

*The following file and supplement represents the Agreement between the Northeast Illinois Regional Commuter Railroad Corporation and its employees formerly represented by the Combined Counties Police Association and currently known as the:*

**Metra Transit Police Association  
Metropolitan Alliance of Police (M.A.P.) Chapter #267  
Officer Tom Cook Memorial Lodge**

# AGREEMENT

Between the  
Northeast Illinois Regional  
Commuter Railroad Corporation  
(a Public Corporation)



And the  
Combined Counties Police  
Association

Representing Police Officers Below the Rank of Captain

Effective May 1, 1999  
Wage Rates Effective January 1, 1999

**AGREEMENT**

**between the**

**Northeast Illinois Regional Commuter Railroad Corporation  
(A Public Corporation)**

**and the**

**Combined Counties Police Association  
Representing Police Officers Below the Rank of Captain**

**Effective May 1, 1999**

**545-690**



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## **PREAMBLE**

These rules shall constitute an Agreement between the Northeast Illinois Regional Commuter Railroad Corporation and its employees represented by the Combined Counties Police Association governing the hours of service, rates of pay, benefits, and working conditions of the class and craft of Police Officer.

It is the purpose of this Agreement to promote harmonious and equitable relations between the NIRC and its employees in the performance of their assigned duties in protecting the passengers, employees, and general assets of the Northeast Illinois Regional Commuter Railroad Corporation.



**Rule 1. Scope:** (a) These rules shall constitute an Agreement between the Northeast Illinois Regional Commuter Railroad Corporation (NIRC) and its employees represented by the Combined Counties Police Association. This Agreement shall cover the rates of pay, hours of service, benefits, and working conditions of all employees classified herein as Police Officers.

(b) Due to the nature of police work, it is recognized that Commanders, Captains, Investigators, and other professional and managerial personnel from the Office of Police Services may be called upon to perform the same work as a Police Officer to the extent considered necessary to protect life and property.

(c) In the event of an emergency, as hereinafter defined, existing forces may be supplemented to the extent necessary to meet the needs of the emergency or to maintain the requirements of service. Such supplemental forces may be drawn from the other professional and managerial personnel comprising the Office of Police Services or from outside sources.

**DEFINITION:** An emergency shall be defined as a temporary or unforeseen event posing a threat to life or property requiring immediate action and additional forces beyond the Police Officers then on duty or available from the roster. Such emergency shall not be used by the Carrier as a basis for failing to hire additional Police Officers as may be needed to meet the requirements of service.

**Rule 2. Definition of Police Officer:** (a) The term Police Officer as used in this Agreement shall be defined as a State certified, sworn peace officer, having an employment relationship with the Carrier that is governed by the terms and conditions of this Agreement. All Police Officers at the rank of Captain and above and all other professional, supervisory, or managerial personnel comprising the Office of Police Services are specifically excluded from the scope of this Agreement.

(b) Police Officers shall be classified according to one of the following titles:

1. Lieutenant\*
2. Sergeant
3. Patrolman

\*See Supplement No. 1 for the specific terms and conditions related to the position of Lieutenant.

**Rule 3. Specialty Certifications:** (a) Within the classifications of Police Officer as set forth in Rule 2, above, the Carrier may establish the following additional certifications based on the needs of its service:

1. Field Training Officer (FTO)
2. Youth Officer (YO)
3. Evidence Technician (ET)
4. Major Accident Reconstruction Officer (MARC)

(b) The Chief of Police shall determine the number of Police Officers that are required to have such specialty certifications and will select the individual Police Officers for each specialty as defined in paragraph (a), above.

(c) To facilitate the overall selection process, as provided for in paragraph (b), the Carrier shall post an advisory notice in locations accessible to all Police Officers advising them of the need for Police Officers with specialty certification. Interested employees shall have five (5) days from the date of the notice to advise the Chief of Police, in writing, of their interest in obtaining such certification.

**Rule 4. Sergeants:** (a) Police Officers seeking promotion to Sergeant must be able to demonstrate their qualifications for such positions and shall be required to pass an appropriate qualifying exam.

(b) The Carrier shall periodically conduct such qualifying examinations for promotion to Sergeant, with the exam to be scheduled within three (3) years of the date of the previous examination. Notices shall be placed in locations accessible to all Police Officers advising them of the opportunity to take the examinations, with the notices indicating the date, time, and location of the exam.

(c) Police Officers failing to achieve a passing grade on the qualifying examination shall be permitted to retake the exam at any time when offered by the Carrier in the future.

(d) Police Officers achieving a passing grade on the qualifying examination shall comprise the list of candidates eligible to hold a Sergeant's position. The Sergeant's Candidate List shall be comprised in seniority order.

(e) A Police Officer's standing on the Sergeant's Candidate List shall remain current for a period of two (2) years from the date notified by the Carrier that he has passed his Sergeant's qualifying examination. Such two (2) year period shall be extended for up to an additional twelve (12) months if necessary to cover the period from the date the Police Officer's standing on the Sergeant's Candidate List expires to the date of the next Sergeant's qualifying examination, which the Carrier must offer and the Police Officer must pass in order to retain his standing on the Sergeant's Candidate List.

(f) Sergeant positions shall be bulletined in accordance with the provisions of Rule 11 and awarded in seniority order from the Sergeant's Candidate List.

(g) If disqualified from a Sergeant's position, the Police Officer shall revert to his former position and the junior employee thereby displaced shall be permitted to exercise his seniority. If, however, the Police Officer is unable to revert to his former position because it has either been abolished or is filled by a senior employee through the exercise of seniority, the Police Officer shall be permitted to exercise his seniority in a manner consistent with the process as set forth under Rule 13.

**Rule 5. Non Discrimination:** (a) It is the policy of the signatories hereto that the provisions of this Agreement be applied to all employees covered by said Agreement without regard to race, creed, color, age, sex, national origin or physical handicap, except in those cases where a bona fide occupational qualification exists.

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

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

**Rule 6. Seniority Datum:** (a) Seniority shall begin at the time the Police Officer's pay starts on a permanent position either as a Patrolman or as a Sergeant.

(b) Except in the exercise of displacement rights, employees who, as a voluntary demotion, transfer from a Sergeant's position to a Patrolman's position shall forfeit their seniority in the Sergeant's classification. Employees who transfer from a Sergeant's position to a Patrolman's position as a result of being displaced by a senior employee, or as a result of the abolishment of their position, shall continue to accumulate seniority in the Sergeant's classification. Such employees must return in the order of their seniority to positions in the Sergeant's classification when there are new positions or vacancies of more than 30 days on a Sergeant's position. An employee who fails to comply with this provision shall forfeit all seniority in the Sergeant's classification.

(c) In the event two or more individuals begin service as new Police Officers (i.e., new hires) at the same time on the same date, such Police Officers shall establish their placement on the seniority roster in the order of their respective birth dates, with the oldest Police Officer being placed highest.

(d) In the case of two or more existing Police Officers being appointed to a higher classification (i.e., Sergeant) at the same time on the same date, their placement shall be determined by their current relative ranking on the regular seniority roster, with the Police Officer having the higher seniority being ranked ahead of the junior Police Officer.

(e) Seniority rights of employees to vacancies or new positions shall be governed by these Rules.

(f) Employees filling or promoted to wholly excepted or official positions, including Lieutenant positions, shall retain and continue to accumulate seniority after they are promoted and their names shall be shown on the seniority roster, provided such employees comply with the Union Shop Agreement as set forth in Rule 50 and Appendix No. 3. In the event an employee fails to maintain such compliance, the Organization's duly accredited representative shall notify the Director, Labor Relations. If within 30 days after receipt of such notification, the employee has not regained good standing with the Organization, the employee shall forfeit his seniority.

**Rule 7. Seniority District:** Seniority rights of all Police Officers covered by this Agreement shall extend over the entire NIRC commuter service area, including any other lines or districts as may be added as a result of system expansion and growth in Carrier operations. Such commuter service area is presently defined to include services Chicago to Joliet; Chicago to Fox Lake; Chicago to Elgin; Chicago to Antioch (North Central Service); Chicago to University Park (including South Chicago and Blue Island Branches); Chicago to Orland Park (Southwest Service); and Chicago to Joliet (Heritage Corridor).

**NOTE:** It is understood that the Carrier may periodically add new lines to its overall service area. In so doing, the new lines may be incorporated, based on their geographic proximity, within the basic territories of the former Rock Island, Milwaukee, and Illinois Central Gulf railroads.

**Rule 8. Seniority Roster:** (a) A seniority roster shall be revised and posted as of the effective date of this Agreement and each January 1st thereafter, showing name, location, classification, prior rights designation, and seniority date in each classification where seniority has been established. The duly accredited representative(s) of the Organization shall be furnished with copy of the roster(s) at the time they are posted. The roster will be open to protest for a period of sixty (60) days from the date of the posting. Upon presentation of proof of error by an employee or his duly accredited representative, such error shall be corrected.

(b) No provision of this Rule shall be used to pose any restriction on the Carrier from having any covered employees, regardless of their prior rights designation, perform work throughout the entire NIRC commuter service area consistent with the terms and conditions of this Agreement.

**Rule 9. Exercise of Seniority:** (a) Except as otherwise provided in this Agreement, employees will be permitted to exercise seniority only under any one of the following conditions:

1. When positions are bulletined.
2. When their positions are abolished.
3. When displaced in the exercise of seniority.
4. When a permanent change is made in starting location.

5. When a permanent change of more than one hour, in the aggregate, is made in assigned hours within a twelve month period, and/or when assigned rest days are changed, the position will be declared vacant and bulletined and the incumbent, if not the successful applicant, will be permitted to exercise seniority.

(b) Employees having prior rights initials following their name shall have no rights to displace employees who have other prior rights initials following their names. For example, an employee having a "MR" prior rights designation following his name has no right to displace employees with the initials "RI" or "ME" following their names.

**Rule 10. Promotions, Assignments, and Displacements:** Except as otherwise provided, promotions, assignments, and displacements under these rules shall be based on seniority.

**Rule 11. Bulletining Positions:** (a) Newly created and vacant Patrolman and/or Sergeant positions known to be of ninety (90) calendar days or longer shall be bulletined as permanent positions for a period of seven (7) calendar days in places accessible to employees. Such bulletins shall show the title of the position, location, rate of pay, hours of service, rest days, and principal duties.

(b) Applications for positions bulletined must be made in writing and received by the officer issuing the bulletin within seven (7) days from the date of bulletin. A bulletin of assignment shall be posted at all places where the position was bulletined within five (5) working days after determining the successful applicant

(c) Employees having the initials "RI" following their names shall have prior rights to bid for and secure assignment to positions regularly established by the Carrier at locations on the former Rock Island territory, LaSalle Street Station to Joliet. Employees having the initials "MR" following their names shall have prior rights to bid for and secure assignment to positions regularly established by the Carrier at locations on the former Milwaukee territory, Chicago Union Station to Elgin and Chicago Union Station to Fox Lake. Employees having the initials "ME" following their names shall have prior rights to bid for and secure assignment to positions regularly established by the Carrier at locations on the former Illinois Central Gulf territory, Randolph Street Station to University Park including the South Chicago and Blue Island Branches, and Chicago Union Station to Joliet, excluding the Rock Island District (the Heritage Corridor).

(d) New positions or vacancies not filled by prior rights employees in accordance with paragraph (c), hereof, may be filled (consistent with the general seniority rules of this Agreement) by other prior rights employees from some other prior rights territory or by those employees having no prior rights designation. For example, a position on the former Rock Island territory not filled by a "RI" prior rights employee may be filled by an employee with either a "MR" or "ME" prior rights designation or by an employee with no prior rights.

(e) An employee awarded a bulletined position shall be transferred to such assignment within fourteen (14) calendar days after issuance of assignment bulletin or be compensated at the rate of the position awarded, if higher, plus ten dollars (\$10.00) per day until such time as he is transferred thereto.

(f)(i) Vacancies of less than ninety (90) days but more than thirty (30) days duration shall be bulletined in accordance with this Rule as temporary positions. No seniority, per Rule 6, shall be established on a temporary position.

(f)(ii) Vacancies of thirty (30) days or less need not be bulletined. When such vacancies are filled, they shall be filled first by using available regular relief employees. If no regular relief employees are available, such vacancies will be filled by using qualified, available employees on an overtime basis. Such vacancies may be filled on the first day of the vacancy by using any qualified employee.

(g) Copies of all bulletins and assignment notices will be furnished to the Organization's duly accredited representative.

(h) An employee upon his return from vacation or leave of absence, or within seven (7) calendar days thereafter, may displace a junior employee assigned to a position which was bulletined during his absence or vacation and will be assigned to such position within seven (7) calendar days or be paid the penalty outlined in paragraph (e), hereof. Employees displaced will have the same opportunities.

(i) Vacancies which remain unfilled after exhausting the bulletin procedure and the recall procedure of Rule 13 (f) may be filled by the hiring of a new employee.

**Rule 12. Central Communications Center:** (a) The Central Communications Center (CCC) shall perform police dispatching and other related functions covering the entire NIRC commuter service territory.

(b) Newly created positions and all vacancies within the Central Communications Center shall be bulletined and awarded in seniority order with preference given in the following order: 1) Police Officers currently holding positions within the Central Communications Center; 2) other Police Officers holding LEADS certification; and 3) all other Police Officers.

(c) Unless already holding LEADS certification, a Police Officer awarded or displacing on a position in the Central Communications Center shall have ninety (90) working days in which to obtain his certification. However, it is understood that such time frame shall be extended as necessary to accommodate the availability of any training or instruction that may be required for certification. It is also recognized that the Police Officer must meet the minimum prerequisite requirements as may be set forth by the State of Illinois for receiving LEADS training.

(d) Police Officers must have previously obtained LEADS certification in order to exercise displacement rights in the Central Communications Center, except in the event the only position to which the Police Officer can displace is a position in the Central Communication Center. In such instances, displacement shall be allowed.

(e) If disqualified from a position in the Central Communications Center, the Police Officer shall revert to his former position and the junior employee thereby displaced shall be permitted to exercise his seniority. If, however, the Police Officer is unable to revert to his former position because it has either been abolished or is filled by a senior employee through the exercise of seniority, the Police Officer shall be permitted to exercise his seniority in a manner consistent with the process as set forth under Rule 13.

**Rule 13. Reduction and Restoration of Forces:** (a) When positions are to be abolished, employees occupying same shall be given at least five (5) working days' written advance notice.

(b) Employees whose positions are abolished and those displaced thereby may, within seven (7) calendar days after the date affected, exercise their seniority by displacing junior employees occupying bulletined positions in the same class or in a lower class in which they hold seniority. Employees who do not and/or cannot exercise seniority rights will be considered furloughed on the eighth (8th) calendar day after having been affected by a job abolishment or displacement.

**NOTE:** A declaration of an employee's intent to exercise seniority is not, in itself, sufficient to constitute the actual exercise of seniority. In addition to declaring intent, the employee must actually occupy and perform service on the position on or before the eighth (8th) day following the date he was affected, unless performing short vacancy work or on vacation, otherwise he will become a furloughed employee.

(c) In the event of a reduction in forces, employees identified with a prior rights designation may only displace other employees with the same prior rights initials or employees with no prior rights. For example, an employee with prior rights initials "ME" may only displace other "ME" designated employees or non prior rights employees.

(d) Employees furloughed under the provisions of this Rule desiring to protect their seniority rights must, within seven (7) calendar days from the date actually reduced to a furloughed status, file their name and address with the Carrier officer having supervisory jurisdiction over the employees involved and advise of any change in address within thirty (30) days thereof. Otherwise seniority will be forfeited and the employee's name removed from the roster.

(e) Employees exercising displacement rights must give at least twenty-four (24) hours' advance written notice of intent to displace junior employees.

(f) When a new position or vacancy is not filled by an employee covered by this Agreement through the bulletin procedure, a furloughed senior employee who has protected his seniority, as provided for in this Rule, will be called to fill the position and will return within seven (7) calendar days after being notified at his last address given. Employees failing to return to work on a position where the employee last performed service when called without having satisfactory reason for not doing so will forfeit seniority.

**Rule 14. Hours of Service and Meal Period:** Except as otherwise provided in these Rules, eight (8) consecutive hours, inclusive of a reasonable period for a meal, shall constitute a day's work.

**Rule 15. Workweek:**

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

(a) **GENERAL.** For all employees subject to this Agreement, the workweek shall be forty (40) hours, consisting of five (5) days of eight (8) hours each, with two (2) consecutive days off in each seven (7). The workweek may be staggered in accordance with the Carrier's operational requirements. So far as practicable, the days off shall be Saturday and Sunday; however, a sufficient number of employees shall be assigned to work Saturdays and/or Sundays as a part of their regular five (5) day workweek in order to cover service requirements.

(b) **REGULAR RELIEF ASSIGNMENTS.** All possible regular relief assignments with five (5) days of work and two (2) consecutive rest days will be established to do the work necessary on rest days, vacations, and other short vacancy assignments.

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 geographic territory, provided they take the starting time, duties, and work locations of the employee or employees whom they are relieving.

(c) **DEVIATION FROM MONDAY-FRIDAY WEEK.** If an operational problem arises which the Carrier contends cannot be met under the provision of paragraph (b), above, and requires that certain employees work Tuesday to Saturday instead of Monday to Friday, and the employees contend the contrary, and if the parties fail to agree thereon, and further, if the Carrier nevertheless puts such assignments into effect, the dispute may then be processed as a grievance or claim under this Agreement.

(d) **REST DAYS OF FURLOUGHED EMPLOYEES.** To the extent furloughed employees may be utilized under this Agreement, their days off need not be consecutive; however, if they take the assignment of a regular employee they will have as their days off the regular days of that assignment.

(e) **BEGINNING OF WORKWEEK.** The term "workweek" for regularly assigned employees shall mean a week beginning on the first (1st) day on which the assignment is bulletined to work. For unassigned employees, the term shall mean a period of seven (7) consecutive days starting with Monday.

**Rule 16. Changing Assigned Starting Time and Rest Days:** (a) All assignments shall have a fixed starting time as set forth in the bulletin for the position. A designated headquarters point is to be assigned for the beginning and ending of each tour of duty, with such points to be the same. No permanent position will have an assigned starting time between the hours of 12:01 A.M. and 5:59 A.M., except by agreement of the parties.

(b) Assigned starting time and rest days will not be changed without at least twenty-four (24) hours' written advance notice to the employees affected. An employee whose assigned starting time or rest days are changed will be paid at the time and one-half rate for the first eight (8) hours following such change. This Rule shall not apply to regularly assigned relief employees or to employees when they change assignments in the exercise of seniority.

**RULE 17. Overtime:** (a) Time worked preceding or following and continuous with the regular eight (8) hour work period shall be computed on actual minute basis and paid for at one and one-half times the basic straight time hourly rate.

(b) Work on rest days or in excess of forty (40) straight time hours in any workweek shall be paid for at one and one-half times the basic straight time hourly rate, except where such excess work is due to moving from one position to another.

(c) When a position is scheduled for and works on a holiday specified in Rule 37, the overtime rate shall apply, with a minimum of eight hours for the day, and the employee regularly assigned to the position which is to be worked will be given preference in filling the assignment.

(d) When work at the overtime rate is required on any day of a regular assignment, such overtime work will be performed by the regularly assigned employee (regular or relief). In the event the aforementioned employee is not available, the work will be offered to employees in seniority order as follows:

1. To other available regularly assigned employees in the same classification assigned to the same geographic territory; i.e., former Milwaukee, former Rock Island or former Illinois Central.
2. To any other available regularly assigned employees in the same classification.
3. To other available regularly assigned employees in any classification assigned to the same geographic territory; i.e., former Milwaukee, former Rock Island, or former Illinois Central.
4. To any other available regularly assigned employees in any classification.

**NOTE:** If no one accepts the overtime call, employees may be required to work in reverse seniority order from the classification for which the overtime work is necessary regardless of geographic territory to which assigned.

(e) When overtime work is required in connection with a special assignment (a non-bulletined police assignment), the senior qualified available employees of the class involved will be given preference to such work.

(f) If any employee is notified or called to perform service on either of his rest days, a holiday as specified Rule 37, or for calls outside of established hours, he shall be paid on the basis of a minimum of three (3) hours' pay for two (2) hours' work or less, and if held on duty in excess of two (2) hours, time and one-half will be allowed on the minute basis.

(g) When an employee has qualified for holiday pay, the employee may, with prior written notice, elect to forego pay for the holiday at the time otherwise due, and at a later date have equivalent paid time off as is consistent with the requirements of service.

Employees who desire equivalent time off, but are not allowed to take the time off, will be paid upon written request, and if equivalent paid time off has not been taken by October 31 of any calendar year, employees with equivalent time due will be paid at that time.

(h) There shall be no overtime on overtime; neither shall overtime hours paid for, other than hours not in excess of eight paid for at overtime rates on holidays or for changing shifts, be utilized in computing the 40 hours per week, nor shall time paid for in the nature of arbitraries or special allowances such as attending court, 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 rules in computations leading to overtime.

**Rule 18. Absorbing Overtime:** Employees shall not be required or permitted to suspend work during regular hours to absorb overtime.

**NOTE:**

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

**Rule 19. Exchanging Assignments:** Police Officers, upon written request, will be granted exchange of duty assignments subject to the following conditions:

1. That such requests be submitted at least forty-eight (48) hours in advance of the intended exchange of assignment by proper form and approved by the Duty Captain or, in his absence, the Chief of Police or his designee.
2. That the officers requesting such exchange ensure that no physical or duty restrictions will prevent their covering the assignments which are to be exchanged.

3. That work to be performed on assignments which are exchanged permits each officer to have not less than eight (8) hours off duty either before or after they are scheduled to perform work on such exchanged assignments.
4. That only officers within the same job classification will be permitted to exchange shifts or days off, and further, provided it will not involve any additional cost to the Carrier.
5. That any officer who fails to protect an exchanged assignment will be subject to disciplinary action and will not be permitted to participate in an exchange of assignments for the succeeding twelve (12) month period.
6. That a police officer taking the assignment of another officer will be compensated for the day(s) he performs the work at his own rate of pay on a straight time basis. No trade-back is necessary unless agreed upon by both officers.
7. That the entire arrangement must be completed within thirty (30) days; that is, the debt must be repaid within thirty (30) days from the time when it is incurred.
8. That no officer may exchange assignments for more than three (3) consecutive days.
9. That the exchange of assignments will not be done on a routine basis to restructure an officer's workweek.

**Rule 20. Services Away From Headquarters:** (a) Employees covered by this Agreement shall have a designated headquarters point.

(b) An employee who is required in the course of his employment to be outside his ordinary working zone overnight shall be reimbursed for all reasonable expenses incurred, including meals and lodging, upon presentation of receipts therefor.

(c) If during the performance of his duties an employee has an automobile which he is willing to use and the company authorizes use of same, he will be paid an allowance for each mile traveled at the standard rate authorized by the Carrier (32.5¢ per mile as of the date of this Agreement); otherwise he will be furnished transportation by the company or reimbursed for the cost of public transportation as directed by the Carrier.

(d) An employee whose headquarters point is temporarily changed will be paid at the time and one-half rate during the period of the temporary change.

**Rule 21. Attending Court, Witnesses, Jury Service, Training Sessions:** (a) Employees taken away from their regularly assigned duties at the request of the Carrier to attend training sessions, or court, or to appear as witnesses for the company at hearings or investigations, will be furnished transportation and will be allowed compensation equal to what would have been earned had such interruption not taken place, as well as necessary actual expenses while away from headquarters. In the event an employee is held away from home station on other than a workday, he will be allowed a minimum of one (1) day's pay at the pro rata rate for each day so held.

(b) Employees attending court or acting as witnesses for the Carrier at hearings or investigations outside of their assigned hours will be paid for such time per Rule 17.

(c) Furloughed or extra employees will be allowed a day's pay for each day used as a witness with a maximum of one (1) day, at the rate of the position last worked, as well as necessary actual expenses while away from headquarters.

(d) 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 company with a statement from the court of jury allowances paid and the days on which jury duty was performed.
2. The number of days for which jury duty pay shall be paid is limited to a maximum of sixty (60) days in any calendar year. Jury duty pay shall be continued in the event the number of days of jury duty exceeds sixty (60) days, provided the Chief of Police is promptly notified by the employee.
3. No jury duty pay will be allowed for any day on which the employee is entitled to vacation or holiday pay.
4. When an employee is excused from service on account of jury duty, the company shall have the option of determining whether or not the employee's regular position shall be blanked, notwithstanding the provisions of any other Rules.

**Rule 22. Machines, Equipment, and Supplies Furnished:** (a) If the Carrier requires an employee to use typewriters, mechanical devices, and/or other equipment and supplies in the performance of service for the company, such items shall be furnished and maintained by the company, without expense to the employee.

**NOTE:** It is recognized that employees will furnish their own pistol which must be in accord with company specifications. However, it is agreed that if the company subsequently requires that all pistols be of the same model to meet with new specifications, then such pistols will be furnished initially by the company without cost to employees. Other firearms and equipment, such as shotguns or rifles, if required by management for use by employees, will be furnished without expense to employees.

(b) Lockers will be furnished to employees and shall be located in close proximity to the point or office where their duties begin.

(c) Employees will not be required to use their personal automobile as a condition of employment; however, employees willing and authorized to use their automobiles in service of the company shall be allowed the general mileage allowance established by the Carrier for the use thereof.

(d) The Carrier shall prescribe the uniforms to be worn by the employees engaged in police service, subject to the Carrier's specifications and issued through the Carrier's choice of supplier.

(e) The cost of original issue of summer and winter weight uniforms specified by the Carrier, or reissue because of change in company specifications, shall be borne by the Carrier. Replacement of uniform components which through use have been rendered unserviceable will, when returned to the company, be made by the Carrier. All uniforms furnished by the Carrier shall remain the property of the company.

**Rule 23. Health and Safety:** (a) The health and safety of employees shall be protected to the extent that the Carrier shall provide offices, in which employees are required to work, that are properly cleaned, ventilated, heated, and lighted and kept in sanitary condition.

(b) Good drinking water, artificially cooled, will be furnished; sanitary drinking fountains will be provided when practicable. Lockers, toilets, and washrooms will be kept in a clean, dry, and sanitary condition. Locker rooms and washrooms will be heated and lighted in the best manner possible, consistent with the source of heat and light available. Proper and suitable first-aid equipment shall be maintained at convenient and accessible locations and employees taken ill or injured while at work will be given medical attention at the earliest possible moment.

**Rule 24. Commission and Bonds:** Employees shall not be required to pay premiums on bonds nor for police commissions required by the Carrier in handling its business.

**Rule 25. Investigation and Discipline:** (a) An employee who has been in service for more than three hundred sixty-five (365) days will not be disciplined or dismissed without proper investigation. An employee may be held out of service for serious offense(s) pending an investigation and decision thereafter. The employee shall be notified in writing of the specific charge against him. Such charge will be filed with the employee within thirty (30) days from the date a supervisor of at least the rank of Lieutenant has knowledge of the alleged offense. The hearing date shall be set within (7) days of the date charged with the offense or held out of service. Employees will be permitted to have up to two duly accredited representatives along with witness(es) of their choice present. A decision will be rendered within ten (10) days after completion of the investigation. A disciplined employee will be furnished a stenographic transcript of the investigation covering the facts, evidence, and testimony.

(b) If it is found that an employee has been unjustly suspended or dismissed from the service, such employee shall be reinstated as expeditiously as possible with his seniority rights unimpaired and shall be paid for all time lost resulting from such suspension or dismissal, less any amount earned in outside employment.

**NOTE:** Consistent with past decisions of the National Railroad Adjustment Board, the term "less any amount earned from outside employment," as used herein, shall be defined so as to limit such reductions to earnings received during a suspension or dismissal which exceed earnings received from outside employment in the period prior to the discipline.

(c) If an employee or the duly accredited representative is not satisfied with the decision rendered following the investigation, an appeal may be made in accordance with Rule 27.

**Rule 26. Unjust Treatment:** (a) All Police Officers will be treated in a fair and consistent manner, relative to each and every other Officer within the Office of Police Services. The policies, rules, and procedures of the Office of Police Services will be applied consistently and fairly to all Police Officers.

(b) An employee who considers himself unjustly treated shall have the same right of hearing and appeal as provided in Rule 25 if written request containing specific reasons for complaint is made to his immediate superior or appropriate officer of the Carrier within thirty (30) days of the cause of complaint.

(c) This rule does not apply to grievances in connection with time claims or to the appeal of Carrier decisions made pursuant to Rule 25 which must be progressed in accordance with provisions of Rule 27.

**Rule 27. Time Limit on Claims and Grievances:** (a) All claims and grievances must be presented, in writing by or on behalf of the employee involved, to the officer of the Carrier authorized to receive same, within sixty (60) days from the date of the occurrence on which the claim or grievance is based. Should any such claim or grievance be disallowed, the Carrier shall, within sixty (60) days from the date same is filed, notify whoever filed the claim or grievance (the employee or his representative) in writing of the reasons for such disallowance. If not so notified, the claim or grievance shall be allowed as presented, but this shall not be considered as a precedent or waiver of the contentions of the Carrier as to other similar claims or grievances.

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

(c) The requirements outlined in paragraphs (a) and (b) pertaining to appeal by the employee and decision by the Carrier shall govern in appeals taken to each succeeding officer, except in cases of appeal from the decision of the highest officer designated by the Carrier to handle such disputes. All claims or grievances involved in a decision by the highest designated officer shall be barred unless within nine (9) months from the date of said officer's decision proceedings are instituted by the employee or his duly accredited representative before the appropriate Division of the National Railroad Adjustment Board or a system, group, or regional board of adjustment that has been agreed to by the parties hereto as provided in Section 3 Second of the Railway Labor Act. It is understood, however, that the parties may by agreement in any particular case extend the nine (9) months' period 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 (1) claim or grievance based thereon as long as such alleged violation, if found to be such, continues. However, no monetary claim shall be allowed retroactively for more than sixty (60) days prior to the filing thereof. With respect to claims and grievances involving an employee held out of service in discipline cases, the original notice of request for reinstatement with pay for time lost shall be sufficient.

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

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

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

**Rule 28. Leave of Absence:** (a) When the requirements of the service permit, employees, on request, will be granted leave of absence not to exceed thirty (30) days, with privilege of renewal. Except for physical disability, leave of absence in excess of ninety (90) days in any twelve (12) month period shall not be granted unless by agreement between the Carrier and the duly accredited representative(s) of the employees.

(b) An employee absent on leave of absence who engages in other employment will forfeit his seniority unless special provisions shall have been made therefor by the employee's supervising officer and the duly accredited representative.

(c) An employee returning from leave of absence shall return to his former position if in existence, but if abolished, or if the employee has been displaced by a senior employee during his absence, he may exercise his displacement rights as provided for in this Agreement.

(d) An employee who takes leave of absence without proper authorization shall forfeit seniority rights.

(e) Employees returning to service under the provisions of this Rule must give the supervising officer at least seven (7) calendar days' advance notice of their return.

(f) Employees who are promoted to an official position by the Carrier, or employed as a salaried full-time union representative, will retain their seniority rights, ranks, and privileges applicable thereto. In the event of failure to satisfactorily fill the position or desire to return to the service from which promoted, they may do so, provided they meet the physical requirements of the service.

(g) Employees on leave of absence to take a position representing the interests of the Carrier or the union will combine the length of service accrued while working in the position representing the interests of the Carrier or the union with his years of service as an employee and will receive vacation credits under the provisions of the Vacation Agreement which will not result in duplicating vacation benefits.

(h) Employees covered by paragraphs (f) and (g) of this Rule whose position is abolished, or who are demoted, may exercise their seniority rights by displacing a junior employee in any seniority class in which they hold seniority rights; provided they possess the necessary qualifications to fill the position. Such rights must be exercised within seven (7) calendar days from the date affected or they will be considered furloughed, subject to the provisions of Rule 13. Employees displaced thereby may exercise seniority in accordance with the provisions of Rule 13.

(i) An employee who has voluntarily relinquished a position outside the bargaining unit may exercise seniority rights only by bidding on vacancies or a new position.

(j) In the case of medical leave of absence, such leave will be granted upon receipt of appropriate medical documentation, including notice from the U.S. Railroad Retirement Board to the Carrier that the employee has filed an eligible claim for Railroad Unemployment Insurance benefits.

(k) No provision of this Rule shall be defined to preclude compliance with the terms and conditions of the federal Family Medical Leave Act.

**Rule 29. Health and Welfare and Life Insurance:** (a) The Carrier agrees to provide Police Officers and their dependents who qualify therefor with health and welfare coverage under Group Policy contracts GA23000, GA46000, GP12000, Off-Track Vehicle Accident Plan and other nationally-negotiated coverages applicable to employees covered by this Agreement.

(b) Unless otherwise distributed to employees directly by the insurance providers, booklets describing the plans and benefits of the coverages specified herein shall be furnished by the Carrier to affected employees.

**Rule 30. Off-Track Vehicle Accident Benefits:** When 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 Rule.

(a) **COVERED CONDITIONS.** This rule 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, 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 one hundred twenty (120) days after date of an accident covered in paragraph (a):

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

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

No more than \$300,000 will be paid under this paragraph to any one employee, or his personal representative, as a result of any one (1) accident.

2. Medical and Hospital Care - The Carrier will provide payment for the actual expense of medical and hospital care commencing within one hundred twenty (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 accident, less any amounts payable under group Policy Contract GA-23000 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 thirty (30) days after such accident, eighty percent (80%) of the employee's basic full-time weekly compensation from the Carrier for the time actually lost, subject to a maximum payment of one thousand dollars (\$1,000) per week for time lost during a period of one hundred fifty-six (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 ten million dollars (\$10,000,000) for any one (1) accident and the Carrier shall not be liable for any amount in excess of ten million dollars (\$10,000,000) for any one (1) accident irrespective of the number of injuries or deaths which occur in or as a result of such accident. If the aggregate amount of payments otherwise payable hereunder exceeds the aggregate limit herein provided, the Carrier shall not be required to pay as respects each separate employee a greater proportion of such payments than the aggregate limit set forth herein bears to the aggregate amount of all such payments.

(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 thereof, 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 Rule 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 Rule 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 payment pursuant to this Rule.

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

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

**Rule 31. Supplemental Sickness:** (a) The Carrier shall provide Police Officers subject to this Agreement with Group Supplemental Sickness insurance coverage. The terms and conditions of such coverage shall be comparable to the level of benefits provided for under the current nationally-negotiated Group Policy R-5000 (Supplemental Sickness Benefit Plan for Railroad Shop Craft Employees).

(b) The monthly premiums for such Supplemental Sickness insurance coverage shall be paid in their entirety by the employees. The Carrier shall accomplish such payment through automatic payroll deduction.

**Rule 32. Supplemental Retirement Benefits:** (a) The Carrier agrees that Police Officers subject to this Agreement shall receive, as an employer contribution, payments to their 401(k) Deferred Compensation Plan as may be offered by the Carrier, in accordance with the schedule set forth in Supplement No. 2.

**Rule 33. Bereavement Leave and Interpretations:** 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, stepchild, stepparent, stepparent-in-law, grandparent and grandchild. In such cases a minimum basic day's pay at the rate of the last service rendered will be allowed for the number of working days lost during bereavement leave. Employees involved will make 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.

### INTERPRETATIONS

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

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

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

Q-2: *Does the three (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-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 pay?*

A-3 A maximum of two days.

Q-4: *Will a day on which a basic day's pay is allowed on account of 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 workday preceding or following the employee's bereavement leave, as the case may be, should be considered as the qualifying day for holiday purposes.

**Rule 34. Sick Leave:** (a)(i) Police Officers who have completed one or more years of continuous service will be provided supplemental sickness benefits of ten (10) sick benefit days each calendar year. It is the purpose of these days to supplement the benefits payable under the sickness benefit provisions of the Railroad Unemployment Insurance Act, as now or hereafter amended, only to the extent provided in this Rule and not to replace or duplicate benefits provided under the Act.

(ii) Such supplemental sickness benefits will be paid on a daily basis to an eligible employee who is absent from work due to a bona fide case of sickness. The daily benefit amount of the supplemental sickness benefit will be paid on the basis of one (1) day's benefit for each day of sickness (but only for days on which the employee has the right to work), with a maximum of five (5) days' benefit payable in any calendar week during a period beginning on the first date an employee is absent from work due to illness.

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

(c) Where a Police Officer is regularly required to work his assignment on his rest days and/or holidays and he is absent due to sickness on such days, the designated holiday and assigned rest days will be considered as working days for the purpose of applying this Rule; however, the absent employee will be allowed supplemental benefits based only on the straight time rate for the time lost on such days.

(d)(i) At the end of each calendar year, the unused portion of any employee's prior year ten (10) day sickness allowance will be transferred to a "Sick Leave Reserve" and may accumulate up to a maximum of ninety (90) days. Employees may draw from this Reserve at later dates when their personal sickness in a calendar year exceeds the then current year's allowance, or they may leave the accumulated days in the "Sick Leave Reserve" until time of retirement from the service of the Carrier under the provisions of the Railroad Retirement Act.

(ii) At the time of retirement, the employee will be given a cash payment equal to twenty percent (20%) of the unused sick leave in the "Sick Leave Reserve." The straight time rate of pay of the regularly assigned position held at the time of retirement will be used in calculating the amount due under this paragraph.

(iii) Employees having accumulated the maximum ninety (90) days in their "Sick Leave Reserve" shall receive an incentive cash payment equal to fifty percent (50%) of the current year's allotment of ten (10) sick days that remain unused at year's end or which remain unused as of the date of their retirement from the service of the Carrier pursuant to the provisions of the Railroad Retirement Act.

**EXAMPLE #1:** An employee with the maximum of 90 days in his or her "Sick Leave Reserve" receives ten new sick days as of January 1. At the end of that year (December 31), the employee has used only five of the ten days allotted. He or she is, therefore, entitled to a cash payment equal to 2.5 days (5 days multiplied by 50%).

**EXAMPLE #2:** An employee with the maximum of 90 days in his or her "Sick Leave Reserve" receives ten new sick days as of January 1. During the course of the calendar year, the employee retires having used only three of the ten days allowed. On such retirement, the employee is entitled to a cash payment equal to 3.5 days (7 days multiplied by 50%).

(e) An employee who is off account of sickness in any calendar year in excess of the specified allowance he is entitled to under this Rule shall, upon request, be given sick leave with pay to the extent of his unused sick leave in his Sick Leave Reserve. Sick leave entitlement for the current year must be used up before any sick leave in the Sick Leave Reserve can be used.

(f) Before the end of the last week in January of each calendar year, each employee with unused sick leave will be notified of the number of unused days which are being placed in his Sick Leave Reserve and the total number of accumulated days in such Sick Leave Reserve.

(g) The Carrier shall have the option to fill, partially fill, or not fill the position of an employee who is absent on account of his personal sickness and is receiving an allowance under this Rule. If the Carrier elects to fill the position in its entirety, appropriate Rules of the Agreement will be followed. The use of other employees on duty and on other positions in the same classification to perform the duties of the employee absent under this Rule is permissible. Without prejudice to any Rule in this Agreement, it is understood that an employee on a lower rated position who is used for four (4) hours or less on a higher rated position on a given day will be allowed the higher rate for actual time worked. If used for more than four (4) hours, he will be allowed the higher rate for his entire tour of duty.

(h) Satisfactory evidence as to sickness, preferably in the form of a certificate from a reputable physician, may be required in case of doubt.

(i) No allowance will be made under this Rule for any day on which the employee is entitled to compensation under any other Rule or Agreement.

(j) An employee falsely claiming sick time will be subject to disciplinary action.

**Rule 35. Personal Leave:** (a) A maximum of four days of personal leave will be provided on the following basis:

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

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

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

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

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

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

(d) The Carrier shall have the option to fill, partially 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 this Agreement.

(e) The personal leave days provided in paragraph (a), above, shall be forfeited if not taken during each calendar year. However, if an employee makes request and is subsequently denied personal leave days, as provided for herein, such employee may request and be granted the equivalent number of personal leave days denied on or before May 1 of the following year. Requests and denials of personal leave days shall be in writing.

**Rule 36. Vacation:** (a) Employees covered by this Agreement shall be subject to the National Vacation Agreement of December 17, 1941, as amended. An updated summary is attached as Appendix No. 1 of the General Agreement.

(b) Employees covered by this Agreement who qualify for two (2) or more weeks of annual vacation shall be permitted to split their vacation in full week increments.

(c) In application of the general rules of this Agreement, the utilization of bulletined vacation relief assignments shall be governed by the following:

1. Incumbents on vacation relief assignments will protect all vacations based on the vacation schedule prepared pursuant to the National Vacation Agreement. These incumbents shall also protect all vacations that are allowed during the year which are scheduled due to extenuating circumstances provided this will not interfere with regular scheduled vacation relief.
2. Vacations scheduled or unscheduled which are not assigned to the vacation relief incumbents to fill, if to be protected as a temporary vacancy, will be handled pursuant to provisions of Rule 11.
3. The parties reaffirm that when not protecting vacation relief or temporary vacancies, the incumbents of vacation relief positions will be assigned such work as to guarantee forty (40) hours in a week, Monday through Sunday, in connection with which it is understood they will have a standing written request to protect temporary vacancies of thirty (30) days or less.

**Rule 37. Holidays:** Employees covered by this Agreement shall be subject to the holiday provisions of the August 21, 1954 Agreement, as amended, based on the following schedule of holidays:

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

An updated summary of the Holiday Agreement is attached as Appendix No. 2 of the General Agreement.

**Rule 38. Physical Disqualification:** (a) When an employee is withheld from service because of his physical condition as a result of examination by the Carrier's physician, the Organization or employee, upon presentation of a dissenting opinion as to the employee's condition by a competent physician, may make written request within fifteen (15) days of the date withheld upon his employing officer for a neutral medical authority to review the withheld employee's case.

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

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

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

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

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

(b) Efforts will be made to furnish suitable employment to employees who have become physically incapacitated to continue service in their present position.

**Rule 39. Former Position Vacant:** When an employee bids for and is awarded a position, his former position shall be declared vacant and bulletined immediately if to be filled. An employee awarded a position under this Rule shall not be eligible to bid on his vacated position until it has been bulletined a second time, unless the position awarded is abolished during the bulletin period of his former position. This Rule does not prohibit the abolishment of vacant positions.

**Rule 40. New Positions:** The wages for new positions shall be in conformity with the wages for positions of similar kind or class. When there are no positions of similar kind or class, the rates of pay shall be fixed by negotiations and agreement between the Director, Labor Relations (or his designee) and the duly accredited representative of the Organization.

**Rule 41. Applicants:** (a) Applications for newly hired employees shall be approved or disapproved within three hundred sixty-five (365) calendar days after applicant begins work. If application is not disapproved within the three hundred sixty-five (365) calendar day period, the application shall be considered as having been approved. Applicants disapproved within the three hundred sixty-five (365) calendar day period shall have returned to them all service cards, letters of recommendation, and other papers which have been furnished by them.

An employee whose application for employment is disapproved after being in service for more than ninety (90) calendar days, but less than three hundred sixty-five (365) calendar days, may make written request to the Chief of Police for discussion of such disapproval of application within ten (10) calendar days from the date notified of disapproval.

Upon receipt of the written request, the Chief of Police will set a time, date, and location for the discussion. The employee may, if he so desires, be assisted during the discussion by a representative of the Organization. After discussion, the Chief of Police, or his designated representative, will render his decision, either orally or in writing at his discretion. If the employee is not satisfied with the decision, the employee or representative of the Organization designated by the employee may make written request, within ten (10) calendar days from the date of decision, to discuss the matter with the Carrier's highest officer of appeal. Carrier's highest officer of appeal will set a time, date, and location for discussion of the matter with the employee and/or his designated representative. After the discussion, Carrier's highest officer of appeal will render his decision, either orally or in writing at his discretion, and such decision will be final and binding.

(b) In the event the applicant gives materially false information on the application for employment, this Rule shall not apply. However, this exception shall not be applicable to an employee who has been in service for a period of three (3) years or more.

**Rule 42. Rates of Pay:** (a) Positions as set forth below shall be hourly rated and shall be subject to the following basic rates of pay:

	<u>Hourly Rate of Pay</u>
Patrolman:	\$20.51
Sergeant:	\$21.42
Lieutenant:	\$23.38

(b) The rates of pay for employees as specified herein shall be subject to adjustment as set forth in Supplement No. 2 and shall continue in effect until subsequently adjusted through negotiation by the parties hereto.

**Rule 43. Cost of Living Adjustments:** All basic rates of pay in effect for employees covered by this Agreement shall be adjusted in accordance with the cost of living formula as set forth in Supplement No. 2.

**Rule 44. Entry Rates:** (a) Employees entering service on and after the date of this Agreement shall be paid as follows for all service performed within the first sixty (60) calendar months of service:

1. For the first twelve (12) calendar months of employment, new employees shall be paid seventy-five percent (75%) of the applicable Rule 42. Rates of Pay (including COLA).
2. For the second twelve (12) calendar months of employment, new employees shall be paid eighty percent (80%) of the applicable Rule 42. Rates of Pay (including COLA).
3. For the third twelve (12) calendar months of employment, new employees shall be paid eighty-five percent (85%) of the applicable Rule 42. Rates of Pay (including COLA).
4. For the fourth twelve (12) calendar months of employment, new employees shall be paid ninety percent (90%) of the applicable Rule 42. Rates of Pay (including COLA).
5. For the fifth twelve (12) calendar months of employment, new employees shall be paid ninety-five percent (95%) of the applicable Rule 42. Rates of Pay (including COLA).

6. Service in a craft other than that of Police Officer shall not be considered in determining periods of employment under this rule.

(b) Any calendar month in which an employee does not render compensated service due to voluntary absence, suspension, or dismissal shall not count toward completion of the sixty (60) month period.

**Rule 45. Differentials:** (a) Employees who are qualified and certified under applicable State and/or Federal Statute, and who have accepted assignment by the Carrier to perform the additional duties of Field Training Officer (FTO), Youth Officer (YO), Evidence Technician (ET), or Major Accident Reconstruction Officer (MARO), shall for the time so assigned be allowed a differential according to the following schedule:

FTO Certification:	\$0.30 per hour
YO Certification:	\$0.30 per hour
ET Certification:	\$0.30 per hour
MARO Certification:	\$0.30 per hour

(b) The differentials as specified above shall be allowed for each paid hour to the individual Police Officer so assigned.

(c) Police Officers permanently assigned to the Central Communications Center shall be allowed a differential of \$0.30 per hour for each hour worked in the Center.

(d) Police Officers permanently assigned to supervisory positions shall be allowed a differential of \$0.30 per hour for each hour worked on such positions.

(e) Police Officers subject to multiple differentials pursuant to this Rule shall be allowed a total differential not to exceed \$0.60 per hour for each hour worked.

**Rule 46. Preservation of Rates:** (a) An employee temporarily assigned to a higher rated position shall receive the higher rate while so assigned. Employees temporarily assigned to a lower rated position by direction of management will not have their rates reduced.

(b) An established position shall not be discontinued and new ones created in the Police Department covering relatively the same class of work for the purpose of reducing the rate of pay.

**Rule 47. Capital Projects:** The parties to this Agreement recognize that during the maintenance season when work projects are underway in the maintenance of way and signal departments, work equipment often is stored at the work site creating the necessity of the Carrier to provide security during the hours the work crews are not present and cannot be protected by NIRC police officers within their regularly assigned shifts.

Accordingly, when such an event takes place, the Chief of Police will notify the Organization's duly designated representative at least ten (10) days in advance of the need to have security at the work site and inform him of the duration of the project, the days and hours that security will be required, and the number of security personnel required. The Carrier will cover this security work with regularly assigned Police Officers on an overtime basis to the extent possible by canvassing the force prior to the project getting underway. Police Officers who declare their desire to work this overtime may not withdraw their request for the duration of the need to have security provided.

To the extent that Police Officers do not cover the days and hours when security personnel are needed at the work site where equipment has been stored, the Carrier shall use whatever source of personnel for this work that it deems appropriate.

**Rule 48. Posting Notices:** At points where employees covered by the Agreement are employed, suitable provision shall be made for posting notices of interest to employees.

545-690

**Rule 49. Commuter Passes:** Employees subject to this Agreement, and duly accredited representatives of such employees, shall be entitled to free commuter transportation consistent with state law and/or agreements providing for the assumption and operation of commuter service by NIRC and with the policies of the Carrier.

**Rule 50. Union Shop:** All employees subject to this Agreement shall be subject to the Union Shop Agreement as set forth in Appendix No. 3.

**Rule 51. Dues Check-Off:** Upon receipt of proper authorization, the Carrier shall deduct, from the employee's pay, monthly union dues in accordance with Appendix No. 4.

**Rule 52. Duly Accredited Representative:** (a) Where the term "duly accredited representative" appears in this Agreement, it is understood to mean the elected Chapter President and/or official Board Officer of the Combined Counties Police Association representing the employees covered by this Agreement, under the provisions of the Railway Labor Act and signatory hereto.

(b) Local officers and local committees or employees shall not enter into local understandings or agreements.

(c) The duly accredited representatives will be granted necessary time off to conduct Organization business.

**Rule 53. Employee Protection:** Employees covered by this Agreement shall be subject to the obligations, conditions, and benefits contained in the RTA Protective Agreement of June 3, 1977.

**Rule 54. Printing of Schedules:** This schedule of working conditions shall be reproduced by the Carrier and all employees who come under the Agreement shall be provided with a copy. The Carrier will also furnish copies to the Organization.

**Rule 55. Date Effective and Changes:** (a) This Agreement, together with any and all appendices, supplements, and other attachments, shall comprise the complete and total collective bargaining Agreement between the Northeast Illinois Regional Commuter Railroad Corporation and its employees represented by the Combined Counties Police Association.

(b) With adoption of this Agreement, effective May 1, 1999, the purpose and effect of this Agreement shall be to fix the general level of compensation, work rules and working conditions, and benefits of Police Officers below the rank of Captain and is in settlement, in their entirety, of all Section 6 proposals and counter proposals served by the parties.

(c) This Agreement supersedes all previous agreements, rulings, understandings, policies, and practices applicable to Police Officers below the rank of Captain between the parties signatory hereto or between the Carrier and any other Organization formerly representing Police Officers.

(d) This Agreement shall remain in effect through December 31, 2004 and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

(e) The parties to this Agreement shall not serve nor progress prior to April 1, 2004 (not to become effective until January 1, 2005) any notice or proposal to amend or change any provision or appendix of this Agreement, nor any matters not otherwise covered herein. This provision shall not preclude the parties from entering into agreements which are mutually accepted.

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

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

**FOR THE COMBINED COUNTIES  
POLICE ASSOCIATION:**

John Flood of  
President

Rich Davis  
President, Metra Chapter

George Murphy  
1st Vice President, Metra Chapter

Joe H. [unclear]  
2nd Vice President, Metra Chapter

Bessie S. [unclear]  
Secretary-Treasurer, Metra Chapter

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

[Signature]  
Executive Director

[Signature]  
Senior Director, Corporation Administration

Jeffery C. [unclear]  
Director, Labor Relations

May 1, 1999

Side Letter No. 1

Mr. Richard Janis  
President, Metra Chapter  
Combined Counties Police Association

(b)(7)

Dear Sir:

In connection with the adoption today of a new comprehensive General Agreement governing all matters pertaining to the class and craft of Police Officer below the rank of Captain, it was agreed that the following principles of former Appendix No. 1, former Side Letter No. 8, and former Side Letter No. 10 of the previous General Agreement, dated February 1, 1984, as amended, would be retained:

(a) The former Rock Island, Milwaukee Road, and Illinois Central Gulf employees shall continue to have appropriate respective initials "RI," "MR," or "ME" placed following their names on the consolidated seniority roster. Employees with such "RI," "MR," or "ME" prior rights designation shall have a constructive seniority date of February 1, 1984 and shall be ranked on the seniority roster in the relative order of their earliest continuous service date from their former respective Carrier.

(b) All employees hired on or after February 1, 1984 into Police Officer classifications, as set forth in Rule 2 of the General Agreement, shall have their names placed on the bottom of the consolidated seniority roster with a seniority date established pursuant to Rule 6 of the General Agreement, but with no prior rights designation following their names.

Please signify your concurrence in the space provided below.

Very truly yours,



Michael J. Nielsen  
Senior Director, Corporate Administration

/ms

Concur:

  
\_\_\_\_\_  
President, Metra Chapter



May 1, 1999

Side Letter No. 2

Mr. Richard Janis  
President, Metra Chapter  
Combined Counties Police Association

7(1)(b)

Dear Sir:

In connection with the adoption today of a new comprehensive General Agreement governing all matters pertaining to the class and craft of Police Officer below the rank of Captain, the Carrier gave its assurance that implementation of the General Agreement and, specifically new Rule 4, Sergeants, will not, in and of itself, result in a change in the current assignment of Sergeants. The Carrier also gave its assurance, with regards to new Rule 12, Central Communications Center, that implementation of that Rule will not, in and of itself, result in a change in current staffing within the Center.

Very truly yours,

Michael J. Nielsen  
Senior Director, Corporate Administration

/ms

May 1, 1999

Side Letter No. 3

Mr. Richard Janis  
President, Metra Chapter  
Combined Counties Police Association

(b) (7)

Dear Sir,

In connection with the adoption today of a new comprehensive General Agreement governing all matters pertaining to the class and craft of Police Officer below the rank of Captain, it was agreed that, with regard to the application of Rule 6(b), employees who prior to the date of this Agreement had established seniority in the Sergeant's classification, but who are currently working on a Patrolman's position due to a voluntary demotion, will continue to accumulate seniority in the Sergeant's classification for up to one year following the initial date of their demotion. After that one year period, such employees who do not exercise their seniority rights to obtain an available Sergeant's position (a vacancy of more than 30 days) will forfeit their seniority in the Sergeant's classification. In addition, after that one year period, such employees will be required to take and pass the next available Sergeant's qualifying examination in order to retain their Sergeant's seniority.

The following employee will be exempt from the requirement to take and pass the next available Sergeant's qualifying examination in order to retain his Sergeant's seniority, provided that he exercises his seniority to obtain the next available Sergeant's position:

T. L. Rogers

Please signify your concurrence in the space provided below.

Very truly yours,



Michael J. Nielsen  
Senior Director, Corporate Administration

/ms

May 1, 1999

Side Letter No. 4

Mr. Richard Janis  
President, Metra Chapter  
Combined Counties Police Association

7(1)(b)

Dear Sir:

In connection with the adoption today of a new comprehensive General Agreement governing all matters pertaining to the class and craft of Police Officer below the rank of Captain, attached is the updated Seniority Roster, effective as of this date, as required to be prepared per Rule 8.

Please indicate your acceptance of the roster in the space provided below.

Very truly yours,



Michael J. Nielsen  
Senior Director, Corporate Administration

/ms

Accepted:

  
\_\_\_\_\_  
President, Metra Chapter

**NORTHEAST ILLINOIS REGIONAL COMMUTER RAILROAD CORPORATION  
SENIORITY ROSTER  
POLICE OFFICER BELOW RANK OF CAPTAIN  
Effective May 1, 1999**

OFFICER RANK	NAME	PRIOR RIGHTS	POLICE DATE	SERGEANT DATE/RANK	LOCATION
1	Herring, H.E.	ME	02-01-84		OFC-KYD
2	Kinnetz, H.E. (2)	MR	02-01-84	11-10-93(2)	LT-BI
3	Modlinski, L. (*) (1)	RI	02-01-84	11-10-93(1)	CMDR.
4	Ross, T.	RI	02-01-84	11-10-93(10)	SGT-BI
5	Scalzo, J. (8)	RI	02-01-84	11-10-93(8)	LT-COMM
6	Zadura, B.S.	MR	02-01-84		OFC-HDQ
7	Wojtysiak, J. (10)	RI	02-01-84	11-10-93 (11)	LT-B1
8	Munoz, R.R.	ME	02-01-84		OFC-KYD
9	Ordaz, H.	RI	02-01-84		OFC-B1
10	Putyrski, R.A.	MR	02-01-84		OFC-ELGIN
11	Murphy, G.P.	ME	02-01-84		OFC-RSS
12	Berman, R.L.	ME	02-01-84		OFC-KYD
13	Coughlin, G.C. (*)	ME	02-01-84		LT-KYD
14	Pugh, W.C.	ME	02-01-84	11-10-93(12)	SGT-RSS
15	Salman, K.J. (3)	RI	02-01-84	11-10-93(3)	LT-BI
16	McMahon, W.P. (5)	MR	02-01-84	11-10-93(5)	LT-WA
17	McCarter, R. (6)	RI	02-01-84	11-10-93(6)	LT-WA
18	Sanford, J. W. (*) (9)	MR	02-01-84	11-10-93(9)	CMDR.

**NORTHEAST ILLINOIS REGIONAL COMMUTER RAILROAD CORPORATION**  
**SENIORITY ROSTER**  
**POLICE OFFICER BELOW RANK OF CAPTAIN**  
**Effective May 1, 1999**

OFFICER RANK	NAME	PRIOR RIGHTS	POLICE DATE	SERGEANT DATE/RANK	LOCATION
19	Linde, D.H.	RI	02-01-84	11-10-93(13)	SGT-BI
20	Mapes, M.T.	MR	02-01-84	11-10-93(14)	SGT-WA
21	Mau, H.W.	MR	02-01-84		OFC-WA
22	Rogers, T.L. (4)		03-01-84	11-10-93(4)	OFC-KYD
23	Magallon, F.L. (7)		05-07-84	11-10-93(7)	LT-WA
24	Gbur, J.R.		05-28-84		OFC-LSS
25	Collins, A.D.		04-25-86	11-10-93 (15)	SGT-RSS
26	Petschow, K.A.		04-25-86	11-18-96(18)	OFC-COMM
27	Crittenden, J.D.		06-26-86	09-30-96(17)	SGT-WA
28	Donegan, T.		11-21-86	07-21-98(21)	OFC-WA
29	Florek, T.J.		06-22-87		OFC-KYD
30	Janis, R.		07-06-87		OFC-BI
31	Manfredo, R.J.		10-29-87	04-14-98(20)	SGT-BI
32	Strykowski, J.M.		11-01-87	04-17-95(16)	SGT-WA
33	Valentine, R.M.		01-07-88		OFC-KYD/RSS (Vacation Relief)
34	Ash, Isaac Jr.		06-01-88		OFC-WA
35	VanderWoude, H.		08-22-88	04-01-98(19)	SGT-RSS
36	Maratea, M.		09-12-88		OFC-WA
37	Gunter, J.L.		10-02-88		OFC-RSS
38	Presta, S.		10-24-88		OFC-RSS/KYD
39	Cioni, M.		01-04-89		OFC-WA (Vacation Relief)
40	Swets, F.		08-15-89		OFC-LSS/BI (Vacation Relief)
41	Brewster, N.		11-01-89		OFC-COMM

**NORTHEAST ILLINOIS REGIONAL COMMUTER RAILROAD CORPORATION**  
**SENIORITY ROSTER**  
**POLICE OFFICER BELOW RANK OF CAPTAIN**  
**Effective May 1, 1999**

OFFICER RANK	NAME	PRIOR RIGHTS	POLICE DATE	SERGEANT DATE/RANK	LOCATION
42	Geraty, J.		06-01-90		OFC-WA
43	Grabowski, R.		07-17-90	03/17/99(22)	OFC-COMM (Vacation Relief)
44	Knott, D.		11-12-90		OFC-BI
45	Ortiz, R.		11-19-90		OFC-ELGIN
46	Hullinger, M.		02-01-91		OFC-LSS/BI
47	Soukup, C.		03-04-91		OFC-RSS
48	Fuller, H.R.		12-30-91		OFC-LSS
49	Kielczynski, J.		09-28-92		OFC-LSS
50	Hill, A.		10-12-92		OFC-KYD
51	Berry, H.B.		01-25-93		OFC-COMM
52	Geraty, L.		01-25-93		OFC-COMM
53	McCully, C.		02-22-93		OFC-WA
54	LoGalbo, P.		04-13-93		OFC-WA
55	Montana, J.		02-09-94		OFC-WA
56	Galdiskas, M.J.		03-29-95		OFC-KYD
57	Powell, J.		04-03-95		OFC-LSS/BI
58	Sucharski, K.		04-01-96		OFC-WA
59	Trujillo, D.		09-09-96		OFC-ELGIN
60	Carbonaro, V.		01-06-97		OFC-COMM
61	Geanes, L.		04-21-97		OFC-RSS/KYD
62	Sullivan, M.		07-21-97		OFC-LSS/BI
63	White, J.		12-01-97		OFC-RSS/KYD (Vacation Relief)
64	El-Talabani, L.		12-01-97		OFC-COMM
65	Bergstrom, W.		05-18-98		OFC-WA
66	Mack, B.		09-21-98		OFC-COMM
67	Castro, S.		05-01-99		LT-KYD

**NORTHEAST ILLINOIS REGIONAL COMMUTER RAILROAD CORPORATION  
SENIORITY ROSTER  
POLICE OFFICER BELOW RANK OF CAPTAIN  
Effective May 1, 1999**

<b>(***)</b>	<b>Medically Disqualified</b>
<b>(DA)</b>	<b>Disability Annuity</b>
<b>(L)</b>	<b>Leave of Absence</b>
<b>(*)</b>	<b>Official</b>
<b>RSS</b>	<b>Randolph Street Station</b>
<b>WA</b>	<b>Western Avenue</b>
<b>COMM</b>	<b>Communication Center/CCF</b>
<b>LSS</b>	<b>LaSalle Street Station</b>
<b>BI</b>	<b>Blue Island</b>
<b>KYD</b>	<b>KYD Yard</b>

Number in parentheses after employee's name indicates order of promotion to Lieutenant's rank.

All "ME" prior righted employees on this Roster entered service on May 1, 1987 upon the purchase of the Illinois Central Gulf Commuter Railroad Lines by the Commuter Rail Division of the Regional Transportation Authority and, along with others in this territory hired, subsequently became NIRCRC employees March 1, 1988.



May 1, 1999

Side Letter No. 5

Mr. Richard Janis  
President, Metra Chapter  
Combined Counties Police Association

(b)(7)

Dear Sir:

In connection with the adoption today of a new comprehensive General Agreement governing all matters pertaining to the class and craft of Police Officer below the rank of Captain, the attached form was provided which will be utilized in administering Rule 19, Exchanging Assignments.

Very truly yours,

Michael J. Nielsen  
Senior Director, Corporate Administration

/ms

TO:

FROM:

SUBJECT: EXCHANGE OF ASSIGNMENT  
RULE \_\_\_\_\_

I request that Officer \_\_\_\_\_ be permitted to work my  
job # \_\_\_\_\_ on \_\_\_\_\_ from  
Mo. Day Year  
\_\_\_\_\_ hrs to \_\_\_\_\_ hrs.

As repayment, I agree to work Officer \_\_\_\_\_'s  
job # \_\_\_\_\_ on \_\_\_\_\_ from  
Mo. Day Year  
\_\_\_\_\_ hrs to \_\_\_\_\_ hrs.

I will not work Officer \_\_\_\_\_'s assignment as repayment.

The undersigned Officers understand that they are responsible for protecting the listed assignments on the dates and time indicated.

Originator \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

Accepting Officer \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

APPROVED: \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_  
Shift Supervisor

APPROVED: \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_  
Duty Captain

cc: Chief of Police  
Operations Commander  
Duly Accredited Union Representative  
File

May 1, 1999

Side Letter No. 6

Mr. Richard Janis  
 President, Metra Chapter  
 Combined Counties Police Association

(b) [Redacted]

Dear Sir:

In connection with the adoption today of a new comprehensive General Agreement governing all matters pertaining to the class and craft of Police Officer below the rank of Captain, the following list was provided in connection with Rule 22. Machines, Equipment, and Supplies Furnished, setting forth the basic items comprising the uniforms to be worn by Police Officers:

Basic Uniform Items

- |   |   |
|---|---|
| 3 - Long sleeve shirts, White (men's)           | 1 - Double drop cartridge case              |
| 3 - Long sleeve shirts, Navy (men's)            | 1 - Double drop cartridge case, Automatic   |
| 3 - Short sleeve shirts, White (men's)          | 1 - Holster (per specs of officer's weapon) |
| 3 - Short sleeve shirts, Navy (men's)           | 1 - Beltkeeper                              |
| 2 - Year-round trousers, Navy (men's)           | - Plastic baton                             |
| 1 - Fluorescent Orange/Black raincoat (men's)   | - Silver belt buckle                        |
| 3 - Long sleeve shirts, White (women's)         | - Gold belt buckle                          |
| 3 - Long sleeve shirts, Navy (women's)          | - Silver hat-shield                         |
| 3 - Short sleeve shirts, White (women's)        | - Gold hat-shield                           |
| 3 - Short sleeve shirts, Navy (women's )        | - Silver cap strap                          |
| 2 - Year-round trousers, Navy (women's)         | - Gold cap strap                            |
| 1 - Fluorescent Orange/Black raincoat (women's) | - Gold buttons (Small)                      |
| 1 - Commando sweater                            | - Gold buttons (Large)                      |

- 1 - Jacket, Navy (Spectrum HL)
- 1 - Standard issue safety boots
- 1 - Fur trooper cap, Navy
- 1 - 5 Star cap w/band, Navy
- 1 - 5 Star cap w/mesh, Navy
- 1 - Rain cap cover, Black
- 2 - Black bendover ties
  - Gold nameplate w/rank (Double line)
  - Gold nameplate (Single)
  - Silver nameplate (Single)
- 1 - Garrison belt, 1<sup>3</sup>/<sub>4</sub>" Black-Plain
- 1 - Sam Browne belt, Black
- Large Gold Lieutenant's bars
- Small Gold Lieutenant's bars
- Silver star
- Gold star
- 1 - Body armor cover
- 1 - Body armor w/side panel (Class II)
  - Shoulder board insignia
  - Baton ring
  - Large Gold Sergeant's chevrons
  - Small Gold Sergeant's chevrons
- 1 - Handcuff case w/Snap-on

Revenue Collection Unit

- Nylon jacket, Navy
- Baseball cap w/mesh and logo
- Leather pile line gloves, Black
- Long sleeve shirt, Navy
- Long sleeve command shirt
- Long sleeve shirt, White
- Quilted work jacket
- Trousers (for Armored Car)

Other Miscellaneous Items

- Mag Lite 4-cell
- Navy trousers, special order
- Metra PD uniform patches
- Mesh cap w/METRA SECURITY logo
- Sergeant stripes w/sewing
- Gold metal cap strap
- Turtleneck shirts, Navy w/MPD
- Turtleneck shirts, White w/MPD
- Gold Sergeant's hat shield
- Silver Patrolman's hat shield
- Gold/Silver nameplate (Double line)

May 1, 1999  
Side Letter No. 6  
Page Three

It is understood that the Carrier may periodically revise and/or update the list of uniform components based on the Carrier's requirements of its services.

Sincerely,



Michael J. Nielsen  
Senior Director, Corporate Administration

/ms

May 1, 1999

Side Letter No. 7

Mr. Richard Janis  
President, Metra Chapter  
Combined Counties Police Association

(b) (7)

Dear Sir:

In connection with the adoption today of a new comprehensive General Agreement governing all matters pertaining to the class and craft of Police Officer below the rank of Captain, it was understood that, with regard to the new supplemental sickness insurance coverage per Rule 31, such coverage shall be provided as soon as practicable; and further, that all reasonable effort shall be put forward to ensure coverage within sixty (60) days of today's date.

Please signify your concurrence in the space provided below.

Very truly yours,



Michael J. Nielsen  
Senior Director, Corporate Administration

/ms

Concur:

  
\_\_\_\_\_  
President, Metra Chapter

May 1, 1999

Side Letter No. 8

Mr. Richard Janis  
President, Metra Chapter  
Combined Counties Police Association

7(1)(b)

Dear Sir:

In connection with the adoption today of a new comprehensive General Agreement governing all matters pertaining to the class and craft of Police Officer below the rank of Captain, it was agreed that, with regard to the implementation of new Rule 34, Sick Leave, Police Officers covered by this Agreement shall be allowed to retain all of their days currently accumulated within their individual Sick Leave Reserve accounts.

Please signify your concurrence in the space provided below.

Very truly yours,



Michael J. Nielsen  
Senior Director, Corporate Administration

/ms

Concur:

  
\_\_\_\_\_  
President, Metra Chapter

May 1, 1999

Side Letter No. 9

Mr. Richard Janis  
President, Metra Chapter  
Combined Counties Police Association

(b)(7)(D)

Dear Sir:

In connection with the adoption today of a new comprehensive General Agreement governing all matters pertaining to the class and craft of Police Officer below the rank of Captain, it was agreed that, with regard to the implementation of new Rule 34. Sick Leave, any sick days used between January 1, 1999 and today's date shall count toward calendar year 1999's annual allotment of ten (10) sick days. Similarly, with respect to new Rule 35. Personal Leave, any personal days so far used in calendar year 1999 shall count toward this year's allotment of up to four (4) personal leave days.

Please signify your concurrence in the space provided below.

Very truly yours,



Michael J. Nielsen  
Senior Director, Corporate Administration

/ms

Concur:

  
\_\_\_\_\_  
President, Metra Chapter

May 1, 1999

Side Letter No. 10

Mr. Richard Janis  
President, Metra Chapter  
Combined Counties Police Association

(b)(1)

Dear Sir:

In connection with the adoption today of a new comprehensive General Agreement governing all matters pertaining to the class and craft of Police Officer below the rank of Captain, it was understood that the new Rule 44, Entry Rates shall apply only to new employees hired on or after today's date. For previously hired employees still under the terms of the former Entry Rate rule, they shall be paid in accordance with the provisions of that prior rule. Specifically, during their first twelve (12) calendar months of employment, such employees shall be paid eighty percent (80%) of the applicable hourly rate of pay (per Rule 42, including COLA); and during their second twelve (12) calendar months of employment, such employees shall be paid ninety percent (90%) of the applicable hourly rate of pay (per Rule 42, including COLA).

Please signify your concurrence in the space provided below.

Very truly yours,



Michael J. Nielsen  
Senior Director, Corporate Administration

/ms

Concur:

  
\_\_\_\_\_  
President, Metra Chapter

May 1, 1999

Side Letter No. 11

Mr. Richard Janis  
President, Metra Chapter  
Combined Counties Police Association

7(1)(b)

Dear Sir:

During our meetings regarding the formulation of a new General Rules Agreement, the issues of "Rotating Days Off" and "Expanding Daily Assignments" were discussed. This letter will acknowledge that the Carrier remains interested and willing to further discuss these issues should the Organization desire to do so in the future.

Very truly yours,



Michael J. Nielsen  
Senior Director, Corporate Administration

/ms

May 1, 1999

Side Letter No. 12

Mr. Richard Janis  
President, Metra Chapter  
Combined Counties Police Association

(b) (7)

Dear Sir:

In connection with the adoption today of a new comprehensive General Agreement governing all matters pertaining to the class and craft of Police Officers below the rank of Captain, it was understood that the former General Agreement of February 1, 1984 (revised August 16, 1989); the Memorandum of Agreement dated August 16, 1989; the Memorandum of Agreement dated November 2, 1993; and any other pertinent contract materials deemed appropriate shall be retained for historical purposes in the files of the Carrier's Labor Relations Department.

Such retention shall in no way serve or be used to contravene or conflict with any provision of today's General Agreement, given that the new Agreement supersedes all previous agreements and letters of understanding, including those specified herein.

Please signify your concurrence in the space provided below.

Very truly yours,



Michael J. Nielsen  
Senior Director, Corporate Administration

/ms

Concur:



President, Metra Chapter

## APPENDIX NO. 1

### NATIONAL NON-OPERATING VACATION PROVISIONS

The following represents a synthesis of the present vacation provisions of the National Agreement applicable to non-operating crafts, as amended. The synthesis reflects all prior revisions and modifications and is intended to summarize current provisions as of May 1, 1999.

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

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

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

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

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

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

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

(g) Service rendered under agreements between the Carrier and one or more of the other Organizations representing non-operating employees shall be counted in computing days of compensated service and years of continuous service for vacation qualifying purposes under this Agreement.

(h) Calendar days in each current qualifying year on which an employee renders no service because of his own sickness or because of his own injury shall be included in computing days of compensated service and

years of continuous service for vacation qualifying purposes on the basis of a maximum of ten (10) such days for an employee with less than three (3) years of service; a maximum of twenty (20) such days for an employee with three (3) but less than fifteen (15) years of service; and a maximum of thirty (30) such days for an employee with fifteen (15) or more years of service with the employing carrier.

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

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

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

(l) An employee who is laid off and has no seniority date and no rights to accumulate seniority, who renders compensated service on not less than one hundred twenty (120) days in a calendar year, and who returns to service in the following year for the same Carrier, will be granted the vacation in the year of his return. In the event such an employee does not return to service in the following year for the same Carrier, he will be compensated in lieu of the vacation he has qualified for; provided he files written request therefor to his employing officer, a copy of such request to be furnished to his duly designated representative.

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

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

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

The local committee of the Organization signatory herelo and the representatives of the Carrier will cooperate in assigning vacation dates.

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

The local committee of the Organization affected signatory hereto and the proper representative of the Carrier will cooperate in the assignment of remaining forces.

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

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

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

- (a) An employee having a regular assignment will be paid while on vacation the daily compensation paid by the Carrier for such assignment.
- (b) An employee paid a daily rate to cover all service rendered, including overtime, shall have no deduction made from his established daily rate on account of vacation allowances made pursuant to this agreement.
- (c) An employee paid a weekly or monthly rate shall have no deduction made from his compensation on account of vacation allowances made pursuant to this agreement.
- (d) An employee working on a piece-work or tonnage basis will be paid on the basis of the average earnings per day for the last two semi-monthly periods preceding the vacation, during which two periods such employee worked on as many as sixteen (16) different days.
- (e) An employee not covered by paragraph (a), (b), (c), or (d) of this section will be paid on the basis of the average daily straight time compensation earned in the last period preceding the vacation during which he performed service.

7. The vacation provided for in this Agreement shall be considered to have been earned when the employee has qualified under paragraph 1 hereof. If an employee's employment status is terminated for any reason whatsoever, including but not limited to retirement, resignation, discharge, non-compliance with a union-shop agreement, or failure to return after furlough, he shall at the time of such termination be granted full vacation pay earned up to the time he leaves the service including pay for vacation earned in the preceding year or

years and not yet granted, and the vacation for the succeeding year if the employee has qualified therefor under paragraph 1. If an employee thus entitled to vacation or vacation pay should die, the vacation pay earned and not received shall be paid to such beneficiary as may have been designated, or in the absence of such designation, the surviving spouse or children or his estate, in that order of preference.

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

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

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

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

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

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

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

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

12. The parties hereto agree that the duly authorized representatives of the employees and the proper officer of the Carrier may make changes in the working rules or enter into additional written understandings to implement the purposes of this agreement; provided that such changes or understandings shall not be inconsistent with this agreement.

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

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

## APPENDIX NO. 2

### NATIONAL NON-OPERATING HOLIDAY PROVISIONS

The following represents a synthesis of the present holiday provisions of the National Agreement applicable to non-operating crafts, as amended. The synthesis reflects all prior revisions and modifications and is intended to summarize current provisions as of May 1, 1999.

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

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

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

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

(b) For other than regularly assigned employees, if the holiday falls on a day on which he would otherwise be assigned to work, he shall, if consistent with the requirements of the service, be given the day off and receive eight hours' pay at the pro rata rate of the position which he otherwise would have worked. If the holiday falls on a day other than a day on which he otherwise would have worked, he shall receive eight hours' pay at the pro rata hourly rate of the position on which compensation last accrued to him prior to the holiday.

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

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

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

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

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

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

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

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

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

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

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

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

## APPENDIX NO. 3

### UNION SHOP AGREEMENT

#### IT IS AGREED:

1. In accordance with and subject to the terms and conditions hereinafter set forth, all employees of the Carrier as now or hereafter subject to the General Rules Agreement, dated May 1, 1999, between the parties hereto, shall, as a condition of their continued employment under such General Agreement, become members of the Organization party to this agreement representing their craft or class within sixty (60) calendar days of the date they first perform compensated service as such employees; and thereafter, shall maintain membership in such organization, except that such membership shall not be required of any individual until he has performed compensated service on thirty (30) days within a period of twelve (12) consecutive calendar months. Nothing in this agreement shall alter, enlarge, or otherwise change the coverage of the present or future rules and working conditions of the General Agreement.

2. This agreement shall not apply to employees while occupying positions which are excepted from the bulletining and displacement rules of the General Agreement. However, such excepted employees are free to be members of the Organization at their option.

3. (a) Employees who retain seniority under the General Agreement governing their class or craft, and who are regularly assigned or transferred to full time employment not covered by such agreement, or who, for a period of thirty (30) days or more, are (1) furloughed on account of force reduction, or (2) on leave of absence, or (3) absent on account of sickness or disability, will not be required to maintain membership as provided in paragraph 1 of this agreement so long as they remain in such other employment, or are 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 General Agreement and continue therein thirty (30) calendar days or more, irrespective of the number of days actually worked during the period, they shall, as a condition of their continued employment subject to such General Agreement, be required to become and remain members of the Organization representing their class or craft within thirty-five (35) 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 General Agreement governing their class or craft and who, for reasons other than those specified in subparagraphs (a) and (b) of this agreement, are not in service covered by such General Agreement, or leave such service, will not be required to maintain membership as provided in paragraph 1 of this agreement so long as they are not in service covered by such General Agreement, but they may do so at their option. Should such employees return to any service covered by the General Agreement, 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 General Agreement of their class or craft, who are members of the Organization signatory hereto representing that class or craft, and who in accordance with the General Agreement of that class or craft temporarily perform work in another class of service, shall not be required to be members of the Organization whose agreement covers the other class of service until the date the employees hold regularly assigned positions within the scope of the agreement covering such other class of service.

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.

5. (a) Each employee covered by the provisions of this agreement shall be considered by the Carrier to have met the requirements of the agreement unless and until the Carrier is advised to the contrary in writing by the Organization. The Organization will notify the Carrier in writing by Registered 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 General Agreement. The form of notice to be used shall be agreed upon by the Carrier and the Organization and the form shall make provision for specifying the reasons for the allegation of non-compliance. Upon receipt of such notice, the Carrier will, within ten (10) calendar days of such receipt, so notify the employee concerned in writing by Registered Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. Copy of such notice to the employee shall be given the Organization. An employee so notified who disputes the fact that he has failed to comply with the terms of this agreement shall, within a period of ten (10) calendar days from the date of receipt of such notice, request the Carrier in writing by Registered Mail, Return Receipt Requested, or by personal delivery evidenced by receipt, to accord him a hearing. Upon receipt of such request, the Carrier shall set a date for the hearing which shall be held within ten (10) calendar days of the date of receipt of request therefor. Notice of the date set for hearing shall be promptly given the employee in writing with copy to the Organization, by Registered Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. A duly accredited 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 General Agreement not later than thirty (30) calendar days from receipt of the above described notice from the Organization, unless the Carrier and the Organization agree otherwise in writing.

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

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

If the decision is not satisfactory to the employee, or to the Organization, it may be appealed in writing, by Registered Mail, Return Receipt Requested, directly to the highest officer of the Carrier designated to handle appeals under the General Agreement. Such appeals must be received by such officer within ten (10) calendar days of the date of the decision and shall operate to stay action on the termination of seniority and employment until the decision on appeal is rendered. The Carrier shall promptly notify the other party in writing of such appeal, by Registered Mail Return Receipt Requested. The decision on such appeal shall be rendered within twenty (20) calendar days of the date the notice of appeal is received, and the employee and the Organization shall be promptly advised thereof in writing by Registered Mail, Return Receipt Requested.

If the decision on such appeal is that the employee has not complied with the terms of this agreement, his seniority and employment under the General Agreement shall be terminated within twenty (20) calendar days of the date of said decision unless selection of a neutral is requested as provided below, or unless the Carrier and the Organization agree otherwise in writing. The decision on appeal shall be final and binding unless within ten (10) calendar days from the date of the decision the Organization or the employee involved request the selection of a neutral person to decide the dispute as provided in paragraph 5(c) below. Any request for selection of a neutral person as provided in paragraph 5(c) below shall operate to stay action on the termination of seniority and employment until not more than ten (10) calendar days from the date decision is rendered by the neutral person.

(c) If within ten (10) calendar days after the date of decision on appeal by the highest officer of the Carrier designated to handle appeals under the General Agreement, the Organization or the employee involved requests such highest officer in writing by Registered Mail, Return Receipt Requested, that a neutral be appointed to decide the dispute, a neutral person to act as sole arbitrator to decide the dispute shall be selected by the highest officer of the Carrier designated to handle appeals under the General Agreement, or his designated representative, by the Chief Executive of the Organization or his designated representative, and by the employee involved or his representative. If they are unable to agree upon the selection of a neutral person, any one of them may request the Chairman of the National Mediation Board, in writing, to appoint such neutral. The Carrier, the Organization, and the employee involved shall have the right to appear and present evidence at a hearing before such neutral arbitrator. Any decision by such neutral arbitrator shall be made within thirty (30) calendar days from the date of receipt of the request for his appointment and shall be final and binding upon the parties. The Carrier, the Organization, and the employee shall be promptly advised thereof in writing by Registered Mail, Return Receipt Requested. If the position of the employee is sustained, the fees, salary, and expenses of the neutral arbitrator shall be borne in equal shares by the Carrier and the Organization; if the employee's position is not sustained, such fees, salary, and expenses shall be borne in equal shares by the Carrier, the Organization, and the employee.

(d) The time periods specified in this paragraph 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 General Agreement between the Carrier and the Organization will not apply to cases arising under this agreement.

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

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 paragraph for a period in excess of sixty (60) calendar days from the date of the last decision rendered under the provisions of paragraph 5, or ninety (90) 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 paragraph shall not, during such extension, retain or acquire any seniority rights. The position will be advertised as vacant under the bulletining rules of the General Agreement 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.

7. An employee whose seniority and employment under the General Agreement is terminated pursuant to the provisions of this agreement, or whose employment is extended under paragraph 6, shall have no time or money claims by reason thereof.

If the final determination under paragraph 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 sixty (60) or ninety (90) day periods specified in paragraph 6, or while such determination may be stayed by a court, or while a discharged employee may be restored to service pursuant to judicial determination. During such periods, no provision of any other agreement between the parties hereto shall be used as the basis for a grievance or time or money claim by or on behalf of any employee against the Carrier predicated upon any action taken by the Carrier in applying or complying with this agreement or upon an alleged violation, misapplication, or non-compliance with any provision of this agreement. If the final determination under paragraph 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.

8. In the event that seniority and employment under the General 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.

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.

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 subparagraph (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 subparagraph (a) of this paragraph shall not become effective unless and until the Carrier and the Organizations shall, as a result of further negotiations, 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 amount to be deducted, the form, procurement and filing of authorization certificates, the frequency of deductions, the priority of said deductions with other deductions now or hereafter authorized, the payment and distributions of amounts withheld, and any other matters pertinent thereto.

## APPENDIX NO. 4

### DUES DEDUCTION AGREEMENT

#### IT IS AGREED:

1. Subject to the terms and conditions of this agreement, the Carrier shall periodically deduct and withhold from the wages of the employees subject to this agreement, who acquire and maintain membership in the Organization signatory hereto, amounts equal to the monthly membership dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership in the Organization and shall pay the amount so deducted and withheld to the duly accredited officer of the Organization; provided, however, that this requirement shall not be effective with respect to any individual employee until the Carrier shall have been furnished with a written wage assignment authorization to the Organization of such membership dues, initiation fees, and assessments, which wage assignment authorization shall be revocable in writing after the expiration of one year from the date of its execution, or upon the termination of this agreement, or upon the termination of the General Agreement between the parties hereto, whichever occurs sooner.

The wage assignment authorization shall be in the form attached hereto and identified as Attachment "A", which by this reference is made a part hereof, and shall show all information called for.

The revocation of the wage assignment authorization shall be in the form attached hereto and identified as Attachment "B", which by this reference is made a part hereof.

Both the wage assignment authorization and revocation of the wage assignment authorization forms shall be provided at the expense of the Organization and shall be subject to approval by the Carrier.

The Organization shall assume full responsibility for the procurement and execution of the Wage Assignment Authorization or the Wage Assignment Authorization Revocation and for delivery of such forms to the Carrier's Accounting Department.

2. (a) The duly accredited officer of the Organization shall furnish to the Manager of Accounting of the Carrier, not later than 30 days in advance of the fifth of the month in which the first payroll deductions are to be made, an initial list, in triplicate, of all deductions to be made, showing the name, social security number and the amount to be deducted from the wages of each member who has signed a Wage Assignment Authorization. The signed wage authorizations shall be attached to the initial list of deductions to be made.

(b) The deductions will be made on a repetitive basis from the wages earned in the second pay period of the month only. The duly accredited officer of the Organization shall, each month, furnish to the Manager of Accounting, a certified statement covering (1) additions, (2) cancellations, and (3) changes in amount to be deducted not later than the fifth of the month in which deductions are to be made. The statement of additions, cancellations, and changes shall be prepared in the form attached hereto and identified as Attachment "C", which by this reference is made a part hereof and which shall be provided at the expense of the Union. It shall be specifically stated on each such statement submitted the reason each name is being shown thereon; i.e., addition, cancellation, or change in amount to be deducted. Statements covering additions or changes shall be supported by signed Wage Assignment Authorizations. Statements covering cancellations shall be supported by signed Wage Assignment Revocations. The following payroll deductions, as a minimum, will have priority over deductions in favor of the Organization as provided for in this Agreement:

1. Federal, state, and municipal taxes and other deductions required by law, including garnishments and attachments.
2. Amounts due the Carrier.

**3. Insurance and hospitalization premiums.**

(c) If the earnings of an employee are insufficient to remit the full amount of deductions for such employee, no deduction shall be made, and the same will not be accumulated and deducted in subsequent months.

(d) No deductions will be made from other than regular payrolls.

3. This agreement shall cease to apply to any employee who may be adjudicated bankrupt or insolvent under any Federal or State laws, and any Wage Assignment Authorization given hereunder shall become void.

4. The Carrier shall remit to the duly accredited officer of the Organization the amount deducted from the wages of the members. The Carrier will make such remittance on or before the end of the month succeeding that in which deductions are made. The Carrier will, at the time of such remittance, furnish the duly accredited officer of the Organization with an alphabetical list, in triplicate, of the employees from whom deductions were made, their Social Security Numbers, and the amount of such deductions. The deduction amounts may not be changed more often than once every three months.

5. Responsibility of the Carrier under this agreement shall be limited to remitting to the Organization amounts actually deducted from wages of the employees pursuant to this agreement, and the Carrier shall not be responsible to any employee for making deduction specified on a deduction list or for failure to do so. Any question arising as to the correctness of the amount listed and deducted shall be handled between the employee involved and the Organization, and any complaints against the Carrier in connection therewith shall be handled by the Organization on behalf of the employee concerned.

6. The Manager of Accounting of the Carrier shall be furnished the name, address, and title of the duly accredited officer of the Organization to whom deductions made pursuant to this agreement are to be forwarded. The Organization will also advise the Manager of Accounting of the Carrier of any changes in names, address, and titles of the duly accredited officer of the Organization to whom deductions are to be forwarded, such original advice and advice of any changes to be in the hands of the Manager of Accounting of the Carrier on or before the fifth day of the month in which deductions are to be made.

7. No part of this agreement or any other agreement between the Carrier and the Organization shall be used either directly or indirectly as a basis of any grievance or claim by or on behalf of any employee predicated upon any violation of, or misapplication, or non-compliance with any part of this agreement.

8. The Organization shall indemnify, defend, and save harmless the Carrier from any and all claims, demands, liability, losses or damage resulting from the execution of, or compliance with, the provisions of this agreement.

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



**Attachment "B"**

**WAGE ASSIGNMENT REVOCATION**

**Combined Counties Police Association**

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

Effective \_\_\_\_\_, I hereby revoke the wage assignment authorization now in effect assigning to the Union that part of my wages necessary to pay my monthly dues, initiation fees, and assessments now being withheld pursuant to the Dues Deduction Agreement between the Northeast Illinois Regional Commuter Railroad Corporation and the Combined Counties Police Association and I hereby cancel the authorization now in effect authorizing the Northeast Illinois Regional Commuter Railroad Corporation to deduct and withhold such monthly dues, initiation fees, and assessments from my wages.

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

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

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

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

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

Date \_\_\_\_\_

Attachment "C"

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

Statement of additions, cancellations, and changes in deductions for union dues authorized by wage assignment forms on file.

VENDOR \_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_  
Month Year

SUB-VENDOR \_\_\_\_\_

S.S.A. NUMBER	LAST NAME	INITIALS	AMOUNTS TO BE DEDUCTED

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

LOCATION: \_\_\_\_\_

CERTIFIED: \_\_\_\_\_

Duly Accredited Representative  
Combined Counties Police Association

## **APPENDIX NO. 5**

### **AGREEMENT**

#### **BETWEEN**

**NORTHEAST ILLINOIS REGIONAL COMMUTER RAILROAD CORPORATION**

#### **AND**

**COMBINED COUNTIES POLICE ASSOCIATION**

### **RULE "G" BY-PASS AGREEMENT**

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

1. If any Police Officer believes that another Police Officer may be in an unsafe condition, such employee will immediately contact a Carrier officer. If the Carrier officer, upon investigation, determines there is an apparent violation of Rule "G", the employee shall be removed from service.
2. Once an employee has been relieved from service under paragraph (1), such employee must contact the Company's Employee Assistance Program Counselor within 72 hours of the removal from service. If the employee contacts the Employee Assistance Program Counselor and accepts counseling, he/she will be paid for the full tour of duty on the date removed from service.
3. If the employee does comply with requirements set forth in paragraph (2), and the Employee Assistance Program Counselor determines that the employee is not in need of counseling, the employee shall be returned to service promptly. There shall be no claim progressed for any time lost as a result of the removal from service other than as provided in paragraph (2).
4. If the employee does comply with the requirements set forth in paragraph (2), and the Employee Assistance Program Counselor determines that the employee is in need of employee assistance, and the employee accepts same, the employee accepting assistance shall be returned to service upon a favorable recommendation from the Employee Assistance Program Counselor. There shall be no claim progressed for any time lost as a result of the removal from service other than as provided in paragraph (2).
5. If the employee does not comply with the requirements set forth in paragraph (2), or does not accept counseling as provided in paragraph (4), he/she must lay off and, if so desired, may request a formal investigation. Such request must be made within five (5) working days of the day removed from service.
6. The Employee Assistance Program Counselor's recommendation to return to service under paragraphs (3) and (4) shall be directed to the Department Manager with copy to the Director, Labor Relations and to the duly accredited representative(s) of the Organization.

7. The employee(s) who originated the action as provided in paragraph (1) will not be called as a Company witness(es) if a formal investigation is held.
8. This agreement shall apply once during an employee's service, and thereafter, all regular rules and agreements shall apply.
9. This Agreement is effective May 1, 1999, and may be terminated by either party upon service of five (5) days written notice upon the other party.

Signed this 1st day of May, 1999.

FOR THE ORGANIZATION:

John Flood of  
President

Rich Davis  
President, Mebra Chapter

FOR THE NIRCRC:

[Signature]  
Executive Director

Michael O'Neil  
Senior Director, Corporate Administration

Jeffrey C. Buder  
Director, Labor Relations

**RULE "G" BY-PASS**

Date \_\_\_\_\_

Location \_\_\_\_\_

Mr./Ms. \_\_\_\_\_

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

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

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

\_\_\_\_\_  
Supervisor

I have voluntarily selected the above-indicated option.

\_\_\_\_\_  
Signature

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

**AGREEMENT**  
**BETWEEN**  
**NORTHEAST ILLINOIS REGIONAL COMMUTER RAILROAD CORPORATION**  
**AND**  
**COMBINED COUNTIES POLICE ASSOCIATION**  
**PREVENTION PROGRAM COMPANION AGREEMENT**

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

1. An employee who has been dismissed from service as a result of violating Rule "G" may elect to participate in the Rule "G" Rehabilitation/Education Program (Rule "G" R/E Program), provided:
  - (a) The employee has had no Rule "G" offense on his or her record for at least ten (10) years; and
  - (b) The employee has not participated in the Rule "G" R/E Program for at least ten (10) years; and
  - (c) The incident giving rise to the dismissal did not involve significant rule violations other than Rule "G".
2. Participation in the Rule "G" R/E Program shall continue for a period of 12 months unless the employee elects to withdraw from the Program or fails to follow the course of treatment established by the Employee Assistance Program (EAP) Counselor.
3. A letter, notifying the employee of the availability of the Rule "G" R/E Program and containing a request form to be completed by the employee, shall be attached to the Notice of Dismissal.
4. The employee may elect to participate in the Rule "G" R/E Program by completing and returning the request form to the Carrier Officer who signed the Notice of Dismissal within 72 hours of receipt of the Notice.
5. The employee must contact the EAP Counselor within 72 hours of electing to participate in the Rule "G" R/E Program.
6. After being contacted, the EAP Counselor shall evaluate the employee to determine whether or not the employee may safely be returned to service and the course of treatment which the employee should follow.
7. If the evaluation indicates that the employee may safely be returned to service, he or she shall be returned to service on a probationary basis, with all seniority unimpaired. Following return to service, the employee must follow the course of treatment established by the EAP Counselor during the remainder of the Program.

8. If the evaluation indicates that the employee may not safely be returned to service, he or she shall continue in the status of a dismissed employee until subsequent evaluation(s) indicate that it is safe to return the employee to service on a probationary basis. The employee must follow the course of treatment established by the EAP Counselor while out of service and after return to service during the remainder of the Program.
9. If at any time during the 12-month period referred to in paragraph (2), the employee fails to follow the course of treatment established by the EAP Counselor, the Carrier shall remove the employee from the Program. If the employee has been returned to service, the Carrier shall, without the necessity of further disciplinary proceedings, also remove the employee from service and the employee shall revert to the status of a dismissed employee.
10. An employee may withdraw from the Rule "G" R/E Program at any time by notifying, in writing, the EAP Counselor and the Carrier Officer who signed the Notice of Dismissal. If the employee has been returned to service, the Carrier shall, without the necessity of further disciplinary proceedings, remove the employee from service and the employee shall revert to the status of a dismissed employee.
11. If the employee successfully completes the Rule "G" R/E Program, a notation to that effect shall be placed on the employee's Personnel Record and the employee's probationary status shall terminate and all seniority and other rights shall be restored.
12. No claims shall be progressed by or on behalf of the employee based on time lost as a result of the incident leading to the employee's participating in the Rule "G" R/E Program.
13. The Employee Assistance Program Counselor's recommendation to return to service under paragraph (7) shall be directed to the Carrier Officer who signed the Notice of Dismissal with copy to the Director, Labor Relations and the duly accredited representative(s) of the Organization.
14. This Agreement is effective May 1, 1999, and may be terminated by either party upon service of (5) days written notice upon the other party.

Signed this 1st day of May, 1999.

FOR THE ORGANIZATION:

John Flood  
President

Rich Davis  
President, Metra Chapter

FOR THE NIRCRC:

[Signature]  
Executive Director

[Signature]  
Senior Director, Corporate Administration

[Signature]  
Director, Labor Relations

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

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

I elect to participate in the Rule "G" Rehabilitation/Education Program. I understand my participation is governed by the \_\_\_\_\_ Agreement establishing the Program. I further understand I must contact the Employee Assistance Program Counselor \_\_\_\_\_ (312) 726-8620 or \_\_\_\_\_ (Name of Counselor) 1-800-227-8620 within 72 hours of this election to participate in the R/E Program.

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

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

**Supplement No. 1**

**Memorandum of Agreement**

**Between**

**Northeast Illinois Regional Commuter Railroad Corporation**

**and**

**Combined Counties Police Association**

**Governing Rates of Pay, Working Conditions, and Benefits**

**Applicable to**

**Police Lieutenants**

**Dated May 1, 1999**

**S-1**

**545-690**

Supplement No. 1  
Memorandum of Agreement

This Agreement, made this 1st day of May, 1999, by and between the Northeast Illinois Regional Commuter Railroad Corporation and its employees represented by the Combined Counties Police Association, witnesseth:

IT IS HEREBY AGREED:

The following shall constitute an agreement, in its entirety, governing the hours of service, rates of pay, and working conditions for employees promoted to the position of Lieutenant. Rule citations as referred to herein are from the General Agreement, dated May 1, 1999.

Section 1. Positions of Lieutenant shall be subject to all terms and conditions of the General Agreement, with the exception of Rules pertaining to promotion, assignment, and displacement, as well as Rules 26 and 27 with respect to promotions to and demotions from the rank of Lieutenant.

Section 2. (a) It is the Carrier's policy to promote its own employees. As such, employees covered by the General Agreement who pass the basic Lieutenant's qualifying examination, as offered periodically by the Carrier, shall be the first source for filling any new or vacant Lieutenant's positions, with preference to be given to employees holding Sergeant's positions. Only when such qualified employees cannot be found in the ranks, or when qualified employees will not accept promotion, shall it be the disposition of the Carrier to vary from this policy.

(b) Notices showing basic work hours and working conditions shall be placed in locations accessible to all Police Officers advising them of the opportunity to be considered for promotion to the position of Lieutenant. As per Section 1, herein, the filling of Lieutenant positions shall not be subject to the provisions of Rules 10 or 11, but must comport to the Carrier's overall policies guiding hiring and promotion. In the event a Police Officer making application on a Lieutenant's position is not selected, he will, upon timely written request to the Chief of Police, be advised of the reason(s) therefor.

Section 3. (a) Voluntary demotion from Lieutenant positions may only be made to new positions or to vacant positions. Employees who, as a voluntary demotion, transfer from a Lieutenant's position to a Patrolman's position shall forfeit their seniority in the Sergeant's classification. Demotions from the rank of Lieutenant shall not be considered discipline and are, therefore, barred from the claims and grievance process contained in Rule 27 or the unjust treatment provisions of Rule 26. Demotions shall result in the loss of all rights within the classification of Lieutenant.

(b) Non-voluntary demotions shall be based on cause. In such event, the employee may request a timely review of the reason(s) therefor by the Chief of Police. At the discretion of the employee, the employee may also request a duly accredited representative of the Organization to accompany him to such review with the Chief of Police.

Section 4. In the event forces are reduced in the Lieutenant's class, such reduction shall be accomplished in reverse order from which the employees were originally appointed to positions of Lieutenant. Reductions in force, as well as non-voluntary demotions or leniency agreements which result in a demotion, shall provide the employee the ability to displace a junior employee in a lower classification for which qualified, in accordance with the provisions of Rule 13. If, in the exercise of seniority into a lower classification, such employee elects to displace onto a Patrolman's position, when his seniority would have allowed him to displace onto a Sergeant's position, the employee shall forfeit his seniority in the Sergeant's classification.

Section 5. This Memorandum of Agreement shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended, and is subject fully to the provisions of Rule 55 of the General Agreement, dated May 1, 1999.

Signed this 1st day of May, 1999.

FOR THE ORGANIZATION:

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
President, Metra Chapter

FOR THE NIRCRC:

  
\_\_\_\_\_  
Executive Director

  
\_\_\_\_\_  
Senior Director, Corporate Administration

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

May 1, 1999

Side Letter No.   1  

Mr. Richard Janis  
President, Metra Chapter  
Combined Counties Police Association

(1)(b)

Dear Sir:

With regard to Supplement No. 1, Memorandum of Agreement governing rates of pay, working conditions, and benefits applicable to Police Lieutenants, dated May 1, 1999, it is understood that implementation of the agreement will not, in and of itself, result in the displacement or demotion of any individual presently holding a Lieutenant's position. Specifically, non-voluntary demotion of such individuals may take place only in accordance with the provisions of Section 3 of the Memorandum of Agreement; however, no demotion of current incumbents is contemplated. In the event such action becomes necessary, it is further understood that no individual holding a Lieutenant's position on the effective date of the Memorandum of Agreement may be demoted on a non-voluntary basis without cause resulting from an investigation in accordance with the provisions of Rule 25.

Please signify your concurrence in the space provided below.

Very truly yours,



Michael J. Nielsen  
Senior Director, Corporate Administration

/ms

Concur:



Richard Janis  
President, Metra Chapter

S-4

545-690

May 1, 1999

Side Letter No. 2

Mr. Richard Janis  
President, Metra Chapter  
Combined Counties Police Association

(b) (1)

Dear Sir:

With regard to Supplement No. 1, Memorandum of Agreement governing rates of pay, working conditions, and benefits applicable to Police Lieutenants, dated May 1, 1999, the Carrier gave its assurance that implementation of the agreement will not, in and of itself, result in a change in the current assignment of Lieutenants.

Very truly yours,



Michael J. Nielsen  
Senior Director, Corporate Administration

/ms

S-5

545-690

May 1, 1999

Side Letter No. 3

Mr. Richard Janis  
President, Metra Chapter  
Combined Counties Police Association

(1)(5)

Dear Sir:

With regard to Supplement No. 1, Memorandum of Agreement governing rates of pay, working conditions, and benefits applicable to Police Lieutenants, dated May 1, 1999, it is understood that Side Letter No. 9 of the previous General Rules Agreement, dated February 24, 1988, has been eliminated and that the remaining incumbents, as identified below, currently holding non-union Lieutenant I positions may be used in the same fashion as any other Lieutenant under the terms of the Memorandum of Agreement. The remaining incumbents are as follows:

P. A. Bailey	Lieutenant I
S. Castro	Lieutenant I
R. A. Clanin	Lieutenant I
G. C. Coughlin	Lieutenant I
T. W. Dorsey	Lieutenant I

It is further understood that once an incumbent as identified above permanently vacates his position (by reason of death, resignation, retirement, or other similar action), the position will become vacant and will be filled in accordance with, and be subject to, all terms and conditions of the Memorandum of Agreement.

Please signify your concurrence in the space provided below.

Very truly yours,



Michael J. Nielsen  
Senior Director, Corporate Administration

/ms

Concur:

  
\_\_\_\_\_  
President, Metra Chapter

S-6

545-690

**Supplement No. 2**

**Memorandum of Agreement**

**Between**

**Northeast Illinois Regional Commuter Railroad Corporation**

**and**

**Combined Counties Police Association**

**Wage and Benefit Actions**

**Dated May 1 , 1999**

**545-690**

Supplement No. 2  
Memorandum of Agreement

This Agreement, made this 1st day of May, 1999, by and between the Northeast Illinois Regional Commuter Railroad Corporation and its employees represented by the Combined Counties Police Association, witnesseth:

IT IS HEREBY AGREED:

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

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

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

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

Section 2. General Wage Increases: Basic rates of pay between the NIRC and CCPA as set forth in Rule 42, Rates of Pay of the General Agreement of May 1, 1999, are hereby adjusted to the extent indicated below:

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

(b) Effective July 1, 2000, all basic rates of pay in effect on June 30, 2000, for employees covered by the May 1, 1999, General Agreement, shall be increased in the amount of three (3.0) percent.

(c) Effective July 1, 2001, all basic rates of pay in effect on June 30, 2001, for employees covered by the May 1, 1999, General Agreement, shall be increased in the amount of three (3.0) percent.

(d) Effective July 1, 2002, all basic rates of pay in effect on June 30, 2002, for employees covered by the May 1, 1999, General Agreement, shall be increased in the amount of three (3.0) percent.

(e) Effective July 1, 2003, all basic rates of pay in effect on June 30, 2003, for employees covered by the May 1, 1999, General Agreement, shall be increased in the amount of three (3.0) percent.

(f) Effective July 1, 2004, all basic rates of pay in effect on June 30, 2004, for employees covered by the May 1, 1999, General Agreement, shall be increased in the amount of three (3.0) percent.

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

**Section 3. Cost of Living Adjustment:** All basic hourly rates of pay for employees covered by this Agreement shall be increased by the excess cents per hour above thirteen (13) cents, if any, calculated on the continued basis of formula criteria contained in Article II of Mediation Agreement, Case No. A-11569, dated April 15, 1986. Specifically, Sections 1(a), 1(e)(i), and 1(g) of Article II shall be amended as follows:

(a) **Section 1(a):** The following shall be shown under the three time period columns for the first COLA payment, if any:

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

The following shall be shown under the three time period columns for the second COLA payment, if any:

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

(b) **Section 1(e)(i):** The following shall be shown under the two columns for the first COLA payment, if any:

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

January 1, 2001	8% of September 1999 CPI, less the increase from September 1999 to March 2000
July 1, 2001	4% of September 2000 CPI
January 1, 2002	8% of September 2000 CPI, less the increase from September 2000 to March 2001
July 1, 2002	4% of September 2001 CPI
January 1, 2003	8% of September 2001 CPI, less the increase from September 2001 to March 2002

The following shall be shown under the two columns for the second COLA payment, if any:

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

(c) **Section 1(g)**: The following shall be shown for the first COLA payment, if any:

- (xxvii) Any increase to be paid effective July 1, 1998, is limited to that in excess of 49 cents per hour.
- (xxviii) The combined increases, if any, to be paid as a result of the adjustment effective July 1, 1998 and January 1, 1999 are limited to those in excess of 49 cents per hour.
- (xxix) Any increase to be paid effective July 1, 1999, is limited to that in excess of 58 cents per hour.
- (xxx) The combined increases, if any, to be paid as a result of the adjustments effective July 1, 1999 and January 1, 2000 are limited to those in excess of 58 cents per hour.
- (xxxi) Any increase to be paid effective July 1, 2000, is limited to that in excess of 60 cents per hour.
- (xxxii) The combined increases, if any, to be paid as a result of the adjustments effective July 1, 2000 and January 1, 2001 are limited to those in excess of 60 cents per hour.
- (xxxiii) Any increase to be paid effective July 1, 2001, is limited to that in excess of 51 cents per hour.
- (xxxiv) The combined increases, if any, to be paid as a result of the adjustments effective July 1, 2001 and January 1, 2002 are limited to those in excess of 51 cents per hour.
- (xxxv) Any increase to be paid effective July 1, 2002, is limited to that in excess of 52 cents per hour.

(xxxvi) The combined increases, if any, to be paid as a result of the adjustments effective July 1, 2002 and January 1, 2003 are limited to those in excess of 52 cents per hour.

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

The following shall be shown for the second COLA payment, if any:

(xxxvii) Any increase to be paid effective July 1, 2003, is limited to that in excess of 54 cents per hour.

(xxxviii) The combined increases, if any, to be paid as a result of the adjustments effective July 1, 2003 and January 1, 2004 are limited to those in excess of 54 cents per hour.

(xxxix) Any increase to be paid effective July 1, 2004, is limited to that in excess of 66 cents per hour.

(xxxx) The combined increases, if any, to be paid as a result of the adjustments effective July 1, 2004 and January 1, 2005 are limited to those in excess of 66 cents per hour.

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

**Section 4. Health and Welfare Coverage:** (a) During the term of this Agreement, the Carrier agrees that such premiums per qualifying employee necessary to continue in force all nationally negotiated Health and Welfare coverages applicable to Police Officers per Rule 29, including but not limited to those under GA23000, GA46000, GP12000, and Off-Track Vehicle Accident Plan, shall be remitted in their entirety by the Carrier.

(b) Required premium payments as set forth in paragraph (a), above, shall also be remitted in their entirety for eligible employees who retire from the services of the Carrier on or after reaching age sixty (60) and shall continue to be remitted in their entirety until such eligible employee reaches age sixty-five (65). For purposes of this subparagraph, an employee shall be considered as eligible provided he has a minimum of ten (10) years of continuous service as a NIRC Police Officer at the time of his retirement from the services of the Carrier.

**Section 5. Supplemental Retirement Benefits:** (a) Effective with the signing of this Agreement, the Carrier shall make, as an employer contribution, a payment of \$250 on behalf of each employee, subject to and in service under the terms of this Agreement, to such employee's individual 401(k) Deferred Compensation Plan account.

(b) Effective with the pay period ending December 31, 1999, the Carrier shall make, as an employer contribution, an additional payment of \$250 to each covered employee's individual 401(k) Deferred Compensation Plan account.

(c) Thereafter, effective with the pay period ending December 31 of each subsequent calendar year, the Carrier shall make, as an employer contribution, a payment of \$500 to each covered employee's individual 401(k) Deferred Compensation Plan account.

(d) The employer contributions, as set forth in paragraphs (b) and (c), above, shall be prorated based on the number of straight time hours for which an employee receives compensation as a percentage of 2,088 total straight time hours for the calendar year.

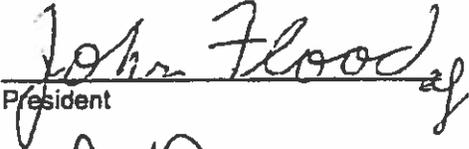
(e) To qualify for the employer contributions, as set forth in paragraphs (b) and (c), above, the employee must be in service under the terms of this Agreement on the effective date of the payments and must have received compensation pursuant to the General Agreement of May 1, 1999 during the course of the calendar year. There shall be no duplication of any payments or pyramiding of any benefits as provided for herein for employees who are coincidentally eligible to receive supplemental pension and/or retirement benefits under another agreement applicable to NIRC employees.

(f) All payments, as provided for herein, shall be made in conformance with applicable state and federal law and subject to any tax withholdings as may be required by such law.

Section 6. Effect of Agreement: This Memorandum of Agreement shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended, and is subject fully to the provisions of Rule 55 of the General Agreement, dated May 1, 1999.

Signed this 1st day of May 1999.

**THE ORGANIZATION:**

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
President, Metra Chapter

**THE NIRCRC:**

  
\_\_\_\_\_  
Executive Director

  
\_\_\_\_\_  
Senior Director, Corporation Administration

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

May 1, 1999

Side Letter No. 1

Mr. Richard Janis  
President, Metra Chapter  
Combined Counties Police Association

7(1)(b)

Dear Sir:

With regard to Supplement No. 2, Memorandum of Agreement setting forth wage and benefit actions, dated May 1, 1999, it is understood that in connection with the payment of the lump sum bonus, as provided for in Section 1, employees will be given an election form on which they will indicate their preferred method for receiving the payment and, specifically, whether or not they want to have all or some portion of the payment placed in their deferred compensation plan. In further regard to Section 1, it is also understood that the payment to be made pursuant to paragraph (a) thereof will be made within forty-five days of today's date.

Please signify your concurrence in the space provided below.

Sincerely,



Michael J. Nielsen  
Senior Director, Corporate Administration

/ms

Concur:

  
\_\_\_\_\_  
President, Metra Chapter

S-13

545-690

May 1, 1999

Side Letter No. 2

Mr. Richard Janis  
President, Metra Chapter  
Combined Counties Police Association

(1)(b)

Dear Sir:

With regard to Supplement No. 2, Memorandum of Agreement setting forth wage and benefit actions, dated May 1, 1999, it is understood that in connection with Section 1. Lump Sum Bonus Payment, the employee referenced in paragraph (b), who is "in service on the effective date of this Agreement," refers to an employee covered by this agreement who maintains an employment relationship with NIRC on that date.

It is also agreed with respect to Section 1. Lump Sum Bonus Payment, paragraph (d), an employee who is coincidentally eligible to receive a comparable bonus or lump sum payment under another agreement applicable to NIRC that exceeds the lump sum amount provided under paragraph (a), will be allowed to receive the greater of the lump sums; however, it remains our understanding that such an employee shall not receive duplicate payments.

Please signify your concurrence in the space provided below.

Sincerely,



Michael J. Nielsen  
Senior Director, Corporate Administration

/ms

Concur:

  
\_\_\_\_\_  
President, Metra Chapter

S-14

545-690

May 1, 1999

Side Letter No. 3

Mr. Richard Janis  
President, Metra Chapter  
Combined Counties Police Association

7(1)(b)

Dear Sir:

With regard to Supplement No. 2, Memorandum of Agreement setting forth wage and benefit actions, dated May 1, 1999, it is agreed that the following shall govern the payment of retroactive wage adjustments resulting from the January 1, 1999 general wage increase as provided for in Section 2(a). Specifically, all such retroactive wage adjustments shall be paid in a single separate check, subject to all regular and normally applicable payroll tax withholdings. It is NIRC's intention to make this retroactive wage payment within forty-five (45) days of today's date. It is also understood that such retroactive wage adjustments shall be due only to employees subject to this Agreement who have performed service during the period January 1, 1999 through today's date and who have continued their employment relationship up to today's date or in the meantime have either died or retired.

Please signify your concurrence in the space provided below.

Sincerely,



Michael J. Nielsen  
Senior Director, Corporate Administration

/ms

Concur:

  
\_\_\_\_\_  
President, Metra Chapter

S-15

545-690

May 1, 1999

Side Letter No. 4

Mr. Richard Janis  
President, Metra Chapter  
Combined Counties Police Association

7(1)(b)

Dear Sir:

With regard to Supplement No. 2, Memorandum of Agreement setting forth wage and benefit actions, dated May 1, 1999, it is understood that in connection with the employer contribution to be made pursuant to Section 5(a), such payment shall be made as soon as practicable once the employees have completed required election forms and their individual 401(k) Deferred Compensation Plan accounts have been established.

Please signify your concurrence in the space provided below.

Sincerely,

Michael J. Nielsen  
Senior Director, Corporate Administration

/ms

Concur:

\_\_\_\_\_  
President, Metra Chapter

S-16

May 1, 1999

Side Letter 5

Mr. Richard Janis  
President, Metra Chapter  
Combined Counties Police Association

(b) (1)

Dear Sir:

With regard to Supplement No. 2, Memorandum of Agreement setting forth wage and benefit actions, dated May 1, 1999, it is understood that in connection with Section 5. Supplemental Retirement Benefits, NIRC will prorate the employer contributions as provided for in paragraphs (b) and (c), thereof, for employees in service for less than the full calendar year, based on a total of 2,088 hours for the year. Accordingly, an employee in service for the entire year would have the full payment made to his or her individual 401(k) Deferred Compensation Plan account. If, however, as an example under paragraph (c), an employee received compensation for only six months of the year (or 1,044 hours), a payment of \$250 (or 50 percent of the full payment of \$500) would be made to his or her individual plan account.

Please signify your concurrence in the space provided below.

Sincerely,

Michael J. Nielsen  
Senior Director, Corporate Administration

/ms

Concur:

  
\_\_\_\_\_  
President, Metra Chapter

S-17



# Memorandum

TO: All Metra Police Officers

DATE: May 1, 1999

FROM:

  
Fred J. Leonard  
Chief of Police

SUBJECT: Police Officer Death Benefit

At various times the question has arisen as to whether or not Metra Police Officers are eligible to receive death benefits as offered by the U.S. Department of Justice in the event an officer is slain in the line of duty. Confirming our prior responses in this regard, Metra Police Officers are eligible under the program and Metra would make the necessary notifications to the U.S. Department of Justice to ensure that all benefits to which the officer's survivors are entitled are received, including the \$140,000 federal line of duty death benefit.

/ms

545-690



## Memorandum

TO: All Metra Police Officers

DATE: May 1, 1999

FROM:

  
Fred J. Leonard  
Chief of Police

SUBJECT: Time-Due Days

Effective May 1, 1999, it will be the policy of this Department to allow Police Officers to use their time-due days consistent with the requirements of service. In application of this policy, Police Officers will be granted a minimum of six (6) such days irrespective of whether or not the Carrier must incur the expense of overtime to fill the position of the officer taking the time-due day. The use of any time-due days over and above the six (6) days will continue to be granted in a manner consistent with this policy and the provisions of Rule 17(f) of the new General Rules Agreement.

/ms

545-690