

SOO LINE RAILROAD COMPANY

(A wholly owned subsidiary of Canadian Pacific Railway)

SCHEDULE OF RULES  
GOVERNING  
HOURS OF SERVICE, WORKING CONDITIONS AND  
RATES OF PAY OF EMPLOYEES

REPRESENTED BY THE  
TRANSPORTATION COMMUNICATIONS INTERNATIONAL UNION

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SCHEDULE OF JULY 1, 1985

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## **RULE 1**

### **Scope**

(a) These rules shall govern the hours of service and working conditions of employees engaged in the work of the craft or class of clerical, office, storehouse, station, tower, telegraph, and communication service employees as such craft or class is or may be defined by the National Mediation Board.

(b) For the purpose of this Agreement, the craft or class of clerical, office, storehouse, station, tower, telegraph, and communication service employees is:

Clerks, Telegraphers, Machine Operators, other Office, Station Warehouse and Storehouse Employees, and Supervisory Employees including but not limited to:

Traveling Auditors; Train Auditors; local, Traveling and Supply Storekeepers; Foremen and Assistant Foremen; Traveling Car Agents; Traveling Claim Agents; Tie and Timber Inspectors; Lumber Inspectors; Manager of Travel Bureau; Inspectors, Loss and Damage to Freight; Assistant Agents; Traveling Accountants; Traveling Car Record Clerks; Recheck Accountants; Car Distributors; Ticket Sellers; Bookkeepers; Receiving and Delivery Clerks; Freight Checkers; Secretaries; Stenographers; Typists; Perishable Inspectors; Material Inspectors, Stores Dept.; Operators of Comptometers, Adding, Bookkeeping, Key Punch, Electric and Electronic Accounting, Hollerith Tabulating, Addressograph and other similar machines and equipment; Telephone Switchboard Operators; Office and Chore Boys; Messengers; Crew Callers; Elevator Operators; Train Announcers; Gatemen; Baggage and Parcel Room Employees other than clerks; Mail Sorters and Distributors; Waybill Sorters and Filers; Operators of McBee Binders, Duplicating, Paper Cutting and other similar machines or equipment; Warehousemen; Station Helpers; Station Attendants; Caretakers; Custodians; Janitors; Watchmen (other than those in Dept. of Investigation and Protection); Truckers; Callers; Stowers or Stevedors; Coopers; Sealers; Stockmen; Gang Leaders; Power Truck Operators; Auto Truck Drivers (other than those of other crafts performing service incidental to their occupation); Tractor Operators; Stationers; Scrap Reclaimers; Scrap Sorters; Bolt Cutters; Crane Operators; Laborers; Operators of mechanical telegraph machines; Manager of telegraph office; Supervisory Agents; Agents; Agent - Operators; Traveling Agents; Towermen; Operator - Wire Chief; Operator - Towermen, Leverman and Block Operators; Operators of mechanical or electric interlocking devices.

(c) Employees who regularly devote not less than four hours per day to the compiling, writing, and/or calculating incident to keeping records and accounts, transcribing and writing letters, bills, reports, statements, and similar work, and to the operation of office mechanical equipment and devices in connection with



such duties and work, shall be designated as clerks. The above definition shall not be construed to apply to the following employees who are included in this Agreement:

1. Employees engaged in assorting tickets, waybills, etc., nor to employees operating office or station appliances or devices not requiring special skill or training, such as those for duplicating letters and statements, perforating papers, addressing envelopes, numbering claims, and other papers, adjusting dictaphone cylinders, and work of like nature, nor to employees gathering mail or other similar work not requiring clerical ability.
  2. Office and chore boys, messengers, and other employees doing similar work.
  3. Employees performing manual work not requiring clerical ability.
- (d) Positions or work coming within the scope of this Agreement belong to the employees covered thereby and nothing in this Agreement shall be construed to permit the removal of positions or work from the application of these rules, nor shall any officer or employee not covered by this Agreement be permitted to perform any work covered by this Agreement which is not incident to his regular duties except by agreement between the parties signatory hereto, nor shall the foregoing be construed to require the transfer of work now being performed by employees not covered by this Agreement to employees covered by this Agreement.

#### Exceptions

- (e)
1. These rules shall not apply to individuals where amounts of less than \$85.00 per month are paid for special services which take only a portion of their time from outside employment or business, nor employees in so-called outside agencies at cities not entered by this Company (except off-line agencies of the former Milwaukee Railroad), nor to laborers on coal docks; laborers on elevators, piers, wharves, or other waterfront facilities not part of regular freight station forces; and truckers at Superior Commercial Dock.
  2. Positions and/or incumbents thereof within the scope of this Agreement who are covered by this exception and designated "b" in the listing of such positions attached as Supplement T, are subject only to the application of the following rules:  
  
Rule 1 Scope  
Rule 3 Seniority Datum  
Rule 4 Retention of Seniority -- Promoted Employees  
Rule 5 Seniority Districts  
Rule 6 Seniority Rosters

Rule 29 Unjust Treatment Hearing  
Rule 36 Leave of Absence  
Rule 62 Duly Accredited Representative  
Rule 69 Free Transportation  
Rule 72 Validating Records  
Rule 78 Date Effective and Changes

NOTE: In filling positions covered by this exception, consideration will be given to employees in the seniority district in which the vacancy occurs. Vacancies in such positions will be bulletined as a matter of information only.

3. In filling positions currently or subsequently designated as "C" through bid or displacement, which are covered by this exception, the management is not required to apply the provisions of Rule 8 (Promotion, Assignments, and Displacements). In filling these positions, preference will be given to employees in the seniority district in which the vacancy occurs.

NOTE: The ratio of Class "C" positions in the Customer Service Operation (CSO) for supervisory purposes would remain at one (1) Class "C" for every nine (9) fully covered filled in the Center.

4. (i) In making appointments to Supervisory Agency positions designated "s" in Supplement T, seniority will prevail where merit, fitness, and ability are sufficient, and such positions and incumbents thereof shall come within the purview of all rules of this Schedule, except Rules 2, 15, 16, 22, 37, 39, 40, 41, 43, 46, and 55. Incumbents of Supervisory Agency positions will not perform work ordinarily done by employees fully covered by this Agreement, except in case of emergency. It is understood that this does not mean that these incumbents cannot use the wire or telephone when such use would not deprive employees fully covered by this Agreement of any employment or compensation that they would otherwise have.
- (ii) The Supervisory Agency positions shall be paid a monthly rate which comprehends 213 hours per month. Such employee shall be assigned one regular rest day per week, Sunday, if possible. Rules applicable to other employees of the same craft or class shall apply to service on such assigned rest day. Such employees may be used on the sixth day of the work week to the extent needed without additional compensation. If not worked on the sixth day or if worked less than a full day on such sixth day there shall be no reduction in compensation.
- (iii) For the purpose of computing overtime the factor of 213 will be used as a divisor of the monthly rates.

- (iv) Vacancies, except those expected to be of thirty (30) calendar days or less duration, in any of the Supervisory Agency positions will be bulletined when they occur to all employees on Roster 3.
  - (v) Transfer of any Supervisory Agency positions to or from the provisions of this Rule 1, paragraph (4), will be made only after conference and agreement between management and the General Chairman.
5. Incumbents of all positions designated "c" and "s" in Supplement T, and employees subsequently assigned to those positions designated "c" and "s," shall not be subject to the exception provided in Section 2 of the Agreement of January 28, 1953, commonly referred to as the Union Shop Agreement. (Supplement K)

## **RULE 2**

### **Handling Train Orders & Track Lineups**

- (a) No employee other than covered by this Schedule and train dispatchers will be permitted to handle train orders at telegraph or telephone offices where an employee covered by this Agreement is employed and is available or can be promptly located, except in an emergency, in which case the employee covered by this Agreement will be paid for the call.
- (b) When employees not covered by this Agreement are required to handle train orders at a location where employees covered by this Agreement are not on duty any portion of the day or night, the senior employee covered by this Agreement, assigned train order duties, working at the nearest location to the point on the seniority district where the train order is handled shall be notified and allowed a call at the minimum operators' rate applicable on the seniority district for each occurrence.
- (c) Except where other employees covered by this Agreement are employed, Traveling Agents shall be considered employed and available to perform service required at all stations within his assigned territory. In the event the Traveling Agent is on duty at the time the violation occurs, he shall be paid two (2) hours at the pro rata rate of his assignment.
- (d) At points where employees covered by this Agreement are employed, but not on duty, employees not covered by this Agreement may, without penalty to the Carrier, obtain Train Location Reports (track lineups) by telephone or radio from an on-duty employee at an adjacent station. If the Train Location Report is secured in this manner on what is an unassigned day of the employee at the point where the lineup is received, the employee assigned to that station will be paid a call.

- (e) See Supplement O for Joint Memorandum of Agreement dated November 28, 1945.

### **RULE 3**

#### **Seniority Datum**

- (a) Seniority of an employee shall commence from the date and time he begins compensated service in the district where employed.
- (b) When two or more employees enter upon their duties at the same hour and on the same date, their positions on the seniority roster will be determined by birth date; the oldest first, the next oldest second, etc.
- (c) Employees declining promotions or declining to bid for a bulletined position shall not lose their seniority.
- (d) Seniority rights of employees to vacancies, new positions, extra work or to perform any work covered by this Agreement shall be governed by these rules.
- (e) Employees voluntarily leaving the service will forfeit all seniority, and if they re-enter, be considered new employees.
- (f) The Carrier will provide the General Chairman with a list of employees who are hired or terminated, their home addresses, and the employees' identification numbers. This information will be limited to the employees covered by the collective bargaining agreement of the respective General Chairmen. The data will be supplied within 30 days after the month in which the employee is hired or terminated. Where railroads cannot meet the 30 day requirement, the matter will be worked out with the General Chairman.

### **RULE 4**

#### **Retention of Seniority - Promoted Employees**

- (a) Employees presently occupying or subsequently promoted to official positions or excepted positions identified as "b" in Supplement T shall retain and continue to accumulate seniority they have under this Agreement and their names shall be shown on the appropriate seniority rosters, providing such employees keep their applicable dues, uniformly required of all members, current and remain in good standing as defined in the Union Shop Agreement with the Organization.
- (b) In the event a promoted employee fails to maintain his membership in good standing by paying the applicable dues on a current basis, after June 1, 1985 (except as otherwise provided in Letter of Understanding governing the former Milwaukee Road Employees), the General Chairman shall so notify the

employee, in writing, and if within thirty (30) days thereafter (from the date of letter) the employee has not paid the dues owed, he will forfeit all BRAC seniority. Forfeiture of seniority for nonpayment of dues under this rule shall not preclude an employee from continuing employment on excepted positions under this Agreement. For the application of this rule employees moving from one official or excepted position to another will be considered as continuously occupying such positions.

- (c) Employees entitled to retain and accumulate seniority under this rule shall have the right to bid on bulletined positions in the seniority district from which promoted and, if the successful applicant, will be transferred to the position under Rule 14 and be relieved of his present position. If involuntarily released from such official or excepted positions, the employees may exercise seniority in accordance with the provisions of Rule 11. Employees voluntarily giving up their official or excepted position do not have displacement rights and must revert to the Extra List within fifteen (15) days thereafter or forfeit their seniority.

NOTE: Employees on official or excepted positions under the provisions of Rule 4, if involuntarily released from such official or excepted position, may exercise seniority in accordance with the provisions of Rule 11, provided they do so within thirty (30) days following the date of official release.

- (d) Employees retaining seniority rights under the provisions of this rule may not be removed from the service of the Carrier without following the procedures of Rule 26. Employees have the right to appeal under Rule 27.

## **RULE 5**

### **Seniority Districts**

The following seniority districts are hereby established:

1. General Office - Chicago

NOTE: This district is Milwaukee Road Seniority District #1.

2. General Office - Minneapolis

NOTE: This district incorporates and consolidates Districts #1, #2, #3, #14, #15, #23, #24, and #25 from the Soo Line.

3. Purchasing and Materials  
Operating Divisions (Field)  
On-Line Traffic Offices

NOTE: This district incorporates and consolidates Districts #3, #4, #5, #6, and #7 from the Milwaukee Road and Districts #4, #5, #6, #7, #8, #9, #10, #11, #12, #13, #16, #17, #18, #19, #20, #21 and #26 from the Soo Line.

4. Off-Line Sales Offices

NOTE: This district is Milwaukee Road Seniority District #8.

5. Southern

NOTE: This district is Milwaukee Road Seniority District #9.

6. Minneapolis, Minnesota  
Transportation Service Center  
Crew Management Center  
T&E Timekeeping Bureau

NOTE: This district is Seniority District #6.

The foregoing seniority districts will be established on the effective date of this Agreement and employees whose names appear on pre-existing seniority rosters will acquire seniority in the new districts specified herein.

- (a) Employees assigned positions within District 6 will, once assigned, have dovetailed into District 6 the earliest seniority date from Districts 1, 2 and 3. Employees transferring to District 6 will be allowed to retain their earliest seniority date only and retain seniority in two districts only.
- (b) Once placed upon a position in District 6, an employee will be governed by the provisions of Rule 23.
- (c) It is understood an employee assigned a position in District 6 who does not qualify for said position will have his/her seniority removed from the District 6 roster and reinstated on the roster(s) from which removed.

A separate seniority roster will be maintained for each seniority district.

The names of all employees who have seniority on any of the existing Soo Line and Milwaukee Road seniority rosters on the effective date of this Agreement shall be placed on such respective new seniority rosters, with their earliest seniority date, as follows:

- (a) The name of each employee shall be dovetailed in seniority order on the new roster which includes the employee's former seniority district(s).

- (b) In the process of dovetailing seniority, as provided in (a) above, should two (2) or more employees have the same seniority date, their names will rank on the new roster as follows:
  - (1) If such employees come from the same seniority roster, their relative standing as between each other shall remain the same.
  - (2) If such employees come from different rosters, their ranking shall be determined by their attained ages in descending order and, if this fails, alphabetical order.

## **RULE 6**

### **Seniority Rosters**

- (a) Seniority rosters of all employees in each seniority district will be revised and posted in agreed-upon places accessible to the employees affected during the month of January of each year. The employees will have sixty (60) calendar days to protest their seniority date appearing for the first time on a roster. Upon proof of error shown by such employee or his representative, such error will be corrected at once. If no protest is presented within sixty (60) calendar days, the seniority date as so first shown will thereafter be deemed to have been accepted, and no changes will thereafter be made in such seniority date on future rosters, except that any evident errors in revision or reissue of such roster will be corrected to the basis of the last correctly issued roster.
- (b) Seniority rosters for each seniority district will show:
  - 1. Roster name
  - 2. Seniority number
  - 3. Name of employee
  - 4. Title
  - 5. Rate of pay
  - 6. Location
  - 7. Seniority date
  - 8. Daily guarantee
- (c) The General Chairman and the Local Chairman of the district affected shall be furnished with a copy of the annual rosters. When a reduction in force is contemplated or when due to turnover in force the annual roster does not furnish information necessary to properly apply the seniority provisions of this Agreement, a revised roster will be furnished upon request of the General Chairman.
- (d) Seniority is established and its exercise allowed as provided by the terms of this Agreement. The two parties signatory hereto have full authority to jointly reach a

mutual, definite, and final conclusion on any question affecting seniority held or not held under the Agreement.

## **RULE 7**

### **Time in Which to Qualify and Training Therefor**

- (a) An employee bidding for or exercising rights to a permanent position or vacancy who is determined to have sufficient fitness, ability, and seniority under Rule 8 will be, if not immediately qualified, given training and instruction in the duties and responsibilities required, for a period of up to thirty (30) workdays. Such training and instruction will be without cost to the employee, and he shall be paid the pro rata rate of the position on which being trained, or his protected rate, if applicable, except as provided in paragraph (i) of this rule. Such training and instruction, as provided herein, shall be given during regular working hours and normal workdays of the position, if possible.

NOTE: Training in CSO and CMC is governed by Appendix II and III of the June 24, 1996 Implementing Agreement. (See Supplement S.)

- (b) If, by or before the end of the training period as provided in paragraph (a) above, it appears that the employee can qualify for the position desired without further training, he will be advised in writing and placed on the position and allowed up to thirty (30) workdays to qualify, unless it is apparent to the supervisor the employee lacks sufficient fitness and ability to be assigned to the position.
- (c) If during the training period, prior to physically assuming the position for which being trained, the employee shows a lack of aptitude he will be advised in writing, and will revert to his former status; and any employees who are displaced because of the disqualified trainee's return to his former status will similarly revert to their former status under this Agreement. (If the employee's former position is nonexistent, or has been awarded to a senior employee, the disqualified trainee will have rights under Rule 22.)
- (d) Employees physically assuming positions awarded by bulletin or secured through exercise of seniority will not be disqualified for lack of fitness and ability to do such work after a period of thirty (30) working days thereon. Employees will be given reasonable opportunity to qualify during such period which includes cooperation and assistance from department heads.
- (e) An employee failing to qualify for a position secured by bulletin or in exercise of seniority after physically assuming the duties and responsibilities of the position will thereupon revert to the extra list without loss of seniority rights, but may not displace any regularly assigned employee.
- (f) An employee disqualified from a position to which his seniority entitles him, including the training period, will be notified in writing as to the basis for such



disqualification, and if he considers himself unjustly treated, he may proceed under the provisions of Rule 29.

- (g) If an employee is disqualified from a position and such disqualification is found under Rule 29 to have been improper, he shall thereupon be restored to the training status or placed upon such position and reimbursed for any loss in compensation incurred during his disqualification.
- (h) This rule does not contemplate an obligation to train employees in basic office skills not unique to the railroad, such as typing, shorthand, and comptometer operation.
- (i) Employees assigned to train any person will receive \$4.00 extra pay per day and, in instances where such payment is being made, the trainee (if non protected under Supplement R) shall have his daily rate due under paragraph (a) of this rule reduced \$4.00 per day.

## **RULE 8**

### **Promotion, Assignments, and Displacements**

Except as provided in Rule 1, employees covered by these rules shall be in line for promotion. Promotion, assignments, and displacements shall be based on seniority, fitness, and ability; fitness and ability being sufficient, seniority shall prevail.

NOTE 1: The word "sufficient" is intended to more clearly establish the right of the senior employee to a new position or vacancy where two or more employees have adequate fitness and ability. An employee shall be considered as having adequate fitness and ability when he has reasonable fitness and ability to perform the duties of a position under proper supervision and direction, and need not have immediate fitness and ability resulting from actual past experience in performing the work incident to a particular position.

NOTE 2: The word "promotion" as used in this rule shall be construed as meaning assignment to a position with a higher, lesser, or the same rate of pay, or a position having more attractive hours of service or duties.

## **RULE 9**

### **Giving Up Regular Assignments**

- (a) When the duties of any position are so changed that the occupant cannot satisfactorily perform them, or when sickness or disability makes it physically impossible for him to satisfactorily perform the duties of their assigned positions,

he will be allowed to give up his regularly assigned position and revert to the Extra List, provided each such case is mutually agreed to in writing by the proper supervising officer and Local Chairman. In such event, the employee will lose all rights to the position given up, which will then be bulletined as a permanent vacancy under the provisions of Rule 14.

- (b) Unless so agreed to, employees cannot give up or disqualify themselves for assignments to which they hold bulletin rights on their seniority district and still retain their seniority date, other than as specifically provided in the various agreement rules covering promotion, displacement or abolishment of positions.

## **RULE 10**

### **Non-Discrimination**

- (a) The parties to this Agreement pledge that there will be no discrimination against any employee because of race, color, creed, national origin, sex or age. This obligation to not discriminate in employment includes, but is not limited to, placement, upgrading, transfer, demotion, rates of pay, or other forms of compensation, selection for training, including apprenticeship, lay-off or termination.
- (b) The use of such words as "he," "his," and "him," as they appear in such Agreements, are not intended to restrict the application of the Agreements or a particular rule to a particular sex, but are used solely for the purpose of grammatical convenience and clarity.

## **RULE 11**

### **Returning from Temporary Absence**

- (a) An employee returning from leave of absence, vacation, sick leave, suspension, or service on a temporary vacancy, or reinstated as per Rule 33, may exercise seniority rights to any position bulletined during such absence or return to the position to which he holds bulletin rights and have five (5) calendar days thereafter to exercise seniority rights to any position bulletined during such absence. (Employees awarded a temporary vacancy, for the purpose of this rule, shall have the right at the conclusion of the temporary vacancy to displace any junior employee awarded a position bulletined concurrently with the temporary vacancy, as such positions under the rule shall be considered as "positions bulletined during such absence.") If such employee, or any employee displaced, elects not to return to a position to which he has bulletin rights, such position shall then be bulletined as a permanent vacancy in accordance with Rule 14.

- (b) If such employee elects to return to his former position the employee who was relieving him may return to his former position, or may exercise seniority to any position which was bulletined during his absence there from.
- (c) If such employee elects to exercise seniority on a position bulletined during his absence, the employee thus displaced will exercise his seniority in accordance with Rule 22.
- (d) If an employee returning from leave of absence, vacation, sick leave, suspension or service on a short or temporary vacancy, has been displaced from his previous position by a senior employee or his position has been abolished during his absence, the date of his return shall be deemed to be the date of displacement, and he may then exercise seniority as per Rule 22.

## **RULE 12**

### **Accepting Employment in Other Crafts**

- (a) An employee accepting employment in another craft, except yardmasters, train dispatchers, technicians, and as provided in Article V, Section 2 of Supplement R, and as may be agreed by the General Chairman, will not retain their seniority.
- (b) Employees promoted to the position of yardmaster, train dispatcher or technician shall retain their rights and continue to accumulate seniority in the district from which promoted and will be governed as follows:
  - 1. Employees returning from temporary or permanent services in the yardmaster, train dispatcher or technician classification will be subject to the provisions of Rule 11, providing, however, such employees shall not be permitted to work under the Clerks' Agreement:
    - (a) on the same calendar day as he is scheduled to or has already performed work as a yardmaster, train dispatcher, or technician;
    - (b) on his rest days if scheduled to work as a yardmaster, train dispatcher, or technician immediately following such rest days;
    - (c) until he has observed two (2) rest days if he has completed five consecutive days' service in the other craft except in the event his position would otherwise be filled at overtime if he were not permitted to return.

Employees will not be allowed to bid directly to TCU positions and must revert to the extra list in their respective crafts. When they have done that, they may then follow Rule 11 of the Agreement by returning to the positions that they hold bulletin rights to. After working that position for

one day, they may exercise seniority to any position bulletined in their absence. If their bulletined position is no longer available to them, they may immediately exercise their seniority to a position bulletined in their absence. Returning employees will notify proper officers in advance so displaced employees can be notified while on duty.

2. Promoted yardmasters, train dispatchers or technicians will not be permitted to work under the Clerks' Agreement while they are in service under the yardmaster, train dispatcher or technician classification.
  3. In qualifying for holiday pay under the Clerks' Holiday Agreement, the temporary yardmaster, train dispatcher or technician may count service performed in the yardmaster, train dispatcher or technician classification.
  4. Temporary yardmasters, train dispatchers or technicians working under both agreements in any calendar year will be assigned vacation in accordance with the vacation agreement under which they meet the qualifications. If the employee meets the qualifications under both the Clerks' Vacation Agreement and Yardmasters', Train Dispatchers' or Technicians' Vacation Agreement, he may, by selection, take the vacation under the vacation agreement most beneficial to him. If he does not have a sufficient number of days to meet the qualifying requirement under either agreement, the service performed under both agreements will be combined and he will be assigned a vacation under the agreement in which he has performed a preponderance of service.
  5. Employees promoted to position of yardmasters, train dispatcher or technician who are subject to the terms of any Job Security Agreement will resume such protection when they return to positions subject to the scope of this Working Agreement.
- (c) By Agreement between the Management and General Chairman, an employee transferring to another craft not covered by this Agreement, except yardmasters, train dispatchers or technicians, or as provided in Article V, Section 2 of Supplement R, shall be considered on leave of absence for the time necessary to complete the probationary period or training program required to qualify for seniority in that craft, after which both the leave of absence and seniority under this Agreement shall automatically terminate.
- (d) Employees subject to this Agreement who are working as extra yardmasters, train dispatchers or technicians will be required to pay union dues to B.R.A.C. in any month in which they are not required to pay union dues to the craft to which promoted.
- (e) Vacancies in positions under this Agreement resulting from an employee performing as an extra yardmaster, train dispatcher or technician will be filled if the work of the positions is to be performed, in which event Rule 16 will be applied; however, where it is known that the vacancy will be more than thirty (30)

days the vacancy will be bulletined as a temporary position unless the employee is assigned to a permanent position as a yardmaster, train dispatcher or technician, in which event the vacancy will be bulletined as a permanent vacancy.

## **RULE 13**

### **Temporary or Permanent Vacancies**

- (a) Positions or vacancies known to continue in excess of thirty (30) calendar days will be bulletined and filled in accordance with Rule 14.
- (b) Temporary vacancies are those which will continue in excess of thirty (30) calendar days but which are known will not be permanent or are vacancies to which other employees on leave of absence hold continuing bulletin rights. Successful applicant for a temporary vacancy will not acquire bulletin rights to such position, but will continue to hold rights to the position from which transferred, and will return to such former position upon the completion of the temporary work or exercise seniority as provided in Rule 11.
- (c) A permanent position or vacancy is a new position authorized for continuing service or an existing position to which previous incumbent has surrendered his rights. Successful applicant for a permanent position or vacancy will acquire continuing rights to such position and surrender all previous rights to the position from which transferred.
- (d) If vacancy bulletined as temporary becomes permanent through death, resignation, dismissal or retirement of the previous incumbent, such vacancy will be rebulletined as permanent.
- (e) Vacancies occasioned by the absence of employees covered by the scope of the agreement for the purpose of promotion, or for the purpose of accepting employment with the Brotherhood of Railway and Airline Clerks, or who are receiving a disability annuity under provisions of the Railroad Retirement Act or Social Security Act, shall be considered permanent and be bulletined as provided in Rule 14.
- (f) When or if an employee granted leave of absence for any of the reasons in (e) above desires to return to a position covered by all of the provisions of the agreement, such return shall be accomplished as provided for in Rules 4 or 11, respectively.

**NOTE:** Employees accepting temporary official or excepted positions or those identified as "b" positions under the provisions of Rule 4, will have their regular clerical position bulletined as temporary pursuant to Rule 13 of the TCU Agreement.

When, or if it is known, the temporary official or excepted positions exist for six (6) months or longer, the employee's regular clerical position will be bulletined as a permanent position.

## **RULE 14**

### **Bulletining and Filling of Positions Added or Vacated**

- (a) Except as provided in (b) below, all new positions and vacancies (except those expected to be of thirty (30) days or less duration) will be bulletined for a period of twelve (12) calendar days in the seniority district where they occur. Bulletins in each seniority district will be numbered consecutively commencing on January 1 of each year. Bulletins will not be issued later than five (5) days after date service commences or vacancy occurs. A copy of each bulletin and each assignment notice shall be furnished to the General Chairman and to each Local Chairman.
- (b) General Offices – Minneapolis and CSO, CMC and TETB. Positions subject to bulletin will be bulletined for a period of seven (7) calendar days.

NOTE: Vacancies in District 6 will be advertised to all seniority districts pursuant to agreement rules for a period of at least seven (7) days. Assignment to the positions will be made within five (5) days thereafter, in the following order of preference:

1. District 6 in seniority order.
  2. District 2 and 3 employees in the Minneapolis/St. Paul home zone in seniority order.
  3. District 3 employees in seniority order.
  4. Employees from other districts in seniority order.
- (c) Employees who desire positions or vacancies on bulletin will file their applications (bids) in writing or by wire with the designated officer not later than 4:00 P.M. of the date of the expiration of such bulletin, furnishing copy of each application (bid) to his Local Chairman. Assignment of position or vacancy will be made within five (5) calendar days in the district where they occur. An employee will not be allowed to withdraw his bid after he has been named the successful applicant by posted notice. The assignment bulletin shall designate the successful applicant and list the names of all applicants. When an employee junior to other applicants is assigned to a bulletined position, the senior applicants will be advised in writing the reasons for their non assignment if written request is filed within fifteen (15) days after such assignment.

- (d) An employee awarded a bulletined position will be transferred to such assignment within five (5) calendar days after issuance of assignment bulletin or paid for all losses sustained, if Carrier's fault.
- (e) Such employee will not be eligible to bid upon the vacancy created by him until it has been filled by bulletin at least once, unless there are no bidders in the seniority district upon such vacancy or unless the employee awarded the new position is displaced during the period his former position is under bulletin.
- (f) Vacancies in regular positions not known to be permanent shall be rebulletined if they develop into permanent vacancies.

## **RULE 15**

### **Working Off Assignment**

- (a) A regularly assigned employee will not be removed from his regular assignment to fill a vacancy on another position in another terminal or city, except in cases of emergency for which other employees are unavailable under Rules 16, 17, or 18. When a regularly assigned employee is instructed under such emergency conditions to leave his assigned position in the city or terminal in which located to perform temporary service on another position covered by this Agreement he will work the hours of service of the position on which relieving with a guarantee of not less than he would have earned had such interruption not taken place. Payment for time worked on the relief position will be at time and one-half at the higher rate of the two positions involved including deadhead travel time as between the two points of service and time lost due to transferring from or returning to their regular assignments. Actual necessary expenses will be allowed employees for each calendar day held away from their regularly assigned positions. If, under this rule, an employee is taken off a seven-day assignment to work a five- or six-day assignment, payment will be made on the basis of seven days per week. If such employee is taken off a six-day assignment to work a five-day assignment, payment will be made on the basis of six days per week.
- (b) If, as a result of such assignment under paragraph (a) the employee receives more than two rest days within a period of seven days, he will receive one day's pay at the pro rata rate of his regular assignment for each such additional rest day.

## **RULE 16**

### **Filling Short Positions and Vacancies**

- (a) Positions or vacancies of thirty (30) calendar days or less duration, or vacancies pending bulletin, will be considered as short vacancies under this Working Agreement and, if filled, will be filled in accordance with the following provisions:
1. Except as provided in paragraph (a)(2) hereof, regular assigned employees in the immediate office or station where the vacancy occurs, who are qualified therefor, and who have made written application at least three (3) hours in advance of the starting time, will be assigned in seniority order. (It is understood that Guaranteed Rotating Extra Board (GREB) employees, Extra List employees, and employees in training per Rule 7 do not have mark-up rights under this Rule 16.)
    - a. At smaller line stations where facilities are combined and all employees are under the jurisdiction of a single supervisor or officer, each such point shall be considered a single immediate office or station. At all other points, the term "immediate office or station" shall be defined by agreement between Management and the duly accredited representative, subject to the approval of the Director of Labor Relations and the General Chairman.
    - b. An employee is not considered as being assigned in the "immediate office" for the purpose of this rule until he has been physically placed upon a position in the immediate office where the vacancy occurs and will be considered as being assigned until the conclusion of the last shift to be worked in that immediate office.
  2. For vacancies at on-line stations located where no GREB or Extra List is headquartered, and vacancies are filled from either of these sources, regular assigned employees at such stations who are qualified therefor and who have made written application at least twenty-four (24) hours in advance of the starting time will be assigned in seniority order.
  3. A one-day vacancy occurring on a holiday, or a short vacancy commencing on a holiday, will be filled on that holiday in accordance with Rule 43.
  4. If a vacancy cannot be filled in accordance with (a)(1) or (a)(2) of this rule, the vacancy will be filled in accordance with the following provisions:
    - a. The first out qualified GREB employee will be called to fill the position, if available, at the pro rata rate in accordance with the provisions of Rule 17.



- b. If there are no GREB employees available to protect the position at the pro rata rate, then the senior qualified and available Extra List employee will be called at the pro rata rate in accordance with the provisions of Rule 18.
- c. If the position cannot be filled in accordance with the above provisions, then the position may be filled by a regularly assigned qualified employee working that day in the same immediate office or station on the same shift in seniority order if practicable with the requirement to accept the vacancy in reverse order of seniority. The employee filling the vacancy will be compensated at the rate of the highest rated position involved for that portion of the relief assignment worked within the hours of his regular assignment and time and one-half at the higher rate for that portion of the relief assignment worked outside the hours of his regular assignment, plus an additional payment of one (1) hour at the pro rata rate.
- d. If the position or vacancy cannot be filled from the above sources then the position will be filled in accordance with the provisions of Rule 43.

NOTE: In the application of paragraph c hereof, employee must be in same general class of service and Supplement Q shall be applicable.

UNDERSTANDING: An employee will not be called to protect overtime on a position when it will result in his not being available to work his own position due to overlapping hours or the Hours of Service Law.

- (b) Once an employee who is not on expenses pursuant to Rule 55 has been assigned to a short vacancy, he may be displaced by a regular assigned senior qualified employee in the immediate office, providing:
  - 1. The regular assigned employee files written application with the proper supervisor so that the junior employee occupying the vacancy can be notified before going off shift and the employee physically places himself on the position within three (3) working days following the first day of the vacancy.

NOTE: Failing to place himself on the position within three (3) working days as outlined in (b)(1) above, the regular assigned employee in the immediate office shall forfeit any right over any employee who has been placed on the vacancy; however, such forfeiture shall not apply to employees permitted displacement rights under other rules of this agreement, or by a regularly assigned employee who is displaced from a short vacancy, or having returned from absence from work for five (5) working days or more, providing that the employee exercises such

option within three (3) working days of displacement or of return to service.

- (c) The employee placing himself on a short position or vacancy pursuant to this rule shall:
1. Have no less than eight (8) hours rest exclusive of lunch period.
  2. Not commence more than one (1) shift in any one (1) calendar day.
  3. Not be permitted to return to his regular position or assume another short vacancy under this Rule 16 on the day or days of rest of the assignment he has been filling.

NOTE: Eight (8) hours rest referred to in Rule 16(c)(1) and “not commence more than one (1) shift in any one (1) calendar day” referred to in Rule 16(c)(2) will be waived for an employee wishing to place himself on a short position or vacancy which is for five (5) workdays or more, providing that a move under this provision must be made on the first day of the vacancy. All other provisions of this rule will apply.

- (d) A regularly assigned employee may move from one short assignment to another in accordance with this Rule 16 but when the employee completes service on assignments he will return to his regular assigned position; provided that an employee voluntarily moving from one short vacancy to another, or an employee moving from a short vacancy to temporary service in another craft, may not return to the originally occupied short vacancy.
- (e) When it is found that new positions or vacancies filled without bulletining under this rule will continue in excess of thirty (30) calendar days, such positions or vacancies will at once be bulletined under the provisions of Rule 14. Vacation vacancies and those resulting there from, irrespective of the length, will be considered short vacancies under this Rule 16 and may be filled in accordance therewith.

## **RULE 17**

### **Guaranteed Rotating Extra Board (GREB)**

- (a) The Carrier will establish, for each operating division within Seniority District 3, Guaranteed Rotating Extra Boards to meet temporary service requirements on positions in that seniority district under the jurisdiction of Division and/or Terminal Superintendents.

- (b) There shall be three types of Guaranteed Rotating Extra Boards:
1. "On Line" Guaranteed Rotating Extra Boards which will not encompass more than 150 highway miles from the headquarters and will be utilized to cover temporary service requirements occurring within the assigned "On Line" territory. Should an "On Line" Board be needed in excess of 150 highway miles limitation, it will be established by agreement between the Carrier and the General Chairman, and such agreement will not be unreasonably withheld or delayed.
  2. "Terminal" Guaranteed Rotating Extra Boards will be utilized to cover temporary service requirements occurring within terminals.
  3. "Combination" Guaranteed Rotating Extra Boards will be utilized to cover temporary service requirements both within a terminal and on line to meet service requirements.
- (c) Guaranteed Rotating Extra Boards may be established in other departments, such as Purchasing and Materials Department, and, if so established, the provisions herein will be applied, including the requirements of this Rule for that department.
- (d) The Carrier will determine the number of Guaranteed Rotating Extra Boards, their headquarters points and geographic territories (subject to 150 miles limitation), as well as the number of positions assigned to each Guaranteed Rotating Extra Board; provided that the number of Guaranteed Rotating Extra Board positions shall consist of not less than eight percent (8%) of the number of regular positions, including permanent relief positions in Seniority District #3 under the jurisdiction of the Division and/or Terminal Superintendents. In the event more than 20% of the total compensation paid to all employees on such Boards for a 90 day period constitutes guarantee payments under this rule, such 8% shall be adjusted by mutual agreement between the parties.
- (e) Guaranteed Rotating Extra Board positions are considered as regular assigned positions subject to bulletin under Rule 14, except such bulletins will not designate hours, rest days and duties; the rate of pay for the day will be the rate of the position worked. (Incumbents of Guaranteed Rotating Extra Board positions are entitled to two (2) rest days, not necessarily consecutive, in their Monday through Sunday work week.)
- (f) Initial establishment - Employees assigned to a Guaranteed Rotating Extra Board at the time of its establishment shall be placed on the Board in seniority order. Employees assigned to the Board subsequent to its establishment will be placed at the bottom of the Board; provided, however, should more than one employee be assigned on the same date they will be placed on the bottom of the Board in accordance with their respective seniority.

An employee who in the exercise of seniority displaces to the Guaranteed Rotating Extra Board will displace the junior employee on the Board. If the junior employee is on duty, displacing employee will replace him, but only at the next starting time of the position being worked. If the junior employee is not on duty, displacing employee will take his place on the Board at the beginning of the first call period of the day displacement is effective.

- (g)
  - 1. Occupants of Guaranteed Rotating Extra Boards will be guaranteed a minimum of five days' pay for each work week of seven (7) consecutive days beginning with Monday except the guarantee may be reduced by a day's pay for each day the employee lays off for any reason or does not work or train due to the employee's failure to respond when work or training is offered. The guarantee will also be subject to reduction for any days lost because of working as extra dispatcher or extra yardmaster. If the employee performs service on less than five (5) days during the work week, he will be paid for the days on which no work is offered at the pro rata rate of \$91.00 per day including COLA and future wage adjustments with the understanding that a holiday falling on a day when the employee would otherwise have worked will be considered a day of service.
  - 2. Work in excess of eight (8) hours in a day or forty (40) hours in any Monday through Sunday work week will be paid at one and one-half (1 1/2) times the basic straight time rate of the position worked, unless an employee stands for and is called to work on a short vacancy at on-line station after having worked one or more days on another job. In this event, he will be required to take the rest days of that job before returning to Guaranteed Rotating Extra Board. Employees on Guaranteed Rotating Extra Boards shall have no claim to work more than 40 straight time hours in the work week.
- (h)
  - 1. The Carrier will designate, in writing, for each Guaranteed Rotating Extra Board, three (3) daily call periods which will not exceed two (2) hours each during which the GREB employee is expected to be available for call. Such periods will not be changed without fifteen (15) days' advance written notice to each employee on the Guaranteed Rotating Extra Board involved in the change. If a GREB employee fails to respond to a call placed during the call period immediately preceding the hour needed, he will be moved to the bottom of the Guaranteed Rotating Extra Board. Calls will be made sufficiently in advance so that the employee can get to the assigned location timely. Calls may be made during hours outside the call periods but the GREB employee will not be considered as missing a call under such circumstances.
  - 2. The standard method of calling GREB employees will be by telephone and if the employee does not have a telephone of his own he must furnish a telephone number where he can be contacted.

- (i) Except as otherwise provided in (g)(2), incumbents of Guaranteed Rotating Extra Board positions will have preferential rights over extra list employees to short vacancies, training or assisting other employees or any other extra work in the craft within their assigned territory, and will be notified or called to work on a rotating basis, first-in, first-out. The first-out GREB employee will be given preference to vacancies commencing within a spread of one (1) hour. GREB employees, after completing their assignment, will return to the Rotating Extra Board to which assigned.

NOTE: When a GREB employee is assigned to fill a vacancy of over two (2) days, which immediately precedes the rest days of that vacancy, he will be considered the incumbent and assume the rest days of the vacancy he is relieving and is entitled to time and one-half for work performed on the rest days of the position he is relieving.

When a GREB employee is assigned to fill a vacancy which precedes and follows the rest days of that vacancy, he will be considered the incumbent and assume the rest days of the vacancy he is relieving and is entitled to time and one-half for work performed on the rest day of the position he is relieving.

- (j) GREB forces may be augmented by the use of extra list employees but such augmentation will not be considered in computing the eight percent (8%) minimum established by this rule.
- (k) If the Terminal Guaranteed Rotating Extra Board becomes exhausted, employees from other Terminal Rotating Extra Boards at the same point may be utilized. If relief is not available from these forces, then employees from On Line or Combination Boards may be used. If On Line or Combination Board becomes exhausted, employees from other On Line Combination Boards may be utilized. When no qualified GREB employees having preference to the work are available, qualified Extra List employees may be utilized. GREB or Extra List employees used outside their assigned territory will be required to return to their assigned Guaranteed Rotating Extra Board or Extra List, as the case may be, upon completion of the assignment or when there are GREB or Extra List employees available within the borrowed territory, whichever occurs first.
- (l) GREB employees will not have the right to claim work on other than the Guaranteed Rotating Extra Board to which assigned. When an assigned GREB employee is required to travel from his headquarters, the provisions of Rule 55 will apply. Headquarters shall be established by the Carrier and shall not be changed more frequently than once each sixty (60) days and only after 15 days' advance written notice to the employees involved.
- (m) For the purpose of determining availability for service at the pro rata rate, a day for a GREB employee is twenty-two (22) hours from the starting time of his last assignment.

- (n) An assigned GREB employee will be afforded reasonable opportunity to lay off for personal reasons for a minimum period of twenty-two (22) hours when sufficient GREB employees are available on the Guaranteed Rotating Extra Board. When the GREB employee subsequently reports for duty, he will be placed at the bottom of the Guaranteed Rotating Extra Board.
- (o) When the number of positions on a Guaranteed Rotating Extra Board is reduced (subject to the limitations in (d) above), the reduction will be accomplished by abolishing positions of GREB incumbents in reverse order of their seniority.
- (p) The Carrier will furnish the General Chairman the total number of regular positions, permanent relief positions and Guaranteed Rotating Extra Board positions under the jurisdiction of Division and Terminal Superintendents in seniority district #3 within ten (10) days of the date of written request.

## **RULE 18**

### **Extra List Rule**

- (a) Separate Extra Lists may be established at points as needed in each seniority district. Employees reverting to the Extra List will designate, in writing, the Extra List of their choice. Employees hired for Extra List work will be assigned to a designated Extra List by management. Employees may transfer from one Extra List to another at their own expense within their seniority district after giving a written fifteen (15) day advance notice to the proper officer, subject to approval by management. Refusal shall be in writing, giving bona fide reasons therefor which if unacceptable may be handled as a grievance. Employees leaving an Extra List will have their names removed from that list and added to the list to which transferring in seniority order and will not be subject to call for assignments on their former territory thereafter except as provided in (b) below.
- (b) If and when a Guaranteed Rotating Extra Board in the same territory is exhausted or has no available qualified employees, available Extra List employees will be called for service for which qualified within their territory on a seniority basis. Known vacancies within a two (2) hour starting time period will be filled in seniority preference. If one Extra List becomes exhausted, or there is no Extra List at the point the vacancy exists, available employees on adjacent Extra Lists, in the same seniority district, may be called in order of seniority, with the understanding that qualified Extra List employees headquartered at the closest location where the vacancy exists will be called first. When such Extra List employees complete their specific assignments on another list or an Extra List employee in that district becomes available, the transferred extra employees will return to their assigned Extra Lists.

NOTE: Utility employees in District 2 who are qualified for positions in District 6 and are unable to hold a position subsequent to becoming qualified

may be used as extra employees in District 6 when District 6 employees are not available at the straight time rate. These employees will be called for this extra work in District 6 in accord with Rule 18 of the TCU/Soo contract.

- (c) The Carrier shall establish three (3) call periods of two (2) hours each for each Extra List during which time the employees assigned thereto will be subject to calls. Calls may be made during hours outside of the call periods but the Extra List employees will not be considered as missing a call under such circumstances. Call periods shall not be changed without a fifteen (15) day advance written notice to the Extra List employees involved. Employees who miss a call during any assigned call period or who lay off for any reason, will not be considered available for service for a minimum of twenty-two (22) hours from the starting time of the position for which called.
- (d) Extra List employees will return to their Extra List at the completion of their assignments except that those not having forty (40) hours in their work week, other than employees returning from temporary service in another craft, may displace junior Extra List employees within their assigned territory provided they file a written notice with the proper officer far enough in advance so that the employee to be displaced can be notified while on duty.
- (e) For the purpose of determining availability for service at the pro rata rate, a day for an Extra List employee is twenty-two (22) hours from the starting time of his last assignment. Extra List employees are subject to the provisions of Rule 37(h). Extra List employees will receive the rate of the position to which assigned consistent with entry rate provisions. To the extent an Extra List employee is required to travel from his headquarters point, the provisions of Rule 55 will apply.
- (f) When an extra employee is awarded a bulletined position he will no longer be subject to call under this rule and his name will be removed from the Extra List. Leave of absence provisions will apply to Extra List employees.
- (g) Extra List employees must keep on file with proper official and the General Chairman their current telephone number and address where they are expected to be reached, and failure to do so within five days of a change therein will forfeit all seniority rights.

UNDERSTANDING: In case failure is due to emergency, sickness or injury, individual cases will be handled on their merits.

## **RULE 19**

### **Change in Rate of Pay**

Except when changes in rates of pay result from general wage negotiations for adjustments, the changing of the rate of pay of a specified position shall be considered

as establishing a new position and it shall be bulletined as such. Such new position will be bulletined in accordance with Rule 14, and the previous incumbent, if not the successful bidder, may exercise seniority in accordance with Rule 22 with the understanding that such previous incumbent will continue to be assigned to the position pending assignment and transfer of successful applicant thereto.

## **RULE 20**

### **Former Position Vacant**

When an employee bids for and is awarded a bulletined permanent position, his former position will be considered vacant and will be bulletined in accordance with Rule 14.

## **RULE 21**

### **More Than One Vacancy**

When more than one vacancy or new position exists at the same time, employees shall have the right to bid on any or all, stating preference. Nothing in these rules shall be construed as preventing employees from bidding on all bulletined positions, irrespective of whether the position sought is of the same, greater, or lesser remuneration.

## **RULE 22**

### **Forces Reduced, Positions Abolished**

- (a) When forces are reduced or positions abolished, not less than five (5) working days advance notice, in writing, shall be given to the incumbent (when the incumbent is absent such notice mailed to the incumbent's last known address at least seven (7) working days in advance shall be deemed to comply with this requirement), except that:
1. No notice shall be required under emergency conditions such as flood, snowstorm, hurricane, tornado, earthquake, fire or labor dispute other than as covered by paragraph (2) below, provided that such conditions result in suspension of a Carrier's operations in whole or in part. It is understood and agreed that such force reductions will be confined solely to those work locations directly affected by any suspension of operations. It is further understood and agreed that such force reductions will be confined solely to those work locations directly affected by any suspension of operations. It is further understood and agreed that notwithstanding the foregoing, any employee who is affected by an emergency force reduction and reports for work for his position without having been previously notified not to report, shall receive four (4) hours' pay at the applicable rate for his position. If an



employee works any portion of the day he will be paid in accordance with existing rules.

2. No notice shall be required where a suspension of a Carrier's operations in whole or in part is due to a labor dispute between said Carrier and any of its employees.

NOTE: In connection with the application of subparagraphs 1 and 2 above, dealing with the abolishment of positions during emergency conditions, when forces have been so reduced and thereafter operations are restored following termination of the emergency condition, all employees affected thereby will be returned to the position occupied immediately prior to the emergency condition. This does not set aside an employee's right to exercise his seniority during the emergency period; however, when operations are restored following termination of the emergency condition, all employees will be returned to their regular positions.

An employee withholding services (strike), who is notified by the Carrier that the emergency condition has ceased and he is to return to his position after the assigned starting time of his position, will be paid on that day at the pro rata rate for time actually worked within the hours of his assignment and at the punitive rate thereafter.

This note is intended to apply only to emergency conditions and does not afford employees affected thereby an opportunity to make a permanent displacement which he otherwise would not have an opportunity to do.

It is understood that force reductions during emergency conditions are intended to only temporarily suspend the work of the positions and, therefore, when operations are restored following the termination of the emergency condition, the recalling of the employees will not require bulletining of the reinstated positions.

- (b) Incumbents of regular positions and employees displaced will, within fifteen (15) calendar days, designate in writing which junior employee they desire to displace or, at their option, file written request to be placed on the Extra List, or file written request to displace a junior employee on any temporary vacancy bulletined as such under Rule 14. A junior employee thus displaced will be considered as the incumbent of the position up to and including the last shift worked prior to actual physical displacement from such position. Notices of abolition of positions and disposition of incumbents thereon will be furnished to the Local Chairman. Employees failing to comply with this rule will automatically revert to the extra list at the immediate office, station or store from which displaced.
- (c) Employees exercising displacement rights will be allowed to do so without regard to the period of rest, provided they do not work more than one (1) shift in any

calendar day. If such seniority is exercised in less than sixteen (16) hours under this rule, hours of service in excess of eight (8) hours in twenty-four (24) hour period shall not be considered overtime under the provisions of Rule 43. Employees exercising displacement rights must notify proper officer so arrangements can be made to notify employees to be displaced before they go off duty.

## **RULE 23**

### **Transferring Between Seniority Districts**

- (a) Employees filing applications for positions bulletined on other districts or rosters shall, if they possess sufficient fitness and ability, be given preference on a seniority basis over non-employees not covered by this Agreement.
- (b) An employee who voluntarily transfers under paragraph (a) from one seniority district to another seniority district, shall continue to accumulate seniority in the district from which transferred, and shall accumulate seniority in the district to which transferred, subject to the provisions of Rule 3(a). In the event such employees are disturbed on account of force reductions or the exercise of seniority rights, they must exhaust their rights in the new seniority district on the roster employed before being permitted to displace junior employees in the other seniority districts that they hold seniority.

NOTE: When an employee voluntarily transfers under paragraph (a) of Rule 23 from one seniority district to another seniority district to fill a temporary vacancy, the employee acquires a seniority dating on the seniority district to which transferred. However, in making application for a position or in the exercise of displacement rights, the employee's seniority on the seniority district from which transferred governs.

- (c) Bidding rights will be confined to the roster on the district on which currently employed, except as provided in paragraphs (a) and (d) of this rule.
- (d) An employee transferred under Article V, Section 1(b) or (c) of the Employee Protective Agreement will establish a date in the seniority district to which transferred in accordance with Rule 3(a); except that if such employee had previously established a seniority date in the district to which transferred, he will use that date in exercising his seniority in that district. In displacing, such employee's displacement right is limited to the district in which displaced; however such employee may bid to bulletined positions in either district using his established seniority in the respective district.

## **RULE 24**

### **Consolidation or Rearrangement of Forces**

When two or more offices or departments in the same seniority district are consolidated or divided, the exercise of seniority will be arranged by mutual agreement between Management and the General Chairman.

## **RULE 25**

### **Transfer of Positions Between Seniority Districts**

Employees may follow their positions when same are transferred from one seniority district to another, unless the exercise of seniority is otherwise arranged by mutual agreement between Management and the General Chairman. Employees with a right to follow their positions and electing not to do so, may exercise their seniority rights as per Rule 22 and their positions will be bulletined; first, in the seniority district from which they are to be transferred, and if necessary, second, in the seniority district to which they are to be transferred. Seniority of employees transferred under such circumstances shall be transferred to the new seniority district.

## **RULE 26**

### **Investigations**

- (a) An employee who has been in the service more than sixty (60) days or whose application has been formally approved shall not be disciplined or dismissed without an investigation. He may, however, be held out of service pending such investigation. The investigation shall be held within ten (10) days of the date when charged with the offense or held out of service. A decision will be rendered within ten (10) days after completion of investigation. The time limits provided in this rule may be extended by mutual agreement.
- (b) An employee, charged with an offense, shall be furnished with a letter stating the precise charge at the time the charge is made, with a copy to the Local Chairman. The investigation will be held in a fair and impartial manner.
- (c) An employee and his duly authorized representative may request to waive a hearing in which such employee is under investigation. If the designated Carrier officer agrees to grant the request, the employee will be advised of the discipline to be assessed, if any, prior to being required to sign the request for waiver of formal investigation form. (Supplement N)

1. The investigation will not be waived unless the form is signed by the employee under investigation, his duly authorized representative, and the designated Carrier officer.
2. This procedure is entirely voluntary on the part of the employee under charge and his duly authorized representative.
3. If waiver is not granted, the request shall not be referred to nor cited by either party during subsequent handling.
4. If signed, a copy of the executed form will be furnished the employee under charge and his duly authorized representative.
5. The discipline agreed to and assessed in connection with this provision is not subject to appeal by the employee or his duly authorized representative.

## **RULE 27**

### **Right of Appeal**

The right of appeal by employees or their representatives is the regular order of succession up to and including the highest official designated by Management to whom appeals may be made in accordance with paragraphs (a), (b) and (c) of Rule 35.

## **RULE 28**

### **Representation**

At investigations an employee, if he desires to be represented, may be accompanied and represented only by one or more "duly accredited representatives" as that term is defined in this Agreement.

## **RULE 29**

### **Unjust Treatment Hearing**

An employee who considers himself unjustly treated shall have the right of investigation and appeal in accordance with Rules 26 and 27, provided written request which sets forth employee's complaint is made to his immediate superior within fifteen (15) days of the cause of the complaint.

## **RULE 30**

### **Investigations and Hearings -- When Held**

Investigations and hearings shall be held whenever possible at home terminal of the employee involved and at such time as not to cause the employees to lose rest or time. Employees shall have reasonable opportunity to secure the presence of representatives and or necessary witnesses.

## **RULE 31**

### **Records of Investigation**

A copy of all statements made a matter of record at an investigation or appeal will be furnished upon request of the employee or his representative.

## **RULE 32**

### **Date of Suspension**

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

## **RULE 33**

### **Exoneration**

It is recognized that where an employee is dismissed or suspended from service for cause and subsequently it is found that such discipline was unwarranted and the employee is restored to service with pay for time lost, it is proper that any earnings in other employment will be used to offset the loss of earnings.

## **RULE 34**

### **Reinstatement After Dismissal**

- (a) Except in instances where the Brotherhood is formally handling the case under the provisions of these rules or has referred it off the property as provided in the amended Railway Labor Act, an employee who has been dismissed may, at the discretion of Management, if returned to service within six months after dismissal, be reinstated with seniority rights unimpaired; if not returned to service within six months, seniority rights may be restored only by agreement between Management and the General Chairman.

- (b) When an employee is discharged and reinstated within six months pursuant to paragraph (a) of this rule, the employee shall be placed on the Extra List and the General Chairman notified in writing.

## **RULE 35**

### **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 the reasons for such disallowance. If not so notified, the claim or grievance shall be allowed as presented, but this shall not be considered as a precedent or waiver of the contentions of the Carrier as to other similar claims or grievances.
- (b) If a disallowed claim or grievance is to be appealed, such appeal must be in writing and must be taken within sixty (60) days from receipt of notice of disallowance, and the representative of the Carrier shall be notified in writing within that time of the rejection of his decision. Failing to comply with this provision, the matter shall be considered closed, but this shall not be considered as a precedent or waiver of the contentions of the employees as to other similar claims or grievances. It is understood, however, that the parties may, by agreement, at any stage of the handling of a claim or grievance on the property, extend the 60 day period for either a decision or appeal, up to and including the highest officer of the Carrier designated for that purpose.
- (c) The requirements outlined in paragraphs (a) and (b), pertaining to appeal by the employee and decision by the Carrier, shall govern in appeals taken to each succeeding officer, except in cases of appeal from the decision of the highest officer designated by the Carrier to handle such disputes. All claims or grievances involved in a decision by the highest designated officer shall be barred, unless within 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) month period herein referred to.
- (d) A claim may be filed at any time for an alleged continuing violation of any Agreement, and all rights of the Claimant or Claimants involved thereby shall, under this rule, be fully protected by the filing of one claim or grievance based thereon as long as such alleged violation, if found to be such, continues. However, no monetary claim shall be allowed retroactively for more than 60 days

prior to the filing thereof. With respect to claims and grievances involving an employee held out of service in discipline cases, the original notice of request for reinstatement with pay for time lost shall be sufficient.

- (e) This rule recognizes the right of representatives of the organization to file and prosecute claims and grievances for and on behalf of the employees.
- (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 office of the Carrier.
- (g) This rule shall not apply to requests for leniency.

## **RULE 36**

### **Leave of Absence**

- (a) Except in case of accident or illness, an employee who desires to remain away from service must secure permission from the proper officer.
- (b) When the requirements of the service will permit, employees, on request, will be granted leave of absence for definite periods. Leave of absence, including renewals, exceeding 90 days, except in cases of sickness or disability or as provided in this rule, paragraphs (g) and (h), will not be granted without concurrence of the General Chairman of the Brotherhood of Railway, Airline and Steamship Clerks. An employee retired under the disability provisions of the Railroad Retirement Act or the Social Security Act will retain seniority until such time as he receives a retirement annuity.
- (c) All requests for leave of absence in excess of six (6) working days must be made in writing. This also applies to extension of leave of absence. If granted, proper authority will be furnished in writing.
- (d) An employee on leave of absence who desires to return to service before expiration of leave will be permitted to do so providing written notice is filed with the proper officer not less than forty-eight (48) hours in advance of returning to work. (See last paragraph of Rule 12(b).)
- (e) An employee who fails to report for duty at the expiration of leave of absence will forfeit all seniority rights, except when failure to report on time is the result of unavoidable delay, in which case the leave will be extended to include such delay.
- (f) At the expiration of sixty (60) days absence account of sickness or disability, employees covered by this Schedule will be required to submit to his superior

under whom last employed, a report from a reputable doctor showing his physical condition. Supplemental reports showing physical condition may be required at subsequent intervals of six (6) calendar months until such time as such employee begins receiving a disability annuity under the provisions of the Railroad Retirement Act or Social Security Act. In the event of a dispute, copies of such reports will be furnished to the General Chairman upon request.

- (g) Duly accredited representatives of employees employed exclusively by the Organization shall be considered as in the service of the railroad on leave of absence and may return to former position or exercise their seniority rights within thirty (30) days after release from such employment. Other duly accredited representatives of the employees will be granted leave of absence to properly represent the interests of employees covered by this Agreement.
- (h) Employees temporarily assigned to Railroad Associations handling arbitrations, rate cases, and matters of similar scope will be considered as on leave of absence and shall retain seniority rights, if asserted within thirty (30) days after release from such employment.

## **RULE 37**

### **Workday and Workweek**

- (a) Except as otherwise provided in these rules, eight (8) consecutive hours shall constitute a day's work.

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

Subject to the exceptions contained in this Agreement, the workweek will be forty (40) hours, consisting of five days of eight hours each, with two consecutive days off in each seven; the workweeks may be staggered in accordance with the Carrier's operational requirements; so far as practicable the days off shall be Saturday and Sunday. This rule is subject to the following provisions:

- (b) Five-Day Positions. On positions the duties of which can reasonably be met in five days, the days off will be Saturday and Sunday.
- (c) Six-Day Positions. Where the nature of the work is such that employees will be needed six days each week, the rest days will be either Saturday and Sunday or Sunday and Monday.
- (d) Seven-Day Positions. On positions which have been filled seven days per week, any two consecutive days may be the rest days with the presumption in favor of Saturday and Sunday.



- (e) Regular Relief Assignments. All possible regular relief assignments with five days of work and two consecutive rest days will be established to do the work necessary on rest days of assignments in six- or seven-day service or combinations thereof, or to perform relief work on certain days and such types of other work on other days as may be assigned under this Agreement.

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

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

- (g) Nonconsecutive Rest Days. The typical workweek is to be one with two consecutive days off, and it is the Carrier's obligation to grant this. Therefore, when an operating problem is met which may affect the consecutiveness of the rest days of positions or assignment covered by paragraphs (c), (d), and (e), the following procedure shall be used:

1. All possible regular relief positions shall be established pursuant to paragraph (e) of this rule.
2. Possible use of the rest days other than Saturday and Sunday, by agreement or in accordance with other provisions of this Agreement.
3. Efforts will be made by the parties to agree on the accumulation of rest time and the granting of longer consecutive rest periods. In operations where there is accumulated rest day agreement, if an employee has accumulated rest days and is not relieved or transfers to another position, he must be given number of rest days due him, and if paid pro rata for his rest days, an added one-half rate will be due him. Employees who otherwise leave the service with accumulated rest days due will, if paid pro rata for their rest days, be paid an added one-half rate due them.
4. Other suitable or practicable plans which may be suggested by either of the parties shall be considered and efforts made to come to an agreement thereon.
5. If the foregoing does not solve the problem, then some of the relief or extra men may be given nonconsecutive rest days.

6. If after all the foregoing has been done there still remains service which can only be performed by requiring employees to work in excess of five days per week, the number of regular assignments necessary to avoid this may be made with two nonconsecutive days off.
  7. The least desirable solution of the problem would be to work some regular employee on the sixth or seventh days at overtime rates and thus withhold work from additional relief men.
  8. If the parties signatory to this Agreement are in disagreement over the necessity of splitting the rest days on any such assignments, the Carrier may nevertheless put the assignments into effect subject to the right of employees to process the dispute as a grievance or claim under this Agreement, and in such proceedings the burden will be on the Carrier to prove that its operational requirements would be impaired if it did not split the rest days in question and that this could be avoided only by working certain employees in excess of five days per week.
- (h) Rest Days of Extra Employees. To the extent extra employees may be utilized under this Agreement, their days off need not be consecutive; however, if an extra employee takes the assignment of a regular employee, he will have as his days off the regular days of that assignment.
- (i) 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.

## **RULE 38**

### **Reporting and Not Used**

- (a) Employees required to report for work at regular starting time and place for a day's work, and when conditions beyond the control of the Carrier prevent work from being performed, will be compensated under Rule 22(a)(1).
- (b) If worked any portion of the day under such conditions up to a total of four hours, a minimum of four hours will be allowed. If worked in excess of four hours, a minimum of eight hours shall apply.

## **RULE 39**

### **Meal Periods**

- (a) For regular operations requiring twenty-four (24) continuous hours or for offices not included in paragraph (b), eight (8) consecutive hours without meal periods

will be assigned as constituting a day's work, in which case not less than twenty (20) minutes shall be allowed in which to eat, without deduction in pay. Employees will not be required to work more than six (6) hours without being allowed time off to eat.

- (b) The meal period in offices where one employee is employed or in the General Office (except for regular operations requiring continuous hours) shall not be less than thirty (30) minutes, nor more than one hour, and will be allowed between the ending of the fourth and beginning of the seventh hour after starting work.
- (c) Employees required to work any part of the meal period will be allowed time therefor, on the minute basis at the rate of time and one-half, and in the event there is not twenty minutes time within the assigned period in which to procure lunch, twenty (20) minutes in which to eat will be allowed at the first opportunity without deduction in pay therefor.
- (d) Employees shall not be required to work overtime continuous with the regular assignment in excess of two (2) hours without allowance of twenty (20) minutes in which to eat without deduction in pay.
- (e) Employees whose duties are directly connected with movement of trains, delay in movement of which causes interference with employees' meal periods as assigned by bulletin, may, upon that particular day when such interference occurs, take their meal period at such time between the ending of the fourth and beginning of the seventh hour of duty as will avoid such interference, without incurrance of penalty overtime. If such interference is sufficient to prevent the granting of the full meal period between the ending of the fourth and beginning of the seventh hour of duty, paragraph (c) will govern.

## **RULE 40**

### **Starting Time of Assignments**

- (a) Where three consecutive shifts are worked consecutive shifts are worked covering the twenty-four (24) hour period, the starting time of each shift shall be between the hours of 6:00 AM and 8:00 AM, 2:00 PM and 4:00 PM, and 10:00 PM and 12:00 midnight. Where other than three (3) consecutive shifts are worked, no shift shall have a starting time between 12:00 midnight and 6:00 AM, unless mutually agreed between Management and the General Chairman.

NOTE: The last sentence in Rule 40(a) refers to locations where one (1) or two (2) shifts but not three (3) consecutive shifts are worked.

- (b) Additional regular positions, other than three (3) consecutive shifts, may have a starting time other than those specified in paragraph (a), except that no such position shall have a starting time or ending time between 12:00 midnight and 6:00 AM.

NOTE: Rule 40(b) refers to locations where three (3) consecutive shifts are already being worked and additional positions are required at that location.

- (c) Consecutive shifts mean where employees doing the same class of work relieve each other with no intervening time.
- (d) Exceptions may be made to the starting or ending time herein established where the work regularly requires that different hours be assigned, in which event the starting time will be by agreement between Management and the General Chairman.

## **RULE 41**

### **Changing Assigned Starting Time or Assigned Rest Days**

- (a) Regular assignments shall have a fixed starting time and the regular starting time shall not be changed without at least thirty-six (36) hours advance notice to the employees affected. When the established starting time of a regular position is changed one hour or more for more than five (5) consecutive days, or is changed in the aggregate in excess of two (2) hours during a period of a year, or either or both assigned rest days are changed, the employees affected may within ten (10) days thereafter, upon twenty-four (24) hours advance notice, exercise their seniority rights to any position held by a junior employee. Other employees affected may exercise their seniority rights in the same manner.
- (b) When the established starting time of any shift of a regularly established relief position is changed more than two hours, or if the starting time is changed one or more hours on three (3) or more of the shifts in his assignment, or either or both assigned rest days are changed, employees affected may exercise seniority rights as outlined in paragraph (a).

## **RULE 42**

### **Hours and Days of Service**

- (a) Nothing in these rules shall be construed as permitting the reduction of the hours of service of any employee below eight (8) hours per day, except as provided in Rules 22(a)(1), 43 and 46.
- (b) Nothing in these rules shall be construed as permitting the reduction of days for regularly assigned employees below five (5) per week, except that this number may be reduced in a week in which one of the holidays specified in Rule 53 occurs within the five (5) days constituting the workweek by the number of such holidays, or when reducing force as provided in Rule 22.

## **RULE 43**

### **Overtime**

- (a) Except as otherwise provided in Rules 17, 18, 22, 46, and 55, time in excess of eight (8) hours, exclusive of the meal period, on any day (24-hour period) will be considered overtime and paid for on the actual minute basis at the rate of time and one-half.
- (b) Work in excess of forty (40) straight time hours in any workweek shall be paid for at one and one-half times the basic straight time rate, except where such work is performed by an employee due to moving from one assignment to another or to or from an extra list, or where days off are being accumulated under paragraph (g) of Rule 37, or as otherwise provided in Rule 17.
- (c) Employees worked on more than five (5) days in a workweek shall be paid for at one and one-half times the basic straight time rate for work on the sixth and seventh days of their workweeks, except where such work is performed by an employee due to moving from one assignment to another or to or from an extra list, or where days off are being accumulated under paragraph (g) of Rule 37, or as otherwise provided in Rule 17.
- (d) 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 40 hours per week, nor shall time paid for in the nature of arbitraries or special allowances, such as attending court, deadheading, travel time, etc., be utilized for this purpose, except when such payments apply during assigned working hours in lieu of pay for such hours, or where such time is now included under these rules in computations leading to overtime.
- (e) 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 GREB or Extra List employee who will otherwise not have forty (40) hours of work that week; in all other cases by the regular employee. (See Note under Rule 17 (i).)

(For purposes of this rule, it is understood that vacation relief employees will be considered "the regular employee" during the vacationing employee's absence and entitled to overtime in connection with the assignment occurring on the rest days immediately preceding the return of the regular employee. However, the regularly assigned employee is entitled to overtime in connection with his assignment occurring on the rest days immediately preceding his vacation.)

- (f) Except as provided by paragraph (e) above and when it is practicable and will not interfere with the operation, the employee whose regular duties are to be performed on call or overtime shall have preference to such work.

- (g) When an employee is directed for any reason to work on a shift in addition to his own in any twenty-four (24) hour period, such work will be considered overtime and paid at the overtime rate; if the rates of pay on the involved positions are not the same, overtime will be computed on the basis of the higher rate.
- (h) Except as provided in Rule 16, Short Vacancies, service rendered by an employee on his assigned rest day or days filling an assignment which is required to be worked or paid eight (8) hours on such day will be paid for at the overtime rate with a minimum of eight (8) hours at time and one-half at the rate of the position occupied or his regular rate, whichever is higher.

NOTE 1 (a): In the application of Rules 43 and 46 an employee laying off will not be considered available for call for overtime service until he again returns to, and performs service on, his next assigned shift following such layoffs.

(b) In the application of Rule 43 an employee who has worked through two (2) consecutive shifts will not be considered available for further overtime service during the twenty-four (24) hour period commencing with the starting time of the first such two (2) consecutive shifts.

(c) It is understood "consecutive shifts" as used in item (b) above means one shift following another within two (2) hours.

NOTE 2: (a) In reverting to Standard time in the fall of the year, any employee required to work nine (9) hours as the result thereof will be compensated for the ninth (9th) hour at the overtime rate, unless such employee worked seven (7) hours when going from Standard to Daylight time in the spring of the year.

## **RULE 44**

### **Authorizing Overtime**

No overtime will be worked, except by direction of proper authority, except in cases of emergency where advance authority is not obtainable.

## **RULE 45**

### **Absorbing Overtime**

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

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

## **RULE 46**

### **Notified or Called**

- (a) Employees notified or called to perform work, either before or after, but not continuous with their regular work period, or on assigned rest days other than Sundays or holidays, shall be allowed a minimum of three hours at pro rata rate for two hours' work or less and, if held on duty in excess of two hours, time and one-half shall be allowed on the minute basis.
- (b) Employees notified or called to perform work on Sundays or holidays mentioned in Rule 53 will be paid under this rule, except that in no case will an employee be paid less than eight (8) hours at pro rata rate for any service performed.
- (c) An employee notified or called to perform work in advance of and continuous with the regular work period shall be paid three (3) hours at the straight time rate for two hours' work or less, and at the overtime rate thereafter on the minute basis, for the time required to work in advance of the regular starting time.

## **RULE 47**

### **Basis of Pay**

Employees heretofore paid on an hourly, daily, or monthly basis shall continue to be paid on the same basis, unless agreed otherwise by Management and the General Chairman.

## **RULE 48**

### **Preservation of Rates**

- (a) Employees temporarily assigned or permanently assigned to higher rated positions shall receive the higher rates while occupying the said position; employees temporarily assigned to lower rated positions shall not have their rates reduced.
- (b) A temporary assignment contemplates the fulfillment of the duties and responsibilities of the position during the time occupied, whether the regular occupant of the position is absent or whether the temporary assignee does the work, irrespective of the presence of the regular employee. Assisting a higher rated employee due to a temporary increase in the volume of work does not constitute a temporary assignment.

## **RULE 49**

### **Rating Positions**

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

## **RULE 50**

### **Wages of New Positions**

The rates of pay for new positions shall be in conformity with the rates of pay of analogous positions (of similar kind and class) in comparable localities.



## **RULE 51**

### **Adjustment of Rates**

When there is a sufficient increase or decrease in the duties and responsibilities of a position or change in the character of the service required, the compensation for such position will be subject to adjustment by mutual agreement with the duly accredited representative, but established positions will not be discontinued and new ones created under the same or different titles covering relatively the same class or grade of work, which will have the effect of reducing the rate of pay or evading the application of these rules.

## **RULE 52**

### **Basic Rates of Pay**

- (a) Basic rates of pay now in effect shall become a part of this Agreement and shall remain in effect until changed by mutual agreement or as provided herein.
- (b) Once a year the General Chairman, on request, will be furnished a list of all positions covered by this Agreement showing job title, department, location, and rate of pay.

## **RULE 53**

### **Holiday Work**

Work performed on holidays as set forth in the National Holiday Agreement (provided when any such holidays fall on Sunday, the day observed by the State, Nation, or by proclamation, shall be considered the holiday), shall be paid at the rate of time and one-half (1-1/2).

NOTE: Synthesis of National Holiday provisions is attached as Supplement A, and by reference hereto is made a part hereof.

## **RULE 54**

### **Assignment of Relief Days**

As nearly as possible employees regularly assigned to six (6) and seven (7) day positions will be assigned days of rest on a seniority basis, at the time the position is originally established, according to the choice of the senior employees.

## RULE 55

### Rest Day Relief and Extra or Temporary Service Travel Time and Expense

Employees who are required in the course of their employment to be away from their headquarters point as designated by the Carrier, including employees filling relief assignments or performing extra or temporary service, shall be compensated as follows:

1. The Carrier shall designate a headquarters point for each regular position and each regularly assigned relief position. For employees, other than those serving in regular positions or in regularly assigned relief positions, the Carrier shall designate a headquarters point for each employee, which shall not be changed, except by agreement between Management and the duly accredited representative of the employees.

NOTE 1: Extra employees performing relief work at a point where they maintain their residence, but which point is not their designated headquarters, will during such relief service be granted an arbitrary allowance of \$4.00 per day, including rest days falling within such relief assignment, in lieu of any other expenses.

NOTE 2: An employee who is able to return to his headquarters point following completion of a relief or temporary assignment which has required him to be away from his headquarters point shall be entitled to an allowance of \$5.00 for meals in addition to any other benefits to which entitled under this rule provided the travel involved is sixty (60) or more normal route miles.

2. When employees are unable to return to their headquarters point on any day, they shall be reimbursed for lodging, plus meal allowance not in excess of \$12.00 per day. Carrier may designate lodging to be used. If such employee is instructed to return to his headquarters point on each day, he will be subject to the provisions of paragraphs (3) and (4) of this rule.

NOTE: An employee, in lieu of reimbursement for lodging and the meal allowance provided above, may elect a flat rate of \$20.00 for each day he is unable to return to his headquarters. Lodging receipts will not be required.

3. An employee in such service shall be furnished with free transportation by the Carrier in traveling from his headquarters point to another point, and return, or from one point to another. If such transportation is not furnished, he will be reimbursed for the cost of rail fare if he travels on other rail lines, or the cost of public transportation used in making the trip; or if he has an automobile which he is willing to use and the Carrier

authorized him to use said automobile, he will be paid an allowance of 20.5 cents per mile or the policy established by the Carrier, whichever is greater, for each mile in traveling from his headquarters point to the work point, and return, or from one work point to another.

4. If the time consumed in actual travel, including waiting time en route, from the headquarters point to the work location, together with necessary time spent waiting for the employee's shift to start, exceeds one hour, or if on completion of his shift necessary time spent waiting for transportation, plus the time of travel, including waiting time en route, necessary to return to headquarters point or to the next work location exceeds one hour, then the excess over one hour in each case shall be paid for as working time at the straight time rate of the job to which traveled. When employees are traveling by private automobile, time shall be computed at the rate of two (2) minutes per mile. Employees required to deadhead on their rest day or holiday will be paid a minimum of a call of two (2) hours at time and one-half at the highest hourly rate contained in their relief assignment.
5. The Carrier will make such relief assignments so as to have, consistent with the requirements of the service and other provisions of this Agreement, a minimum amount of travel; and time away from home for the employees involved, and at the request of the General Chairman, the Carrier's representatives will meet to discuss questions that may be raised as to such assignments.

## **RULE 56**

### **Attending Court - Witnesses**

- (a) Employees taken away from their regularly assigned duties at the request of Management to attend court, to attend investigations, or to appear as witnesses for the Carrier will be furnished transportation and will be allowed compensation equal to what would have been earned had such interruption not taken place and, in addition, necessary actual expenses while away from headquarters.
- (b) Employees attending court or acting as witnesses at Carrier's request at home point or headquarters outside of their assigned hours will be compensated under Rule 46(a).
- (c) Extra List employees will be allowed a day's pay for each day used as witnesses at Carrier's request with a minimum of one day, based on the rate of the last position worked, and in addition necessary actual expense while away from headquarters.

- (d) In the event an employee is held away from home station on rest days or holidays, he will be allowed a minimum of one day's pay at pro rata rate for each day so held in addition to any holiday pay due him for such days.
- (e) Any fee or mileage accruing will be assigned to the Carrier.

## **RULE 57**

### **Vacations, Health and Welfare**

- (a) Paid Vacations - see Supplement B.
- (b) Payments to employees sustaining personal injuries or death under certain circumstances - see Supplement C.
- (c) For information in connection with Railway Laborers' National Group Policy GA-23000 administered by Travelers Insurance Company; and the Railroad Employees' National Dental Plan administered by Aetna Insurance Company; and the Early Retirement Major Medical Expense Benefits Group Policy GA-46000; see booklets covering such benefits which may be obtained from the Insurer.

NOTE: When an employee's position is worked overtime on more than one-half of the vacation period, such overtime will not be considered as casual or unassigned and the employee will be paid for all overtime worked on such assignment in addition to his regular daily compensation during the period off on vacation.

## **RULE 58**

### **Sick Leave**

- (a) There is hereby established a nongovernmental plan for sickness allowances supplemental to the sick benefit provisions of the Railroad Unemployment Insurance Act as now in effect or hereafter amended. It is the purpose of this plan to supplement benefits payable under the sickness benefit provisions of the Railroad Unemployment Insurance Act to the extent provided in this rule and not to replace or duplicate them.
- (b) To the extent permissible under applicable laws, where employees qualify for supplemental sickness allowances in accordance with this rule, such supplemental allowances will not be reported to the Railroad Retirement Board as compensation.
- (c) Subject to the conditions hereinafter set forth, supplemental sickness benefits will be calculated on a daily basis to an eligible employee who is absent from work

due to a bona fide case of personal sickness. The daily benefit amount of the supplemental sickness benefit will be paid on the basis of one day's benefit for each day of sickness (but only for days on which the employee has a right to work) with a maximum of five days' benefit payable in any calendar week during a period beginning on the first date an employee is absent from work due to illness and extending in each instance for the length of time determined and limited by the following schedule, except as otherwise provided in paragraph (e) below:

<u>Length of Service</u>	<u>Period of Payment per Calendar Year</u>	<u>Percent of Daily Rate</u>
Less than 1 calendar year	0 Benefit Days	0
1 but less than 2 calendar years	2 Benefit Days	100%
	3 Benefit Days	80%
2 but less than 15 calendar years	2 Benefit Days	100%
	8 Benefit Days	80%
15 calendar years and over	2 Benefit Days	100%
	10 Benefit Days	80%

NOTE 1: After the fourth consecutive day of a sickness, the daily benefit rate noted above will be increased to 100% of the employee's daily rate commencing with the first day of the sickness.

NOTE 2: Employees promoted to official or excepted positions and retain and accumulate seniority in accordance with Rule 4 of the July 1, 1985 Schedule Agreement who return to TCU positions covered by the July 1, 1985 Schedule Agreement, will be allowed sick leave in the year of their return in accordance with Rule 58. The number of benefit days will be reduced by the number of sick days taken during said year while promoted.

NOTE 3: Section (i) is interpreted to mean "previous years" refers to the years before the "prior year". An example of this would be the days accumulated in 1985 and 1986 (previous years) adding up to fifteen (15) or more days of unused sick leave would entitle a person to chose in February of 1988 one of the options provided in Section (i) for any unused sick leave from 1987 (prior year).

(d) For any day for which an employee is entitled to supplemental sickness benefits under the foregoing paragraph of this rule and such days of sickness are not days for which benefits are payable under the Railroad Unemployment Insurance Act, supplemental sickness benefits will be payable to such employee in such amounts equal to the daily benefit amount established in paragraph (c).

- (e) For any day for which an employee is entitled to supplemental sickness benefits under the foregoing paragraphs of this rule and such days are also days for which sickness benefits are payable under the Railroad Unemployment Insurance Act, supplemental sickness benefits will be payable to such employee in such amounts so that such supplemental benefits in connection with the benefits from the Unemployment Insurance Act shall total 100% of employee's daily rate.
- (f) Any sick leave allowance to be paid by the Carrier under this rule shall be reduced in amount by the maximum daily allowance which the employee will be paid or could be paid if proper claim were made, under the Railroad Unemployment Insurance Act. RUIA sickness benefits payable during any 14 day registration period will be allocated to the employee's regularly assigned workdays during the registration period. Except that when a holiday falls on a workday during the registration period and no sick leave benefits are paid on the holiday, no RUIA payments will be deducted for that holiday.
- (g) 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 only straight-time rate for the time lost on such days.
- (h) Sick leave benefit days which are unused in a year shall be carried over for use in subsequent years up to a maximum accumulation of seventy-five (75) days.
- (i) In any year when an employee has accumulated fifteen (15) days of unused sick leave from previous years under this rule, or fifteen (15) days or more of unused sick leave under any pre-existing rule, he shall have the following options, which must be exercised prior to February 22, for any unused sick leave accrued during the prior calendar year provided the employee has performed work under the scope of this Agreement for at least 100 days in the prior year. Off premise work under the Employee Protective Agreement will be considered performing work under the Scope rule.
  - 1. Leave unaffected the carryover of such unused sick leave to sick leave reserve, or
  - 2. Accept payment in the form of a contribution to the TCU 401K Savings Plan for not more than ten (10) unused sick days in the prior year in an amount as follows:
    - 6 to 10 days - 100% of the rate set by c below
    - Less than 6 days - 65% of the rate set by c below

3. Accept payment directly for not more than ten (1) unused sick days, minus usual and customary payroll deductions, on the following basis:
- 6 to 10 days - 85% of the rate set by c below
- a. Days for which payments are made pursuant to 2. or 3. above shall be eliminated from the employee's sick leave reserve.
  - b. Payments made pursuant to 2. or 3. above shall be made by the Carrier by March 31 of each year. If written notice of election is not received from the employee by February 22, he shall be treated as having elected option number 1. above.
  - c. Payments of the employer's contribution due hereunder, or payments made directly to employees, shall be made by the Carrier by March 31 of each year at the rate of \$107 per day subject to subsequent general wage adjustments including COLA, with the understanding that no adjustment will be made prior to January 1, 1995.
- (j) An employee who is off account sickness in any calendar year in excess of the specified allowance he is entitled to under paragraph (c) of this rule shall, upon request, be given sick leave with pay to the extent of his unused sick leave in his sick leave reserve. Sick leave entitlement for the current year must be used up before any sick leave in the sick leave reserve can be used.
- (k) Before January 31 of each year, each employee with unused sick leave will be notified of the number of unused days which are available for the section (i) option, and the total number of accumulated days in his sick leave reserve.
- (l) It will be optional with the Carrier to fill, partially fill, or not fill the position of an employee who is absent account his personal illness. The Carrier may defer or may distribute in whole or in part the work of the absent employee amongst other employees covered by this agreement. If an employee on a lower rated position performs higher rated work for four or less hours, he will be allowed the higher rate for four hours. If so used for more than four hours, he will be paid the higher rate for the entire tour of duty.
- (m) No payment shall be made under this agreement unless the employing officer is satisfied that the sickness is bona fide. Satisfactory evidence as to sickness, preferably in the form of a certificate from a reputable physician, may be required in case of doubt.
- (n) No allowance will be made under this rule for any day on which the employee is entitled to compensation under any other rule or agreement.

- (o) An employee otherwise qualifying for a sick leave allowance must have rendered a minimum of one hundred (100) days of compensated service in the preceding calendar year to be eligible for sick leave benefits in the current calendar year.
- (p) An employee falsely claiming sick time will be subject to disciplinary action.
- (q) 1. Upon termination of employment by normal retirement or death, an employee or his beneficiary shall be entitled to a cash payment equal to one-half (1/2) the rate set by section i(3)(c) hereof multiplied by the number of unused days in his sick leave reserve account. Pay on behalf of a deceased employee 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.

NOTE 1: Service with the former Minneapolis, Northfield and Southern Railroad and Chicago, Milwaukee, St. Paul and Pacific Railroad Company shall be counted as continuous service for purposes of applying this rule.

NOTE 2: Except as otherwise provided in these rules, the daily rate" referred to in Sick Leave Rule 58 means the fixed daily pro rata rate of pay for the position to which the employee is assigned, or his individual daily guarantee, whichever is higher.

- 2. Upon voluntary termination of employment, employees (other than those on promoted positions, including "b" positions, those terminated for cause, or those who resign when under investigation pursuant to Rule 26) with ten (10) or more years of service, shall be entitled to a cash payment equal to one-half (1/2) the rate set by section (i)(3)(c) hereof multiplied by the number of unused days placed in his sick leave reserve account subsequent to the effective date of this agreement.

## **RULE 59**

### **Personal Leave**

- (a) A maximum of three days of personal leave will be provided on the following basis:
  - 1. Employees who have met the qualifying vacation requirements during eight calendar years under vacation rules in effect on January 1, 1982, shall be entitled to one day of personal leave in subsequent calendar years;
  - 2. Employees who have met the qualifying vacation requirements during seventeen calendar years under vacation rules in effect on January 1,



1982, shall be entitled to two days of personal leave in subsequent calendar years; and

3. Employees who have met the qualifying vacation requirements during twenty calendar years under vacation rules in effect on January 1, 1982, shall be entitled to three days of personal leave in subsequent calendar years.
- (b) Personal leave days provided in paragraph (a) may be taken upon 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 personal leave days before the end of that year.
  - (c) Personal leave days will be paid for at the regular rate of the employee's position or the protected rate, whichever is higher.
  - (d) The personal leave days provided in paragraph (a) shall be forfeited if not taken during each calendar year. 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 B.R.A.C. Agreement.

## **RULE 60**

### **Compassionate Leave**

For the time necessary to attend funeral and handle matters related thereto in the event of death of a spouse, child, grandparent, parent, parent-in-law, brother, sister or grandchild of an employee who has been in service one calendar year or more, compassionate leave not exceeding three consecutive work days shall be granted. 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 compassionate leave. Any restrictions against blanking jobs or realigning forces will not be applicable when an employee is absent under this provision.

Rule 60 will be applied to employees who are on vacation on a workday on which they otherwise would be entitled to compassionate leave. Since vacation is not a workday and Rule 60 provides compassionate leave for up to three (3) workdays, the parties agree that compassionate leave may be substituted for up to three (3) vacation days in accord with the following:

- (1) the employee must notify his/her supervisor prior to the vacation day of the substitution of compassionate leave for that workday;

- (2) documentation to verify the employee's eligibility for compassionate leave may be required by the supervisor;
- (3) the employee must expeditiously re-schedule vacation in accord with the practices and policies in effect in the office;
- (4) any restrictions against blanking jobs or realigning forces will not be applicable for any vacation day converted to compassionate leave.

## **RULE 61**

### **Posting of Notices**

At points or in departments where employees covered by this Agreement are employed, suitable provisions will be made for posting notices of interest to the employees.

## **RULE 62**

### **Duly Accredited Representative**

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

## **RULE 63**

### **Free Transportation**

- (a) Employees transferred by direction of Management to positions which necessitate a change of residence will receive transportation fare or automobile mileage allowance for themselves, dependent members of their families, and their household goods, when it does not conflict with State or Federal laws.
- (b) Employees exercising seniority rights to new positions or vacancies which necessitate a change of residence will receive free transportation for their household goods, when it does not conflict with State or Federal laws.
- (c) Free transportation of household effects will be limited to the lines of railroad covered by this Agreement.

## **RULE 64**

### **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 exercise any right to secure exemption from the summons and or jury service under federal, state, or municipal statute and will be excused from duty when necessary without loss of pay to apply for the exemption.
2. An employee must furnish the Carrier with a statement from the court of jury allowances paid and the days on which jury duty was performed.
3. The number of days for which jury duty pay shall be paid is limited to a maximum of sixty (60) days in any calendar year.
4. No jury duty pay will be allowed for any day as to which the employee is entitled to vacation or holiday pay.
5. When an employee is excused from railroad service account of jury duty, the Carrier shall have the option of determining whether the employee's regular position shall be blanked, notwithstanding the provisions of any other rules.

## **RULE 65**

### **Entry Rates**

Employees entering service on and after January 1, 1982, on positions covered by this Agreement shall be paid as follows for all service performed within the first twenty-four (24) calendar months of service:

1. For the first twelve (12) calendar months of employment, new employees shall be paid 80% of the applicable rates of pay (including COLA).
2. For the second twelve (12) calendar months of employment, such employees shall be paid 90% of the applicable rates of pay (including COLA).

3. Employees who have had an employment relationship with the Carrier and are rehired will be paid at established rates after completion of a total of twenty-four (24) months combined service.
4. Service in a craft not represented by B.R.A.C. shall not be considered in determining periods of employment under this rule.
5. Employees who have had a previous employment relationship with a carrier in a craft represented by B.R.A.C. and are subsequently hired by another carrier shall be covered by this rule, as amended. However, such employees will receive credit toward completion of the twenty-four (24) month period for any month in which compensated service was performed in such craft provided that such compensated service last occurred within one year from the date of subsequent employment.
6. 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 twenty-four (24) month period.

## **RULE 66**

### **Physical Examinations**

In the event the physical condition of any employee under this Agreement is found by Carrier's doctors or the Chief Surgeon to be such as may result in his removal from service, the following shall govern in all such cases. When an employee has been removed from his employment on account of his physical condition, and the employee concerned is not satisfied with the examination by Carrier's doctors or the Chief Surgeon, he shall be privileged to have his case handled as follows:

1. The employee involved, or his representative, will select a physician to represent him, and he will act with the Carrier's Chief Surgeon in conducting a further physical examination. If the two physicians thus selected shall agree, the conclusion reached by them will be final.
2. The physicians selected by the Carrier and the employee shall be graduates of reputable medical schools and of good standing in their communities.
3. If the two physicians selected in accordance with paragraph (1) of this rule should disagree as to the physical condition of such employee, they will promptly select a third physician to be agreed upon by them, who shall be a well known consultant of recognized standing in the medical profession and specialist in the disease or diseases from which the employee is alleged to be suffering. The board of medical examiners as thus constituted will examine the employee as soon as it can be arranged and render a report within a reasonable time, but not exceeding fifteen

(15) days after selection of the third physician, which report shall set forth the physical condition of the employee and their opinion as to his fitness to continue service in his regular employment.

The decision of the majority of the board of physicians on the physical condition of the employee and the propriety or impropriety of continuing in his regular employment will be final.

Should the decision be adverse to the employee, and it later definitely appears that his physical condition has improved, a reexamination will be arranged after a reasonable interval upon request of the employee.

4. Management and the employee involved will each defray the expenses of their respective appointee. The fee of the third member of the board will be borne equally by the employee involved and the Carrier. Fees for hospital expense, laboratory and X-ray examinations, etc., if any, will also be borne equally by the employee involved and the Carrier.
5. Every reasonable effort will be made by the parties hereto to avoid loss of time by employees required to take periodical physical examinations and reexaminations.
6. Employees who are required to lose time as a result of employing officers of the Carrier requiring them to submit to a physical examination will be paid for necessary time lost on account of being held from service, plus expenses, whenever such examinations result in the employee being found physically qualified to perform service. It is not intended to make any payments for examinations of employees who are required to take examination when reaching the age of 65 or annually thereafter, nor to employees returning from a leave of absence who are required to submit to a physical examination.

## **RULE 67**

### **Machines, Equipment and Supplies Furnished**

- (a) Wherever and whenever Management requires an employee to use typewriters, mechanical devices, and or any other equipment or supplies in the performance of service for the Carrier, said article shall be furnished and maintained by the Carrier without expense to the employee.
- (b) When employees are required by Management to use an automobile in the rendition of service, such equipment shall be furnished and maintained by Management without expense to the employees. However, this shall not preclude an employee from using his own automobile when authorized to do so and satisfactory arrangements in respect to allowances for use thereof are agreed to between Management and the General Chairman.

## **RULE 68**

### **Bond Premiums and License Fees**

Employees shall not be required to pay premiums on bonds required by the Carrier in handling its business, nor shall they be required to pay examination or license fees such as are required of employees firing steam boilers, etc.

## **RULE 69**

### **Annual Transportation**

- (a) Employees covered by this Agreement and their wives and dependent minor children will be given the same consideration in the granting of free transportation as is given other employees in service.
- (b) General and Local Committees representing employees covered by this Agreement will be furnished with system annual transportation.

## **RULE 70**

### **Rulings**

Whenever ruling is made by the officers of the Carrier affecting the interpretation of any rule in this Agreement, or any part of a rule, the General Chairman representing the employees shall be furnished with a copy of such ruling.

## **RULE 71**

### **Printing of Schedules**

- (a) This Schedule of working conditions shall be printed by the Carrier and each employee covered thereby shall be furnished a copy by the Carrier and will sign for same.
- (b) The Organization shall be furnished with copies of the Agreement to fill its needs.

## **RULE 72**

### **Validating Records**

- (a) The applications of new employees shall be approved or disapproved within sixty (60) days after the applicant begins work. Applicants will, within sixty (60) days from date of employment, have returned to them all service cards, letters of recommendation, and other papers which have been furnished by them to the Carrier.
- (b) In the event of applicant giving materially false information, this rule shall not apply.

## **RULE 73**

### **Service Letters**

Employees whose applications are approved and who have been in the service sixty (60) days or longer will, on request, if they leave the service of the Carrier, be furnished with a service letter showing length of service, capacity in which employed, and cause of leaving.

## **RULE 74**

### **Periods of Time Named in Rules**

Unless otherwise specified, all periods of time specified in these rules are calendar days.

## **RULE 75**

### **Existing Agreements**

These rules shall supersede the existing collective bargaining agreement between the Soo Line and B.R.A.C. dated July 1, 1985, as well as all other agreements, practices, and understandings in conflict herewith.

## **RULE 76**

### **Standard Forms**

Standard forms shall be used for all bulletins covering new positions, vacancies, assignments, change in assigned hours and or days, reduction in force, and seniority rosters. Sample standard forms are shown in Supplements D, E, F, G and H.

## **RULE 77**

### **Official Agencies**

Appointments to Official Agency positions in the listing which follows will be filled from the employees' seniority roster with the understanding the appointee will have five or more years of seniority.

Official Agency positions are:

- Chippewa Falls
- Gladstone
- Harvey
- Minneapolis - Shoreham
- Minot
- Neenah
- Rhineland
- Sault Ste. Marie
- Schiller Park - Chicago
- Thief River Falls \*

\* When present incumbent permanently vacates position, this position will convert from an Official Agency to a Supervisory Agency.



**RULE 78**

**Date Effective and Changes**

This Agreement shall be effective as of March 16, 2007 and shall continue in effect unless changed in accordance with the Railway Labor Act, as amended, or by mutual agreement.

Signed at Minneapolis, Minnesota, this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

For the

TRANSPORTATION COMMUNICATIONS  
INTERNATIONAL UNION

\_\_\_\_\_  
Larry D. Swanson  
International Representative

For the

SOO LINE RAILROAD COMPANY

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

APPROVED:

\_\_\_\_\_  
Richard A. Arndt  
International Vice President

## Supplements

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## SUPPLEMENT A

### NONOPERATING (BRAC) NATIONAL HOLIDAY PROVISIONS

The following represents a synthesis in one document, for the convenience of the parties, of the current Holiday provisions of the National Agreement of August 21, 1954, and amendments thereto provided in the National Agreements of August 19, 1960, November 20, 1964, December 28, 1967, June 24, 1968, February 25, 1971, and June 16, 1976, supplementing Article VIII - Holidays of the July 23, 1975 National Agreement and December 11, 1981, with appropriate source identifications.

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

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

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

(ART. II - Holidays - Section 2(a), 2/25/71 Agreement and Section 2, 6/16/76 Implementing Agreement)

Effective January 1, 1983, Article II of the Agreement of August 21, 1954, as amended, insofar as applicable to the employees covered by this Agreement, is hereby further amended in the following respects:

(a) Add the day after Thanksgiving Day and substitute New Year's Eve (the day before New Year's Day is observed) for Veterans Day.

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

(c) In addition to their established monthly compensation, employees performing service on the day after Thanksgiving Day on a monthly rated position (the rate of which is predicated on an all-service performed basis) shall receive eight hours pay at the equivalent straight time rate, or payment as required by any local rule, whichever is greater.

(d) A monthly rated employee occupying a 5-day assignment on a position with Friday as an assigned rest day also shall receive eight hours' pay at the equivalent straight time rate for the day after Thanksgiving Day, provided compensation paid such employees by the carrier is credited to the work days immediately preceding Thanksgiving Day and immediately following the day after Thanksgiving Day.

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

(ART. IV - Holidays - 12/11/81 Agreement)

(a) Holiday pay for regularly assigned employees shall be at the pro rata rate of the position to which assigned.

(b) For other than regularly assigned employees, if the holiday falls on a day on which 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 in Section 3 hereof, other than regularly assigned employees shall be eligible for the paid holidays or pay in lieu thereof provided for in paragraph (b) above, provided (1) compensation for service paid 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.

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

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

(ART. III - Holidays - Section 1, 12/28/67 Agreement and 6/24/68 Agreement)

Section 2(a). Monthly rates, the hourly rates of which are predicated upon 169-1/3 hours, shall be adjusted by adding the equivalent of 56 pro rata hours to the annual compensation (the monthly rate multiplied by 12) and this sum shall be divided by 12 in order to establish a new monthly rate. The hourly factor will thereafter be 174 and overtime rates will be computed accordingly.

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

Section 2(b). All other monthly rates of pay shall be adjusted by adding the equivalent of 28 pro rata hours to the annual compensation (the monthly rate multiplied by 12) and this sum shall be divided by 12 in order to establish a new monthly rate. The sum of presently existing hours per annum plus 28 divided by 12 will establish a new hourly factor and overtime rates will be computed accordingly.

Weekly rates not included in Section 2(a) shall receive a corresponding adjustment.

(ART. II - Holidays - Sections 2(a) and 2(b) of 8/21/54 Agreement)

Effective January 1, 1973, the monthly rates of monthly rated employees shall be adjusted by adding the equivalent of 8 pro rata hours to their annual compensation (the monthly rate multiplied by 12) and this sum shall be divided by 12 in order to establish a new monthly rate.

(ART. II - Holidays - Section 2(d) of 2/25/71 Agreement)

Effective January 1, 1976, after application of the cost-of-living adjustment effective that date, the monthly rates of monthly rated employees shall be adjusted by adding the equivalent of 8 pro rata hours' pay to their annual compensation (the rate multiplied by 12) and this sum shall be divided by 12 in order to establish a new monthly rate. That portion of such 8 pro rata hours' pay which derives from the cost-of-living allowance will not become part of basic rates of pay except as provided in Article II, Section 1(d) of the Agreement of July 23, 1975. The sum of presently existing hours per annum plus 8, divided by 12, will establish a new hourly factor for purposes of applying cents-per-hour adjustments in such monthly rates of pay and computing overtime rates.

A corresponding adjustment shall be made in weekly rates and hourly factors derived there from.

(Section 5, 6/16/76 Implementing Agreement)

The hourly factor as shown in Section 2(a) above was, as a result of the addition of the birthday holiday (later Good Friday) increased, effective January 1, 1965, to 174-2/3; as a result of the addition of Veterans Day as a holiday, effective January 1, 1973, increased to 175-1/3; and as a result of the addition of Christmas Eve (the day before Christmas is observed) as a holiday, effective January 1, 1976, increased to 176 hours.

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

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

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

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

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

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

(ART. III - Holiday - Section 2, 12/28/67 Agreement and 6/24/68 Agreement)

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.

(Section 4, 6/16/76 Implementing Agreement)

Section 4. Provisions in existing agreements with respect to holidays in excess of the ten holidays referred to in Section 1 hereof shall continue to be applied without change.

(Section 3(b), 6/16/76 Implementing Agreement)

Section 5(a). Existing rules and practices thereunder governing whether an employee works on a holiday and the payment for work performed on a holiday are extended to apply to Good Friday, Veterans Day, and to Christmas Eve (the day before Christmas is observed) in the same manner as to other holidays listed or referred to therein.

(Section 3(a), 6/16/76 Implementing Agreement)

Section 5(b). All rules, regulations, or practices which provide that when a regularly assigned employee has an assigned relief day other than Sunday and one of the holidays specified therein falls on such relief day, the following assigned day will be considered his holiday, are hereby eliminated.

(ART. II - Holidays - Section 1(c) of 2/25/71 Agreement)

Section 5(c). Under no circumstances will an employee be allowed, in addition to his holiday pay, more than one time and one-half payment for service performed by him on a holiday which is also a work day, a rest day, and/or a vacation day.

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

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

(ART. III - Holidays - Section 4 of 12/28/67 Agreement and 6/24/68 Agreement)

Section 6. Article II, Section 6 of this Agreement of August 21, 1954, which was added by the Agreement of November 20, 1964, covering the birthday holiday, is eliminated. However, the adjustment in monthly rates of monthly rated employees which was made effective January 1, 1965, pursuant to Article II of the Agreement of

November 20, 1964, by adding the equivalent of 8 pro rata hours to their annual compensation (the monthly rate multiplied by 12) and dividing this sum by 12 in order to establish a new monthly rate, continues in effect.

(ART. II - Holidays - Section 1(d), 2/25/71 Agreement)

Section 7. When any of the eleven recognized holidays enumerated in Section 1 of this Article II, or any day which by agreement, or by law or proclamation of the State or Nation, has been substituted or is observed in place of any of such holidays, falls during an hourly or daily rated employee's vacation period, he shall, in addition to his vacation compensation, receive the holiday pay provided for therein provided he meets the qualification requirements specified. The "workdays" and "days" immediately preceding and following the vacation period shall be considered the "workdays" and "days" preceding and following the holiday for such qualification purposes.

(ART. II - Holidays - Section 1(e) and 2(c), 2/25/71 Agreement,  
and Section 3(b), 6/16/76 Implementing Agreement)



## SUPPLEMENT B

### NONOPERATING (BRAC) NATIONAL VACATION AGREEMENTS

The following represents a synthesis in one document, for the convenience of the parties, of the current provisions of the December 17, 1941 National Vacation Agreements and amendments thereto provided in the National Agreements of August 21, 1954, August 19, 1960, November 20, 1964, December 15, 1966 (BRAC), January 13, 1967 (ORT), December 28, 1967 (BRAC), June 24, 1968 (T-CEU), February 25, 1971, January 30, 1979, and December 11, 1981, with appropriate source identification.

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

1. (a) Effective with the calendar year 1973, an annual vacation of five (5) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred twenty (120) days during the preceding calendar year.

(ART III - Vacations - Section 1(a) - 2/25/71 Agreement)

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

(ART. III - Vacations - Section 1(b) - 2/25/71 Agreement)

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

(ART. III - Vacations - Section 1(c) - 12/11/81 Agreement)

(d) Effective with the calendar year 1982, an annual vacation of twenty (20) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has seventeen (17) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred (100) days (133 days in the years 1950-1959, inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of seventeen (17) of such years, not necessarily consecutive.

(ART. III - Vacations - Section 1(d) - 12/11/81 Agreement)

(e) Effective with the calendar year 1973, an annual vacation of twenty-five (25) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has twenty-five (25) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred (100) days (133 days in the years 1950-1959 inclusive, 151 days in 1949, and 160 days in each of such years prior to 1949) in each of twenty-five (25) of such years, not necessarily consecutive.

(ART. III - Vacations - Section 1(e) - 2/25/71 Agreement)

(f) Paragraphs (a), (b), (c), (d), and (e) hereof shall be construed to grant to weekly and monthly rated employees, whose rates contemplate more than five days of service each week, vacations of one, two, three, four, or five work weeks.

(ART. III - Vacations - Section 1(f) - 2/25/71 Agreement)

(g) Service rendered under agreements between a carrier and one or more of the Non-Operating Organizations parties to the General Agreement of August 21, 1954, or to the General Agreement of August 19, 1960, shall be counted in computing days of compensated service and years of continuous service for vacation qualifying purposes under this Agreement.

(ART. III - Vacations - Section 1(g) - 2/25/71 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.

(ART. III - Vacations - Section 1(h) - 2/25/71 Agreement)

(i) In instances where employees who have become members of the Armed Forces of the United States return to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, the time spent by such employees in the Armed Forces subsequent to their employment by the employing carrier will be credited as qualifying service in determining the length of vacations for which they may qualify upon their return to the service of the employing carrier.

(j) {Effective January 1, 1973,} in instances where an employee who has become a member of the Armed Forces of the United States returns to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, and in the calendar year preceding his return to railroad service had rendered compensated service on fewer days than are required to qualify for a vacation in the calendar year of his return to railroad service, but could qualify for a vacation in the year of his return to railroad service if he had combined for qualifying purposes days on which he was in railroad service in such preceding calendar year with days in such year on which he was in the Armed Forces, he will be granted, in the calendar year of his return to railroad service, a vacation of such length as he could so qualify for under paragraphs (a), (b), (c), (d), or (e) and (i) hereof.

(ART. III - Vacations - Section 1(i) - 2/25/71 Agreement)

(k) {Effective January 1, 1973,} in instances where an employee who has become a member of the Armed Forces of the United States returns to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, and in the calendar year of his return to railroad service renders compensated service on fewer days than are required to qualify for 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 railroad service in the year of his return with days in such year on which he was in the Armed Forces, he will be granted, in such following calendar year, a vacation of such length as he could so qualify for under paragraphs (a), (b), (c), (d), or (e) and (i) hereof.

(ART. III - Vacations - Section 1(j) - 2/25/71 Agreement)

(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 therefore to his employing officer, a copy of such request to be furnished to his local or general chairman.

(ART. III - Vacations -Section 1(L) - 2/25/71 Agreement)

2. Insofar as applicable to the employees covered by this Agreement, Article 2 of the Vacation Agreement of December 17, 1941, as amended is hereby cancelled.

(ART. II - Vacations - Section 2 - 12-28-67 BRAC Agreement and  
ART. III - Vacations - Section 2 - 6/24/68 Agreements)

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

(Section 3 - 12/17/41 Agreement)

An employee's vacation period will not be extended by reason of any of the eight recognized holidays (New Year's Day, Washington's Birthday, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas) or any day which by agreement has been substituted or is observed in place of any of the eight holidays enumerated above, or any holiday which by local agreement has been substituted therefore, falling within his vacation period.

(ART. III - Vacations - Section 3 - 2/25/71 Agreement)

Such Section 3 was amended, effective January 1, 1973, to change the reference to "eight recognized holidays" to "nine recognized holidays" and add Veterans Day to the holidays named; was again amended effective January 1, 1976 to change the reference to the designated number of "recognized holidays" to "ten recognized holidays" and add Christmas Eve (the day before Christmas is observed) to the holidays named.

Finally, Section 3 is amended effective January 1, 1983, to change the reference to the designated number of "recognized holidays" to "eleven recognized holidays" and add the day after Thanksgiving Day and substitute New Year's Eve (the day before New Year's Day is observed) for Veterans Day. The "recognized holidays" will be: New Year's Day, Washington's Birthday, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Eve (the day before Christmas is observed) Christmas and New Year's Eve (the day before New Year's Day is observed).

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

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

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

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

(Section 4(a) and (b) - 12/17/41 Agreement)

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

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

(Section 5 - 12/17/41 Agreement)

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

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

(ART. I - Vacations - Section 4 - 8/21/54 Agreement)

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

(Section 6 - 12/17/41 Agreement)

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

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

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

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

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

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

(Section 7 - 12/17/41 Agreement)

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

(ART. IV - Vacations - Section 2 - 8/19/60 Agreement)

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

(Section 9 - 12/17/41 Agreement)

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

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

(Section 10 - 12/17/41 Agreement)

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

(Section 11 - 12/17/41 Agreement)

12. (a) Except as otherwise provided in this agreement a carrier shall not be required to assume greater expense because of granting a vacation than would be incurred if an employee were not granted a vacation and was paid in lieu therefore under the provision hereof. However, if a relief worker necessarily is put to substantial extra expense over and above that which the regular employee on vacation would incur if he had remained on the job, the relief worker shall be compensated in accordance with existing regular relief rules.

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

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

(Section 12 - 12/17/41 Agreement)

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

(Section 13 - 12/17/41 Agreement)

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

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

(Section 14 - 12/17/41 Agreement)

15. Except as otherwise provided herein this agreement shall be effective as of January 1, 1973, and shall be incorporated in existing agreements as a supplement thereto and shall be in full force and effect for a period of one (1) year from January 1, 1973, and continue in effect thereafter, subject to not less than seven (7) months' notice in writing (which notice may be served in 1973 or in any subsequent year) by any carrier or organization party hereto, of desire to change this agreement as of the end of the year in which the notice is served. Such notices shall specify the changes desired and the recipient of such notice shall then have a period of thirty (30) days from the date of the receipt of such notice within which to serve notice specifying changes which it or they desire to make. Thereupon such proposals of the respective parties shall thereafter be negotiated and progressed concurrently to a conclusion.

(ART. III - Vacations - Section 2 - 2/25/71 Agreement)

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

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

(ART. I - Vacations - Section 6 - 8/21/54 Agreement)



SUPPLEMENT B-1

File: 250-69

December 8, 2005

Ms. C. S. Frankenberg, Vice President Labor Relations  
CP Rail System  
501 Marquette Avenue  
Minneapolis, Minnesota 55402

Dear Ms. Frankenberg:

This will confirm our discussion concerning the granting of single day vacations to clerical employees. In view of the unique circumstances involved in managing single day vacations the parties agreed as follows:

Effective with the vacation scheduling for the calendar year 2006, clerical employees will be allowed to designate a maximum of five (5) days of vacation to be used one (1) day at a time.

Employees will be allowed to use up to three (3) single day vacations consecutively.

Single day vacations will be granted on a seniority basis, first come-first serve, consistent with the requirements of service.

Except for the initial scheduling of vacations, single day vacations may be scheduled no more than ninety (90) days in advance and no less than forty-eight (48) hours in advance.

Once a single day vacation has been granted, an employee granted such may not be bumped from said status by a senior employee.

C. Frankenberg  
Page 2  
December 8, 2005

Any single day vacations not scheduled by October 1 of the calendar year will be assigned in seniority order through a cooperative effort of the District Chairman and local management.

Regular assigned employees will not be permitted markup rights in accordance with Rule 16 (a) on a vacancy that occurs as a result of an employee utilizing one and/or two days of single vacation, when the vacation occurs on the Friday, or Thursday and Friday, of the work week, of the position upon which the vacation vacancy is occurring.

EXAMPLE: A position has assigned rest days of Tuesday and Wednesday. The employee assigned to said position takes Monday as a one day vacation. Monday is considered the Friday of the positions work week.

This agreement is automatically extended each year hereafter unless a written notice to cancel is given by either party to the other by November 1 of a given year. Such cancellation will be effective for the following calendar year.

This agreement is made without prejudice to either parties contention concerning the application of scheduled rules or agreements and will not be referred to as a precedent by either party in any other circumstances.

If the above correctly reflects our understanding and agreement please sign and return one copy to my office.

Sincerely,

/s/ Larry D. Swanson  
General Chairman

I concur:

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

SUPPLEMENT C

PAYMENTS TO EMPLOYEES INJURED  
UNDER CERTAIN CIRCUMSTANCES

Article V of the February 25, 1971 National Agreement as Amended by Article VI of the January 30, 1979 Agreement)

here employees sustain personal injuries or death under the conditions set forth in paragraph (a) below, the Carrier will provide and pay such employees, or their personal representative, the applicable amounts set forth in paragraph (b) below, subject to the provisions of other paragraphs in this Article.

(a) Covered Conditions

This Article 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.

(b) Payments to be made

In the event that any one of the losses enumerated in subparagraphs (1), (2), and (3) below results from an injury sustained directly from an accident covered in paragraph (a) and independently of all other causes and such loss occurs or commences within the time limits set forth in subparagraphs (1), (2), and (3) below, the Carrier will provide, subject to the terms and conditions herein contained, and less any amounts payable under Group Policy Contract GA-23000 of The Travelers Insurance Company or any other medical or insurance policy or plan paid for in its entirety by the Carrier, the following benefits:

(1) Accidental Death or Dismemberment

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

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

## Loss of One Hand or One Foot or Sight of One Eye ..\$150,000

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

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

### (2) 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 paragraph (a) of injuries incurred as a result of such accident, subject to limitation of \$3,000 for any employee for any one accident, less any amounts payable under Group Policy Contract GA-23000 of The Travelers Insurance Company or under any other medical or insurance policy or plan paid for in its entirety by the Carrier.

### (3) Time Loss

The Carrier will provide an employee who is injured as a result of an accident covered under paragraph (a) commencing within 30 days after such accident 80% of the employee's basic full-time weekly compensation from the Carrier for time actually lost, subject to a maximum payment of \$1,000.00 per week for time lost during a period of 156 continuous weeks following such accident provided, however, that such weekly payment shall be reduced by such amounts as the employee is entitled to receive as sickness benefits under provisions of the Railroad Unemployment Insurance Act.

### (4) Aggregate Limit

The aggregate amount of payments to be made hereunder is limited to \$10,000,000 for any one accident and the Carrier shall not be liable for any amount in excess of \$10,000,000 for any one 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 such separate employee a greater proportion of such payments than the aggregate limit set forth herein bears to the aggregate amount of all such payments.

### (c) 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.

(d) Exclusions

Benefits provided under paragraph (b) 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 consequent 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.

(e) Offset

It is intended that this Article V is to provide a guaranteed recovery by an employee or his personal representative under the circumstances described, and that receipt of payment there under 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 Article may be applied as an offset by the railroad against any recovery so obtained.

(f) Subrogation

The Carrier shall be subrogated to any right of recovery an employee or his personal representatives may have against any party for loss to the extent that the Carrier has made payments pursuant to this Article.

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 Article V of the Agreement of February 25, 1971,

---

(employee or personal representative)  
agrees to be governed by all of the conditions and provisions said and set forth by Article V."

#### Savings Clause

This Article V supersedes as of May 1, 1971, any Agreement providing benefits of a type specified in paragraph (b) hereof under the conditions specified in paragraph (a) hereof; provided, however, any individual railroad party hereto, or any individual committee representing employees party hereto, may by advising the other party in writing by April 1, 1971, elect to preserve in its entirety an existing Agreement providing accident benefits of the type provided in this Article V in lieu of this Article V.

SUPPLEMENT D

SOO LINE RAILROAD  
(DEPARTMENT, DIVISION, OR DISTRICT)  
SENIORITY DISTRICT NO. \_\_\_\_\_

(City) \_\_\_\_\_

(Date) \_\_\_\_\_

BULLETIN NO. \_\_\_\_\_

To Employees Concerned:

The following position is hereby advertised for bids in accordance with Rule 14 of the Clerks' Agreement. Bids and/or applications will be filed in writing with the officer designated below where they will be received not later than 4:00 P.M., \_\_\_\_\_.  
(Date)

Location \_\_\_\_\_

Title of Position \_\_\_\_\_

Days of Assignment \_\_\_\_\_

Rest Days \_\_\_\_\_

Hours of Assignment \_\_\_\_\_

Meal Period \_\_\_\_\_

State: Five, six, or seven-day position \_\_\_\_\_

Rate of Pay \_\_\_\_\_

Permanent or Temporary \_\_\_\_\_

If Temporary, Probable Duration \_\_\_\_\_

File Application with \_\_\_\_\_

Description of Major Assigned Duties \_\_\_\_\_

\_\_\_\_\_  
(Name of Official)

cc: General Chairman  
Local Chairmen

\_\_\_\_\_  
(Title)

NOTE: The statement of "Major Assigned Duties" is intended to be briefly descriptive of the work principally performed on a bulletined position so that the affected employees will know the general nature of such position.

SUPPLEMENT E

APPLICATION (BID) FORM

TO \_\_\_\_\_ (Name) \_\_\_\_\_ (Location)  
\_\_\_\_\_ (Title) \_\_\_\_\_ (Date)

Please accept this as my bid on Bulletin No. \_\_\_\_\_ dated \_\_\_\_\_,  
for:

Position No.	Position Title
--------------	----------------

Employee No.	SSA #	Seniority Date	Signature
--------------	-------	----------------	-----------

Employees desiring to bid on more than one position should make out a separate bid form for each position stating preference, i.e., first choice, second choice, third choice, etc.

Copy to Local Chairman.



SUPPLEMENT F

STANDARD FORM OF ASSIGNMENT

SOO LINE RAILROAD

(DEPARTMENT, DIVISION, OR DISTRICT)

SENIORITY DISTRICT NO. \_\_\_\_\_

(City)\_\_\_\_\_

Bulletin No. \_\_\_\_\_ Date \_\_\_\_\_

Assignment of Bulletin No. \_\_\_\_\_

Title of Position \_\_\_\_\_ Dated \_\_\_\_\_

Location \_\_\_\_\_

Has been Awarded to: \_\_\_\_\_

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

Names and Seniority Dates of other applicants:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Names)

(Seniority Dates)

cc: General Chairman  
Local Chairmen

SUPPLEMENT G

SOO LINE RAILROAD

(DEPARTMENT, DIVISION, OR DISTRICT)

SENIORITY DISTRICT NO. \_\_\_\_\_

(City)\_\_\_\_\_

(Date)\_\_\_\_\_

BULLETIN NO. \_\_\_\_\_

To Employees Concerned:

Position of \_\_\_\_\_

occupied by \_\_\_\_\_

located at \_\_\_\_\_

presently assigned to work from \_\_\_\_\_

A.M. to \_\_\_\_\_ P.M., \_\_\_\_\_ through  
(Day of week)

\_\_\_\_\_, is herewith changed to \_\_\_\_\_  
(Day of week)

A.M. to \_\_\_\_\_ P.M., \_\_\_\_\_

through \_\_\_\_\_ effective \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
(Name of Official)

\_\_\_\_\_  
(Title)

cc: General Chairman  
Local Chairmen

SUPPLEMENT H

SOO LINE RAILROAD

(DEPARTMENT, DIVISION, OR DISTRICT)

SENIORITY DISTRICT NO. \_\_\_\_\_

(City)\_\_\_\_\_

(Date)\_\_\_\_\_

BULLETIN NO. \_\_\_\_\_

To Employees Concerned:

Position of \_\_\_\_\_

located at \_\_\_\_\_

occupied by \_\_\_\_\_

is herewith abolished effective with the end of the assignment on

the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Name of Official)

\_\_\_\_\_  
(Title)

cc: General Chairman  
Local Chairmen

## SUPPLEMENT I

### UNION SHOP

his Agreement made this twenty-eighth day of January, 1953, by and between the Minneapolis, St. Paul & Sault Ste. Marie Railroad Company and the employes thereof represented by the Railway Labor Organizations signatory hereto, through the Employes' National Conference Committee; Seventeen Co-operating Railway Labor Organizations witnesseth:

#### IT IS AGREED

##### Section 1.

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

##### Section 2.

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

##### Section 3.

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

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

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

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

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

#### Section 4.

Nothing in this agreement shall require an employe to become or to remain a member of the organization if such membership is not available to such employe upon the same terms and conditions as are generally applicable to any other member, or if the membership of such employe is denied or terminated for any reason other than the failure of the employe 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 organization unit.

#### Section 5.

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

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

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

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

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

Requested. The decision on such appeal shall be rendered within twenty calendar days of the date the notice of appeal is received, and the employe and the organization shall be promptly advised thereof in writing by Certified Mail, Return Receipt Requested.

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

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

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

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

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

representatives who are authorized to receive and serve the notices described in this agreement.

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

#### Section 6.

Other provisions of this agreement to the contrary notwithstanding, the Carrier shall not be required to terminate the employment of an employe until such time as a qualified replacement is available. The carrier may not, however, retain such employe in service under the provisions of this section for a period in excess of sixty calendar days from the date of the last decision rendered under the provisions of Section 5, or ninety calendar days from date of receipt of notice from the organization in cases where the employe does not request a hearing. The employe whose employment is extended under the provisions of this section shall not, during such extension, retain or acquire any seniority rights. The position will be advertised as vacant under the bulletining rules of the respective agreements but the employe may remain on the position he held at the time of the last decision, or at the date of receipt of notice where no hearing is requested pending the assignment of the successful applicant, unless displaced or unless the position is abolished. The above periods may be extended by agreement between the carrier and the organization involved.

#### Section 7.

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

If the final determination under Section 5 of this agreement is that an employe's seniority and employment in a craft or class shall be terminated, no liability against the carrier in favor of the organization or other employes based upon an alleged violation, misapplication or non-compliance with any part of this agreement shall arise or accrue during the period up to the expiration of the 60 or 90 day periods, specified in Section 6, or while such determination may be restored to service pursuant to judicial determination. During such periods, no provision of any other agreement between the parties hereto shall be used as the basis for a grievance or time or money claim by or on behalf of any employe against the carriers predicated upon any action taken by the carrier in applying or complying with this agreement or with any provision of this agreement. If the final determination under Section 5 of this agreement is that an employe's employment and seniority shall not be terminated, his continuance in service shall give rise to no liability against the carrier in favor of the organization or other employes based upon an alleged violation, misapplication or non-compliance with any part of this agreement.

#### Section 8.



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

#### Section 9.

An employe whose employment is terminated as a result of noncompliance with the provisions shall be regarded as having terminated his employe relationship for vacation purposes.

#### Section 10.

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

(b) The provisions of subsection (a) of this section shall not become effective unless and until the carrier and the organization shall, as a result of further negotiations pursuant to the recommendations of Emergency Board No. 98, agree upon the terms and conditions under which such provisions shall be applied, such agreement to include, but not be restricted to, the means of making said deductions, the amounts to be deducted, the form, procurement and filing of authorization certificates, the frequency of deductions, the priority of said deductions with other deductions now or hereafter authorized, the payment and distribution of amounts withheld and any other matters pertinent thereto.

(Sections 11 and signatures not reproduced here.)

SUPPLEMENT J

DEDUCTION AGREEMENT  
between

S O O L I N E R A I L R O A D C O M P A N Y

and

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

In accordance with the provisions of Article II of the National Collective Bargaining Agreement signed at Washington, D.C. on April 27, 1973, the following Agreement by and between the Soo Line Railroad Company, hereinafter referred to as the "Employer," and employees represented by the Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employees, hereinafter referred to as the "Brotherhood," shall be made effective November 1, 1973.

1. (a) Subject to terms and conditions hereinafter set forth, the Employer will deduct from the wages of employees, membership dues, initiation fees, and assessments (excluding fines and penalties) as may be uniformly required as a condition of the employees acquiring and/or retaining membership in the Brotherhood upon their written authorization in the form (Individual Authorization Form) agreed upon by the parties hereto, copy of which is attached, designated "Attachment A" and made a part hereof.

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

2. (a) Individual authorizations to be effective for a particular month must be in the possession of the Employer not later than the fifth day of the month in which such deductions are to be made.

(b) The Brotherhood has furnished the Employer an initial master list, by lodges, in alphabetical order, showing deductions to be made from each such member, together with individual authorization forms to cover. Monthly deductions will be based on the current master list and existing authorization cards plus a monthly statement (Attachment B) showing additions and/or deletions, furnished not later than the fifth day of the month in which the additions and/or deletions are to be effective.

3. Deductions will be made from wages earned in the first pay period of each month which will be for dues of the member for the following month which shall be remitted by check to the International Secretary-Treasurer or other Officer of the

Brotherhood as may be designated by the International President by the fifteenth day of the month following the month in which deductions were made, i.e., dues deduction in first pay period of October for November dues to be remitted by November 15, etc., together with a machine-produced list (Attachment C) prepared in triplicate for each lodge, alphabetically listing the names, Social Security account numbers or payroll identification numbers, amount of deductions, the total amount of deductions for the lodge, and if no deductions are made for a particular individual on the list, the Employer shall show the reason therefor. The Employer will also furnish a summary statement for all lodges, itemizing the number of employes and amount deducted. If the earnings of the employe will not permit the full amount of the Brotherhood deductions, no deduction will be made for that month.

4. The following payroll deductions will have priority over the Brotherhood deductions as covered by this Deduction Agreement:

- Federal, state and local taxes.
- Other deductions required by law and court orders.
- Group insurance premiums and hospital association dues.
- Amounts due Employer.

5. The requirements of this Agreement shall not be effective with respect to any individual employe until the Employer has been furnished with written authorization of assignment of wages of such monthly membership dues, initiation fees, and assessments. Such assignment shall be revocable in writing after the expiration of one year upon thirty (30) calendar days advance notice to the Brotherhood and Employer by Certified Mail or upon termination of this Agreement, whichever occurs sooner. (Currently effective Assignment Forms need not be re-executed.)

6. Any question arising as to the correctness of the amount deducted shall be handled between the employe involved and the Brotherhood, and any complaints against the Employer in connection therewith shall be handled by the Brotherhood on behalf of the employe concerned.

7. To facilitate application of this Agreement, the Employer will, each month, furnish the General Chairman of the property a list showing the name, payroll identification number, job location, classification, and dates of employes hired, recalled, or terminating their employment and, in case of termination, the reason therefor.

8. In the event of a change in representation of employes now represented by the Brotherhood, this Agreement shall be automatically terminated as of the date official notification is received from the National Mediation Board of such change in representation.

9. No part of this or any other Agreement between the Employer and the Brotherhood shall be used as a basis for a grievance of time claim by or in behalf of any employe predicated upon any alleged violation or misapplication of, or non-compliance with, any part of this Agreement.

10. The Brotherhood shall indemnify, defend, and save harmless the Employer from any and all claims, demands, liability, loss, or damage resulting from the Employer entering into this Agreement, or resulting from the Employer complying with, or acting in good faith in an attempt to comply with, the provisions of this Agreement.

11. This Agreement shall become effective November 1, 1973, and unless terminated under Section 8 hereof, shall continue in effect until changed under the provisions of the Railway Labor Act, as amended.

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

For the  
SOO LINE RAILROAD COMPANY

By /s/ John F. Brady  
General Chairman

By /s/ D. L. Borchert  
Director of Labor Relations

By /s/ Leo G. Boog  
Member Negotiating Committee

By /s/ Wayne T. King  
Member Negotiating Committee

Minneapolis, Minnesota  
October 12, 1973

ATTACHMENT A

INDIVIDUAL AUTHORIZATION FORM FOR  
DEDUCTION OF FEES, DUES, AND/OR ASSESSMENTS

To:

NAME \_\_\_\_\_ SOC.SEC.ACCT.NO. \_\_\_\_\_  
(Last) (First) (Middle Initial)

EMPLOYEE IDENTIFICATION NO.

\_\_\_\_\_  
(Occupation-Title)

POSITION NO. \_\_\_\_\_

\_\_\_\_\_  
(Work Location) DEPARTMENT \_\_\_\_\_

HOME ADDRESS \_\_\_\_\_  
(Street and Number) (City and State) (Zip Code)

I hereby assign to the Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employees that part of my wages necessary, and authorize my employer, the

\_\_\_\_\_  
(Employer)

to deduct from my wages the amount of monthly membership dues, initiation fees and assessments (exclusive of fines and penalties), all uniformly required as a condition of my acquiring and/or retaining membership in said Brotherhood, and pay all such sums deducted to the designated Officer of the Brotherhood, in accordance with the terms of the Deduction Agreement entered into by and between the Brotherhood and my Employer on \_\_\_\_\_.

This authorization may be revoked in writing as provided in Section 5 of the Dues Deduction Agreement.

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

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

NOTE: Each employe will prepare two separate copies of this form, for distribution as follows:

- 1 - Railway Officer
- 1 - Local Lodge

ATTACHMENT B  
 ADDITIONS OR DELETIONS

Mr. \_\_\_\_\_ Date \_\_\_\_\_  
 (Employer Officer)

\_\_\_\_\_  
 (Employer)

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

\_\_\_\_\_  
 (City and State)

Pursuant to the Check-Off Agreement between the Brotherhood  
 and \_\_\_\_\_,  
 (Employer)

effective with the first pay period of \_\_\_\_\_, 20\_\_\_\_\_, the or deletions are to  
 be made for the employes whose names are listed below:

Wage Deduction Authorization Forms for the employes to be added to the initial list are  
 enclosed.

Name	Soc. Sec. Acct. No.	Lodge No.	Amount
Last    First    Middle Initial			

ADDITIONS


DELETIONS


\_\_\_\_\_  
 Local Lodge Secretary

ATTACHMENT C

MONTHLY LIST OF DEDUCTIONS

Date \_\_\_\_\_

Mr. \_\_\_\_\_  
(Brotherhood Officer)

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

\_\_\_\_\_  
(City and State)

Pursuant to the Check-Off Agreement between the Brotherhood and \_\_\_\_\_, enclosed

is a machine produced list for Lodge \_\_\_\_\_ for the  
month of \_\_\_\_\_, 20\_\_\_\_\_.

Name Last First Middle Initial	Soc. Sec. Acct. No. or Payroll ID	Deduction Monthly Due	Acct. Initia. Or Assess.	No Deduction (Reason)

Total Deduction \_\_\_\_\_

\_\_\_\_\_  
Carrier Officer

Dues deducted from first pay period of \_\_\_\_\_ for  
(Month)  
\_\_\_\_\_ dues.  
(Month)

## SUPPLEMENT K

### ADDENDUM TO DUES DEDUCTION AGREEMENT

between the  
SOO LINE RAILROAD COMPANY  
and its employees represented by the

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

In accordance with the provisions of Article X of the National Agreement signed January 13, 1979, between carriers represented by the Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employees, the parties hereby amend the Dues Deduction Agreements of October 12 and November 15, 1973, to the extent necessary to provide for the deduction of employees' voluntary political contributions on the following terms and bases.

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

(b) Voluntary political contributions will be made monthly from the compensation of employees who have executed a written authorization providing for such deductions. The first such deduction will be made in the month following the month in which the authorization is received. Such authorization will remain in effect for a minimum of twelve (12) months and thereafter until cancelled by thirty (30) days' advance written notice from the employee to the Brotherhood and the Carrier by Certified Mail. Changes in the amount to be deducted will be limited to one change in each 12-month period and any change will coincide with a date on which dues deduction amounts may be changed under the Dues Deduction Agreement.

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

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



4. Concurrent with making remittance to the Organization of monthly membership dues, the Carrier will make separate remittance of voluntary political contributions to the Secretary- Treasurer of the Railway Clerks Political League, together with a list prepared in accordance with the present practice which satisfies the requirements of the Dues Deduction Agreement pertaining to the remittance of monthly membership dues, with a copy to the General Chairman.

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

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

For the  
SOO LINE RAILROAD COMPANY

By /s/ J. L. Gobel  
General Chairman

By /s/ A. W. Durtsche  
Director of Labor Relations

Minneapolis, Minnesota

June 13, 1979

ATTACHMENT A

INDIVIDUAL AUTHORIZATION FORM

Voluntary Payroll Deductions - Railway Clerks Political League

To: \_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

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

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

\_\_\_\_\_  
(Social Security Number)

SUPPLEMENT L

MEMORANDUM OF AGREEMENT  
between  
SOO LINE RAILROAD COMPANY  
and  
BROTHERHOOD OF RAILWAY, AIRLINE AND STEAMSHIP CLERKS, FREIGHT  
HANDLERS, EXPRESS AND STATION EMPLOYEES

IT IS AGREED:

Prior Maternity Leave Agreements are cancelled effective immediately, and concurrently therewith the following maternity leave policy is adopted.

Female employees, upon written request, will be granted leave of absence account pregnancy and such leaves shall not exceed a total of six (6) months. All maternity leaves hereunder granted are subject to the following conditions:

(1) Female employee must return to service at the end of six months from the start of her leave of absence. She may, upon written request, return to work at an earlier date. In no event shall the total leave of absence exceed six (6) months, except if complications follow the birth which are properly certified to by her physician, in which case, the leave will be extended to cover her period of illness.

(2) Female employee must obtain written certification from her physician that she is able to return to work after birth of child prior to being returned to work.

(3) Except as otherwise provided above, a female employee, who fails to return from maternity leave within the 6-month leave of absence, will forfeit all seniority and her name will be removed from the seniority roster(s).

This Agreement does not modify or in any manner affect Schedule rules, except as specifically provided herein.

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

For the  
SOO LINE RAILROAD COMPANY

By /s/ J. L. Gobel  
General Chairman

By /s/ A. W. Durtsche-  
Director of Labor Relations

## SUPPLEMENT M

### MEMORANDUM OF AGREEMENT between

### SOO LINE RAILROAD COMPANY and BROTHERHOOD OF RAILWAY, AIRLINE AND STEAMSHIP CLERKS, FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYEES

Effective Date: January 1, 1981

When an employee is required to attend instruction and/or examination classes on rules, regulations, and safety rules, the following will apply:

#### IT IS AGREED:

1. (a) An employee whose duties are subject to the Hours of Service Law, will be required to satisfactorily pass examinations on rules, regulations, and safety rules at such intervals as determined by management. The form and manner in which such instructions and/or examinations are to be scheduled and conducted will be determined by management.

(b) Failure of an employee to appear for scheduled instruction and/or examination will be considered the same as failure to pass the examination, except if failure to appear was a result of scheduled vacation, authorized leave of absence, or other conditions that were beyond his control. Where an employee is charged with such failure, he will be so notified in writing with a copy to his Local Chairman.

2. When an employee is required by the Carrier to attend instruction and/or examination classes on rules, regulations, and safety rules, he will be compensated for four hours at the straight time rate of pay of the last service he performed. Employees attending the instruction and/or examination classes during his tour of duty will receive no further compensation. No compensation will be allowed for further classes or examinations necessitated by the employee's failure to pass an examination.

3. Failure to pass an examination will result in the employee being withheld from positions which require an employee to be qualified on the rules.

4. The provisions of this Agreement will not apply where instructions and/or examination classes are given for promotion into a higher rank of service.

5. This Agreement shall become effective January 1, 1981, and does not in any manner affect Schedule rules and agreements now in effect, except as provided herein, and shall remain in effect and be subject to change by mutual agreement or

upon written notice by either party signatory hereto, in accordance with the provisions of the Railway Labor Act, as amended.

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

By /s/ J. L. Gobel  
General Chairman

For the  
SOO LINE RAILROAD COMPANY

By /s/ A. W. Durtsche  
Director of Labor Relations

SUPPLEMENT N

REQUEST FOR WAIVER OF FORMAL INVESTIGATION

\_\_\_\_\_, 20\_\_\_\_

Mr. \_\_\_\_\_

Carrier Officer

\_\_\_\_\_

Location

Dear Sir:

I hereby confirm my verbal request that formal investigation or hearing be waived on the following charge for which I have been instructed to appear for investigation:

I understand and agree to and accept assessment of the following to be placed on my personal record: (Show discipline assessed or if none, mark "none.")

APPROVED:

\_\_\_\_\_  
Duly Authorized Representative

\_\_\_\_\_  
Employee Under Charge

REQUEST GRANTED:

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Carrier Officer

\_\_\_\_\_  
Address

Date \_\_\_\_\_

Date \_\_\_\_\_

## SUPPLEMENT O

Memorandum of Agreement  
Between  
Minneapolis, St. Paul & Sault Ste. Marie  
Railroad Company

and

Order of Railroad Telegraphers  
American Train Dispatchers' Association  
Brotherhood of Locomotive Engineers  
Brotherhood of Locomotive Firemen & Enginemen  
Order of Railway Conductors  
Brotherhood of Railroad Trainmen

(1) It is hereby agreed that train and engine service employees will not be required to call the dispatcher for the purpose of receiving orders governing the movement of trains, and that train and engine service employees will neither be required nor permitted to copy train orders governing the movement of trains other than in emergencies as herein defined.

(2) Emergencies as herein specified shall include casualties or accidents, engine failures, wrecks, obstructions of tracks, washouts, tornadoes, storms, slides or unusual delays due to hot box or break-in-two that could not have been anticipated by dispatcher when train as at last previous telegraph office, which would result in serious delay to traffic.

(3) When no emergency exists, as above defined, an inquiry by train or enginemen as to the time or location of another train or in connection with their work, will not be considered a violation of this Agreement when it does not involve the transmission of train orders, messages of record, reports or "OS" of trains.

(4) It shall not be considered as a violation of this Agreement for train or enginemen to obtain necessary clearance at an automatic block or automatic interlocker signal in stop position due to signal failure, or for train or enginemen on branch line trains to obtain check of trains direct from the dispatcher, at junction points where a telegrapher is not now employed, but only on such trains as are due to arrive at such junction point after branch line train has passed the last telegraph or telephone office before arrival at junction.

/

S/ E. H. BUHLMAN  
Manager Personnel and Safety

/S/ M. E. HAGGERTY

General Chairman--ORT

/S/ A. C. PETERSON

General Chairman--ATDA

/S/ R. E. MORGAN

General Chairman--BLE

/S/ BROOK JONES

General Chairman--BLF&E

/S/ J. J. SIMONET

General Chairman--ORC

/S/ E. J. BRADY

General Chairman--BRT

November 28, 1945. Minneapolis, Minn.



## SUPPLEMENT P

MEMORANDUM OF AGREEMENT  
between  
SOO LINE RAILROAD COMPANY  
and  
THE MILWAUKEE ROAD INC.  
and their employees represented by the  
BROTHERHOOD OF RAILWAY, AIRLINE  
AND STEAMSHIP CLERKS

The purpose of this Agreement is to provide the terms and conditions governing the implementation of procedures for the control of train movements by communication directly between Train Dispatchers and the train and/or engine crew members on a given train with or without the involvement of a BRAC employee.

It is agreed that on or after the effective date of this Agreement the Carrier may implement the above referenced procedure of controlling and directing train movements in accordance with the following:

1. The Carrier will determine the territory within which the above referenced method of train movement control will be implemented. Not less than 30 days prior to implementation, a written notice specifying the territory to be governed and the effective date of implementation will be provided to the General Chairman and to the employees who will be affected thereby.
2. When a fully covered BRAC position is abolished concurrent with or within two (2) years of the implementation of the procedure of train movement control referenced herein, the Carrier will make available to operating employees in the same seniority district and home zone as the abolished position, separation payments or continuation allowances based on the following:
  - (a) The number of separation payments or continuation allowances offered will be equal to the number of positions abolished.
  - (b) The separation payments or continuation allowances will be available in seniority order to the regularly assigned employees occupying fully covered positions (as of the effective date of the abolishment referenced above) in the operating department which are headquartered in the same seniority district and home zone as the abolished position.
  - (c) Job abolishments wholly unrelated to the implementation of the train movement control procedures referenced herein, such as a consolidation or coordination of operations due to the acquisition of the Milwaukee

Road, shall not trigger the availability of the payments or allowances provided for in this section.

- (d) The available separation payments or continuation allowances will be bulletined to eligible employees identified in (b) above in accordance with the bulletin procedures of Schedule Rule 14(a) and will be awarded to the senior eligible employee making application therefor.

3. Eligible employees identified in 2(b) above shall have a right to elect one of the following options:

- (a) A monthly continuation allowance equivalent to 50% of the daily rate of the position to which regularly assigned multiplied by 21.75 days will be paid for sixty (60) months or until such employee is eligible for an unreduced annuity under the Railroad Retirement Act or is deceased, whichever occurs first.

Upon expiration of the continuation allowance the employee's resignation from the service of the Carrier and forfeiture of all seniority and employment rights shall become effective. Until such time, the employee shall be considered to be actively employed for the purpose of Health, Welfare, and Dental Plans benefits under the provisions of Rule 57 of the BRAC Schedule.

As a condition of obtaining a continuation allowance the employee shall agree not to exercise seniority rights during the period entitled to a continuation allowance, and such employee shall not be subject to call by the Carrier.

Before the continuation allowance is effective, the employee will exhaust all vacation earned by service performed in the prior year. The continuation allowance will be effective on the first day of the month following the month in which such vacation was exhausted.

During the time an employee is receiving a continuation allowance, no other payments shall be made. The Carrier will withhold and make payments to the Railroad Retirement Board from continuation allowances in the same manner as from active employees, to the full extent required or permitted by law, and the employee shall remain subject to Union Shop and Dues Deduction Agreements.

- (b) A lump sum separation payment equivalent to 360 times the daily rate of the position to which assigned will be paid. Employees who make application for a separation payment agree to resign and (in lieu of all other benefits and protection) accept such lump sum separation.

An employee who is awarded a lump sum separation payment under this subparagraph (b) shall, upon executing the resignation form, terminate his

seniority and employment relationship with the Soo and Milwaukee or their successor. The effective date of such termination shall be the date of execution of the resignation form, unless otherwise agreed upon by the parties hereto.

The separation payment shall be paid within sixty (60) days of termination of employment. The separation payment will be in addition to any vacation allowances and other compensation for service rendered due the employee as of the date of his separation. Seventeen (17) months Union Dues will be deducted from the separation payment.

4. Regularly assigned BRAC employees whose positions are abolished as a result of the implementation of direct control of train movements or those displaced and unable to hold a permanent position in their home zone as a result thereof shall be Protected Employees under Supplement R of the BRAC Schedule, irrespective of any provisions to the contrary therein, and such Protected Employees shall not forfeit any benefits of the Protective Agreement for a period of two (2) years from the date their position was abolished or they were so displaced should they reject positions outside their home zone offered in accordance with Article V of Supplement R.
5. It is understood Rule 2 and Supplement O of the BRAC Schedule will not apply on territory designated as direct train control territory; provided, however, Rule 2 and Supplement O shall continue to apply on territory over which train movements are not subject to control by the methods referenced herein.
6. In the event the Carrier and the Organization cannot settle any dispute or controversy with respect to the interpretation, application or enforcement of any provisions of this agreement, it may be referred by any party for resolution in accord with the provisions of Article XI of Supplement R to the BRAC Schedule.
7. This Agreement will be considered the final resolution of the Carrier's Section 6 Notice dated November 27, 1984, and final resolution of BRAC's Section 6 Notice dated January 30, 1985.
8. This Agreement does not modify or in any way affect Schedule rules or agreements, except as provided herein, and this Agreement will become effective July 1, 1985 and continue in effect thereafter subject to change in accordance with the provisions of the Railway Labor Act, as amended; provided, however, in the event a BRAC 401(k) or other similar plan acceptable to the parties is not established by October 1, 1985, this Agreement shall be null and void.

For  
BROTHERHOOD OF RAILWAY, AIRLINE  
AND STEAMSHIP CLERKS

By /s/ J. L. Gobel

For  
SOO LINE RAILROAD COMPANY

By /s/ C. W. Nelson

General Chairman

Assistant Vice President  
Labor Relations

By /s/ Wm. J. Van Kleek  
General Chairman

THE MILWAUKEE ROAD INC.

APPROVED:

By /s/ J. R. Werner  
Assistant Vice President Labor Relation

/s/ Robert M. Curran  
International Vice President BRAC

Effective: July 1, 1985

SUPPLEMENT Q

February 25, 1971

Mr. C. L. Dennis  
International President  
Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers,  
Express and Station Employees  
6300 River Road  
Rosemont, Illinois 60018

Dear Mr. Dennis:

Referring to Article VI - Absorbing Overtime of the Agreement signed today by the Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employees and the Carriers represented by the Eastern, Western, and Southeastern Carriers' Conference Committees and the National Railway Labor Conference:

Your organization has expressed the fear that this provision could be applied so as to require an employee to render assistance in the performance of work which might be considered hazardous or demeaning to that employee, or which might require clothing which that employee does not ordinarily wear, and in addition to one or more of the foregoing characteristics which would be foreign to the work which that employee ordinarily performs.

Examples of such applications of the provisions might be:

- (1) Assignment of a female office employee to perform outside work at a location which might place her in a position of unaccustomed hazard.
- (2) Assignment of a desk worker to perform labor such as cleaning cars that would require work clothing.
- (3) Assignment of an office employee whose ordinary assignment does not include the cleaning of lavatories or toilets to perform such work.

This letter is for the purpose of assuring you that it is not the intent of the carriers to apply Article VI – Absorbing Overtime in the manner herein outlined.

Yours very truly,

/s/ J. P. Hiltz, Jr.  
Chairman

## SUPPLEMENT R

### EMPLOYEE PROTECTIVE AGREEMENT

This agreement is between Soo Line Railroad Company (Soo), The Milwaukee Railroad Inc. (MRI), and employees represented by the Brotherhood of Railway and Airline Clerks (B.R.A.C.).

The purpose of this agreement is to provide pursuant to 49 U.S.C. Section 11347 of the Interstate Commerce Act, as amended, and the Milwaukee Restructuring Act for fair and equitable arrangements to protect the interests of employees affected by Order No. 809 in Proceedings for the Reorganization of a Railroad, U.S.D.C. (N.D. Ill., Eastern Div.), File No. 77 B 8999; and to enable the expanded railroad system created by the Soo's Acquisition to be operated as one completely integrated railroad.

#### ARTICLE I - DEFINITIONS

Definitions. Whenever used in this agreement unless its context requires otherwise:

(a) "Railroad" means the Soo Line Corporation and its subsidiaries or affiliates, either before or after the Acquisition.

(b) "Milwaukee Road" means the Estate of the bankrupt Chicago, Milwaukee, St. Paul and Pacific Railroad Company.

(c) "Employee" means a person with an employment relationship with the Railroad as of February 19, 1985 or thereafter (including such Employees who are furloughed or who are on leave of absence with right to return to service), whose rates of pay, rules and working conditions are subject to the Soo B.R.A.C. Schedule Agreements dated January 1, 1982 and the MRI B.R.A.C. Schedule dated July 1, 1975, or the combined Schedule effective July 1, 1985, or a person with an employment relationship with the Railroad on February 19, 1985 or thereafter, whose rates of pay, rules and working conditions are not subject to the BRAC Schedule Agreement, who retains, in accordance with the applicable Schedule Agreement, a right to return to service subject to such BRAC Schedule.

(d) "Acquisition" means the acquisition of the Core Assets of the Milwaukee Road by the Railroad pursuant to the Order 809 of the Reorganization Court in U.S.D.C. (N.D. Ill., Eastern Div.) File No. 77 B 8999 on February 19, 1985.

## ARTICLE II - PROTECTED EMPLOYEES

### Section 1.

(a) Except as provided in paragraph (c) below, all Employees who have an employment relationship on the effective date of this agreement or thereafter shall become "Protected Employees" in accordance with the following:

(1) Employees with one (1) or more years of service with the Railroad or with the Milwaukee Road as of February 19, 1985, will become Protected Employees on the effective date of this agreement.

(2) Employees with less than one (1) year of service with the Railroad or the Milwaukee Road as of February 19, 1985, and Employees hired by the Railroad after February 19, 1985, shall become Protected Employees as of the date the Employees complete six (6) years of continuous service with the Railroad and acquire a permanent position under the B.R.A.C. Schedule. Prior to becoming Protected Employees hereunder Employees with less than one (1) year of service as of February 19, 1985, shall be entitled to the protective benefits of Appendix B to the Reorganization Court's Order No. 809, in accordance with the terms and conditions thereof.

(b) After the effective date of this Agreement, "Protected Employees", as defined herein, will be guaranteed the compensation hereinafter provided subject to the terms and conditions of this agreement until such time as they leave the service of the Railroad by natural attrition.

(c) All Employees of the Railroad who have an employment relationship with the Railroad on the date their protection would otherwise be effective under this Article, who were on leave of absence (including sickness), who occupied official positions or who were in a fully excepted status, shall be termed "Protected Employees" upon return from leave of absence or date of return from official position or excepted status, and shall, subsequent to that date, be guaranteed the compensation hereinafter provided, subject to the terms and conditions stipulated herein, until such time as they leave the service of the Railroad by natural attrition.

(d) For the purpose of this Agreement, the term "natural attrition" is defined as a Protected Employee leaving the service of the Railroad by reason of retirement, resignation, death, dismissal for cause in accordance with existing agreements, dismissal for failure to comply with the terms of the Union Shop Agreement, or forfeiture of seniority in accordance with the applicable Schedule rules, provided that Employees who are later returned to service with seniority restored will be subject to this Agreement as of the date of restoration.

### Section 2.

Notwithstanding other provisions of this Agreement, the Railroad shall have the right to make force reductions and reduce the right of the Protected Employee to a guarantee payment for each day lost under emergency conditions such as flood,

snowstorm, hurricane, tornado, earthquake, fire or labor dispute, provided that operations are suspended in whole or in part and provided further that because of such emergencies the work which would be performed by the incumbents of the positions to be abolished or the work which would be performed by the employees involved in the force reductions no longer exists or is not performed; provided, however, that in no event shall a Protected Employee who withholds services be entitled to payment of a guarantee on any day he withholds his services pursuant to a labor dispute and otherwise could have worked. When forces have been so reduced and thereafter operations are restored, Protected Employees entitled to preservation of employment must be recalled upon termination of the emergency. Guarantee payments may be suspended for unemployed Protected Employees during the emergency period but upon termination of the emergency their guarantee payments must be restored.

### ARTICLE III - COMPENSATION DUE PROTECTED EMPLOYEES

#### Section 1.

(a) For purposes of calculating a guarantee hereunder a Protected Employee:

- (1) who is assigned to a permanent position under the B.R.A.C. Agreement on the date he becomes a Protected Employee, or
- (2) who was a Protected Employee on February 19, 1985, under Appendix 8 (May 1, 1974 Agreement) between the Milwaukee Road and B.R.A.C., or under the May 18, 1981 Job Protection Agreement between the Soo Line and B.R.A.C., or

NOTE: Protected Employees described in this subparagraph (2) who are not assigned a permanent position on February 19, 1985, shall be deemed to have been assigned their last held permanent position prior to February 19, 1985.

- (3) who is not described in (1) or (2) above, but who, in the twelve calendar month period preceding February of 1985, worked 217 days on a position subject to the scope of the B.R.A.C. Schedule (for purposes of calculating the 217 days, paid sick days, paid vacation days, paid holidays, paid personal leave days and paid jury duty days shall be considered days worked),

shall be guaranteed by the Railroad a daily rate equivalent to the daily rate of the position to which assigned or deemed assigned (See Note to (2) above) on the date he becomes a Protected Employee or if unassigned on February 19, 1985, equivalent to the average daily rate of the positions subject to the scope of the B.R.A.C. Agreement worked in the twelve (12) month period prior to February of 1985.

The Protected Employee shall be entitled to a guarantee in each semimonthly pay period equal to his guaranteed daily rate of pay multiplied by the number of



workdays and holidays falling in the semimonthly pay period, and each Protected Employee shall receive no less than this amount each pay date.

NOTE 1: Employees not holding bulletined positions and employees assigned to the GREB Board shall be deemed to have rest days of Saturday and Sunday for the purpose of calculating the number of work days within their semi-monthly pay period.

NOTE 2: For the purpose of this Agreement only, monthly rates of pay shall be converted into daily rates by multiplying the monthly rate by twelve (12) and dividing the total by two hundred sixty-one (261) for a position assigned to work five (5) days per week and by three hundred twelve (312) for a position assigned to work six (6) days per week. Hourly rates of pay shall be converted into daily rates by multiplying the hourly rate by eight (8). The rate of pay for purpose of calculating the guarantee for a Protected Employee holding a regular relief assignment shall be the average daily rate of the positions relieved in such weekly assignment. The rate of pay for purpose of calculating the guarantee for a Protected Employee holding a guaranteed rotating extra board position shall be the average daily rate of the positions relieved on the guaranteed rotating extra board in the ninety (90) day period last worked prior to becoming a Protected Employee.

(b) Notwithstanding the provisions of (a) above, an employee hired subsequent to the date of this Agreement, who is a "protected employee" in accordance with Article II, section a(2), as amended, will be entitled to a guaranteed daily rate equivalent to the following percent of the daily rate of the permanent position to which assigned on the date he becomes a Protected Employee:

6 to 7 years of service	65%
7 to 8 years of service	75%
8 to 9 years of service	85%
9 to 10 years of service	95%
10 or more years of service	100%

## Section 2.

(a) For the purpose of calculating a guarantee hereunder, Protected Employees not described in Section 1 above, shall be guaranteed by the Railroad an average daily rate which shall be equivalent to the average daily rate of all of the positions subject to the scope of the B.R.A.C. Agreement worked in the last twelve (12) months immediately preceding February of 1985. (If the average daily rate is less than the daily rate of the lowest rated position in the office or department in which employed immediately following February 19, 1985, the daily rate of such lowest rated position shall be used as the minimum daily rate.) The average daily guaranteed rate thereby determined shall be paid to such Protected Employee for that number of days in each semimonthly pay period which is computed as follows:

(1) The number of guaranteed workdays in a semimonthly pay period shall be determined by dividing by eight (8) the total straight time hours paid for in the twelve (12) calendar months immediately preceding February of 1985. The number of working days thereby determined will be divided by twenty-four (24) and the quotient shall be the average number of workdays in the semi-monthly pay period for which the Protected Employee would be entitled to a guarantee.

NOTE: For purposes of calculating the number of workdays in a semimonthly pay period for which a Protected Employee will be entitled to a guarantee, straight time hours paid for shall be increased by (1) the number of hours, during the applicable twelve month period, for which the Protected Employee received vacation pay, holiday pay, bereavement or personal leave day pay, jury duty pay, or sick pay, (2) to the extent that the Employee could have otherwise worked during the period of absence, the number of hours that the Protected was on an approved medical leave of absence, or on leave to participate in organization business, or (3) the number of hours that the Protected Employee was suspended from service for cause.

(b) When a Protected Employee described in (a) above is assigned to a permanent position, the guarantee will be recomputed using the daily or monthly rate of such assignment and subsequent guarantees will be in accord with Section 1(a) hereof (unless his daily guarantee, computed in accord with Section 2(a), is greater, in which case that guarantee will control).

### Section 3.

Protected Employees returning from official positions or fully excepted status, absent account of sickness and/or leave of absence, who have not established a guaranteed daily rate in accordance with the foregoing Sections 1 and 2, shall be thereafter guaranteed the rate of the permanent position occupied upon return to active service.

### Section 4.

In the event any Protected Employee is receiving a higher guaranteed rate established under a former Protective Agreement, such higher rate shall be used for the purpose of determining his guarantee under this Agreement. All guaranteed rates, however established, shall be adjusted to reflect subsequent general wage and C.O.L.A. adjustments negotiated by the parties.

### Section 5.

In the exercise of seniority a Protected Employee shall be expected to occupy any available position in his home zone, including any guaranteed extra board positions headquartered in his home zone (excluding those temporary vacancies which do not require bulletining), rated equal to or in excess of his guarantee, provided that a Protected Employee who is regularly assigned to either a temporary or permanent position shall not be required to occupy any temporary position, whether bulletined or

not, in order to protect his guaranteed rate. In the event the Protected Employee is unable to obtain a position rated equal to or in excess of his guarantee, he shall be expected to occupy the highest rated position available to him in his home zone. If a Protected Employee fails to exercise his seniority rights to secure an available position in his home zone for which he has the seniority and qualifications (or has been notified in writing that he has the fitness and ability to become qualified) in accord with the above requirements, he shall thereafter be treated, for the purpose of calculating his guarantee, as occupying the position which he elects to decline.

NOTE: In consideration of the fact "C" positions are exempt from the application of Rule 8, it is agreed that protected employees who do not submit application for vacancies in "C" positions will not be treated as occupying the position for purposes of application of Article III, Section 5 and Article V, Section 1(c) of Supplement R.

#### Section 6.

The guaranteed minimum earnings hereby established shall not be reduced in any pay period except when a Protected Employee fails to work due to voluntary absences, disability, discipline, leave of absence, military service or during any period he holds a position not subject to the B.R.A.C. working agreement, except as provided herein.

#### Section 7.

Time worked in excess of eight (8) hours per day or five (5) days per week shall be paid at the rate of the position worked, at overtime rates, and shall be in addition to the greater of the Protected Employee's guaranteed rate or rate of the position worked. Payment for holidays, vacations, sick leave, bereavement leave, personal leave days, jury duty and other similar payments will be at the rate of the position worked or to which assigned or the guaranteed rate, whichever is the greater.

### ARTICLE IV - HOME ZONES OF PROTECTED EMPLOYEES

#### Section 1.

(a) The home zone of a Protected Employee is the territory within a thirty (30) mile radius surrounding the Protected Employee's headquarters point or assigned work location, except as otherwise provided in Appendix 1 to this Agreement.

(b) Until a Protected Employee has relocated to a work location or headquarters outside of the home zone he occupied on the date he became a Protected Employee under this Agreement, that Protected Employee's home zone will not change.

(c) A Protected Employee will not be considered as entitled to change his place of residence unless he obtains a permanent position outside his home zone which is in excess of thirty (30) normal route miles from the Protected Employee's former headquarters point or work location and farther from the Protected Employee's

residence than was the former headquarters point or work location. The home zones for Protected Employee changing their place of residence will be their newly assigned headquarters point or assigned work location.

## ARTICLE V - UTILITY EMPLOYEES

### Section 1.

(a) A "Utility Employee" is a Protected Employee who, through the exercise of seniority, cannot hold a bulletined assignment (either regular, relief, temporary or seasonal) in his home zone for which he is qualified or has the fitness and ability to become qualified and who has not forfeited the benefits due under this Agreement.

(b) Utility Employees will be called for service from the Extra List to which assigned in accordance with the provisions of Extra List Rule 18. If the Extra List upon which the Utility Employee has been placed offers inadequate employment for the Utility Employee, the Railroad may by ten (10) day's written advance notice designate another Extra List in the home zone where there is adequate employment. If there are no Extra Lists or inadequate work from any Extra List in the home zone the Railroad may designate the facility, department, office or railroad location where the Utility Employee will be employed in his home zone in any seniority district. Designations made by the Railroad under this Section 1 may not be changed without a ten (10) day written advance notice.

(c) A Utility Employee may be required, upon receiving due notice in writing from the Railroad, to take an available regular, relief, temporary or seasonal position in his home zone for which he is qualified or has the fitness and ability to become qualified, whether in his seniority district or another, consistent with existing seniority rules. Available regular, relief, temporary or seasonal positions shall be offered to the Utility Employees in the home zone in seniority order; however, the requirement to accept the position shall be in the reverse order of seniority. A Utility Employee who refuses to take an available regular, relief, temporary or seasonal position in his home zone for which he is qualified, or has the fitness and ability to become qualified, shall forfeit all of the benefits of this Agreement, commencing with the first day scheduled to work the refused position and continuing until such time as the refused position is discontinued, or unavailable to him, or he secures another available position; provided, however, if the Railroad must use an unprotected employee (including a new hire) to fill the position, the Utility Employee will forfeit all the benefits of this Agreement until such time as he secures a permanent, bulletined position.

NOTE: In consideration of the fact "C" positions are exempt from the application of Rule 8, it is agreed that protected employees who do not submit application for vacancies in "C" positions will not be treated as occupying the position for purposes of application of Article III, Section 5 and Article V, Section 1(c) of Supplement R.

(d) Where the Railroad has excess Utility Employees in a home zone it may, in writing, request the junior Utility Employee to take an available regular or relief position for which he is qualified, or has the fitness and ability to become qualified, in his seniority district which is outside his home zone providing no other Protected Employee has made application for the available position. Such requests will be made to junior Utility Employees in the nearest home zone where there is an excess of Utility Employees. The junior Utility Employee required to accept a regular or relief position for which he is qualified, or has the fitness and ability to become qualified, in another home zone in the seniority district must exercise one of the following options within twenty (20) calendar days of such written request:

- (1) Make the transfer with all the benefits contained in Article IX, Sections 1 and 2.
- (2) Forfeit all of the benefits of this Agreement for a period of six (6) months.
- (3) Accept separation allowance as provided in Article VIII, Section 1.

NOTE: Employees hired in District No. 6 with a seniority date subsequent to this agreement may, once said employees become protected under Supplement "R", be offered under the provisions of supplement "R", Article V, Section 1(d) positions referenced therein in Seniority Districts 1-6.

NOTE: For the purpose of filling unfilled position in Seniority District No. 6, it was understood the Carrier would implement the provisions of Article V, Section 1(c) by offering a position specified therein to all the Utility Employees with a Minneapolis/St. Paul Home Zone in District 2 and 3, the requirement to accept shall be upon the junior Utility Employee with a Minneapolis/St. Paul Home Zone from District 2 and 3 combined.

It was further understood and agreed that in the event there are no employees available in this home zone as specified in the above paragraph, the Carrier may, in the application of Supplement R, Article V, Section 1(d), offer position specified therein in District No. 6 to Utility Employees in District No. 3 as provided therein.

(e) A Utility Employee who has forfeited the benefits of this Agreement under paragraph (d)(2) of this Section may have the benefits of this Agreement restored prior to the expiration of six (6) months if he secures a regular, relief, temporary or seasonal position, as of the first date he works the position.

(f) If in the application of paragraph (d) of this Section the junior Utility Employee elects Option (2) or (3), the available position may be offered to other Utility Employees in that home zone, but such other Utility Employees shall not be required to forfeit any benefits of this agreement should they elect not to accept the position offered and shall have no right to elect a separation allowance under Option (3), but if the offer is accepted will be entitled to Option (1).

(g) Any Utility Employee who has previously rejected an offer under (d) above, which entitled him to the three options therein, shall, upon rejecting a second such offer in accordance with (d), which includes all three options, forfeit all the benefits of this Agreement until such time as he secures a permanent position.

## Section 2.

(a) Where the Railroad has excess Utility Employees in a home zone it may, in writing, request a Utility Employee, in reverse order of seniority, to perform other reasonably comparable employment in his home zone for which he is physically and mentally qualified, on a position in a different craft or class, providing such assignment does not infringe on the labor contracts of employees in other crafts. Should an infringement occur, the offered employment will be nullified.

(b) A Utility Employee requested to accept other reasonably comparable employment, as specified in (a) above, must accept such employment or be treated as occupying the position declined for a period not to exceed six (6) months from the date first scheduled to work the declined position. A Utility Employee who has declined employment in another craft or class will not be treated as occupying the declined position prior to the expiration of the six (6) months if he secures a regular, relief, temporary or seasonal position as of the first date he works such position.

(c) If, in the application of paragraph (a) of this Section, the junior Utility Employee declines an available position in a different craft or class, the available position may be offered to the other Utility Employees, but such other Utility Employees will not be required to forfeit any benefits of this Agreement should they elect not to accept the position offered.

(d) Protected Employees accepting employment in another craft or class in accordance with paragraph (a) of this Section shall continue to receive compensation due Protected Employees under Article III of this Protective Agreement, less earnings in such other craft or class, and will be allowed holiday pay, jury duty, sick and bereavement leave, personal leave days, vacations, health and welfare and dental benefits in accordance with the BRAC Working Agreement when such benefits are superior to those provided in the agreement governing the other craft or class, but there shall be no duplication of such benefits. Protected Employees accepting employment pursuant to this Section 2 will be subject to the BRAC Union Shop Agreement until required to pay dues under the Union Shop Agreement governing the craft or class where the Protected Employees have accepted employment.

## Section 3.

(a) Where the Railroad has excess Utility Employees in a home zone it may, in writing, request a Utility Employee, in reverse order of seniority, to perform other work which is reasonably comparable to work clerical employees may perform on the Soo Line Railroad for which the employee is qualified or qualifiable at work locations off the

premises of the Railroad or for non-railroad subsidiaries of the Railroad (hereinafter "off premises work"), but in the employee's home zone.

The "off premises work" must be in accordance with the following terms and conditions:

- (1) The general working conditions (including hours of work, work location, workdays and rest days) must be reasonably comparable to the general working conditions under which the Protected Employee was working on the effective date of this Agreement.
  - (a) Reasonably comparable off premises work for a Protected Employee who voluntarily exercises seniority to another seniority district subsequent to the effective date of this Agreement will be that which is reasonably comparable to the general working conditions in either seniority district.
  - (b) Should the employee's commute to the work location of the off premises work not be reasonably comparable to the commute he had from his residence to his headquarters point on the date he became a Utility Employee, the Railroad must make suitable arrangements for transportation from the protected Employee's headquarters point or residence to the work location, or at the option of the Employee, pay expenses in lieu thereof under Rule 55 of the TCU Schedule.
- (2) The work shall extend for a period of not less than one week.
- (3) The workweek will be Monday through Sunday with two (2) consecutive rest days.
- (4) The Protected Employee shall receive reasonable advance notice of the work location of a new assignment, but in no event less than 12 hours in advance of starting time.

Railroad may only offer the Protected Employee such employment after written notice has been provided to the General Chairman describing the proposed employment, and, if requested within ten (10) days of such notice, a conference has been held to discuss the Railroad's offer. If the General Chairman refuses to discuss the offer or does not concur that the employment offered by the Railroad meets the criteria established in this section, the Railroad may proceed with its offer to the Protected Employee and the dispute may be referred by either party within thirty (30) days of the Railroad's written notice to the Special Board of Adjustment, referred to in Article XI hereof. The Special Board of Adjustment may not address the Railroad's right to offer such employment, but must confine its review to whether or not the employment offered meets the criteria established in this section. In the event the Special Board of Adjustment decides that the employment offered does not meet the criteria established in this section, the Protected Employee shall be entitled to an amount equal to one and one-half (1-1/2) times any guarantee which he forfeited by a refusal of the employment,

or an additional amount equal to one-half (1/2) his daily guarantee for each day he worked such employment.

(b) A Utility Employee requested to accept other reasonably comparable off premises work must accept such employment or be treated as occupying the position declined for its duration, but in no event for a period exceeding six (6) months from the date first scheduled to work the declined position. A Utility Employee who has declined employment off the premises of the Railroad will not be treated as occupying the declined position prior to the expiration of the above period if he secures a regular, relief, temporary or seasonal position as of the first date he works such position.

(c) If, in the application of paragraph (a) of this Section, the junior Utility Employee declines available off premises work, the work may be offered to the other Utility Employees, but such other Utility Employees will not be required to forfeit any benefits of this Agreement should they elect not to accept the work offered.

(d) Protected Employees performing off premises work in accordance with this Section 3 shall be paid by the Railroad at a rate equivalent to their guaranteed daily rate calculated under Article III, plus overtime due under BRAC Schedule rules, if any, and shall be allowed holiday pay, jury duty, sick and bereavement leave, personal leave days, vacations, health and welfare and dental benefits in accordance with the BRAC Working Agreement. Protected Employees accepting employment pursuant to paragraph (a) of this Section will continue to be subject to the BRAC Union Shop Agreement. The payment received by the Railroad from other parties for the work performed by Protected Employees pursuant to paragraph (a) of this Section shall be the sole property of the Railroad.

NOTE: Nothing contained in Section 2 or 3 hereof shall in any way interfere with the Protected Employee's right to exercise his BRAC seniority at any time in accordance with existing rules without forfeiting any benefits hereunder.

## ARTICLE VI - TRAINING

### Section 1.

(a) Protected Employees who possess the necessary fitness and ability may be offered training by the Railroad in order that they may thereafter be assigned employment for which they are not immediately qualified.

(b) Training shall be of a type and nature which shall prepare the Protected Employee to fulfill the minimum qualifications of the employment for which the training is provided.

(c) The cost of training, including instruction or tuition, textbooks, and study material and supplies, shall be borne by the Railroad.



(d) Protected Employees shall be compensated for such training either at the rate of pay of the position to which assigned or at his protected rate, whichever is greater.

(e) Upon successful completion of training the Protected Employee may be offered, and must accept, employment in the position for which trained, in his home zone in accordance with his seniority, but will not have his protected rate reduced. A Protected Employee who refuses to accept such employment will forfeit entitlement to benefits hereunder until such time as he obtains a permanent bulletined position.

## Section 2.

Extra List and GREB Employees may be assigned by the Railroad to on-the-job or classroom training for BRAC positions subject to the following requirements:

(a) Such training and instruction will be without cost to the Employee and he shall be paid at the pro rata rate of the position on which being trained, or at his protected rate, if applicable, except that an unprotected employee shall have his daily rate due reduced \$4.00 per day.

(b) When assigned to train at a point away from his headquarters, the Employee shall be entitled to expenses pursuant to Rule 55.

(c) The Employee may not be assigned to more than one away from home location per week for training nor shall the Employee be required to remain away from his home location for more than twelve (12) consecutive days.

(d) The Employee shall be trained at the point nearest to his assigned work location or headquarters point at which equipment and personnel required for the necessary training are available.

(e) Any Employee who is assigned to training shall be subject to rule 42(a) and each training day shall be considered as a start for all purposes under the rules.

## ARTICLE VII - CHANGES IN OPERATION

### Section 1.

The Railroad shall have the right to place into effect any and all changes necessary to effect an efficient operation of the Soo and MRI as a coordinated system, including the right to transfer work from one position or location to another within a seniority district as well as between seniority districts and the right to transfer positions from one work location to another within a seniority district, as well as between seniority districts; provided, however, changes and transfers subject to this section will not conflict with the scope and general rules of the B.R.A.C. Schedule Agreement.

### Section 2.

(a) When the Railroad contemplates a change involving five (5) positions or more held by Protected Employees, no less than forty-five (45) days' written notice of such intended change shall be given, via certified mail, to the General Chairman involved. Thirty (30) days' written notice shall be given to the Protected Employees initially affected at their place of employment. When the contemplated change involves fewer than five (5) positions held by Protected Employees, written notice shall be furnished the General Chairman no less than thirty (30) days in advance of such change and the Protected Employees initially affected shall receive at least ten (10) days' advance notice. The notice shall contain a complete description of the change to be effected, including an estimate of the number of Protected Employees in each job classification who will be affected by the intended change and a listing of all positions involved, including incumbents, hours, rates of pay, and locations.

(b) The parties shall meet within ten (10) days after notice is served to reach agreement as may be necessary on the transfer and use of employees, rates of pay and allocation or rearrangement of forces made necessary by the contemplated change.

(c) Changes involving the abolishment of positions no longer required in the operation of the Railroad, the transfer or reassignment of work within a department or office, changes in rest days or hours of assignment, or changes that occur as a result of fluctuations, rises and falls in volume or character of traffic, are not deemed changes for which a notice under Section 2(a) would be required, but, instead, are to be handled in accordance with B.R.A.C. Schedule Rules.

### Section 3.

An implementing agreement covering the contemplated change will not be necessary prior to the Railroad effecting a change on which notice has been given. If the parties are unable to agree on the rates of pay or on the allocation or rearrangement of forces, within the applicable thirty (30) or forty-five (45) days' period, the Railroad may at any time thereafter make the change and either party may refer the dispute to the Special Board of Adjustment referred to in Article XI hereof, which decision shall be final and binding on the parties hereto. If the Special Board of Adjustment rules in favor of the Organization on a rate of pay issue, the rate of pay shall be retroactive to the date the change was made to the Protective Employee or Protected Employees involved for the interim period. If the Special Board of Adjustment rules in favor of the Railroad, the rate established shall become the effective rate of the position on the date of the decision.

### Section 4.

Protected Employees entitled to change their place of residence due to changes made as provided by this Article shall have twenty (20) days from the date notified to elect one of the options set forth below:

(a) Transfer, in accordance with their seniority, and receive the moving expenses and transfer allowances provided in Article IX;

(b) Displace in seniority district; provided, however, if such displacement involves a Change of Residence, prior approval from the Railroad would be required for the Protected Employee to be eligible for the relocation benefits in Article IX. If the Railroad does not approve, the Protected Employee may relocate without the benefits of Article IX, or may exercise seniority in his home zone, or if unable to hold a position in his home zone becomes a Utility Employee and will continue to receive the monetary protection provided in Article III subject to the terms and conditions stipulated herein;

(c) Not transfer, and, if unable to obtain a permanent position within his home zone, voluntarily suspend the monetary protection provided in Article III until such time as he is again assigned to a regular, relief, temporary or seasonal position.

(d) Elect to take a separation allowance as provided in Article VIII, Section 1.

## ARTICLE VIII - SEPARATION ALLOWANCE

### Section 1.

(a) Protected Employees who accept a separation allowance pursuant to the provisions of this Agreement shall resign and the separation allowance will be in lieu of all other protection, benefits, or rights provided under this Agreement.

(b) The amount of separation allowances shall be calculated as follows:

Less than 5 years of service	270 days
5 or more years of service	360 days

(c) The term eligible Protected Employees as used in this Section means a Protected Employee who, on the date the allowance is offered or the Employee becomes entitled thereto, is then in active service under the B.R.A.C. Schedule Agreement and is qualified to continue in service as a Protected Employee.

(d) The acceptance of the separation allowance shall be at the option of the eligible Protected Employee. Acceptance shall be in writing, shall be irrevocable and shall be received by the Supervisor offering the allowance within fifteen (15) calendar days of receipt of such offer.

(e) An eligible Protected Employee who elects to accept and is awarded an allowance shall thereupon terminate his seniority and employment relationship with the Railroad. The effective date of such termination shall be a date specified by the Railroad, which shall be within thirty (30) days of the date the offer is accepted by the Protected Employee, unless otherwise agreed by the parties hereto. A minimum of fifteen (15) calendar days' advance written notice of the date of termination of employment shall be given the Protected Employee offered this allowance.

(f) The allowances provided in this Section shall be paid within sixty (60) calendar days of the date of the termination of employment, except that at the option of

such Protected Employee the allowance may be paid in two (2) or three (3) installments as agreed between the Railroad and Protected Employee prior to the date of termination.

(g) The separation allowance provided for herein will be in addition to any vacation allowance to which a Protected Employee is entitled as of the date of his separation.

(h) If an employee is granted a separation allowance as provided in this Article, seventeen (17) months Union Dues will be deducted from the initial separation payment.

#### ARTICLE IX - MOVING EXPENSES - REAL ESTATE BENEFITS

A Protected Employee who changes the point of his employment pursuant to Articles V and VII hereof, requiring a change of residence, shall be entitled to the following:

##### Section 1.

(a) The Protected Employee shall be reimbursed for all actual and reasonable expenses of moving his household and other personal effects from said residence, for the traveling expenses of himself and members of his family, including living expenses for himself and his family, and for his own actual wage loss, not to exceed six (6) working days.

NOTE: An employee entitled to Section 1(a) could, by notifying his immediate supervisor, elect to utilize a maximum of three (3) working days (without loss of pay) of the six (6) working day allowed for moving for the purpose of conducting a house-hunting trip prior to the date of transfer.

If the employee elects this option, the employees will be allowed round trip coach class airfare for themselves and spouse or roundtrip mileage expense (type of transportation to be determined by the Carrier). In addition, said employee will be allowed a \$100 per day per diem for all three (3) days.

(b) The ways and means of transportation shall be agreed upon in advance by the Railroad and the affected Protected Employee or his representatives.

(c) Should the Protected Employee die within two (2) years of the date of transfer, his spouse and/or dependent children may elect to return to the area of his former residence, in which event they will be entitled to the moving benefits of this Section 1.

NOTE 1: An employee will receive the authorized mileage allowance for transporting not to exceed two personal motorized vehicles by the

most direct route between his former home and his new location. Automobiles and boats will not be authorized for shipment in moving van.

NOTE 2: An employe may elect to receive a cash payment equal to the moving company's estimate to move household and other personal effects, with a maximum of \$5,000 which shall be paid within 30 days of actual relocation of residence.

(d) In addition, such Protected Employee shall receive a transfer allowance of \$6,000 paid on the following schedule:

(1) \$3,000 payable within 30 days after the date of transfer.

(2) \$1500 payable 8 months after the date of transfer.

(3) \$1500 payable 16 months after the date of transfer.

(4) In the event of retirement, death, permanent disability or subsequent relocation in accordance with Articles V and VII hereof, the affected Protected Employee or his estate shall be paid as if he had completed all the prescribed work periods.

## Section 2.

(a) If the Protected Employee owns his own home (including a Protected Employee under a contract to purchase his home) in the locality from which he is required or requested to move, he shall, at his option, be reimbursed by the Railroad for any loss suffered in the sale of his home for less than its fair market value, including all of the usual and customary closing costs to the seller, such as real estate commission paid to a licensed realtor (not to exceed \$6,000 or 7 per centum (7%) of sale price, whichever is less), title insurance fee, revenue stamps and pre-payment penalty on existing mortgages, but not to include the payment of any "points" by the seller. In each case the fair market value of the home in question shall be determined as of a date sufficiently prior to the date the Protected Employee is required to move so as to be unaffected thereby.

(b) The Railroad shall in each instance be afforded an opportunity to purchase the home at such fair market value before it is sold by the Protected Employee to any other person. If the home is not sold within thirty (30) days of the date of the agreed upon appraisal the Railroad will, after receiving a request from the Protected Employee in writing, purchase the home at its fair market value or designate a Relocation Company who will purchase the home at its fair market value and finalize the transaction with the Protected Employee within thirty (30) days of the request upon receipt of appropriate title evidence and vacating of the premises.

An employee who desires to avail himself/herself of this option must include in listing agreement with any Realtor the following provision:

“It is understood and agreed that regardless of whether an offer is presented by a ready, willing and able buyer:

- (1) No commission or compensation shall be earned by, or be due and payable to, broker until the sale of the property has been consummated between seller and buyer, the deed delivered to the buyer and the purchase price delivered to the seller; and
- (2) The sellers reserve the right to sell the property to Royal LePage Relocation Services International Inc., during the currency of this Agreement, and the seller shall not be liable for the payment of any commission or other compensation. It is further agreed that, after acceptance of the guarantee offer, if a sale of the Property to a third party buyer is arranged during the term of this listing agreement, Royal LePage Relocation Services International Inc. will receive 30% of the listing portion of the commission based on the gross sale price (after real estate board fees) as a service fee.

Furthermore, if an offer is obtained by the seller prior to their acceptance of the guarantee offer from Royal LePage and Royal LePage is required to either accept assignment of the sale, or assist in the closing or the preparation of closing, the service fee will also apply as set out. This fee is payable without respect to any other agreements whether verbal or written entered into by either seller or realtor. This Listing Agreement may be terminated without cost or penalty when royal LePage assumes marketing control of the property.”

(c) Within thirty (30) days of the date the Protected Employee is required to move, he may elect to waive the provisions of paragraph (a) of this section and to receive, in lieu thereof, an amount equal to 15% of the fair market value of the Protected Employee's owned home, not to exceed \$14,000.

(d) If the Protected Employee is under a contract to purchase his home, the Railroad shall protect him against loss to the extent of the equity he may have in the home and, in addition, shall relieve him from any further obligation under his contract.

(e) If the Protected Employee holds an unexpired lease of a dwelling occupied by him as his home, the Railroad shall protect him from all loss and cost in securing the cancellation of said lease or shall have the option of assuming the lease.

(f) No claim shall be paid under the provisions of this Article, unless such claim is presented to the Railroad within one (1) year of the Protected Employee's first day of work at the new work location. This one year period shall be extended ninety (90) days beyond the date of final determination of any dispute under paragraph (f) hereof.

(g) Should a controversy arise in respect to the fair market value of the home, the loss sustained in its sale, the loss under a contract for purchase, the loss and cost in securing termination of a lease, or any other question in connection with these matters, it shall be decided through joint conference between the Protected Employee, or his representative, and the Railroad. In the event they are unable to agree, the dispute or controversy may be referred by either party to a board of competent real estate appraisers, selected in the following manner: One to be selected by the Protected Employee and one by the Railroad, and these two, if unable to agree within thirty (30) days upon a valuation, shall endeavor by agreement within ten (10) days thereafter to select a third appraiser, or to agree to a method by which a third appraiser shall be selected and failing such agreement, either party may request the Society of Residential Appraisers to designate within ten (10) days a third appraiser whose designation will be binding upon the parties. A decision of a majority of the appraisers will be required and said decision shall be final and conclusive. The salary and expenses of the third or neutral appraiser, including the expenses of the appraisal board, shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the compensation of the appraiser selected by such party. Any dispute or controversy arising under the terms of this paragraph must be instituted by the Protected Employee within one (1) year of the Protected Employee's first day of work at the new location.

NOTE 1: The term "home" as used herein, means single primary place of abode of an employe which is a structure consisting of not more than two (2) dwelling units (duplex), located on a building site of not more than one acre, or the number of acres consistent with state, city or county codes which is utilized for residential purposes only.

NOTE 2: In order to be eligible for the real estate benefits of this section, a home must be certified as in saleable condition and structurally sound, subject to inspection at Carrier's expense. Necessary repairs to make home in salable condition are employe's expense and not reimbursable.

NOTE 3: In the event the appraised fair market value of an employe's home, excluding mobile homes, is less than the original purchase of such home, the employe will be reimbursed for any loss suffered in the home's sale (not to exceed \$10,000) providing such home has been adequately maintained by the employe. The original purchase price will be determined by presenting proof from the lending institution holding the mortgage of such home.

The Fair Market Value of an employe's home will be determined at the time the home is listed with a Realtor and in each instance, prior to the employe being required to relocate.

In each case the Fair market Value of a home will be determined as of a date sufficiently prior to the change in operations to be unaffected thereby.

NOTE 4: Mobile homes are not covered by this agreement, except as set forth in this paragraph. Employees being relocated under this Agreement who own mobile homes and occupy them as their residence at their current locations, will be allowed the 15% set forth in Paragraph B, where value is determined by using NADA Mobile Home manufacturer Appraisal Guide. Employees will not be entitled to any other payments or benefits under this section. An employee may, however, request that the mobile home be relocated in lieu of the 15%. If the law permits and the mobile home is moveable, it may be moved if the employee so elects. If moved, the Carrier will assume the cost of moving the mobile home.

NOTE 5: Relative to a situation whereby two married clerical employees or a married clerical employee and an Exempt and/or employee of another craft own a home.

During our discussion it was agreed the intent of the parties is that the Carrier is obligated to pay one real estate benefit and one moving and relocation benefit to the same location per household.

It was further agreed that the transfer allowance amount listed in Section 1(d) was applicable to each individual employee.

#### ARTICLE X - APPLICATION TO MERGERS, CONSOLIDATIONS AND OTHER AGREEMENTS

Nothing in this Agreement shall be construed as depriving any Employee of any rights or benefits or eliminating any obligations which such Protected Employee may have under any existing job security or other protective conditions or arrangements; provided, however, that if a Protected Employee otherwise is eligible for protection under both this Agreement and some other job security or other protective conditions or arrangements, he shall elect between protection under this Agreement and protection under such other arrangement and, for so long as he continues to be protected under the arrangement which he so elects, he shall not be entitled to any protection or benefit (regardless of whether or not such benefit is duplicative) under the arrangement which he does not so elect; and, provided further, that after expiration of the period for which such Protected Employee is entitled to protection under the arrangement which he so elects, he may then be entitled to protection under the other arrangement for the remainder, if any, of his protective period under that arrangement. There shall be no duplication of benefits to any employees, and the benefits under this Agreement, or any other arrangement, shall be construed to include the conditions, responsibilities and obligations accompanying such benefits.

#### ARTICLE XI - DISPUTES



Disputes between the parties hereto involving the interpretation or application of any of the terms of this Agreement or any memorandum of agreement made in connection with this Agreement, which are not settled on the property may be submitted by either party to a Special Board of Adjustment agreed to by the parties or an arbitration board as provided by the Railway Labor Act.

## ARTICLE XII - EFFECTIVE DATE AND MISCELLANEOUS

### Section 1.

(a) It is agreed and understood that if there are any conflicts between the rules of the collective bargaining agreement applicable on the effective date of this Agreement and the provisions of this Agreement, the provisions of this Agreement will apply except as stated in Article VII, Section 1.

(b) Payments made to Protected Employees in accordance with Article III of this Agreement are considered payments for compensated service in qualifying for benefits covered in other agreements applicable to the craft and class.

(c) The masculine pronouns used in this Agreement are used in the generic sense for convenience and the usage is not intended to restrict the application of the Agreement to either sex.

(d) This Agreement is intended to provide a fair and equitable arrangement for the protection of the interest of the Railroad's Employees represented by the signatory organization as provided in 49 U.S.C. 11347 and the Milwaukee Restructuring Act, and shall constitute the entire obligation for protection of such represented Employees required in the proceeding described in the preamble of this Agreement, or any Reorganization Court's or other court's order, except as provided in Article II(1)(a)(2).

(e) This Agreement replaces the Appendix 8 (May 1, 1974) Milwaukee Road and May 18, 1981 Soo job protection agreements, which are hereby abrogated in their entirety, except as provided in Article III, Section 4.

(f) It is agreed that any inadvertent errors, omissions or inclusions in this Employee Protective Agreement, including attachments thereto, recognized by both parties as being inconsistent with the purpose and intent of this Agreement, will be corrected, included or deleted, as the case may be, to properly reflect the understanding reached through negotiations.

(g) (1) A written statement of the guaranteed daily rate calculated in accordance with Article III, Section 1 or Section 2 of this Agreement, whichever is applicable, will be provided to each Protected Employee within thirty (30) days of the effective date of this Agreement. Such rate shall be considered as proper and correct unless within six (6) months of the date of the statement, the Protected Employee advises the Carrier in writing that he considers the rate to be incorrect and, if appropriate, adjustment will be made.

(2) The Protected Employee may be required to file semimonthly an appropriate form to apply for benefits under Article III of the Agreement. If an adjustment is made in such benefits, a written statement of reason therefor shall be promptly provided. The Carrier will provide the Protected Employee a written statement with each paycheck listing the amount of protection, if any, included in said paycheck.

(h) The provisions of this Agreement shall be effective on July 1, 1985, provided that in the event court action shall at some future date require the Railroad to return or otherwise reconvey the Core Assets, this Agreement shall be null and void and no party or person shall be entitled to any further or other benefits hereunder, and all prior agreements abrogated hereby are reinstated in their entirety.

Signed at Minneapolis this 17th day of June, 1985.

BROTHERHOOD OF RAILWAY  
AND AIRLINE CLERKS  
SYSTEM BOARD OF  
ADJUSTMENT NO. 246

By /s/ J. L. Gobel  
General Chairman

By /s/ Wayne T. King  
Member Negotiating Committee

By /s/ G. J. Grywacz  
Member-Negotiating Committee

BROTHERHOOD OF RAILWAY AND  
AIRLINE CLERKS SYSTEM BOARD OF  
ADJUSTMENT NO. 26

By /s/ Wm. J. Van Kleek  
General Chairman

By /s/ J. R. McPherson  
Member-Negotiating Committee

APPROVED:

/s/ Robert M. Curran  
International Vice President  
BROTHERHOOD OF RAILWAY AND  
AIRLINE CLERKS

SOO LINE RAILROAD COMPANY

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

THE MILWAUKEE ROAD INC.

By /s/ J. R. Werner  
Assistant Vice President Labor Relations

## APPENDIX 1

1. Milwaukee, Waukesha, Burlington, Sturtevant
2. Neenah, Menasha, Appleton, Manitowoc, Green Bay
3. Stevens Point, Wausau, Marshfield
4. Muscatine, Nahant, Davenport, West Davenport
5. Terre Haute, Latta

SUPPLEMENT S

IMPLEMENTING AGREEMENT

BETWEEN THE

SOO LINE RAILROAD COMPANY

AND THE

TRANSPORTATION COMMUNICATIONS INTERNATIONAL UNION

The following agreement is entered into for the purpose of implementing the transfer of work performed by the Transportation Service Center, Crew Management Center and T&E timekeeping Bureau, District #3, Milwaukee, Wisconsin and additional field clerical work in seniority District #3 at Mason City, Iowa, previously planned and agreed to be transferred into the Milwaukee TSC, to Minneapolis, Minnesota, pursuant to notice dated April 1, 1996, (attached hereto as Appendix I) served under Article VII of the July 1, 1985 Employee Protective Agreement. **(Notice retained but not shown.)**

IT IS AGREED:

ARTICLE I

On or after the effective date of this agreement the work performed in the Transportation Service Center (TSC), Crew management (CMC) Center and T&E Timekeeping Bureau (TETB) in Milwaukee, Wisconsin, seniority District #3, will be transferred to Minneapolis, Minnesota.

Concurrent with the work transfer, existing positions headquartered in Milwaukee will be transferred and established in the Soo Line Building, Minneapolis, Minnesota.

ARTICLE II

- A. Responsibilities of the TSC will not change as a result of this work transfer and positions within the center will be titled Senior Service Center Representatives and Service Center Representatives who will be responsible for clerical functions within the Center.

The main areas of responsibility within the Center will focus on Customer Service support and Transportation Service support and employees will be trained in all areas of responsibility within the Center.

- B. Responsibilities of the CMC will not change as a result of this work transfer and positions within the Center will continue to be titled Chief Crew Dispatchers and

Crew Dispatchers. All will be trained on all aspects of crew calling procedures, etc.

- C. Responsibilities within the TETB will not change as a result of this work transfer and positions within the Bureau will continue to be titled Chief T&E Timekeeper and T&E Timekeeper.

### ARTICLE III

- A. The term “incumbent” as used in this agreement refers to employee(s) holding permanent bulletin rights to the position(s) being transferred. (Appendix I (a) )
- B. A qualified employee shall be considered entitled to change his place of residence if the reporting point of the affected employee would be more than thirty (30) normal route miles from his point of employment and farther from the employee’s residence than was his former point of employment at the time affected.
- C. The term “qualified” for other than the incumbents referred to in A above, as used in this agreement, will refer to an employee who has successfully completed the training program outlined in appendix II or III, respectively, of this agreement. It is understood, however, that such incumbents may be subsequently required to attend the classroom portion of the training program for the purpose of familiarizing them with the work of positions they have not performed in the past and new procedures which will be implemented within the center.

NOTE: In regard to the Transportation Service Center and Crew Dispatcher positions, the term “qualified” as used in this agreement will refer to an employee, excluding incumbents, who has successfully completed the training program outlined in Appendix II or III of this agreement, or who has knowledge equivalent to that acquired in the training program from on-the-job experience and/or training.

### ARTICLE IV

- A. The Carrier will bulletin simultaneously to all seniority districts for twelve (12) calendar days all positions existing in Milwaukee as of the date of this agreement. The bulletin will reflect the estimated date for said position to being working in Minneapolis.
- B. The bulletins will be assigned in accordance with the provisions of the Working Agreement (5 days) utilizing the following bidding preference:
  - 1. Incumbents listed on the notice (Appendix I(a)) to their current position
  - 2. Incumbents listed on the notice (Appendix I(a)) in seniority order

3. Employees in the Milwaukee Home Zone in seniority order
  4. District 3 employees in seniority order
  5. Employees in all other districts in seniority order
- C. The referenced positions will be awarded as soon as possible after the close of the bulletins advertising these positions so the necessary training can be started immediately thereafter in Minneapolis, Minnesota and/or Milwaukee, Wisconsin. An employee may receive training at both Minneapolis and Milwaukee and will be entitled to the same level of reimbursement for expenses as outlined herein.

Note: For purposes of this initial bulletin, the term qualified for other than incumbents shall mean any employee who is considered to have adequate fitness and ability to be trained to perform the transferred work. It is understood, however, that applicants awarded positions may be required to attend the training programs and be subject to their terms and conditions as outlined in Appendix II and/or Appendix III. It is also understood that incumbents may be required to attend the classroom portion of the training program applicable to them for the purpose of familiarizing them with the work of positions they have not performed in the past and new procedures which may be implemented.

## ARTICLE V

- A. The parties agree, with the signing of this agreement, to establish a new Seniority District No. 6, which will encompass the TSC, CMC and TETB in Minneapolis. (See Side Letter No. 1)
- B. Employees assigned positions within District 6 will, once assigned, have dovetailed into District 6 the earliest seniority date from Districts 1, 2 and 3. Employees transferring to District 6 will be allowed to retain their earliest seniority date only and retain seniority in two districts only.
- C. Once placed upon a position in District 6, an employee will be governed by the provisions of Rule 23.
- D. It is understood an employee assigned a position in District 6 who does not qualify for said position will have his/her seniority removed from the District 6 roster and reinstated on the roster(s) from which removed.
- E. Vacancies in District 6 will be advertised to all seniority districts pursuant to agreement rules for a period of at least seven (7) days. Assignment to the positions will be made within five (5) days thereafter, in the following order of preference:
  1. District 6 in seniority order

2. District 2 & 3 employees in the Minneapolis/St. Paul home zone in seniority order
3. District 3 employees in seniority order
4. Employees from other districts in seniority order

#### ARTICLE VI – TRANSFER, MOVING AND REAL ESTATE BENEFITS

- A. Protected and non-protected employees who elect to follow their work to Minneapolis will be entitled to the benefits of Article IX of Supplement R, as amended and attached hereto as Appendix IV.

Note: An employee who owned his home on the date the notice was served and has subsequently sold said home will be considered a home owner for purposes of this agreement.

- B. In lieu of the transfer allowance and all moving and real estate benefits outlined within Article IX of Supplement R as amended, employees entitled to the benefits of this agreement who relocate and elect to follow work to Minneapolis, may elect a lump sum relocation allowance of \$20,000 if the employee owns his own place of residence, or \$10,000 if the employee does not own his own place of residence. The lump sum allowance shall constitute the entire relocation benefit as contained in Article IX. If the employee voluntarily leaves the Carrier's service or the home zone to which transferred prior to the expiration of 12 months from the date transferred he must reimburse the Carrier the entire lump sum allowance, less taxes withheld. These must be repaid within one week of such action or by other arrangements made with Carrier.

Note: A mobile home owner who maintains his/her primary residence in the mobile home and owns the property on which it is located may participate in this option as a home owner. A mobile home owner who does not own the property on which the mobile home is located and whose primary residence is the mobile home, may participate in this option as other than a home owner.

#### ARTICLE VII

- A. A Non-protected incumbent listed on the notice (Appendix I (a)) who does not elect to follow his/her work to Minneapolis as outlined within this agreement, will have twenty (20) days from the date the bulletins are posted to elect one of the following:
1. Exercise seniority in accordance with the July 1, 1985 collective bargaining agreement or

2. Elect a lump sum separation allowance as provided in Article VIII (A) of this agreement.
- B. A non-protected employee in District 3 subsequently affected by the transfer of work from Milwaukee TSC, CMC, TETB to Minneapolis will be entitled to the following:
1. Exercise seniority in accordance with the July 1, 1985 collective bargaining agreement or
  2. Any vacancies remaining unfilled in either the TSC, CMC or TETB in Minneapolis and be covered under Article VI of this agreement.
- C. A Protected incumbent listed on the notice (appendix I (a)) who does not elect to follow his/her work to Minneapolis will have twenty (20) days from the date the bulletins are posted to elect one of the following:
1. A separation allowance as provided within Supplement R
  2. Displace in seniority district #3; provided, however, if such displacement involves a change of residence, prior approval from the railroad would be required for the protected employe to be eligible for the relocation benefits in Article IX of Supplement R. If the railroad does not approve, the protected employe may relocate without the benefits of Article IX, or may exercise seniority in his home zone, or if unable to hold a position in his home zone become a Utility Employe and receive the monetary protection provided in Article III of Supplement R, subject to the terms and conditions stipulated therein.
  3. Not transfer, and if unable to obtain a permanent position within his home zone, voluntarily suspend the monetary protection provided in Supplement R until such time as he is again assigned to a regular, relief, temporary or seasonal position.
  4. Elect a separation allowance as provided in Article VIII (B) of this Agreement.
- D. Protected employees in District 3 subsequently affected by the transfer of work from Milwaukee TSC, CMC and TETB to Minneapolis will be entitled to the following:
1. Any vacancies remaining unfilled in either the TSC, CMC or TETB in Minneapolis and be covered under Article VI of this agreement.
  2. Displace in seniority district; provided however, if such displacement involves a change of residence, prior approval from the railroad would be required for the protected employe to be eligible for the relocation benefits in Article IX of Supplement R as amended. If the railroad does not



approve, the protected employee may relocate without the benefits of Article IX or may exercise seniority in his home zone.

3. Not transfer and, if unable to obtain a regular relief, temporary or seasonal position within his home zone, be placed in Utility status.
4. Elect a separation allowance as provided in Article VIII (B) of this agreement.

#### ARTICLE VIII – SEPARATION

- A. An incumbent of a position identified in Appendix I (a) who is not protected under the terms of Supplement R and does not desire to relocate to Minneapolis may resign and accept a lump sum of \$5,000 in lieu of all other benefits.

NOTE 1: The amount listed above will be reduced by the applicable payroll deduction, including federal and state taxes, and the employe must authorize and the Carrier will deduct a one-time deduction of a month's union dues and assessment for each \$2,500.

- B. An incumbent of a position identified in Appendix I (a) who is a protected employee under Supplement R of the July 1, 1985 agreement may resign and elect one of the following separation allowance options in lieu of all other benefits to which he may otherwise be entitled:
  1. A lump sum separation allowance of \$45,000. That amount will be reduced by the applicable payroll deductions, including federal and state taxes, and the employe must authorize a one-time deduction of 18 months' union dues and assessments.
  2. A separation allowance of \$40,000, payable in equal monthly payments for up to 12 months. That amount will be reduced by the applicable payroll deductions, including federal and state taxes, and the employe must authorize a one-time deduction of 16 months' union dues and assessments.
  3. A separation allowance of \$35,000, payable in equal monthly payments for up to 24 months. That amount will be reduced by the applicable payroll deductions, including federal and state taxes, and the employe must authorize a one-time deduction of 14 months' union dues and assessments.
  4. A separation allowance of \$30,000, payable in equal monthly payments for up to 36 months. That amount will be reduced by the applicable payroll deductions, including federal and state taxes, and the employe must authorize a one-time deduction of 12 months' union dues and assessments.

- C. Employees electing (2), (3) or (4) above shall be relieved from duty, but considered in active service until the expiration of the last monthly payment at which time their service and seniority shall be terminated. Separation and compensation paid in these monthly payments will be considered the same as regular compensation insofar as taxation is concerned. However, this separation compensation will not be considered as qualifying payments for the purpose of applying the National Vacation Agreement nor will this extend time allowed such employees any other compensation benefits under the Schedule Agreements or National Agreements.

It is understood that all health and welfare benefits, including dental as well as contributions toward Railroad Retirement Tax shall be continued during the period that the monthly payments are in effect.

- D. Employees electing a separation allowance under B(2), (3) or (4) above shall have the right to terminate their monthly payments at any time, and they shall be entitled to a lump sum payment of all monthly payments remaining due, and all health, welfare and other benefits due under this agreement shall terminate.

NOTE: In the case of death of the employe prior to final payment of the full amounts under B (2), (3) or (4) above of this agreement, the payment of the remaining monies shall be made to the estate of the deceased in a lump sum.

- E. The applicable union dues and assessments will be at the prevailing rate in effect at the time election of option is made. Furthermore, the one-time deduction of union dues as set forth above will be applied on the initial payment.
- F. Employees who accept an amount set forth in this Article will also be compensated at the time of separation (lump sum or first monthly payment), any other compensation that may be due an employe under the National Vacation Agreement or sick leave allowance, the same as if retired, of the Schedule Agreement.
- G. The lump sum payment or first monthly payment will be received no later than thirty (30) calendar days from the last date said employe performed service. It is understood the release date of an employe electing a separation allowance shall be determined by the Carrier, except an employe will be released within ninety (90) calendar days of when his/her position is abolished, unless agreed otherwise between management and the General Chairman.

## ARTICLE IX

An incumbent who elects a separation allowance in accordance with Article VIII of this agreement or an incumbent who has elected to exercise seniority within district #3 in accordance with the collective bargaining agreement may be assigned for up to ninety (90) days to perform work or act as a trainer in the Transportation Service Center, the Crew Management Center or the T&E Timekeeping Bureau in Minneapolis or

Milwaukee, with the understanding that such employee will be entitled for the following; if so assigned in Minneapolis:

- A. \$27.00 per day for food and miscellaneous expense not otherwise specified herein for each day required to be away from the former work location.
- B. Air transportation will be arranged by the Carrier at no cost to the employee and the employee will perform travel during the work week between 7:00 a.m. and 6:00 p.m., whenever possible. (If air travel is unavailable, Rule 55 will apply.)
- C. The employee will not be required to remain away from his/her home location for more than twelve (12) consecutive days.
- D. The employee will be compensated an additional two (2) hours pro rata on each day travel is performed.
- E. The Company will arrange for the lodging without cost or obligation to the employee and, if such lodging is more than one (1) mile from the assigned work location, will provide transportation to and from lodging.
- F. The employee will be compensated for service performed at his/her protected rate or the rate of the position to which assigned, whichever is greater, with an additional one (1) hour pro rata for each day the employee acts as trainer at the away from home point.

NOTE: Each employee must complete an expense form at the end of each month before the expenses outlined in this agreement are paid.

## ARTICLE X

- A. It is understood that employees will not be considered as possessing sufficient fitness and ability pursuant to Schedule Rule 8 unless they are considered "qualified" as defined in Article III, and Article IV NOTE of this agreement.
- B. Protected Employees following their work under this agreement shall have no obligation under Article III, Section 5 of the July 1, 1985 Employee Protective Agreement for a period of two (2) years from the first date the employee occupies the position at the new work location unless their new position is abolished or they voluntarily leave or are displaced from such position. Protected Employees from seniority district #3 relocated to District #6, Minneapolis, Minnesota under this agreement shall be exempt from Article V of the Employee Protective Agreement for a period of two (2) years from the first date the employee occupies the position at the new work location.
- C. Non-protected employees following their work under this agreement by relocating to the Minneapolis/St. Paul home zone who are unable to hold a position within the Minneapolis/St. Paul home zone prior to meeting the definition of a protected

employee under the terms of the July 1, 1985 agreement may request relocation back to their home point at the Company's expense as provided in Article IX, Section 1(a) excluding NOTE 2: as amended and resign their employment relationship.

- D. An employee paid the lump sum relocation allowance or transfer allowance of this agreement, or the transfer allowance and moving benefits of Article IX of the July 1, 1985 Employee Protective Agreement will not be allowed to voluntarily vacate the Transportation Service Center, Crew Management Center or T&E Timekeeping Bureau at Minneapolis, Minnesota, for a period of twelve (12) months from the date of his assignment to such position. In the event special situations arise, the employee may be permitted to vacate the position prior to the expiration of the twelve (12) months period with the approval of the General Chairman and the officer of the department wherein the employee is employed.

This agreement does not modify or in any way affect schedule rules or agreement, except as provided herein, and the terms of this Implementing Agreement do not establish a precedent for future agreements. This agreement shall become effective June 24, 1996.

TRANSPORTATION COMMUNICATIONS  
INTERNATIONAL UNION

SOO LINE RAILROAD COMPANY

/s/Richard A. Arndt  
General Chairperson

/s/Cathryn S. Frankenberg  
Vice President

/s/Kerry Gilderman  
Vice General Chairperson

/s/Edward L. Doberstein  
Vice General Chairperson

Dated: June 24, 1996

APPENDIX 1A

(RETAINED BUT NOT SHOWN)

## APPENDIX II

This appendix stipulates the terms and conditions governing the training program from employees who desire positions in the Transportation Service Center (TSC):

1. Subsequent to the initial start up of the TSC in Minneapolis, as outlined in Article IV, employees who desire a position in the TSC must successfully complete the training program to be considered as having sufficient fitness and ability to exercise seniority to a position within the TSC.
2. Training positions contemplated herein will be temporary positions of five (5) to ten (10) weeks approximate duration and will be advertised for twelve (12) calendar days concurrently on all Seniority Districts and interested employees may make application for such program by submitting written bids to the designated officer. The training program will consist of approximately five (5) weeks of classroom as well as on-the-job training for up to thirty (30) working days.

The advertisement will specify the location of the class, the expected duration, and the number of employees to be trained (to be determined by the Carrier based on the number of positions to be established).

Employees who are determined to have sufficient fitness and ability will be assigned to the training program in the order of preference as outlined within this Implementing Agreement dated June 24, 1996.

3.
  - (a) Employees selected for the training program will be considered on temporary assignment and, if regularly assigned to a position, the vacancy on that position, if filled, will be filled in accordance with procedures outlined herein.
  - (b) While assigned to the training program, the employee, if regularly assigned, will be compensated at the rate of his regular assignment, the rate of the position for which being trained, or his protected rate, whichever is higher.
  - (c) Employees assigned by the agreement to this training program will be paid per (b) above for eight hours per assigned work day and will be allowed actual necessary expenses for each day unable to return to their headquarters and for traveling to and from such training program, but will not be compensated for time spent traveling to and from such training program either on their rest days or outside their assigned hours on days assigned to work.
4. Upon successful completion of the training program, including up to thirty (30) work days on-the-job training, the employee will be considered qualified and will be considered as making application for all positions advertised in the TSC within a period of twelve (12) months from the date such employee completed the

training program. Employees assigned to positions within the TSC, after completing the training program, will not be permitted to vacate the TSC for a period of twelve (12) months from the date of such assignment.

NOTE: It is understood that employees placed in training under Supplement R who have not requested training, will not be considered as making application for all positions advertised in TSC within a period of twelve months from completion of training.

In addition, in the event employees accept positions in TSC in accordance with Supplement R, Article V, said employees will not be precluded from vacating a position in TSC for a period of twelve (12) months from the date assigned thereto unless they are offered and accept the benefits of Article VI B and Side Letter No. 7 of the June 24, 1996 Implementing Agreement.

5. If an employee is not making satisfactory progress in the training program, the employee may be considered disqualified and may exercise his rights in accordance with Schedule Rule 7. An employee so released will be entitled to a written explanation of why he was disqualified, if he so requests.
6. Employees successfully completing the training program including the on-the-job training will be considered by the Carrier as having sufficient fitness and ability to exercise seniority on a position in the TSC.
7. An employee who has successfully completed the training program and performs no service on a position in the TSC for a period of six (6) consecutive months or more or has not had sufficient on-the-job training may be required by the Carrier to complete a refresher course before beginning work on a position in TSC.
8. Upon completion of the training program and until such time as the employee's seniority entitles him to a position in the TSC, the employee will return to his previous status in accordance with Schedule Rule 11.

### APPENDIX III

This appendix stipulates the terms and conditions governing the training program from employees who desire positions in the Crew Management Center (CMC):

1. Subsequent to the initial start up of the CMC in Minneapolis, as outlined in Article IV, employees who desire a position in the CMC must successfully complete the training program to be considered as having sufficient fitness and ability to exercise seniority to a position within the CMC.
2. Training positions contemplated herein will be temporary positions of five (5) to ten (10) weeks approximate duration and will be advertised for twelve (12) calendar days concurrently on all Seniority Districts and interested employees may make application for such program by submitting written bids to the designated officer. The training program will consist of approximately five (5) weeks of classroom as well as on-the-job training for up to thirty (30) working days.

The advertisement will specify the location of the class, the expected duration, and the number of employees to be trained (to be determined by the Carrier based on the number of positions to be established).

Employees who are determined to have sufficient fitness and ability will be assigned to the training program in the order of preference as outlined within this Implementing Agreement dated June 24, 1996.

3.
  - (a) Employees selected for the training program will be considered on temporary assignment and, if regularly assigned to a position, the vacancy on that position, if filled, will be filled in accordance with procedures outlined herein.
  - (b) While assigned to the training program, the employee, if regularly assigned, will be compensated at the rate of his regular assignment, the rate of the position for which being trained, or his protected rate, whichever is higher.
  - (c) Employees assigned by the agreement to this training program will be paid per (b) above for eight hours per assigned work day and will be allowed actual necessary expenses for each day unable to return to their headquarters and for traveling to and from such training program, but will not be compensated for time spent traveling to and from such training program either on their rest days or outside their assigned hours on days assigned to work.
4. Upon successful completion of the training program, including up to thirty (30) work days on-the-job training, the employee will be considered qualified and will be considered as making application for all positions advertised in the CMC



within a period of twelve (12) months from the date such employee completed the training program. Employees assigned to positions within the CMC, after completing the training program, will not be permitted to vacate the CMC for a period of twelve (12) months from the date of such assignment.

NOTE: It is understood that employees placed in training under Supplement R who have not requested training, will not be considered as making application for all positions advertised in CMC within a period of twelve months from completion of training.

In addition, in the event employees accept positions in CMC in accordance with Supplement R, Article V, said employees will not be precluded from vacating a position in CMC for a period of twelve (12) months from the date assigned thereto unless they are offered and accept the benefits of Article VI B and Side Letter No. 7 of the June 24, 1996 Implementing Agreement.

5. If an employee is not making satisfactory progress in the training program, the employee may be considered disqualified and may exercise his rights in accordance with Schedule Rule 7. An employee so released will be entitled to a written explanation of why he was disqualified, if he so requests.
6. Employees successfully completing the training program including the on-the-job training will be considered by the Carrier as having sufficient fitness and ability to exercise seniority on a position in the CMC.
7. An employee who has successfully completed the training program and performs no service on a position in the CMC for a period of six (6) consecutive months or more or has not had sufficient on-the-job training may be required by the Carrier to complete a refresher course before beginning work on a position in CMC.
8. Upon completion of the training program and until such time as the employee's seniority entitles him to a position in the CMC, the employee will return to his previous status in accordance with Schedule Rule 11.

## APPENDIX IV

(amended 6/24/96)

### ARTICLE IX – MOVING EXPENSES – REAL ESTATE BENEFITS

A Protected Employee who changes the point of his employment pursuant to Articles V and VII hereof, requiring a change of residence, shall be entitled to the following:

#### Section 1.

- (a) The Protected Employee shall be reimbursed for all actual and reasonable expenses of moving his household and other personal effects from said residence, for the traveling expenses of himself and members of his family, including living expenses for himself and his family, and for his own actual wage loss, not to exceed six (6) working days.
- (b) The ways and means of transportation shall be agreed upon in advance by the Railroad and the affected Protected Employee or his representatives.
- (c) Should the Protected Employee die within two (2) years of the date of transfer, his spouse and/or dependent children may elect to return to the area of his former residence, in which event they will be entitled to the moving benefits of this Section 1.

NOTE 1: An employee will receive the authorized mileage allowance (currently \$.28 cents per mile) for transporting not to exceed two personal motorized vehicles by the most direct route between his former home and his new location. Automobiles and boats will not be authorized for shipment in moving van.

NOTE 2: An employee may elect to receive a cash payment equal to the moving company's estimate to move household and other personal effects, with a maximum of \$5,000 which shall be paid within 30 days of actual relocation of residence.

- (d) In addition, such Protected Employee shall receive a transfer allowance of \$6,000 paid on the following schedule:
  - (1) \$3,000 payable within 30 days after the date of transfer.
  - (2) \$1500 payable 8 months after the date of transfer
  - (3) \$1500 payable 16 months after the date of transfer
  - (4) In the event of retirement, death, permanent disability or subsequent relocation in accordance with Articles V and VII hereof,

the affected Protected Employee or his estate shall be paid as if he had completed all the prescribed work periods.

## Section 2.

- (a) If the Protected Employee owns his own home (including a Protected Employee under a contract to purchase his home) in the locality from which he is required or requested to move, he shall, at his option, be reimbursed by the Railroad for any loss suffered in the sale of his home for less than its fair market value, including all of the usual and customary closing costs to the seller, such as real estate commission paid to a licensed Realtor (not to exceed \$6,000 or 7 per centum (7%) of sale price, whichever is less), title insurance fee, revenue stamps and pre-payment penalty on existing mortgages, but not to include the payment of any "points" by the seller. In each case the fair market value of the home in question shall be determined as of a date sufficiently prior to the date the Protected Employee is required to move so as to be unaffected thereby.
- (b) The Railroad shall in each instance be afforded an opportunity to purchase the home at such fair market value before it is sold by the Protected Employee to any other person. If the home is not sold within thirty (30) days of the date of the agreed upon appraisal the Railroad will, after receiving a request from the Protected Employee in writing, purchase the home at its fair market value or designate a Relocation Company who will purchase the home at its fair market value and finalize the transaction with the Protected Employee within thirty (30) days of the request upon receipt of appropriate title evidence and vacating of the premises.

An employe who desires to avail himself/herself of this option must include in listing agreement with any Realtor the following provision:

"It is understood and agreed that regardless of whether an offer is presented by a ready, willing and able buyer:

- (1) No commission or compensation shall be earned by, or be due and payable to, broker until the sale of the property has been consummated between seller and buyer, the deed delivered to the buyer and the purchase price delivered to the seller; and
- (2) The sellers reserve the right to sell the property to Royal LePage Relocation Services International Inc., during the currency of this Agreement, and the seller shall not be liable for the payment of any commission or other compensation. It is further agreed that, after acceptance of the guarantee offer, if a sale of the Property to a third party buyer is arranged during the term of this listing agreement, Royal LePage Relocation Services International Inc. will receive

30% of the listing portion of the commission based on the gross sale price (after real estate board fees) as a service fee.

Furthermore, if an offer is obtained by the seller prior to their acceptance of the guarantee offer from Royal LePage and Royal LePage is required to either accept assignment of the sale, or assist in the closing or the preparation of closing, the service fee will also apply as set out. This fee is payable without respect to any other agreements whether verbal or written entered into by either seller or realtor. This Listing Agreement may be terminated without cost or penalty when Royal LePage assumes marketing control of the property.”

NOTE: TYPE THIS EXCLUSION CLAUSE INTO BODY OF LISTING AGREEMENT – DO NOT JUST ATTACH

- (c) Within thirty (30) days of the date the Protected Employee is required to move, he may elect to waive the provisions of paragraph (a) of this section and to receive, in lieu thereof, an amount equal to 15% of the fair market value of the Protected Employee's owned home not to exceed \$14,000.
- (d) If the Protected Employee is under a contract to purchase his home, the Railroad shall protect him against loss to the extent of the equity he may have in the home and, in addition, shall relieve him from any further obligation under his contract.
- (e) If the Protected Employee holds an unexpired lease of a dwelling occupied by him as his home, the Railroad shall protect him from all loss and cost in securing the cancellation of said lease or shall have the option of assuming the lease.
- (f) No claim shall be paid under the provisions of this Article, unless such claim is presented to the Railroad within one (1) year of the Protected Employee's first day of work at the new work location. This one year period shall be extended ninety (90) days beyond the date of final determination of any dispute under paragraph (f) hereof.
- (g) Should a controversy arise in respect to the fair market value of the home, the loss sustained in its sale, the loss under a contract for purchase, the loss and cost in securing termination of a lease, or any other question in connection with these matters, it shall be decided through joint conference between the Protected Employee, or his representative, and the Railroad. In the event they are unable to agree, the dispute or controversy may be referred by either party to a board of competent real estate appraisers, selected in the following manner: One to be selected by the Protected Employee and one by the Railroad, and these two, if unable to agree within thirty (30) days upon a valuation, shall endeavor by agreement within ten (10) days thereafter to select a third appraiser, or to agree to a method by which a third appraiser shall be selected and failing such

agreement, either party may request the Society of Residential Appraisers to designate within ten (10) days a third appraiser whose designation will be binding upon the parties. A decision of a majority of the appraisers will be required and said decision shall be final and conclusive. The salary and expenses of the third or neutral appraiser, including the expenses of the appraisal board, shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the compensation of the appraiser selected by such party. Any dispute or controversy arising under the terms of this paragraph must be instituted by the Protected Employee within one (1) year of the Protected Employee's first day of work at the new location.

NOTE 1: The term "home" as used herein, means a single primary place of abode of an employe which is a structure consisting of not more than two (2) dwelling units (duplex), located on the building site of not more than one acre, or the number of acres consistent with state, city or county codes which is utilized for residential purposes only.

NOTE 2: In order to be eligible for the real estate benefits of this section, a home must be certified as in saleable condition and structurally sound, subject to inspection at Carrier's expense. Necessary repairs to make home in salable condition are employe's expense and not reimbursable.

NOTE 3: In the event the appraised fair market value of an employe's home, excluding mobile homes, is less than the original purchase of such home, the employe will be reimbursed for any loss suffered in the home's sale (not to exceed \$10,000) providing such home has been adequately maintained by the employe. The original purchase price will be determined by presenting proof from the lending institution holding the mortgage of such home.

NOTE 4: Mobile homes are not covered by this agreement, except as set forth in this paragraph. Employes being relocated under this Agreement who own mobile homes and occupy them as their residence at their current locations, will be allowed the 15% set forth in Paragraph B, where value is determined by using NADA Mobile Home Manufacturer Appraisal Guide. Employes will not be entitled to any other payments or benefits under this section. An employe may, however, request that the mobile home be relocated in lieu of the 15%. If the law permits and the mobile home is moveable, it may be moved if the employe so elects. If moved, the Carrier will assume the cost of moving the mobile home.

File: 250-69-886

June 24, 1996

Ms. C. S. Frankenberg  
Vice President – Labor Relations  
CP Rail System  
105 South 5<sup>th</sup> Street – Box 530  
Minneapolis, Minnesota 55440

Dear Ms. Frankenberg:

This will confirm our discussion this date relative to amending Rule 5 of the Working Agreement to include a new Seniority District No. 6.

It was agreed Rule 5 would be amended to include the following:

5. Minneapolis, Minnesota

Transportation Service Center

Crew Management Center

T&E Timekeeping Bureau

I believe the above correctly reflects our understanding. If you concur, sign and return one copy to my office.

Sincerely,

/s/ Richard A. Arndt  
General Chairman

CONCURRED:

/s/ Cathryn S. Frankenberg  
VP Labor Relations

SIDE LETTER NO. 1

File: 250-69-886

June 24, 1996

Ms. C. S. Frankenberg  
Vice President – Labor Relations  
CP Rail System  
105 South 5<sup>th</sup> Street – Box 530  
Minneapolis, Minnesota 55440

Dear Ms. Frankenberg:

It is understood between the parties that the notice of April 1, 1996, file 0-0010-020 (Appendix I) will be updated to reflect the incumbents on the position as of the date of this agreement and will be referenced as Appendix Ia.

I believe the above correctly reflects our understanding. If you concur, sign and return one copy to my office.

Sincerely,

/s/ Richard A. Arndt  
General Chairman

CONCURRED:

/s/ Cathryn S. Frankenberg  
VP Labor Relations

SIDE LETTER NO. 2

File: 250-69-886

June 24, 1996

Ms. C. S. Frankenberg  
Vice President – Labor Relations  
CP Rail System  
105 South 5<sup>th</sup> Street – Box 530  
Minneapolis, Minnesota 55440

Dear Ms. Frankenberg:

This will confirm our conference discussion this date relative to use of District No. 6 Utility Employees who have been hired in and have a seniority date in District No. 6.

It was agreed between the parties that employees hired in District No. 6 with a seniority date subsequent to this agreement may, once said employees become protected under Supplement “R”, be offered under the provisions of Supplement “R”, Article V, Section 1(d) positions referenced therein in Seniority Districts 1-6.

I believe the above correctly reflects our understanding. If you concur, sign and return one copy to my office.

Sincerely,

/s/ Richard A. Arndt  
General Chairman

CONCURRED:

/s/ Cathryn S. Frankenberg  
VP Labor Relations

SIDE LETTER NO. 3



File: 250-69-886

June 24, 1996

Ms. C. S. Frankenberg  
Vice President – Labor Relations  
CP Rail System  
105 South 5<sup>th</sup> Street – Box 530  
Minneapolis, Minnesota 55440

Dear Ms. Frankenberg:

This will confirm our discussion relative to the application of Supplement R, Article V, Section 1 (c) and (d) for the purpose of filling unfilled position in Seniority District No. 6 subsequent to the date of the agreement.

It was understood the Carrier would implement the provisions of Article V, Section 1 (c) by offering a position specified therein to all the Utility Employees with a Minneapolis/St. Paul Home Zone in Districts 2 and 3, the requirement to accept shall be upon the junior Utility Employee with a Minneapolis/St. Paul Home Zone from District 2 and 3 combined.

It was further understood and agreed that in the event there are no employees available in this home zone as specified in the above paragraph, the Carrier may, in the application of Supplement R, Article V, Section 1(d), offer position specified therein in District No. 6 to Utility Employees in District No. 3 as provided therein.

I believe the above correctly reflects our understanding. If you concur, sign and return one copy to my office.

Sincerely,

/s/ Richard A. Arndt  
General Chairman

CONCURRED:

/s/ Cathryn S. Frankenberg  
VP Labor Relations

SIDE LETTER NO. 4

File: 250-69-888

June 24, 1996

Ms. C. S. Frankenberg  
Vice President – Labor Relations  
CP Rail System  
105 South 5<sup>th</sup> Street – Box 530  
Minneapolis, Minnesota 55440

Dear Ms. Frankenberg:

This will confirm our discussion this date relative to the bulletining and awarding of positions in District No. 6 subsequent to the process outlined in Article IV of the Implementing Agreement of June 24, 1996.

It was agreed that positions in District 6 would be bulletined in all seniority districts simultaneously under Rules 13 and 14 for a period of twelve (12) days, and would be awarded in seniority order under preferences set forth in Article V E.

It was further understood and agreed that employees voluntarily accepting positions in District 6 will be afforded all benefits contained in the June 24, 1996 Implementing Agreement.

I believe the above correctly reflects our understanding. If you concur, sign and return one copy to my office.

Sincerely,

/s/ Richard A. Arndt  
General Chairman

CONCURRED:

/s/ Cathryn S. Frankenberg  
VP Labor Relations

SIDE LETTER NO. 5

File: 250-69-886

June 24, 1996

Ms. C. S. Frankenberg  
Vice President – Labor Relations  
CP Rail System  
105 South 5<sup>th</sup> Street – Box 530  
Minneapolis, Minnesota 55440

Dear Ms. Frankenberg:

This will confirm our conference discussion this date relative to the ratio of Class “C” positions in the Transportation Service Center (TSC), Minneapolis, Minnesota.

During our discussion it was agreed the ratio of Class “C” positions in the Center for supervisory purposes would remain at one (1) Class “C” for every nine (9) fully covered filled in the Center.

It was further understood and agreed that Class “C” position, Chief Dimensional Clearance Clerk, Position 80999, will be included in the one (1) to nine (9) ratio.

This agreement does not obligate the Carrier to maintain or establish positions, except as provided herein.

I believe the above correctly reflects our understanding. If you concur, sign and return one copy to my office.

Sincerely,

/s/ Richard A. Arndt  
General Chairman

CONCURRED:

/s/ Cathryn S. Frankenberg  
VP Labor Relations

SIDE LETTER NO. 6

File: 250-69-886

June 24, 1996

Ms. C. S. Frankenberg  
Vice President – Labor Relations  
CP Rail System  
105 South 5<sup>th</sup> Street – Box 530  
Minneapolis, Minnesota 55440

Dear Ms. Frankenberg:

This will confirm our conference discussion this date relative to the application of Appendix IV, Article IX, Section 1 (d) of the June 24, 1996 Implementing Agreement.

During our discussion it was agreed that in the application of the June 24, 1996 Implementing Agreement, the \$6,000 transfer allowance would be paid in one (1) installment which will be paid within thirty (30) days of the date of transfer.

It was further understood and agreed that if the employe voluntarily leaves the Carrier's service within twelve (12) months of the date of transfer, the Carrier must be reimbursed in one week of such action or any other arrangements made with Carrier.

I believe the above correctly reflects our understanding. If you concur, sign and return one copy to my office.

Sincerely,

/s/ Richard A. Arndt  
General Chairman

CONCURRED:

/s/ Cathryn S. Frankenberg  
VP Labor Relations

SIDE LETTER NO. 7

File: 250-69-886

June 24, 1996

Ms. C. S. Frankenberg  
Vice President – Labor Relations  
CP Rail System  
105 South 5<sup>th</sup> Street – Box 530  
Minneapolis, Minnesota 55440

Dear Ms. Frankenberg:

This will confirm our conference discussion this date relative to application of Appendix IV, Article IX, Section 2 of the June 24, 1996 Implementing Agreement.

During our discussion it was agreed that in the event an employe had listed their real estate subsequent to the April 1, 1996 notice, and a controversy arises relative to the Fair Market Value of said home, the provisions of Article IX, Section 2 (f) would be utilized to resolve said controversy.

I believe the above correctly reflects our understanding. If you concur, sign and return one copy to my office.

Sincerely,

/s/ Richard A. Arndt  
General Chairman

CONCURRED:

/s/ Cathryn S. Frankenberg  
VP Labor Relations

SIDE LETTER NO. 8

File: 250-69-886

June 24, 1996

Ms. C. S. Frankenberg  
Vice President – Labor Relations  
CP Rail System  
105 South 5<sup>th</sup> Street – Box 530  
Minneapolis, Minnesota 55440

Dear Ms. Frankenberg:

This will confirm our conference discussion this date relative to Article IX, Supplement R, Section 1 (a) as amended as it applies to an employee desiring a house-hunting trip to the new location.

During our discussion it was agreed that an employee entitled to Section 1(a) could, by notifying his immediate supervisor, elect to utilize a maximum of three (3) working days (without loss of pay) of the six (6) working day allowed for moving for the purpose of conducting a house-hunting trip prior to the date of transfer.

If the employee elects this option, the employees will be allowed round trip coach class airfare for themselves and spouse or roundtrip mileage expense (type of transportation to be determined by the Carrier). In addition, said employee will be allowed a \$100 per day per diem for all three (3) days.

I believe the above correctly reflects our understanding. If you concur, sign and return one copy to my office.

Sincerely,

/s/ Richard A. Arndt  
General Chairman

CONCURRED:

/s/ Cathryn S. Frankenberg  
VP Labor Relations

SIDE LETTER NO. 9

File: 250-69-886

June 24, 1996

Ms. C. S. Frankenberg  
Vice President – Labor Relations  
CP Rail System  
105 South 5<sup>th</sup> Street – Box 530  
Minneapolis, Minnesota 55440

Dear Ms. Frankenberg:

This will confirm our conference discussion this date relative to the scheduled vacation dates for the calendar year 1996 for employes transferring to the TSC, CMC or TETB.

During our discussion it was agreed that scheduled vacations would be carried forward as arranged.

It was further understood that in the event a situation arose which could not be worked out to the mutual satisfaction of the employe and management, your office and the undersigned would immediately become involved in an attempt to resolve the issue.

I believe the above correctly reflects our understanding. If you concur, sign and return one copy to my office.

Sincerely,

/s/ Richard A. Arndt  
General Chairman

CONCURRED:

/s/ Cathryn S. Frankenberg  
VP Labor Relations

SIDE LETTER NO. 10

File: 250-69-886

June 24, 1996

Ms. C. S. Frankenberg  
Vice President – Labor Relations  
CP Rail System  
105 South 5<sup>th</sup> Street – Box 530  
Minneapolis, Minnesota 55440

Dear Ms. Frankenberg:

This will confirm our conference discussion this date relative to application of the moving and real estate provisions of Supplement R, Article IX, as amended, relative to a situation whereby two married clerical employees or a married clerical employe and an Exempt and/or employe of another craft own a home.

During our discussion it was agreed the intent of the parties is that the Carrier is obligated to pay one real estate benefit and one moving and relocation benefit to the same location per household.

It was further agreed that the transfer allowance amount listed in Section 1(d) was applicable to each individual employe.

I believe the above correctly reflects our understanding. If you concur, sign and return one copy to my office.

Sincerely,

/s/ Richard A. Arndt  
General Chairman

CONCURRED:

/s/ Cathryn S. Frankenberg  
VP Labor Relations

SIDE LETTER NO. 11



File: 250-69-886

June 24, 1996

Ms. C. S. Frankenberg  
Vice President – Labor Relations  
CP Rail System  
105 South 5<sup>th</sup> Street – Box 530  
Minneapolis, Minnesota 55440

Dear Ms. Frankenberg:

This will confirm our conference discussion this date concerning Article IX as amended and the coordination of time off for house hunting trip and/or moving of household and personal belongings.

During our discussions it was recognized that the employees were entitled to the time provided for the purpose of house hunting and/or moving and that in the interim the carrier must continue to operate.

It was recognized that to accomplish a smooth transition, both the understanding and consideration of management and the employees would be needed.

It was understood and agreed that in the event any problem arise in this regard, if they could not be settled at the local level, they would immediately be forwarded to your office and the undersigned who would attempt to resolve the issue.

I believe the above correctly reflects our understanding. If you concur, sign and return one copy to my office.

Sincerely,

/s/ Richard A. Arndt  
General Chairman

CONCURRED:

/s/ Cathryn S. Frankenberg  
VP Labor Relations

SIDE LETTER NO. 12

File: 250-69-886

June 24, 1996

Ms. C. S. Frankenberg  
Vice President – Labor Relations  
CP Rail System  
105 South 5<sup>th</sup> Street – Box 530  
Minneapolis, Minnesota 55440

Dear Ms. Frankenberg:

This will confirm our conference discussion this date relative to the application of Article III-Rate Progression of the April 15, 1986 National Agreement on the Soo Line Railroad.

During our discussion it was understood that, effective with the signing of the June 24, 1996 Implementing Agreement, Article III would no longer be applicable on the Soo Line Railroad.

It was agreed that employees entering service subsequent to June 24, 1996, on positions covered by the clerical agreement would be compensated for the first twenty-four (24) calendar months as provided in Rule 65 of the July 1, 1985 Agreement.

It was further understood and agreed that effective with the signing of the June 24, 1996 Implementing Agreement, employees hired subsequent to June 15, 1986, who are currently under Article III of the 1986 National Agreement would immediately fall under coverage of Rule 65 of the July 1, 1985 Working Agreement and would have all time under Article III computed toward satisfying the provisions of Rule 65.

I believe the above correctly reflects our understanding. If you concur, sign and return one copy to my office.

Sincerely,

/s/ Richard A. Arndt  
General Chairman

CONCURRED:

/s/ Cathryn S. Frankenberg  
VP Labor Relations

SIDE LETTER NO. 13

File: 250-69-886

June 24, 1996

Ms. C. S. Frankenberg  
Vice President – Labor Relations  
CP Rail System  
105 South 5<sup>th</sup> Street – Box 530  
Minneapolis, Minnesota 55440

Dear Ms. Frankenberg:

This will confirm our conference discussion this date relative to Article IX of Supplement R as amended and the determination of Fair Market Value.

During our discussion it was agreed that:

The Fair Market Value of an employe's home will be determined at the time the home is listed with a Realtor and in each instance, prior to the employe being required to relocate.

In each case the Fair Market Value of a home will be determined as of a date sufficiently prior to the change in operations to be unaffected thereby.

I believe the above correctly reflects our understanding. If you concur, sign and return one copy to my office.

Sincerely,

/s/ Richard A. Arndt  
General Chairman

CONCURRED:

/s/ Cathryn S. Frankenberg  
VP Labor Relations

SIDE LETTER NO. 14

File: 250-69-886

June 24, 1996

Ms. C. S. Frankenberg  
Vice President – Labor Relations  
CP Rail System  
105 South 5<sup>th</sup> Street – Box 530  
Minneapolis, Minnesota 55440

Dear Ms. Frankenberg:

This will confirm our discussion this date relative to employees who have accepted promotion from regular assignments in the Transportation Service Center to temporary management/trainer positions and are considered on a leave of absence.

Such employees who retain permanent positions identified on Appendix Ia of this agreement will be treated as incumbents for purposes of this agreement. Such employees whose positions have been abolished during their absence will be considered as incumbents within the Transportation Service Center and will have the ability to bid on positions in accordance with this agreement. Those employees will also be entitled to exercise seniority in accordance with Rule 11, which includes positions being established under the terms of this agreement.

I believe the above correctly reflects our understanding. If you concur, sign and return one copy to my office.

Sincerely,

/s/ Richard A. Arndt  
General Chairman

CONCURRED:

/s/ Cathryn S. Frankenberg  
VP Labor Relations

SIDE LETTER NO. 15

File: 250-69-886

June 24, 1996

Ms. C. S. Frankenberg  
Vice President – Labor Relations  
CP Rail System  
105 South 5<sup>th</sup> Street – Box 530  
Minneapolis, Minnesota 55440

Dear Ms. Frankenberg:

This will confirm our conference discussion this date relative to Appendix I A and the identification of incumbents listed on said notice under the June 24, 1996 Implementing Agreement.

During our discussion it was agreed that clerical positions working within the TSC, CMC and TETB would be identified by five digit numbers appearing in the first column of said document, which would be followed by the name of the incumbent to said position. In the event the employe was in training status or temporarily working an assignment, said employe and status would be identified on a subsequent indented line.

It was further understood and agreed that the clerical incumbent identified in Appendix Ia would have Article IV, B 1 bidding rights and those identified as in training status would have B 2 bidding rights.

I believe the above correctly reflects our understanding. If you concur, sign and return one copy to my office.

Sincerely,

/s/ Richard A. Arndt  
General Chairman

CONCURRED:

/s/ Cathryn S. Frankenberg  
VP Labor Relations

SIDE LETTER NO. 16

MEMORANDUM OF AGREEMENT

BETWEEN THE

SOO LINE RAILROAD COMPANY

AND THE

TRANSPORTATION COMMUNICATIONS INTERNATIONAL UNION

It is hereby agreed that effective June 24, 1996, Article IX of Supplement R – EMPLOYEE PROTECTIVE AGREEMENT of the July 1, 1985 collective bargaining agreement is modified as follows:

ARTICLE IX – MOVING EXPENSES – REAL ESTATE BENEFITS

A Protected Employee who changes the point of his employment pursuant to Articles V and VII hereof, requiring a change of residence, shall be entitled to the following:

Section 1.

- (a) The Protected Employee shall be reimbursed for all actual and reasonable expenses of moving his household and other personal effects from said residence, for the traveling expenses of himself and members of his family, including living expenses for himself and his family, and for his own actual wage loss, not to exceed six (6) working days.
- (b) The ways and means of transportation shall be agreed upon in advance by the Railroad and the affected Protected Employee or his representatives.
- (c) Should the Protected Employee die within two (2) years of the date of transfer, his spouse and/or dependent children may elect to return to the area of his former residence, in which event they will be entitled to the moving benefits of this Section 1.

NOTE 1: An employe will receive the authorized mileage allowance (currently \$.28 cents per mile) for transporting not to exceed two personal motorized vehicles by the most direct route between his former home and his new location. Automobiles and boats will not be authorized for shipment in moving van.

NOTE 2: An employe may elect to receive a cash payment equal to the moving company's estimate to move household and other personal effects, with a maximum of \$5,000 which shall be paid within 30 days of actual relocation of residence.

- (d) In addition, such Protected Employee shall receive a transfer allowance of \$6,000 paid on the following schedule:
- (1) \$3,000 payable within 30 days after the date of transfer.
  - (2) \$1500 payable 8 months after the date of transfer
  - (3) \$1500 payable 16 months after the date of transfer
  - (4) In the event of retirement, death, permanent disability or subsequent relocation in accordance with Articles V and VII hereof, the affected Protected Employee or his estate shall be paid as if he had completed all the prescribed work periods.

## Section 2.

- (a) If the Protected Employee owns his own home (including a Protected Employee under a contract to purchase his home) in the locality from which he is required or requested to move, he shall, at his option, be reimbursed by the Railroad for any loss suffered in the sale of his home for less than its fair market value, including all of the usual and customary closing costs to the seller, such as real estate commission paid to a licensed Realtor (not to exceed \$6,000 or 7 per centum (7%) of sale price, whichever is less), title insurance fee, revenue stamps and pre-payment penalty on existing mortgages, but not to include the payment of any "points" by the seller. In each case the fair market value of the home in question shall be determined as of a date sufficiently prior to the date the Protected Employee is required to move so as to be unaffected thereby.
- (b) The Railroad shall in each instance be afforded an opportunity to purchase the home at such fair market value before it is sold by the Protected Employee to any other person. If the home is not sold within thirty (30) days of the date of the agreed upon appraisal the Railroad will, after receiving a request from the Protected Employee in writing, purchase the home at its fair market value or designate a Relocation Company who will purchase the home at its fair market value and finalize the transaction with the Protected Employee within thirty (30) days of the request upon receipt of appropriate title evidence and vacating of the premises.

An employe who desires to avail himself/herself of this option must include in listing agreement with any Realtor the following provision:

"It is understood and agreed that regardless of whether an offer is presented by a ready, willing and able buyer:

- (1) No commission or compensation shall be earned by, or be due and payable to, broker until the sale of the property has

been consummated between seller and buyer, the deed delivered to the buyer and the purchase price delivered to the seller; and

- (2) The sellers reserve the right to sell the property to Royal LePage Relocation Services International Inc., during the currency of this Agreement, and the seller shall not be liable for the payment of any commission or other compensation. It is further agreed that, after acceptance of the guarantee offer, if a sale of the Property to a third party buyer is arranged during the term of this listing agreement, Royal LePage Relocation Services International Inc. will receive 30% of the listing portion of the commission based on the gross sale price (after real estate board fees) as a service fee.

Furthermore, if an offer is obtained by the seller prior to their acceptance of the guarantee offer from Royal LePage and Royal LePage is required to either accept assignment of the sale, or assist in the closing or the preparation of closing, the service fee will also apply as set out. This fee is payable without respect to any other agreements whether verbal or written entered into by either seller or realtor. This Listing Agreement may be terminated without cost or penalty when Royal LePage assumes marketing control of the property.”

NOTE: TYPE THIS EXCLUSION CLAUSE INTO BODY OF LISTING AGREEMENT – DO NOT JUST ATTACH

- (c) Within thirty (30) days of the date the Protected Employee is required to move, he may elect to waive the provisions of paragraph (a) of this section and to receive, in lieu thereof, an amount equal to 15% of the fair market value of the Protected Employee's owned home not to exceed \$14,000.
- (d) If the Protected Employee is under a contract to purchase his home, the Railroad shall protect him against loss to the extent of the equity he may have in the home and, in addition, shall relieve him from any further obligation under his contract.
- (e) If the Protected Employee holds an unexpired lease of a dwelling occupied by him as his home, the Railroad shall protect him from all loss and cost in securing the cancellation of said lease or shall have the option of assuming the lease.
- (f) No claim shall be paid under the provisions of this Article, unless such claim is presented to the Railroad within one (1) year of the Protected Employee's first day of work at the new work location. This one year period shall be extended ninety (90) days beyond the date of final determination of any dispute under paragraph (f) hereof.



- (g) Should a controversy arise in respect to the fair market value of the home, the loss sustained in its sale, the loss under a contract for purchase, the loss and cost in securing termination of a lease, or any other question in connection with these matters, it shall be decided through joint conference between the Protected Employee, or his representative, and the Railroad. In the event they are unable to agree, the dispute or controversy may be referred by either party to a board of competent real estate appraisers, selected in the following manner: One to be selected by the Protected Employee and one by the Railroad, and these two, if unable to agree within thirty (30) days upon a valuation, shall endeavor by agreement within ten (10) days thereafter to select a third appraiser, or to agree to a method by which a third appraiser shall be selected and failing such agreement, either party may request the Society of Residential Appraisers to designate within ten (10) days a third appraiser whose designation will be binding upon the parties. A decision of a majority of the appraisers will be required and said decision shall be final and conclusive. The salary and expenses of the third or neutral appraiser, including the expenses of the appraisal board, shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the compensation of the appraiser selected by such party. Any dispute or controversy arising under the terms of this paragraph must be instituted by the Protected Employee within one (1) year of the Protected Employee's first day of work at the new location.

NOTE 1: The term "home" as used herein, means a single primary place of abode of an employe which is a structure consisting of not more than two (2) dwelling units (duplex), located on the building site of not more than one acre, or the number of acres consistent with state, city or county codes which is utilized for residential purposes only.

NOTE 2: In order to be eligible for the real estate benefits of this section, a home must be certified as in saleable condition and structurally sound, subject to inspection at Carrier's expense. Necessary repairs to make home in salable condition are employe's expense and not reimbursable.

NOTE 3: In the event the appraised fair market value of an employe's home, excluding mobile homes, is less than the original purchase of such home, the employe will be reimbursed for any loss suffered in the home's sale (not to exceed \$10,000) providing such home has been adequately maintained by the employe. The original purchase price will be determined by presenting proof from the lending institution holding the mortgage of such home.

NOTE 4: Mobile homes are not covered by this agreement, except as set forth in this paragraph. Employes being relocated under this

Agreement who own mobile homes and occupy them as their residence at their current locations, will be allowed the 15% set forth in Paragraph B, where value is determined by using NADA Mobile Home Manufacturer Appraisal Guide. Employees will not be entitled to any other payments or benefits under this section. An employe may, however, request that the mobile home be relocated in lieu of the 15%. If the law permits and the mobile home is moveable, it may be moved if the employe so elects. If moved, the Carrier will assume the cost of moving the mobile home.

TRANSPORTATION COMMUNICATIONS  
INTERNATIONAL UNION

SOO LINE RAILROAD COMPANY

/s/Richard A. Arndt  
General Chairperson

/s/Cathryn S. Frankenberg  
Vice President

/s/Kerry Gilderman  
Vice General Chairperson

/s/Edward L. Doberstein  
Vice General Chairperson

Dated: June 24, 1996

FILE: 0-0010-020

## SUPPLEMENT T

### IMPLEMENTING AGREEMENT BETWEEN THE SOO LINE RAILROAD COMPANY AND THE BROTHERHOOD OF RAILWAY, AIRLINE, AND STEAMSHIP CLERKS

The following agreement is entered into for the purpose of implementing the centralization of the Customer Service function as described in the Carrier's Notice of July 17, 1987.

#### IT IS AGREED:

#### ARTICLE I

1. On or after the effective date of this agreement, the Agency/Customer Service work heretofore performed at various locations throughout the system may be transferred to the Transportation Service Center, District No. 3, Transportation Department, Milwaukee, Wisconsin. The Carrier has determined the tentative schedule for and manner in which the work will be transferred from each location as stipulated in Carrier's notice dated July 17, 1987, attached as Appendix 2.

2. There will be established in the Transportation Service Center Transportation Service Clerk positions which will be responsible for accomplishing functions performed in the various areas of the Center as necessary. The rate of pay of these positions will be \$106.0000.

3. The term "regularly assigned" as used in this agreement refers to employee(s) holding permanent bulletin rights to the position(s) from which the Transportation Service work is to be transferred as of the notice of abolishment.

4. A qualified employee shall be considered entitled to change his place of residence if the reporting point of the affected employee would be more than thirty (30) normal route miles from his point of employment and farther from the employee's residence than was his former point of employment at the time affected.

5. The term "qualified", for other than the incumbents referred to in Section 3 above, as used in this agreement will refer to an employee who has successfully completed the training program outlined in Appendix 1 of this agreement.

It is understood, however, that such incumbents will be subsequently required to attend the classroom portion of the training program for the purpose of familiarizing them with the work of positions they have not performed in the past and new procedures which will be implemented within the center.

## ARTICLE II

1. Effective on or after the dates stipulated in Carrier's notice dated July 17, 1987, the positions listed may be abolished and the work may be transferred to clerical positions within the Transportation Service Center. The Carrier will provide not less than thirty (30) days' advance written notice, if the transfer entitles the employee to a change of residence, and not less than ten (10) days' advance written notice if the transfer does not entitle the employee to a change of residence, to the employee regularly assigned, as of the date of the abolishment, to the positions listed in the Carrier's Notice of July 17, 1987 attached hereto as Appendix 2. (Notice has been retained but not shown.)

2. A Protected employee regularly assigned to a position as outlined, who would be entitled to change his place of residence as defined in Article IV, Section 1(c) of the July 1, 1985 Employee Protective Agreement as a result of such transfer, may elect, in writing, one of the following options within twenty (20) days of the notice provided in Article II, Section 1 of this agreement:

(a) Transfer to a position established in the Transportation Service Center concurrent with the transfer of his work thereto and receive the moving expenses and transfer allowance provided in Supplement R, Article IX of the Employee Protective Agreement. Such protected employees may elect to utilize the Carrier's third party relocation service. In lieu of the moving benefits in Supplement R, Article IX, an employee may transfer and receive a lump sum relocation allowance of \$6,000 if the employee does not own his place of residence, and \$12,000 if the employee owns his place of residence. Such lump sum relocation allowance will cover all costs associated with moving, including,

but not limited to, the sale of real estate and the breaking of a lease, if any, with the understanding that no other compensation for moving will be paid to employees electing the relocation allowance.

(1) An employee who elects to follow his work, but by virtue of his seniority cannot hold a position established in the Transportation Service Center at the time his work is transferred thereto, may exercise displacement rights in accordance with Rule 22 but will be considered as making application for (and must accept) new positions and permanent vacancies in the Transportation Service Center not filled by an employee transferring with his work. At such time as the employee is assigned a permanent position in the Transportation Service Center, he will be entitled to the moving expenses and transfer allowance or, in lieu thereof, the lump sum relocation allowance provided in (a) above.

(b) Elect to take a separation allowance as provided in Appendix 3;

(c) Displace in his seniority district; provided, however, if such a displacement involves a change of residence, prior approval from the Railroad would be required for the Protected Employee to be eligible for the relocation benefits in Article IX of the July 1, 1985 Employee Protective Agreement. If the Railroad does not approve, the Protected Employee may relocate without the benefits of Article IX, or may exercise seniority in his home zone, or if unable to hold a position in his home zone becomes a Utility Employee and will continue to receive the monetary protection provided in Article III of the July 1, 1985 Employee Protective Agreement subject to the terms and conditions stipulated herein.

3. A position established in the Transportation Service Center pursuant to the transfer of Agency/Customer Service work thereto which is not filled by an employee transferring with his work will be bulletined in accordance with Rule 14 of the July 1, 1985 BRAC Agreement. An employee who had elected to transfer with his work but unable to hold a position, per Section 2(a) (1) of this Article, will have preference for such position in accordance with his seniority relative to other employees making application.

NOTE: It is understood an employee not regularly assigned, as of the date of the abolishment, to a position listed in Section 1 of Article II, who exercises seniority to and is awarded a position in the Transportation Service Center in accordance with this Section 3, will be entitled to the lump sum relocation allowance provided for in Article II, Section 2(a) herein if he would be entitled to change his place of residence.

### ARTICLE III

An employee who elects a separation allowance in accordance with 2(b) of Article II and Appendix 3 of this agreement, or an employee who has elected option 2(c) in Article II, may be assigned for up to ninety (90) days to perform work or act as a trainer at the point from which or to which the work is transferred with the understanding that such employee will be entitled to the following, if so assigned:

- (a) \$20.00 per day for food and miscellaneous expense not otherwise specified herein for each day he is required to be away from his former work location.
- (b) Air or rail transportation will be arranged by the Carrier at no cost to the employee and he will perform travel during the work week between 7:00 a.m. and 6:00 p.m., whenever possible. (If air or rail travel is unavailable, Rule 55 will apply.)
- (c) The employee will not be required to remain away from his home location for more than twelve (12) consecutive days.
- (d) The employee will be compensated an additional two (2) hours pro rata on each day travel is performed.
- (e) The Carrier will arrange for lodging without cost or obligation to the employee and, if such lodging is more than one (1) mile from the assigned work location, will provided transportation to and from lodging.
- (f) The employee will be compensated for service performed at his protected rate or the rate of the position to which assigned, whichever is greater, with an additional \$4.00 a day for each day he acts as a trainer.

NOTE: Each employee must complete an expense form at the end of each month before the expenses outlined in Items (a) and (b) of Article III are paid.

#### ARTICLE IV

1. An employee paid the lump sum relocation allowance provided in Article II, Section 2(a) of this agreement, or the transfer allowance and moving benefits of Supplement R, Article IX, as specified in the BRAC Schedule, will not be allowed to vacate the Transportation Service Center position on Seniority District #3 for a period of twelve (12) months from the date of his assignment to such position. In the event special situations arise, the employee may be permitted to vacate the position prior to the expiration of the twelve-month period with the approval of the Officer in charge of the Transportation Service Center and the General Chairman.

#### ARTICLE V

1. An employee assigned to a position in the Transportation Service Center, in accordance with Article II of this agreement, who has not already established seniority in District No. 3, will have his seniority transferred to District No. 3 and dovetailed in accordance with his seniority on the district from which he came. If more than one transferring employee from different seniority districts have the same dating on their respective rosters, their ranking on District No. 3 will be determined by their attained ages in descending order and if this fails, then by alphabetical order.

#### ARTICLE VI

1. The Carrier may establish one or more GREB assignments to perform vacation relief work, fill any short vacancies, and perform any extra work as required in the Transportation Service Center.

(a) The position(s) will be bulletined in accordance with schedule rules and will be available to qualified employees.

ARTICLE VII

1. As outlined in Appendix 1 of this agreement, the Carrier will establish a training program so that employees who are not regularly assigned, as of the date of the abolishments, to a position listed in Section 1, Article II of this agreement may obtain the required training including on-the-job experience for such positions.

2. Such employees must successfully complete the training program before they are considered to have sufficient fitness and ability to exercise seniority to a position in the Transportation Service Center.

ARTICLE VIII

1. The purpose of this agreement is to provide a force sufficient to meet the Carrier's needs and, except as specifically provided herein, nothing in this agreement shall be construed as an obligation upon the Carrier to maintain or establish positions.

2. All appendices and attachments hereto are considered as a part of this agreement with equal force and effect.

3. This agreement does not modify or in any way affect schedule rules or agreements, except as provided herein, and shall remain in effect and be subject to change by mutual agreement or upon written notice by either party signatory hereto, in accordance with the provisions of the Railway Labor Act, as amended.

For the  
BROTHERHOOD OF RAILWAY, AIRLINE  
AND STEAMSHIP CLERKS

For the  
SOO LINE RAILROAD COMPANY

By /s/John E. Cameron  
General Chairman

By /s/ C. W. Nelson  
Vice President Labor  
Relations & Personnel

Effective Date: 9/16/87



## APPENDIX 1

This appendix stipulates the terms and conditions governing the training program for employees who desire positions in the Transportation Service Center:

1. Employees who desire a position in the Transportation Service Center, must successfully complete the training program to be considered as having sufficient fitness and ability to exercise seniority to a centralized Agency/Customer Service position.

2. The training positions contemplated herein will be temporary positions of three (3) to ten (10) weeks duration and will be advertised for ten (10) calendar days concurrently on all Seniority Districts and interested employees may make application for such program by submitting written bids to the designated officer. The training program will consist of approximately three (3) weeks of classroom as well as on-the-job training for thirty (30) work days. The advertisement will specify the location of the class, the expected duration, and the number of employees to be trained (to be determined by the Carrier based on the number of positions to be established). Employees who are determined to have sufficient fitness and ability will be assigned in seniority order to the training program.

3. (a) Employees selected for the training program will be considered on temporary assignment and, if regularly assigned to a position, the vacancy on that position, if filled, will be filled in accordance with procedures outlined herein.

(b) While assigned to the training program, the employee, if regularly assigned, will be compensated at the rate of his regular assignment or his protected rate, whichever is higher, or if unassigned, at his protected rate or at the training rate of \$90.00 per day.

(c) Employees assigned by this agreement to this training program will be paid per (b) above for eight hours per assigned work day and will be allowed actual necessary expenses for each day unable to return to their headquarters and for traveling to and from such training program, but will not be compensated for time spent traveling to and from such training program either on their rest days or outside their assigned hours on days assigned to work.

4. Upon successful completion of the training program, including thirty (30) work days on-the-job training, the employee will be considered qualified and will be considered as making application for all positions advertised in the Transportation Service Center within a period of six (6) months from the date such employee completed the training program. Employees assigned to positions within the Transportation Service Center, after completing the training program, will be permitted to vacate the Transportation Service Center for a period of six (6) months from the date of such assignment.

5. If an employee is not making satisfactory progress in the training program, the employee may be considered disqualified and may exercise his rights in accordance with Schedule Rule 7. An employee so released will be entitled to a written explanation of why he was disqualified, if he so requests.

6. Employees successfully completing the training program including on-the-job training will be considered by the Carrier as having sufficient fitness and ability to exercise seniority on a position in the Transportation Service Center.

7. An employee who has successfully completed the training program and performs no service on a position in the Transportation Service Center for a period of twelve consecutive months or more may be required by the Carrier to again complete the training program or a refresher course before allowed to work on a position in the Transportation Service Center.

8. Upon completion of the training program and until such time as the employee's seniority entitles him to a position in the Transportation Service Center, the employee will return to his previous status in accordance with Schedule Rule 11.

APPENDIX 2

Notice dated July 17, 1987

(RETAINED BUT NOT SHOWN)

### APPENDIX 3

The Carrier will make available to the eligible employees who elect Option 2(b) of Article II the following separation allowance options and each eligible employee may elect one (1):

1. A separation allowance, equivalent to the daily rate of the position to which regularly assigned, multiplied by 261 days divided by the number of months remaining until such employee is 62 years of age, or 36 months, whichever is lesser, shall be paid until the employee's 62<sup>nd</sup> birthday, death or the expiration of thirty-six (36) months, whichever occurs first.

Upon expiration of the separation allowance the employee's resignation from the service of the Railroad and forfeiture of all seniority and employment rights shall become effective. Until such time, the employee shall be considered to be actively employed for the purpose of Health, Welfare, and Dental Plans benefits under the provisions of the BRAC schedule.

Before the separation allowance is effective, the employee will exhaust all vacation earned by service performed in the prior year or in lieu thereof receive a lump sum payment. Vacation to which the employee is entitled for service performed in the current year shall be paid in a lump sum.

During the time an employee is receiving a separation allowance, no other payments shall be made, and no offset for outside earnings shall be made. In addition, the employee, by acceptance of the separation allowance, agrees not to exercise any seniority rights during the time he is receiving such allowance. The Railroad will withhold and make payments to the Railroad Retirement Board from separation allowances in the same manner as from active employees, including employer payments, to the full extent required or permitted by law and the employee shall remain subject to Union Shop and Dues Deduction Agreements.

Separation allowances shall be paid on the first of each month beginning with the month following the month in which the employee last performs service or exhausts vacation attributable to service performed in the prior year.

Any employee electing a separation allowance under this Option (1) shall have the right to terminate his monthly payments at any time after his 61<sup>st</sup> birthday. At that time his resignation shall become effective, he shall be entitled to a lump sum payment of all monthly payments remaining due, and all health, welfare and other benefits due under this agreement shall terminate.

2. A separation payment equivalent to 360 days times the daily rate of the position to which regularly assigned will be paid. Employees who make application for a separation payment agree to resign and (in lieu of all other benefits and protection) accept such separation.

An employee who is awarded a lump sum separation payment under this subparagraph (2) shall upon executing the resignation form, terminate his seniority and employment relationship with the Soo and Milwaukee or their successor. The effective date of such termination shall be the date of execution of the resignation form, unless otherwise agreed upon the parties hereto.

The separation payment shall be paid in 16 equal monthly installments beginning on the first day of the month following the month in which the employee's termination was effective. The separation payment will be in addition to any vacation allowances and other compensation for service rendered due the employee as of the date of his separation.

3. A lump sum separation as provided in Article VIII of the July 1, 1985 Employee Protective Agreement.
4. An employee awarded a separation allowance as provided in paragraphs 2 or 3 will have an amount equivalent to seventeen (17) months Union Dues deducted from his initial separation payment.
5. If an employee is holding a position that has been identified by a Supplement P notice and TWC has been implemented in his territory he shall also be eligible for:

A monthly continuation allowance equivalent to 50% of the daily rate of the position to which regularly assigned multiplied by 21.75 days will be paid for sixty (60) months or until such employee is eligible for an unreduced annuity under the Railroad Retirement Act or is deceased, whichever occurs first.

Upon expiration of the continuation allowance the employee's resignation from the service of the Carrier and forfeiture of all seniority and employment rights shall become effective. Until such time, the employee shall be considered to be actively employed for the purpose of health, Welfare, and Dental Plans benefits under the provisions of Rule 57 of the BRAC Schedule.

As a condition of obtaining a continuation allowance the employee shall agree not to exercise seniority rights during the period entitled to a continuation allowance.

Before the continuation allowance is effective, the employee will exhaust all vacation earned by service performed in the prior year. The continuation allowance will be effective on the first day of the month following the month in which such vacation was exhausted.

During the time an employee is receiving a continuation allowance, no other payments shall be made. The Carrier will withhold and make payments to the Railroad Retirement Board from continuation allowances

in the same manner as from active employees, to the full extent required or permitted by law, and the employee shall remain subject to Union Shop and Dues Deduction Agreements.

This will be in lieu of a separation to eligible employees in the home zone as provided in Supplement P.

NOTE: The Carrier may hold an employee who has elected a separation allowance for up to ninety (90) days to perform work as provided in this agreement, in which case such employee's resignation will not become effective until released from service or at the end of ninety (90) days, whichever occurs first.

September 14, 1987

Transportation Service  
Center Implementing  
Agreement dated  
September 14, 1987

Mr. J. E. Cameron, General Chairman  
Transportation Communications  
International Union  
506 Board of Trade Building  
Duluth, MN 55802

Dear Mr. Cameron:

Letter of Understanding No. 1

This will confirm agreement reached to provide for the establishment of a "C" position within the Transportation Service Center for the purpose of performing steno clerk duties at the rate of \$104.00 per day.

Yours truly,

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

I concur:

/s/ John E. Cameron  
General Chairman – TCU

Dated: 9/16/87

September 14, 1987

Transportation Service  
Center Implementing  
Agreement dated  
September 14, 1987

Mr. J. E. Cameron, General Chairman  
Transportation Communications  
International Union  
506 Board of Trade Building  
Duluth, MN 55802

Dear Mr. Cameron:

Letter of Understanding No. 2

This will confirm agreement reached concerning the manner in which positions within the Transportation Service Center will be filled and the application of seniority with regard to incumbents following their work into the center.

An incumbent will be afforded the opportunity to move into the center on his position or with a position established in connection with the transfer of work. After such incumbent completes the required classroom training, he may return to his position within the center or exercise seniority to displace the junior employee on any shift.

After the completion of the implementation, the Carrier and the General Chairman will review seniority equity within the office to determine if positions should be opened to an exercise of seniority within the office.

Yours truly,

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

I concur:

/s/ John E. Cameron  
General Chairman – TCU

Dated: 9/16/87



September 14, 1987

Transportation Service  
Center Implementing  
Agreement dated  
September 14, 1987

Mr. J. E. Cameron, General Chairman  
Transportation Communications  
International Union  
506 Board of Trade Building  
Duluth, MN 55802

Dear Mr. Cameron:

Letter of Understanding No. 3

This will confirm the understanding that should any changes occur regarding the positions identified in Appendix 2, the Carrier will supplement the July 17, 1987 notice with a 30 day advance notice. Incumbents of positions to be abolished will be provided a 30 day notice.

Yours truly,

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

I concur:

/s/ John E. Cameron  
General Chairman – TCU

Dated: 9/16/87

August 18, 1988

Mr. J. E. Cameron, General Chairman  
Transportation Communications Union  
506 Board of Trade Building  
Duluth, MN 55802

Dear Mr. Cameron:

Letter of Understanding No. 4

This will confirm agreement reached August 18, 1988, regarding the employees assigned to the training program as provided in Appendix 1 of the September 16, 1987 Transportation Service Center Implementing Agreement.

It is hereby agreed that employees who are assigned to the training program will not be allowed to take vacation during the three (3) to ten (10) week duration of the training program.

Yours truly,

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

I concur:

/s/ John E. Cameron  
General Chairman – TCU

Dated: 8/18/88

August 18, 1988

Mr. J. E. Cameron, General Chairman  
Transportation Communications Union  
506 Board of Trade Building  
Duluth, MN 55802

Dear Mr. Cameron:

Letter of Understanding No. 5

It is hereby agreed to amend paragraph 4 in Appendix 1 of the September 16, 1987 Transportation Service Center Implementing Agreement to read as follows:

“4. Upon successfully completion of the training program, including thirty (30) work days on-the-job training, the employee will be considered qualified and will be considered as making application for all positions advertised in the Transportation Service Center within a period of six (6) months from the date such employee completed the training program. Employees assigned to positions within the Transportation Service Center, after completing the training program, will not be permitted to vacate the Transportation Service Center for a period of twelve (12) months from the date of such assignment.”

This amendment will remain in effect until December 31, 1989, at which time original language of paragraph 4 in Appendix 1 of the September 16, 1987 Transportation Service Center Implementing Agreement will be reinstated and activated.

Yours truly,

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

I concur:

/s/ John E. Cameron  
General Chairman – TCU

Dated: 8/18/88

August 18, 1988

Mr. J. E. Cameron, General Chairman  
Transportation Communications Union  
506 Board of Trade Building  
Duluth, MN 55802

Dear Mr. Cameron:

Letter of Understanding No. 6

This will confirm agreement reached August 18, 1988, regarding the employees assigned to the positions which are transferred to the Transportation Service Center in accordance with the September 16, 1987 Implementing Agreement.

It is hereby agreed that these employees, if they do not successfully complete the training program as provided in Appendix 1, will be able to exercise their seniority as provided by Rule 22 of the July 1, 1985 TCU (BRAC) Agreement.

Yours truly,

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

I concur:

/s/ John E. Cameron  
General Chairman – TCU

Dated: 8/18/88

August 18, 1988

Mr. J. E. Cameron, General Chairman  
Transportation Communications Union  
506 Board of Trade Building  
Duluth, MN 55802

Dear Mr. Cameron:

Letter of Understanding No. 7

This will confirm agreement reached August 18, 1988 regarding the establishment of training classes as provided in Appendix 1 of the September 16, 1987 Transportation Service Center Agreement.

It is hereby agreed to establish two (2) training classes a year for employees to voluntarily attend on their own time. The voluntary training classes must have the minimum of four (4) employees and not to exceed eight (8) employees. An employee who successfully completes a voluntary training class on his own time as provided herein, will not be required to make application for positions as required in Letter of Understanding No. 5 dated August 18, 1988 or paragraph 4 in Appendix 1 of the September 16, 1987 Transportation Service Center Agreement.

This agreement will remain in effect for two (2) years after which time it may be cancelled by either party upon ten (10) day's written notice.

Yours truly,

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

I concur:

/s/ John E. Cameron  
General Chairman – TCU

Dated: 8/18/88

October 24, 1988

Mr. J. E. Cameron, General Chairman  
Transportation Communications Union  
506 Board of Trade Building  
Duluth, MN 55802

Dear Mr. Cameron:

Letter of Understanding No. 8

This will confirm the agreement reached October 24, 1988, regarding the establishment of three (3) Chief Clerk Positions and one (1) Relief Position in the Milwaukee Billing Center, Milwaukee, Wisconsin. These positions will be designated as "C" positions.

The daily rate of these positions will be \$115.00 and the hours will be as follows:

<u>Title</u>	<u>Assigned Hours</u>	<u>Work Days</u>
Chief Clerk – 1	7:59AM – 3:59 PM	Friday – Tuesday
Chief Clerk – 2	3:59PM – 11:59PM	Sunday – Thursday
Chief Clerk – 3	11:59PM – 7:59AM	Monday – Friday
Relief Chief Clerk	7:59AM – 3:59PM	Wednesday – Thursday
	3:59PM – 11:59PM	Friday – Saturday
	11:59PM – 7:59AM	Sunday

Yours truly,

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

I concur:

/s/John E. Cameron  
General Chairman – TCU

Dated: 10/24/88

File: 279-24-1

November 2, 1988

Mr. C. W. Nelson  
Vice President-Labor Relations  
Soo Line Railroad Co.  
Soo Line Building – Box 530  
Minneapolis, MN 55440

Dear Sir:

I signed the Letter of Understanding No. 8 regarding the Milwaukee Billing Center with the following stipulations as agreed to by your staff.

All clerical employees making application for and awarded the "C" positions will receive additional training prior to entering the Billing Center. Employees that have currently, or in the past received formal training to enter the Billing Center, will not have superior advantage over other clerical employees in District No. 3 in being selected for these positions. It was also agreed that if employees awarded these "C" positions would be entitled to change their place of residence, as defined in Article IV, Section 1(c) of the July 01, 1985 Employee Protection Agreement, they would be entitled to the following:

Transfer to the new work location and receive the moving expenses and transfer allowances provided in Supplement R, Article IX of the Employee Protective Agreement. Such protected employees may elect to utilize the Carrier's third party relocation service. In lieu of the moving benefits in Supplement R, Article IX, an employee may transfer and receive a lump sum relocation allowance of \$6,000 if the employee does not own his place of residence, and \$12,000 if the employee owns his place of residence. Such lump sum relocation allowance will cover all costs associated with moving, including, but not limited to, the sale of real estate and the breaking of a lease, if any, with the understanding that no other compensation for moving will be paid to employees electing the relocation allowance.

Sincerely,

/s/John E. Cameron  
General Chairman

JEC/klr

February 23, 1989

Mr. J. E. Cameron, General Chairman  
Transportation Communications International Union  
506 Board or Trade Building  
Duluth, MN 55802

Dear Mr. Cameron:

Letter of Understanding No. 9

It is hereby understood that under Article II, Section 2, of the September 16, 1987 Transportation Service Center Implementing Agreement that if a position is not transferred within thirty (30) days of the scheduled transfer date the affected employee will be given five (5) days, prior to the transfer of his position, to change/reconsider his election.

Yours truly,

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

I concur:

/s/John E. Cameron  
General Chairman – TCU

Dated: February 23, 1989



File: 0-0048-008

September 30, 1992

Mr. K. D. Gilderman, General Chairman  
Transportation Communications Int'l. Union  
515 Board of Trade Building  
Duluth, MN 55802

Dear Mr. Gilderman:

Letter of Understanding No. 10

It is hereby agreed to amend paragraph 6 of Section 1 in Appendix 3 of the September 16, 1987 Transportation Service Center Implementing Agreement to read as follows:

“Any employee electing a separation allowance under this Option (1) shall have the right to terminate his monthly payments at any time after his 60<sup>th</sup> birthday. At that time his resignation shall become effective, he shall be entitled to a lump sum payment of all monthly payments remaining due, and all health, welfare and other benefits due under this agreement shall terminate.”

This amendment will become effective October 1, 1992.

Yours truly,

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

I concur:

/s/Kerry Gilderman  
General Chairman – TCIU

Dated: 10/7/92

MEMORANDUM OF AGREEMENT  
BETWEEN THE  
SOO LINE RAILROAD COMPANY  
AND THE  
TRANSPORTATION COMMUNICATIONS INTERNATIONAL UNION

The September 16, 1987 Implementing Agreement governing the centralization of the Agency/Customer Service functions on the Soo Line Railroad is amended as follows:

ARTICLE III, Paragraph 1, deleted and the following inserted:

“An employee who elects a separation allowance in accordance with 2(b) of Article II and Appendix 3 of this agreement, or an employee who has elected Option 2(c) in Article II, may be assigned, subject to the approval of the employee, for up to ninety (90) days to perform work or act as a trainer at the point from which or to which the work is transferred with the understanding that such employee will be entitled to the following, if so assigned:”.

For the  
TRANSPORTATION COMMUNICATIONS  
INTERNATIONAL UNION

For the  
SOO LINE RAILROAD COMPANY

By /s/John E. Cameron  
General Chairman

By /s/C. W. Nelson  
Vice President Labor Relations  
& Personnel

Effective Date: November 23, 1987

MEMORANDUM OF AGREEMENT  
BETWEEN THE  
TRANSPORTATION COMMUNICATIONS INTERNATIONAL UNION  
AND THE  
SOO LINE RAILROAD COMPANY

This will confirm our Agreement reached June 1, 1990, concerning the establishment of "C" positions in the Soo Service Center at Milwaukee, Wisconsin and the ratio of "C" positions to fully covered positions. The T.C.U. and Carrier agreed to the following terms and conditions governing the establishment and the ratio of "C" positions in the Soo Service Center:

1. Effective on or after June 18, 1990 the Soo Service Center will establish six (6) Chief Clerk "C" positions; one (1) position each shift, a relief position, and two (2) Guaranteed Rotating Extra Board "C" positions. The Guaranteed Rotating Extra Board "C" positions will relieve vacations, temporary vacancies, short vacancies and perform other duties as assigned in the center when not relieving a specific "C" position. If the Guaranteed Rotating Extra Board covering the fully covered positions in the Service Center becomes exhausted the employees on the "C" Guaranteed Rotating Extra Board may be utilized in accordance with Rule 17(k) of the July 1, 1985 TCU Agreement.

2. The Carrier agrees that at any given time during the establishment of the Soo Service Center, the transfer of work and positions into the Service Center and training of employees, the ratio of "C" positions to fully covered positions shall not be more than one (1) "C" position for every five (5) fully covered positions.

3. The Carrier agrees that on July 1, 1991 when the Soo Service Center is expected to be functioning at full force, all positions and work have been transferred to the Service Center and the employees have been fully trained, the ratio of "C" positions to fully covered positions shall be no more than one (1) "C" position to nine (9) fully covered positions.

Should the Soo Service Center not be functioning full force, as of July 1, 1991 the ratio of 1-5 may be maintained until such time as the transfer and the training has been completed. It is understood that Carrier will not delay transfers or training for the purpose of maintaining the 1-5 ratio.

4. It is further understood that the Chief Dimensional Clearance Clerk, Position No. 80999 and the Steno/Clerk, Position No. 80960, will not be included in the number of positions in the Service Center nor will they be a factor in determining the ratio of fully covered positions to "C" positions.

5. This Agreement provides for a force sufficient to meet the Carrier's need in the supervision and operation of the Soo Service Center, and except as specifically provided herein, nothing in this Agreement shall be construed as an obligation upon the Carrier to maintain or establish positions.

6. It is agreed that any inadvertent errors, omissions, or inclusions in this Agreement recognized by both parties as being inconsistent with the purpose and intent of this Agreement, will be corrected, included or deleted, as the case may be, to properly reflect the understanding reached through negotiations.

7. This Agreement does not modify or in any way affect Schedule Rules or Agreement, except as provided herein.

For the

TRANSPORTATION COMMUNICATIONS  
INTERNATIONAL UNION

/s/John E. Cameron  
General Chairman

For the

SOO LINE RAILROAD COMPANY

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

Effective Date: June 22, 1990

## SUPPLEMENT U

### VOLUNTARY SEPARATION ALLOWANCES

Article IV, Section 3 of the 1997 MOA between Soo/TCU

- (1) To expedite attrition, the Company may choose to make available to TCU protected employees at certain locations an option for a Voluntary Separation Allowance as follows:
  - (a) A lump sum separation allowance of \$52,000. That amount to be reduced by the applicable payroll deductions, including federal and state taxes, and the employee must authorize a one-time deduction of 21 months' union dues and assessments.
  - (b) A separation allowance of \$46,600, payable in equal monthly payments for up to 12 months. That amount will be reduced by the applicable payroll deductions, including federal and state taxes, and the employee must authorize a one-time deduction of 19 months' union dues and assessments.
  - (c) A separation allowance of \$41,200, payable in equal monthly payments for up to 24 months. That amount will be reduced by the applicable payroll deductions, including federal and state taxes, and the employee must authorize a one-time deduction of 16 months' union dues and assessments.
  - (d) Employees electing (b) or (c) above shall be relieved from duty, but considered in active service until the expiration of the last monthly payment at which time their service and seniority shall be terminated. Separation and compensation paid in these monthly payments will be considered the same as regular compensation insofar as taxation is concerned. However, this separation compensation will not be considered as qualifying payments for the purpose of applying the national Vacation Agreement nor will this extend time allowed such employees any other compensation benefits under the Schedule Agreements or National Agreements.

It is understood that all health and welfare benefits, including dental as well as contributions toward Railroad Retirement Tax shall be continued during the period that the monthly payments are in effect.

- (e) Employees electing a separation allowance under (b) or (c) above shall have the right to terminate their monthly payments at any time, and they shall be entitled to a lump sum payment of all monthly payments remaining due, and all health, welfare and other benefits due under this agreement shall terminate.

NOTE: In the case of death of the employe prior to final payment of the full amounts under b (2), (3) or (4) above of this agreement, the payment of the remaining monies shall be made to the estate of the deceased in a lump sum.

- (f) The applicable union dues and assessments will be at the prevailing rate in effect at the time election of option is made. Furthermore, the one-time deduction of union dues as set forth above will be applied on the initial payment.
- (g) Employees who accept an amount set forth in this Article will also be compensated at the time of separation (lump sum or first monthly payment), any other compensation that may be due an employe under the National Vacation Agreement or sick leave allowance, the same as if retired, of the Schedule Agreement.
- (h) The lump sum payment or first monthly payment will be received no later than thirty (30) calendar days from the last date said employee performed service. It is understood the release date of an employee electing a separation allowance shall be determined by the Carrier, except an employee will be released within ninety (90) calendar days of the date upon which the resignation form is received unless agreed otherwise between management and the General Chairman.

SUPPLEMENT V

LISTING OF "B", "C" AND "S" POSITIONS

NOT INCLUDED

SUPPLEMENT W

TRANSPORTATION COMMUNICATIONS UNION

Consolidated System Board of Adjustment No. 46  
S500 73<sup>rd</sup> Avenue N.E., Suite 110, Fridley, MN 55432  
Larry D. Swanson, General Chairman  
(763) 502-7828  
FAX (763) 502-7818

250-69

December 13, 2006

Ms. C. S. Frankenberg, Vice President Labor Relations  
CP Rail System  
501 Marquette Avenue  
Minneapolis, Minnesota 55402

Dear Ms. Frankenberg:

This will confirm discussion November 30, 2006, between C. D. Kujawa and the undersigned regarding the establishment of one (1) "C" GREB position to meet temporary and possibly long-term service requirements on Administrative positions at Bensenville, Illinois. During this discussion, it was mutually agreed as follows:

1. It is understood and agreed that effective immediately, one (1) GREB position, designated as a "C" position, will be established to protect only "C" Administrative Clerk positions at Bensenville, IL. It is further understood and agreed that this GREB "C" position will remain in effect until January 1, 2008 and will not be subject to Rule 17(j) and may be extended by mutual agreement with notification of no less than thirty (30) days prior to expiration.
2. It is understood and agreed that if in the future there is an excess of utility employees in the Bensenville Home Zone, before requiring said clerks to take work outside their Home Zone or to perform comparable work in other Crafts under the provisions of Supplement R, the Carrier must convert the "C" GREB position to that of fully covered and this agreement will be terminated at that time.



C. Frankenberg  
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3. It is understood and agreed that if the incumbent of the "C" GREB performs work on less than five (5) days in his/her Monday through Sunday work week, s/he will be paid for the days on which no work is offered at the pro rata rate of the Administrative Clerk position, or the employee's protective guarantee, whichever is higher, per day, including COLA and future wage increases. All other existing provisions of the GREB rule (Rule 17) will apply, unless as otherwise agreed between the parties.

4. It is understood and agreed that if the terms and conditions of this agreement are not being applied as set forth above, the Organization may cancel with thirty (30) days written notice. It is understood and agreed that this understanding is made due to the unique facts and circumstances involved and is made on a non-precedent, non-referable basis.

Please signify your concurrence by signing in the space provided and returning one copy to this office.

Sincerely,

/s/ Larry D. Swanson  
General Chairman

I concur:

/s/ Cathryn S. Frankenberg  
VP Labor Relations

LCS:kg