

AGREEMENT BETWEEN THE REGIONAL TRANSPORTATION AUTHORITY,  
CHICAGO COMMUTER RAILROADS, MOTOR BUS CARRIERS  
AND REPRESENTATIVES OF THEIR EMPLOYEES  
SIGNATORY HERETO CONCERNING PROTECTION OF  
EMPLOYEES AFFECTED BY ACTIONS OF THE  
REGIONAL TRANSPORTATION AUTHORITY,  
PURSUANT TO SECTIONS 2.15 AND 2.16 OF THE  
REGIONAL TRANSPORTATION AUTHORITY ACT

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Section 1. Purpose And Scope Of Protection

The purpose and scope of this agreement is to provide a fair and equitable arrangement for the protection of the interests of all employees of the carriers signatory hereto, represented by the labor organizations signatory hereto, who may be affected in their employment as a result of a grant contract, the execution of a purchase of service agreement, or any other action of the Regional Transportation Authority (RTA) as defined in Section 2.16(c) of the Regional Transportation Authority Act (Ill. Rev. Stat. Ch. 11 2/3, Section 702.16(c) (RTA Act)). The provisions of this agreement are effective on each carrier signatory hereto on the date of the first grant contract between that carrier and RTA or July 1, 1975, whichever is earlier. All actions pursuant to the RTA Act shall be undertaken in such manner that no employee covered by these provisions shall be placed in a worse position with respect to his employment, as hereinafter provided. The rights, privileges and benefits (including but not limited to the continuation of pension rights and benefits, supplemental pension plans, supplemental sickness benefits, pass rights and privileges, life insurance, hospitalization and medical care, dental care, vacation rights, et cetera) of employees of the carriers signatory hereto represented by the labor organizations signatory hereto under existing collective bargaining agreements and otherwise shall be preserved and continued. The collective bargaining rights of employees represented by the organizations signatory hereto as well as the representation rights of said organizations as provided in applicable laws and/or existing collective bargaining agreements shall be preserved and continued.

Section 2. Definitions And Interpretations Of Provisions

(a) Whenever used herein, unless the context requires otherwise:

(1) "Action of the Authority" means the acquisition and operation of public transportation facilities, the execution of purchase of service agreements or grant contracts made under the RTA Act, and the coordination, reorganization, combining, leasing, merging of operations or the expansion or curtailment of public transportation service or facilities by the Authority, and shall include events occurring in the anticipation of, during and subsequent to the said action, but does not include a failure or refusal to enter into a purchase of service agreement or grant contract as provided in Section 2.16(c) of the RTA Act.

(2) "Protective period" means that period of time during which a displaced or dismissed employee is to be provided protection hereunder and extends from the date on which an employee is displaced or dismissed to the expiration of six years therefrom, provided however, that the protective period for any particular employee shall not continue for a longer period following the date he was displaced or dismissed than the employee's length of service with the carrier on which he was employed prior to the date of his displacement or his dismissal. For purposes of this agreement, an employee's length of service shall be determined in accordance with the provisions of Section 7 of this Agreement.

(3) "The carrier" means the railroad company or motor bus company signatory hereto on which the employee is working at the time he is displaced or dismissed.

(4) "The Authority" or "RTA" means the Regional Transportation Authority created by the RTA Act of the State of Illinois.

(5) Except when otherwise indicated by the context, any masculine terminology herein shall include the feminine, and the definition of any term herein in the singular shall also include the plural.

(b) It is the intent of this Agreement to provide employee protections which meet the requirements of Sections 2.15 and 2.16 of the RTA Act and are in no event less than the benefits established pursuant to Section 13(c) of the Urban Mass Transportation Act of 1964, as amended (49 U.S.C. Sec. 1609(c)), and Section 405(b) of the Rail Passenger Service Act of 1970, as amended (45 U.S.C. Section 565(b)), and as prescribed by the United States Secretary of Labor thereunder, at the time of this agreement. Thus, the terms of this agreement are to be interpreted and applied in favor of providing employee protections and benefits no less than those established pursuant to the Urban Mass Transportation Act and Rail Passenger Service Act.

(c) Nothing in this Agreement shall be construed as depriving any employee of any rights or benefits or eliminating any obligations which such employee may have under any existing job security or other protective conditions or arrangements; provided, however, that if a protected employee otherwise is eligible for protection under both this Agreement and some other job security or other protective conditions or arrangements, he shall elect between protection under this Agreement and protection under such other arrangement and, for so long as he continues to be protected under the arrangement which he so elects, he shall not be entitled to any protection or benefit (regardless of whether or not such benefit is duplicative) under the arrangement which he does not so elect; and, provided further, that after expiration of the period for which such employee is entitled to protection under the arrangement which he so elects, he may then be entitled to protection under the other arrangement for the remainder, if any, of his protective period under that arrangement.

### Section 3. Notice, Negotiation And Arbitration

(a) When the RTA or a carrier signatory hereto contemplates a change in operations, services or facilities of the carrier, as a result of an action of the Authority, which may result in the dismissal, displacement or rearrangement of its employees, the RTA or the carrier shall give at least forty-five (45) days' written notice of such intended change by sending certified mail notice to the duly authorized bargaining representatives of such interested employees and by posting a notice on bulletin boards convenient to the interested employees. Such notice shall contain a full and adequate statement of the proposed changes to be effected, including an estimate of the number of employees and their craft or class which will be required to perform the work. The date and place of a conference between representatives of all the parties interested in such intended changes for the purpose of reaching agreements with respect to the application thereto of the provisions of this Agreement shall be agreed upon immediately after the receipt of said notice, and the conference shall commence within ten (10) days from the date of such notice. Changes in operations, services, or facilities which will not result in the displacement, dismissal or rearrangement of employees are not covered by this provision.

(b) Each intended change which may result in the dismissal, displacement or rearrangement of the employee forces of a carrier or carriers signatory hereto other than as provided by collective bargaining agreements shall provide for the selection of forces

from the employees involved on bases accepted as appropriate for application in the particular case, and any assignment of employees made necessary by the action shall be made on the basis of an agreement between the RTA or the carrier or carriers and the representatives of the employees affected. Said agreement shall be restricted to provisions involving the selection and assignment of forces and any modifications of substantive protections provided herein shall be in accordance with the provisions of Section 20 hereof. Any such agreements shall recognize the rights of employees to follow their work, but not in contravention of collective bargaining agreements. In the event of failure to agree within thirty (30) days from commencement of negotiations, the dispute may be submitted to arbitration by either party in the manner set forth in and in accordance with the provisions of Section 11 hereof.

#### Section 4. Displacement Protection

(a) The provisions of this subsection (a) shall apply to Non-operating employees.

(1) No employee of a carrier affected by an action of the Authority who is continued in the active service of the carrier shall, for the protective period, be placed in a worse position with respect to his compensation and rules governing his working conditions than existed immediately prior to the date on which he was first affected so long as he is unable in the normal exercise of his seniority rights under existing agreements, rules and practices to obtain a position producing compensation equal to or exceeding the compensation of the position held by him immediately prior to the date on which he is first affected, and which do not require a change of residence as defined in Section 10, provided, that notice concerning positions producing equal or better compensation is posted on bulletin boards convenient to the interested employees.

(2) Whenever an employee is placed in a worse position with respect to his compensation as a result of an action of the Authority, he shall be considered a displaced employee and shall be paid a monthly allowance, hereby designated a "displacement allowance", to be determined in accordance with paragraph (3) of this Section 4(a). Said displacement allowance shall be paid during the protective period which shall commence on the date on which the employee is first displaced so long as the employee is unable in the normal exercise of his seniority rights to obtain a position producing compensation equal to or exceeding the compensation of the position from which he was displaced and which do not require a change of residence as defined in Section 10, provided, that notice concerning positions producing equal or better compensation is posted on bulletin boards convenient to the interested employees.



(3) The displacement allowance shall be a monthly allowance determined by computing the total compensation received by the employee, including vacation allowances, pay for time lost on account of on-the-job injury, and monthly compensation guarantees, and his total time paid for during the last twelve (12) months in which he performed compensated service more than fifty per centum in each such month based upon his normal work schedule, immediately preceding the date of his displacement as a result of the action, and by dividing separately the total compensation and the total time paid for by twelve, or by the number of months in which he performed such compensated service if he had less than twelve months of such compensated service prior to his displacement, thereby producing the average monthly compensation and the average monthly time paid for. Such allowances shall be adjusted to reflect subsequent general wage adjustments (including cost of living adjustments). Such wage adjustments effective during the test period will be retroactive to the beginning of the test period for the purpose of computing the monthly allowance. Total time paid for shall include an equivalent in hours of time paid for all compensation included in computing total compensation, including but not limited to vacation allowance, time lost on account of on-the-job injury, and monthly compensation guarantees.

(4) If the displaced employee's compensation in his current position is less in any month than the aforesaid average compensation (adjusted to reflect subsequent general wage adjustments, including cost of living adjustments) he shall be paid the difference, less compensation for any time lost on account of voluntary absences or absences from service on account of injury, sickness, disability or discipline for cause to the extent that he is not available for service equivalent to his average monthly time paid for, but he shall be compensated in addition thereto at a rate of the current position for any time worked in excess of the average monthly time paid for. It is not intended that the provisions of this Section 4 shall affect in any way the retirement on pension or annuity rights and privileges of any employee. (See Attachment "B")

(5) If a displaced employee fails to exercise his seniority rights to secure another position available to him which does not require a change in his place of residence as defined in Section 10 hereof to which he is entitled under the working agreement and which carries a rate of pay and compensation exceeding those of the position which he elects to retain, he shall thereafter be treated for the purposes of this Section as occupying the position he elects to decline.

(6) If an employee who is entitled to a monthly displacement allowance served as an agent or a representative of a class or craft of employees on either a full or part-time basis in the 12 months immediately preceding his being adversely affected, his monthly displacement allowance shall be computed by taking the average of the average monthly compensation and average monthly time paid for of the protected employees immediately above and below him on the same seniority roster or his own monthly displacement allowance, whichever is greater.

(b) The provisions of this subsection (b) shall apply to operating employees (train and engine service):

(1) No employee of a Carrier affected by an action of the Authority shall, for the protective period, be placed in a worse position with respect to compensation, rules governing working conditions, fringe benefits or rights and privileges pertaining thereto. In the event an employee is affected by an action of the Authority, he shall be afforded the protective provisions of this agreement provided that the employee exercises his seniority so as to earn the equivalent of his displacement allowance within his average monthly test period hours.

To accomplish the above, the Carrier shall be responsible to post job identifications on all bulletin boards convenient to the interested employees. Such listings will be made in order of earnings potential and will be used to determine whether the employee has exercised his seniority so as to earn the equivalent of his monthly protection allowance.

(2) An employee found in a worse position with respect to his compensation as a result of an action of the Authority shall be considered a displaced employee. Displaced employees will be paid a monthly allowance, hereby designated a "displacement allowance," to be determined in accordance with Paragraph (3) of this Section 4(b).

(3) The displacement allowance shall be a monthly allowance determined by computing the total compensation received by the employee, including vacation allowances, pay for time lost on account of on the job injury, and monthly compensation guarantees, and his total time paid for during the last twelve (12) months in which he performed compensated service more than fifty per centum in each such month, based upon his normal work schedule, immediately preceding the date of his displacement as a result of the action, and by dividing separately the total compensation and the total time paid for by twelve, or by the number of months in which he performed such compensated service if he had less than twelve months of such compensated service prior to his

displacement, thereby producing the average monthly compensation and the average monthly time paid for. Such allowances shall be adjusted to reflect subsequent general wage adjustments (including cost of living adjustments). Such wage adjustments effective during the test period will be retroactive to the beginning of the test period for the purpose of computing the monthly allowance. Total time paid for shall include an equivalent in hours of time paid for all compensation included in computing total compensation, including but not limited to vacation allowance, time lost on account of on the job injury, and monthly compensation guarantees.

(4) If the displaced employee's compensation in his current position is less in any month than the aforesaid average compensation (adjusted to reflect subsequent general wage adjustments including cost of living adjustments), he shall be paid the difference, less compensation lost on account of a failure to exercise seniority to available service producing greater compensation and less compensation for any time lost on account of voluntary absences or absences from service on account of injury, sickness, disability or discipline for cause to the extent that he is not available for service equivalent to his average monthly time paid for, but he shall be compensated in addition thereto at a rate of the current position for any time worked in excess of the average monthly time paid for. It is not intended that the provisions of this Section 4 shall affect in any way the retirement on pension or annuity rights and privileges of any employee.

(5) In the application of the protective provisions hereof, it is recognized that a displaced employee who fails to exercise his seniority so as to earn the equivalent of his displacement allowance within his monthly average hours that does not require a change in his place of residence as defined in Section 10 hereof, stands to have such loss of earnings used to offset his displacement allowance; provided that (A) the earnings of junior employees occupying such higher pay jobs shall be accounted against senior employees on a one for one basis, and (B) an employee who held (force-assigned or through the exercise of seniority) passenger service exclusively (regardless of whether he performed work in other classes of service in an emergency or as a result of making himself available on a supplementary extra list, but such earnings from the supplementary extra list shall not be included in test period earnings and such supplemental extra list work will not be used as an offset) during the test period and who chooses to remain in passenger service while junior employees occupy higher pay jobs will not have the earnings of junior employees in classes of service other than passenger service accounted against him if he is able to hold a

regular or extra assignment in passenger service, but the earnings of a junior employee occupying a higher pay job in passenger service at any point in the suburban territory on his seniority district, regardless of distance from his residence or point of employment may be accounted against him. (See Attachments "B" and "C")

(6) If an employee who is entitled to a monthly displacement allowance served as agent or a representative of a class or craft of employees on either a full or part-time basis in the 12 months immediately preceding his being adversely affected, his monthly displacement allowance shall be computed by taking the average of the average monthly compensation and average monthly time paid for of the protected employees immediately above and below him on the same seniority roster or his own monthly displacement allowance, whichever is greater.

(c) The total compensation and total time paid for of employees whose availability for service may be restricted as the result of Public Law 94-348 or other changes in the Hours of Service Law (45 U.S.C. Sec. 61) or similar state laws limiting hours on duty becoming effective during or after their twelve-month "test period" shall be adjusted to reflect the reduction on an annual basis, if any, which would have occurred during the specific twelve month period had such law been in effect throughout such period and would have been applied to the particular employee involved so as to restrict that employee's compensation and hours worked.

#### Section 5. Dismissal Protection

(a) Should any employee be deprived of employment as a result of an action of the Authority, he shall be considered for the purpose of this Agreement a "dismissed employee" and shall be accorded a monthly dismissal allowance. This dismissal allowance shall be first paid each dismissed employee commencing not later than the thirtieth day following the day on which he is "dismissed" and continue payable monthly for the protective period. The monthly dismissal allowance shall be computed as provided in Section 4.

(b) An employee shall be regarded as deprived of employment and entitled to a dismissal allowance when the position he holds is abolished as a result of the action of the Authority and he is unable to obtain by the exercise of his seniority rights another position, including one with RTA pursuant to an agreement reached under Section 3 hereof; or when the position he holds is not abolished but he loses that position as a result of seniority

rights by an employee whose position is abolished as a result of said action; or, as a result of exercise of seniority rights by other employees brought about as a result of action of the Authority, and if he is unable by the exercise of his seniority rights to secure another position. (Exercise of seniority rights in accordance with Section 3(b) can be required only after the provisions of Section 3 hereof have been complied with.)

(c) Each employee receiving a dismissal allowance shall keep the employing carrier signatory hereto informed as to his current address and the current name and address of any other person by whom he may be regularly employed.

(d) The dismissal allowance shall be paid to the regularly assigned incumbent of the position abolished. If the position of the employee is abolished when he is absent from service, he will be entitled to the dismissal allowance when he is available for service. The employee temporarily filling said position at the time it was abolished will be given a dismissal allowance on the basis of that position until the regular employee is available for service and thereafter shall revert to his previous status and will be given the protections of this Agreement in said position, if any are due him.

(e) An employee receiving a dismissal allowance shall be subject to call to return to service after being notified in accordance with the terms of the working agreement and such employee may be required to return to service of his carrier employer, for other reasonably comparable employment for which he is physically and mentally qualified and which does not require a change in his place of residence as defined in Section 10 hereof if his return does not infringe upon the employment rights of other employees under a working agreement. An employee who accepts other reasonably comparable employment will not thereby lose his seniority rights under the working agreement applicable to the position he occupied at the time he was deprived of employment.

(f) When an employee who is receiving a dismissal allowance returns to service, said allowance shall cease while he is so re-employed and the period of time during which he is so re-employed shall be deducted from the total period for which he is entitled to receive a dismissal allowance. During the time of such re-employment, he shall be entitled to all other applicable provisions of this Agreement, including displacement allowances to which he may be entitled under Section 4 of this Agreement.



(g) The dismissal allowance of any employee who is otherwise employed shall be reduced to the extent that his combined monthly earnings in such other employment (provided such employment was not held for more than five months of his test period), any benefits received under any unemployment insurance law, and his dismissal allowance exceed the amount upon which his dismissal allowance is based. Such employee, or his representative, and the carrier shall agree upon a procedure by which the carrier shall be currently informed of the wages earned by such employee in employment other than with his carrier employer, and the benefits received, including any necessary releases to authorize the Railroad Retirement Board and Social Security Administration to furnish the carrier a statement of earnings.

(h) The dismissal allowance shall cease prior to its normal expiration date, as described in paragraph (a) above, in the event of the failure of the employee without good cause to return to service in accordance with the working agreement by the exercise of his seniority rights to secure an available position, or for other reasonably comparable employment under paragraph (e), or in the event of his resignation, death, retirement on pension, or dismissal for cause, in accordance with existing rules and agreements.

(i) A dismissed employee entitled to protection under this agreement may, at his option within 30 days of his dismissal or within 60 days of the date of an arbitration award establishing that he is a dismissed employee, resign and (in lieu of all other benefits and protections provided in this Agreement) accept a lump sum payment computed in accordance with Section 9 of the Washington Job Protection Agreement of May, 1936. If any dismissal allowance is paid as a result of the same action of the Authority prior to exercising this option, it will be deducted from the lump sum payment.

#### Section 6. Seasonal Employees

A seasonal employee's displacement or dismissal allowance shall only apply during each year in the protective period for the same number of full months in which he worked in the twelve full months preceding the action of the Authority; provided, an employee's earnings during other months shall not affect the amount of the allowance due to the employee.

#### Section 7. Determination Of Length Of Service

The length of service of an employee for purposes of this Agreement shall be determined from the date he last acquired an employment status with the carrier signatory hereto on which he

was employed at the beginning of the protective period, and he shall be given credit for one month's service for each month in which he performed any service (in any capacity whatsoever) and twelve (12) such months shall be credited as one year's service. The employment status of an employee shall not be interrupted by furlough in instances where the employee has the right under an applicable bargaining agreement to return to service when called and does so. In determining length of service of an employee acting as an officer or other official representative of an employee organization, he will be given credit for performing service while so engaged on leave of absence from the service of the carrier.

Section 8. Preservation Of Rights And Benefits

(a) The rates of pay, rules, working conditions and all collective bargaining and other rights, privileges and benefits (such as those noted in Section 1 hereof) of carriers' employees under applicable laws and/or existing collective bargaining agreements or otherwise shall be preserved unless changed by future collective bargaining agreement or applicable statutes.

(b) No employee affected by an action of the Authority shall be deprived during his protective period of any rights, privileges or benefits attached to his previous employment, including but not limited to pass rights and privileges and those rights and privileges enumerated in paragraph (a) of this Section, as well as any other benefits to which he may be entitled under the same conditions and so long as such rights, privileges and benefits continue to be accorded to other employees of his carrier employer, in active service or laid off, as the case may be, to the extent that such benefits can be so maintained under present authority of law or corporate action, or through future authorization which may be obtained.

(c) The collective bargaining rights of employees covered by this Agreement, including the right to maintain union security and check-off arrangements, as provided by applicable laws and/or existing collective bargaining agreements, or otherwise, shall be preserved and continued.

(d) An employee receiving a dismissal allowance and who returns to active service will be credited with the period during which he received a dismissal allowance as compensated service for vacation purposes including the length of vacation due.

(e) Nothing in this Agreement shall be construed to relieve the employers of the employees covered hereby of any obligations which they have under existing collective bargaining agreements, including but not limited to obligations arising from the benefits referred to in this Section. If, at any time, applicable law or contracts permit or grant to parties covered by this Agreement the right to utilize any economic measures, nothing in this Agreement shall be deemed to foreclose the exercise of such right.

Agreements dealing with subcontracting, scope rules and classification of work rules in effect at the time of an action of the Authority will apply to work which is being financed by funds provided by the Authority and will continue in effect during the action of the Authority involved unless and until changed by agreement between the Carrier and the Labor Organization.

Insofar as public bidding is concerned, the carriers agree with the statements in the letter of the Chief Operating Officer of the RTA dated May 12, 1977 (Attachment "D"). Furthermore, the carriers agree that they will not submit to public bidding any work which is financed by funds provided by the Authority except as may be expressly or by reasonable necessary implication permitted by scope rules, classification of work rules and agreements regulating subcontracting.

Should there be any dispute concerning subcontracting of work, it will be disposed of on the basis of existing collective bargaining agreements between the parties.

#### Section 9. Moving Expenses

(a) Any employee affected by an action of the Authority who is retained in service or who is later restored to service after being entitled to receive a dismissal allowance, and who changes the point of his employment as defined in Section 10 hereof in order to retain or secure active employment with his carrier employer, thereby requiring him to move his place of residence, shall be reimbursed by the employing carrier for all expenses of moving his household and other personal effects, for the traveling and living expenses for himself and his immediate family, and for his own actual wage loss during the time necessary for such transfer, and for an additional reasonable time (not to exceed five (5) working days) to be used in securing a place of residence in his new location. The exact extent of the responsibility of the carrier under this Section 9 and the ways and means of transportation shall be agreed upon in advance between the carrier and the employees affected or their representative. Claims under this Section 9 must be submitted to the carrier within ninety (90) days after they are incurred and payment shall be made within thirty (30) days thereafter, unless disputes arise as to such claims.

(b) If any such employee is furloughed within three (3) years after changing his point of employment in accordance with paragraph (a) of this Section, and elects to move his place of residence back to his original point of employment, the carrier shall assume the expense of moving his household and other personal effects under the provisions of paragraph (a) of this Section 9.

#### Section 10. Losses From Change Of Residence

(a) The following conditions shall apply to the extent they are applicable in each instance to any employee who is retained in the service of his carrier employer (or who is later restored to service after being entitled to receive a dismissal allowance) and who is required to change the point of his employment, to a different point which is located either (A) outside a radius of 30 miles of the employee's former work location and farther from his residence than was his former work location or (B) is located more than 30 normal highway route miles from his residence and also farther from his residence than was his former work location:

(1) If the employee owns his own home in the locality from which he is required to move, he shall at his option be reimbursed by the carrier for any loss suffered in the sale of his home for less than its fair market value, such loss to be paid within thirty (30) days of the sale of the home. In each case the fair market value of the home in question shall be determined as of a date sufficiently prior to the date of the action so as to be unaffected thereby. The carrier shall in each instance be afforded an opportunity to purchase the home at such fair market value before it is sold by the employee to any other person. It is the intent of this Section that the fair market value so determined and to be received by the employee is not to be reduced by any expenses incident to the closing of the transaction of sale of home such as a real estate commission paid to a licensed realtor (not to exceed \$3,000 or 6 per centum of sale price, whichever is less), loan discount, loan closing costs, preparation of abstract, or deed of sale, and the employee will be made whole for any such expense involved.

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

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

(b) Changes in place of residence which are made subsequent to the initial changes and which are not caused by the action of the Authority and which grow out of the normal exercise of seniority rights, shall not be considered to be within the purview of this Section, or of Section 9.

(c) No claim for loss shall be paid under the provisions of this Section unless such claim is presented to the carrier within one (1) year after the date the employee is required to move.

(d) Should a controversy arise in respect to the value of the home, the loss sustained in its sale, the loss under a contract for purchase, loss and cost in securing termination of a lease, or any other question in connection with these matters, it shall be decided through joint conference between the employee, or his representative, and the carrier. In the event they are unable to agree, the dispute or controversy may be referred by either party to a board of competent real estate appraisers, selected in the following manner: One to be selected by the employee or his representative and one by the carrier and these two, if unable to agree within thirty (30) days upon a valuation, shall endeavor by agreement within ten (10) days thereafter to select a third appraiser or to agree to a method by which a third appraiser shall be selected and failing such agreement, either party may request the National Mediation Board to designate within ten (10) days a third appraiser whose designation will be binding upon the parties. A decision of a majority of the appraisers shall be required and said decision shall be final and conclusive. The salary and expense of the third or neutral appraiser, including the expenses of the appraisal board, shall be borne equally by the employee and carrier party incurring them, including the compensation of the appraiser selected by such party.

#### Section 11. Arbitration

In the event any dispute or controversy arises (except as defined in Section 10 hereof) with respect to the protection afforded by this Agreement or with respect to the interpretation or application of the provisions of this Agreement or of the provisions of the agreements required by Section 3 hereof, which cannot be settled within thirty (30) days after the dispute or controversy first arises, it may be referred by either party to the Special Board of Adjustment established in the memorandum of agreement attached hereto as Attachment "A". Any action to enforce or review the decision in any such dispute shall be in accordance with the procedures of Section 3, First of the Railway Labor Act or other applicable law. In the event of any dispute as to whether or not a particular employee was affected by an



action of the Authority, it shall be his obligation to identify the action and specify the pertinent facts of that action relied upon. It shall then be the carrier's burden to prove that factors other than an action of the Authority affected the employee. The claiming employee shall prevail if it is established that the action had an effect upon the employee, even if other factors also may have affected the employee. (Hodgson's Affidavit in Civil Action No. 825-71).

Section 12. Priority Of Employment And Retraining

(a) A dismissed employee shall, if he so requests, be granted priority of employment or re-employment to fill a position comparable to that which he held when dismissed, even though in a different craft or class, for which he is, or by training or retraining can become physically and mentally qualified, not however, in contravention of collective bargaining agreements relating hereto. In the event such training or retraining is requested by such employee, the carrier shall provide for such training or retraining at no cost to the employees. The employee shall be paid while training or retraining the salary or hourly rate of his former job classification or the job classification for which he is training, whichever is higher, and any displacement allowance to which he may be entitled. If such dismissed employee who has made a request fails without good cause within ten (10) calendar days to accept an offer of a position comparable to that which he held when dismissed for which he is qualified, or for which he has satisfactorily completed such training, he shall, effective at the expiration of such ten-day period, waive all rights and benefits under this Agreement until he returns to service. On-the-job training or instructions also shall be given employees retained in service, if the action of the Authority involved the acquisition, installation and/or use of new or upgraded equipment on which employees require additional training.

(b) Electricians whose experience in the electrical field has been limited to work on railroad passenger or freight cars and diesel locomotives shall not be required to accept positions that involve pole or tower climbing or high voltage line work in order to retain their protected status under said agreement, unless they are given adequate training and qualify for such work.

Section 13. Retention Of Seniority

Employees accepting full time official or administrative positions with the RTA shall be granted a leave of absence during period so employed and for ninety (90) calendar days subsequent to leaving the RTA. Provisions in agreements on signatory carriers governing other types of leaves of absence shall apply to such other types of leaves.

Section 14. Action In Anticipation Of Approval

If a carrier signatory hereto shall have re-arranged or adjusted its forces in anticipation of any action of the Authority, with the effect of depriving an employee of benefits to which he would be entitled under this Agreement as an employee affected by an action of the Authority, the provisions of this Agreement shall apply to such employee as of the date when he was so affected.

Section 15. Processing And Payment Of Claims

(a) Employing Carriers will be responsible for the processing of protective claims and for payment of sustained protective claims under this Agreement, notwithstanding any arrangements relating to payment of claims between the Carrier and the Authority.

(b) Claims submitted by or in behalf of an employee affected as a result of an action of the Authority (except claims arising under Section 9 and 10 of this Agreement) must be filed in writing with the designated Carrier officer within sixty (60) days of the date affected or after guarantee figure and claim forms are furnished the employee by the Carrier, whichever is later. They will be handled thereafter in accordance with the individual time limit on claims rules except as changed herein: All intermediate appeals are eliminated and the next appeal step will be the Carrier's highest officer designated to handle claims, the appeal to that officer to be made within sixty (60) days of the initial declination.

Handling of claims by the Carrier's highest officer referred to, and subsequent handling to the Special Board of Adjustment referred to in Section 11, will be in accordance with time limit provisions of individual agreements.

(c) Claims may also be handled, if desired, in accordance with the accelerated procedure under Section 11 of this Agreement, within thirty (30) days after the first officer declines the claim as set forth above, provided the highest designated Carrier officer has been notified of the election to follow such accelerated procedure.

Section 16. Savings Clause

In the event any provision of this Agreement is held to be invalid or otherwise unenforceable under applicable law, the remaining provisions of this Agreement shall not be affected, and such provision shall be renegotiated in accordance with Section 2.16 of the RTA Act.

Section 17. New Employees

Any employee covered by this Agreement who is hired subsequent to the date of this Agreement as a result of an action of the Authority, other than a seasonal employee, and who is later dismissed, displaced or otherwise worsened due to the termination or expiration of agreement(s) and/or grant contract(s) including but not limited to those for demonstration projects and/or experimental services, shall not be deemed eligible for benefits under this Agreement; provided, however, that any employee hired pursuant to this Section for a specific project shall not automatically be furloughed because the specific project ceases due to the termination or expiration of agreement(s), and/or grant contract(s) if any other employee hired for a permanent position pursuant to this Section, has less seniority and is still so employed at the time the specific project ceases; and provided further that the terms of this Section shall not be applicable to said employee:

(1) If the dismissal, displacement or worsening of an employee's position is the result of an intervening action of the Authority occurring prior to the termination or expiration of said agreement(s) and/or grant contract(s) and/or;

(2) If the employee referred to in this Section who was employed as a result of the action of the Authority has been employed by the same carrier for a period of two (2) years.

Section 18. Additional Parties

Any other representative of employees of the carriers signatory hereto and any other carrier as well as the organization representatives of such carrier's employees may become parties to this Agreement by serving written notice of decision to do so upon the parties signatory hereto.

Section 19. Operations By Authority

Nothing in this Agreement is intended to modify or affect the obligation of the Authority to execute employee protective agreements with representatives of employees prior to the Authority becoming an operator of public transportation facilities.

Section 20. Separability; Revisions

THIS AGREEMENT shall be construed as a separate agreement by and on behalf of each of the carriers signatory hereto and each of the organizations signatory hereto representing employees of signatory carriers.

THIS AGREEMENT shall be subject to revision by agreement of the parties hereto at any time following service of a sixty (60) day notice by any party upon all other parties.

SIGNED AT CHICAGO, ILLINOIS, THIS 3<sup>rd</sup> DAY OF June, 1977.

FOR THE CARRIERS:

FOR THE EMPLOYEES:

T. C. De Butts  
Vice President-Labor Relations  
BURLINGTON NORTHERN INC.

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES:

O. M. Berge  
O. M. Berge

V. W. Morrett  
Assistant Vice President-  
Labor Relations  
CHICAGO, MILWAUKEE, ST. PAUL AND  
PACIFIC RAILROAD CO.

SHEET METAL WORKERS INTERNA-  
TIONAL ASSOCIATION:

M. J. Cullen  
M. J. Cullen

R. W. Schmiege  
Assistant Vice President-  
Labor Relations  
CHICAGO AND NORTH WESTERN  
TRANSPORTATION COMPANY

INTERNATIONAL ASSOCIATION OF  
MACHINISTS AND AEROSPACE WORKERS:

John W. Peterpaul  
John W. Peterpaul

AMERICAN RAILWAY  
SUPERVISORS ASSOCIATION:

Frank Ferlin, Jr.  
Frank Ferlin, Jr.

AMERICAN TRAIN  
DISPATCHERS ASSOCIATION:

B. C. Hilbert  
B. C. Hilbert

*C. Burch*

Assistant to Vice President-  
Personnel  
ILLINOIS CENTRAL GULF RAILROAD CO.

BROTHERHOOD OF LOCOMOTIVE  
ENGINEERS:

*R. E. Delaney*  
R. E. Delaney

UNITED TRANSPORTATION UNION:

*H. G. Kenyon*  
H. G. Kenyon

President  
CHICAGO, SOUTH SHORE AND SOUTH  
BEND RAILROAD COMPANY

RAILWAY EMPLOYEES' DEPARTMENT

*James E. Yost*  
James E. Yost

CHICAGO, ROCK ISLAND & PACIFIC  
RAILROAD CO.

RAILROAD YARDMASTERS OF AMERICA:

*A. T. Otto, Jr.*  
A. T. Otto

REGIONAL TRANSPORTATION  
AUTHORITY

BROTHERHOOD OF RAILROAD SIGNAL-  
MEN:

*W. W. Altus, Jr.*  
W. W. Altus, Jr.

BROTHERHOOD OF RAILWAY AND  
AIRLINE CLERKS:

*Fred Kroll*  
Fred Kroll *RSK*



MEMORANDUM AGREEMENT BETWEEN THE REGIONAL TRANSPORTATION  
AUTHORITY, CHICAGO TRANSIT AUTHORITY, CHICAGO COMMUTER RAILROADS,  
MOTOR BUS CARRIERS AND REPRESENTATIVES OF THEIR EMPLOYEES  
COVERING DISPOSITION OF DISPUTES CONCERNING PROTECTION OF EMPLOYEES  
AFFECTED BY ACTIONS OF REGIONAL TRANSPORTATION AUTHORITY

\* \* \* \* \*

IT IS HEREBY AGREED:

(a) In conjunction with the "Agreement Between the Regional Transportation Authority, Chicago Transit Authority, Chicago Commuter Railroads, Motor Bus Carriers and Representatives of Their Employees Concerning Protection of Employees Affected By Actions Of The Regional Transportation Authority," dated JUNE 3, 1977, there shall be established a Special Board of Adjustment (hereinafter referred to as "The Board"). This Board is designed to minimize grievances in the application and administration of the protective agreement between the parties hereto dated JUNE, 1977 and subsequent implementing agreements entered into in accordance with Section 3 of said agreement, and shall have jurisdiction of and shall hear and decide any dispute with respect to the provisions of the agreement (except those arising under Section 10 thereof) which cannot be settled by the Carrier and the employee or his authorized representatives within 30 days after the dispute or controversy first arises.

(b) The Board shall consist of one member. The carriers, the RTA and the organizations signatory hereto shall select the member of the Board, who shall serve as chairman, within thirty (30) days after the date of this agreement. Should the parties be unable to agree upon the appointment of the Board member within thirty (30) days after the date of this agreement, either the carriers and the RTA (jointly), or the organizations (jointly) may request the National Mediation Board to furnish a list of seven (7) persons who have had expertise in deciding disputes arising out of this type of agreement. The parties shall, within five (5) days after receipt of such list, determine by lot the order of elimination and thereafter each (i.e., the carriers and the RTA jointly, and the organizations jointly) shall in the order determined by lot alternately eliminate one name until only one name remains. The remaining person on the list shall be the Board member.

(c) The term of appointment of the Board member shall be for a period of three years following the date of this agreement. He or she will be eligible to serve subsequent terms of two years each in the event the parties to the Agreement so agree. Otherwise, a successor shall be selected for succeeding two-year terms as prescribed in paragraph (d) of this agreement. The succeeding Board member shall serve for a two-year period unless the parties agree to additional terms.

(d) In the event of termination of the appointment of the Board member, for any reason, the parties shall meet within thirty (30) days of the commencement of the vacancy and mutually agree upon a successor. Should the parties be unable to agree upon a successor of the Board member within forty-five (45) days of the vacancy, the procedure set forth in paragraph (b) shall be followed. Subsequent successors as members of the Board shall be agreed upon or selected as prescribed herein above.

(e) The compensation and expenses of the Board member shall be paid in accordance with existing law. In the absence of any applicable law the salary and expenses of the Board member shall be borne equally by the parties to the proceeding, and all other expenses shall be paid by the party incurring them.

(f) Any dispute referred to in paragraph (a) hereof and not settled on the property, may be referred by the Carrier or by an employee or his authorized representatives to the Board for decision. It is understood that proceedings before this Board shall be considered as instituted when either party gives notice to the other of its invocation of the services of this Board in the particular dispute or disputes to be decided.

(g) When any party gives notice to another of its invocation of the services of this Board, the Board and the parties shall meet and begin hearings on the particular dispute or disputes to be decided within thirty (30) days of the giving of said notice. The Board shall meet and hold its hearings at such points as may be determined by the parties. In the case of failure or refusal of any party to act, the Board shall be competent to meet with the other party or parties and to render an award.

(h) The Board, with the parties, shall establish the rules of procedure for itself, except as otherwise provided herein. The Board upon unanimous approval of the parties, shall have the authority to employ secretarial and other assistance and incur such other expenses as it deems necessary for the proper conduct of its business.

(i) The Board shall hold hearings on each dispute submitted to it. Due notice of such hearings shall be given to the parties involved. At such hearings, the parties to the dispute (and the organization, in disputes to which it is not a party) may be heard in person, by counsel, or by other representatives as they may select. The parties may present at the hearings either orally or in writing, statements of fact, supporting evidence and data and argument of their position with respect to each case being considered by the Board. The Board shall have authority to require the production of such additional evidence, either oral or written, as it may desire from either party. A written transcript of hearings held by this Board shall not be made. In the event of any dispute as to whether or not a particular employee was affected by an action of the Authority, it shall be his obligation to identify the action and specify the pertinent facts of that action relied upon. It shall then be

the carrier's burden to prove that factors other than an action of the Authority affected the employee. The claiming employee shall prevail if it is established that the action had an adverse effect upon the employee, even if other factors may also have affected the employee. (Hodgson's Affidavit in Civil Action No. 825-71)

(j) The Board shall make findings and render an award within thirty (30) days after the close of hearing of each dispute with the exception of disputes that may be withdrawn. No dispute may be withdrawn after hearing thereon has begun except by mutual consent of the parties. Findings and award shall be in writing and copy shall be furnished all parties. Such awards shall be final and binding upon all parties to the dispute, and if in favor of the petitioner, shall direct the other party to comply therewith on or before the day named. In case a dispute arises involving an interpretation of an award, the Board, upon request of either party, shall interpret the award in the light of the dispute.

(k) The time limits provided in this agreement may be extended by mutual agreement.

SIGNED AT CHICAGO, ILLINOIS, THIS 3rd DAY OF JUNE, 1977.

Attachment "B"

Example:

As of January 1, 1977, Employee A has -  
Monthly Allowance - \$800.00  
Average Monthly Time Paid For - 200 hrs  
Average Hourly Rate - \$4.00

Effective July 1, 1977, a general wage increase  
of 3% results in the following -  
Monthly Allowance - \$824.00  
Average Monthly Time Paid For - 200 hrs.  
Average Hourly Rate - \$4.12

Employee A's monthly allowance would be computed  
as follows:

	Compensation (Current Month)	Time Paid For (Current Month)	Time Lost-Absences Sickness, etc.	Adj. for Payment Time lost	Guar- antee
February	\$750	200 hrs.	None	None	\$50
March	\$750	190 hrs.	8 hrs.	\$32	\$18
April	\$750	190 hrs.	24 hrs.	\$40 (10x\$4)	\$10
May					
May 1-25	\$750	200 hrs.	None	None	\$50
May 26-31	\$180	(Not counted towards guarantee)			
June					
June 1-25	\$850	200 hrs.	None	None	None
June 26-30	\$160	(Not counted towards guarantee)			
July	\$400	100 hrs.	None	None	\$424

**Example A:** Engineer X, starting out of Kenosha in suburban service, and having a monthly displacement allowance of \$1500. per month, earned exclusively in passenger service during the test period, is displaced as the result of an action of the Authority, and thereafter the highest-paying job he can hold in suburban service pays only \$1400. per month. However, there is a yard assignment at Kenosha earning \$1600. per month. Will he be entitled to a displacement allowance of \$100. per month if he chooses to remain in suburban service?  
Answer: Yes

**Example B:** Same facts as Example A except that Engineer X can hold a suburban assignment in his seniority district starting in Chicago or Crystal Lake paying \$1600. per month, but the highest pay job he can hold in suburban service starting at Kenosha or Waukegan pays only \$1400. per month. Will he be entitled to a displacement allowance if he chooses to remain on an assignment starting at Kenosha or Waukegan?

Answer: No

**Example C:** Conductor Y, starting out of Aurora in suburban service, and having a monthly displacement allowance of \$1500. per month, earned exclusively in passenger service during the test period, is displaced as the result of an action of the Authority, and thereafter the highest-paying job he can hold in suburban service pays only \$1400. per month. However, there is a road freight assignment at Aurora earning \$1600. per month. Will he be entitled to a displacement allowance of \$100. per month if he chooses to remain in suburban service?  
Answer: Yes

**Example D:** Same as Example C, except that Conductor Y can hold a suburban assignment on his seniority district starting in Chicago paying \$1600 per month, but the highest pay job he can hold in suburban service starting at Aurora pays only \$1400. per month. Will he be entitled to a displacement allowance if he chooses to remain on an assignment starting at Aurora?  
Answer: No



**Example E:**

Collector Z, starting out of Fox Lake in suburban service, and having a monthly displacement allowance of \$1500. per month, earned exclusively in passenger service during the test period, is displaced as the result of an action of the Authority, and thereafter the highest-paying job he can hold in suburban service on his seniority district pays only \$1400. per month. However, there is a yard assignment at Fox Lake earning \$1600. per month, and a suburban assignment starting at Elgin (on another seniority district) earning \$1700. per month. Will he be entitled to a displacement allowance of \$100. per month if he chooses to remain in suburban service at Fox Lake?  
Answer: Yes

**Example F:**

Same as Example E, except that Collector Z can hold a suburban assignment on his seniority district starting in Chicago or Walworth paying \$1600. per month, but the highest pay job he can hold in suburban service starting at Fox Lake pays only \$1400. per month. Will he be entitled to a displacement allowance if he chooses to remain on an assignment starting at Fox Lake?  
Answer: No



# Regional Transportation Authority

300 N. State Street, Chicago, Illinois 60610  
312-836-4000

MAY 16 1977

May 12, 1977

Mr. William G. Mahoney  
Highsaw, Mahoney & Friedman  
1050 17th Street, N.W., Suite 210  
Washington, D.C. 20036

Re: Agreement Concerning Protection of Employees Affected by Actions  
of the Regional Transportation Authority Pursuant to Sections 2.15  
and 2.16 of the Regional Transportation Authority Act

Dear Mr. Mahoney:

A point of possible misunderstanding has been raised by various of your clients regarding the application of the terms of above-referenced labor protection agreement. The misunderstanding may have been generated by the wording in a grant application or applications that the RTA presently has pending.

As you are aware Section 4.06 of the RTA Act (attached) requires the adoption of regulations regarding public bidding on certain items involving a cost of over \$5,000.00. There are a number of exceptions provided for in this section of the statute. Moreover, such requirements requiring public bidding do "not apply to purchase of service agreements or other contracts, purchases or sales entered into by the Authority with any transportation agency or unit of local government." The RTA regulations adopt the language of the statute in haec verba. The UMTA regulations effective March 11, 1974 (attached) contemplate and can accommodate these provisions of the RTA Act by virtue of the section providing for "force account" work (see page IIIC-4 attached).

Thus, the RTA Act, the regulations enacted thereunder and the UMTA regulations would not appear to require that competitive bidding is mandated in those situations involving purchase of service agreements or other contracts with transportation agencies or units of local government. It also appears that in situations which do not involve transportation agencies, units of local government or which do not fall within the other specified exceptions in the RTA Act, public bidding probably is required under state and federal law.

ATTACHMENT "D"

May 12, 1977  
Page 2 of Two  
Mr. William G. Mahoney

It is the intention of the RTA to honor its obligations to federal and state law, to honor and to cause to be honored commitments made in the above-referenced agreement including those contained in Section 8(e), and to deal in good faith. We hope this letter will put the present misunderstanding to rest and allow for the expeditious execution of the above-referenced agreement.

Very truly yours,



Leo J. Cusick  
Chief Operating Officer

JP

(encl)

SUPPLEMENTAL AGREEMENT

This supplemental agreement is entered into between the parties signatory to the agreement of ~~January~~ JUNE 3, 1977 concerning protection of employes affected by actions of the Regional Transportation Authority, pursuant to Sections 2.15 and 2.16 of the Illinois RTA Act (Ill. Rev. Stat. Ch. 11-2/3, Sections 702.15 and 702.16).

Unless and until the Authority signs the agreement of ~~January~~ JUNE 3, 1977 it is agreed that the following provisions will be substituted for or added to the existing provisions of that agreement:

1. In lieu of the first sentence of Section 1, the following sentence is substituted:

"The purpose and scope of this agreement is to provide a fair and equitable arrangement for the protection of the interests of all employees of the carriers signatory hereto, represented by the labor organizations signatory hereto, who may be affected in their employment as a result of a grant contract, the execution of a purchase of service agreement, or any other action of the Regional Transportation Authority (RTA) as defined in Section 2.16(c) of the Regional Transportation Authority Act (Ill. Rev. Stat. Ch. 11 2/3, Section 702.16(c) (RTA Act)), except operation of public transportation facilities by the Authority."

2. At the beginning of Section 2(a)(1), in lieu of the words "'Action of the Authority' means the acquisition and operation of public transportation facilities," the following words are substituted:

"'Action of the Authority' means the acquisition but not the operation of public transportation facilities."

When the Authority signs the Agreement of ~~January~~ JUNE 3, 1977 it is agreed that the following changes will be effective:

3. In the first line of Section 15(a), the words "Employing Carriers" will be changed to:

"Employing Carriers and the Authority"

4. Section 19 of the Agreement will be cancelled; Section 20 of the Agreement will be redesignated as Section 19; and the reference in Section 3(b) to Section 20 will be changed to Section 19.

SIGNED AT CHICAGO, ILLINOIS, THIS 3<sup>rd</sup> DAY OF June 1977. ~~JANUARY~~

FOR THE CARRIERS:

T. C. De Butts  
Vice President-Labor Relations  
BURLINGTON NORTHERN INC.

V. W. Merritt  
Assistant Vice President-  
Labor Relations  
CHICAGO, MILWAUKEE, ST. PAUL AND  
PACIFIC RAILROAD CO.

R. W. Schmiege  
Assistant Vice President-  
Labor Relations  
CHICAGO AND NORTH WESTERN  
TRANSPORTATION COMPANY

C. B. Burch  
Assistant to Vice President-  
Personnel  
ILLINOIS CENTRAL GULF RAILROAD CO.

FOR THE EMPLOYEES:

BROTHERHOOD OF MAINTENANCE OF  
WAY EMPLOYEES:

O. M. Berge  
O. M. Berge

SHEET METAL WORKERS INTERNA-  
TIONAL ASSOCIATION:

M. J. Cullen  
M. J. Cullen

INTERNATIONAL ASSOCIATION OF  
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R. E. Delaney  
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UNITED TRANSPORTATION UNION:

H. G. Kenyon  
H. G. Kenyon

\_\_\_\_\_  
President  
CHICAGO, SOUTH SHORE AND SOUTH  
BEND RAILROAD COMPANY

RAILWAY EMPLOYES' DEPARTMENT

James E. Yost  
James E. Yost 7/9/8

\_\_\_\_\_  
CHICAGO, ROCK ISLAND & PACIFIC  
RAILROAD CO.

RAILROAD YARDMASTERS OF AMERICA:

A. T. Otto, Jr.  
A. T. Otto

\_\_\_\_\_  
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Fred Kroll *RSK*

AMERICAN RAILWAY  
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AMERICAN TRAIN DISPATCHERS  
ASSOCIATION:

B. C. Hilbert  
B. C. Hilbert