

Agreement between

**Illinois Central Railroad Company (IC)
Wisconsin Central LTD (WC)**



and its Employees

Represented by

Brotherhood of Locomotive Engineers and Trainmen



It is hereby agreed:

Article 1 – Borrow-Out Agreement

Section 1

The need for temporary engineers to work on IC may be posted to enable interested engineers from WC to accept transfer to IC on a temporary basis according to the terms and conditions set forth herein.

Section 2

The General Manager will determine the number of WC Engineers that may be released to accept temporary transfer to IC.

Section 3

Subject to final approval by the General Manager, Engineers will be permitted to transfer based on their standing on the WC Engineers seniority roster.

Section 4

The positions on IC will be considered temporary positions, not to exceed 59 days in duration. Engineers accepting temporary transfer to IC will be granted a leave of absence status from WC for the duration of their temporary assignment on IC.

Section 5

Once qualified to work on IC, temporary engineers shall be assigned to a Borrow-Out Supplemental Board (BSB) established as a result of this Agreement. Engineers assigned to the BSB will operate on a first-in, first out basis and will not have scheduled rest days. Engineers on the BSB shall be called for service only after the GEB at the location of the BSB is exhausted.

Section 6

WC engineers assigned to the BSB shall be paid the WC guaranteed extra board rate of pay, in addition to any income provided under the applicable IC agreement. WC Engineers shall be provided one meal allowance (\$15.00) per day and Company provided lodging. 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 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.

Section 7

WC engineers assigned to a BSB on IC will not establish IC seniority and will be governed by the rules and working conditions of the applicable IC/BLET Collective Bargaining Agreement except as otherwise provided for herein.

Section 8

WC engineers assigned to a BSB on IC will be required to protect work on IC for 59 days, unless released sooner by the General Manager. At the discretion of the General Manager, WC engineers may be offered additional temporary assignment(s) (not to exceed an additional 59 days) at the conclusion of their initial assignment. In the event not all WC engineers can be released together, volunteers will be released in seniority order. If there are not enough volunteers, WC engineers will be released to return to WC in reverse seniority order.

Section 9

At the end of every 59 day period (or when released), WC Engineers will relinquish their rights to work on the IC. The leave of absence shall expire seventy-two (72) hours from the time the WC engineer is notified of his/her release from IC and they shall immediately thereafter mark up for service on a WC assignment in accordance with their WC seniority. WC engineers shall not lose their WC seniority for anything resulting from their temporary employment on IC, unless they fail to return to service upon conclusion of their leave of absence.

Section 10

All time worked and available by WC engineers on IC temporary assignments will be counted towards any applicable WC employment time with regards to seniority accrual, vacation and PLD qualification and Health & Welfare benefits.

Section 11

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

Section 12

When WC engineers are to be used on IC, all IC demoted engineers must be afforded opportunity to borrow out under the same conditions unless the Carrier can not release them to transfer due to the requirements of the service in their existing seniority district. On a one for one basis, IC demoted engineers who request but are not released to transfer for this reason shall be credited with one (1) month of service towards Employment Security for each month WC engineers are used on IC property. (Example: if 5 WC engineers are borrowed out to IC, then up to 5 IC demoted engineers who requested but were denied transfer due to service requirements in their district shall, based on their relative seniority date as engineer, receive credit toward the 60 month service threshold.)

When the Carrier intends using WC engineers under this agreement, the Carrier will notify the General Chairman of the location(s) involved and if there are multiple locations, IC engineers who are permitted to transfer will have preference to select locations ahead WC engineers.

Article 2 – Familiarization Trips

WC engineers will be provided a sufficient amount of familiarization trips. The number of familiarization trips will be subject of consultation between the respective IC General Chairman and the Superintendent. Engineers shall make Familiarization trips in the order as directed by the Company.

Article 3 – Effect of this Agreement

This Agreement shall not establish a precedent regarding transfer between seniority districts or Railroads and will not be referred to by either party in any dispute in the future.

Section 1

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

Signed this _____ day of _____ 2012, at Homewood, Illinois

**FOR BROTHERHOOD OF LOCOMOTIVE
ENGINEERS AND TRAINMEN:**

**FOR
WISCONSIN CENTRAL LTD
ILLINOIS CENTRAL RAILROAD
COMPANY:**

J. W. Reynolds
General Chairman, WC
JWR – pending approval of National President
10-19-12

D. M. Taylor
General Manager

C. E. Craddock
General Chairman, IC

J. C. Klaus
General Manager

CEC
10-19-12

T. E. Rice
Director Labor Relations