

Agreement

between

THE BELT RAILWAY COMPANY OF CHICAGO

and

THE EMPLOYEES THEREON REPRESENTED BY

THE BROTHERHOOD OF MAINTENANCE OF WAY
EMPLOYEES

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RULE 1 - SCOPE

The rules herein shall govern the hours of service and working conditions of all employees in the Maintenance of Way and Structures Department represented by the Brotherhood of Maintenance of Way Employes.

RULE 2 - SENIORITY

Seniority of an employee coming within the scope of this Agreement begins at the time the employees pay starts on the first period of employment in the Maintenance of Way and Structures Department, subject to service according to the rules as hereinafter provided.

October 17, 1986 National Agreement ARTICLE IV - TERMINATION OF SENIORITY and Sideletter No. 4

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

The "365 consecutive days" shall exclude any period during which a furloughed employee receives compensation pursuant to an S.T.B. employee protection order or an employee protection agreement or arrangement.

Subject to the Company's legal obligations, when hiring maintenance of way employees, the Carrier shall give preference to maintenance of way employees who have been furloughed and who apply for employment during such period of furlough and prior to termination of seniority, provided that such employees are able to meet the physical and other re-employment requirements of the Company.

RULE 3 - SUB-DEPARTMENTS

Seniority rights of all employees are confined to the sub-department in which employed except as outlined herein.

Sub-departments are defined as the Track Sub-Department and the Bridge and Building Sub-Department. When vacancies occur on the entry level positions such as Laborer or Helper in either the Track Sub-Department or the Bridge and Building Sub-Department for whatever reason and no suitable employee is found within that sub-department to fill said vacancy, employees from the other sub-department shall have the right to bid on and be awarded said vacancies in accordance with the appropriate rules governing such matters contained in this agreement. Within thirty (30) days of being awarded the entry-level position, the successful applicant will be required to relinquish his seniority in the sub-department from which he has exercised it.

BRIDGE AND BUILDING SUB-DEPARTMENT:

Employees in the Bridge and Building Sub-department shall be classified as follows:

Rank	Classification
A	Foreman
B	Carpenter
C	Laborer

Rank A:

An employee directing the work of men and reporting to officials of the Company shall be classified as a Foreman.

Rank B:

An employee assigned to construction, repair, maintenance or dismantling of buildings, bridges or other structures including the building of concrete forms and the mixing, blending, sizing, applying of paint, kalsomine, whitewash or other preservatives to structures either by brush, spray or other methods, or glazing, including the cleaning or preparation incidental thereto, shall be classified as a B&B Carpenter.

Rank C:

An employee assigned to assist the B&B Carpenter shall be classified as a laborer.

TRACK SUB-DEPARTMENT

Employees in the Track Sub-Department are rated in the following order:

Rank	Classification
1 (a)	Foreman & Track Inspectors
(b)	Assistant Foreman
*2 (a)	Leader Mechanic
(b)	Mechanic
(c)	Welder Track
(d)	Helper Mechanic
(e)	Welder Helper Track
*3 (a)	Machine Operator Class A
(b)	Machine Operator Class B
(c)	Machine Operator Class C
(d)	Machine Operator Class D
4 (a)	Truck Driver
5 (a)	Crane Operator Helper
(b)	Trackman

* NOTE: These positions not subject to Rules 18 and 36.

RULE 4 - CONTRACTING OUT OF WORK

(Article IV - Contracting Out - National Agreement 5/17/68):

In the event a Carrier plans to contract out work within the scope of the applicable schedule agreement, the Carrier shall notify the General Chairman of the Organization involved in writing as far in advance of the date of the contracting transaction as is practicable and in any event not less than 15 days prior thereto.

If the General Chairman, or his representative, requests a meeting to discuss matters relating to the said contracting transaction, the designated representative of the Carrier shall promptly meet with him for that purpose. Said Carrier and Organization representatives shall make a good faith attempt to reach an understanding concerning said contracting, but if no understanding is reached the Carrier may nevertheless proceed with said contracting, and the Organization may file and progress claims in connection therewith.

Nothing in this Rule shall affect the existing rights of either party in connection with contracting out. Its purpose is to require the Carrier to give advance notice and, if requested, to meet with the General Chairman or his representative to discuss and if possible reach an understanding in connection therewith.

Note: The following paragraph from the August 24, 1998 Agreement remains in effect.

With respect to Track Department scrap, the Carrier agrees that scrap will be sold "as is-where is". However, stock piling will be reserved to Track Department employees. The Buyer will pick up scrap only from the "stock piles".

RULE 5 - TERRITORIAL LIMITS

Seniority rights of all employees to promotion, new positions, vacancies and displacements, will extend over the entire railroad.

Employees who are not working on extra gangs and are assigned to maintenance on a daily basis of a specific and designated portion, or area, of Carrier property shall have prior rights to any and all overtime duty on that section or area with the understanding that if more forces are required by the Carrier to perform the necessary work, the applicable seniority rules provided in this agreement shall apply.

RULE 6 - CONSIDERATION

Rights accruing to employees under their seniority entitles them to consideration for positions in accordance with their relative length of service with the railroad as hereinafter provided.

RULE 7 - PROMOTION SENIORITY DATE

Seniority rights of employees on bulletined positions will date from the day of their promotion to a regular bulletined position either temporary or permanent provided they are not returned to their former position within thirty (30) days on account of failure to qualify.

(Also see Rule 13 and Attachment Nos. 1 and 2)

RULE 8 - CONCURRENT SENIORITY

A new employee accepting and qualifying for a position in any class will thereby establish the same seniority date for himself in all lower classifications in the sub-department which employed.

RULE 9 - DEFINITION OF PROMOTION

A promotion is an advancement from a lower rank or class to a higher rank or class.

RULE 10 - BASIS OF PROMOTION

Promotion shall be based on ability and seniority, ability being sufficient, seniority shall prevail, management to be the judge.

In assigning employees to fill vacancies or new positions, the provision of the rule will apply.

RULE 11 - FAILURE TO QUALIFY

Employees accepting promotion and failing to qualify within thirty (30) days may return to their former position without loss of seniority.

RULE 12 - SENIORITY ROSTERS

(a) Seniority rosters of employees of each sub-department will be separately compiled. Copies will be furnished foreman and employees' representatives, and foreman will post same in shops, tool houses or outfit cars at convenient places for inspection by employees affected.

(b) Seniority rosters will show the name and date of the entry of the employee in the service of the railroad and dates of promotion. Name of laborers/trackmen will not be included in the seniority roster until they have been in the service of the railroad for at least sixty (60) days.

(c) Rosters will be revised and posted in May of each year and will be open for protest by employees affected for a period of sixty (60) days after posting.

RULE 13 - SENIORITY LIMITS

Separate seniority in the Bridge & Building Sub-department and the Track Sub-department will be established in the following classifications:

BRIDGE AND BUILDING SUB-DEPARTMENT

1. Rank A - Foreman
2. Rank B - Carpenter
3. Rank C - Laborer

TRACK SUB-DEPARTMENT

1. Rank 1 (a) Foreman & Track Inspector
(b) Assistant Foreman
2. Rank 2 (a) Lead Mechanic
(b) Mechanic *
(c) Welder Track *
(d) Helper Mechanic #
(e) Welder Helper Track #
3. Rank 3 Machine Operator
(a) Class A
(b) Class B
(c) Class C
(d) Class D
4. Rank 4 (a) Truck Driver
5. Rank 5 (a) Crane Operator Helper
(b) Trackman

*Treated equal in class - promotion based on fitness, ability and seniority.

#Treated equal in class - promotion based on fitness, ability and seniority.

Machine Operators will not establish separate seniority on each type machine. However, an employee who is currently qualified and has been operating will establish seniority as Machine Operator in one of the four (4) separate "Classes."

Machine Operators in a higher Class machine will be considered qualified on any lower class machine. It will be the obligation of those holding seniority as Machine Operator to establish to the satisfaction of the Supervising Officer that they are in fact qualified to operate the machine involved. It is understood that an employee will be allowed a

reasonable opportunity (including assistance when necessary) to demonstrate his ability.

An employee who is disqualified by the Carrier may request a hearing to determine if the disqualification was justified. Rules 44, 45, 46, 47, and 48 will apply to said hearing.

Machine Operators in the Track Sub-department will be divided into four (4) categories identified as Class A, Class B, Class C and Class D. The four categories of Machines are listed as follows:

MACHINE OPERATORS

CLASS "A"

All Production Tampers utilizing raising and lining capability
Hi-Rail Crane
Crane
Jet Snow Blower
Swing Loader
Boom Truck

CLASS "B"

All Tampers not included above
High Production Tie Inserter TR-1 type
Ballast Regulator

CLASS "C"

Tie Inserter and Injector
Tie Crane
Auto Spiker
Adzer
Anchor Machine
Tie Plugger
Rubber Tire Tractor*

CLASS "D"

Power Cribber
Rail Lifter
Broom Cribber
Rail Heater
Rail Grinder
Bolt Master
Spike Puller

*NOTE: It is understood and agreed that these machines are used in common by either the Track Sub-department forces and/or by Bridge & Building Sub-department forces without any claim liability.

New Machines will be placed in the appropriate category by the Company subject to appeal by the General Chairman. If the General Chairman disputes the category selected, the matter should first be handled with the Engineer Maintenance of Way, and if the dispute is not resolved the matter may be appealed to the Director of Labor Relations and Personnel.

Positions of Machine Operators of Class A, Class B, Class C and Class D, machines will be bulletined to all Track Sub-department employees, with preference in assignment first to those with seniority in the Class, then to those with seniority in the next lower class or classes. It is also understood and agreed that in order to maintain production and efficiency, no more than two (2) Machine Operator Trainees will be assigned as Trainees at any one time.

Employees in the Track Sub-department who have a Trackman seniority date on or before June 16, 1980 and have established seniority in Ranks 1 and/or 2, will be deemed to have obtainable seniority in all lower classifications in accordance with Rule 8 when they qualify in said classifications.

In addition, employees in the Track Sub-department having a Trackman seniority date on or before June 16, 1980 will be deemed to have obtainable seniority in both Rank 3, 4, or 5(a) as of their Trackman seniority date. However, said employees will not have the seniority date placed on the roster until assigned to and qualified in said classification.

If an employee bids on and is assigned to a position in which he has obtainable seniority but has not qualified for and fails to qualify in accordance with Rule 11, he will forfeit his obtainable seniority in said Rank and the loss of the obtainable seniority will be indicated with an "X" on the Seniority Roster. If at a later date the employee bids on and is assigned to a position in which he previously failed to qualify on and qualifies, he will establish a new seniority date in said classification in accordance with Rule 7.

EXAMPLE:

Joe has a Trackman seniority date of May 27, 1953 and a seniority date as a Foreman of June 30, 1954. Joe has obtainable seniority in Ranks 1. b, 2. a, b, c, d, and e as of June 30, 1954 and obtainable seniority in Ranks 3. a, b, c, d, Rank 4. a and 5. (a) as of May 27, 1953.

Joe is qualified in Rank 1. b as an Assistant Foreman. Joe is not qualified on any of the positions in Ranks 2, 3, 4, or 5(a). Joe bids to a position of Welder Track (Rank 2. c) and fails to qualify in accordance with Rule 11. Joe would then forfeit his obtainable seniority date of June 30, 1954 in Rank 2. c only. Joe later bids as a Welder Track on

October 30, 1993 and qualifies, he then has a seniority date of October 30, 1993 in Rank 2. c, and a seniority date of June 30, 1954 in Rank 2. e as a Welder Helper Track.

If Joe would have first bid to a Welder Helper Track position and failed to qualify, he would have lost obtainable seniority of June 30, 1954 in both Rank 2. e and c (Welder Helper Track and Welder Track). On October 30, 1993, Joe bids to a position of Welder Track and qualifies. He would then establish a seniority date of October 30, 1993 in Rank 2. c and Rank 2. e in accordance with Rule 8.

On June 5, 1994, Joe bids to a Rank 3. b machine and qualifies. Joe would have a seniority date of May 27, 1953 in Rank 3. b, c, and d, 4. (a) and 5. (a). If Joe would fail to qualify in accordance with Rule 11, he would forfeit his obtained seniority date of May 27, 1953 in both Ranks 3. b and a, but not in 3. c and d, 4. (a) and 5. (a).

NOTE: It is understood that the seniority rosters for the Track Sub-department will show whether the welders and welder helpers are track welders or welder mechanics. The Seniority Rule will apply in these separate categories for new positions and permanent vacancies but not for overtime. Should a vacancy exist and a track welder bids for a position as welder mechanic or welder mechanic bids for a position as track welder, seniority will apply in these situations as well as for the helpers as if there was no separate designation. If there is overtime to be worked by track welders welding track, it will be given first to available track welders and vice versa if there is overtime necessary for a welder mechanic.

RULE 14 - FILLING POSITIONS BY BULLETIN

When new positions are created or vacancies occur, except for laborers, bulletin notice will be posted for a period of ten (10) days at the headquarters of the gang in the sub-department of employees entitled to consideration in filling the position, during which time the employees may file their application with the official whose name appears on the bulletin. Such bulletin will show location, descriptive title, hours of service and rate of pay of the position bulletined. Appointments will be made within fifteen (15) days from the date the bulletin is posted. Copy of bulletin will be furnished General Chairman. Employees bidding and the General Chairman will be advised name of employees assigned and the names of other applicants.

Employees holding seniority in the Classification rank shall be given preference to promotion to higher rated positions in the same Classification rank - subject to Rules 9, 10, 11 and 13.

Promotion to positions in higher Classification ranks shall be made in accordance with Rules 9, 10, 11 and 13.

Such new positions or vacancies may be filled temporarily pending the filling of positions as provided in this Rule.

NOTE: The operation of Roadway equipment and Roadway machines listed in Rule 13 when used in the Track Sub-department or the Bridge and Building Sub-department will be assigned to employees who have established seniority in the Track Sub-department except operation of air compressors used in Bridge and Building work may be assigned to employees holding seniority in the Bridge and Building Sub-department.

The hourly rates shown on the current rate schedule shall apply to the one employee assigned by proper authority to the operation of each individual piece of work equipment or roadway machine for the actual time engaged in the performance of such service except that when so assigned for four (4) hours or more on any day, the rate applicable to the machine operated will be allowed for the entire day. When temporarily assigned from a higher rated position to operate roadway machines or roadway equipment, the rate of pay will not be reduced.

RULE 15 - TRAINING OFF OF CARRIER PROPERTY

Employees sent off of Carrier Property for training shall be paid applicable wages. All necessary and reasonable travel, meal, lodging expenses, and training costs will be paid by the Carrier. Employees will be allowed a minimum of one day's pay for travel days and all other days away from home at the applicable straight time rate of pay.

RULE 16 - SHORT VACANCIES NOT BULLETINED

Positions or vacancies of thirty (30) days or less duration shall be considered temporary and may be filled without bulletining, except that senior employees will be given preference, subject to provisions of Rule 10.

RULE 17 - BIDDING ON MORE THAN ONE POSITION

When more than one vacancy or position exists and is bulletined at the same time, employees shall have the right to bid on any or all, stating preference.

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

JOB BID APPLICATION

Submit to:
Mr. Randy D. Smith
Assistant Chief Engineer
The Belt Railway Company of Chicago
6900 South Central Avenue
Bedford Park, IL 60638

Date: _____

Mail Copy To:
Mr. K. L. Bushman
General Chairman, BMWWE
28151 Buena Vista Dr.
Rock Falls, IL 61071-9332

Employee Number: _____

Signed Name: _____

Printed Name: _____

Location last worked or presently working: _____

=====

ALL FORMS MUST BE LEGIBLE AND FILLED OUT COMPLETELY OR THEY WILL BE RETURNED

***** NO FAXED COPIES WILL BE ACCEPTED *****

I hereby make application for position(s) listed below in preference shown:

1.	19.
2.	20.
3.	21.
4.	22.
5.	23.
6.	24.
7.	25.
8.	26.
9.	27.
10.	28.
11.	29.
12.	30.
13.	31.
14.	32.
15.	33.
16.	34.
17.	35.
18.	36.

RULE 18 - VOLUNTARY DEMOTION

An employee bidding and assigned to a position in a classification lower than the position already held, thereby forfeits all seniority in the higher class.

RULE 19 - FILLING NON-BULLETINED POSITIONS

Consideration in filling preferable positions in regard to location or otherwise, not bulletined, will be given to senior employees.

RULE 20 - OFFICIAL POSITIONS

(a) Effective October 17, 1986, all employees promoted subsequent thereto to official, supervisory, or excepted positions from crafts or classes represented by BMWWE shall be required to pay an appropriate monthly fee, not to exceed monthly union dues, in order to retain and continue to accumulate seniority. A supervisor whose payments are delinquent shall be given a written notice by the appropriate General Chairman of the amount owed and ninety (90) days from the date of such notice to cure the delinquency in order to avoid seniority forfeitures.

(b) Employees promoted prior to October 17, 1986, to official, supervisory, or excepted positions from crafts or classes represented by BMWWE shall retain their current seniority but shall be required to pay an appropriate monthly fee, not to exceed monthly union dues, in order to accumulate additional seniority.

RULE 21 - TEMPORARY SERVICE

Employees assigned to temporary service, may when released, return to the position from which taken, without loss of seniority.

RULE 22 - COMPOSITE SERVICE

An employee, temporarily assigned by proper authority to a position paying a higher rate than the position to which he is regularly assigned for four (4) hours or more in one day, will be allowed the higher rate for the entire day. Except in reduction of force, the rate of pay of an employee will not be reduced when temporarily assigned by proper authority to a lower rated position.

Employees will be allowed to perform incidental tasks which are directly related to the service being performed and which they are capable of performing, provided the tasks are within the jurisdiction of the BMW. Compensation shall be at the applicable rate for the employee performing the service and shall not constitute a basis for any time claims by other employees. This provision is not intended to alter the establishment and manning of work forces accomplished in accordance with existing assignment, seniority, scope and classification rules.

RULE 23 - DEFINITION OF "POSITION" AND "WORK"

The expression "position" and "work" used in this agreement refer to service, duties or operations necessary to be performed the specified number of days per week, and not to the work week of individual employees.

RULE 24 - A DAY'S WORK - HOURS OF SERVICE

(a) Eight (8) hours, exclusive of meal period, shall constitute a day, except as otherwise provided in these rules.

(b) Regularly established daily working hours will not be reduced below eight (8) hours per day, five (5) days per week, except that this number of days may be reduced in a week in which holidays occur by the number of such holidays.

(c) When less than eight (8) hours are worked for convenience of employees, or when regularly assigned for service of less than eight (8) hours on rest days and Holidays, only actual hours worked or held on duty will be paid for except as provided in Rule 29.

Hourly rated employees, except seasonal extra gang laborers, assigned to regular employment and required to report at regular starting time and place for a day's work, and when conditions prevent a full day's work being performed, will receive actual time with a minimum of three (3) hours at pro-rata rate.

RULE 25 - WORK WEEK

(a) GENERAL: Subject to the exceptions contained in this rule, all employees will be assigned to a work week of forty (40) hours, consisting of five (5) days of eight (8) hours each with two (2) consecutive days off in each seven. The workweeks may be staggered in accordance with the Carrier's operation requirements. So far as practicable, the days off shall be Saturday and Sunday. The foregoing workweek is subject to the following provisions.

(b) FIVE DAY POSITIONS: On positions, the duties of which can reasonably be met in five (5) days, the days off will be Saturday and Sunday.

(c) SIX DAY POSITIONS: Where the nature of the work is such that employees will be needed six (6) days each week, the rest days will be either Saturday and Sunday or Sunday and Monday.

(d) SEVEN DAY POSITIONS: On positions which are filled seven (7) days per week, any two (2) consecutive days may be the rest days with the presumption in favor of Saturday and Sunday.

(e) REGULAR RELIEF ASSIGNMENTS: All possible regular relief assignments, with five (5) days of work and two (2) consecutive rest days, will be established to do the work necessary on rest days of assignment in six (6) or seven (7) day service or combinations thereof, or to perform relief work on certain days and such types of other work on other days as may be assigned under this Agreement. Where no guarantee rule now exists, such relief assignments will not be required to have five (5) days of work per week.

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 MONDAY - FRIDAY WEEK: If, in positions or work extending over a period of five (5) days per week, an operational problem arises which the Carrier contends cannot be met under the provisions of paragraph (b) of this rule, and requires that some of such employees work Tuesday to Saturday instead of Monday to Friday, and the employees contend the contrary, and if the parties fail to agree thereon, then if the Carrier nevertheless puts such assignments into effect, the dispute may be progressed as a grievance or claim under the rules agreements.

(g) NON-CONSECUTIVE REST DAYS: The typical workweek is to be one with two (2) consecutive days off, and it is the Carrier's obligation to grant this. Therefore, when an operating problem is met which may affect the consecutiveness of the rest days of positions or assignments covered by paragraphs (c), (d), and (e), the following procedure shall be used:

(1) All possible regular relief positions shall be established pursuant to paragraph (e) of this rule.

(2) Possible use of rest days other than Saturday and Sunday, by agreement or in accordance with other provisions of this agreement.

(3) Efforts will be made by the parties to agree on the accumulation of rest time and the granting of longer consecutive rest periods.

(4) Other suitable or practicable plans which may be suggested by either of the parties shall be considered and efforts made to come to an agreement thereon.

(5) If the foregoing does not solve the problem, then some of the relief or extra men may be given non-consecutive rest days.

(6) If, after the foregoing has been done, there still remains service which can only be performed by requiring employees to work in excess of five (5) days per week, the number of regular assignments necessary to avoid this may be made with two (2) non-consecutive days off.

(7) The least desirable solution of the problem would be to work some regular employees on the sixth or seventh days at overtime rates and thus withhold work from additional relief men.

(8) If the parties are in disagreement over the necessity of splitting the rest days on any such assignments, the Carriers may nevertheless, put the assignments into effect subject to the right of employees to process the dispute as a grievance or claim under the agreements, and in such proceedings the burden will be on the Carriers to prove that their operational requirements would be impaired if it did not split the rest days in question and that this could be avoided only by working certain employees in excess of five (5) days per week.

(h) **REST DAYS OF EXTRA OR FURLOUGHED EMPLOYEES:** The rest days of extra or furloughed employees need not be consecutive; however, if they take the assignment of a regular employee they will have, as their days off, the regular days off of that assignment.

(i) **BEGINNING OF WORK WEEK:** The term "work week" for regularly assigned employees shall mean a week beginning on the first 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 26 - REST DAY AND HOLIDAY WORK

(a) Except as otherwise provided in this Rule, employees who are required to work or held on duty on their assigned rest days and the following holidays, namely:

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

(Provided that when any of the above holidays fall on Sunday the day observed by the State or Nation or by proclamation shall be considered the holiday) shall be paid for at the rate of time and one-half for time worked or held on duty, with a minimum of two (2) hours and forty (40) minutes as per Rule 29.

(b) A regular relief employee, of the same class, working in the place of a regular employee on the latter's assigned rest days will be paid thereof at the straight time rates, except that such relief employee, if worked on a designated holiday, shall be paid at the time and one-half rate.

(c) Where rest days are being accumulated under Paragraph (g) of Rule 25, the provisions of this Rule will not apply, except that such employee, if worked on a designated holiday, shall be paid at the time and one-half rate.

RULE 27 - HOLIDAY PAY

Allowance of holiday pay will be made in accordance with the terms and provisions of the National Agreement of August 21, 1954, as amended.
(See Attachment No. 3 - National Holiday Synthesis)

RULE 28 - OVERTIME

(a) Except as provided in Rules 31 and 34, time worked preceding or following and continuous with the regular eight (8) hour work period, exclusive of meal period, shall be computed on the actual minute basis and paid for at time and one-half rate, with double time computed on actual minute basis after sixteen (16) continuous hours of work in any twenty-four (24) hour period computed from the starting time of the employees regular shift. Employees required to work continuously from one regular work period into another in an emergency shall be paid at the rate of time and one-half for the first eight (8) overtime hours and thereafter double time until the beginning of the next regular shift. Then beginning with the next regular shift for which employees are being worked in the emergency, they shall be paid at the rate of time and one-half for the first sixteen (16) hours and thereafter double time until the beginning of the next regular shift. When employees are relieved from emergency work in their regular assigned work period, they will be paid at pro-rate rate or straight time rate for the remainder of time worked during the regular assigned work period.

(b) Employees in seasonal extra gangs engaged in such work as rail relaying, re-ballasting, (including ditching, renewals and spotting up in connection therewith); bank widening; grade and line changes; grade separation; extensive construction and abandonment of tracks; rip-rapping, or emergency work occasioned by inclement weather or accidents, will be paid overtime as provided in paragraph (a) of this rule. Such seasonal extra gangs will not be worked in the place of regular section or maintenance gangs.

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

(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 forty (40) hours per week, nor shall time paid for in the nature of arbitraries or special allowance 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 existing rule in computations leading to overtime.

RULE 29 - CALLS

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

(b) Employees laid off in reduction of force and retaining seniority under the provisions of Rule 38 when called back temporarily for special service will be compensated as follows:

(1) When called for full time regular service, paid not less than eight (8) hours.

(2) When called for irregular or part time service, paid under paragraph (a) of this rule.

(c) 1. Track Inspectors:

When an employee needs to be called for overtime service to inspect track(s), crossing(s), switch (es), inspect train(s) over defect(s) or take track(s) out of service, a Track Inspector will be called. It is understood that if a Track Inspector determines that track repairs must be made, the Track Inspector will remain on duty and work with the track crew in making such repairs.

2. Track Foreman:

When a crew needs to be called for overtime service to repair track(s), crossing(s), switch (es) or other track related items, a Track Foreman will be called.

RULE 30 - ABSORBING OVERTIME

Employees will not be required to suspend work during any assigned work period for the purposes of absorbing overtime.

RULE 31 - SUPERVISORY EMPLOYEES

Employees whose responsibilities and supervisory duties require service in excess of the working hours or days assigned for the general force, will be compensated at the applicable straight time rate to cover all services rendered, except that when such employees are required to perform work which is not a part of their responsibilities or supervisory duties, on rest days and on the holidays listed within Rule 26, or in excess of the established working hours, such work will be paid for at the applicable overtime rate. Section Foreman required to walk or patrol track on rest days and the holidays specified in Rule 26, shall be paid at the applicable overtime rate.

RULE 32 - STARTING POINT

Employees' time will start and end at an assembling point designated by the employer.

RULE 33 - STARTING TIME

(a) For regular day service, the starting time will not be earlier than 6:00 A.M. and not later than 8:00 A.M. and will not be changed without first giving employees affected thirty-six (36) hours notice except as provided in paragraph (d) of this rule.

(b) When two or more shifts are employed, no shift will have a starting time between 12 Midnight and 5:00 A.M.

(c) Employees regularly assigned hours will not be changed to avoid the application of overtime rules except as provided in paragraph (d) of this rule.

(d) Under emergency conditions such as flood, snowstorm, hurricane, tornado, earthquake, fire or other disaster, the Carrier may immediately change the starting time of any and all positions in the following manner:

1. As nearly as practicable the work force will be split into two separate groups (Group A and Group B). The starting time of Group A will remain the time established by paragraph (a) of this rule. The starting time of Group B will be twelve (12) hours later than the time previously established for Group A.

2. The starting time change referred to herein must be made by the Carrier between the hours of 7:00 A.M. and 5:00 P.M. if made on regularly assigned workdays.

3. Consistent with the Carrier's need to have qualified Machine Operators available, employees will be allowed to volunteer to serve in either Group A or B and will be assigned to the Group of their choice by seniority order.

Notwithstanding this privilege, if the maintenance of the service so requires, the Carrier may assign employees to either Group.

4. When the Carrier determines that the emergency conditions no longer exist, all employees will revert back to their regular starting time.

NOTE: The Carrier agrees to work all employees an equal amount of hours during storm conditions, to the best of its ability. However, it is not always possible to work all employees the exact number of hours, but will be done as equal as possible.

RULE 34 - SPECIAL SERVICE

Where special work is done outside of regular work period and extra compensation agreed upon, overtime will not apply.

RULE 35 - MEAL PERIOD

(a) When a meal period is allowed, it will be between the ending of the fourth hour and beginning of the seventh hour after starting work, unless otherwise agreed upon by the majority of men affected.

(b) If the meal period is not afforded at the agreed time, and is worked, the meal period shall be paid for at the pro-rate rate, and twenty (20) minutes with pay in which to eat, shall be afforded at the first opportunity within the assigned hours.

(c) Unless acceptable to the majority of the employees directly interested the meal period shall not be less than thirty (30) minutes, or more than one (1) hour.

(d) For regular operation requiring continuous hours, eight (8) consecutive hours without meal period may be assigned as constituting a day's work, in which case twenty (20) minutes shall be allowed in which to eat without deduction in pay, where the nature of the work permits.

RULE 36 - FORCE REDUCTION

(a) When forces are reduced, the senior employees in their respective classes and crews shall be retained, and those affected, either by being laid off or displaced, will have the right if qualified to displace employees with less seniority in the same class and after having exhausted their seniority rights in their own class, they will have the right if qualified to displace employees with less seniority in the next succeeding lower classes in the sub-department without loss of seniority in the higher class.

(b) Except as otherwise provided within (c) and (d) hereof, when forces are reduced or positions are abolished, the employees affected will be given not less than five (5) working days advance notice thereof.

(c) Advance notice to the employees affected is not required before temporarily abolishing positions or making temporary force reductions under emergency conditions, such as, flood, snow storm, hurricane, tornado, earthquake, fire, or labor dispute other than as covered by paragraph (d) below, provided such conditions result in suspension of the Company's operations in whole or in part. It is understood and agreed that such force reductions will be confined solely to those work locations directly affected by any suspension of operations. It is further understood and agreed that notwithstanding the foregoing, any employee who is affected by an emergency force reduction and reports for work for his position without having been previously notified not to report, shall receive four hours' pay at the applicable rate for his position.

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

(e) Use of Furloughed Employees:

1. Carrier shall have the right to use furloughed employees to perform extra work, and relief work on regular positions during absence of regular occupants, provided such employees have signified in the manner provided in paragraph 2 hereof their desire to be so used. This provision is not intended to supersede rules or practices which permit employees to place themselves on vacancies or preferred positions in their seniority districts, it being understood, under these circumstances, that the furloughed employee will be used, if the vacancy is filled, on the last position that is to be filled. This does not supersede rules that require the filling of temporary vacancies. It is also understood that management retains the right to use the regular employee, under pertinent rules of the agreement, rather than call a furloughed employee.
2. Furloughed employees desiring to be considered available to perform such extra and relief work will notify the proper officer of the Carrier in writing, with copy to the Local Chairman, that they will be available and desire to be used for such work. A furloughed employee may withdraw his written notice of

willingness to perform such work at any time before being called for such service by giving written notice to that effect to the proper Carrier Officer, with copy to the Local Chairman. If such employee should again desire to be considered available for such service notice to that effect - as outlined hereinabove - must again be given in writing. Furloughed employees who would not at all times be available for such service will not be considered available for extra and relief work under the provisions of this rule. Furloughed employees so used will not be subject to rules of the applicable collective agreements which require advance notice before reduction of force.

3. Furloughed employees who have indicated their desire to participate in such extra and relief work will be called in seniority order for this service. Where extra lists are maintained under the rules of the applicable agreement such employees will be placed on the extra list in seniority order and used in accordance with the rules of the agreement.

Note 1. Employees who are on approved leave of absence will not be considered furloughed employees for purpose of this agreement.

Note 2. Furloughed employees shall in no manner be considered to have waived their rights to a regular assignment when opportunity therefore arises.

RULE 37 - TIME LIMIT EXERCISING SENIORITY

Seniority rights when exercised in displacing other employees under Rule 36, must be exercised within ten (10) days after the employees are laid off or they will forfeit all right to displace other employees under such force reduction.

RULE 38 - RECALL OF FORCES

When forces are increased, employees will be notified and will return to service within ten (10) days thereafter; failure to return to service within ten (10) days, unless prevented by sickness, or other unavoidable cause, will result in loss of all seniority rights. (If he returns to the service and has complied with the provisions of this rule, his seniority will be cumulative during the period of this absence). It is the responsibility of each employee to notify the Company and General Chairman, in writing, of any address and/or telephone number changes. A certified or registered letter or a telegram with copy to the General Chairman at his last address filed will constitute proper notice.

RULE 39 - INCREASING FORCES

Employees whose positions are not subject to bulletin displacing other employees under Rule 36 will have the right when forces are increased to return to their former position.

RULE 40 - PREFERENCE IN EMPLOYMENT

(a) When forces are increased, senior furloughed employees in the respective classifications shall be given preference in employment.

(b) New men shall not be assigned to work to the exclusion of regular men who may be laid off on account of force reductions, provided such regular men present themselves for work when needed.

(c) Gangs will not be laid off for short periods when proper reductions of expenses can be accomplished by first laying off the junior men.

RULE 41 - LEAVING SERVICE

Employees leaving the service of their own accord lose all seniority rights.

RULE 42 - LEAVE OF ABSENCE

Employees given leave of absence in writing by proper authority of the railroad will retain their seniority.

Employees may be granted reasonable leave of absence when they can be spared without interference to the service, but not to exceed ninety (90) days, except in case of physical disability or by written permission of the ranking officer of the department in which employed.

RULE 43 - ADVICE OF CAUSE OF DISCIPLINE

An employee suspended or discharged will be advised, in writing, of the cause of such action upon written request.

CAUSE OF DISCIPLINE REQUEST

Date _____

6900 South Central
Chicago, IL 60638

Dear Mr. _____:

As a result of the discipline assessed against me on _____
I am requesting to be advised, in writing, of the cause of such action in accordance with
RULE 43-ADVICE OF CAUSE OF DISCIPLINE.

Sincerely,

Signed _____

Print Name and Address

TEAR ON LINE AND SUBMIT TOP PORTION

The (first line) is date you are filling out form, (second and third lines) are the name of the officer who issued discipline, (fourth line) is the date discipline was issued, (fifth line) is your signature and the remaining lines are your printed name and address. Submit original to proper officer, retain a copy and send a copy to Mr.K.L.Bushman, 28151 Buena Vista Dr., Rock Falls, IL 61071-9332.

RULE 44 - HEARINGS

An employee suspended or discharged shall have a fair and impartial hearing provided written request is presented to his immediate superior within seven (7) days of advice of discipline. The hearing shall be granted within seven (7) days thereafter and decision will be rendered within seven (7) days after the completion of hearing. If dissatisfied with the decision he will have the right to appeal in succession up to and including the highest official designated by the Management to handle such cases if notice of appeal is given in writing to the official rendering the decision within fifteen (15) days thereafter. Subsequent handling by the parties will be in accordance with the time limit provisions as set forth within Rule 49.

HEARING REQUEST

Date _____

Mr. _____

Roadmaster
The Belt Railway Company of Chicago
6900 South Central Avenue
Bedford Park, IL 60638

Dear Mr. _____:

As a result of the discipline assessed against me, I am requesting a fair and impartial hearing in accordance with Rule 44-HEARINGS. I was advised of the discipline on _____.

Sincerely,

Print Name and Address

TEAR ON LINE AND SUBMIT TOP PORTION

If you are assessed suspension or discharged, and you desire a hearing, you must request the hearing within seven (7) days of being notified. Fill in the appropriate dates (first line) is the date you are filling out the form, (second and third lines) are your Roadmaster, (fourth line) is the date you were informed of the discipline, (fifth line) is your signature and the remaining lines are for your printed name and address. After filling out and signing the form, submit original to Roadmaster, retain one copy and send a copy to Mr.K.L.Bushman, 28151 Buena Vista Drive, Rock Falls, IL 61071-9332.

NOTIFICATION OF APPEAL

Date _____

The Belt Railway Company of Chicago
6900 South Central Avenue
Bedford Park, IL 60638

Dear Mr. _____:

This letter is to inform you that the decision rendered on _____ as a result of hearing held on _____ will be appealed in accordance with Rule 44-HEARINGS.

Sincerely,

Print Name and Address

TEAR ON LINE AND SUBMIT TOP PORTION

If you are not satisfied with a decision after a formal hearing you must notify the officer rendering the decision within fifteen (15) days that his decision is being appealed. The (first Line) is date you are filling out the form, (second and third lines) are the officer who rendered the decision, (fourth line) is the date of the decision, (fifth line) is date the hearing was held, (sixth line) is your signature and remaining lines are your printed name and address. Fill out form and submit original to proper officer, retain a copy and send one copy to Mr.K.L.Bushman, 28151 Buena Vista Dr., Rock Falls, IL 61071-9332.

RULE 45 - RIGHT OF ASSISTANCE AT HEARINGS

At the hearing, or in the appeal, the employee may be assisted by a committee of employees, or by one or more duly accredited Brotherhood representatives, but such committee or representative shall not exceed three in number.

The term "Committee of Employees" is understood to mean, and be confined to, employees who are subject to and covered by the rules of the agreement between the parties hereto.

"One or more duly accredited Brotherhood representatives" is understood to mean, and be confined to, the regularly constituted committee and/or officers of the Brotherhood of Maintenance of Way Employes.

RULE 46 - TRANSCRIPT OF EVIDENCE

A transcript of all evidence given at the hearing will be furnished to the employee and/or his representative if request is made therefore at the hearing or if written request is made subsequent to the hearing.

RULE 47 - EXONERATION

If the charge against the employee is not sustained, it shall be stricken from the records. If by reason of such unsustained charge, the employee has been removed from position held, reinstatement will be made and employee compensated for time lost.

RULE 48 - PENDING DECISION

Prior to the assertion of grievances, as herein provided, and while questions of grievances are pending, there will neither be a shutdown by the employer or a suspension of work by the employees.

RULE 49 - 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 60 days from the date of the occurrence on which the claim or grievance is based. Should any such claim or grievance be disallowed, the Carrier shall, within 60 days from the date same is filed, notify whoever filed the claim or grievance (the employee or his representative) in writing of the reasons for such disallowance. If not so notified, the claim or grievance shall be allowed as presented, but this shall not be considered as a precedent or waiver of the contentions of the Carrier as to other similar claims or grievances.

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

(c) The requirements outlined in paragraphs (a) and (b), pertaining to appeal by the employee and decision by the Carrier, shall govern in appeals taken to each succeeding officer, except in cases of appeal from the decision of the highest officer designated by the Carrier to handle such disputes. All claims or grievances involved in a decision by the highest designated officer shall be barred unless within 9 months from the date of said officer's decision proceedings are instituted by the employee or his duly authorized representative before the appropriate division of the National Railroad Adjustment Board or a system, group or regional board of adjustment that has been agreed to by the parties hereto as provided in Section 3 Second of the Railway Labor Act. It is understood, however, that the parties may by agreement in any particular case extend the 9 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 Organizations, parties hereto, to file and prosecute claims and grievances for and on behalf of the employees they represent.

(f) This Agreement is not intended to deny the right of the employees to use any other lawful action for the settlement of claims or grievances provided such action is instituted

within 9 months of the date of the decision of the highest designated officer of the Carrier.

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

RULE 50 - TOOLS

The Railroad will furnish the employees such general tools as are necessary to perform their work, except such tools as are customarily furnished by skilled workmen.

RULE 51 - DISCRIMINATION

There will be no discrimination on account of membership or nonmembership in an association of employees.

RULE 52 - VACATIONS

Vacations with pay will be granted to employees covered by this Agreement under and in accordance with the terms and provisions of the Vacation Agreement of December 17, 1941, as amended.

- 1 Qualifying Year - 5 days
- 2 Qualifying Years - 10 Days
- 8 Qualifying Years - 15 days
- 17 Qualifying Years - 20 Days
- 25 Qualifying Years - 25 Days

Effective January 1, 1998, employees shall be permitted to take one (1) week of their vacation allowance per year in less than forty (40) hour increments, provided that such vacation day will be scheduled in accordance with existing rules applicable to the scheduling of personal leave days. (See Attachment No. 4 - National Vacation Synthesis)

RULE 53 - PRIOR CONSULTATION TO EFFECT MATERIAL CHANGES IN WORK METHODS

The provisions of the National Mediation Agreement (Case No. A-5987), dated October 7, 1959, shall be applicable to the employees covered by this Agreement. (See Attachment No. 10)

RULE 54 - JURY DUTY

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

- 1) An employee must furnish the Carrier with a statement from the Court of jury allowances paid and the days on which jury duty was performed.
- 2) The number of days for which jury duty shall be paid is limited to a maximum of sixty (60) days in any calendar year.
- 3) No jury duty pay will be allowed for any day as to which the employee is entitled to vacation or holiday pay.
- 4) When an employee is excused from railroad service account of jury duty, the Carrier shall have the option of determining whether or not the employee's regular position shall be blanked, notwithstanding the provisions of any other rules.
- 5) An employee will not be required to work on his assignment on days on which jury duty:
 - (a) end within four (4) hours of the start of his assignment; or
 - (b) is scheduled to begin during the hours of his assignment or within four (4) hours of the beginning or end of his assignment.

RULE 55 - OFF-TRACK VEHICLE INJURIES

The provisions of Article V - "Payments to Employees Injured Under Certain Circumstances" of the Agreement of February 10, 1971 shall be applicable to employees covered by this Agreement. (See Attachment No. 5)

RULE 56 - ACCIDENT REPORTS

Employees injured while on duty will not be required to make accident reports before they are given medical attention, but will make them as soon as practicable thereafter.

RULE 57 - HEALTH AND WELFARE

The provisions of the National Health and Welfare Plan negotiated pursuant to the National Agreement of August 21, 1954 and the National Dental Plan negotiated pursuant to the provisions of Article VI of the National Agreement of January 29, 1975, and the National Vision Care Plan effective January 1, 1999, as subsequently amended and revised, shall be applicable to employees covered by this Agreement. (Not reproduced)

For the application of the seven (7) calendar days per month eligibility requirements for benefit coverage see Attachment No. 11.

RULE 58 - SUPPLEMENTAL SICKNESS BENEFITS

The provisions of the Supplement Sickness Benefit Agreement of May 15, 1973, as subsequently amended and revised, shall be applicable to employees covered by this Agreement. (Not reproduced)

RULE 59 - JOB PROTECTION

The provisions of the February 7, 1965 National Agreement, as subsequently amended and revised, and the agreed upon interpretations thereto is, by reference, made a part of this Agreement. (Not reproduced)

RULE 60 - UNION SHOP AND DUES CHECK OFF

The Union Shop Agreement of March 9, 1953, as subsequently amended and revised, and the Union Dues Deduction Agreement of August 5, 1964, as subsequently amended and revised, are applicable to employees covered by this Agreement. (See Attachments 6 and 7).

RULE 61 - EMPLOYEE INFORMATION

The Carrier will provide the General Chairman with a list of employees who are hired or terminated, their home addresses and Social Security numbers, if available, otherwise the employees' identification numbers. This information will be limited to the employees covered by this Agreement. The data will be supplied within 30 days after the month in which the employee is hired or terminated. Where the Carrier cannot meet the 30 day requirement, the matter will be worked out with the General Chairman.

RULE 62 - RATE PROGRESSION

With respect to Article VII of the July 29, 1991 National Agreement, the parties understand and agree that the rate Progression Provision will not apply to the following positions:

1. Foreman
2. Track Inspector
3. Welder Mechanics
4. Welder Track
5. Carpenters
6. Self-Propelled Machine Operators

(1) Article III of the October 17, 1986 National Agreement (as amended), including all applicable Side Letters, and all other local rules governing entry rates are amended to provide that covered employees shall be paid at 90 percent of the applicable rates of pay (including COLA) for the first twelve (12) calendar months of employment and shall be paid at 95 percent of the applicable rates of pay (including COLA) for the second twelve (12) calendar months of employment for all service performed on positions covered by an agreement with the Organization.

(2) Employees covered by the aforementioned Article III or local rules governing entry rates on the date of this agreement shall be credited, for purposes of the application of Section 1, for all calendar months of employment rendered as of the effective date of this Article.

(3) We are in agreement that for the period of time an employee is covered by the rate progression provision, such employee would be credited with two months of employment for each month in which he performs compensated service provided (1) not more than twelve months of service will be credited in any twelve consecutive month period, (2) such employee renders compensated service for a minimum of 80 days before such employee can advance into the next rate progression category and (3) an employee cannot advance into the next rate progression category until at least 12 months after establishing seniority or after receiving a rate progression increase.

RULE 63 - 401-K PLAN

See Attachment Nos. 8 and 9 for agreement dated January 17, 1997.

RULE 64 – EQUAL APPLICATION

The pay of female employees for the same class of work shall be the same as that of men, and their working conditions must be healthful and fitted to their needs.

The provisions of collective bargaining agreements shall be applied to all employees covered by said agreement without regard to race, creed, color, age, sex, national origin, or physical handicap except in those cases where a bona fide occupational qualification exists.

The masculine terminology included in such labor contracts is for the purpose of convenience only and does not designate a sex preference.

RULE 65 - BEREAVEMENT LEAVE

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

AGREED UPON INTERPRETATIONS - BEREAVEMENT LEAVE RULE - ARTICLE VII OCTOBER 30, 1978 MEDIATION AGREEMENT

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

A-1: An employee will have the following options in deciding when to take bereavement leave:

- (a) Three consecutive calendar days, commencing with the day of death, when the death occurs prior to the time an employee is scheduled to report for duty;
- (b) Three consecutive calendar days, ending the day of the funeral service; or
- (c) Three consecutive calendar days, ending the day following the funeral service.

Q-2: Does the three (3) calendar days allowance pertain to each separate instance, or do the three (3) calendar days refer to a total of all instances?

A-2: Three days for each separate death; however, there is no pyramiding where a second death occurs within the three day period covered by the first death.

Example: Employee has a workweek of Monday to Friday - off days of Saturday and Sunday. His mother dies on Monday and his father dies on Tuesday. At a maximum, the employee would be eligible for bereavement leave on Tuesday, Wednesday, Thursday and Friday.

Q-3: An employee working from an extra board is granted bereavement leave on Wednesday, Thursday and Friday. Had he not taken bereavement leave he would have been available on the extra board, but would not have performed service on one of the days on which leave was taken. Is he eligible for two days or three days of bereavement leave?

A-3: A maximum of two days.

Q-4: Will a day on which a basic day's pay is allowed account bereavement leave serve as a qualifying day for holiday pay purposes?

A-4: No; however, the parties are in accord that bereavement leave non-availability should be considered the same as vacation non-availability and that the first work day preceding or following the employee's bereavement leave, as the case may be, should be considered as the qualifying day for holiday purposes.

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

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

RULE 66 - PERSONAL LEAVE

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

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

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

(b) Personal leave days provided in section (a) may be taken upon forty-eight (48) hours' advance notice from the employee to the proper Carrier Official; provided, however, such days may be taken only when consistent with the requirements of the Carrier's Service. It is not intended that this condition prevent an eligible employee from receiving personal leave days except where the request for leave is so late in a calendar year that service requirements prevent the employee's utilization of any personal 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 Section (a) shall be forfeited if not taken during the 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 Agreement with the Organization signatory hereto.

(e) The work day (or day, in the case of an other than regularly assigned employee) immediately preceding or following the personal leave days is considered as the qualifying day for holiday purposes.

RULE 67 – 10901 TRANSACTIONS

A. The railroad should provide at least 60 days notice of intent to sell or lease a line of railroad to a purchaser under 49 U.S.C. 10901. During the 60 day period, the parties shall meet upon the request of the Organization to discuss the planned transfer. The transaction agreement between the Carrier and the purchaser should obligate the purchaser to give priority hiring consideration to employees of the Carrier who work on the line. Further, the agreement between the Carrier and the purchaser should obligate the purchaser to assume a neutral stance in any union organizing effort undertaken by the Organization. Should any recommendation in this paragraph be deemed contrary to the Railway Labor Act, the remaining recommendations shall continue in full force and effect.

B. The Carrier shall provide affected employees priority employment rights for other positions on the Carrier, both within craft and in other crafts where qualified. For access to positions within craft, the parties shall, at the request of the Organization, develop a system seniority roster for use in such transactions in the same manner as that provided in the UTU and BLE national settlements. In addition, employees securing positions on the selling Carrier which require a change of residence shall be eligible for up to \$5,000 in relocation allowance, again in the same manner as provided in the UTU and BLE settlements.

C. Employees who secure a position with the buyer should be provided with an opportunity to return to the Carrier during the first 12-month period. Employees displaced by the sale shall have recall rights on the Carrier's property, as a minimum, for a period equal to their company seniority.

RULE 68 - REPRODUCTION AND DISTRIBUTION OF AGREEMENT

This schedule shall be reproduced by the Railroad and any employee affected thereby shall be provided with a copy.

RULE 69 - DURATION OF AGREEMENT

This Agreement shall become effective September 1, 2002, and supersedes all previous agreements covering rules, regulations and rates of pay between The Belt Railway Company of Chicago and its employees represented by Organization signatory hereto and shall remain in effect until revised, amended or abrogated in conformity with the provisions of the Railway Labor Act as amended.

Signed at Bedford Park, Illinois August 30, 2002.

Leon R. Fenhaus
General Chairman
Brotherhood of Maintenance of Way
Employes

Timothy E. Coffey
General Counsel, Secretary & Director
of Human Resources
The Belt Railway Company of Chicago

E. L. Torske
Vice-President
Brotherhood of Maintenance of Way
Employes

MACHINE OPERATOR TRAINEES

May 11, 1993
File: Seniority M.of W.
Rates of Pay

Mr. Leon R. Fenhaus, General Chairman
Brotherhood of Maintenance of Way Employes
Rt. #1, Box 28A
Wakonda, SD 57073

Dear Mr. Fenhaus:

Enclosed herewith is a fully executed copy of our Agreement establishing seniority for the positions of Machine Operators. You will note on the signatory page, I scratched out the date of March, and showed May, 1993 along with my initials. If you will show your initials and return one copy for my file.

I also want to thank you and Kent Bushman for your efforts in resolving this matter. As I have stated to you in several conferences, the Carrier truly does not care which employee operates its equipment, so long as the individual is qualified to do so. I believe that we now have the means to qualify senior employees for the operation of roadway equipment, if they sincerely want to become an Operator.

As information, I talked with Engineer Maintenance of Way K. Diemer about rebulletining all the Machine Operator positions. He personally felt with 20 some Machine Operator positions, it would be a monumental task and totally unnecessary. He suggests, with your approval, to put up a Notice to All Track Department Employees advertising two (2) TRAINEE POSITIONS. He would then allow the two (2) senior bidders to qualify on Class A, B, etc., machines. Hopefully, this would have the same end result.

Yours very truly,

/s/ Michael D. McCarthy

Director of Labor Relations and Personnel

WELDER, FRA & FOREMAN TRAINING

January 17, 1997

File: 340-MofW

Mr. Leon R. Fenhaus, General Chairman
Brotherhood of Maintenance of Way Employes
45783 - 308th Street
Wakonda, SD 57073

Dear Mr. Fenhaus:

The Belt Railway Company of Chicago agrees to establishing training sessions in the following areas:

- The Carrier will arrange for periodic Welder Training sessions for Welder and Welder Helpers. Based on the requirements of service, a training program will be scheduled for each year beginning in the year 1997.
- Depending on the requirements of service, the Carrier will arrange to have an Instructor from the Federal Railroad Administration hold FRA Rules Classes on the property each year beginning in the year 1997.
- All employees of the Maintenance of Way Department will be offered the opportunity to complete a (Home-Study) Track Foreman's Training Program through the Railway Educational Bureau, in Omaha, Nebraska. If the employee completes the training program, he will be reimbursed the total cost of the home-study. Each employee who completes the program will receive a \$50.00 U.S. Savings Bond.

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

Yours very truly,
/s/Michael D. McCarthy
Director of Labor Relations and Personnel

ACCEPTED:
/s/ Leon R. Fenhaus
General Chairman

NATIONAL HOLIDAY SYNTHESIS

A. Employees subject to the provisions of this collective bargaining agreement are covered by the National Holiday Agreement of August 21, 1954, as amended. The following is a synthesis of that agreement and its subsequent amendments. If any dispute arises as to the proper interpretation or application of any provisions, the terms of the National Holiday Agreement as amended shall apply.

1. Subject to the qualifying requirements applicable to regularly assigned employees contained in paragraph 2 hereof, each regularly assigned hourly and daily rated employee shall receive eight (8) hours at the pro rata hourly rate of the position to which assigned for each of the following enumerated holidays when such holiday falls on a workday of the workweek of the individual:

New Years' Day	Thanksgiving Day
President's Day	Day after Thanksgiving Day
Good Friday	Day before Christmas Day is Observed
Memorial Day	Christmas Day
Fourth of July	Day before New Year's Day is Observed
Labor Day	

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

The provisions of this paragraph A and paragraph B 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.

B. A regularly assigned employee shall qualify for the holiday pay provided in paragraph A hereof if compensation paid him by the Carrier is credited to the workdays

immediately preceding and following such holiday or if the employee is not assigned to work but is available for service on such days. If the holiday falls on the last day of a regularly assigned employee's workweek, the first workday following his rest days shall be considered the workday immediately following. If the holiday falls on the first workday of his workweek, the last workday of the preceding workweek shall be considered the workday immediately preceding the holiday.

All others for whom holiday pay is provided in paragraph A hereof shall qualify for such holiday pay if on the workday preceding and the workday following the holiday they satisfy one or the other of the following conditions:

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

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

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

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

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

Note 1: When a holiday falls on Tuesday, Wednesday or Thursday, employees working in road gangs with headquarters in outfit cars or trailers may work on such holiday at the straight time rate of pay and observe the following Friday as the holiday in lieu of Tuesday, Wednesday or Thursday as the case may be, provided a majority of the members of the gang desire to do so. The members of the gang as referred to herein shall include the foreman and any other employees subject to this agreement that are working in conjunction with the gang.

Note 2: The will of the gang shall be determined from written applications made by the individuals thereof to the supervisor in charge. In the event the employees making such applications constitute a majority of the total

number in the gang all members of the gang shall observe the holiday on Friday. If the employees making such applications do not constitute a majority, the entire gang shall observe the holiday in accordance with provisions of the basic agreements.

Note 3: In the event the gang chooses to observe Friday as the holiday, the workdays for determination of qualification for holiday pay under paragraph B of this rule shall be the Thursday immediately preceding the Friday so observed and the following Monday.

Note 4: In the event any member of a gang which chooses to observe Friday as the holiday pursuant to this rule is required to work on such Friday, he shall be paid for such work in accordance with the provisions of paragraph A above as though Friday was the holiday specified in this Rule.

Note 5: The option outlined in the foregoing shall not be available when the gang is engaged in work in collaboration with other classes of employees, such as signalmen, section forces and train crews not subject to this Agreement.

Note 6: This note also shall apply to welders and welder helpers who are required to work away from their point of residence.

NATIONAL VACATION SYNTHESIS

The following is a synthesis of the National Vacation Agreement of December 17, 1941, and its subsequent amendments. If any dispute arises as to the proper interpretation or application of any provisions, the terms of the appropriate Vacation Agreement shall apply.

- A
- (1) An annual vacation of five (5) consecutive work days with pay shall 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.
 - (2) An annual vacation of ten (10) consecutive work days with pay shall 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.
 - (3) An annual vacation of fifteen (15) consecutive work days with pay shall 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.
 - (4) An annual vacation of twenty (20) consecutive work days with pay shall 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 100 days (133 days in the years 1950-1959 inclusive, 151 days in 1949, and 160 days in each of the years prior to 1949) in each of 17 of such years, not necessarily consecutive.
 - (5) Effective with the calendar year 1973, an annual vacation of twenty-five (25) work days with pay shall 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.

- (6) Paragraphs (1), (2), (3), (4), and (5) 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.
- (7) Service rendered under Agreements between the 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 Rule.
- (8) 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 20 such days for an employee with three (3) but less than 15 years of service; and a maximum of 30 such days for an employee with 15 or more years or service with the employing Carrier.
- (9) In instances where employees have performed seven (7) months service with the employing Carrier, or have performed, in a calendar year, service sufficient to qualify them for a vacation in the following calendar year, and subsequently become members of the Armed Forces of the United States, the time spent by such employees in the Armed Forces shall be credited as qualifying service in determining the length of vacation; for which they may qualify upon their return to the service of the employing Carrier.
- (10) In instances where employees who have become members of the Armed Forces of the United States return to the service of the employing earner 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 shall 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.

- (11) 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 no compensated service or had rendered compensated service on fewer days than are required to qualify for a vacation in the calendar year of his return to railroad service, but could qualify for a vacation in the year of his return to railroad service if he had combined for qualifying purposes days on which he was in railroad service in such preceding calendar year with days in such year on which he was in the Armed Forces, he shall 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 (1), (2), (3), (4), and (5) hereof.
- (12) 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 shall be granted, in such following calendar year, a vacation of such length as he could so qualify for under paragraph (1), (2), (3), (4), (5), and (9) hereof.
- (13) 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 120 days in a calendar year and who returns to service in the following year for the same Carrier shall 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 shall be compensated in lieu of the vacation he has qualified for provided he files written request therefor to his employing officer, a copy of such request to be furnished to his Local or General Chairman.

B Insofar as applicable to the employees covered by this Agreement who are also parties to the Vacation Agreement of December 17, 1941, as amended, Article 2 of such Agreement is hereby canceled.

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

An employee's vacation period shall not be extended by reason of any of the eleven recognized holidays (New Year's Day, Washington's Birthday, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, and New Year's Eve) or any day which by agreement has been substituted or is observed in place of any of the eleven (11) holidays enumerated above, or any holiday which by local agreement has been substituted therefor, falling within his vacation period.

- D. (1) Vacations may be taken from January 1 to December 31 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 shall cooperate in assigning vacation dates.

- (2) 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 shall cooperate in the assignment of remaining forces.

E. Each employee who is entitled to vacation shall take same at the time assigned, and, while it is intended that the vacation date designated shall be adhered to so far as practicable, management shall have the right to defer same provided the employee so affected is given as much 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 shall be given affected employee.

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

Such employee shall be paid the time and one-half rate for work performed during 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.

F. The Carrier shall 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.

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

- (1) An employee having a regular assignment shall be paid while on vacation the daily compensation paid by the Carrier for such assignment
- (2) An employee paid a daily rate to cover all services rendered, including overtime, shall have no deduction made from his established daily rate on account of vacation allowances made pursuant to this Agreement.
- (3) 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.
- (4) An employee working on a piece-work or tonnage basis shall 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 16 different days.
- (5) An employee, who is not covered by paragraphs (1), (2), (3), or (4) of this Section, shall 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.

H. The vacation that is provided for in this Agreement shall be considered to have been earned when the employee has qualified under Article 1 hereof. If an

employee's employment status is terminated for any reason whatsoever, including but not limited to retirement, resignation, discharge, noncompliance with a Union Shop Agreement, or failure to return after furlough he shall at the time of such termination be granted full vacation pay earned up to the time he leaves the service including pay for vacation earned in the preceding year or years and not yet granted, and the vacation for the succeeding year if the employee has qualified therefor under Article 1. If an employee thus entitled to vacation or vacation pay dies 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.

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

J. (1) An employee designated to fill an assignment of another employee on vacation shall be paid the rate of such assignment or the rate of his own assignment, whichever is the greater; provided that if the assignment is filled by a regularly assigned vacation relief employee, such employee shall receive the rate of the relief position. If an employee receiving graded rates, based upon length of service and experience, is designated to fill an assignment of another employee in the same occupational classification receiving such graded rates who is on vacation, the rate of the relieving employee shall be paid.

(2) Where work of vacationing employees is distributed among two or more employees, such employees shall be paid their own respective rates. However, not more than the equivalent of 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.

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

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

L. (1) Except as otherwise provided in this Agreement a Carrier shall not be required to assume greater expense because of granting a vacation than would be incurred if an employee were not granted a vacation and was paid in lieu therefor under the provision hereof. However, if a relief worker necessarily is put to substantial extra expense over and above that which the regular employee on vacation would incur if he

had remained on the job, the relief worker shall be compensated in accordance with existing regular relief rules.

(2) Since employees exercising their vacation privileges shall 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 shall 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 shall be made to observe the principle of seniority.

(3) A person other than a regularly assigned relief employee temporarily hired solely for vacation relief purposes shall 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 shall date from the day of original entry into service unless otherwise provided in existing Agreements.

M. 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 the Agreement, and the Officer of the Carrier may make changes in the working rules or enter into additional written understandings to implement the purposes of this Agreement, provided that such changes or understandings shall not be inconsistent with this Agreement.

N. Any dispute or controversy arising out of the interpretation or application of any of the provisions of this Agreement shall be referred for decision to a committee, the Carrier members of which shall be the Carrier's Conference Committees' signatory hereto, or their successors; and the employee members of which shall be the Chief Executives of the 14 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 the committee provided in this section fails to dispose of any dispute or controversy.

O. 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 its desire to change this Agreement as of the end of the year in which the notice is served. Such notice shall specify the changes desired and the recipient of such notice shall then have a period of 30 days from the date of the receipt of such notice within which to serve notice specifying changes which

it or they desire to make. Thereupon such proposals of the respective parties shall thereafter be negotiated and progressed concurrently to a conclusion.

Except to the extent that articles of the Vacation Agreement of December 17, 1941, are changed by this Agreement, the said Agreement and the interpretations thereof and 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.

P. Effective January 1, 1997, employees shall be permitted to take one week of their vacation allowance per year in less than 40 hour increments, provided that such vacation days shall be scheduled in accordance with existing rules applicable to the scheduling of personal leave days.

Q. The above Rule conforms to the National Vacation Agreement of August 21, 1954, as subsequently amended. To the extent the National Agreement may be further amended, this Rule shall be subject to such amendments.

OFF TRACK VEHICLE ACCIDENT BENEFITS

Article V of the National Agreement of February 10, 1971 As Amended by Article VI of the National Agreement of October 30, 1978 and subsequent agreements.

ARTICLE V - PAYMENTS TO EMPLOYEES INJURED UNDER CERTAIN CIRCUMSTANCES

Where 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 operating, riding in, boarding, or alighting from off-track vehicles authorized by the Carrier and any accident which occurs while an employee is under pay.

(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 on 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 each separate employee a greater proportion of such payments than the aggregate limit set forth herein bears to the aggregate amount of all such payments.

(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 consequence of an accidental cut or wound;
- (4) Accident occurring while the employee driver is under the influence of alcohol or drugs, or if an employee passenger who is under the influence of alcohol or drugs in any way contributes to the cause of the accident;
- (5) While an employee is a driver or an occupant of any conveyance engaged in any race or speed test;
- (6) While an employee is commuting to and/or from his residence or place of business.

(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 thereunder shall not bar the employee or his personal representative from pursuing any remedy under the Federal Employers Liability Act or any other law; provided, however, that any amount received by such employee or his personal representative under this 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 representative 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 10, 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.

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

MICHAEL D. McCARTHY
Director of Corporate Relations 708) 496-4110

ATTACHMENT NO. 5

January 17, 1997
File: 340-MofW

Mr. Leon R. Fenhaus, General Chairman
Brotherhood of Maintenance of Way Employes
45743 - 308th Street
Wakonda, South Dakota 57073

Dear Mr. Fenhaus:

With respect to Article X - Off Track Vehicle Accident Benefits as set forth in the National Mediation Board Agreement - Case No. A-12718, the Belt Railway Company of Chicago has designated Mr. Royal W. Gelder, Director Risk Management and Planning to be the contact officer on this property.

Yours very truly,

Signed/Michael D. McCarthy

Michael D. McCarthy
Director of Corporate Relations

ACCEPTED:

Signed/Leon R. Fenhaus
L. R. Fenhaus, General Chairman

UNION SHOP AGREEMENT

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

IT IS AGREED:

Section 1:

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

Section 2:

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

Section 3:

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

to become and remain members of the Organization representing their class or craft within thirty-five calendar days from date of their return to such service.

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

(c) Employees who retain seniority under the rules and working conditions agreements governing their class or craft and who, for reasons other than those specified in subsections (a) and (b) 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 or service until the date the employee holds regularly assigned positions within the scope of the agreement covering such other class of service.

Section 4:

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

Section 5: (As amended by Memorandum of Agreement dated August 25, 1955)

(a) Each employee covered by the provisions of this agreement shall be considered by a Carrier to have met the requirements of the agreement unless and until such Carrier is

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

In the event the employee concerned does not request a hearing as provided herein, the Carrier shall proceed to terminate 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 evidence produced at the hearing whether or not the employee has complied with the terms of this agreement and shall render a decision within twenty calendar days from the date that the hearing is closed, and the employee and the Organization shall be promptly advised thereof in writing by Registered or Certified Mail, Return Receipt Requested.

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

If the decision is not satisfactory to the employee or to the Organization it may be appealed in writing, by Registered or Certified Mail, Return Receipt Requested, directly to the highest officer of the Carrier designated to handle appeals under this agreement. Such appeals must be received by such officer within ten calendar days of the date of

the decision appealed from and shall operate to stay action on the termination of seniority and employment, until the decision on appeal is rendered. The Carrier shall promptly notify the other party in writing of any such appeal, by Registered or Certified Mail, Return Receipt Requested. The decision on such appeal shall be rendered within twenty calendar days of the date the notice of appeal is received, and the employee and the Organization shall be promptly advised thereof in writing by Registered or Certified Mail, Return Receipt Requested.

If the decision on such appeal is that the employee has not complied with the terms of this agreement, his seniority and employment under the Rules and Working Conditions Agreement shall be terminated within twenty calendar days of the date of said decision unless selection of a neutral is requested as provided below, or unless the Carrier and the Organization agree otherwise in writing. The decision on appeal shall be final and binding unless within ten calendar days from the date of the decision the Organization or the employee involved requests the selection of a neutral person to decide the dispute as provided in Section 5(c) below. Any request for selection of a neutral person as provided in Section 5(c) below shall operate to stay action on the termination of seniority and employment until not more than ten calendar days from the date decision is rendered by 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 employee involved requests such highest officer in writing by Registered or Certified Mail, Return Receipt Requested, that a neutral be appointed to decide the dispute, a neutral person to act as sole arbitrator to decide the dispute shall be selected by the highest officer of the Carrier designated to handle appeals under this agreement or his designated representative, the Chief Executive of the Organization or his designated representative, and the employee involved or his representative. If they are unable to agree upon the selection of a neutral person any of them may request the Chairman of the National Mediation Board in writing to appoint such neutral. The Carrier, the Organization and the employee involved 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 the receipt of the request for his appointment and shall be final and binding upon the parties. The Carrier, the employee and the Organization shall be promptly advised thereof in writing by Registered or Certified Mail, Return Receipt Requested. If the position of the employee is sustained, the fees, salary and expenses of the neutral arbitrator shall be borne in equal shares by the Carrier and the Organization; if the employee's position is not sustained, such fees, salary and expenses shall be born in equal shares by the Carrier, the Organization and the employee.

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

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

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

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

Section 6:

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

Section 7:

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

If the final determination under Section 5 of this agreement is that an employee's seniority and employment in a craft or class shall be terminated, no liability against the Carrier in favor of the Organization or other employees based upon an alleged violation, misapplication or non-compliance with any part of this agreement shall arise or accrue during the period up to the expiration of the 60 to 90 day periods specified in Section 6, or while such determination may be stayed by a court, or while a discharged employee may be restored to service pursuant to judicial determination. During such periods, no provision of any other agreement between the parties hereto shall be used as the basis for a grievance or time or money claim by or on behalf of any employee against the

Carriers predicated upon any action taken by the Carrier in applying or complying with this agreement or upon an alleged violation, misapplication or non-compliance with any provision of this agreement. If the final determination under Section 5 of this agreement is that an employee's employment and seniority shall not be terminated, his continuance in service shall give rise to no liability against the Carrier in favor of the Organization or other employees based upon an alleged violation, misapplication or non-compliance with any part of this agreement.

Section 8:

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

Section 9:

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

Section 10:

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

(b) The provisions of subsection (a) of this section shall not become effective unless and until the Carrier and the Organization shall, as a result of further negotiations pursuant to the recommendations of Emergency Board No. 98, agree upon the terms and conditions under which such provisions shall be applied; such agreement to include

but not be restricted to, the means of making said deductions, the amounts to be deducted, the form, procurement and filing of authorization certificate, the frequency of deductions, the priority of said deductions now or hereafter authorized, the payment and distribution of amounts withheld and any other matters pertinent thereto.

Section 11:

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

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

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

THE BELT RAILWAY COMPANY OF CHICAGO

/s/ L.A. Evans
Vice President and General Manager

EMPLOYEES' NATIONAL CONFERENCE COMMITTEE, 17 COOPERATING
RAILWAY LABOR ORGANIZATIONS:

* * *

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

/s/ L.C. Carroll
President

/s/ Nicholas Caputo
General Chairman

DUES DEDUCTION AGREEMENT

MEMORANDUM OF AGREEMENT

This agreement made at Chicago, Illinois this 5th day of August, 1964, by and between The Belt Railway Company of Chicago, hereinafter referred to as the Company, and its employees represented by the Brotherhood of Maintenance of Way Employees, hereinafter referred to as the Organization.

IT IS AGREED:

Section 1:

(a) Subject to the conditions hereinafter set forth, the Company will deduct from the wages earned by its employees, members of the Organization, the regular quarterly dues, initiation fees and/or assessments payable to the Organization, upon written and unrevoked individual authorization of such members, in the form agreed upon by the parties hereto, copy of which is identified as ATTACHMENT "A" and made a part hereof.

(b) The authorization form shall be reproduced and furnished to its members by the Organization, without cost to the Company. The signed authorizations will thereafter be forwarded by the Organization to the designated Company official along with a uniform certified deduction list. It is understood further that the deductions shall be uniform for each quarter.

Section 2: (As revised by Memorandum of Agreement dated January 11, 1974)

Authorized deductions will be made by the Company from the employees' second period earnings in the months of March, June, September and December of each year. The deduction will commence in the quarter the authorization is filed with the Company if the authorization reaches the designated Company official on or before the fifteenth (15) day of the months of March, June, September or December. The Company will remit to the authorized representative of the Organization, on or before the twentieth (20) day of the month following the month in which such deductions are made, the total amount of such deductions. The remittance will be accompanied by alphabetical deduction lists (in triplicate). Such lists will include the employee's name, Social Security number and the amount of union dues deducted from the pay of each employee. No costs will be charged against the Organization or the affected employees in connection with the aforesaid deductions.

Section 3:

(a) In the event earnings of a member are insufficient to permit the full amount of deduction, no deduction will be made and responsibility for collection shall rest entirely with the Organization.

(b) The following payroll deductions shall have priority over deductions covered by this agreement:

- a. Taxes due various governments
- b. Legal attachments and garnishments
- c. Amounts due the Carrier
- d. Payments on Group Life Insurance or Accident, Health and Hospitalization Insurance plans
- e. United States Savings Bonds
- f. Amounts payable to Belt Credit Union

(c) In cases where no deduction is made from the wages of a member the amounts not deducted shall not be added to deduction lists for the member for any subsequent period.

Section 4:

Responsibility of the Company under this agreement shall be limited to remitting the amounts actually deducted from wages of members, pursuant to this agreement, and the Company shall not be responsible, financially or otherwise, for failure to make deductions or for making improper inaccurate deductions. Any question arising as to the correctness of the amount deducted shall be handled between the member involved and the Organization.

Section 5:

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

Section 6:

(a) The authorization for dues check-off may be revoked by any member by written notice to the Organization or the Company any time after one year from the date of the authorization or immediately after any change in this memorandum of agreement, whichever occurs sooner. If the revocation is furnished to the Organization, the Organization will include notice of such revocation on the uniform certified deduction list specified in Section 1 (B) hereof.

(b) If the employees currently represented by the Organization for collective bargaining purposes exercise their right under the Railway Labor Act to choose a new bargaining representative, as to those employees this agreement is automatically terminated, and, upon notification of the change, the Company will make no further deductions for such employees.

(c) This agreement shall become effective August 17, 1964 and, except as provided in Section 6(b), shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act.

THE BROTHERHOOD OF THE BELT RAILWAY COMPANY
MAINTENANCE OF WAY EMPLOYEES: OF CHICAGO:

/s/Nicholas Caputo
General Chairman

/s/J.C. Sidor
Manager Labor Relations

401-K PLAN AGREEMENT

January 17, 1997
File: 340-M of W

Mr. Leon R. Fenhaus, General Chairman
Brotherhood of Maintenance of Way Employes
45743 - 308th Street
Wakonda, South Dakota 57073

Dear Mr. Fenhaus:

This will confirm our understanding that the Carrier agrees to establish an Employee 401-K Plan to include Maintenance of Way Employes within ninety (90) days of the signing of this Agreement. The Carrier also agrees to contribute .25 of each 1% contributed by an employee to a maximum employee contribution of 4%. An employee may contribute an amount above 4%, up to a maximum of 15%, with no Company participation.

The Carrier will allow employees to contribute Personal Days and Unused Vacation Days into their 401-K Plan so long as it remains lawful to do so under Internal Revenue System regulations or does not jeopardize the integrity of the Belt Railway Company 401-K Plan for Collective Bargaining Employees. It is understood that Unused Vacation Days will only be contributed into an employee's 401-K Plan in increments of five (5) Unused Vacation days. In addition, an employee who is dismissed from service and has remaining vacation entitlements will not be eligible for this option.

An employee can make contribution changes to his/her 401-K Plan but, such request to change the individual's contribution must be made prior to each calendar quarter. It is understood that if an employee elects to contribute one (1) or more of his Personal Days, he must inform the Carrier prior to January 15th of each calendar year. If an employee wishes to contribute Vacation Days into his 401-K Plan, he must inform the Carrier no later than January 15th of each calendar year. Due to the delay in setting up a 401-K Plan for the year 1997, each employee will have until June 30, 1997 to contribute one (1) or more of his personal days and/or Vacation Days into the 401-K Plan.

It is understood that when an employee elects to contribute Unused Vacation Days into his/her 401-K Plan, those days are no longer vacation days and the employee will be expected to protect his regular work assignment at the straight time rate of pay for the number of Unused Vacation Days placed into the 401-K Plan. The Carrier will arrange to have a representative from Bank of America who is bilingual make a presentation to M of W employees of the benefits of 401-K, investment options, etc. Arrangement will be made to have the handouts in English and Spanish.

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

Very truly yours,

/s/Michael D. McCarthy
Director Corporate Relations

ACCEPTED:
/s/ Leon R. Fenhaus
General Chairman

Belt Railway Company of Chicago
EMPLOYEE 401-K OUTLINE

1. Description of Plan:

The 401-K Plan will become effective within ninety (90) days of the signing of this Agreement. The Plan is designed to provide tax-advantaged retirement savings benefits to eligible employees.

Monies directed into the Plan will not be taxed on a current basis for

Federal income tax purposes or most State Tax purposes. Principal, interest and/or dividend earnings are not taxed until distribution and may be eligible for IRA rollover or five (5) year averaging tax treatment. However, all distributions from the Plan will be subject to taxation in accordance with IRS regulations in effect at the time of distribution.

2. Eligibility:

All employees who have at least one (1) year employment relationship with the Carrier shall be eligible to participate in the Plan as of the first day of the calendar quarter next following the month in which they complete one (1) year of continuous service.

3. Employee Elective Contributions:

At the commencement of the Plan and quarterly thereafter, each employee may designate up to 15% of his W-2 earnings to be directed into his 401-K account, in 1% increments, up to the maximum permissible by law. The current maximum employee elective contribution is \$9,500.00. All funds placed in the Plan shall be subject to limitations in accordance with the Internal Revenue Code.

4. Vesting:

Participants shall be 100% vested immediately in their 401-K accounts, including employee elective contributions, Company contribution, interest and dividends. The value of the accounts fluctuates with investment performance.

5. Investment Options:

(a) Participants will be able to direct the investment of their 401-K accounts. The Plan shall include three (3) investment options to be selected by the Company. Additional options may be offered at a later date. Initially, these options are:

1. Equity Fund
2. Balanced Fund
3. Stable Income Fund

(b) Participants shall be permitted to direct the allocation of their contributions among the available investment options at quarterly intervals in 5% increments.

(c) Participants shall also be permitted to reallocate existing account balances among available investment options at quarterly intervals in 5% increments.

6. Withdrawals:

Withdrawals from the Plan are available in the event of retirement, death, disability, termination, after attainment of age 59 1/2 or in the event of hardship. Hardship withdrawals shall be determined on the basis of the “safe harbor” rule as established by the IRS.

7. Plan Administration:

(a) Initially, Belt Railway Company of Chicago shall be the Plan Administrator. The Bank of America shall be the Plan Trustee and the Administrative Management Group (AMG) shall be the Plan Recordkeeper. The Company reserves the right, however, to change the Administrator, Trustee or Recordkeeper at any time.

(b) The Company will bear the initial start-up charges in connection with the Plan. Account maintenance and transaction fees shall be charged pro rata to each Participant’s Account on the basis of each Participant’s Account Balance, provided that no fee shall reduce a Participant’s Account Balance below zero.

(c) The Plan Administrator will conduct periodic anti-discrimination tests as required by law and shall rule upon all hardship withdrawal requests.

(d) Each Plan participant shall be furnished by the Plan Administrator with a Summary Plan Description at the time of enrollment in the Plan. A full Plan Document will be provided upon request. These documents shall be furnished at the expenses of the Company.

(e) The Plan must receive Internal Revenue Service approvals.

8. Plan Information and Enrollment:

- (a) The Plan Trustee will provide participants quarterly written reports of their account balances.
- (b) The Trustee shall periodically prepare and distribute educational materials regarding the Plan to eligible employees in English and Spanish.

ACCEPTED:

Signed/ Leon R. Fenhaus
Leon R. Fenhaus
General Chairman

APPROVED

Signed/ E. L. Torske
E. L. Torske, Vice President

FOR: Belt Railway Company of Chicago

Signed/ Michael D. McCarthy
Michael D. McCarthy
Director of Corporate Relations

Signed/Timothy E. Coffey
Director of Legal & Governmental
Affairs

ARTICLES 1, 2 & 3 of the NATIONAL MEDIATION AGREEMENT

(Case No. A-5987)

Dated October 7th, 1959.

ARTICLE I – PRIOR CONSULTATION

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

As soon as is convenient after the effective date of this agreement, and upon request at reasonable intervals thereafter, the carrier and the General Chairman or his representative will meet informally in a conference to discuss such suggestions as the General Chairman may have to minimize seasonal fluctuations in employment.

This Article does not contain penalty provisions and it does not require that agreements must be reached as the right of the carrier to make changes in work methods or to continue existing practices subject to compliance with the collective agreement is not questioned.

ARTICLE 2 – RATES OF PAY

(a) The rates of pay of employees subject to the rates of pay rules of the collective agreement between the parties hereto shall be listed in a master wage schedule prepared by the carrier. A copy of this wage schedule shall be furnished to the General Chairman for his verification. The wage schedule shall constitute a part of the rates of pay, rules and working conditions agreement between the parties, but may be physically bound with the general working conditions agreement or reproduced as a document under separate cover. This rule does not require that multiple positions of the same classification carrying the same rate of pay need be individually listed, but the listing shall be in whatever detail is necessary to enable the ascertainment from the schedule of the rate of pay for each position of employees referred to herein. When rates of pay are generally revised and when revisions are made in individual rates of pay, the General Chairman shall be furnished with a statement of the adjustments to be made in the rates as shown in the master wage schedule. When the rules and working

conditions agreement is generally revised or reprinted, the master wage schedule shall be revised to show the then current rates of pay and reproduced and distributed in the same manner as the rules and working conditions agreement.

(b) The listing of rates of pay in the agreement does not constitute a guarantee of the continuance of any position or any certain number of positions or anything else other than as stated in paragraph (a) hereof.

ARTICLE 3 – RATES OF PAY OF NEW POSITIONS AND ADJUSTMENT OF RATES OF PAY OF SUPERVISORY EMPLOYEES COVERED BY THE RULES OF THE COLLECTIVE AGREEMENT BETWEEN THE PARTIES HERETO WHERE DUTIES AND RESPONSIBILITIES HAVE ALLEGEDLY BEEN EXPANDED.

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

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

(c) The submissions to arbitration provided for in paragraphs (a) and (b) of this Article shall be under and in accordance with the provisions of the Railway Labor Act; shall be between the individual carrier and the system committee of the organization representing employees of such carrier; and shall be governed by an arbitration agreement conforming to the requirements of the Railway Labor Act which shall contain the following provisions:

- (1) shall state that the Board of Arbitration is to consist of three members;
- (2) shall state specifically that the question to be submitted to the Board for decision shall be limited to the single question as to whether the rate established by the carrier should be continued or whether the rate suggested by the General Chairman should be adopted or whether an

intermediate rate is justified; and that in its award the said Board shall confine itself strictly to decision as to the question so specifically submitted to it;

- (3) shall fix a period of ten (10) days from the date of the appointment of the arbitrator necessary to complete the Board within which the said Board shall commence its hearings;
- (4) shall fix a period of thirty (30) days from the beginning of the hearings within which the said Board shall make and file its award; provided, that the parties may agree at any time upon the extension of this period;
- (5) shall provide that the award shall become effective on the date that it is rendered and the rate awarded shall continue in force until changed or modified pursuant to the provisions of the Railway Labor Act.

1996 National Agreement

September 26, 1996
Sideletter #6

Mr. Mac A. Fleming
President
Brotherhood of Maintenance
of Way Employes
26555 Evergreen Road
Suite 200
Southfield, MI 48076-4225

Dear Mr. Fleming:

This will confirm our understanding with respect to the application of the seven (7) calendar days per month eligibility requirement for benefit coverage under the health and welfare, dental and vision plans. The understanding is as follows:

1. Nothing contained in this letter shall in any way add to, diminish or alter existing rights and/or obligations of both Carriers and employees with regard to eligibility requirements for benefit coverage for employees going on furlough, furloughed or returning from furlough.

2. An employee whose assignment commences on one (1) calendar day and ends on the following calendar day shall be deemed to have rendered compensated service on one (1) calendar day. This remains true even if the employee works overtime on that assignment during the following calendar day unless

(a) such employee's overtime on the following calendar day continues into his/her regularly scheduled work hours; or

(b) the employee's overtime on the following calendar day occurs on his/her rest day and such overtime continues into the hours of what would have been the employee's regular work day, based on the employee's assignment immediately preceding the rest day, had the rest day been a regular work day.

In the event 2(a) or 2(b) occurs the employee shall be deemed to have rendered compensated service on two (2) calendar days. If the overtime continues uninterrupted for more than two

(2) calendar days, the same principles will apply in determining for purposes of benefit eligibility the number of calendar days on which the employee shall be deemed to have rendered compensated service.

3. An employee whose assignment commences on one (1) calendar day and ends on the following calendar day, and who then works another assignment during that following day shall be deemed to have rendered compensated service on two (2) calendar days.

4. An employee who works (or who reports to work but is instructed not to work by Carrier because of inclement weather) on an eight (8) hours day's assignment shall be deemed to have rendered compensated service on one (1) calendar day for each calendar day s/he works such assignment or reports to work for such assignment but is instructed not to work because of inclement weather. An employee who works (or who reports to work but is instructed not to work by Carrier because of inclement weather) on a ten (10) hours day's assignment in lieu of an eight (8) hour day's assignment will be deemed to have rendered compensated service on one and one-quarter (1.25) calendar days for each calendar day s/he works such assignment or reports to work for such assignment but is instructed not to work because of inclement weather. Similarly, an employee on assignment where the regular work day is programmed to consist of more than eight (8) hours (e.g. 9, 11, 12, 13 hours) shall be deemed to have rendered compensated service on one and on a fraction of another calendar day worked, on the same principle as described above.

5. An employee called in to work on his/her rest day shall be deemed to have rendered compensated service on one (1) calendar day.

6. A new employee who reports for duty on the first day allowed, who has less than seven (7) calendar days on which s/he is assigned to work remaining in the month, will be eligible for benefits in the following month provided the employee works all regularly assigned days in such month.

7. The change in eligibility requirements is not intended to alter current practices with respect to whether vacations, holidays, personal leave days, bereavement leave and jury duty are considered as days of compensated service for purposes of the health, dental and vision plans.

8. An employee who is called to military duty to respond to an emergency (e.g. The Gulf War) and as a result is not able to meet the seven (7) day eligibility requirement shall remain eligible for benefits for four (4) months after the month in which compensated service was last performed.

9. An employee who is suspended, dismissed or retires and, consequently, does not meet the seven (7) calendar days per month eligibility requirement shall receive the same extension of coverage as such person received prior to such change.

10. Any lapse in benefits occurring as a result of this eligibility change shall not continue beyond the month so affected, provided such employee meets the eligibility requirements governing the immediately following month.

Please acknowledge your agreement by signing your name in the space provided below.

Very truly yours,

Signed/R.F.Allen
Robert F. Allen

I agree:

Signed/M.A.Fleming
M. A. Fleming

1996 National Agreement

September 26, 1996
Sideletter #9

Mr. Mac A. Fleming
President
Brotherhood of Maintenance
of Way Employes
26555 Evergreen Road
Suite 200
Southfield, MI 48076-4225

Dear Mr. Fleming:

This confirms our understanding in connection with the Agreement of this date.

The Carrier shall provide protective clothing and equipment (except shoes) that it deems necessary for the protection of the safety and health of employees covered by this Agreement.

The parties may elect to address this matter in a more comprehensive manner in connection with the process regarding safety (item 30) identified in the Addendum to this Agreement.

Please indicate your agreement by signing your name in the space provided below.

Very truly yours,

Signed/R.F.Allen
Robert F. Allen

I agree:

Signed/M.A.Fleming
M. A. Fleming

MEMORANDUM OF AGREEMENT
Between
THE BELT RAILWAY COMPANY OF CHICAGO
And its Employees Represented by
BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

IT IS AGREED:

The Belt Railway Company of Chicago does not maintain "net revenue ton miles" statistics.

Wherever the words "net revenue ton miles" appear in Section 3 of Article I of the Mediation Agreement (Case A-7128) made on February 7, 1965 between the participating carriers and the employees represented by the five co-operating Railway Labor Organizations signatory thereto, such words are deleted therefrom and the words "owner to owner and Belt Separate Operation car count" are substituted in lieu thereof by this agreement.

It is understood that the change referred to above is applicable only in the application of the February 7, 1965 agreement on the Belt Railway Company of Chicago.

Signed at Chicago, Illinois
September 19, 1973

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

_(Signed) N Blonda
GENERAL CHAIRMAN

FOR THE BELT RAILWAY COMPANY
OF CHICAGO

_(Signed) C.M. Crawford
DIRECTOR OF PERSONNEL