# Agreement between

#### Wisconsin Central Ltd.



### and its Employees

### Represented by

## **Brotherhood of Locomotive Engineers and Trainmen**



The parties to this Agreement desire to modify the arrangements for calling Guaranteed Extra Board Engineers and Engineers marked off in Union status in an effort to achieve greater reliability of rest day scheduling and performing Union business.

The following procedures will apply in respect of GEB Engineers and BLET Union Officers on the day immediately prior to their scheduled rest day or approved Union business day.

- 1. Except as provided below, a GEB Engineer or Union Officer (with approved Union business day) may decline a call for an assignment commencing between 0001 hours and 1959 hours on the day prior to his scheduled rest day if that assignment will result in the Engineer tying up away from his home terminal ie; an away from home assignment.
- 2. An Engineer desiring to exercise this option shall inform Crew Management by telephone prior to 0600 hours on the day before his scheduled rest day or Union approved business day.
- 3. An Engineer who declines a call in this manner will remain first out and will stand for any other assignment with a start time prior to 1959 hours that day. This does not constitute a runaround.
- 4. In the event that there is no rested straight time Engineer available for an away from home terminal assignment, the Engineer will not be permitted to decline the call for the away assignment.
- 5. In the event that an Engineer who is permitted to decline a call for an away from home terminal assignment does not work on that day, he will forfeit pay, including Extra Board guarantee prorated by 1/10<sup>th</sup> for that day.
- 6. An Engineer who stays local under these arrangements shall not be permitted to mark up to the Supplemental Board on his rest day.

This procedure in being introduced as a trial effective July 1, 2010 and may be canceled by either party with ten days written notice. The cancellation of the trial may be applied to specific terminals or the entire territory. No penalties or costs will be applied to the Company as a result of this trial. If a dispute arises regarding the interpretation or application of this agreement, said dispute will not be the basis for time claims, but may be referred to the Labor / Management Committee for disposition.

The parties agree that this Agreement may be cancelled by either party with a ten (10) day written notice.

Signed this 1<sup>st</sup>. day of July 2010, at Kaukauna, Wisconsin

FOR BROTHERHOOD OF LOCOMOTIVE ENGINEERS AND TRAINMEN:

FOR WISCONSIN CENTRAL LTD.

J. W. Reynolds

General Chairman, WC Division 209

Jela KgE

D. J. Mandalas

Manager Labor Relations