

National Mediation Board Case A-13676

**AN AGREEMENT  
BETWEEN**

**WISCONSIN CENTRAL LTD.**



**AND**

**ITS EMPLOYEES REPRESENTED BY  
BROTHERHOOD OF LOCOMOTIVE ENGINEERS AND TRAINMEN**



**April 1, 2002 revised: August 4, 2014**

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**IT IS HEREBY AGREED:**

**ARTICLE 1 – PURPOSE**

The parties to this Agreement agree that the fundamental objective of the Company is to operate a safe, efficient and effective railroad transport operation and a key component to the success of this venture is the contribution of Locomotive Engineers (hereinafter referred to as Engineers.)

This Agreement is founded on a principle of paying for Engineers' time on an all-inclusive basis and contemplates that in order for the operation to be successful, individuals will perform all duties requested of them, subject to the provisions contained herein. Nothing in this Agreement is intended to restrict the right of the Company to operate productively.

**ARTICLE 2 – GENERAL PRINCIPLES**

- A. In this Agreement, words importing the singular shall include the plural and vice versa where the context requires. Words importing the masculine gender shall include the feminine where the context requires.
- B. This Agreement is intended to be applied in a non-discriminatory manner without regard to age, race, creed, color, gender, national origin, disability, sexual orientation or marital status.
- C. The parties recognize that this is a new Agreement, which introduces changes in the workplace. In recognition of this, a committee consisting of the Union General Chairman, Vice General Chairman and the Company's General Manager and Director, Labor Relations or their respective designates, will be established. This committee will be known as the Labor/Management Committee, and will meet twice per year to review the application of the Agreement.

**ARTICLE 3 – RECOGNITION**

- A. This Agreement covers all Engineers employed by the Company and represented by the Brotherhood of Locomotive Engineers and Trainmen under the Railway Labor Act, as amended.
- B. The term "Engineer" as herein referred to shall include employees represented by the Brotherhood of Locomotive Engineers and Trainmen, except where otherwise specifically provided herein. The term "Company" shall mean the Wisconsin Central Ltd. The term "Union" or "General Committee" shall mean the Brotherhood of Locomotive Engineers and Trainmen.
- C. The right to make and interpret contracts covering rules, rates of pay and working conditions on behalf of Engineers covered by this Agreement shall be vested in the regularly constituted General Committee of the Brotherhood of Locomotive Engineers and Trainmen.
- D. Where the term "duly accredited representative" appears herein, it shall be understood to mean the regularly constituted General Committee and/or the Officers of the

Brotherhood of Locomotive Engineers and Trainmen of which such General Committee or Officers are a part.

#### **ARTICLE 4 – SCOPE OF AGREEMENT**

- A. The parties recognize that the scope of this Agreement is unlike others in the rail industry and that it must be interpreted accordingly. That being said, the primary role of an Engineer is to perform transportation duties associated with the operation of locomotives.
- B. Engineers will perform all and any duties that fall within this definition, whether the work is part of their normal assignment or not.
- C. The duties defined as Engineers' will not ordinarily be assigned to other persons or groups.
- D. Engineers shall not be required to perform duties outside the aforementioned Scope Rule and shall not be censored nor disciplined for refusing to do so.

No Company official(s), non-craft employee(s) or non-employee(s) shall be used to supplant or substitute in the exclusive work of any Engineer working under this Agreement. However, this Agreement recognizes that crew members work as a unit and that Engineers may occasionally be required to operate switches.

Notwithstanding the above, nothing in this Agreement shall prohibit the Company from assigning work covered by this Agreement to other individuals when the calling procedures outlined in Article 11, Paragraph D, 1, 2, 3 and 4 are exhausted.

- E. The parties recognize that to achieve maximum efficiency of operations and to expedite the movement of trains, Locomotive Engineers may perform incidental work in connection with their assignments and for which they are qualified in the absence or unavailability of another employee who would otherwise perform such work.
- F. Remote control operations can be performed by one or more engineers and/or one engineer and one or more conductors.

Note: The existing RCO operations at Gladstone, Escanaba and the *hump at Kirk Yard* will continue to be operated under the terms in effect prior to this agreement. (Italicized language imported from January 1, 2013 EJ&E Merger Implementing Agreement).

- G. There will be at least one Engineer on every assignment, except traditional Trainmen-only assignments such as, for example, Utility Positions, Switch Tenders, *Flagmen, and the Hostler assignments at Joliet and Kirk yards.* (Italicized language imported from January 1, 2013 EJ&E Merger Implementing Agreement)

#### **ARTICLE 5 – WAGES**

- A. Effective the dates shown in this Article, the rate of pay for Engineers, including those operating remote control locomotives or other technology. This rate will apply to all time on duty unless otherwise specified in the Agreement.

- i) Effective July 1, 2012, the rate of pay for Engineers will be \$39.23 per hour. This rate will apply to all time on duty, unless otherwise specified in the Agreement.
  - ii) Effective January 1, 2013, the rate of pay for Engineers will be \$40.21 per hour. This rate will apply to all time on duty, unless otherwise specified in the Agreement.
  - iii) Effective January 1, 2014, the rate of pay for Engineers will be \$41.41 per hour. This rate will apply to all time on duty, unless otherwise specified in the Agreement.
  - iv) Effective January 1, 2015, the rate of pay for Engineers will be \$42.66 per hour. This rate will apply to all time on duty, unless otherwise specified in the Agreement.
  - v) Effective January 1, 2016, the rate of pay for Engineers will be \$43.94 per hour. This rate will apply to all time on duty, unless otherwise specified in the Agreement.
  - vi) Effective January 1, 2017, the rate of pay for Engineers will be \$45.25 per hour. This rate will apply to all time on duty, unless otherwise specified in the Agreement.
- B. Ten (10) hours or less will constitute a basic day and pay for all service performed after ten (10) hours will be at the rate of time and one half.
- C. Engineers who perform service on their assigned rest days shall be paid for such service at the rate of time and one half, subject to the provisions of Article 11 (A) of this Agreement.
- D. For Engineers tied up for interim rest (aggregate service), the tie-up time will constitute the end of the engineer's shift. After resuming service, the second half of the engineer's assignment will be treated as a new start.

#### **ARTICLE 6 – EMPLOYMENT SECURITY**

- A. Engineers who have established seniority on the *Wisconsin Central Ltd. prior to February 1, 2009, on the Duluth, Missabe and Iron Range Railway Company prior to July 24, 2011, on the Elgin, Joliet and Eastern Railway Company prior to September 1, 2012 or as an active engineer or active conductor on the Duluth, Winnipeg and Pacific Railway Co. prior to September 6, 2006* will be provided an assignment (which may be a Regular Assignment or a Guaranteed Extra Board assignment) established pursuant to Article 8 Section 1 of this Agreement, and not be subject to furlough, provided that they have exercised their seniority to the fullest extent and they remain available for service.
- B. In the case of Engineers who do *not qualify for the Employment Security provided in Paragraph A of this Article*, when no vacancies exist, the Company will endeavor to provide the individual with details of any other openings that may exist on other *CN companies*. These opportunities may be in other occupations and may require the

Engineer to transfer at his/her own expense and commence a new employment relationship with the new *Company*.

- C. *All employees who qualify as an Engineer subsequent to the dates specified in Paragraph A above will be afforded the Employment Security provided in Paragraph A above upon their completion of sixty (60) months of cumulative compensated service as a Locomotive Engineer under this Agreement. Fifteen days of service as a locomotive engineer in a calendar month shall qualify an Engineer for one month's service as it relates to this paragraph.*

NOTE: Italicized language in A, B and C imported from January 1, 2013 EJ&E Merger Implementing Agreement)

## **ARTICLE 7 – SENIORITY**

### **Section 1 - Establishing seniority**

- A. Except as provided in Subsection B, employees in the Engineer Training Program (ETP) will establish seniority as an Engineer upon the date the first candidate in said class successfully completes the program, ranked in relative order of their Conductors' seniority (if any) behind those who have previously established seniority as Engineers. No ETP class shall establish seniority ahead of a class that commenced earlier.
- B. Engineers hired from sources outside the Company holding valid Engineer certification shall establish seniority as of the date hired. In the event more than one Engineer is hired on the same date, said Engineers shall establish seniority by a lottery system agreed to by the Company and General Chairman; except that such hired Engineer(s) will follow the successful candidates in an ETP class provided the ETP had formally commenced at the time the Engineer was hired. If an ETP class had formally commenced at the time such Engineer was hired, the seniority date for the class will be the same as the seniority date for the hired Engineer, with the class ranked in the relative order of their Conductors' seniority ahead of the hired Engineer.

### **Section 2 - Seniority rosters**

- A. Seniority roster(s) of Engineers showing date of employment with the Company and Engineer seniority date and prior right designation shall be posted on or about January 15 of each year, with a copy being furnished to the General Chairman.
- B. A statute of limitations of sixty (60) days from the date of posting is hereby fixed to appeal a case of seniority. Seniority protests must be appealed to the officer of the Company designated to receive such appeals. Seniority roster appeals will be directly handled by the Labor/Management Committee in the same manner as all other claims and grievances. Protests that have previously been submitted and declined will not be accepted.

### **Section 3 - District and Terminal seniority**

- A. The right to work positions and assignments shall be determined by seniority. Subject to prior rights, seniority shall prevail as follows: first, by seniority within the terminal



where the vacancy occurs; second, by seniority within the district where the vacancy occurs; and third, by system seniority. An Engineer who transfers into a terminal will exercise his seniority within that terminal based upon his system seniority date. Engineers who exercise their seniority to a different terminal can displace any junior engineer on any assignment within that terminal without waiting until the next Permanent Change of Card. It is understood that an Engineer will maintain seniority in only one (1) terminal (and district) at any given time (i.e., the terminal/district at which he is currently assigned).

- B. The seniority districts, each comprised of separate seniority terminals, are as shown below:

Seniority District 1

Home Terminal 1 – Extra Board Location and Source of Supply - Schiller Park  
*(protects vacancies including Chicago vacancies up to Leighton)*

Home Terminal 2 – Extra Board Location and Source of Supply – Joliet

Home Terminal 3 – Extra Board Location and Source of Supply – Gary

Note: Engineers will be allowed to bid and may be forced between Joliet and Gary each bid period.

Seniority District 2

Home Terminal 1 – Extra Board Location and Source of Supply – Waukesha

*(protects vacancies including Burlington / Milwaukee / DBR Jct. / down to Mundelein)*

Home Terminal 2 – Extra Board Location and Source of Supply – Fond du Lac

*(protects vacancies including Spur 126)*

Seniority District 3

Home Terminal 1 – Extra Board Location and Source of Supply – Stevens Point

*(protects vacancies including Marshfield / Waupaca / Wausau / Rhinelander / Bradley)*

Home Terminal 2 – Extra Board Location and Source of Supply – Wisconsin Rapids

*(protects vacancies including Wisconsin Rapids / Merrilan / Arcadia)*

Note: Engineers will be allowed to bid and may be forced between Stevens Point, Wisconsin Rapids and Wausau each bid period.

Home Terminal 3 – Extra Board Location and Source of Supply – Taylor

*(protects vacancies including Taylor / Chippewa Falls)*

Seniority District 4

Home Terminal 1 – Extra Board Location and Source of Supply – Superior

*(protects vacancies including vacancies at Pokegama / Virginia / Ranier / Ladysmith / Mellen / Park Falls / North Ironwood / Stone Lake)*

Home Terminal 2 – Extra Board Location and Source of Supply – New Brighton

*(protects vacancies including New Richmond)*

Home Terminal 3 – Extra Board Location and Source of Supply – Proctor

*(Protects vacancies including Proctor)*

Home Terminal 4 – Extra Board Location and Source of Supply – Two Harbors

*(Protects vacancies including Two Harbors)*

Home Terminal 5 – Extra Board Location and Source of Supply – Keenan

*(protects vacancies including Keenan / Minntac / Biwabik)*

NOTE 1: Engineers will be allowed to bid and may be forced between Proctor, Keenan and Two Harbors.

NOTE 2: The Company shall have the option to have the Superior Guaranteed Extra Board at either Pokegama or Proctor. Additionally, the Company shall have the option to maintain separate Guaranteed Extra Boards at Pokegama and at Proctor. In the event the Company decides to move, combine or separate the Boards, it will give the General Chairman ten days written notice.

Seniority District 5

Home Terminal 1 – Extra Board Location and Source of Supply – Green Bay

*(protects vacancies including Marinette/ Wrightstown / Manitowoc)*

Home Terminal 2 - Extra Board Location and Source of Supply - Neenah

*(protects vacancies including Oshkosh / New London / Appleton / Kimberly / Kaukauna / Hilbert)*

Seniority District 6

Home Terminal 1 – Extra Board Location and Source of Supply – Gladstone

*(protects vacancies including Escanaba / Quinnesec / Niagara / Pembine / Ishpeming / L'Anse)*

NOTE: Gladstone-Escanaba is considered one terminal

Home Terminal 2 – Extra Board Location and Source of Supply – Trout Lake

*(protects vacancies including vacancies at Trout Lake / Sault Ste. Marie / Newberry)*

- C. This Article 7 Section 3 imported from January 1, 2012 WC, DWP and DMIR NYD Arbitration Proceedings and January 1, 2013 EJ&E Merger Implementing Agreement)
- D. The Company will consult with the Union prior to bulletining positions where it is proposed to establish any new seniority terminals additional to those shown above.
- E. The Company will normally bulletin assignments at outlying points not listed above to the terminal in closest geographic proximity within the district.
- F. Engineers who are displaced from their terminals due to a change in train service and who must exercise their seniority in another terminal will be offered first opportunity, in seniority order, to return to their former terminal when the Company decides to again increase the number of engineers' positions in the former terminal. Engineers who were displaced prior to the effective date of this agreement and who are subject to the provisions of this paragraph are listed in Attachment C.

**Section 4 - Prior rights**

Engineers holding prior rights on the former territory of the FVW or SSM will have prior rights to the number of positions that exist on the effective date of this Agreement. Consistent with the manner in which seniority is exercised pursuant to Article 8, these prior right positions will be subject to prior right selection by Engineers identified on the seniority roster with the appropriate prior right designation noted in his ranking on the seniority roster. Prior right positions on the FVW and SSM will lose their prior right designation when the last prior right Engineer on the applicable territory retires, resigns or otherwise ends his employment with the Company. In the event prior rights assignments are abolished and later re-established, they will be bulletined as prior rights assignments.

EJE prior-righted Engineers with a seniority date prior to September 1, 2012 shall not be required to exercise seniority to a permanent assignment or position outside the former EJE or Schiller Park.

DWP prior-righted Engineers who established seniority as a conductor or engineer on or prior to September 6, 2006 will not be required to exercise seniority to a permanent assignment or position outside of Pokegama or Proctor. DWP prior-righted Engineers who established seniority as a conductor or engineer after September 6, 2006 but prior to May 1, 2011 shall not be required to exercise seniority to a permanent assignment or position outside of Pokegama, Proctor or Virginia but may be furloughed if unable to hold an assignment or position at these locations unless they exercise their seniority elsewhere. DWP prior-righted Engineers who established seniority as a conductor or engineer on or after May 1, 2011 but on or prior to January 1, 2012 shall not be required to exercise seniority to a permanent assignment or position existing outside the former DWP (including Ranier) or Proctor, but may be furloughed if unable to hold an assignment or position at these locations unless they exercise their seniority elsewhere.

DMIR prior-righted Engineers with a seniority date on or prior to July 25, 2011 shall not be required to exercise seniority to a permanent assignment or position outside the former DMIR or Pokegama. DMIR prior-righted Engineers with a seniority date subsequent to July 25, 2011 but on or prior to January 1, 2012 shall not be required to exercise seniority to a permanent assignment or position existing outside the former DMIR or Pokegama, but may be furloughed if unable to hold an assignment at these locations unless they exercise their seniority elsewhere.

WC prior-righted Engineers with Employment Protection shall not be required to exercise seniority to a permanent assignment or position outside the former WC or Proctor. WC prior-righted Engineers without Employment Protection shall not be required to exercise seniority to a permanent assignment or position existing outside the former WC or Proctor, but may be furloughed if unable to hold an assignment or position at these locations unless they exercise their seniority elsewhere.

Assignments, including Guaranteed Extra Board assignment (and vacation slots) shall be designated as Prior Rights if requested by the General Chairman. The designation of assignments as Prior Rights is in the discretion of the General Chairman provided that such discretion shall be reasonably exercised and shall not be used as the basis for any time claims. Consistent with the manner in which seniority is exercised, these positions shall be subject to selection by Prior Right Engineers according to their designation on the seniority roster.

Prior Rights designation may be afforded to assignments as follows:

DWP: Assignments that operated predominantly on the former Duluth, Winnipeg and Pacific Railway as it existed prior to October 14, 2011.

DMIR: Assignments that operated predominately on the former Duluth, Missabe and Iron Range Railway Company as it existed prior to October 14, 2011.

FVW: Assignments formerly operated by the former Fox Valley and Western at various locations in Wisconsin.

SSAM: Assignments formerly operated by the Sault Ste. Marie Bridge Company in the Upper Peninsula of Michigan and Wisconsin. Should the Empire Mine assignments be re-established in the future, they will retain a prior-right SSAM designation.

WCSP: Assignments operating within the Chicago Consolidated Terminal as contained in the Chicago Merger Implementing Agreement effective November 1, 2004.

WC: Assignments that operated predominately on the WC as it existed prior to October 14, 2011.

The General Chairman shall decide the Prior Right designation in the case of assignment(s) that operate over multiple territories.

For Engineers with seniority dates on or prior to January 1, 2012, who bid and are assigned to positions outside of their prior right property (WC, DWP or DMIR), for the purpose of awarding them to an assignment, will be assigned pursuant to the order they appear on the roster.

WC Engineers with seniority dates after January 1, 2012 and prior to January 1, 2013 will be considered System (1) Engineers with prior-rights over EJ&E prior rights Engineers regarding all non-EJ&E assignments. Engineers establishing seniority on or after January 1, 2013 will be deemed System (2) Engineers and placed on the bottom of the seniority roster.

Disputes arising out of the interpretation or application of this Article 7 Section 4 shall not be used as a basis for time claims, but will be directed to the Labor/Management Committee and shall not be handled through the normal grievance process. Any dispute, other than one involving the first paragraph of this section addressing FVW and SSM prior-rights, that is not resolved in the Labor/Management Committee shall be resolved exclusively in accordance with the dispute resolution procedures set forth in Article I, Section 11 of the New York Dock Conditions.

### **Section 5 - Layoff and recall**

Engineers not subject to Employment Security provisions will be furloughed in inverse seniority order at the terminal where force reductions are undertaken. The Company shall recall Engineers in seniority order by certified mail to the employee's last known address. It shall be the responsibility of the individual to keep the Company advised in writing of his current address.

The individual shall indicate to the Company within fifteen (15) days of such notice of recall of his intention to return to work and shall present himself for work within fifteen (15) days of giving notice of intention to return. Failing to notify the Company or return to work within the prescribed period(s) shall result in forfeiture of seniority.

### **Section 6 - Seniority Retention**

A. Yardmasters and Managers/Company Officers who hold engine service seniority but do not belong to the BLET shall be required to pay a monthly seniority retention ("SR") fee to the BLET, in an amount equal to the full monthly dues payable to BLET and its subordinate units by a member of that organization, in order to retain engine service seniority. Such fee shall be payable at the same time as monthly dues are payable by a BLET member. Any non-member who fails to pay the SR fee when due shall be promptly notified of that non-payment by the BLET by certified mail. If such default has not been cured within thirty (30) calendar days after the date of such notice, the BLET shall provide the Company written notification of the non-payment and that individual's

seniority in the engine service class/craft involved shall be extinguished effective on the first calendar day after expiration of the 30-day notice period, subject to subparagraph (c) below. Any dispute over whether an employee subject to this Section is in default shall be resolved pursuant to the process set forth in Article 28, Section F.

- B. The SR fee required under this paragraph will be payable by an employee on a monthly basis beginning with the first full calendar month that immediately follows completion of his SR service period. An employee's period commences with his first day of compensated service as a Yardmaster or Managers/Company Officer that occurs after the date this provision is implemented at the location involved. If an employee covered by this paragraph is set back to engine service and is subsequently transferred to a Yardmaster's position or who becomes a Manager/Company Officer at a location where this provision has been implemented, a new SR service period (as defined above) will be applicable to such employee.
- C. If an employee whose engine service seniority has been extinguished pursuant to subparagraph (A) is subsequently set back to engine service because of insufficient seniority to hold a Yardmaster position or a Manager/Company Officer position, he shall be placed at the bottom of the seniority roster involved. Such employee shall be deemed to have forfeited all agreement-based rights and/or benefits for which he was entitled or eligible based upon his former engine service seniority.
- D. Yardmasters and Managers/Company Officers who exercise their seniority shall initially be allowed to exercise their seniority only in the terminal they last worked in engine service.

### **Section 7 – Seniority Maintenance**

- A. Each employee in an engine service class/craft represented (for RLA purposes) by the BLET who does not hold membership in that organization will be required to pay a monthly seniority maintenance ('SM') fee to BLET in order to continue to accumulate engine service seniority. The SM fee shall be based on the costs of negotiations, claim/grievance/discipline handling, and internal governance as indicated in BLET's Fees Objector Policy and/or the most recent LM-2 Report filed by BLET with the United States Department of Labor, but in no event shall it exceed the full amount of monthly dues payable to BLET and its subordinate units by a member of such organization. The SM fee required under this paragraph will be payable by an employee on a monthly basis beginning with the first full calendar month that immediately follows completion of his SM service period. An employee's SM service period for this purpose shall mean the thirty (30) calendar day period that commences with his first day of compensated service in a BLET-represented engine service class/craft that occurs after the date this provision is implemented at the location involved. If an employee covered by this paragraph is promoted to engine service and is subsequently set back to engine service at a location where this provision has been implemented, a new SM service period (as defined above) will be applicable to such employee.
- B. The BLET shall furnish to the Company written notification of the amount of the applicable SM fee(s) due under this paragraph by July 1 of each calendar year, which amount will remain in effect until the succeeding July 1. The initial notification of the SM fee amount(s) under this paragraph will be made within thirty (30) calendar days of the date this Section 7 is implemented at any location and will remain in effect until the

succeeding July 1. The applicable SM fee will be payable at the same time as dues are payable by a BLET member. Any non-member of the BLET in engine service who fails to pay the SM fee when due shall be promptly notified of that non-payment by the BLET by certified mail. If such default has not been cured within thirty (30) calendar days after the date of such notice, the BLET shall provide the Company written notification of the non-payment and that individual's seniority in the engine service class/craft involved shall be frozen effective on the first calendar day after expiration of the 30-day notice period. Any dispute over whether an employee subject to this Section has failed to comply therewith shall be resolved pursuant to the process set forth in Article 28, Section F.

- C. The provisions contained in this Section shall only be implemented upon thirty (30) days written notice by the General Chairman of the BLET to the Director Labor Relations, and then only if another union representing another craft in which Engineers have seniority requires non-members of that other union to pay a seniority maintenance fee to continue to accumulate seniority in that other craft.
- D. The BLET shall indemnify and hold harmless the Company against any and all claims, demands, suits or other forms of liability that arise out of or by reason of any action taken or not taken by the Company pursuant to this Article.

## **ARTICLE 8 – JOB VACANCIES AND BIDDING**

### **Section 1 – Establishment of Regular Assignments and Extra Boards**

- A. Subject to the needs of service, regular assignments shall be established with the following work/rest cycles.
  - Assignments that are intended to tie-up at the home terminal each day will be bulletined to work five (5) consecutive tours of duty with two (2) consecutive rest days with a minimum of 48 consecutive hours off.
  - Assignments that are bulletined to tie-up at an away-from-home terminal will be bulletined to work
    - Six (6) consecutive tours of duty with two (2) consecutive rest days with a minimum of 48 consecutive hours off
    - Five (5) consecutive tours of duty with two (2) consecutive rest days with a minimum of 48 consecutive hours off
    - Six (6) consecutive tours of duty with three (3) consecutive rest days with a minimum of 72 consecutive hours off
    - Six (6) consecutive tours of duty with two (2) consecutive rest days with a minimum of 48 consecutive hours off and four (4) consecutive tours of duty with two (2) consecutive rest days with a minimum of 48 consecutive hours off on alternating weeks

When extra assignments are called within a four (4) hour window either four (4) out of five (5) or five (5) out of seven (7) days for similar type work, such assignment shall be bulletined as Regular for the next week's C.O.C.

Q. What is the definition of "*similar type work*"?

- A. Assignments that perform predominantly the same work, such as but not limited to:
- Yard switching for the majority of the shift.

- Operating trains from the same terminal in the same direction.

By mutual agreement between the Company and the General Chairman, alternative work rest schedules to those stated above may be established.

Q: May a relief assignment be established which results in less than 48 hours off for the rest period?

A: Yes, with the concurrence of the Local Chairman. Example – An assignment may start at 23:00 hours on Friday, then have Saturday and Sunday off, then relieve an assignment that starts at 07:00 hours on Monday.

Q: What is a Regular Assignment?

A: A Regular Assignment is a position that has a designated start time, call window or a Pool Service assignment as described in Article V of the Rinaldo Award.

- B. The Company may adjust the starting time of an assignment with a designated starting time forward or back, if the crew is notified at or prior to the end of his previous tour of duty. Where required for operational purposes on the day of the assignment, the Company may adjust the starting time of an assignment by not more than one hour before or two (2) hours after the normal starting time, provided that the Engineer is notified not less than two (2) hours prior to the normal starting time of the assignment.
- C. Regular assignments may be bulletined with a four (4) hour start window or an assigned start time at the home terminal.

Note: The “start time window” is the time during which the assignment is scheduled to start. The two-hour call is in advance of this time.

(i) For assignments with start windows, if rested but not called to start within the designated window the Employee will be considered on pay after the expiration of his advertised window time, however this shall not count towards overtime or hours of service. If not called to start within eight (8) hours from the end of their start window they will be compensated a basic day and will have fulfilled the requirement to protect the start window for that day. (See chart below)

(ii) The bulletined call window or assigned start time applies whenever the employee ties-up at the designated home terminal.

(iii) Engineers who are tied up at the home terminal on days which they are bulletined to tie up at the away from home terminal will be considered as ‘out of cycle’. Such Engineers must protect their home terminal call window. If not called to begin work within their call window, they will be released and paid for the day.

(iv) For Employees awarded assignments with start windows, approved Vacation, Personal Leave and Rest Days shall commence at the beginning of the start window on the first day off. Employees shall be required to protect their entire window on the first day back to work.

Question: Is an Engineer who is assigned to a window assignment but not available due to the Hours of Service Law entitled to compensation when not called to start within his window?

Answer: No. Engineers do not go on “window pay” until legally rested and available to the Company. Unless instructed to show on his rest, an engineer is not considered available until two hours after he is legally rested for the purpose of receiving compensation.

Question: May an Extra Board engineer be called for an assignment even if there is a window crew available?

Answer: Yes, at the option of the Company and in accordance with Article 11D. Ordinarily a window crew would be called within their assigned window. However, they may, or may not be called for the first train to operate within their assigned window.

Question: Are “window jobs” tied to a specific train name?

Answer: No. The Company’s obligation is to call a window job within their calling window, not to call them for a specific train.

Question: May Engineers be called ahead of their call windows?

Answer: Yes, but only if the provisions of Article 11, Paragraph (D) (1) and (2) are exhausted.

Question: How shall the call window be applied?

Answer: As outlined below.

<b>Example - CALL WINDOW 10:00 to 14:00</b>					
<b>START TIME - 12 HOURS</b>					
<b>08:00</b>	<b>10:00</b>		<b>14:00</b>	<b>20:00</b>	<b>22:00</b>
<b>2 hours</b>	<b>4 HOURS</b>		<b>6 HOURS</b>		
<b>Protect 2 hour</b>	<b>CALL WINDOW</b>		<b>PROTECT CALL (on pay if not called)</b>		No longer has to protect call.  If not called by 20:00 receive a basic days pay.
<b>CALL TIME 12 HOURS</b>					

Engineer A has an advertised call window to start between 10:00 to 14:00 hours. Engineer A is rested and has not been called to report for duty by 14:00.



Question: What is the definition of “rested” as it relates to Call Windows?  
Answer: “Rested” means having completed a “statutory or contractual off-duty period”.

Question: What time does Engineer A go on pay?  
Answer: For pay purposes only, Engineer A goes on pay at 14:00.

Question: How long does the Engineer have to remain available after the end of their call window to protect a call?  
Answer: The Engineer is on pay at 14:00 and has to remain available to accept a call until 20:00 for a 22:00 start. The Engineer may not be called to report for duty later than 22:00.

Question: If the Engineer is not called by 20:00 for a 22:00 start, how much shall he be compensated for that day?  
Answer: The Engineer shall be compensated a basic day.

Engineer A is called at 08:00 to report for duty at 10:00.

Question: What time does Engineer A go on pay?  
Answer: 10:00

Question: Is it possible for a window assignment to have less than the bulletined consecutive hours off for their scheduled rest day(s)?  
Answer: Yes, at the option of the Engineer in order to protect his next advertised spread time. The Company shall not be responsible to make the Engineer whole for any lost earnings if he elects to observe the entire rest period.

Question: Can Engineers who are on positions bulletined to tie-up at an away from home terminal be changed on a tour of duty basis to tie up at their home terminal?  
Answer: Yes, and their four hour call window or assigned start time shall apply on the next tour of duty. This provision is to allow Engineers to properly prepare for an away from home terminal trip. There is no penalty if the Engineer is returned to their home terminal. However, if an Engineer is bulletined to tie-up at their home terminal, this cannot be changed to tie-up at an away from home terminal.

D. Guaranteed Extra Board assignments will be established where the needs of service dictate and will be bulletined to work six (6) days with two (2) consecutive scheduled rest days (not less than 48 consecutive hours) and then work five (5) days with one (1) scheduled rest day (not less than 24 consecutive hours) on alternating weeks.

Alternately, GEB assignments may be bulletined to work five (5) days with two (2) consecutive scheduled rest days (not less than 48 consecutive hours), with the GEB guarantee pro-rated to 9.2 Basic Days.

With mutual agreement between the Company and the General Chairman, GEB assignments may be bulletined to work alternative schedules with the GEB guarantee pro-rated accordingly.

- E. Each terminal will maintain a bulletin listing all positions, including guaranteed extra board positions, which will include (a) the job title and the normal assigned duties of the job, (b) the home terminal, (c) normal tie-up location if different from the on-duty point, (d) the starting time or spread time of the assignment, if applicable and (e) the assigned day(s) off. Engineers may exercise their seniority upon tie-up at the home terminal if, during their work week, they were tied up at other than the bulletined location on more than one occurrence. Nothing in this provision restricts the Company from tying-up an assignment at the home terminal on any day of the assignment and this shall not entitle the Engineer to exercise his seniority.
- F. Newly established positions will be bulletined for a period of seven (7) days to enable interested Engineers to update their preferences in the crew calling system. With respect to this Article 8 (1) (F), a day is defined as a 24-hour period.

## **Section 2 – Assignment to Positions**

Engineers shall make application to positions in accordance with the Standing Bid system provided for in Attachment A.

## **ARTICLE 9 - ANNULMENT OF ASSIGNMENTS**

- A. When assignments are to be annulled on holidays, the Company will provide Engineers assigned thereto at least twenty-four (24) hours notice. If a regular bulletined assignment is annulled on a holiday and the Company later determines the annulled assignment will need to operate on the holiday, the regular assigned Engineer will be called and receive first preference to his assignment before an Extra Board Engineer. However, once officially annulled, the Company cannot force that regularly assigned engineer to work his position.
- B. When assignments are annulled on other than New Year's Day, President's Day, Memorial Day, Independence Day, Good Friday, Labor Day, Thanksgiving Day, the Day after Thanksgiving, Christmas Eve Day, Christmas Day or New Year's Eve Day, the Engineer assigned to the position will be assigned to other available work within the scope of this Agreement or be paid for the day.
- C. No pay will be allowed when an assignment is annulled on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Day after Thanksgiving, Christmas Eve Day, Christmas Day or New Year's Eve Day unless the Engineer utilizes a personal leave day.
- D. If an assignment is annulled, the regularly assigned Engineer may be used on other available work within the scope of this agreement with the exception of Hostler/Shover assignments (unless accompanied by a utility position).

E. For the purposes of this Article 9, the GEB is considered an “assignment”.

#### **ARTICLE 10- ABOLISHMENT AND DISPLACEMENT**

- A. Engineers whose positions are abolished will be given a minimum of twenty-four (24) hours notice, which shall be satisfied by calling the primary telephone number which the Engineer has designated to the Company in writing, and be allowed to exercise seniority to any assignment within the terminal in which he is located by displacing a junior Engineer in accordance with the individual’s standing bid. In the absence of having a remaining standing bid, Engineers will be immediately placed on the Guaranteed Extra Board.
- B. If unable to displace a junior Engineer in the terminal, the Engineer shall exercise his seniority to displace a junior Engineer within the district, if none, then he shall exercise his system rights. In the absence of having a remaining standing bid selection the Engineer has forty-eight (48) hours in which to exercise his seniority, or he will be assigned by the Company. An Engineer who is forced to exercise to a location that is more than 100 miles from the location from which displaced will be permitted a reasonable time not exceeding one week to take up the position.
- C. Permanent changes in call windows, rest days, home terminal, or a permanent change in the assigned start time of more than two (2) hours cumulatively shall entitle the affected Engineer to be placed in accordance with the Standing Bid provisions, which must be requested at the time he is notified of the change. Temporary changes in assigned window times must not be made without the concurrence of the Local Chairman. The start time of a regular assignment may be adjusted one hour forward, or two hours back, on a tour of duty basis, without triggering the provisions of Article 10 (C).

#### **ARTICLE 11 – GUARANTEED EXTRA BOARDS**

- A. 1. Where Guaranteed Extra Boards (GEB) have been established (in accordance with Article 8 – Job Vacancies and Bidding), each GEB position shall be advertised and have assigned rest day(s).
- 2. Scheduled rest day(s), single vacation days and personal leave days will commence at 06:01 hours, with the Engineer automatically marked back to the board at 06:01 following his time off. Engineers marked back to the board at 06:01 may be called at 06:01 for an on duty time of no earlier than 08:01. Guaranteed Extra Board Engineers shall not be called for duty on an assignment that commences on or after 20:00 hours on the day preceding their time off. However, at the Engineer’s option he may accept a call for duty subsequent to 20:00 and prior to 06:01. Engineers who elect this option must inform the Crew Caller by 06:01 the day preceding their scheduled time off and must stay marked up until 06:01. In lieu of GEB employee’s 06:01 mark up following his time off, subject to the needs of service, a GEB employee at the home terminal may elect not to be called for duty that commences on or after 14:00 the day preceding the time off with the understanding that the employee will be automatically marked back to the board at 00:01 the day following the time off. This option must be elected upon tie up from the last tour of duty or not later than 06:01 on the day preceding the time off.

3. If the Engineer is currently working or away from the home terminal at the time the scheduled rest day(s) are to begin, the rest day(s) shall begin at the Engineer's tie-up time at his home terminal and shall consist of one (1) day with a minimum of twenty-four (24) consecutive hours, or two (2) consecutive days with a minimum of forty-eight (48) consecutive hours off, depending upon which rest day cycle is being observed. The Locomotive Engineer shall automatically be marked back to the bottom of the board at the expiration of that time and such Engineer's guarantee shall not be reduced as a result thereof.
- B. 1. For the purposes of prorating guarantees, Engineer's exercising seniority to the GEB part way through the guarantee period (for guarantee purposes only), shall be shown on the GEB at 06:01 hours after the exercise of their seniority and their guarantee shall be pro-rated accordingly.
2. Increases or decreases to the GEB can occur at any time; however, if the board is increased or decreased effective at any time other than as prescribed in the Standing Bid process, the Engineer added shall be paid a day's guarantee in the event no other service is performed on that calendar day. In the application of this paragraph, Engineers hired on or subsequent to the effective date of this Agreement that are cut off the GEB shall be paid a day's guarantee in addition to all other earnings.
- C. GEB's shall operate on a first-in, first-out basis, based on tie-up time. Where more than one (1) engineer is marked back up to the extra board at the same time, their order shall be governed by their relative times off duty, regardless of the reason, with the engineer being off duty the longest being placed first. The first out extra board engineer will be given his preference of assignments with the same start time.
- D. Unless otherwise provided for herein, Engineer assigned to GEB's shall fill temporary vacancies and extra assignments at the location of the Board and at outlying points within the Seniority District as necessary.
- In the event the GEB is exhausted, the assignment shall be filled by:
1. The senior rested Engineer at the Terminal who has marked up to the Available Board as provided for by Article 12; if none,
  2. The senior rested Engineer at the Terminal who has marked up to the Supplemental Extra Board as provided for by Article 12; if none,
  3. The first-out qualified and rested Engineer on the nearest Guaranteed Extra Board(s) within the Seniority District via highway miles; if none,
  4. The senior rested Engineer who has marked up to the Supplemental Extra Board at the nearest Terminal within the Seniority District via highway miles; if none,
  5. The first-out qualified and rested Engineer on the nearest Guaranteed Extra Board via highway miles on the adjacent Seniority District.
  6. Engineers used under provisions of D-3 or D-5 may be held for up to five (5) days or until he is displaced by the return of the regular Engineer, or by a senior Engineer on Board Change Day. Engineers in this situation will be subject to the provisions of Article 19. Engineers released from an assignment shall return

to their GEB and shall be placed on the bottom of the Board in accordance with their tie-up time.

The calling procedures as contained in this Article shall be modified in the following manner at Proctor and Pokegama:

Once the Pokegama Guaranteed Extra Board is exhausted:

1. Call Pokegama Out of Cycle Engineers
2. Call Pokegama Available Board
3. Call Proctor Extra Board
4. Call Pokegama Supplemental Board
5. Call Proctor Supplemental Board
6. Call Two Harbors Extra Board
7. Call Keenan Extra Board

Once the Proctor Guaranteed Extra Board is exhausted

1. Call Proctor Out of Cycle Engineers
2. Call Proctor Available Board
3. Call Pokegama Extra Board
4. Call Proctor Supplemental Board
5. Call Pokegama Supplemental Board
6. Call Two Harbors Extra Board
7. Call Keenan Extra Board

Any dispute over the interpretation, application or enforcement of this Article 11 D (relating to calling procedures at Proctor and Pokegama) will be directed to the Labor/Management Committee and shall not be handled through the normal grievance process. Any dispute that is not resolved in the Labor/Management Committee shall be resolved exclusively in accordance with the dispute resolution procedures set forth in Article I, Section 11 of the New York Dock Conditions.

E. When Engineers mark back up from a rest day, vacation or PLD, they shall be placed to the bottom of the GEB. When Engineers mark back up from any other lay-off reason, they shall be placed at the same relative position as when they were removed from the GEB. If their relative position has moved to the top of the GEB it will remain there until the Engineer marks up and at such time, they will be placed at the top.

F. An Engineer assigned to the Guaranteed Extra Board shall be guaranteed a minimum of ten (10) Basic Day's pay for a bi-weekly period. One Basic Day's pay shall be used to reduce the guarantee for any 24 hour period, or portion thereof (other than a rest day) an Engineer is unavailable for service as outlined herein. The one-tenth (1/10th) of the bi-weekly rate shall be used for prorating the guarantee of an Engineer who is not assigned to the GEB for the full bi-weekly period. All compensation credited to the Engineers during the pay period, except mileage allowances and payments flowing from a violation of this Agreement, will be deducted from that guarantee.

Q. Are payments made to engineers for PLD/SDVs in lieu of actual time off (on days actually worked) to be deducted from GEB guarantees?

A. No. However, engineers compensated for actual time off (PLD/SDVs) will have such compensation deducted from their guarantee.

- G. GEB positions shall be advertised and Engineers shall bid such assignments by virtue of seniority.
- H. GEB Engineers shall be called for service not less than two (2) hours prior to the time required to report for duty.
- I. The Company shall provide the General Chairman ten days' advance notice for any new board (and its jurisdiction) it intends to establish. New GEB's can be established or eliminated at any location consistent with the needs of service.
- J. All guarantee compensation paid to extra Engineers shall be considered as service rendered for vacation pay and qualification days.
- K. Except as provided for in Article 19 Section 3, when called for service, Engineers shall not make less than the basic day as provided for in Article 5

Q: If separate service deadhead is the only service performed on that calendar day, will a basic day's pay be allowed for the separate service deadhead?

A: Yes

#### **ARTICLE 12 – SUPPLEMENTAL BOARDS**

- A. Engineers desiring to make themselves available for service on the Supplemental Board on their scheduled rest day(s) shall notify Crew Management in the proper form prior to or upon tie up on the last day of their regularly assigned work week. Engineers called to work off of the Supplemental Board will be paid for all time at the rate of time and one half.
- B. Engineers placed on the Supplemental Board will not be considered available for call from the Supplemental Board within sixteen (16) hours of the regularly scheduled start time of their regular assignment when other Engineers are available to be called from the Board.
- C. Other than being tied up at their home terminal as provided by Article 8, Section 1 (E) and subject to Article 8, Section 1, Paragraph C (iii), Engineers who are out of cycle for any reason on their outbound trip on lay-over assignments, may, at their option, mark themselves to the "Available Board" and may be used at straight time ahead of the Supplemental Board. Engineers who mark up to such board will do so by notifying Crew Management at least 2 hours prior to their bulletined calling window. Engineers may mark to the Available Board and be called ahead of Engineers on the Supplemental Board (see Article 11 D). Such Engineers may mark to the Available Board if they otherwise would not be subject to call for reasons such as being out of cycle due to marking up when their assignment is currently working, etc. Engineers used off of the Available Board will be paid at the straight-time rate for the first 10 hours on-duty. While marked to the available board, the provisions of Article 8, Section 1, Paragraph C, (iii) do not apply, however, they can only be called up to the expiration of their regularly assigned call window or start time. Engineers may not mark up to the available board on their rest days. The intent of the available board is to give an engineer a wage-earning opportunity that he, otherwise, would have lost.

- D. It is intended that Engineers will not be called from the Supplemental Board or the Available Board if doing so would cause the Engineer to lack legal rest or be unavailable for his regular shift.

### **ARTICLE 13 – APPROVAL OF APPLICATIONS FOR EMPLOYMENT**

Applications for employment will be approved or disapproved within ninety (90) days following the day the employee first becomes qualified for and performs service as an Engineer with the Company.

An application that is rejected anytime within such period will result in termination of the employee's relationship with the Company for all purposes and shall not be subject to Article 30 of this Agreement.

### **ARTICLE 14 – RULES/RE-CERTIFICATION/INSTRUCTION CLASSES**

- A. No pay shall be required for Engineers attending remedial classes in lieu of or as part of the discipline process or as described below.
- B. Where training takes place away from the Engineer's home terminal, lodging will be provided, and the Engineer shall be entitled to allowances for meals and for travel between the home terminal and the course accommodation.
- C. Where an examination or test forms part of the training requirement, an employee is expected to meet the required standard on the first attempt. If an individual is unable to achieve the necessary standard, he will be offered additional training (without compensation) and will be afforded further opportunities to re-take the examination, which must take place within ten (10) days of the first attempt and which will be on their own time. An employee who fails to attain the required standard at the completion of this period will be deemed to have disqualified himself for employment and will forfeit all seniority.
- D. Engineers who are required to attend rule, Engineer re-certification, or instruction classes during a normal tour of duty (i.e.; combined with other service) will not be paid additional compensation.
- E. Regular Engineers who lose earnings as a result of being required to attend rule, Engineer re-certification, or instruction classes shall be paid for the earnings lost. Extra Engineers shall be credited with a day's pay for each day attending such classes. Engineers attending such classes on their assigned rest day(s) will be compensated for actual time in attendance per Article 5 C.
- F. Furloughed Engineers must maintain their Locomotive Engineer certification.

### **ARTICLE 15 – LOCOMOTIVE ENGINEER TRAINING PROGRAM**

- A. The parties agree that the Locomotive Engineer Training Program will be developed and maintained by the Company in consultation with the Union. The Union will provide the Company with a list of prospective participants from which the Company will select not less than two (2) to participate in the development and maintenance of the Training Program. Participants representing the Union will not be paid by the Company.

- B. The program will provide the necessary skills, knowledge and performance to ensure a standard of competency for Engineers. The training will incorporate classroom and on-the-job training.
- C. Candidates in the training program will be given two (2) opportunities to successfully complete the classroom component of their training and will be required to satisfy the practical component during a check-ride.
- D. Engineer Trainees will receive on-the-job instruction from Locomotive Engineer Trainers selected by the Company in consultation with the BLET Local Chairman. Engineers selected as Trainers should exhibit exemplary knowledge of locomotive operation and train handling and demonstrate the ability to effectively communicate such skills to Trainees.

#### **ARTICLE 16 – ON AND OFF DUTY POINTS**

- A. Except as provided below, Engineers shall have (a) designated point(s) for going on and off duty each day. The Company will consult with the Union prior to bulletining positions where it is proposed to change any On-Duty points.
- B. The starting time of an Engineer shall commence at the time he is required to report for duty, and his pay shall continue until the time he is tied up.
- C. When Engineers are relieved at points other than the point of going on duty, the Company shall provide transportation to the appropriate off duty point which shall be at a recognized location as designated by the Company.
- D. Assignments may include bulletined away from home on and off duty points where assigned Engineers will rest while off duty.
- E. Engineers called to perform service on work trains or at an outlying point shall remain on such assignment for its duration up to one (1) calendar week. Engineers performing service on work trains shall accompany and go on and off duty with the work train. Engineers not furnished transportation shall be compensated for travel. If such individuals are not returned to their home terminal, they shall also be provided a meal allowance and lodging. Engineers performing service on work trains or temporary assignments at outlying points shall not be eligible for payment under Article 19 (D) of this Agreement. In case the work train is annulled, an engineer assigned to go on/off duty with a work train at an outlying point will be paid for the day.
- F. Engineers may decline a call for a consecutive calendar week outlying point assignment. If an Engineer declines a second consecutive outlying point assignment, the next extra board Engineer will be called, and such call will not generate a run-around for the Engineer(s) declining the call. If no other extra board Engineer is rested and available for the call, the first-out Engineer must accept the call.
- G. Except as otherwise agreed, changes at the home terminal shall not be made in reporting and relief points until suitable wash and locker room facilities have been provided. At the home terminal, wash, locker, toilet facilities and hot and cold running water shall be provided for Engineers. An adequate parking area, with all weather



surfacing (gravel, slag, stone, etc.) shall be provided and maintained where space is available on Company property if free public parking is not readily available.

- H. Once a prior-righted DMIR or DWP Engineer is tied up at an away-from-home off duty point, the next tie-up shall be at the home terminal.

## **ARTICLE 17 – CALLING FOR DUTY**

### **Section 1 – Calling**

- A. An Engineer without a designated starting time shall be called not less than two (2) hours prior to the time required to report for duty, except in cases of emergency, such as floods, accidents, storms, etc., where Engineers shall be required to report as soon as possible.
- B. Engineers must designate a telephone and/or pager number at which they can be reached for the purpose of being called.
- C. Engineers called and not used will be paid one basic day and placed back to the bottom of the extra board; however, an Engineer who is called and reports for an assignment and is subsequently not used, may instead perform such other duties as directed for which he is qualified. Extra Board engineers called, then called back and cancelled before departing his calling place shall be entitled to one basic day. Such extra board engineer shall be placed to the bottom of the board, and must make himself available for another call. However, notification of a change of assignments without changing the on duty time does not constitute a cancellation.
- D. When a disruption to service occurs, the General Manager will consult with the General Chairman and the following plan may be implemented:

The current call windows will be suspended and the effected employees will be placed on a Road Pool Board in the order of their call windows. Such employees will then be run first-in, first-out on any available assignment other than temporary vacancies.

A disruption to service is defined as a main line blockage due to derailment, washout, fire, vandalism, flood, or similar act of God that results in the stoppage of trains on the WC Division. It is not the intent to invoke this provision unless an incident results in a severe disruption to the designed flow of traffic on the WC Division. A severe disruption is defined as above noted and lasting more than five (5) hours. Furthermore, the Road Pool Board created by this provision will be abolished and crews will return to their regular assignments when main line traffic resumes.

Employees will be notified when they are to return to their normal call windows.

Question: Is a labor strike considered a disruption of service such that would trigger Article 17, Section 1 Paragraph D?

Answer: No.

Question: Will Engineers lose earnings as a result of implementation of Article 17 (D)?

Answer: No. Engineers will be compensated no less than the GEB rate during the affected timeframe.

- E. When an Engineer on a regularly assigned run lays off for any cause, upon return to active service he must be available for duty at least three (3) hours before the bulletined call window or starting time of the assignment.

### **Section 2 – Used out of Order**

- A. Guaranteed Extra Board Engineers who are available and not called in the correct order (“runaround”) in accordance with the procedures in this Agreement will be paid one half of the basic day payment, and if on a rotating board, remain first out.
- B. There shall be no “chain” type payments and not more than one runaround payment for any particular assignment.
- C. The incidence of runaround claims will be reviewed in the conferences established pursuant to Article 2 in this Agreement to identify and correct any systematic problems.
- D. An Engineer that works into an off duty point that is the source of supply point for Engineers at that location and subsequently is called out of that off duty point enroute to his regular on duty point shall not invoke the runaround provisions outlined in Article 17, Section 2, paragraph A herein for any Engineers with a regular on/off duty point at that location.
- E. Trains that are tied up on line due to being overtaken by the Hours of Service Law may be re-crewed with a qualified Engineer from the nearest source of supply point via highway miles without penalty to the Company.
- F. Upon arrival at the designated off duty point, Engineer(s) shall register the time they are released in CATS, a book, or other place provided for that purpose. Engineers shall be called for the next service out of their layover facility in accordance with the arrival time as shown on the register.

### **Section 3 – Familiarization of Territory**

- A. When Engineers are required to run over any portion of the road with which they or any other member of the crew are unacquainted, a pilot may be furnished.
- B. Any qualified employee may be used to pilot trains. In no case shall more than one pilot from any class of service be used to pilot a train.
- C. Engineers shall not lose time qualifying over a new territory.

### **ARTICLE 18 - MEAL PERIODS**

- A. Engineers whose assignment works primarily within a yard will have twenty (20) minutes in which to eat, on the property, between the beginning of the fourth and the

end of the seventh hour. The time utilized by Engineers for their meal period shall be uninterrupted. However, in granting Engineers time for their meal, it is with the understanding that such must not cause unnecessary interference or delay with the performance of their work or the work of other crews.

- B. In the application of this Article, it is agreed that if a dispute arises regarding the interpretation or application of this Article, said dispute will not be the basis for time claims, but will be referred to the Committee established pursuant to Article 2 for final and binding action and disposition.

## **ARTICLE 19 - EXPENSES**

### **Section 1 – Held Away From Home Terminal**

- A. A meal allowance of \$10 shall be payable to Engineers completing their work assignment and held at an away from home terminal for four hours. An additional \$10 shall be payable each additional eight hours held thereafter.
- B. The Company will provide lodging and will be responsible for the payment of room and taxes.
- C. When selecting regular accommodation providers the Company will consider the proximity of restaurant facilities. The Company will consult with the Union General Chairman regarding changes to regular accommodation providers.
- D. Except as provided for herein, when an Engineer is tied up at other than his home terminal, upon the expiration of sixteen (16) hours away from home, the individual shall be considered on pay, except that such time shall not be counted towards hours of service. Should an Engineer be called for service or ordered to deadhead after such pay begins, the held away from home terminal pay ceases at the time the service or deadhead commences.
- E. This provision shall not apply to Engineers in service on work trains or at outlying points or to Engineers temporarily transferred or assigned to a new home terminal.

### **Section 2 – Transportation Expense**

When an Engineer is required to work away from his regular assigned location, the Company will either provide transportation or reimburse the Engineer for necessary costs of transportation, which shall be at the standard driving allowance allowed by the IRS. No reimbursement will be made where the Company provides transportation.

Note: The Local Chairman and the Superintendent and/or their designates shall meet and develop the applicable times for deadheading and board placement determinations.

### **Section 3 – Deadheading**

Deadheading shall be paid either separate from or combined with service, in the manner least costly to the Company. Where deadheading is paid separately from service, the Engineer shall be paid half a day or actual time consumed, whichever is greater.

This provision will not apply when transporting regularly assigned Engineers from their home terminal to their away from home terminal, or vice versa, as part of their regular assignment. Such Engineers will be paid a service trip.

Q: If separate service deadhead is the only service performed on that calendar day, will a basic day's pay be allowed for the separate service deadhead?

A: Yes

## **ARTICLE 20 – PERSONAL LEAVE DAYS**

- A. Active Engineers who established seniority as an engineer on the Wisconsin Central Ltd. prior to June 7, 2013 shall be entitled to a maximum of twelve (12) PLDs for each calendar year and such Engineers shall be paid a basic day for each PLD. Active Engineers who established seniority subsequent to June 6, 2013 shall be entitled to a maximum of four (4) PLDs for each calendar year with the exception of Engineers who had previously earned a greater number while working as a Trainman will retain that number.
- B. Subject to scheduling by the BLET Local Chairman or his designate, one (1) personal leave day shall be granted on any day to Engineers subject to the jurisdiction of each GEB under the following conditions:
- (i) The PLD's that are subject to assignment by the Local Chairman shall be assigned on a first come, first served basis.
  - (ii) The BLET Local Chairman or his designated representative must give the crew callers' office at least forty-eight (48) hours' notice of the day to be observed.
  - (iii) Once the PLD is assigned by the Local Chairman, it shall not be changed unless requested by the Local Chairman.
  - (iv) Subject to the needs of service, an Engineer scheduled for such designated PLD may lay off up to twenty-four (24) hours in advance of the day at his regular on duty point in order to avoid being away from the regular on-duty point when the PLD begins.
- C. Upon forty-eight (48) hours advance notice from the Engineer, PLD's shall be scheduled with the approval of the Crew Management Center. PLD's requested and approved as provided for herein (48 hours) must be taken and payment shall be made on the following payroll period.
- D. In situations where the number of applicants seeking PLD's exceeds the number of Engineers that can be released, the Company shall approve applications on the basis of the order they were received except no application may be submitted more than six months in advance. In the event more than one application is received on the same day the most senior Engineer shall have preference.
- E. Engineers who leave or enter the service of the Company during the year shall have their PLD allocation reduced on a pro-rata basis.

- F. Any PLD's provided for herein that are requested but denied by the Company and not subsequently rescheduled during the calendar year or the first quarter of the following calendar year shall be paid at the rate specified herein.
- G. Engineers may elect to be paid a PLD on any day.
- H. Employees from other crafts transferring into engine service shall retain any PLD entitlement previously earned.

## **ARTICLE 21 - HOLIDAYS**

- A. Engineers who are available the immediate two (2) days preceding and the immediate two (2) days following a holiday identified in Article 9, and who work on a holiday shall be paid a holiday rate of pay of 1.2 times the hourly rate for the first ten (10) hours worked in recognition for service performed on the holiday. All time in excess of ten (10) hours worked on the holiday shall be time and one-half based on the rate outlined herein. A contractually paid day utilized before or after a holiday shall satisfy the availability requirements of this Article 21. Assigned rest days count towards the qualification of holiday pay, as long as the Engineer has fulfilled the requirements of the assignment.
- B. An Engineer whose assignment is annulled because of a holiday may, at their discretion, utilize a PLD, if available.
- C. If a Guaranteed Extra Board assignment is annulled on a holiday, the guarantee will be reduced by 1/10<sup>th</sup>.

## **ARTICLE 22 - VACATION**

### **Section 1 - Entitlements**

Each Engineer subject to the scope of this Agreement and having continuous service (including other crafts) and who has rendered service (including other crafts) as identified herein, shall be eligible for the following annual vacation entitlement allotted in order of Company Hire Date for those with Engineer seniority prior to April 1, 2002, and by Engineer Seniority for those hired on or after April 1, 2002 to be taken between January 1 and December 31:

A qualifying Engineer shall be entitled to paid vacation, subject to the following:

**Note:** Seven (7) calendar days constitutes a week.

<b>Years of Service</b>	<b>Amount of Vacation</b>	<b>Explanation</b>
New Engineers, if during the preceding calendar year has rendered service amounting to 160 basic days or equivalent hours paid	One (1) Week	Six (6) days paid if on a 6 day assignment, 5 days paid if on a 5 day assignment or 1/52 <sup>nd</sup> , whichever is greater
After Two (2) Years But Less Than Five (5) Years Of Cumulative Compensated Service	Two (2) weeks	Twelve (12) days paid if on a 6 day assignment, 10 days paid if on a 5 day assignment or 2/52 <sup>nd</sup> , whichever is greater
After five (5) years but less than fourteen (14) years of cumulative compensated service	Three (3) weeks	Eighteen (18) days paid if on a 6 day assignment, 15 days paid if on a 5 day assignment or 3/52 <sup>nd</sup> , whichever is greater
After fourteen (14) years but less than twenty-three (23) years of cumulative compensated service	Four (4) weeks	Twenty-four (24) days paid if on a 6 day assignment, 20 days paid if on a 5 day assignment or 4/52 <sup>nd</sup> , whichever is greater
After twenty-three (23) years or more of cumulative compensated service	Five (5) weeks	Thirty (30) days paid if on a 6 day assignment, 25 days paid if on a 5 day assignment or 5/52 <sup>nd</sup> , whichever is greater

## **Section 2 – Scheduling**

Vacation shall be taken between January 1 and December 31. It is acceptable for a week of vacation to start in one calendar year and run into the following year. Vacation will be deemed to belong to the year in which started. Engineers may take all available weeks of vacation consecutively. Engineers who desire to split their vacation can take up to three (3) weeks of their vacation in the first round and their remaining weeks in the second round. The Company will determine vacation allocation and the Union will determine the process and make-up of the vacation schedule, which shall be posted at conspicuous and convenient places, such as bulletin boards, in all of the on duty points, on or about December 15 of each calendar year. In the event that the Union fails to provide the Company a vacation schedule by December 1, then the Company shall allocate and assign vacations at its discretion.

## **Section 3 – Rate of Pay for Vacation**

On the effective date of this Agreement an Engineer receiving vacation, or pay in lieu thereof, shall be paid for each week of such vacation at 1/52 of the compensation earned by

such Engineer during the calendar year preceding the year in which the vacation is taken, but in no event shall such pay for each week of vacation be less than five (5) minimum basic days' pay for a five day assignment or six (6) minimum basic days pay for a six day assignment. Two weeks of single day vacation is equal to twelve (12) single days pay, when taken on a single day basis.

#### **Section 4 – Qualifying**

Engineers shall perform one hundred sixty (160) days or equivalent hours of cumulative compensated service in any calendar year to qualify for vacation in the ensuing year as provided under Section 1 of this Article.

#### **Section 5 – Submitting Request**

When submitting vacation requests, Engineers shall submit a sufficient number of choices for weekly vacation bids. In failing to submit a sufficient number of vacation bids, such Engineer shall have their vacation forced assigned.

#### **Section 6 – Employment Status**

If an Engineer's employment status is terminated for any reason, they shall, at the time of termination, be granted full vacation pay for vacation earned in the preceding year not yet granted, and vacation pay for the succeeding year if the Engineer has qualified therefore under Section 1 of this Article. If an Engineer thus entitled to vacation or vacation pay shall die, the vacation pay earned and not received shall be paid to such beneficiary as the Engineer may have designated, or in the absence of such designation, the surviving spouse, the Engineer's children, or his estate, in that order.

#### **Section 7 – Transferring from Other Crafts**

Vacations, or allowances therefore, under two (2) or more schedules held by different organizations on the same Company shall not be combined to create a vacation of more than the maximum number of days provided for in any one of such schedules. Employees transferring from other crafts shall have length of service and other qualifications for vacation count toward vacation as an Engineer.

#### **Section 8 – GEB**

Time off on account of vacation shall not affect guarantees.

#### **Section 9 – Expiration of Vacations**

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

**Note:** In the event an Engineer could potentially lose time at the end of his pending vacation period he may request approval of the Company that his vacation could be reduced in one (1) year and adjusted in the next.

#### **Section 10 – Vacation Credits**

The following shall also be used to determine eligibility for vacation:

1. Used out of order – one-half (½) day credit;
2. Separate Service Deadheading – one (1) day credit;
3. An Engineer paid eight (8) hours under the held away from the regular off duty point rule shall be credited with one (1) basic day.
4. Calendar days on which an Engineer is compensated while attending training and rules classes at the direction of the Company – one (1) day credit
5. Each day worked on a position not covered by this Agreement shall count as a Basic Day for vacation qualification purposes.
6. Calendar days on which an Engineer assigned to an extra list or a regular assignment is available for service and on which days he performs no service through no fault of his own, shall be included in the determination of qualification for vacation.
7. Calendar days, not in excess of sixty (60), on which an Engineer is absent from and unable to perform service because of sickness or injury received on duty shall be included in the determination of qualification for vacation.
8. Calendar days on which an Engineer's assignment is annulled or is otherwise released for the day.

### **Section 11 – Union Officials**

Time off granted for Union business shall count toward vacation qualification days for Engineers who hold positions as General Chairman, Vice General Chairman, Local Chairman, etc. ("Local Officials for the Brotherhood of Locomotive Engineers and Trainmen"). It is further understood that by providing this exclusion it is not intended that the total number of such Officials covered be expanded.

### **Section 12 - General**

- A. During a calendar year in which an Engineer's vacation entitlement shall increase on the anniversary date, such Engineer shall be permitted to schedule the additional vacation time to which entitled on the anniversary date at any time during that calendar year.
- B. Where an Engineer is discharged from service and subsequently reinstated without loss of seniority and/or benefits, service performed prior to discharge and subsequent to reinstatement shall be included in the determination of qualification for vacation during the following year. Engineers restored to service shall be credited for all time paid for entitlement purposes.
- C. In instances where Engineers who have become members of the Armed Forces of the United States return to the service of the Company in accordance with the Veterans Re-Employment Rights Act (8 USC Title 38 §2021-2027), as amended from time to time, time spent by such Engineer in the Armed Forces subsequent to their employment by the Company shall be credited as qualifying service in determining the length of vacations for which they may qualify upon their return to the service of the Company.
- D. Full week vacations will commence on Mondays and continue as consecutive week(s). An engineer may, no later than 0001 hrs on the Sunday prior to the start of his vacation (or



upon tie-up if on duty at 0001 hours), request to be available only for an assignment that reports not later than 11:59 and ties up at the home terminal. Such engineer will not be entitled to any compensation for that day if not so used. If an employee is unable to start their vacation when scheduled, they may, at their option, elect not to protect any service until they have been on vacation for the allotted seven (7) days. An Engineer may take up to twelve (12) days of his annual vacation in single day increments, as outlined in Section 3 herein, and such employee shall be automatically marked up for service upon the expiration of any single day vacation provided they are not marked off for any other contractual reason.

## **ARTICLE 23 – BENEFITS**

### **Section 1 – Health & Welfare**

Employees coming under the scope of this Agreement and their dependents, if eligible, will be subject to the Railroad Employees National Health and Welfare Plan, the Railroad Employees National Early Retirement Major Medical Benefit Plan, the Railroad Employees National Dental Plan and the Railroad Employees National Vision Plan, as negotiated nationally and subsequently amended, including employee cost-sharing provisions. Retired, disabled and inactive employees will remain in their existing coverage, if any.

### **Section 2 – Life Insurance**

An Engineer's minimum life insurance coverage is \$50,000. Engineers requiring assistance concerning the foregoing may contact a Human Resources Representative for further information.

### **Section 3 – Other**

Accidental Death Insurance - An Engineer's minimum coverage is \$50,000. Engineers requiring assistance concerning the foregoing may contact a Human Resources Representative for further information.

### **Section 4 – Off Track Vehicle Accident Benefits**

The parties agree to implement and maintain the current off track vehicle accident benefits as provided in the Brotherhood of Locomotive Engineers' National Health and Welfare Plan, as amended.

### **Section 5 – Stock Purchase Plan**

The Company shall maintain for the benefit of Engineers covered by this Agreement a stock purchase plan, which may be changed from time to time provided such changes are applicable to Company employees generally.

### **Section 6 – Employee Assistance Program**

The Company shall maintain for the benefit of Engineers covered by this Agreement an Employee Assistance Program, which may be changed from time to time provided such changes are applicable to Company employees generally.

### **Section 7 – 401K Plan**

- A. Within ninety (90) days of ratification, the Company shall establish a 401(k) plan for Engineers covered by this Agreement. Under the plan, for the first four percent (4%) of an employee's salary contributed, the Company shall contribute \$.25 for each \$1.00 contributed by the employee. Engineers may contribute an amount above 4%, up to the maximum legal amount with no Company participation.
- B. The Company shall be responsible for all costs of establishing the plan, including the making of payroll deductions and payments of withheld wages to the trustee. The employee shall be responsible for all costs of services in connection with the operation of the 401(k) plans.

### **Section 8 – Short Term Disability Plan**

A short-term disability income insurance plan is hereby established and replaces all existing sickness plans. Employees subject to this agreement shall be eligible for participation in the CN Income Disability Plan (the Plan) which provides income to covered employees during periods of covered disability, not to exceed 52 weeks. The Plan covers a disability caused by injury or sickness, whether on railroad duty or not, which prevents the employee from actively performing the normal duties of his or her job. Benefits begin on the 15<sup>th</sup> day of continuous absence while under the care of a licensed physician for such a covered disability. Employees must have rendered compensated service or received vacation pay in a BLET craft for at least seven days in the thirty calendar days immediately preceding the covered disability to be eligible to receive benefits. The Plan pays \$82.28 per day to eligible employees. This amount is not reduced by monies received under the Railroad Unemployment Insurance Act. For those who qualify, benefits from the plan are paid at least every two weeks. In all cases, plan benefits shall be paid in accordance with the terms and provisions of the Plan, which are incorporated herein by reference. In the event of a conflict between the terms and provisions of the Plan and the terms and provisions of this agreement, the terms and provisions of the Plan shall control. The Company retains the right to modify the plan document from time to time.

### **Section 9 – Bessemer Non-Contributory Pension Plan**

As of July 25, 2011, the Bessemer Non-Contributory Pension Plan was closed to new participants on the Duluth, Missabe and Iron Range Railway Co. Effective July 25, 2017, former DMIR employees who were participating in the Bessemer Non-Contributory Pension Plan will have their service frozen for purposes of calculating their accrued benefits. Future service will continue to be accumulated for retirement eligibility purposes only. Future salary growth will be considered in the calculation of the pension benefit payable upon retirement or other termination of employment. As of December 1, 2012, the Bessemer Non-Contributory Pension Plan was closed to new participants on the Elgin, Joliet and Eastern Railway Company. Effective February 1, 2015, former EJE employees who were participating in the Bessemer Non-Contributory Pension Plan will have their service frozen for purposes of calculating their accrued benefits. Future service will continue to be accumulated for retirement eligibility purposes only. Future salary growth will be considered in the calculation of the pension benefit payable upon retirement or other termination of employment. Former EJE employees who are active participants in the Bessemer Non-Contributory Pension Plan as of February 1, 2015 and who have not attained

30 years of continuous service will receive a lump sum payment of five thousand dollars (\$5,000).

Any dispute over the interpretation, application or enforcement of this Article 23 Section 9 will be directed to the Labor/Management Committee and shall not be handled through the normal grievance process. Any dispute that is not resolved in the Labor/Management Committee shall be resolved exclusively in accordance with the dispute resolution procedures set forth in Article I, Section 11 of the New York Dock Conditions.

#### **ARTICLE 24 – PHYSICAL EXAMINATIONS**

Engineers covered by this Agreement may be required to take medical examinations, including eye and hearing tests, by the Company's physician at the Company's expense. If the examination must take place outside the Engineer's regular on duty point, the individual shall be allowed payment for meals and travel. Engineers shall be made whole for any earnings lost.

#### **ARTICLE 25 – MEDICAL DISQUALIFICATIONS**

- A. If an Engineer is found to be medically disqualified by the Company's physician, and the Engineer is of the opinion that his condition does not justify removal from the service or restriction of his rights to service, appeal will be made to the designated officer of the Company for a joint medical board to be established.
- B. The Engineer involved, or his representative will select a physician to represent him and the Company will select a physician to represent it (who may be the original examining physician) in conducting a further medical examination. If the two physicians thus selected shall agree, the conclusion reached by them as to the individual's medical condition will be final.
- C. If the two physicians selected do not agree as to the medical condition of such individual, they will select a third physician to be agreed upon by them, who shall be a practitioner of recognized standing in the medical profession and a specialist in the disease or ailment from which the individual is alleged to be suffering. The three physicians thus selected will examine the Engineer and render a report with reasonable promptness setting forth his physical condition and their opinion as to his fitness to continue service in his regular employment, which shall be accepted as final. Should the decision be adverse to the individual, and it later appears through medical findings that his condition has improved, a re-examination by the Company's physician will be arranged after a reasonable interval upon the request of the Engineer or the Union.
- D. The Company and the Engineer will each pay for the costs of their chosen physician and share equally in paying the costs of the third physician.
- E. If an Engineer has been furloughed for more than ninety (90) days and is recalled or rehired, he will be required to pass a physical examination (including drug and alcohol testing) before being permitted to return to duty.
- F. If for any other reason related to Company service, an Engineer is required to take a medical examination the expense of that examination shall be covered by the Company.

## **ARTICLE 26 – PAYDAY**

- A. Payroll periods shall consist of two (2) pay periods per calendar month consisting of a first half and a second half. Payroll periods shall commence on the first calendar day of each calendar month through and including the fifteenth calendar day of each calendar month (first half) and the sixteenth calendar day of each calendar month through and including the last calendar day of each calendar month (second half).
- B. Engineers shall be paid on a semi-monthly basis by direct deposit. Engineers will be paid on or about the 16th for scheduled hours during the first half of the month and on or about the 1st of the succeeding month for scheduled hours in the second half of the month. Adjustments to the Engineers scheduled hours, such as overtime or time lost, will be processed in the pay period following the reported time.
- C. Nothing in the foregoing limits the Company from moving to a bi-weekly pay cycle during the term of this Agreement provided, however, that the amount paid to the Guaranteed Extra Board is adjusted proportionally.

## **ARTICLE 27 – PAYROLL AND DEDUCTIONS**

Payroll payments will be made only to a direct checking and/or savings deposit account as specified by the Engineer, provided however that the employee's selected financial institution is one recognized by the Company as able to accept direct deposits.

Payroll deductions are available to all permanent full-time Engineers who execute a suitable written deduction authorization for the following purposes:

- ◆ Periodic Union dues, agency fees and assessments included in monthly dues (not including fines and penalties) payable to the Union.
- ◆ Other purposes as from time to time designated by the Company.

## **ARTICLE 28 – UNION SHOP AGREEMENT**

- A. Subject to the terms and conditions below, Engineers of the Company subject to this Agreement shall, as a condition of their continued employment under this Agreement, become members of the BLET within sixty (60) calendar days of the date they first perform compensated service under this Agreement, and shall maintain membership in the BLET while subject to the Agreement; provided, however, that this requirement for membership in the BLET shall not be applicable to:
  - ◆ Those to whom membership is not available upon the same terms and conditions as are generally applicable to any other member;
  - ◆ Those to whom membership has been denied or terminated for any reason other than the failure of the engineer to tender the periodic dues, initiation fees and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership in the Union;
  - ◆ Those who are members of another labor organization as permitted by Section 2, Eleventh (c) of the Railway Labor Act, as amended; or

- ◆ Those who elect not to join the Union, in which case they shall be required to remit to the Union a monthly agency fee which shall not be in excess of the standard monthly dues required of members.
- B. Engineers, who are assigned or transferred for a period of one (1) calendar month or move to employment not covered by such Agreement, or who are on leave of absence for a period of one (1) calendar month or more, may not be required to maintain membership as provided in this Rule so long as they remain in such other employment, or on such leave of absence, but they may do so at their option. If and when such Engineers return to service covered by this Agreement, they shall comply with the provisions of this Rule within one (1) calendar month of such return to service.
- C. Every Engineer required by the provisions of this Rule to become and remain a member of the BLET shall be considered by the Company to be a member of the BLET unless the Company is advised to the contrary in writing by the General Chairman. The General Chairman shall be responsible for initiating action to enforce the terms of this Rule.
- D. The General Chairman shall furnish to the Company, in writing, the name and roster number of each Engineer whose seniority and employment the BLET requests be terminated by reason of failure to comply with the membership requirements of this Rule.
- E. In the event the Company wishes to dispute the correctness of the BLET's position, it shall so notify the General Chairman within ten (10) calendar days of receipt of the notice from the latter, stating the reasons therefor. If, (1) no such exception is taken by the Company, or (2) the BLET does not withdraw its request within ten (10) calendar days from the date of the notice of exception, the Company shall transmit to the Engineer at his last known address, through certified United States Mail, return receipt requested, a notice of termination and a copy of the BLET's request, a copy of which shall be furnished to the General Chairman.
- F. Dispute Resolution Process
  1. Any Engineer so notified who disputes the charge that he has failed to comply with union membership requirements will, within ten (10) calendar days from the date of such notice, request the Company in writing to accord him a formal hearing. Such a request will be honored by the Company and a date set for the formal hearing as soon as possible, but within ten (10) calendar days of the date of the receipt of the request. A copy of the notice of such formal hearing will be given to the General Chairman. The receipt by the Company of a request for a hearing will stay action on the request by the General Chairman for termination of the Engineer's employment until the formal hearing is held and the final decision is rendered. If the Engineer concerned fails to request a formal hearing as provided for herein, the Company will proceed to terminate his employment at the end of thirty (30) calendar days from receipt of the request from the General Chairman, unless the Company and the BLET agree otherwise in writing.
  2. The Company will determine on the basis of evidence produced at the formal hearing whether or not the Engineer has complied with the union membership requirements, and will render a decision accordingly. Such a decision will be

rendered within ten (10) calendar days of the hearing date, and the Engineer and the General Chairman will be promptly notified. A transcript of the hearing will be furnished to the General Chairman. If the decision is that the Engineer has not complied with union membership requirements, his employment as an Engineer will be terminated within ten (10) calendar days of the date of the decision, unless the Company and the BLET agree otherwise in writing.

3. If the decision of the Company is not satisfactory to the Engineer or to the BLET, it may be appealed in writing directly to the highest officer of the Company designated to handle appeals. Such appeal must be received within ten (10) calendar days of the date of decision appealed from, and the decision on such an appeal will be rendered within twenty (20) calendar days of the date the appeal is received. The decision by the highest appeals officer of the Company designated to handle appeals will be final and binding unless, within thirty (30) calendar days thereafter, the Company is notified in writing that the decision is unsatisfactory, and in such event, the dispute may be submitted to a tribunal having jurisdiction within six months of the date of such decision. A representative of the General Chairman will have the right to be present at and participate in any hearing which involves the BLET.
- G. The BLET shall indemnify and hold harmless the Company against any and all claims, demands, suits or other forms of liability that arise out of or by reason of any action taken or not taken by the Company pursuant to this Article.

## **ARTICLE 29 – HANDLING OF TIME CLAIMS AND GRIEVANCES**

### **Section 1 Representation**

- A. The Brotherhood of Locomotive Engineers and Trainmen shall have the exclusive right to represent all engine service employees (other than those who are members of a craft represented exclusively by another labor organization) in company level grievance, claim and disciplinary proceedings on those Companies on which the BLET is the lawfully recognized or certified collective bargaining representative for that craft.
- B. The General Committee of Adjustment, Brotherhood of Locomotive Engineers and Trainmen, will represent all Engineers in the making of contracts, rates, rules, working agreements and interpretations thereof.
- C. It is agreed that the dividing line of jurisdiction to control craft conditions is at the point of entry into the one craft or the other.
- D. It is agreed that, absent the concurrence of the General Chairman of the BLET, the Company will not deal with a representative of any other organization concerning an interpretation or change of any rule, benefit or working condition subject of this Agreement.
- E. All disputes involving Engineers will be handled in accordance with the provisions of this Agreement as interpreted by the BLET General Committee and the Company.

## **Section 2 Handling Of Claims And/Or Grievances Other Than Discipline Appeals**

- A. All claims or grievances must be presented electronically by the Engineer involved, or on behalf of the Engineer by his Local Chairman, to the officer of the Company authorized to receive same within sixty (60) days from the date of occurrence on which the claim or grievance is based. Should any such claim or grievance be disallowed, the Company shall, within sixty (60) days from the date it is received, notify the Engineer or his Local Chairman in writing of the reason(s) for such disallowance. Should the Company fail to issue timely declination of the claim or grievance, it will be allowed as entered, however such allowance will not constitute a precedent for other similar claims or grievances.
- B. In the event the claim or grievance is disallowed, the BLET Local Chairman may, within 60 days from the date it is received, appeal the matter to the Superintendent. If the claim or grievance is not appealed, the disallowance shall stand, however the disallowance shall not constitute a precedent for other similar claims and grievances.

In the event the appeal is disallowed, the Superintendent shall, within 60 days from the date it is received, notify the Local Chairman electronically of the reason(s) for such disallowance.

Should the Superintendent fail to issue timely notification of the declination of the appeal, the claim or grievance will be allowed as entered, however such allowance will not constitute a precedent for other similar claims or grievances.

- C. Claims declined under Section 2 (B) of this Article shall be appealed electronically by the BLET General Chairman to the Company's Director Labor Relations, or designate, within 60 days of the disallowance. If the claim or grievance is not appealed, the disallowance shall stand, however the disallowance shall not constitute a precedent for other similar claims and grievances. The Director, or his designate, shall, within 60 days from the receipt of the appeal, notify the General Chairman of the allowance or declination of the claim. Should the Director or designate fail to timely notify the General Chairman of such declination, the claim will be allowed as entered, however such allowance shall not constitute a precedent for other similar claims.
- D. Claims and grievances disallowed by the Company pursuant to Section 2 (C) will be barred from further handling unless, not less than 30 days prior to the next scheduled meeting date of the Labor/Management Resolution Committee, the General Chairman lists the unresolved claim or grievance to the Committee.
- E. The Committee will consider the entire record of each dispute submitted to it. Decisions made pursuant to this process will be written by the Company within forty-five (45) days of the meeting date and will represent the final and binding decision on such grievances. The handling of claims and grievances by the Committee will constitute any "conference" prerequisite to submission of disputes to a public law board tribunal established pursuant to law or by agreement.
- F. In the event that a majority of the Committee does not agree on the resolution of a particular grievance, either party may initiate proceedings before a tribunal established

pursuant to law or by agreement within six months of the Committee's written decision having been rendered.

- G. Nothing in this Section shall preclude an agreement by the parties to conference claims or grievances independent of the procedures set forth in Section 2 (D) of this Article. Such conference as may be agreed to will constitute any "conference" prerequisite to the submission of disputes involving claims and/or grievances to a tribunal established pursuant to law or by agreement for the final adjudication of such disputes.
- H. Written correspondence requirements may be met by transferring documents electronically. Upon notice by the Company, all Claims and Grievances must be submitted via the Company's designated electronic systems.

## **ARTICLE 30 – INVESTIGATIONS AND DISCIPLINE**

### **Section 1 - Investigations**

- A. Except as otherwise provided in this Agreement, no Engineer shall be suspended or discharged without just cause and without a fair and impartial hearing.
- B. An Engineer directed to attend a formal hearing to determine the individual's responsibility, if any, in connection with an occurrence or incident shall be notified in writing within ten (10) days from the date of the occurrence. When the occurrence is not of a nature immediately known to the Engineer's supervisor(s), the notification must be within ten (10) days of the time they have first knowledge thereof. The notice shall contain a clear and specific statement of the date, time, place and nature of the occurrence or incident that is to be the subject of the hearing.
- C. The notice shall inform each Engineer so notified of the right to representation and the right to bring in witnesses.
- D. If prior to the hearing, disposition of the charges is made on the basis of the Engineer's acknowledgement of responsibility, the disposition shall be reduced to writing and signed by the Engineer, his representative and the Company official involved and shall incorporate a waiver of hearing and shall specify the extent of discipline which will be imposed.
- E. Subject to the following, the hearing shall be held within ten (10) days of the notice. Consistent with the above provisions, postponements of the formal hearing may be requested by either party on reasonable grounds and consent shall not be unreasonably withheld. When Engineers are withheld from service the Company will not be permitted a postponement unless agreed upon by the Union.
- F. At the hearing, a transcript of the proceedings shall be taken. Such transcript shall be prepared within thirty (30) days of the date of the hearing. In the event discipline is assessed, the Engineer shall, upon written request, be furnished with a copy of the transcript.
- G. If the formal hearing results in assessment of discipline, such decision shall be rendered within thirty (30) calendar days from the date the hearing is concluded, and the Engineer shall be notified in writing of the decision.



- H. Witnesses who are directed by the Company to attend a hearing shall be compensated for all time lost and in addition will be reimbursed for actual, reasonable and necessary expenses incurred for each day of the hearing. Employee witnesses who are requested to attend a hearing shall be compensated as though called by the Company if their testimony is material to the matter under investigation.

## **Section 2 Handling of Discipline Appeals**

- A. Discipline decisions reached by the Company pursuant to Article 30 of this Agreement may be adjusted between the Engineer, or by the BLET Local Chairman on his behalf, and the Superintendent, or designate, within 60 days of the issuance of the decision.
- B. Should the matter fail resolution by the Local Chairman and the Superintendent or designate, the Engineer or the BLET General Chairman on his behalf shall appeal, electronically, to the Director Labor Relations, or designate, within 180 days of the date the discipline was assessed, or the appeal will be barred. The Director Labor Relations, or designate, shall notify the General Chairman of the allowance or declination of the appeal within 60 days of the receipt of the appeal. Should the Director Labor Relations fail to timely notify the General Chairman of the declination of the appeal, the claim will be allowed as entered.
- C. The BLET General Chairman will list unresolved discipline appeals with the Director Labor Relations not less than 30 days prior to the next scheduled meeting of the Labor/Management Resolution Committee for handling pursuant to Section 2 (D) of Article 29.
- D. In the event that a majority of the Committee does not agree on the resolution of a particular grievance, either party may initiate proceedings before a tribunal established pursuant to law or by agreement within six months of the Committee's written decision having been rendered.
- E. Nothing in this Section shall preclude an agreement by the parties to conference discipline appeals independent of the procedures set forth in this Article. Such conference as may be agreed to will constitute any "conference" prerequisite to submission of unresolved disputes involving discipline appeals to a tribunal established by law or by agreement for the final adjudication of such disputes.

## **ARTICLE 31 - TIME OFF FOR UNION BUSINESS**

- A. An Engineer who is elected to a full time position with the Brotherhood of Locomotive Engineers and Trainmen shall be granted an unpaid leave of absence for the duration of time he holds such position.
- B. Engineers serving on committees (inclusive of those serving on safety committees as representatives of the Union) will, upon sufficient notice, be granted time off without pay, consistent with the needs of service, to perform committee work. An Engineer whose work is scheduled in two-day increments will be required to take two days leave.

## **ARTICLE 32 – ATTENDING COURT AND INQUESTS**

Engineers who are required to attend court or inquests on behalf of the Company shall be made whole for lost wages.

## **ARTICLE 33 – LEAVE OF ABSENCE**

### **Section 1 – General**

- A. The General Chairman shall be furnished a copy of each leave of absence granted to Engineers.
- B. Engineers may return to work prior to the expiration of a leave of absence when there is no other prohibition.
- C. Engineers who do not return to service at the expiration of their leave of absence, and who have not submitted application for an extension thereof, shall be notified that they are absent without permission and such notice shall instruct them to return to service or to satisfactorily account for their absence within fifteen (15) days or forfeit seniority as Engineer. Engineers who forfeit their seniority as a result of the provisions outlined herein will have their employment relationship with the Company terminated. A copy of the notice to the absent Engineer shall be furnished to the Local Chairman and General Chairman of the Brotherhood of Locomotive Engineers and Trainmen on the territory concerned. It is understood that this Agreement does not prejudice the provisions of schedule agreements relating to protests against changes in seniority rosters.
  - Q. When an engineer returns to service from a leave of absence, where shall he be placed?
  - A.
    - 1) Upon returning to service the engineer shall exercise his seniority to the terminal where he last performed service.
    - 2) If unable to exercise his seniority within the terminal where he last performed service as an engineer he shall exercise his seniority within the district. If the engineer is unable to exercise his seniority within the district he shall then exercise his system rights.

### **Section 2 – Less Than One Year**

Engineers may, upon written application to their employing officer, be granted leave of absence for a period or periods not to exceed one year. Extensions to the one-year period may be granted when agreed to by the Company and the General Chairman of the Brotherhood of Locomotive Engineers and Trainmen.

### **Section 3 – Illness / Injury**

- A. In the event of absence occasioned by illness or injury, Engineers shall be granted leave of absence automatically upon presentation of written application accompanied by appropriate substantiating medical evidence. Such automatic leaves shall not be for a period of more than one year, and extensions thereof shall require a new application and further substantiating medical evidence. In case the Company is not satisfied that

the illness or injury is bona fide, additional evidence may be required to establish same to their satisfaction.

- B. Provided return to service is approved by Medical Services Department, Engineers who have been injured on duty shall be permitted to return to work without signing a release.

**Section 4 – Official / Military**

Unless otherwise provided for in Article 7, Engineers accepting official positions with the Company or the Brotherhood of Locomotive Engineers and Trainmen shall retain their seniority while holding such position, the same as if continuously in engine service. Engineers elected or appointed to public office may be granted leave of absence for the duration of their term of office or appointment. Engineers in military service shall be granted leave of absence in compliance with applicable law and shall not be subject to the provisions of Article 7, Sections 6 and 7 for the duration of their military obligation.

**ARTICLE 34 – JURY DUTY**

Engineers who serve on jury duty will be paid the difference between the amount paid by the Court for such service and the amount of the normal straight time rate of pay they would have earned. No pay will be granted to Engineers for this purpose who are already on vacation, leave of absence, or furlough.

**ARTICLE 35 – RECORD KEEPING**

It is the responsibility of the Engineer to accurately complete his hours of service log and any other time records daily and submit to the designated officer in a timely fashion as required by the Company. It is the responsibility of the Company to appropriately record each transaction that affects Engineer's wages, hours, vacation and personal leave days.

**ARTICLE 36 – BULLETIN BOARDS**

The Company shall provide space on bulletin boards at all home terminals to post notice of union business, provided that such notice(s) shall not include any defamatory or anti-Company material.

**ARTICLE 37 – BEREAVEMENT LEAVE**

Bereavement leave of three (3) consecutive working days shall be allowed, in case of death of an Engineer's "natural" or "step" brother, sister, parent, child, grandparent, spouse or spouse's parent. Engineers involved shall make provision for taking this unpaid leave with their supervisor in the usual manner.

**ARTICLE 38 – CREW CALLING RECORDS**

The Company shall provide each Local Chairman and the General Chairman with access in the Crew Calling Computer system that enables them to research calling records and history.

**ARTICLE 39 – HOUSEKEEPING**

- A. Within one hundred and twenty (120) days following ratification, the Company will make available a revised copy of the current collective agreement, one per each employee subject to this agreement and will provide the General Chairman an electronic copy of such collective agreement.
- B. Housekeeping changes of the language may be made to reflect proper references to the BLET, grammatical errors, spelling errors, etc.

**ARTICLE 40 – GENERAL PROVISIONS**

- A. The purpose of this Agreement is to fix the general level of compensation and rules covering working conditions through December 31, 2017 and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.
- B. Neither party to this Agreement shall serve, prior to June 30, 2017 any notice or proposal for the purpose of modifying, adding to, or deleting the provisions of this agreement to become effective prior to January 1, 2018.
- C. The above provisions do not prohibit the parties from reaching agreements on any subject that may be mutually beneficial and agreeable.
- D. Unless otherwise specified, this Agreement is effective on August 4, 2014. At such time all other agreements in effect between the parties, except for the July 1, 2010 letter concerning calling GEB employees and employees marked off Union Business and those referred to in the Preamble of the Memorandum of Understanding (NMB Mediation Case No. A-13676) dated May 28, 2014, are considered null and void, and this Agreement is the only agreement in effect between the parties.

Signed at Homewood, Illinois, this 4th. day of August, 2014.

**FOR THE COMPANY**

**FOR THE UNION**

*Original signed by:*

*Original signed by:*

\_\_\_\_\_  
T. E. Rice  
Director, Labor Relations

\_\_\_\_\_  
J. W. Reynolds  
General Chairman

*Original signed by:*

*Original signed by:*

\_\_\_\_\_  
D. J. Mandalas  
Manager, Labor Relations

\_\_\_\_\_  
E. A. Hau  
Vice General Chairman

## **Side Letter 1 – Hours of Service**



[www.cn.ca](http://www.cn.ca)

**Southern Region**  
Labor Relations Department

17641 South Ashland Avenue  
Homewood, Illinois 60430-1345

November 19, 2008

Mr. John W. Reynolds  
General Chairman – BLET  
1110 Gertrude Street  
Kaukauna, WI 54130

Dear Mr. Reynolds:

The following confirms our discussion during the just concluded negotiations that resulted in the November 19, 2008 Agreement.

The parties have agreed to a mandatory requirement to renegotiate the compensation terms of the agreement if the hours of service regulations change as a result of any Governmental entity enacting, changing or implementing rest/fatigue rules and/or statutes governing the hours of service in the railroad industry during the time this agreement is in effect.

The parties have agreed that in the event the Company is mandated to reduce an employee's hours of service to less than the ten (10) hour basic day (including any reduction in an employee's productive time due to any definitional changes in hours of service), or less than five (5) starts in a seven (7) day cycle for regular assignments, or less than eleven (11) starts in a fourteen day cycle for Extra Board assignments, the parties will meet within five (5) days of notification of such change. Negotiations shall not exceed three (3) days, unless otherwise mutually agreed and the parties will negotiate a proportional reduction in the hourly and/or the GEB guarantee rate of pay in effect. The parties recognize that factors such as, but not limited to, an increase in the number of employees and the fringe benefit costs, must be considered in the total cost to the Company resulting from a change in the Law. If an agreement on the reduced hourly rate cannot be reached within the time stipulated above, or if the parties disagree on the appropriate amount of the hourly rate, the parties agree to submit the matter for expedited, final and binding arbitration.

Immediately following the failure to reach an agreement within the stipulated period, either party may initiate proceedings by serving written notice of intent on the other party to progress the issue to arbitration. Within (3) three days of the notification to proceed to Arbitration, if unable to agree to a Neutral, the parties will select a Neutral by alternate strike from a fifteen (15) name strike list requested/provided from the National Mediation Board (NMB). Pending the availability of the Neutral, a hearing on the dispute will take place within thirty (30) days of the Neutral's selection. The parties shall bear their respective costs of the proceedings. The parties shall compensate the Neutral in equal part. The Neutral will render a decision in the matter within fifteen (15) days of the conclusion of the hearing unless otherwise agreed, and the decision will be binding on the parties and subject to enforcement as an Award of the National Railroad Adjustment Board.

Finally, the parties recognize that there may be an interim period between the time that any new Legislation may take effect and the time it takes to hire and train any new employees required to comply with the Legislation. The BLET agrees to cooperate with the Company in solving any employee shortage issues, including allowing for temporary relocation from available employees in other seniority districts or the use of any qualified employees if necessary to meet the needs of service.

I trust the foregoing reflects our discussions on this matter.

Yours truly,

**Original signed by:**

R. K. MacDougall  
Sr. Director Labor Relations

I concur:

**Original signed by:**

J.W. Reynolds  
General Chairman

## **Side Letter 2 – Remote Control Operations**



[www.cn.ca](http://www.cn.ca)

### **Southern Region**

Labor Relations Department

17641 South Ashland Avenue  
Homewood, Illinois 60430-1345

November 19, 2008

Mr. John W. Reynolds  
General Chairman – BLET  
1110 Gertrude Street  
Kaukauna, WI 54130

Dear Mr. Reynolds,

The following confirms our discussion during the just concluded negotiations that resulted in the November 19, 2008 Agreement. The parties have agreed to a mandatory requirement to renegotiate the Remote Control Operation terms of the agreement if the regulations change as a result of any Governmental entity enacting or changing rules and/or statutes governing the minimum number of Remote Control Operators required on a single assignment in the railroad industry during the time this agreement is in effect.

In the event that the Company desires to reduce Remote Control Operations to a single employee operator, and Government Rules and Statutes allow such operations, the parties will meet within five (5) days of notification of such change. Negotiations shall not exceed three (3) days, unless otherwise mutually agreed and the parties will negotiate with a view toward a shared equity in the number of remote control operators with the Brotherhood of Locomotive Engineers and Trainmen. If an agreement cannot be reached within the time stipulated above, the parties agree to submit the matter for expedited, final and binding arbitration.

Immediately following the failure to reach an agreement within the stipulated time frame, either party may initiate proceedings by serving written notice of intent on the other party to progress the issue to arbitration. Within (3) three days of the notification to proceed to Arbitration, if unable to agree to a Neutral, the parties will select a Neutral by alternate strike from a fifteen (15) name strike list requested/provided from the National Mediation Board (NMB). Pending the availability of the Neutral, a hearing on the dispute will take place within thirty (30) days of the Neutral's selection. The parties shall bear their respective costs of the proceedings. The parties shall compensate the Neutral in equal part. The Neutral will render a decision in the matter within fifteen (15) days of the conclusion of the hearing unless otherwise agreed, and the decision will be binding on the parties and

subject to enforcement as an Award of the National Railroad Adjustment Board. The parties agree that any such negotiation or Arbitration may be expanded by either party to include the representative of Engineers on this property.

I trust the foregoing reflects our discussions on this matter.

Yours truly,

**Original signed by:**

R. K. MacDougall  
Sr. Director Labor Relations

I concur: **Original signed by:**

J.W. Reynolds  
General Chairman



## **Side Letter 3 – Pool Service**



[www.cn.ca](http://www.cn.ca)

**Southern Region**  
Labor Relations Department

17641 South Ashland Avenue  
Homewood, Illinois 60430-1345

May 28, 2014

Mr. John W. Reynolds  
General Chairman – BLET  
1320 S. Webster Avenue  
Suite 1  
Green Bay, WI 54301

Dear Mr. Reynolds:

The following confirms our discussion during the just concluded negotiations that resulted in the May 28, 2014 Memorandum of Agreement.

The following conditions shall apply to Engineers in pool service.

1. In lieu of call windows or assignments with regular start times, Pool service may be established at Proctor, Two Harbors and/or Keenan Home Terminals. Such pool service shall be regulated by the Superintendent, or his/her designee, consistent with customer projections. Any combination of call windows, regular assignments and Pool service may be adopted.
2. Pools will be advertised with two consecutive rest days.
3. An Engineer in Pool Service shall be guaranteed a minimum of five (5) Basic Day's pay for a weekly period. One Basic Day's pay shall be used to reduce their guarantee for any 24 hour period, or portion thereof (other than a rest day) an Engineer is unavailable for service as outlined herein. The one-fifth (1/5<sup>th</sup>) of the weekly rate shall be used for prorating the guarantee of an Engineer who is not assigned to the Pool for the full weekly period. All compensation credited to the Engineer during the pay period, except mileage allowances and payments flowing from a violation of this Agreement, will be deducted from that guarantee.
4. Engineers in this service shall be operated on a first in, first out basis, based on tie-up at the home terminal.
5. When an Engineer is off for any reason or misses a call for any service, his/her turn is removed from the pool and he shall be held off the pool board for a minimum of twelve (12) hours. This does not prevent the Company from calling the Engineer if the board is exhausted.

When an Engineer marks up from being off for any reason he shall be placed to the bottom of the board.

Any dispute over the interpretation, application or enforcement of this Side Letter will be handled through the normal grievance process. Any dispute that is not resolved in the

Labor/Management Committee shall be resolved exclusively in accordance with the dispute resolution procedures set forth in Article I, Section 11 of the New York Dock Conditions.

I trust the foregoing reflects our discussions on this matter.

Yours truly,

**Original signed by:**

T. E. Rice  
Director Labor Relations

I concur:

**Original signed by:**

J.W. Reynolds  
General Chairman

**Side Letter 4 – DMIR Weekly Mark**



[www.cn.ca](http://www.cn.ca)

**Southern Region**

Labor Relations Department

17641 South Ashland Avenue  
Homewood, Illinois 60430-1345

May 28, 2014

Mr. John W. Reynolds  
General Chairman – BLET  
1320 S. Webster Avenue  
Suite 1  
Green Bay, WI 54301

Dear Mr. Reynolds:

The following confirms our discussion during the just concluded negotiations that resulted in the May 28, 2014 Agreement.

In order to accommodate the ebb and flow of traffic between the mines and the docks, positions shall be assigned on a weekly or bi-weekly basis.

Any dispute over the interpretation, application or enforcement of this Side Letter will be handled through the normal grievance process. Any dispute that is not resolved in the Labor/Management Committee shall be resolved exclusively in accordance with the dispute resolution procedures set forth in Article I, Section 11 of the New York Dock Conditions.

I trust the foregoing reflects our discussions on this matter.

Yours truly,

**Original signed by:**

T. E. Rice  
Director Labor Relations

I concur:

**Original signed by:**

J.W. Reynolds  
General Chairman

## **Side Letter 5 – Employees Protected at Schiller Park**



[www.cn.ca](http://www.cn.ca)

**Southern Region**  
Labor Relations Department

17641 South Ashland Avenue  
Homewood, Illinois 60430-1345

May 28, 2014

Mr. John W. Reynolds  
General Chairman – BLET  
1320 S. Webster Avenue  
Suite 1  
Green Bay, WI 54301

Dear Mr. Reynolds:

The following confirms Article IX – Schiller Park of the October 10, 2012 Merger Implementing Agreement.

The below listed Engineers employed at Schiller Park, Illinois, shall not be subject to forced relocation from Schiller Park. They shall be required to protect vacancies within District 1 in accordance with established calling procedures. If any employee voluntarily leaves Schiller Park or is no longer qualified for Engine Service, their individual point protection at Schiller Park shall cease.

Foley, G.S.	Lang, D.M.	Weart, R.W.
Baker, M.D.	Arce, W.O.	Karacson, T.L.
Winston, H.J.	Amel, D.J.	Jude, O.L.
Eisengart, N.T.	Alexander, J.T.	

Any dispute over the interpretation, application or enforcement of this Side Letter will be handled through the normal grievance process. Any dispute that is not resolved in the Labor/Management Committee shall be resolved exclusively in accordance with the dispute resolution procedures set forth in Article I, Section 11 of the New York Dock Conditions.

I trust the foregoing reflects our discussions on this matter.

Yours truly,

**Original signed by:**

T. E. Rice  
Director Labor Relations

I concur:

**Original signed by:**

J.W. Reynolds  
General Chairman

**Side Letter 6 – Chicago Implementing Agreement**



[www.cn.ca](http://www.cn.ca)

**Southern Region**  
Labor Relations Department  
  
17641 South Ashland Avenue  
Homewood, Illinois 60430-1345

May 28, 2014

Mr. John W. Reynolds  
General Chairman – BLET  
1320 S. Webster Avenue  
Suite 1  
Green Bay, WI 54301

Dear Mr. Reynolds:

The following confirms our discussion during the just concluded negotiations that resulted in the May 28, 2014 Agreement regarding the Chicago Terminal Implementing Agreement.

The terms and conditions of the BLET Chicago Terminal Implementing Agreement effective November 1, 2004 remain in effect. Should the provisions of the May 28, 2014 Agreement conflict with the terms and conditions contained in the BLET Chicago Terminal Implementing Agreement, the BLET Chicago Terminal Implementing Agreement will apply.

I trust the foregoing reflects our discussions on this matter.

Yours truly,

**Original signed by:**

T. E. Rice  
Director Labor Relations

I concur:

**Original signed by:**

J.W. Reynolds  
General Chairman

**Side Letter 7 – Retroactive Back-pay**



[www.cn.ca](http://www.cn.ca)

**Southern Region**  
Labor Relations Department  
17641 South Ashland Avenue  
Homewood, Illinois 60430-1345

May 28, 2014

Mr. John W. Reynolds  
General Chairman – BLET  
1320 S. Webster Avenue  
Suite 1  
Green Bay, WI 54301

Dear Mr. Reynolds:

This following shall confirm our discussions during the just concluded negotiation that resulted in the May 28, 2014 Memorandum of Agreement.

All active Engineers shall receive retroactive back-pay in accordance with the scheduled General Wage Increases of this Agreement commencing from July 1, 2012 through and including the effective date of this agreement. Back-pay will not include reimbursable expenses such as mileage and meal allowances. Vacation pay will be adjusted to reflect retroactivity with respect to pay rates but will not be based on the 1/52<sup>nd</sup> formula until after the effective date of this Agreement. Retroactive back-pay shall be paid within thirty (30) to forty-five (45) days subsequent to the effective date of this Agreement.

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

Yours truly,

**Original signed by:**

T. E. Rice  
Director Labor Relations

I concur:

**Original signed by:**

J.W. Reynolds  
General Chairman

**Side Letter 8 – Clarification of Intent**



[www.cn.ca](http://www.cn.ca)

**Southern Region**  
Labor Relations Department  
17641 South Ashland Avenue  
Homewood, Illinois 60430-1345

May 28, 2014

Mr. John W. Reynolds  
General Chairman – BLET  
1320 S. Webster Avenue  
Suite 1  
Green Bay, WI 54301

Dear Mr. Reynolds:

The following confirms our discussion during the just concluded negotiations that resulted in the May 28, 2014 Memorandum of Agreement.

During our discussions the Parties agreed that the Highest Designated Officer of the Company and the BLET General Chairman shall meet in conference, if necessary, in order to consummate mutually agreed upon interpretation(s) to this Agreement.

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

Yours truly,

**Original signed by:**

T. E. Rice  
Director Labor Relations

I concur:

**Original signed by:**

J.W. Reynolds  
General Chairman

## **Side Letter 9 – Passport Reimbursement**



[www.cn.ca](http://www.cn.ca)

**Southern Region**  
Labor Relations Department

17641 South Ashland Avenue  
Homewood, Illinois 60430-1345

November 19, 2008

Mr. John W. Reynolds  
General Chairman – BLET  
1110 Gertrude Street  
Kaukauna, WI 54130

Dear Mr. Reynolds:

The following confirms our discussion during the just concluded negotiations that resulted in the November 19, 2008 Agreement.

During our discussion the parties discussed the impact of the Intelligence Reform and Terrorism Prevention Act of 2004, which currently requires that by January 1, 2008, all land travelers will need a valid passport to enter and re-enter the United States. A similar legal requirement also applies to entry/re-entry into Canada.

In an effort to minimize this impact, the Company has agreed to reimburse any engine service employee with an established seniority date prior to the effective date of this Agreement and is required to obtain a valid passport in order to perform service for the Company, for the initial cost of the passport. This reimbursement is contingent on all of the following:

1. It being a requirement of service.
2. It being a first-time passport and not a renewal.
3. Proper documentation being submitted for reimbursement.

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

Yours truly,

**Original signed by:**

R. K. MacDougall  
Sr. Director Labor Relations

I concur:

**Original signed by:**

J.W. Reynolds  
General Chairman



**Side Letter 10 – Claims Settlement**



[www.cn.ca](http://www.cn.ca)

**Southern Region**  
Labor Relations Department

17641 South Ashland Avenue  
Homewood, Illinois 60430-1345

May 28, 2014

Mr. John W. Reynolds  
General Chairman – BLET  
1320 S. Webster Avenue  
Suite 1  
Green Bay, WI 54301

Dear Mr. Reynolds:

The following confirms our discussion during the just concluded negotiations that resulted in the May 28, 2014 Agreement, that all outstanding claims and grievances, other than those involving disciplinary action, based on an occurrence prior to May 28, 2014, are considered resolved without prejudice to the position of either party and with the understanding that such settlements will not be cited by either party in any future case, nor used by either party to allege that the other has agreed to a particular practice.

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

Yours truly,

**Original signed by:**

T. E. Rice  
Director Labor Relations

I concur:

**Original signed by:**

J.W. Reynolds  
General Chairman

## **ATTACHMENT "A"      STANDING BID**

Assignment to positions shall be governed by seniority. A standing bid system will operate and employees' job preferences will be maintained in crew calling system and can be updated under the following rules. Upon implementation of this standing bid process, training shall be offered to Employees to assist in this transition.

This procedure permits employees to submit their choice for assignments in order of preference and such assignments will be awarded to employees based upon their relative seniority standing.

### **Definitions**

C.O.C. – Change of Card

C.O.C. Day - 0001 Monday

P - Initial used herein to designate a Permanent position with a 28 or 120-day cycle

T - Initial used herein to designate a Temporary position with a 7-day cycle

P-C.O.C.=Permanent Change of Card, will occur each 28 or 120-day cycle at 0001 Monday

T-C.O.C.=Temporary Change of Card, will occur each 7-day cycle at 0001 Monday

Permanent Vacancy – Any known vacancy in excess of 28 days

Temporary Vacancy – Any known vacancy of at least 7 but less than 29 days.

### **SECTION 1 Submitting Choices**

- A. All Permanent Vacancies will be filled based upon the preferences Employees have submitted on their Permanent C.O.C. (Change of Card).
- B. Temporary Vacancies will be filled in accordance with the provisions contained herein. Employees will be permitted to submit changes or insert new assignments to their T-C.O.C. (Temporary Change of Card) Form weekly between 0001 Sunday to 2359 Friday.

Note 1: There are no Temporary Vacancies on the GEB.

Note 2: All full week vacations, regardless of duration, are considered Temporary Vacancies and shall be filled in conjunction with the Employees' T-C.O.C.

- C.
  - 1. Employees will be permitted to insert new assignments to their P-C.O.C. (Permanent Change of Card) Form weekly between 0001 Sunday to 2359 Friday.
  - 2. The last week (Sunday to Friday) of each 28 or 120-day period Employees will be permitted to submit changes to their P-C.O.C. (Permanent Change of Card) Form. Changes may be submitted between 0001 Sunday to 2359 Friday during the last week in each 28 or 120-day period.
- D. For both Permanent and Temporary C.O.C. (Change of Card), changes may be made by phone when unable to be made by computer, such as an Employee returning from vacation, leave of absence or discipline, etc.

Note: Changes by phone not received by 2359 Friday preceding board change day will not be accepted. Previous board change card will remain in effect.

- E. Employees will be allowed to delete positions from their P-C.O.C. (Permanent Change of Card) Form except for the permanent position currently assigned to them. Deletions can be made between 0001 Sunday to 2359 Friday. The change will be effective on the next T-C.O.C. (Change of Card) day.

### **Abolishment of Assignments**

- F. The Company will, when possible, abolish and/or establish assignments to be effective at 0001 on Monday of any given week. Newly established assignments that are bulletined after 2359 on a Friday will be run extra until the assignment is awarded by Standing Bid. When it is not possible for the Company to abolish an assignment to be effective 0001 hours on Monday of any given week, Employees will have full rights to:

If the assignment is immediately re-established, at the Engineer's option the Engineer may remain on the assignment or be assigned to the Guaranteed Extra Board.

Engineers will be assigned to the Guaranteed Extra Board until the next C.O.C. Day when they will be assigned in accordance with their applicable C.O.C. Form (Perm/Temp) subject to the provisions contained herein.

As a result of the application of the above, Engineers who are placed to the Guaranteed Extra Board will:

- i) For the remainder of the week be afforded a guarantee payment of a basic day's pay for each day if the employee is available for the calendar day and does not perform any compensated service, and was available immediately after notification of the abolishment.
- ii) Upon request of the employee, be assigned by the CMC with Sunday as a rest day if the employee has not had a day-off in the prior 7 days.

### **SECTION 2 ASSIGNMENT OF EMPLOYEES**

- A. 1. Calling windows (spread time) will be adjusted so as not to overlap 0001 Monday C.O.C. (Change of Card) Day. Regular assigned employees with a calling window prior to 0001 Monday are subject to fulfill the requirements of their previous assignment up until 2359 Sunday by either working or being annulled and will not be considered placed in accordance with their Standing Bid Card until the employee is available, and the assignment is subject to call at the home terminal.
2. At each C.O.C. (Change of Card) day, Employees will be assigned based upon their tie up time at the home terminal from their last tour of duty, in accordance with their C.O.C. (Change of Card) Form. Employees newly assigned to the Guaranteed Extra Board will be assigned in accordance with Article 11 C. If two or more Employees have the same tie-up, they will be placed at the bottom of the board in accordance with their seniority.

3. Engineers will be notified on Saturday by 2359 hours prior to C.O.C. if they will be on a different assignment on C.O.C. Day and if this does not happen regularly, the General Chairman and the Director Labor Relations, or their respective designates, will meet within 30 days to discuss and resolve.
- B. When it is known at least 48 hours prior to a C.O.C. (Change of Card) day that an Employee will be off the working board for the entire adjustment period, the Employee will be unassigned at the C.O.C. (Change of Card) Day, and the next senior Employee indicating their preference will be assigned.
  - C. When it is known at least 48 hours prior to a C.O.C. (Change of Card) day that an Employee who was previously unassigned will become available within the next period, that Employee will be assigned in accordance with Section 1 Paragraph B & C herein.
  - D. Employees returning to work from an extended absence of unknown duration after a C.O.C. (Change of Card) day (or after the 23:59 Friday cut-off) will be assigned by the Crew Management Center to the Guaranteed Extra Board until the next C.O.C. (Change of Card) day when their C.O.C. (Change of Card) Form can take effect. A position on the GEB will be created if none exists. The Employee assigned to the GEB will receive payment as described in Section 1 Paragraph F (i) herein.
  - E. In the event there are no bids for an assigned position, it will be filled in accordance with the following:
    1. Senior Employee who was displaced on C.O.C. (Change of Card) Day and does not have any recorded positions left; if none,
    2. Senior Employee who does not record any bids; if none,
    3. Junior Employee on the Extra Board nearest via highway miles to the location where the vacancy exists if there is a surplus; if none,
    4. Senior demoted Employee not working as such within the terminal; if none,
    5. The senior demoted Employee on the Seniority District nearest via highway miles to the location where the vacancy exists; if none,
    6. The junior Employee on the Seniority District who is occupying a GEB that is defined as having a surplus number of employees, and is nearest via highway miles to the location where the vacancy exists.
  - F. An Employee who does not record all available positions will, when unable to hold positions recorded, be assigned in the following manner:
    1. Unfilled position at the home terminal, if none,
    2. Unfilled position on the GEB at the home terminal, if none,

3. Will be assigned to the Guaranteed Extra Board at such employee's home terminal with an assigned rest day(s) as determined by the CMC and consistent with Article 8 Section 1 D.

Article 11 A will apply when GEB Employees are awarded a different off day.

Example: Employee A has Friday as his regular day off. Employee A is displaced off Friday as his day off and is notified the Saturday before C. O. C. day that he will be assigned Monday as his new day off at 0001 hours on Monday. Employee A will not be called for service that commences after 2000 hours on the Sunday that precedes the change in his day off.

### **SECTION 3 STANDING BID QUESTIONS & ANSWERS**

Employees that are awarded Sunday/Monday as their days off on the GEB, displaced from Sunday and Monday while on the GEB, or their regular GEB assigned rest day combination of Sunday/Monday in the first or second week of the biweekly pay period is abolished, the following will apply:

1. If displaced Employee's choice is to remain on the GEB with different rest days, the Employee will observe the rest day of Monday and the new rest day(s) will take effect the **following week**.
2. If displaced GEB Employee decides to exercise seniority to a new assignment other than the GEB, the Employee must protect the new assignment on Monday and assume the rest day(s) of the assignment.
3. The Employee awarded a Sunday/Monday combination for days off on the GEB will only observe the Monday portion of the Sunday/Monday combination if such combination is already being observed on the Sunday prior to the effective day (Monday) of the award.

Example: Employee Jones awarded a Sunday/Monday day off combination on the GEB, displacing a junior Employee Brown off the Sunday/Monday combination. The displacement does not take effect until Monday and Employee Brown is already observing Sunday as one of his regular days off.

Question 1: Will Employee Brown also observe Monday as his regular assigned day off?

Answer 1: Yes, but only if Employee Brown stays on the GEB and is assigned a new combination of days off, which will take effect the following week.

Question 2: What if Employee Brown is assigned another assignment that is other than the GEB?

Answer 2: Employee Brown will not observe Monday as his regular day off and he will assume the regular day(s) off of his new assignment.

Question 3: What day(s) off will Employee Jones observe?

Answer 3: Under this example Employee Jones will only observe Monday since the standing bid takes effect on Monday.

Question 4: Will Employee Jones or Brown be subject for Call at 6:00 p.m. or after on Sunday?

Answer 4: No.

Question 5: Instead of being displaced by the standing bid Employee Brown's Sunday/Monday combination is abolished on Monday of the Sunday/Monday combination. What are Employee Browns' options?

Answer 5: The same as indicated in Questions 2 and 3.

## **ATTACHMENT "B"      TEMPORARY TRANSFERS**

The following confirms our discussion during the negotiations that resulted in the May 28, 2014 Agreement regarding overcoming temporary shortages of Engineers. To help address those service issues, the parties agreed to the following:

### **Internal WC Temporary Transfer**

Positions will be advertised seven (7) days in advance of an anticipated temporary shortage of Engineers at a specific location(s). Applicants will be selected based upon seniority and the requirements of service at each applicant's home terminal, qualifications being equal. Should temporarily transferred engineers come from more than one terminal, their relative seniority standing among themselves, on the district to which transferred, shall be based their system seniority.

Successful applicants may be required to protect service at the shortage location for a minimum of thirty (30) days but not to exceed one (1) year, unless released by the Company earlier. These time frames may be extended as mutually agreed by the Company, the engineer and the General Chairman of the BLET. The Company may offer engineers incentives to temporarily transfer to another seniority district, provided that such incentives are identical for all those engineers temporarily transferring to that same district.

### **Temporary Transfer from Other CN properties**

If the need for temporary engineers is still not fulfilled after utilizing those Temporary Transfer provisions, of if work load demands do not permit the release of employees from other terminals to such temporary transfers, offers to engineers from other CN properties to work on WC temporarily may be posted according to the terms and conditions set forth below.

The positions on WC will be considered temporary positions, and engineers may be required to work on the WC for up to 59 days.

If all such temporarily transferred engineers are from the same seniority district on their home road, they shall rank among themselves in order as on their home seniority district roster. In the event temporarily transferred engineers are from more than one seniority district or more than one road, their standing among themselves on the WC district to which they temporarily transfer shall be based their earliest seniority date as engineer on a CN property.

At the discretion of the General Manager, engineers may be offered additional temporary assignment(s) (not to exceed an additional 59 days) at the conclusion of the initial assignment. In the event not all temporary engineers can be released simultaneously, volunteers will be released in seniority order. If there are not enough volunteers, engineers will be released in reverse seniority order.

At the end of every 59 day period (or when released), temporary Engineers will relinquish their rights to work on the WC and must return to their home property, unless otherwise mutually agreed between the General Manager and the General Chairman.

When engineers from other properties are to be used on WC, an equal number of WC demoted engineers must be returned to engine service unless the Carrier can not release them due to the requirements of the service. On a one for one basis, WC demoted engineers

who are not returned to engine service for this reason shall be credited with one (1) month of service towards Employment Security for each month other engineers are used on WC property. (Example: if 5 IC engineers are borrowed out to WC, then up to 5 WC demoted engineers who were not returned to engine service due to service requirements in their district shall, based on their relative seniority date as engineer, receive credit toward the 60 month service threshold.)

### **Temporary Transfer to other CN properties**

The need for WC engineers to work on another CN property temporarily may be posted to enable interested engineers from WC to accept transfer to another CN property on a temporary basis according to the terms and conditions set forth below.

The General Manager will determine the number of WC Engineers who may be released to accept temporary transfer to another property.

Subject to final approval by the General Manager, Engineers will be permitted to transfer based on their seniority and the requirements of service in their home District.

Engineers approved to work on another CN property will be granted a Leave of Absence. The leave of absence shall expire seventy-two (72) hours from the time the engineer is notified of his/her release from the other property and they shall immediately thereafter mark up for service in their home district. WC engineers shall not lose their WC seniority as a result of anything resulting from their temporary employment on another property, unless they fail to mark up or return to service on the WC upon conclusion of their leave of absence.

Engineers will not make less than a basic day when available and protecting (other than rest days) on another property. All time worked and available by WC engineers while on a temporary assignment on another property will be counted towards any applicable WC employment time with regards to seniority accrual, vacation and PLD qualification and Health & Welfare benefits. Engineers on temporary assignments on another property shall be allowed Company provided lodging. Engineers on temporary assignments shall be reimbursed for the necessary costs of transportation, which shall be at the standard driving allowance allowed by the IRS, from their home (WC) terminal to the location of the Company provided lodging. At the conclusion of their leave of absence, WC Engineers shall be reimbursed for the necessary costs of transportation, which shall be at the standard driving allowance allowed by the IRS, from their Company provided lodging to their home (WC) terminal.

WC engineers accepting temporary transfer to another property will continue to be covered under the applicable Health & Welfare and benefit provisions as contained in the existing WC/BLET Collective Bargaining Agreement.



**ATTACHMENT "C" – EMPLOYEES FORCED OUT OF DESIRED HOME  
TERMINAL**

S. M. Nivarel -- Superior