the opportunity to transfer to another position within Metra, but outside of your agreement. You may apply for a position outside of your agreement; however, you will not be considered for a transfer if, in Metra's discretion, such a transfer would have an adverse impact on your employing department. If you apply for this position and receive an offer, but are denied a transfer, you are not precluded from resigning your current position to accept this position. If you resign, please note that you do so at your own risk since there will be adverse employment consequences (involving, among other things, your seniority and vacation accrual).

This information does not affect any seniority rights enjoyed by our employees. Anticipating you may be contacted by your members with concerns we are letting our labor representatives know concurrent with the change so you may address your members.

A representative from the management team will address this issue prior to the beginning of the formal session of the Labor Management Committee on April 25<sup>th</sup>. Should you have any questions in the interim feel free to contact me at (312) 322-6646.

Very truly yours,



Jeffrey L. Barton  
Senior Director – Labor Relations

Cc: SLT  
D. Farley  
T. Hort  
V. Stoner



June 5, 2013

Mike Owens  
Chairman – Metra General Chairman's Association  
Brotherhood of Railway Signalmen  
13022 County Line Road  
Crown Point, Indiana 46307

Dear Sir:

Attached is a copy of Mr. Clifford's response to Hayward Granier in regard to concerns over the Carrier's election to contract with a different 457 deferred compensation administrator.

Inasmuch as you have expressed similar concerns Mr. Clifford desired to share his response with all General Chairman. Therefore, in addition to this letter directly to you, we have taken the liberty to share Mr. Clifford's response with the other representatives.

Very truly yours,

Jeffrey L. Barton  
Senior Director – Labor Relations

Cc: All General Chairmen  
Alexander Clifford  
A. Wiggins

BMWED  
of IBT  
JUN 10 2013  
Midwest  
Sys Fed



547 W Jackson Blvd. Chicago, Illinois 60661 (312) 322-6900 TTY#1-312-322-8774

June 5, 2013

Mr. Hayward J. Granier  
General Chairman, BMW Division/IBT  
100 West Farthing  
Mayfield, Kentucky 42066

RE: 457 Deferred Compensation Plan Provider

Dear Mr. Granier:

Chairman O'Halloran forwarded your letter dated May 13 inquiring about Metra's Board of Directors decision regarding an award of a deferred compensation plan provider for Metra's 457 Deferred Compensation Plan in April 2012. At current, Metra's transition team has begun the important process of working with the prior and new plan providers to effectively transition the participants' plan assets.

In review of your correspondence regarding the 457(b) Plan, you are correct in stating that the current provider, Hartford Insurance (Mass Mutual), provides a proprietary fund referred to in the plan documents as the "General Account." The recommendation and decision to select a new provider was based on multiple factors as investment platform options were only one of the many factors considered in the decision making process. Further, Hartford's General Account with its set rate was only guaranteed by Hartford through December 31, 2012.

Additionally, Hartford's proposal contained a proposed interest rate for the General Account at a minimum of 2% for the life of the contract. This investment return compares well with other current prevailing rates of 2.12% for 10 Year U.S. Treasury's, 2.18% for 10 Year AAA Municipal Bonds, and 2.63% for 10 Year AAA Taxable Municipal Bonds. These current prevailing rates reflect that a 2% rate for the General Account is comparable with other fixed income investment options in the current interest rate environment.

Moreover, in addition to assessing investment platform options, staff analyzed and assessed many additional factors. These factors include but were not limited to such criteria as plan administration, education, communication and support for plan participants, online access to plan information, fund and administrative expenses, conversion plans, investment options, and pricing. Be assured all three proposals were carefully compared and considered on their individual merits.

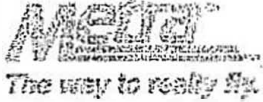
Metra is committed to ensuring our employees have superior choices in their benefit programs to provide for their future and security. We are committed to our employees and their long term objectives and goals through the use of Metra's retirement programs. I will also share this letter with the General Chairmen who have expressed similar concerns.

Once again, thank you for voicing your concerns in your letter of May 13. We look forward to continuing our partnership and maintaining Metra's longstanding relationship with the Brotherhood of Maintenance of Way Employees.

Sincerely,

  
Alex Clifford  
Executive Director and CEO

Cc: Chairman O'Halloran



August 22, 2013

Staci Moody-Gilbert  
General Chairwoman  
Brotherhood of Maintenance of Way Employees  
747 N. Burlington Avenue, Suite 312  
Hastings, NE 68901

RECEIVED

SEP 13 2013

B.M.W.E.D.

Dear Ms. Moody-Gilbert

This is in reference to the discussion between the Organization and the Carrier on July 10, 2013 relative to culvert work on the Milwaukee District of the CUS Division wherein the parties concluded that both the Bridge and Building (B&B) and Water Service subdepartments have regularly performed work on culverts. To recognize this practice the parties have agreed:

*Irrespective of the language of RULE 3 CLASSIFICATION OF WORK, Bridge and Building - Water Service Subdepartments either group may perform work involving culverts in connection with their assignment, including overtime incidental thereto.*

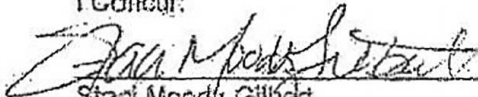
*In the event such work is not part of any assignment and outside of bulletined hours Water Service employees shall have preference to such work. If additional employees are needed, Water Service employees will be supplemented by B&B employees assigned to the territory where the work is to be performed and will be assigned/called in accordance with Section 7 of APPENDIX O of the current Agreement.*


If this reflects our understanding please so indicate by affixing your signature below.

Very truly yours,

Jeffrey L. Barton  
Senior Director, Labor Relations

I Concur:

  
Staci Moody-Gilbert  
General Chairwoman - BMWE

  
Hayward Granier  
General Chairman - BMWE



The way to really fly.

547 W. Jackson Boulevard Chicago, IL 60661 312.322.6900 TTY: 1 312.322.6774

Staci Moody-Gilbert  
General Chairman, BMW Division/IBT  
747 N. Burlington Avenue, Suite 312  
Hastings, Nebraska 68901

RECEIVED

OCT 09 2014

B.M.W.E.D.

Re: Highest Designated Officer  
Chief Engineer Officer – NIRCRC (Metra)

Dear Ms. Staci Moody-Gilbert,

Please be advised that effective February 5, 2013, the Carrier is designating the individual listed below as the Highest Designated Officer pursuant to the Railway Labor Act to address claims and grievances, including discipline, that arise out of interpretation of the NIRC/BMWE dated April 16, 1984, as amended:

Tim Hort  
Director – Labor Relations  
Metra (NIRCRC)  
547 West Jackson Blvd.  
Chicago, Illinois 60661  
(312) 322-6652  
[thort@metrarr.com](mailto:thort@metrarr.com)  
(312) 322-6647 (fax)

Be advised that claims and grievances are not accepted by electronic media.

Please be advised that effective immediately, the individual listed below is the Chief Engineering Officer who receives initial claims and grievances that arise out of interpretation of the NIRC/BMWE dated April 16, 1984, as amended:

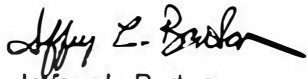
Bruce Marcheschi  
Chief Engineering Officer  
Metra (NIRCRC)  
547 West Jackson Blvd.  
7<sup>th</sup> Floor  
Chicago, Illinois 60661  
(312) 322-6949  
[bmarcheschi@metrarr.com](mailto:bmarcheschi@metrarr.com)



Be advised that claims and grievances are not accepted by electronic media.

\*\*\*\*\*

Very truly yours,



Jeffrey L. Barton  
Senior Director – Labor Relations

cc: B. Marcheschi  
A. Westbrook

September 7, 2015

Staci Moody-Gilbert  
General Chairperson, BMWED  
747 N. Burlington Avenue, Suite 312  
Hastings, Nebraska 68901

J. E. David  
General Chairperson, BMWED  
9300 Runyan Road  
Catlettsburg, Kentucky 41129

Hayward J. Granier  
General Chairperson, BMWED  
333 East Broadway  
Mayfield, KY 42066

Dear Sirs and Madam:

In the last round of negotiations, employee representatives were offered a choice between accepting continued health and welfare benefits without employee cost sharing or accepting cost-sharing with a higher wage pattern. Different employee groups selected between the two options. The BMWED is amongst the groups that selected no employee cost contributions in favor of the lower wage pattern.

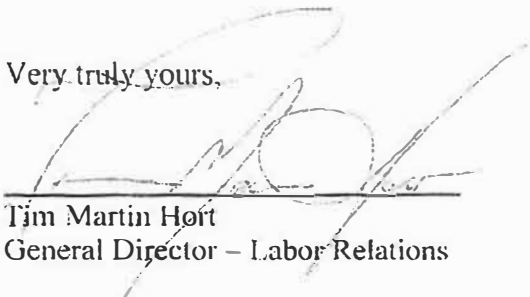
The election process created inequity amongst the various labor groups as those who selected cost-sharing have a higher base salary than those organizations which selected the no-cost sharing option. The current difference means the cost-sharing groups enjoy a base salary 2.0% higher (2.2% with compounding) and contribute eighty (\$80) dollars a month in employee contributions for health care that the non-contributing groups do not.

In an effort to maintain relative parity amongst employee groups in regard to health care contributions and wage increases, the Carrier has provided the Organization with the following option, which the Organization has chosen to exercise:

*Upon fully executing the Wage, Rule and Benefit Agreement, or within ten (10) days thereafter, the Organization may elect to exercise this option: "Effective with the application of the General Wage Increase contained in Section 2(a) of this Agreement and applied concurrently, the Carrier shall adjust all wages by an additional two and two-tenths percent (2.2%). Effective with the application of employee Offset contained in Section 4(a), the Carrier shall implement an eighty*

*(\$80) dollar a month contribution in addition to the increase required in Section 4(a), for a total base contribution of one-hundred (\$100) dollars a month."*


Very truly yours,



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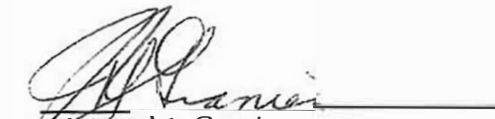
Tim Martin Hoft  
General Director - Labor Relations

On Behalf of the Employees I so elect



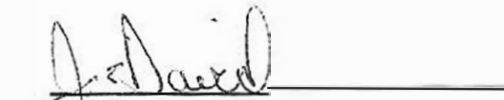
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Staci Moody-Gilbert  
General Chairperson, BMWED



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Hayward J. Granier  
General Chairperson, BMWED



---

J. David  
General Chairperson, BMWED



September 7, 2015

Staci Moody-Gilbert  
General Chairperson, BMWED  
747 N. Burlington Avenue, Suite 312  
Hastings, Nebraska 68901

J.E. David  
General Chairperson, BMWED  
9300 Runyan Road  
Catlettsburg, Kentucky 41129

Hayward J. Granier  
General Chairperson, BMWED  
333 East Broadway  
Mayfield, KY 42066

Dear Sirs and Madam:

In connection with the Wage, Rule, and Benefit Agreement reached today, it is understood that the following shall govern the payment of any retroactive wage adjustments that may result from the July 1, 2013 general wage increase as provided for in Section 2(a), as potentially modified by the election contained in Side Letter No. 1, as well as retroactive offsets owed pursuant to Section 4(a). Specifically, such required adjusted retroactive wage payments shall be paid as part of regular payroll, subject to all applicable payroll tax withholdings. It is the Carrier's intent to make the retroactive settlement of monies owed within sixty (60) days of the effective date of this Agreement.

Payment of retroactive wage adjustments shall be due only to persons who were subject to this Agreement who had performed service during the period covered by the wage increases.

In the event a former employee is deceased, such retroactive money shall be paid to his or her estate.

---

In regard to the Lump Sum payment in Section 1(a), such payment will be by separate check, subject to all regular and normally applicable payroll tax withholdings. It is the Carrier's intent to make the lump sum payment within sixty (60) days of the effective date of this Agreement.

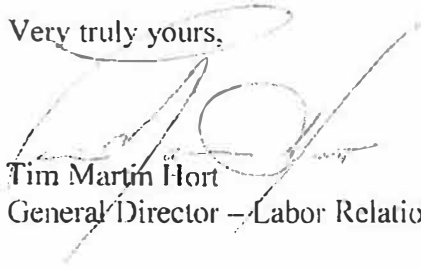
Payment of the Lump Sum in Section 1(a) shall be due only to employees actively working under this Agreement on the effective date of this Agreement, or who:

- (i) Are suspended/dismissed on the effective date of this agreement, but who are subsequently reinstated to service, pursuant to the agreement or award prompting their return to service or,
- (ii) Have retired, died, have been furloughed, or have been placed on medical leave within 365 days of the effective date of the Agreement.

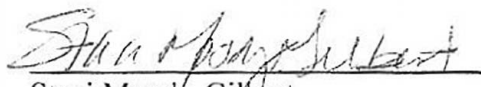
In the event a former employee is deceased, such lump sum payment shall be paid to his or her estate.

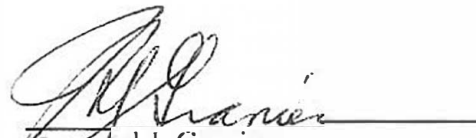
Please signify your concurrence in the space provided below.


Very truly yours,

  
Tim Martin Hort  
General Director – Labor Relations

I Concur:

  
Staci Moody-Gilbert  
General Chairperson, BMWED

  
Hayward J. Granier  
General Chairperson, BMWED

  
J.E. David  
General Chairperson, BMWED

September 7, 2015

Staci Moody-Gilbert  
General Chairperson, BMWED  
747 N. Burlington Avenue, Suite 312  
Hastings, Nebraska 68901

J.E. David  
General Chairperson, BMWED  
9300 Runyan Road  
Catlettsburg, Kentucky 41129

Hayward J. Granier  
General Chairperson, BMWED  
333 East Broadway  
Mayfield, KY 42066

Dear Sirs and Madam:

This is in regard to the Wage, Rule and Benefit Agreement signed this date specifically **Section 6. General Agreement Rule Changes**, addressing **APPENDIX A, RATES OF PAY**. The rates shall be updated to July 1, 2015 and certain differentials increased as indicated below:

***APPENDIX A***

***RATES OF PAY***  
***(As of July 1, 2015)***

<b><i><u>Classification</u></i></b>	<b><i><u>Hourly Rate</u></i></b>
<i>System General Foreman</i>	\$30.78
<i>B&amp;B Foreman</i>	\$30.54
<i>B&amp;B Assistant Foreman</i>	\$28.81
<i>B&amp;B Mechanic</i>	\$28.51
<i>B&amp;B Assistant Mechanic</i>	\$28.28
<i>Track Inspector</i>	\$30.78
<i>Track Foreman</i>	\$30.54
<i>Track Assistant Foreman</i>	\$28.81
<i>Track Patrolman</i>	\$29.99
<i>Track Clean-Up Foreman</i>	\$29.99
<i>Trackman</i>	\$26.25

<i>Track Rider</i>	\$27.14
<i>Welding Foreman</i>	\$30.54
<i>Welder</i>	\$29.04
<i>Assistant Welder</i>	\$28.41
<i>Water Service Foreman</i>	\$30.89
<i>Water Service Assistant Foreman</i>	\$29.72
<i>Water Service Mechanic</i>	\$29.32
<i>Water Service Assistant Mechanic</i>	\$29.18
<i>Leading Work Equipment Mechanic</i>	\$33.96
<i>Work Equipment Mechanic</i>	\$31.29
<i>Work Equipment Assistant Mechanic</i>	\$29.32
<i>Work Equipment Laborer</i>	\$26.25
<i>Work Equipment Operator</i>	
<i>Group A, Rank 1, Class A</i>	\$30.54
<i>Group A, Rank 1, Class B</i>	\$29.65
<i>Group A, Rank 2, Class A</i>	\$28.90

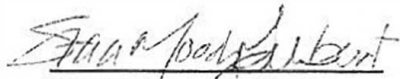
**DIFFERENTIALS**


1. *A Bridge and Building Mechanic when engaged in welding work in his classification shall receive fifty (50) cents per hour over his Mechanic's hourly rate.*
2. *A Bridge and Building Foreman, Assistant Foreman, Mechanic or Assistant Mechanic when assigned to Catenary Gangs shall receive sixty-five (65) cents per hour over their respective hourly rate.*
3. *Employees assigned to work ten (10) hours per day, four days per week whose assigned workweek includes Saturday and Sunday shall be allowed a one dollar and twenty-five cents (\$1.25) per hour differential for all hours or portion of hours worked in addition to any other applicable differentials in effect.*
4. *Employees assigned to work ten (10) hours per day, four days per week, whose assigned workweek includes Saturday or Sunday but not both shall be allowed a seventy-five (75) cents per hour differential for all hours or portion of hours worked in addition to any other applicable differentials in effect.*


Very truly yours,

  
Tim Martin Hort  
General Director – Labor Relations

I Concur:

  
Staci Moody-Gilbert  
General Chairperson

  
Hayward J. Granier  
General Chairperson

  
J.E. David  
General Chairperson





September 7, 2015

Staci Moody-Gilbert  
General Chairperson, BMWED  
747 N. Burlington Avenue, Suite 312  
Hastings, Nebraska 68901

J.E. David  
General Chairperson, BMWED  
9300 Runyan Road  
Catlettsburg, Kentucky 41129

Hayward J. Granier  
General Chairperson, BMWED  
333 East Broadway  
Mayfield, KY 42066

Dear Sirs and Madam:

This is in regard to the Wage, Rule and Benefit Agreement signed this date specifically **Section 6. General Agreement Rule Changes**, addressing **RULE 36 – HOLIDAYS - VACATIONS** and **APPENDIX C– NATIONAL NON-OPERATING PROVISIONS.**

Currently the vacation agreement in place on the Carrier is the National Non-Operating Vacation Agreement, as revised. That agreement provides for incremental increases in the amount of vacation based on the number of “qualifying” years working in any craft signatory to that agreement if such service is continuous.

The Carrier desires to modify the on-the-property application of that agreement so that after an employee has been employed with the Carrier in any capacity for three or more years, incremental increases in allocation for subsequent years would be based on longevity of service with the Carrier, irrespective of the type of service, and not based on qualifying years under the National Non-Operating Vacation Agreement.

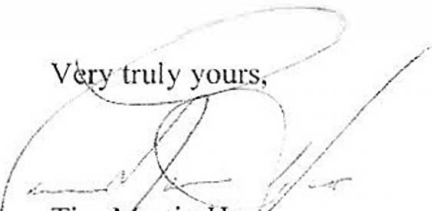
Therefore, it is understood that:

*In application of the National Non-Operating Craft Vacation Agreement after an employee has been in service for three (3) or more years, irrespective of type of service with the Carrier, incremental increases in the number of weeks of vacation will be based on longevity of service with the Carrier and not based on “Qualifying years” as defined in the Vacation Agreement. Such incremental increases will be available January 1 of the year after the employee obtains the requisite anniversary requirement.*

*This application will not change the need for an employee to have prior calendar year qualifying service, scheduling, or any other aspect of the Vacation Agreement.*

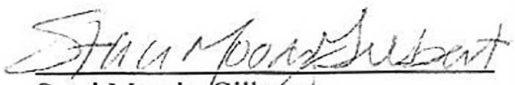
*This provision will be applied January 1 of the year after the effective date of the agreement.*

Very truly yours,

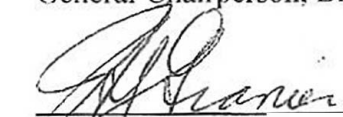


Tim Martin Hort  
General Director – Labor Relations

I Concur:



Staci Moody-Gilbert  
General Chairperson, BMWED



Hayward J. Granier  
General Chairperson, BMWED



J.E. David  
General Chairperson, BMWED



September 7, 2015

Staci Moody-Gilbert  
General Chairperson, BMWED  
747 N. Burlington Avenue, Suite 312  
Hastings, Nebraska 68901

J.E. David  
General Chairperson, BMWED  
9300 Runyan Road  
Catlettsburg, Kentucky 41129

Hayward J. Granier  
General Chairperson, BMWED  
333 East Broadway  
Mayfield, KY 42066

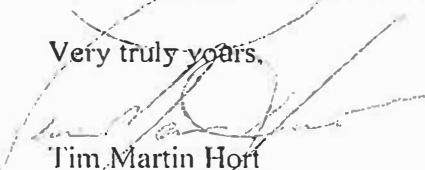
Dear Sirs and Madam:

During discussions on the Wage, Rule and Benefits agreement signed this date the Carrier sought protection against adverse impact in the event the TCU pension became financially unstable.

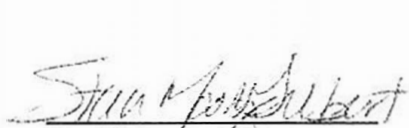
The Organization rejected such proposal on several grounds not the least of which, by all current indications, the TCU pension plan as currently administered is by all indicators stable.


This will confirm the parties view that the health of the supplemental retirement plan is of mutual interest and the Organization's commitment that should the health of the TCU pension plan change with the result that the Carrier becomes liable for costs in excess of the contribution on the employee's behalf due to statutory, regulatory or plan requirements the Organization will enter into voluntary discussions with the Carrier to explore mechanisms to address the additional cost.

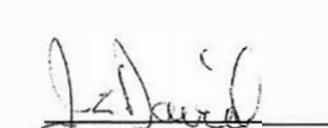
Very truly yours,

  
Tim Martin Hort  
General Director – Labor Relations

I Concur:

  
Staci Moody-Gilbert  
General Chairperson

  
Hayward J. Granier  
General Chairperson

  
J.E. David  
General Chairperson

**Memorandum**

**TO:** DISTRIBUTION

**FROM:** Tim Martin Hort  
General Director - Labor Relations

**SUBJECT:** BMWED/NIRC AGREEMENT  
RATES OF PAY, JULY 1, 2016

**DATE:** June 1, 2016

Attached is a wage rate schedule, effective July 1, 2016, for employees covered by the agreement between NIRC and the Brotherhood of Maintenance of Way Employees.

DISTRIBUTION:

D. Gauthier	R. J. Anderson
T. Thomas	J. Meyer
B. Waters	C. Riney
A. Battaglia	C. Taylor
D. Orseno	B. Marcheschi
P. Zwolfer	L. Powell
J. Milano	J. Winchester
T. Farmer	J.E. David G/C
J. Franklin	H. Granier G/C
J. Mickus	S. Moody-Gilbert G/C
W. Welch	
C. Kizer	
M. Jones	
C. Cary	
K. Neir	
L. Jones	

## APPENDIX A

# NORTHEAST ILLINOIS REGIONAL COMMUTER RAILROAD CORPORATION

## BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

### BASIC RATES OF PAY - JULY 1, 2016

<u>CLASSIFICATION</u>	<u>3%</u>
System General Foreman	\$31.70
B&B Foreman	\$31.46
B&B Assistant Foreman	\$29.67
B&B Mechanic	\$29.37
B&B Assistant Mechanic	\$29.13
Track Inspector	\$31.70
Track Foreman	\$31.46
Track Assistant Foreman	\$29.67
Track Patrolman	\$30.89
Track Clean-Up Foreman	\$30.89
Trackman	\$27.04
Track Rider	\$27.95
Welding Foreman	\$31.46
Welder	\$29.91
Assistant Welder	\$29.26
Water Service Foreman	\$31.82
Water Service Assistant Foreman	\$30.61
Water Service Mechanic	\$30.20
Water Service Assistant Mechanic	\$30.06
Leading Work Equipment Mechanic	\$34.98
Work Equipment Mechanic	\$32.23
Work Equipment Assistant Mechanic	\$30.20
Work Equipment Laborer	\$27.04
Work Equipment Operator	
Group A, Rank 1, Class A	\$31.46
Group A, Rank 1, Class B	\$30.54
Group A, Rank 2, Class A	\$29.77

### DIFFERENTIALS, SPECIAL ALLOWANCES:

1. A Bridge and Building Mechanic when engaged in Welding work in his classification shall receive fifty (50) cents per hour over his Mechanic's hourly rate.
2. Bridge & Building Foremen, Assistant Foremen, Mechanic or Assistant Mechanics when assigned to CATENARY GANGS will receive sixty-five (65) cents per hour over their respective hourly rate.
3. Employees assigned to work ten (10) hours per day, four days per week whose assigned workweek includes Saturday and Sunday shall be allowed one dollar and twenty-five cents (\$1.25) dollar per hour differential for all hours of hours worked in addition to any other applicable differentials in effect.
4. Employees assigned to work ten (10) hours per day, four days per week whose assigned workweek includes Saturday or Sunday but not both shall be allowed seventy-five (75) cents per hour differential for all hours or portion of hours worked in addition to any other applicable differentials in effect.
5. Employees assigned to positions posted with a CDL requirement will be allowed an additional 60 cents per hour.



547 W Jackson Blvd. Chicago, Illinois 60661 (312) 322-6900 TTY#1-312-322-6774

TO: All Maintenance of Way Employees

June 6, 2017

FROM: L. C. Powell, *LePlan*  
Sr. Director Engineering Maintenance

SUBJECT: B.M.W.E. RATES OF PAY, EFFECTIVE JULY 1, 2017

Attached is a new wage rate schedule, effective July 1, 2017 for employees covered by the agreement between NIRC and the Brotherhood of Maintenance of Way Employees. These rates reflect a 3.5% general wage increase.

CC:

B. M. Marcheschi  
T. Hort  
D. Jackson  
R. Williams

M. Tempinski  
J. D. Winchester  
J. K. Meyer  
J. A. Jachna

H. J. Granier, G/C  
J. E. David, G/C  
S. Moody-Gilbert, G/C  
C. Otero, L/C

All Bulletin Boards

**NORTHEAST ILLINOIS REGIONAL COMMUTER RAILROAD CORPORATION  
BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES  
BASIC RATES OF PAY  
JULY 1, 2017**

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
B&B Foreman	\$32.56
B&B Asst. Foreman	\$30.71
B&B Mechanic	\$30.40
B&B Asst. Mechanic	\$30.15
System General Foreman	\$32.81
Track Inspector	\$32.81
Track Foreman	\$32.56
Track Asst. Foreman	\$30.71
Track Patrolman	\$31.97
Track Clean Up Foreman	\$31.97
Trackman	\$27.99
Track Rider	\$28.93
Welding Foreman	\$32.56
Welder	\$30.96
Asst. Welder	\$30.28
Water Service Foreman	\$32.93
Water Service Asst. Foreman	\$31.68
Water Service Mechanic	\$31.26
Water Service Asst. Mechanic	\$31.11
Lead Work Equip. Mechanic	\$36.20
Work Equipment Mechanic	\$33.36
Work Equipment Asst. Mechanic	\$31.26
Work Equipment Laborer	\$27.99
Work Equipment Operator	
Group A, Rank 1, Class A	\$32.56
Group A, Rank 1, Class B	\$31.61
Group A, Rank 2, Class A	\$30.81

Differentials:

1. A Bridge and Building Mechanic when engaged in Welding work in his classification shall receive fifty (50) cents per hour over his Mechanic's hourly rate.
2. Bridge & Building Foremen, Assistant Foremen, Mechanic or Assistant Mechanics when assigned to CATENARY GANGS will receive sixty-five (65) cents per hour over their respective hourly rate.
3. Employees assigned to work ten (10) hours per day, four days per week whose assigned workweek includes Saturday and Sunday shall be allowed one (1) dollar and twenty-five cents (\$1.25) per hour differential for all hours or portion of hours worked in addition to any other applicable differentials in effect.
4. Employees assigned to work ten (10) hours per day, four days per week whose assigned workweek includes Saturday and Sunday, but not both shall be allowed seventy-five (75) cents per hour differential for all hours or portion of hours worked in addition to any other applicable differentials in effect.
5. Employees assigned to positions posted with a CDL requirement will be allowed an additional 60 cents per hour.



547 W. Jackson Boulevard, Chicago, IL 60661

312.322.6900

[metrarr.com](http://metrarr.com)

Barbara J. Buhai  
Sr. Employment, Labor Relations  
and EEO Officer  
Direct Dial 312-322-8039  
Facsimile 312-322-6647  
Email [bbuhai@metrarr.com](mailto:bbuhai@metrarr.com)

June 12, 2018

Certified Mail Receipt Requested: 7018 0360 0001 5113 1780

Ms. Staci Moody-Gilbert  
General Chairwoman  
Brotherhood of Maintenance of Way Employes Division/IBT  
747 N. Burlington Avenue, Suite 312  
Hastings, NE 68901

Dear Ms. Moody-Gilbert:

Please be advised that effective June 11, 2018, the Carrier is designating the individual listed below as the Highest Designated Officer pursuant to the Railway Labor Act to address claims and grievances, including discipline, that arise out of interpretation of the NIRCRC/BMWED dated April 16, 1984, as amended:

Barbara J. Buhai  
Acting Sr. Employment, Labor Relations  
and EEO Officer  
Metra (NIRCRC)  
547 West Jackson Blvd.  
Chicago, Illinois 60661  
(312) 322-8039  
[bbuhai@metrarr.com](mailto:bbuhai@metrarr.com)  
(312) 322-6647 (fax)

Be advised that claims and grievances are not accepted by electronic media.

Very truly yours,

Barbara J. Buhai

Cc: Bruce Marcheschi

**RECEIVED**

**JUN 18 2018**

**B.M.W.E.D.**





547 W Jackson Blvd. Chicago, Illinois 60661 (312) 322-8000 TTY: 312-322-8774

TO: All Maintenance of Way Employees July 16, 2018  
FROM: L. C. Powell, *Leplan*  
Sr. Director Engineering Maintenance  
SUBJECT: B.M.W.E. RATES OF PAY, EFFECTIVE JULY 1, 2018

Attached is a new wage rate schedule, effective July 1, 2018 for employees covered by the agreement between NIRC and the Brotherhood of Maintenance of Way Employees. These rates reflect a 3.5% general wage increase.

CC:

B. M. Marcheschi  
T. Hort  
J. Deno  
R. Williams

M. Templinisi  
J. D. Winchester  
J. K. Meyer  
J. A. Jachna

H. J. Granier, G/C  
J. L. David, G/C  
S. Mondy-Gilbert, G/C  
C. Otero, L/C

A. Valdes L/C  
All Bulletin Boards

**NORTHEAST ILLINOIS REGIONAL COMMUTER RAILROAD CORPORATION  
BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES  
BASIC RATES OF PAY  
JULY 1, 2018**

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
B&B Foreman	\$33.70
B&B Asst. Foreman	\$31.78
B&B Mechanic	\$31.46
B&B Asst. Mechanic	\$31.21
System General Foreman	\$33.96
Track Inspector	\$33.96
Track Foreman	\$33.70
Track Asst. Foreman	\$31.78
Track Patrolman	\$33.09
Track Clean Up Foreman	\$33.09
Trackman	\$28.97
Track Rider	\$29.94
Welding Foreman	\$33.70
Welder	\$32.04
Asst. Welder	\$31.84
Water Service Foreman	\$34.08
Water Service Asst. Foreman	\$32.79
Water Service Mechanic	\$32.35
Water Service Asst. Mechanic	\$32.20
Lead Work Equip. Mechanic	\$37.47
Work Equipment Mechanic	\$34.53
Work Equipment Asst. Mechanic	\$32.35
Work Equipment Laborer	\$28.97
Work Equipment Operator	
Group A, Rank 1, Class A	\$33.70
Group A, Rank 1, Class B	\$32.72
Group A, Rank 2, Class A	\$31.89

Differentials:

1. A Bridge and Building Mechanic when engaged in Welding work in his classification shall receive fifty (50) cents per hour over his Mechanic's hourly rate.
2. Bridge & Building Foremen, Assistant Foremen, Mechanic or Assistant Mechanics when assigned to CATENARY GANGS will receive sixty-five (65) cents per hour over their respective hourly rate.
3. Employees assigned to work ten (10) hours per day, four days per week whose assigned workweek includes Saturday and Sunday shall be allowed one (1) dollar and twenty-five cents (\$1.25) per hour differential for all hours or portion of hours worked in addition to any other applicable differentials in effect.
4. Employees assigned to work ten (10) hours per day, four days per week whose assigned workweek includes Saturday and Sunday; but not both shall be allowed seventy-five (75) cents per hour differential for all hours or portion of hours worked in addition to any other applicable differentials in effect.
5. Employees assigned to positions posted with a CDL requirement will be allowed an additional .60 cents per hour.



### EMPLOYEE INCIDENTAL INJURY/ILLNESS REPORT

This form is to be used when medical attention is not needed.

#

- RID     Trans.
- MWD    Eng.
- MED    Mech.
- CORP    Tckts.
- Mat. Mgmt.

Employee Name (print): \_\_\_\_\_ I.D.#: \_\_\_\_\_

Type of Injury \_\_\_\_\_

Describe Incident \_\_\_\_\_

Signatures: (employee) \_\_\_\_\_ (supervisor) \_\_\_\_\_



#### Instructions

1. The report must be filled out immediately after an injury/illness has occurred, but not later than the end of the employee's tour of duty on the date the injury/illness occurred.
2. The employee and his/her immediate supervisor will each complete their separate sections of the report.
3. The supervisor will then tear off the completed report and send the goldenrod copy to the Safety and Rules Department for processing.
4. This report will be retained on file for a period not to exceed 30 calendar days or the first Monday following the 30th calendar day. At that time the employee must either withdraw this report or complete the required FRA Form 6180.98 Railroad Employee Injury and/or Illness Record. The employee must then be seen by Metra's Chief Medical Officer on the day the FRA Form 6180.98 is filed.
5. This report will not be used for discipline purposes if notice is not given within one business day after the report is filed. Business days are Monday through Friday except holidays.

### SUPERVISOR'S REPORT EMPLOYEE INCIDENTAL INJURY

#

Date \_\_\_\_/\_\_\_\_/\_\_\_\_ Time \_\_\_\_:\_\_\_\_ am/pm Signature \_\_\_\_\_

What action is being taken \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



WHITE - Supervisor    YELLOW - Department Head    PINK - Employee    GOLDENROD - Safety & Rules

RC 99052 (7/98)

**THIS AGREEMENT**, made this January 7, 2022, by and between the Northeast Illinois Regional Commuter Railroad Corporation (NIRCRC) and the Brotherhood of Maintenance of Way Employes Division (BMWED), and covered by the April 16, 1984 Agreement, as amended:

**IT IS HEREBY AGREED:**

**Section 1. General Wage Increases:**

(a) Effective July 1, 2019, all basic rates of pay in effect on June 30, 2019 shall be increased in the amount of two and five tenths (2.5) percent.

(b) Effective July 1, 2020, all basic rates of pay in effect on June 30, 2020 shall be increased in the amount of two (2.0) percent.

(c) Effective July 1, 2021, all basic rates of pay in effect on June 30, 2021 shall be increased in the amount of two (2.0) percent.

(d) Effective July 1, 2022, all basic rates of pay in effect on June 30, 2022 shall be increased in the amount of two (2.0) percent.

(e) Effective July 1, 2023, all basic rates of pay in effect on June 30, 2023 shall be increased in the amount of two and five tenths (2.5) percent.

(f) Effective July 1, 2024, all basic rates of pay in effect on June 30, 2024 shall be increased in the amount of two and five tenths (2.5) percent.

(g) Effective July 1, 2025, all basic rates of pay in effect on June 30, 2025 shall be increased in the amount of three and five tenths (3.5) percent.

**Section 2. Health and Welfare:**

NIRCRC will continue to provide to employees subject to and in service under the General Agreement of April 16, 1984, as amended, with such nationally-negotiated Health and Welfare plans as applicable to BMWED, pursuant to its agreement with the National Carriers' Conference Committee, including specifically those plans as currently provided under Major Medical, Dental, Early Retirement, Supplemental Sickness (where applicable or, in lieu thereof, the negotiated local plan if applicable), National Vision Plan, and Off-Track Vehicle Accident Plan (where applicable), including all amendments.

**Section 3. Offset:**

(a) Each employee shall continue to contribute two-hundred thirty (\$230.00) dollars toward the premium for each month the NIRCRC makes premium payments on the employee's behalf for health insurance benefits as provided in Section 2 above.

(b) NIRCRC will not recover the offset for months in which the employee does not qualify for major medical (the so-called 7-day rule).

(c) The monthly employee cost-sharing amounts as set forth in this Section shall be made by NIRCRC on the employee's behalf. NIRCRC shall then deduct the amount of such contributions from the employee's wages and retain the amounts so deducted as reimbursement for the contributions. The deductions from the employee's wages shall be made on a pre-tax basis, subject fully to the requirements and limitations of Section 125 of the IRS Code. Employee contributions not received shall be the employee's responsibility upon his return or deducted from monies owed upon permanent separation.

**Section 4. Supplemental Retirement:**

Delete **APPENDIX L. SUPPLEMENTAL RETIREMENT PLAN** in its entirety and replace with the following:

**APPENDIX L**

**SUPPLEMENTAL RETIREMENT PLAN**

Effective January 1, 1999, a supplemental retirement plan was established for the benefit of employees covered by the General Agreement of April 16, 1984, as amended, with such plan to be administered in accordance with the TCIU Pension Plan, Summary Plan Description, dated January 1993 (Plan). As of December 31, 2018, the Carrier's contribution to the Plan was \$1.25 per straight time hour. The Carrier shall increase this contribution per the following schedule:

Effective January 1, 2019, the employer contribution shall be increased by \$0.05 for each hour paid.

Effective January 1, 2020, the employer contribution shall be increased by \$0.05 for each hour paid.

Effective January 1, 2021, the employer contribution shall be increased by \$0.05 for each hour paid.

Effective January 1, 2022, the employer contribution shall be increased by \$0.05 for each hour paid.

Effective January 1, 2023, the employer contribution shall be increased by \$0.05 for each hour paid.

Effective January 1, 2024, the employer contribution shall be increased by \$0.10 for each hour paid.

Effective January 1, 2025, the employer contribution shall be increased by \$0.10 for each hour paid.

The contribution to be made to the Plan by the Carrier shall be for all hours for which employees receive compensation, up to a maximum of 2,088 hours per calendar year.

In connection with the establishment of the Plan, employees covered by the General Agreement shall continue to have the right under the Agreement to participate in the 401(k) Plan under which the Carrier is a participating employer.

**Section 5. General Agreement Rule Changes:**

Effective with the date of this Agreement, the following rules of the April 16, 1984 General Agreement, as amended, shall be further amended to the extent indicated below:

---

Delete in its entirety **RULE 28. PAY FREQUENCIES; SHORTAGES** and replace with the following:

***RULE 28. PAY FREQUENCY; SHORTAGES.***

*(a) Employees under this Agreement will be paid semi-monthly, except if concurrent Illinois State Law is amended to require pay days to be biweekly, then employees under this Agreement will be paid accordingly. At the Carrier's discretion, all employees will be paid by direct deposit. If the Carrier elects to use direct deposit, the Carrier will reimburse the employee for any bank charges or other finance charges caused by a missing or delayed deposit.*

*(b) Employees voluntarily leaving the service of the Carrier will be furnished with a final check covering all time due on the next scheduled payroll disbursement date per the contract; employees terminated involuntarily from the service of the Carrier will be furnished a final check within the second workday thereafter. All final checks will be mailed to the employee's home address on record.*

*(c) When an employee's actual earnings are, at the fault of the Carrier, short one day or more day(s), but not the total of multiple shortages not equaling one or more full days, adjustment shall be made and the employee will have an off-cycle disbursement processed via direct deposit to their bank account on file within the second work day after payroll confirms the shortage. All other shortages will be addressed in the following pay cycle.*

*(d) When payroll information becomes accessible through electronic means with the ability for the employee to retain a personal copy on the property, including direct deposit and payroll advice, and the Carrier so elects, the electronic posting of payroll and records for other compensation elements will be the sole means by which compensation information is reported.*

---

Delete in its entirety **RULE 37. BEREAVEMENT LEAVE** and replace with the following:

***RULE 37. BEREAVEMENT LEAVE.***

*Bereavement leave, of three (3) consecutive work days, shall be allowed upon the death of an employee's spouse, child, stepchild, grandchild, brother, stepbrother, sister, stepsister, parent, stepparent, grandparent, spouse's parent, or spouse's stepparent. The employee may elect to commence the bereavement leave on the date of death or on any work day within ten (10) calendar days after the date of death.*

*An employee absent from his assignment as a result of bereavement leave will be paid for eight (8) hours at the straight time rate for his position for each of the three (3) bereavement days lost during bereavement leave.*

*Employees will make provision for such leave with their supervising official in the usual manner. Any agreement term providing for blanking jobs or realigning forces shall not be applicable to the individual employee or his position when absent under this provision.*

---

**Section 6. Effect:**

(a) The purpose and effect of this Agreement shall be to fix the general level of compensation, work rules and working conditions, and benefits during the period of this Agreement and is in settlement, in its entirety, of any Section 6 Notices or other proposals as may have been served by BMWED or NIRCRC.

(b) This Agreement shall remain in effect through December 31, 2025, and thereafter, until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

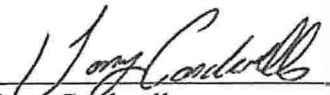
(c) The parties to this Agreement shall not serve or progress prior to April 1, 2025 (not to become effective until January 1, 2026) any notice or proposal to amend or change any provision or appendix of the April 16, 1984 General Agreement not amended or changed by this Agreement; this Agreement itself; or any other matters not covered thereby.

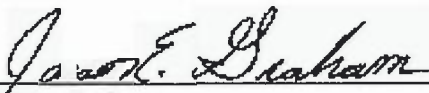
(d) This provision shall not preclude the parties from entering into agreements which are mutually accepted.


(e) This Agreement is subject to BMWED ratification and approval by NIRCRC's CEO/Executive Director.

Effective the first pay period after NIRCRC is notified of successful ratification and approval by NIRCRC's CEO/Executive Director.

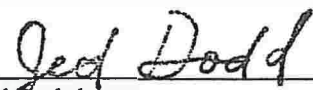
**FORBMWED:**

  
\_\_\_\_\_  
Tony Cardwell  
General Chairman, BMWED

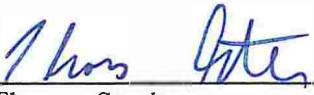
  
\_\_\_\_\_  
Jason Graham  
General Chairman, BMWED

  
\_\_\_\_\_  
Staci Moody-Gilbert  
General Chairwoman, BMWED

**APPROVED:**

  
\_\_\_\_\_  
Jed Dodd  
Vice President, BMWED

**FORNIRCRC:**

  
\_\_\_\_\_  
Thomas Stuebner  
Senior Director, Labor Relations

  
\_\_\_\_\_  
Sylwia Dutka  
Senior Labor Relations Specialist

  
\_\_\_\_\_  
Jim Derwinski  
CEO/Executive Director





Side Letter No. 1

January 7, 2022

Mr. Tony Cardwell  
General Chairman, BMWED  
333 East Broadway  
Mayfield, KY 42066

Ms. Staci Moody-Gilbert  
General Chairwoman, BMWED  
1113 E. South Street  
Hastings, NE 68901

Mr. Jason Graham  
General Chairman, BMWED  
9835 South Ave., Unit #2  
Poland, OH 44514

Mr. Jed Dodd  
Vice President, BMWED  
702 Annin Street  
Philadelphia, PA 19147

This is with reference to the Wage, Rule, and Benefit Agreement reached today between the parties concerning the locally negotiated monthly health and welfare cost share. During negotiations it was agreed the fixed monthly cost share is non referable except between the bargaining parties and is without prejudice to position of the National Carriers' Conference Committee (NCCC).

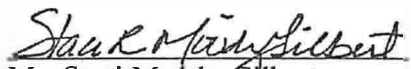
Please sign below for your concurrence.

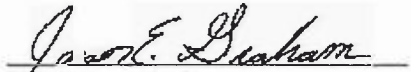
Sincerely,

Thomas Stuebner  
Senior Director, Labor Relations

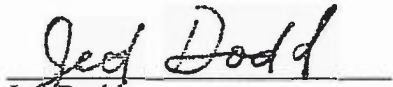
I CONCUR:

Mr. Tony Cardwell  
General Chairman

  
Ms. Staci Moody Gilbert  
General Chairwoman, BMWED

  
Mr. Jason Graham  
General Chairman, BMWED

APPROVED:

  
Jed Dodd  
Vice President, BMWED



Side Letter No. 2

January 7, 2022

Mr. Tony Cardwell  
General Chairman, BMWED  
333 East Broadway  
Mayfield, KY 42066

Mr. Jason Graham  
General Chairman, BMWED  
9835 South Ave., Unit #2  
Hastings, NE 68901

Ms. Staci Moody-Gilbert  
General Chairwoman, BMWED  
1113 E. South Street  
Hastings, NE 68901

Mr. Jed Dodd  
Vice President, BMEWD  
702 Annin Street  
Philadelphia, PA 19147

This is with reference to the Wage, Rule, and Benefit Agreement reached today between the parties concerning the payment of back wages and implementation of wage rates. It was agreed that every effort would be made to pay retro wages within 60 days of ratification, but in any event no later than 90 days. Similarly, rates of pay will be adjusted within the same time period.

Please sign below for your concurrence.

Sincerely,

Thomas Stuebner  
Senior Director, Labor Relations

I CONCUR:

Tony Cardwell  
General Chairman, BMWED

Jason E. Graham  
Jason Graham  
General Chairman, BMWED

Staci Moody-Gilbert  
Staci Moody-Gilbert  
General Chairwoman, BMWED

APPROVED:

Jed Dodd  
Jed Dodd  
Vice President, BMWED



November 30, 2021

Mr. Tony Cardwell  
General Chairman  
BMWED  
333 East Broadway  
Mayfield, KY 42066

Mr. Jason Graham  
General Chairman  
BMWED  
9835 South Ave., Unit #2  
Poland, OH 44514

Ms. Staci Moody-Gilbert  
General Chairwoman  
BMWED  
1113 E. South Street  
Hastings, NE 68901

Dear Messrs. Cardwell, Graham, and Ms. Moody-Gilbert:

In connection with the November 16, 2021 Wage, Rule and Benefit Tentative Agreement, retroactive wage adjustments that may result from the July 1, 2019, July 1, 2020, and July 1, 2021 general wage increases, as provided for in Section 1. General Wage Increases, will be payable to all individuals who were working under the NIRC/BMWED Agreement during these time periods. In the event a former employee is deceased, such retroactive money shall be paid to his or her estate. Retroactive wage adjustments are subject to all applicable payroll tax withholdings as well as any retroactive offsets.

Sincerely,

A handwritten signature in black ink, which appears to read "p.p. Thomas Stuebner". The signature is written in a cursive style and is positioned above the printed name.

Thomas Stuebner  
Senior Director, Labor Relations

cc: J. Dodd, Vice President - BMWED



## **PAID PARENTAL LEAVE AGREEMENT**

**AGREEMENT** between the Northeast Illinois Regional Commuter Railroad Corporation (NIRCRC) and the Brotherhood of Maintenance of Way Employees Division (BMWED).

### **IT IS AGREED:**

An eligible employee may be entitled to Paid Parental Leave for the purpose of caring for and bonding with newborns or adopted children, subject to the applicable qualifying requirements as set forth below.

### **Section 1–Eligibility**

- a) An employee shall be eligible for Paid Parental Leave if they have been in the service of the Carrier for at least one calendar year and have provided service for at least 1,250 hours during the calendar year immediately preceding the date on which the Paid Parental Leave is scheduled to begin.

### **Section 2 – Benefits**

- a) An eligible employee may be granted four weeks of Paid Parental Leave following a qualifying event. An employee requesting Paid Parental Leave will be required to provide any documentation requested by the Carrier to confirm eligibility and qualification.
- b) Qualifying events include:
  - i) The birth of a child for which the employee is a parent, or
  - ii) The adoption of a child for which the employee is the parent
- c) If a single qualifying event involves multiple children (e.g. the birth of twins, or the adoption of siblings), an employee will not receive any additional parental leave in excess of what is provided for in paragraph (a) above.
- d) For a regularly assigned employee, Paid Parental Leave shall be at the pro rata rate of the position to which assigned. For an employee who is other than regularly assigned, Paid Parental Leave shall be at the pro rata rate of the position to which they last provided service prior to the leave.

### **Section 3–Requirements**

- a) An employee must notify the Carrier of their intention to use Paid Parental Leave at least thirty (30) days in advance unless prevented by unavoidable circumstances, in which case the employee will notify the Carrier as soon as possible.
- b) Paid Parental Leave must be taken in one continuous block of four weeks or two continuous blocks of two weeks each. All Paid Parental Leave days must be taken within one calendar year of the qualifying event.

**Section 4 – Job Status**

- a) The Carrier shall have the option to fill, partially fill, or not fill the vacancy of an employee who is absent on account of Paid Parental Leave. The vacancy resulting from an employee taking Paid Parental Leave will not be bulletined.
- b) An employee returning from Paid Parental Leave will return to their former position if it still exists or has not been claimed by a senior employee exercising displacement rights, in which event the returning employee shall exercise their general displacement rights; or they may upon their return or within five (5) calendar days thereafter exercise seniority rights on any position bulletined during such absence. Employees displaced by the returning employee will exercise their general displacement rights.
- c) An employee who enters business or engages in other employment while on Paid Parental Leave will forfeit their seniority unless same is done pursuant to an agreement in writing between the Carrier and the General Chairman.

**Section 5 – Other Benefits while in Paid Parental Leave**

- a) Paid Parental Leave will be considered vacation time for the purpose of meeting qualification requirements for Health and Welfare benefits.

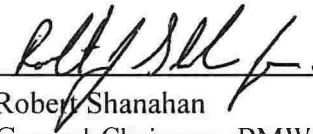
This Agreement becomes effective January 1, 2023. This Agreement may not be cancelled prior to December 31, 2023, after which this Agreement may be cancelled by either NIRCRC or the BMWED upon one year written notice.

For the Northeast Illinois Regional Commuter Railroad Corporation:

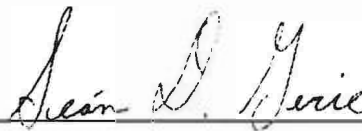
For the Brotherhood of Maintenance of Way Employees Division:



Anthony M. Siriano  
Director, Labor Relations



Robert Shanahan  
General Chairman, BMWED



Sean Gerie  
Vice President, BMWED



January 1, 2023

Robert Shanahan  
General Chairperson, BMWED-IBT  
P.O. Box 3907  
Joliet, IL 60434

**RE: PAID PARENTAL LEAVE AGREEMENT**

Dear Mr. Shanahan,

In connection with the Paid Parental Leave Agreement which comes into effect on January 1, 2023, it is understood that Paid Parental Leave benefits will be granted to eligible employees who experienced a qualifying event as defined in Section 2(b) retroactive to January 1, 2022. Employees who experienced a qualifying event between January 1, 2022, through December 31, 2022, will be eligible to use Paid Parental Leave between January 1, 2023, through December 31, 2023.

Please signify your concurrence by signing below.

Respectfully,

Anthony M. Siriano  
Director, Labor Relations

I CONCUR:

Robert Shanahan  
General Chairperson, BMWED-IBT

January 1, 2023  
DATE