

**AN  
AGREEMENT  
BETWEEN**

**WISCONSIN CENTRAL TRANSPORTATION CORPORATION**



**AND**

**ITS EMPLOYEES REPRESENTED BY  
UNITED TRANSPORTATION UNION  
(On the former WC, FV&W and SSAM)**



**March 12, 2007**

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**An Agreement Between**

**WISCONSIN CENTRAL TRANSPORTATION CORPORATION**

**And**

**Its Employees Represented By  
UNITED TRANSPORTATION UNION  
TRAINMEN  
on the former  
Wisconsin Central Ltd.  
Fox Valley & Western Ltd.  
Sault Ste. Marie Bridge Company**

**PREAMBLE**

This Agreement is intended to provide enhanced quality of life, employment security and compensation enhancements to the UTU membership in addition to providing operating flexibility to the Company, resulting in increased productivity.

By mutual agreement the Memorandum of Agreement effective August 1, 2002, all Local Agreements, and all Letters of Understanding between the Wisconsin Central Transportation Corporation and its Employees represented by United Transportation Union (former Wisconsin Central Ltd., Fox Valley & Western Ltd., and Sault Ste. Marie Bridge Company), with the exception of the Merger Implementing Agreement/Chicago Implementing Agreement dated January 28, 2006 and all Side Letters attached to said Agreement, are hereby abrogated in their entirety and the following, shall apply in substitution thereof. Therefore; **it is hereby agreed:**

**ARTICLE 1 – PURPOSE**

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 a Conductor (Trainman).

This Agreement is founded on a principle of paying for Trainmen's time on an all-inclusive basis and contemplates that in order for the operation to be successful, individuals shall perform all duties requested of them, subject to the provisions contained herein.

**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 replaces any and all existing Agreements, unless otherwise provided, and introduces changes in the workplace. In recognition of this, a committee consisting of the UTU General Chairperson, a UTU Member appointed by the General Chairperson, and the Company's General Manager(s) Operations and Sr. Director Labor Relations or their respective designates, two from each party, shall be established. This committee shall be known as the Labor / Management Committee, and shall meet semi-annually, unless otherwise mutually agreed, to review the application of this Agreement.

### ARTICLE 3 – RECOGNITION

- A. This Agreement covers all Trainmen employed by the Company and represented by the United Transportation Union under the Railway Labor Act, as amended.
- B. The terms “Conductor” and "Trainman" as herein referred to shall include employees represented by the United Transportation Union, except where otherwise specifically provided for herein. The term "Company" shall mean the Wisconsin Central Transportation Company consisting of its subsidiaries Wisconsin Central Ltd., Fox Valley & Western Ltd. and Sault Ste. Marie Bridge Company. The term "Union" or "General Committee" shall mean the United Transportation Union.
- C. The right to make and interpret contracts covering rules, rates of pay and working conditions on behalf of Trainmen covered by this Agreement shall be solely vested in the regularly constituted General Committee of the United Transportation Union.
- 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 United Transportation Union of which such General Committee or Officers are a part of.

### ARTICLE 4 – SCOPE RULE

Trainmen subject to this Agreement shall perform the traditional duties of a Trainman, which entail responsibilities such as switching of rail cars, interchange, handling switches, inspecting rail cars, bleeding cars, performing walking and rear-end air tests, preparing reports while under pay, using communication devices, copying and handling train orders, clearances and/or messages, spotting and/or movement of trains, rail cars and equipment on trackage in all yards and on all road territories owned and operated by the Company. Additionally, the Company may establish Utility Man Position(s) and such Utility Man Position(s) shall perform the traditional duties of a Utility Man. Where Utility Man Position(s) are established, Trainmen shall perform the traditional duties of this position. Additionally, Trainmen may perform the traditional duties of a Trainman in connection with work associated with assignments such as, but not limited to, a wrecking crane, test cars, flagging, and piloting.

**Note 1:** Trainmen shall not be required to perform duties outside the aforementioned Scope Rule and shall not be censored nor disciplined for refusing to do so.

**Note 2:** 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 Trainman working under this Agreement. However, this Agreement recognizes that crewmembers work as a unit and that Engineers may occasionally be required to operate switches. (Q&A 1)

**Note 3:** 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. (Q&A 2, 3 and 4)

**Note 4:** One or more Trainman position(s) must be on all assignments. (Q&A 5 and 6 and Side Letter 11)

### ARTICLE 5 – WAGES

- A.
  - i) Effective August 1, 2004, the rate of pay for Conductor will be \$27.00 per hour. This rate will apply to all time on duty, unless otherwise specified in the Agreement.
  - ii) Effective August 1, 2005, the rate of pay for Conductor will be \$28.00 per hour. This rate will apply to all time on duty, unless otherwise specified in the Agreement.
  - iii) Effective August 1, 2006, the rate of pay for Conductor will be \$29.00 per hour. This rate will apply to all time on duty, unless otherwise specified in the Agreement.

- iv) Effective August 1, 2007, the rate of pay for Conductor will be \$30.00 per hour. This rate will apply to all time on duty, unless otherwise specified in the Agreement.
  - v) Effective August 1, 2008, the rate of pay for Conductor will be \$31.00 per hour. This rate will apply to all time on duty, unless otherwise specified in the Agreement.
  - vi) Effective August 1, 2009, the rate of pay for Conductor will be \$32.00 per hour. This rate will apply to all time on duty, unless otherwise specified in the Agreement.
  - vii) Effective August 1, 2010, the rate of pay for Conductor will be \$33.00 per hour. This rate will apply to all time on duty, unless otherwise specified in the Agreement.
- B. 1. Ten (10) hours or less shall constitute a basic day. Pay for all time on duty after ten (10) hours shall be at the rate of time and one half on the minute basis at the applicable rate.
2. The rates provided for herein shall apply to all time on duty, unless otherwise specified in the Agreement. The Company may require Trainmen to work in excess of ten (10) hours per tour of duty and Trainmen will be paid on a minute basis at the applicable rate of service performed. Trainmen requesting to be relieved during their tour of duty shall be paid actual time on duty provided a supervisor grants their request.
- C. New Trainmen shall be appointed to the entry-level training program and shall be paid at ninety percent (90%) of the Conductor's hourly rate of pay. Upon accumulating one (1) year of service or upon qualification as Conductor, whichever comes first, such Trainmen shall be paid at one hundred percent (100%) of the applicable hourly rate of pay.
- D. Unless otherwise provided in this Agreement, the rates of pay as indicated herein represent complete and total payment for the performance of all work, which is associated with the Trainmen covered by this Agreement.

## **ARTICLE 6 – EMPLOYMENT SECURITY**

- A. A Trainman who has established seniority on the Trainmen's seniority roster(s) on or prior to the effective date of this Agreement shall be known and designated as a "Protected Trainman". Such Protected Trainmen shall not be furloughed as a Trainman for any reason.
- Note:** A Trainman who was suspended or dismissed prior to the effective date of this Agreement and is subsequently reinstated with seniority rights unimpaired shall be designated a Protected Trainman. A Protected Trainman who is or becomes dismissed or suspended and who is subsequently reinstated with seniority rights unimpaired shall remain a Protected Trainman.
- B. A Protected Trainman shall be provided a Regular Assignment or a Guaranteed Extra Board position.

## **ARTICLE 7 – SENIORITY**

### **Section 1 – General**

- A. The right to preference of work and the right to bid an assignment(s) shall be governed by seniority. The Trainman oldest in seniority shall be given the preference of work and the right to bid the assignment(s) of his choosing in accordance with the applicable provision(s) as contained in this Agreement.
- B. The Company will keep the General Chairperson and each Local Chairperson of the UTU supplied with lists of Trainmen and their seniority dates and rank numbers as Trainmen in conformity with their standing as recorded on the lists subject to the rules hereinafter provided for.

## **Section 2 – Establishment**

The seniority date of newly hired Trainmen shall be the first date of service performed. In the event more than one Trainman is hired on the same date (start classroom together), seniority will be allocated in the order of the Trainman's birthday. (Example – Month and day. Seniority will be awarded with the earlier month and day being senior to later month and day.)

## **Section 3 – Furloughed Trainmen**

- A. Trainmen who are hired subsequent to the effective date of this Agreement, subject to manpower requirements, may be furloughed. In the event such Trainmen are furloughed they may be used to fill Trainmen vacancies in accordance with their seniority as provided for in this Agreement when extra Trainmen are unavailable to fill such vacancies. This applies to vacancies ordinarily filled by extra men. Furloughed Trainmen must provide the Company with a current telephone number to be contacted if they desire to protect service requirements when the procedures provided for in Article 11 (GEB) have been exhausted.
- B. Furloughed Trainmen shall be subject to recall and shall be provided a recall to service notice via certified letter which shall be sent to their last known address. Trainmen must respond to the Company within fifteen (15) days and must report for duty within thirty (30) days from the date of receipt of the certified letter. It is the furloughed Trainman's responsibility to provide the Company with their current address. Trainmen who fail to report as outlined herein shall have their name removed from the seniority roster and their service with the Company shall be terminated.

## **Section 4 – Re-entering Service**

Trainmen reinstated to service shall retain their rank of seniority and any prior rights. Trainmen reemployed to service shall lose their former rank and enter the service as new Trainmen.

## **Section 5 – Seniority Retention**

- A. Yardmasters and Managers/Company Officers who hold train service seniority but do not belong to the UTU shall be required to pay a monthly seniority retention ("SR") fee to the UTU, in an amount equal to the full monthly dues payable to UTU and its subordinate units by a member of that organization, in order to retain train service seniority. Such fee shall be payable at the same time as monthly dues are payable by a UTU member. Any non-member who fails to pay the SR fee when due shall be promptly notified of that non-payment by the UTU by certified mail. If such default has not been cured within thirty (30) calendar days after the date of such notice, the UTU shall provide the Company written notification of the non-payment and that individual's seniority in the train 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.
- 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 Yardmasters or Managers/Company Officers that occurs after the date this provision is implemented at the location involved. If an employee covered by this paragraph is set back to train 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 train service seniority has been extinguished pursuant to subparagraph (A) is subsequently set back to train 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 train service seniority.
- D. The provisions contained in this Section shall only be implemented upon thirty (30) days written notice by the General Chairperson of the UTU to the Sr. Director Labor Relations.



## **Section 6 – Seniority Maintenance**

- A. Each employee in a train service class/craft represented (for RLA purposes) by the UTU who does not hold membership in that organization will be required to pay a monthly seniority maintenance ('SM') fee to UTU in order to continue to accumulate train service seniority. The SM fee shall be based on the costs of negotiations, claim/grievance/discipline handling, and internal governance as indicated in UTU's Fees Objector Policy and/or the most recent LM-2 Report filed by UTU with the United States Department of Labor, but in no event shall it exceed the full amount of monthly dues payable to UTU 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 UTU-represented train 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 train 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 UTU 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 Letter of Intent 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 UTU member. Any non-member of the UTU in train service who fails to pay the SM fee when due shall be promptly notified of that non-payment by the UTU by certified mail. If such default has not been cured within thirty (30) calendar days after the date of such notice, the UTU shall provide the Company written notification of the non-payment and that individual's seniority in the train service class/craft involved shall be frozen effective on the first calendar day after expiration of the 30-day notice period.
- C. The provisions contained in this Section shall only be implemented upon thirty (30) days written notice by the General Chairperson of the UTU to the Sr. Director Labor Relations.

## **Section 7 – Seniority Districts and GEB Locations**

The right to work Trainman position(s) on an assignment(s) shall be determined by seniority. Subject to prior rights, seniority shall prevail as follows – first, by seniority within the home terminal where the vacancy occurs and second, by seniority within the District where the vacancy occurs; and third, by system seniority. A Trainman who transfers into a Terminal within the District shall exercise his seniority within that Terminal based upon his system seniority date. It is understood that a Trainman shall maintain seniority in only one (1) home terminal at any given time – i.e. the location at which he is currently assigned. A Trainman may exercise his seniority within the home terminal in accordance with the applicable provisions as contained in Attachment A. (Q&A 7)

Upon the effective date of this Agreement, the following Seniority Districts and Home Terminals shall be maintained:

### **Seniority District 1**

#### **Home Terminal 1 - Extra Board Location and Source of Supply – Schiller Park**

- Protects Chicago District vacancies up to Leighton (Q&A 8)

### **Seniority District 2**

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

- Protects vacancies at Burlington / Milwaukee / DBR Jct. / Down to Mundelein

#### **Home Terminal 2 - Extra Board Location and Source of Supply - Fond du Lac**

- Protects WC and FVW vacancies and Spur 126

### **Seniority District 3**

#### **Home Terminal 1 - Extra Board Location and Source of Supply - Stevens Point**

- Protects WC and FVW vacancies at Marshfield / Waupaca / Wausau / Rhinelander / Bradley

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

- Protects FVW and WC vacancies at Wisconsin Rapids / Taylor / Merrilan / Arcadia (Q&A 9 and 10)

### **Seniority District 4**

#### **Home Terminal 1 - Extra Board Location and Source of Supply – Pokegama (Superior)**

- Protects vacancies at Ladysmith / Mellen / Park Falls / North Ironwood / Stone Lake

#### **Home Terminal 2 - Extra Board Location and Source of Supply - New Brighton**

- Protects New Richmond / Chippewa Falls

### **Seniority District 5**

#### **Home Terminal 1 - Extra Board Location and Source of Supply - Green Bay**

- Protects SSAM and WC vacancies at Marinette
- Protects FVW and WC vacancies at Wrightstown / Manitowoc

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

- Protects WC and FVW vacancies at Oshkosh / New London / Appleton / Kimberly / Kaukauna / Hilbert

### **Seniority District 6**

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

- Protects SSAM and WC vacancies at Escanaba / Quinnesec / Niagara / Pembine / Ishpeming / L'Anse / Trout Lake / Sault Ste. Marie, MI

**Note 1:** The Company shall consult with the Union prior to bulletining positions where it is proposed to establish any new terminals within the Home Terminal or District in addition to those shown above.

**Note 2:** The Company shall normally bulletin assignments at outlying points not listed above to the Home Terminal in closest geographic proximity within the District via highway miles.

### **Section 8 – Seniority Roster**

- Seniority rosters for each Seniority District, outlined in Section 7 herein, shall continue to be compiled by the Company and posted on or before January 1 of each year with copies furnished to the General Chairperson and Local Chairmen. Rosters shall show each Trainman's name, employee number, date of birth, date of seniority, status and prior rights code if applicable. A seniority date not protested within 60 days from its first posting shall be considered permanently established, and future requests for changes shall not be considered except to correct typographical errors.
- Trainmen establishing seniority on or after the effective date of this Agreement shall be placed at the bottom of the appropriate System Seniority Roster in accordance with their relative Trainman's seniority date and they shall be permitted to exercise their system seniority in the event they are furloughed from the District where they were initially employed.

## **Section 9 – Transfer to Engine Service and Flowback**

- A. Trainmen who have established seniority subsequent to April 1, 2002 shall be required to accept transfer to engine service. If the number of applicants for engine service is insufficient to meet the Company's needs, such needs shall be met by requiring Trainmen who established seniority subsequent to April 1, 2002 to transfer to engine service in inverse seniority order, or forfeit seniority as a Trainman. Trainmen failing to pass the transfer requirements for engineer shall result in automatic termination of all seniority and rights to work under this Agreement.
- B. An Engineer possessing Trainman's seniority shall only be permitted to exercise his seniority rights as a Trainman in the event he is in furlough status from engine service. In the event a Locomotive Engineer exercises his Trainman's seniority in connection herewith, such Engineer, when recalled to Engine Service, shall be recalled in seniority order by virtue of his Engineer seniority, i.e., the senior Engineer being recalled to Engine Service before a junior Engineer.

## **Section 10 – Transfer to Yardmaster and Flowback**

Trainmen shall be offered first right of refusal to transfer to regularly assigned/fulltime Yardmaster position(s) when such positions are available. A Trainman who transfers to the position of Yardmaster shall retain and accumulate his seniority as a Trainman. In the event such Trainman is demoted or in furlough status as a result of insufficient assignments for a Yardmaster position, he shall be permitted to flowback as a Trainman.

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

### **Section 1 – Regular Assignments and Guaranteed Extra Board Positions**

- A. Regular assignments that are intended to tie-up at the home terminal each day shall be established and 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 with an away-from-home terminal shall be established and may be bulletined to work six (6) consecutive tours of duty with two (2) consecutive rest days with a minimum of 48 consecutive hours off or to work five (5) consecutive tours of duty with two (2) consecutive rest days with a minimum of 48 consecutive hours off. (Q&A 11 and 12)

**Note 1:** Where possible, assignments shall have a designated starting time; however, no less than seventy-five percent (75%) of regular freight service shall be Regular Assignments. (Q&A 13)

**Note 2:** In the event the 48 consecutive hour rest period is utilized, such rest period shall commence when the assignment ties up at the home terminal following the five (5) or six (6) tours of duty, whichever is applicable.

- B. Where regular assignments have been established, each regular assignment shall be advertised and assigned rest day(s). Trainmen shall bid regular assignments by virtue of seniority.
- C. Regular assignments that are intended to tie-up at the home terminal and/or away-from-home terminal may be bulletined with a four (4) hour call window or an assigned start time at the home terminal. (Q&A 14 - 21)

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

- (i) For regular assignments with call windows, if rested but not called to start within the designated window, the Trainman shall be considered on pay after the expiration of his advertised window; 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 call window they shall be compensated a basic day and shall have fulfilled the requirement to protect the call window for that day.
- (ii) The bulletined call window or assigned start time applies whenever the employee ties-up at the designated home terminal.

- D. Guaranteed Extra Board positions shall be established where the needs of service dictate and shall be bulletined to work five (5) consecutive days with two (2) consecutive scheduled rest days (not less than 48 consecutive hours) alternately to work six (6) consecutive days with one (1) scheduled rest day (not less than 24 consecutive hours). By mutual agreement between the Company and General Chairman, GEB assignments, at each individual terminal may be bulletined to work five (5) consecutive days with two (2) consecutive scheduled rest days (not less than 48 consecutive hours) or six (6) consecutive days with two (2) consecutive scheduled rest days (not less than 48 consecutive hours) or eleven (11) consecutive days with three (3) consecutive scheduled rest days (not less than 72 consecutive hours). In any of the three aforementioned cases, the GEB guarantee will be pro-rated accordingly. Trainmen shall bid GEB position(s) by virtue of seniority.
- E. Regularly assigned Utility position(s) may be established to assist an assignment(s) pursuant to the provision(s) of Article 4 herein and shall go on duty at his regular on duty point and tie up at his regular off duty point. Utility positions shall be used to assist other assignments or assist in expediting the movement of trains pursuant with the terms of this Agreement. Trainmen shall bid Utility position(s) by virtue of seniority. (Q&A 22 - 26)
- F. If at or enroute to an away-from-home terminal on the last working day of a Trainman's schedule, the Trainman shall deadhead (or work) back to the home terminal in order for such Trainman to be afforded his scheduled rest day(s). However, if tied up at an away-from-home terminal, the Trainman shall work (or deadhead) back to the home terminal in the normal rotation of crews at the away-from-home terminal. The rest day(s) shall begin when the Trainman ties-up at the home terminal. (Side Letter 10)
- G. Each terminal shall maintain a bulletin listing all assignments/positions, including Guaranteed Extra Board positions, which shall include (a) the job title and the normal assigned duties of the job, (b) the home terminal and, where applicable, the away-from-home terminal, (c) whether the job is anticipated to tie up at the on-duty point or at an away-from-home terminal, (d) the starting time or spread time of the assignment, if applicable and (e) the assigned day(s) off. Nothing in this provision restricts the Company from tying-up an assignment at the home terminal on any day of the assignment.

**Section 2 – Assignment to Positions**

Trainmen shall make application to positions in accordance with the Standing Bid system as provided for in **Attachment A**. This system shall govern the assignment to positions.

**Section 3 – Transfer / Borrow-out**

**Temporary Transfers**

- A. Trainmen may be offered voluntary temporary transfers from one Seniority District to another. The senior Trainmen shall have preference, and when returned to their home district they shall be placed on assignments of their choice as identified on their standing bid form.
- B. Trainmen who have volunteered to temporarily transfer must be returned to their home terminal within their District within ninety days (90) of the transfer. The General Chairperson and the General Manager may mutually agree to extend the ninety-day (90) limit of a temporary service assignment transfer.
- C. Positions shall be advertised seven (7) days in advance of an anticipated temporary shortage of Trainmen at a specific location(s), initially to Trainmen on the adjacent Seniority District(s). In the event applications are not received from Trainmen in the initial step, then the shortage positions shall be advertised to Trainmen on all Seniority Districts. Applicants shall be selected based upon seniority and the requirements of service at the home terminal within the applicant's District, qualifications being equal.

Successful applicants shall be required to protect service at the shortage location for a minimum of thirty (30) days unless released by the Company. This time frame may be extended as mutually agreed. Applicants who remain on the working board for the duration of the position assigned and fully protect the Company's service requirements shall be provided the following:

1. Company lodging at the shortage location and an all-inclusive daily meal allowance of \$20.00.

2. In lieu of Company provided transportation and the standard driving allowance, the Company shall reimburse the Trainmen a weekly allowance of \$150.00 for transportation costs.
3. No reimbursement for travel shall be made where the Company provides transportation.
4. Assigned rest days shall be provided which shall be applied in the manner outlined in Section 1 herein.

## **ARTICLE 9 – ANNULMENT OF ASSIGNMENTS**

- A. When an assignment is to be annulled on a holiday, the Company, when provided with the appropriate advance notice from Customer(s), shall provide a Trainman assigned thereto at least twenty-four (24) hours' notice. (Q&A 27)
- B. When an assignment is annulled on New Year's Day, President's Day, Memorial Day, Good Friday, Independence Day, Labor Day, Thanksgiving Day, the Day after Thanksgiving, Christmas Eve Day, Christmas Day or New Year's Eve Day, at the Trainman's option, he may utilize a personal leave day.
- C. When an assignment(s) is annulled on other than one of the General Holidays referred to in sub-paragraph B herein, the Trainman assigned to the position shall be paid a basic day of ten (10) hours at the applicable straight time rate and it shall be considered a day of compensated service.
- D. If a Guaranteed Extra Board assignment is annulled on a holiday, the guarantee will be reduced by 1/10th. (Q&A 28)

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

- A. Trainmen shall be assigned a position in accordance with the Standing Bid system as provided for in Attachment A. This system shall govern the assignment to positions.
- B.
  1. A Trainman whose position is abolished shall be given a minimum of twenty-four (24) hours notice, which shall be satisfied by advising the Trainman by telephone or by issuing a bulletin seven (7) days in advance, and he shall be allowed to exercise his seniority to any assignment within the terminal in which he is located by displacing a junior Trainman in accordance with the individual's standing bid.  
**Note:** In the absence of having a remaining standing bid selection the Trainman has twenty-four (24) hours in which to exercise his terminal seniority, or be assigned a position by the Company.
  2. If unable to displace a junior Trainman in the Terminal, the Trainman shall exercise his seniority to displace a junior Trainman within the District; if applicable, he shall exercise his system rights.  
**Note 1:** In the absence of having a remaining standing bid selection, the Trainman has forty-eight (48) hours in which to exercise his District or System seniority or he shall be assigned a position by the Company.  
**Note 2:** A Trainman who is employed on or subsequent to the effective date of this Agreement who is forced to a location that is more than one hundred (100) miles from the location from which displaced shall be permitted a reasonable time not exceeding seventy-two (72) hours to take up the position.  
**Note 3:** A Trainman who is employed on or prior to the effective date of this Agreement who is forced to a location that is more than one hundred (100) miles from the location from which displaced shall, upon request, be provided lodging as outlined in Article 17 Section 1 Part B for a maximum of thirty (30) calendar days.
- C. Permanent changes in rest days, home terminal, or a change in the assigned start time of two (2) hours or more shall entitle the affected Trainman 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. (Q&A 29)

## **ARTICLE 11 – GUARANTEED EXTRA BOARDS (GEB)**

- 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. The scheduled rest day(s) will commence at 06:01 hours, with the Trainman automatically marked back to the board at 06:01 following his rest day(s). Guaranteed Extra Board Trainmen shall not be called for duty on an assignment that commences on or after 20:00 hours on the day preceding their rest day(s). However, at the Trainman’s option he may accept a call for duty subsequent to 20:00. Trainmen who elect this option must inform the Crew Caller by 06:00 the day preceding their scheduled rest day. (Q&A 30)
- 3. If the Trainman 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 Trainman’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 Trainman shall automatically be marked back to the bottom of the board at the expiration of that time and such Trainman’s guarantee shall not be reduced as a result thereof.
- B. 1. For the purposes of prorating guarantees, Trainmen 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 Trainman 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, Trainmen 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 Trainman is marked back up to the Board at the same time their previous tie up time shall govern relative order.
- D. Unless otherwise provided for herein, Trainmen 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. (Q&A 31)

In the event the GEB is exhausted, the assignment shall be filled by:

- 1. The senior rested Trainman at the Terminal who has marked up to the Available Board as provided for by Article 15, Section 5; if none,
  - 2. The senior rested Trainman at the Terminal who has marked up to the Supplemental Extra Board as provided for by Article 15, Section 5; if none,
  - 3. The first-out qualified rested Trainman on the nearest Guaranteed Extra Board(s) within the Seniority District via highway miles; if none,
  - 4. The senior rested Trainman 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 Trainman on the nearest Guaranteed Extra Board via highway miles on the adjacent Seniority District.
  - 6. Trainmen 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 Trainman, or by a senior Trainman on Board Change Day. Trainmen 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.
- E. When Trainmen mark back up for any reason, they shall be placed to the bottom of the GEB and the following shall apply. (Q&A 32 and 33):
    - 1. Trainmen who are first-out on the GEB and book off for any reason, or miss a call, shall be held off of the GEB for a minimum of 12 hours.
    - 2. Trainmen not first-out and who book off of the GEB shall be held off the board for a minimum of 8 hours.

3. Trainmen held in accordance with paragraphs 1 and 2 may be called for duty by the Company in the event the working boards are exhausted.
- F. Trainmen 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) a Trainman 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 a Trainman who is not assigned to the GEB for the full bi-weekly period. All compensation credited to the Trainman during the pay period, except mileage allowances and payments flowing from a violation of this Agreement, will be deducted from that guarantee. (Q&A 34)
  - G. GEB positions shall be advertised and Trainmen shall bid such assignments by virtue of seniority.
  - H. GEB Trainmen 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 Chairperson 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 Trainmen shall be considered as service rendered for vacation pay and qualification days.
  - K. Except as provided for in Article 17 Section 3, when called for service, Extra Board Trainmen shall not make less than the basic day as provided for in Article 5.
  - L. Trainmen may be called to perform service at an outlying location or in connection with the Engineering Department (work train). Trainmen so called may be tied up at any point away from their home terminal on any of the GEB working days, but if held subject to a call for such service, a day's pay shall be allowed.
    1. Trainmen called to "hold-down" a position at an outlying point shall remain on such assignment for its duration for up to one (1) calendar week, or until he is displaced by the return of the regular Trainman, or by a senior Trainman on Board Change Day. Trainmen 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. (Q&A 35 and 36)
    2. If such Trainmen are not returned to their home terminal upon completion of each work day, they shall also be provided appropriate meal allowance(s) and lodging. Reasonable accommodations shall be made to transport Trainmen to an eating facility.
    3. Trainmen assigned to vacancies shall assume the terms and conditions of the assignment (start times, rest days, etc).
    4. Service as outlined herein shall be filled from the GEB.

## **ARTICLE 12 – APPROVAL OF APPLICATION FOR EMPLOYMENT**

- A. Applications for employment as Trainman shall be approved or disapproved in writing within sixty (60) days following the day the Trainman first becomes qualified for and performs service as a Trainman with the Company.
- B. An application that is rejected anytime within such period shall result in termination of the Trainman's relationship with the Company.

## **ARTICLE 13 – RULES / INSTRUCTION CLASSES**

- A. Trainmen required to attend rule or instruction classes shall be made whole for any loss of earnings and in no case shall be paid less than actual time in attendance, except that no pay shall be required for Trainmen attending remedial classes in lieu of or as part of the discipline process or as described below. The Company shall schedule the rules and instructions classes for the Trainmen. Trainmen must mark-up immediately following the conclusion of any classes, subject to the Hours of Service Act. (Q&A 37 and 38)

- B. Where training takes place away from the Trainman's regular on duty point, lodging shall be provided, and the Trainman shall be entitled to allowances for meals and for travel between the regular on duty point and the course accommodation.
- C. Where an examination or test forms part of the training requirement, a Trainman is expected to meet the required standard on the first attempt. If a Trainman is unable to achieve the necessary standard, he shall be offered additional training (without compensation) and shall be afforded further opportunities to retake the examination, which must take place within ten (10) days of the first attempt and which shall be on own time. A Trainman who fails to attain the required standard at the completion of this period, subject to an investigation, may be deemed to have disqualified himself for employment and shall forfeit all seniority.
- D. Trainmen who are required to attend rule or instruction classes during a normal tour of duty (i.e.; combined with other service) shall not be paid additional compensation.

## **ARTICLE 14 - ON AND OFF DUTY POINT**

- A. Except as provided below, Trainmen shall have a designated point for going on and off duty each day. The Company shall consult with the UTU Local Chairperson with jurisdiction on the respective territory prior to bulletining positions where it is proposed to change any on or off duty points. (Q&A 39)
- B. The starting time of a Trainman shall commence at the time he is required to report for duty, and his pay shall continue until the time he is tied up and released by the Company at the off duty location. The off-duty location may be bulletined as train specific.
- C. When Trainmen are relieved at other than their home terminal, the Company shall provide transportation to the appropriate off duty point, which shall be at a recognized location as designated by the Company.
- D. 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 Trainmen. 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.
- E. Trainmen who are tied up at their away-from-home off duty point may be called for a maximum of one (1) trip from that off duty point that does not return to their regular on duty point. When so used, the Trainman's subsequent trip, whether working or deadheading, must return to the Trainman's regular on duty point.

## **ARTICLE 15 - CALLING FOR DUTY**

### **Section 1 – Calling**

- A. A Trainman 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 Trainmen shall be required to report as soon as possible.
- B. Trainmen must designate a telephone number at which they can be reached for the purpose of being called. (Q&A 40)
- C. When a major disruption to service occurs, the General Chairman shall be notified and the following plan may be implemented:

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

Trainmen shall be notified when they are to return to their normal call windows.



**Note:** A disruption to service is defined as a main line blockage due to derailment, washout, fire, vandalism, flood, or similar act of God which results in the stoppage of trains on the WC Division.

## **Section 2 – Used out of Order**

- A. GEB Trainmen who are available and not called in the correct order ("runaround") in accordance with the procedures in this Agreement shall be paid one half (1/2) of the basic day payment in addition to any other GEB earnings. Such Trainmen shall remain first-out on the GEB.
- 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 shall be reviewed in the conferences established pursuant to Article 28 in this Agreement to identify and correct any systematic problems.
- D. A Trainman that operates to a off duty point that is the source of supply point for Trainmen at that location and subsequently operates a train out of that off duty point enroute to his regular on duty point shall not invoke the runaround provisions outlined in Article 15, Section 2, paragraph A herein for any Trainmen 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 Trainman from the nearest source of supply point via highway miles without penalty to the Company.

## **Section 3 – Called and Released**

When a Trainman is called, reports for duty and performs no service, and is then released prior to the expiration of eight (8) hours, he shall be allowed a minimum of one-half a day or actual time consumed, whichever is greater and returned to the bottom of the board. If the call and release service is the only service performed on that calendar day then a basic day's pay shall be allowed.

## **Section 4 – Familiarization of Territory**

- A. When Trainmen 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. Qualified employees from other crafts may also 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. Trainmen (Utility employee) acting as pilots shall be paid a minimum of a basic day.
- D. Trainmen shall not lose time qualifying over a new territory.

## **Section 5 – Supplemental Board(s) and Available Board(s)**

- A. Trainmen 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. Trainmen submitting a request to be placed on the Supplemental Board shall be called in seniority order at the affected location. Trainmen who perform such service on their rest days shall be paid for such service at the rate of time-and-one-half. If there are no Trainmen marked to the Supplemental Board and a Trainman is called and agrees to perform service on his rest day, he shall be paid at the rate of time-and-one-half. Such Trainmen shall be called in seniority order, unless they have informed the Company in writing that they want to be on a "no call" list.
- B. Trainmen on regular assignments that are scheduled to tie up at an away from home terminal that are subject to a call window rotation and find themselves out of cycle due to operational requirements may mark up on the Available Board and may make themselves available for service at straight-time in order to properly place themselves back into their normal call window cycle.

**Note:** Out of cycle Trainmen marked to the Available Board will be called ahead of Trainmen that are marked to the Supplemental Board on their rest day(s).

### **Section 6 – Tie-up at Off Duty Point**

Upon arrival at the designated off duty point, Conductor(s) shall register the time they are released in CATS, or a book or other place provided for that purpose.

**Note 1:** Time shown on the register by the Conductor shall govern the time they are released from duty.

**Note 2:** Trainmen, including those from different home terminals, shall be called for the next service en route to their home terminals in accordance with the arrival time as shown on the register.

## **ARTICLE 16 – MEAL PERIODS**

- A. A Trainman whose assignment primarily switches or works primarily within a terminal shall have, between the beginning of the fourth and seventh hour, twenty (20) uninterrupted minutes in which to eat, and reasonableness shall apply. However, in granting Trainmen 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. This does not preclude other Trainmen the opportunity to eat when permission is requested and granted.
- B. Disputes arising out of the interpretation or application of this Article shall not be used as the basis for time claims, but shall be referred to the Committee established pursuant to Article 28 for final and binding disposition.

## **ARTICLE 17 - EXPENSES**

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

- A. A meal allowance of \$10.00 shall be payable after a Trainman is held away from their regular on duty point for four (4) hours or more and an additional \$10.00 shall be paid for each additional eight (8) hours a Trainman is held at the off duty point.
- B. The Company shall provide suitable lodging and shall be responsible for the payment of room and taxes. To be considered "suitable," at a minimum, the lodging accommodation shall be:
  - 1. Reputable and clean with adequate lighting;
  - 2. Single occupancy rooms with comfortable beds with innerspring or comparable mattresses, pillows, private lavatory and bath facilities with hot and cold running water, a chair and nightstand and television in the room;
  - 3. Blankets, clean linen (sheets and pillow cases), soap and towels shall be supplied each occupant;
  - 4. Rooms shall be cleaned and bed linen changed after each occupancy by personnel other than the occupant;
  - 5. Rooms shall be cooled or heated when climatic conditions normally require such cooling or heating;
  - 6. Lounge, including chairs, writing tables and lamps.
- C. When selecting regular accommodation providers the Company shall consider the proximity of restaurant facilities that are open on a twenty-four (24) four hour basis. The Superintendent shall consult with the respective Local Chairperson of the United Transportation Union regarding changes to regular accommodation providers. In the event the parties are unable to agree to any proposed accommodation changes, or the suitability of current accommodations, the matter shall be forwarded to the General Manager and the General Chairperson for resolution.

- D. Except as provided for herein, when a Trainman is tied up at other than his regular on duty point, upon the expiration of sixteen (16) hours away from home, the individual shall be considered on pay, until called for duty, except that such time shall not be counted towards hours of service, or overtime. Should a Trainman be called for service or ordered to deadhead after such pay begins, the held away from regular on duty point pay ceases at the time the service or deadhead commence. This provision shall not apply to regular assignments at outlying points or to Trainmen temporarily transferred or assigned to a new on duty point.

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

- A. When a Trainman is required to work away from his regular assigned location, the Company shall either provide transportation or reimburse the Trainman for necessary costs of transportation, which shall be at the standard driving allowance allowed by the IRS. No reimbursement shall be made where the Company provides transportation. Upon approval of the Company, a Trainman shall have the option of using his personal automobile in lieu of furnished transportation and the following shall apply:
1. A Trainman who uses his personal automobile in lieu of furnished transportation, and the distance traveled from his residence to the location required to report for work is in excess of 100 miles for the round trip, shall be paid an allowance of one hour based upon the straight time hourly rate of pay in addition to the IRS standard driving allowance.
  2. When the distance exceeds fifty (50) miles in one direction a Trainman shall have the option of using his personal automobile in lieu of furnished transportation as outlined in sub-paragraph 1 above.
- B. When the distance traveled does not exceed fifty (50) miles in one direction a Trainman shall be required to provide transportation provided the Company does not supply transportation. In the application of this paragraph Trainmen shall be entitled to claim the IRS standard driving allowance.

**Note:** In the application of the foregoing the Local Chairperson and the Superintendent shall meet for the purpose of developing established driving times for board placement purposes.

### **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, unless otherwise provided, the Trainman shall be paid a minimum of one-half day at the basic daily rate or actual time consumed, whichever is greater. If separate service deadhead is the only service performed on that calendar day a basic day's pay shall be allowed for the separate service deadhead.

### **Section 4 – Aggregate Service**

Trainmen may be released four (4) hours or more. If so released the Trainman shall be considered on pay until called to resume duty and such release time shall not be counted towards hours of service or overtime. In the application of this paragraph, Section 1, Paragraphs A and B of this Article shall apply.

## **ARTICLE 18 – PERSONAL LEAVE DAYS (PLD)**

- A. Trainmen subject to the provisions of Article 6 shall be entitled to a maximum of twelve (12) PLD's for each calendar year and such Trainmen shall be paid a basic day for each PLD. Trainmen hired subsequent to the effective date of this Agreement will be entitled to a maximum of four (4) Personal Leave Days. Trainmen shall be automatically marked up for service upon expiration of any Personal Leave Day(s) provided they are not marked off for any other contractual reason.
- B. Subject to scheduling by the UTU Local Chairperson or his designate, one (1) personal leave day shall be granted on any day to Trainmen subject to the jurisdiction of each GEB under the following conditions:
- (i) The PLD's that are subject to assignment by the Local Chairperson shall be assigned on a first come, first served basis.

- (ii) The UTU Local Chairperson 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 Chairperson, it shall not be changed unless requested by the Local Chairperson.
  - (iv) Subject to the needs of service, a Trainman 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 Trainman, 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 Trainmen 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 Trainman shall have preference.
  - E. Trainmen who leave the service of the Company during the year shall have their PLD allocation reduced on a pro-rata basis to allow one PLD per each full month worked.
  - 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. Trainmen may elect to be paid a PLD on any day.

## **ARTICLE 19 – BEREAVEMENT LEAVE**

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

## **ARTICLE 20 – HOLIDAYS**

Trainmen 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. (Q&A 41 and 42)

## **ARTICLE 21 – VACATION**

### **Section 1 - Entitlements**

Each Trainman 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 Trainman seniority to be taken between January 1 and December 31:

A qualifying Trainman 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 Trainmen, 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. The Local Chairman and Division Superintendent or their designates shall cooperate in determining the allocations and make up the vacation schedule, which shall be posted at conspicuous and convenient places in all of the on duty points, on or about December 15 of each calendar year. (Q&A 43 and 44)

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

On the effective date of this Agreement a Trainman 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 Trainman 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**

Trainmen 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, Trainmen shall submit a sufficient number of choices for weekly vacation bids. In failing to submit a sufficient number of vacation bids, such Trainman shall have their vacation forced assigned.

## **Section 6 – Employment Status**

If a Trainman'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 Trainman has qualified therefore under Section 1 of this Article. If a Trainman thus entitled to vacation or vacation pay shall die, the vacation pay earned and not received shall be paid to such beneficiary as the Trainman may have designated, or in the absence of such designation, the surviving spouse, the Trainman'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 a Trainman.

## **Section 8 – GEB**

Time off on account of vacation shall not affect nor offset guarantees.

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

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

**Note:** In the event a Trainman 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. A Trainman 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 a Trainman 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 a Trainman assigned to an extra list is available for service and on which days he performs no service, shall be included in the determination of qualification for vacation.
7. Calendar days, not in excess of sixty (60), on which a Trainman 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 a Trainmen's assignment is annulled.

## **Section 11 - United Transportation Union - Union Officials**

Time off granted for Union business shall count toward vacation qualification days for Trainmen who hold positions as General Chairperson, Vice General Chairperson, Associate General Chairperson, Local Chairperson, etc. ("Local Officials for the United Transportation Union"). 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 a Trainman's vacation entitlement shall increase on the anniversary date, such Trainman 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 a Trainman 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. Trainmen restored to service shall be credited for all time paid for entitlement purposes.
- C. In instances where Trainmen 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 Trainman 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 at the beginning of the tour of duty for the Trainman's designated work period and continue as consecutive week(s). A Trainman 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 22 – BENEFITS**

### **Section 1 – Health & Welfare**

Employees coming under the scope of this Agreement, along with their dependents, and retirees, if applicable, will be subject to the National Railway Carriers and United Transportation Union Health and Welfare Plan, the Railroad Employees National Dental Plan, and the Railroad Employees National Vision Plan, as may be amended, with employee contribution levels limited to those contained in the November 6, 2003, National Railway Carriers and United Transportation Union Health and Welfare Plan, the Railroad Employees National Dental Plan, and the Railroad Employees National Vision Plan. For clarity, upon conversion into this plan and continuing during the term of this Agreement, the formula for the cap on employee contributions as contained in the November 6, 2003 agreement shall apply through the term of this Agreement. Effective August 1, 2011 the employee contribution will be the same as that provided for in the UTU National Plan in effect on that date.

### **Section 2 – Life Insurance**

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

### **Section 3 – Other**

Accidental Death Insurance - A Trainman's minimum coverage is \$50,000. Trainmen 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 Article XIII of the August 25, 2002 UTU National Agreement, as amended.

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

The Company shall maintain for the benefit of Trainmen 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 Trainmen 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 Trainmen 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. Trainmen 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. (Q&A 45)

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

A short-term disability income insurance plan is hereby established and replaces all existing sickness plans. The conditions for the short-term disability income insurance is described in “**Attachment B**” to this Agreement. (Side Letter 6)

## **ARTICLE 23 – PHYSICAL EXAMINATIONS**

Trainmen 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 Trainman's regular on duty point, the individual shall be allowed payment for meals and travel. Trainman shall be made whole for any earnings lost.

## **ARTICLE 24 – MEDICAL DISQUALIFICATIONS**

- A. If a Trainman is found to be medically disqualified by the Company's physician and the Trainman is of the opinion that his condition does not justify removal from the service or restriction of his rights to service, appeal shall be made to the designated officer of the Company for a joint medical board to be established.
- B. The Trainman involved, or his representative shall select a physician to represent him and the Company shall 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 agree, the conclusion reached by them as to the individual's medical condition shall be final.



- C. If the two physicians selected do not agree as to the medical condition of such individual, they shall 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 shall examine the Trainman 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. In the application of Article 24 herein, Trainmen reinstated shall be made whole for any earnings lost during the time of the dispute. 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 shall be arranged after a reasonable interval upon the request of the Trainman or the Union.
- D. The Company and the Trainman shall each pay for the costs of their chosen physician and share equally in paying the costs of the third physician.
- E. In accordance with Company policy, if a Trainman has been out of active service he may be required to pass a physical examination (including drug and alcohol testing) before being permitted to return to duty.

## **ARTICLE 25 - PAYDAY**

Trainmen shall be paid on a bi-weekly basis by direct deposit.

## **ARTICLE 26 - PAYROLL AND DEDUCTIONS**

- A. Payroll payments shall be made only to a direct checking and/or savings deposit account as specified by the Trainman. Such Trainmen shall have sixty (60) days from the effective date of this Agreement to establish a direct deposit account at a financial institution recognized by the Company as able to accept direct deposits.
- B. Payroll deductions are available to all permanent full-time Trainmen who execute a suitable written deduction authorization for the following purposes:
  - Note:** Periodic Union dues, agency fees and assessments included in, monthly dues (not including fines and penalties) payable to the Union.

## **ARTICLE 27 - UNION SHOP AGREEMENT**

- A. Subject to the terms and conditions below, all Trainmen of the Company subject to this Agreement shall, as a condition of their continued employment under this Agreement, become members of the UTU within sixty (60) calendar days of the date they first perform compensated service under this Agreement, and shall maintain membership in good standing in the UTU while subject to this Agreement; provided, however, that this requirement for membership in the UTU shall not be applicable to:
  - 1. Those to whom membership is not available upon the same terms and conditions as are generally applicable to any other member;
  - 2. Those to whom membership has been denied or terminated for any reason other than the failure of the Trainman 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;
  - 3. Those who are members of another labor organization as permitted by Section 2, Eleventh (c) of the Railway Labor Act, as amended; or,
  - 4. 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. Trainmen, who are assigned or transferred for a period of thirty (30) calendar days or move to employment not covered by such Agreement, or who are on leave of absence for a period of thirty (30) calendar days 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 Trainmen return to service covered by this Agreement, they shall comply with the provisions of this Rule within thirty (30) calendar days of such return to service.
- C. A Trainman whose membership in the UTU is suspended because of furlough or off duty illness or injury for a period of thirty (30) calendar days or more, shall be granted upon his return to service under this Agreement, a period of thirty (30) calendar days to comply with this Rule.
- D. Every Trainman required by the provisions of this Rule to become and remain a member of the UTU shall be considered by the Company to be a member of the UTU unless the Company is advised to the contrary in writing by the UTU. The UTU shall be responsible for initiating action to enforce the terms of this Rule.
- E. The UTU shall furnish to the Company, in writing, the name and roster number of each Trainman whose seniority and employment the UTU requests be terminated by reason of failure to comply with the membership requirements of this Rule.
- F. In the event the Company wishes to dispute the correctness of the UTU's position, it shall so notify the UTU within ten (10) calendar days of receipt of the notice from the latter, stating the reasons therefore. If, (1) no such exception is taken by the Company, or (2) the UTU does not withdraw its request within ten (10) calendar days from the date of the notice of exception, the Company shall transmit to the Trainman at his last known address, through registered United States Mail, return receipt requested, a copy of the UTU's request, accompanied by an explanatory letter, a copy of which shall be furnished to the UTU.

## **ARTICLE 28 - HANDLING OF CLAIMS AND GRIEVANCES**

### **Section 1 – Representation**

- A. The United Transportation Union shall have the exclusive right to represent all Trainmen (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 UTU is the lawfully recognized or certified collective bargaining representative for that craft.
- B. The General Committee of Adjustment of the United Transportation Union shall represent all Trainmen in the making of contracts, rates, rules, working agreements and interpretations thereof.
- C. All disputes involving Trainmen shall be handled in accordance with the provisions of this Agreement as interpreted by the UTU General Committee and the Company.
- D. The Company shall 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. In matters pertaining to discipline, or other questions not affecting changes in Conductors' contract, the officials of the Company reserve the right to meet any Trainmen either individually or collectively.

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

- A. All claims or grievances must be presented in writing by the Conductor involved, or on behalf of the Conductor by his Local Chairman, or designate, 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 Trainman or his Local Chairman, or designate, in writing of the reason(s) for such disallowance. Should the Company fail to issue timely declination of the claim or grievance, it shall be allowed as entered, however such allowance shall not constitute a precedent for other similar claims or grievances.

- B. In the event the claim or grievance is disallowed, the UTU Local Chairman, or designate, shall appeal the matter with all pertinent facts, including any previous declinations, to the Superintendent within sixty (60) days. 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, or designate, in writing 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 shall be allowed as entered, however such allowance shall not constitute a precedent for other similar claims or grievances.

- C. Claims declined under Section 2 (B) of this Article may be appealed by the UTU General Chairman with all pertinent facts, including any previous declinations, to the Company's Sr. Director Labor Relations, or designate, within 60 days of the disallowance. The Sr. 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 Sr. Director or designate fail to timely notify the General Chairman of such declination, the claim shall 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) shall be barred from further handling unless, not less than 60 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 shall consider the entire record of each dispute submitted to it. Decisions made pursuant to this process shall be written by the Company within forty-five (45) days of the meeting date and shall represent the final and binding decision on such grievances. The handling of claims and grievances by the Committee shall 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 shall 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. Nothing in this Agreement prohibits the Company and the Union from mutually agreeing to establish an electronic system of claims handling.

### **Section 3 - Handling of Discipline Appeals**

- A. Discipline decisions reached by the Company may be adjusted between the UTU Local Chairman, or designate, and the Superintendent, or designate, within 60 days of the issuance of the decision.
- B. Should the matter fail resolution by the Local Chairman, or designate, and the Superintendent or designate, the UTU General Chairman shall appeal, in writing, to the Sr. Director Labor Relations, or designate, within 180 days of the date the discipline was assessed, or the appeal shall be barred. The Sr. 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 Sr. Director Labor Relations fail to timely notify the General Chairman of the declination of the appeal, the claim shall be allowed as entered.
- C. The UTU General Chairman shall list unresolved discipline appeals with the Sr. 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 this Article.

- D. 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 shall 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 29 – INVESTIGATIONS AND DISCIPLINE**

- A. Except as otherwise provided in this Agreement, a Trainmen shall not be suspended or discharged without just cause and without a fair and impartial hearing.
- B. Trainmen 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 Trainman’s supervisor(s), the notification must be within ten (10) days of the time they have first have 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 Trainman so notified of the right to representation by a duly accredited representative and the right to bring in witnesses.
- D. If prior to the hearing, disposition of the charges is made on the basis of the Trainman’s acknowledgement of responsibility, the disposition shall be reduced to writing and signed by the Trainman, his representative and the Company official involved and shall incorporate a waiver of hearing and shall specify the extent of discipline which shall be imposed. Letters of caution or warning are not discipline. Should the Trainman dispute the validity of the warning, he has the right to request a fair hearing as provided for herein provided he does so within ten (10) days of receipt of the letter.
- 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 Conductors are withheld from service the Company shall 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 fifteen (15) days of the date of the hearing. In the event discipline is assessed the Trainman shall, upon written request, be furnished with a copy of the transcript, with a copy being forwarded to the Local Chairman or designate. At the investigation a Trainman or his representative shall have the right to record, at his expense, the investigation proceedings on a recording device.
- G. If the formal hearing results in assessment of discipline, such decision shall be rendered within fifteen (15) calendar days from the date the hearing is concluded, and the Trainman 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 shall be reimbursed for actual, reasonable and necessary expenses incurred for each day of the hearing. Trainmen 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.

## **ARTICLE 30 - TIME OFF FOR UNION BUSINESS**

- A. A Trainman who is elected or appointed to a full time position with the United Transportation Union shall be granted an unpaid leave of absence for the duration of time he holds such position.
- B. In January of each year, the Union shall provide the Company with the names of the Local Union officers who shall be granted reasonable lay-off privileges, upon request, to conduct official Union business.

## **ARTICLE 31 - ATTENDING COURT AND INQUESTS**

Trainmen who are required to attend court or inquests on behalf of the Company shall be made whole for lost wages, or be paid for actual time in attendance if no lost time is incurred.

## **ARTICLE 32 - LEAVE OF ABSENCE WITHOUT PAY**

### **Section 1 – General**

- A. Trainmen shall not be expected to work when sick, but in case of being compelled to lay off on account of sickness of themselves, or family, shall in some manner notify the proper authority of their inability to protect the service requirements of the Company.
- B. When a Trainman on a regularly assigned run lays off for any cause, upon return to active service he must be available for duty at least three hours before the bulletined call window or starting time of the assignment.
- C. The General Chairperson shall be furnished a copy of each leave of absence granted to Trainmen.
- D. Trainmen may return to work prior to the expiration of a leave of absence when there is no other prohibition.
- E. Trainmen 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 15 days or forfeit seniority as Trainman. Trainmen who forfeit their seniority as a result of the provisions outlined herein with have their employment relationship with the Company terminated. A copy of the notice to the absent Trainman shall be furnished to the Local Chairperson and General Chairperson of the United Transportation Union 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.

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

Trainmen 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 Chairperson of the United Transportation Union.

### **Section 3 – Illness / Injury**

- A. In the event of absence occasioned by illness or injury, Trainmen 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, Trainmen who have been injured on duty shall be permitted to return to work without signing a release.

### **Section 4 – Official / Military**

Trainmen accepting official positions with the Company or the United Transportation Union shall retain their seniority while holding such position, the same as if continuously in train service. Trainmen elected or appointed to public office may be granted leave of absence for the duration of their term of office or appointment. Trainmen 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 5 and 6 for the duration of their military obligation.

## **ARTICLE 33 - JURY DUTY**

When a Trainman is summoned for jury duty and loses time from his assignment as a result thereof, he shall be paid for actual time lost with a maximum of a basic day's pay at the straight time rate of his position for each calendar day lost less the amount allowed him for jury service for each such day, excepting allowances paid by the court for meals, lodging or transportation, subject to the following qualification requirements and limitations:

- (i) A Trainman must furnish the Company with a statement from the court of jury allowances paid and the days on which jury duty was performed.
- (ii) The number of days for which jury duty shall be paid is limited to a maximum of 60 days in any calendar year.
- (iii) No jury duty pay shall be allowed for any day as to which the Trainman receives vacation pay.

## **ARTICLE 34 - BULLETIN BOARDS**

The Company shall provide space on bulletin boards at each on/off duty point to post notice of union business.

## **ARTICLE 35 – CREW CONSIST**

A standard crew shall consist of a Conductor. The Company may assign more than one (1) Trainman to any crew.

## **ARTICLE 36 - CREW CALLING RECORDS**

The Company shall provide the General Chairperson and/or each Local Chairperson with access in the Crew Calling Computer system that enables them to research calling records and history. Information that is not available in the Crew Calling computer system shall be furnished to the General Chairperson or Local Chairperson upon written request.

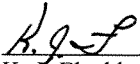
## **ARTICLE 37 - GENERAL PROVISIONS**

- A. This Agreement is made in full and final disposition of all outstanding notices served upon Wisconsin Central Transportation Corporation by United Transportation Union, and also all outstanding notices, if any, served upon United Transportation Union by the Wisconsin Central Transportation Corporation for concurrent handling, pursuant to the provisions of the Railway Labor Act as amended.
- B. The purpose of this Agreement is to fix the general level of compensation and rules covering working conditions through July 31, 2011 and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.
- C. Neither party to this Agreement shall serve prior to February 1, 2011 any notice or proposal for the purpose of modifying, adding to, or deleting from the provisions of this Agreement to become effective prior to August 1, 2011.
- D. The above provisions do not prohibit the Parties from reaching agreements on any subject that may be mutually beneficial and agreeable.

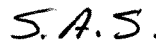
E. This Agreement shall become effective on May 28, 2007 and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended. Except as provided for in the PREAMBLE as contained herein, all other Agreements in effect between the parties shall be considered null and void, and this Agreement is the only Agreement in effect between the parties.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2007, at Homewood, Illinois


**FOR THE UNITED TRANSPORTATION UNION:**

  
\_\_\_\_\_  
K. Flashberger  
General Chairman, G. C. A


3/12/07


  
\_\_\_\_\_  
S. A. Seggerman  
Vice General Chairman, G. C. A

**APPROVED:**

  
\_\_\_\_\_  
P. D. Drennan  
International Vice President

**FOR THE WISCONSIN CENTRAL TRANSPORTATION CORPORATION:**

  
\_\_\_\_\_  
K. K. MacDougall  
Sr. Director – Labor Relations

  
\_\_\_\_\_  
T. E. Rice  
Sr. Manager – Labor Relations

**APPROVED:**

\_\_\_\_\_  
K. A. Madigan  
Vice President – Labor Relations, North America

## **ATTACHMENT “A”**

## **STANDING BID**

A Standing Bid System will operate. Assignment to positions shall be governed by seniority. Trainmen’s job preferences will be maintained in the Crew Calling system and can be updated at anytime. As soon as vacancies (other than temporary vacancies) are known to exist, the senior Trainman having a standing bid listing for the position will be assigned the position if it is a higher preference than the position he currently holds.

Newly established positions will be bulletined for a period of seven (7) days to enable interested Trainmen to update their preferences in the Crew Calling system.

The Standing Bid will also be used in the event of a Trainman being displaced from his position due to bumping or position abolishment, in which case the Trainman will be assigned his next highest preference, subject to seniority.

### **Section 1 – Tri-Annual Bidding**

The current practice of allowing all positions to be bid and filled simultaneously three (3) times per year shall be maintained using the Standing Bid System. Simultaneous bidding shall take place on or about February 1, June 1 and October 1 of each year.

### **Section 2 – Submitting Choices**

- A. A Trainman who does not have a Standing Bid on record with Crew Management Center shall 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. Unfilled position at the progressive next nearest GEB locations within the District, if none,
  - 4. Shall be assigned to the Guaranteed Extra Board at such Trainman’s home terminal to a GEB position that has not been bid upon.
- B. A Trainman who does not record all available positions shall, 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. Shall be assigned to the Guaranteed Extra Board at such Trainman’s home terminal to a GEB position that has not been bid upon.
- C. Where provision is made for the senior qualified applicant to be assigned it shall be subject to prior rights.

### **Section 3 – Temporary Vacancies**

Temporary vacancies of more than fourteen (14) calendar days will be filled in accordance with the Standing Bid System.

### **Section 4 – Unbid Positions**

In the event there are no bids for an assigned position, it shall be filled in accordance with the following:

- 1. If a Trainman vacancy exists:
  - a. Senior qualified Trainman who was displaced and does not have any recorded positions left; if none,
  - b. Senior qualified Trainman who did not record any bids; if none,
  - c. The senior furloughed Trainman within the Terminal; if none,
  - d. The senior furloughed Trainman at the GEB location nearest via highway miles to the location where the vacancy exists; if none,
  - e. The junior Trainman occupying a GEB position at the nearest location where the vacancy exists.



### **Section 5 – Engine Service Employees Returning to Train Service**

Engineers in furlough status returning to train service, upon being advised by the Crew Management Center shall be placed as follows:

1. As per the employee's Trainman's Standing Bid form.
2. If the employee's Standing Bid form has not been submitted, the employee shall immediately submit one.
3. If the Trainman is protected from furlough as provided for in Article 6 of the UTU-WC 2006 Agreement, a position on the GEB may be created if none exists. If the Trainman is not a protected employee, subject to manpower requirements, such employee may be furloughed.

### **Section 6 – Changes**

Changes may be made to this process with the concurrence of the General Chairman and the Sr. Director Labor Relations.

Nothing in the foregoing limits the Company from modifying or replacing its computer systems and required inputs.

## **ATTACHMENT “B”      SUMMARY PLAN – SHORT TERM DISABILITY**

The Income Disability Plan for Trainmen (the Plan) provides continued income to employees during periods of disability, not to exceed 52 weeks, resulting from accident or sickness. The Plan is funded fully by the Company.

### **Eligibility**

All active Trainmen of the Company represented by the United Transportation Union (UTU), are eligible for benefits under this plan. He must have rendered compensated service or received vacation pay in a UTU craft for at least seven days in the calendar month immediately preceding the covered disability.

### **Benefit Summary**

An eligible employee may receive sixty percent (60%) of basic weekly wages up to a maximum benefit of \$546 per week during a covered disability, for a period not to exceed 52 weeks. Benefits from the Plan are paid every two weeks. Any amounts received by an eligible employee from the Company in advance of an FELA settlement or judgment, or any amounts received by an eligible employee or his family under the federal Social Security Act, the Railroad Retirement Act or similar legislation for the same period of covered disability shall reduce the maximum weekly wage benefits hereunder accordingly. There shall, however, be no reduction for monies the employee receives under the Railroad Unemployment Insurance Act.

### **Covered Disability**

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 job as a Trainman (occupational disability). Benefits begin on the fifteenth (15<sup>th</sup>) calendar day of continuous absence while under the care of a licensed physician (MD or DO) for such a covered disability.

The Plan also covers, and an eligible employee is deemed occupationally disabled, if he is admitted on a medically necessary, non-disciplinary basis, to a state licensed substance abuse center or is receiving intensive out-patient/partial hospitalization treatment (American Society of Addiction Medicine Level II or greater) for substance abuse. This plan does not provide any benefits of any kind for an employee who is being disciplined for a violation of the Railroad’s Substance and Alcohol Free Environmental (S.A.F.E.) Policy.

The maximum benefit period for occupational disability occasioned by substance abuse is six (6) weeks. Eligibility is further limited to two (2) occurrences per lifetime and payment is conditional upon completing the program. Benefits are subject to completion of an approved program; if the program is not completed, benefits shall be forfeited or must be repaid.

Since benefits are payable only during a period of disability from performing his normal duties as a Trainman, it is important that you understand when this period begins and ends.

Each period of a covered disability shall start as soon as you are (1) disabled as defined under the Plan and (2) under the care of a licensed physician. You will not be considered to be under the care of a licensed physician more than 31 days before he has seen and treated you personally for the disease or injury causing the covered disability. The administrator for medical necessity shall review your claim and appropriateness of time off needed for your condition/illness. It is subject to approval by the Plan Administrator.

### **Filing a Claim**

You must complete all required claim forms in order for benefits to be payable under the Plan. Your claim is subject to approval by the Plan Administrator and you must be under the ongoing care of a licensed physician. Continuation of benefits after the approval of the initial claim shall be contingent upon the completion and submission of periodic updates from the attending physician.

## Duration of Benefits and Successive Periods of Disability

Occupational disability caused by injury or sickness is subject to a maximum benefits duration of 52 weeks starting on the fifteenth (15<sup>th</sup>) day of continuous absence while under a physician's care. New periods of disability due to the same or a related cause must be separated by a return to active regular duty as a Trainman for at least two (2) weeks in a row and begin on the fifteenth (15<sup>th</sup>) day of continuous absence while under a physician's care. Disability periods due to an unrelated cause must be separated by a return to active regular duty for at least (1) day and begin on the fifteenth (15<sup>th</sup>) day of continuous absence while under a physician's care. Any new periods of disability are subject to the 14-day waiting period. Benefits for occupational disability due to substance abuse are subject to a maximum duration of six (6) weeks and are further limited to a maximum of two occurrences in the employee's lifetime. Payment of benefits is conditioned upon completion of an approved substance abuse program.

## Limitations

In addition to the limitations already expressed, the Plan does not provide any benefits for a period when the company has suspended or terminated the employee for non-medical disciplinary reasons or when the employee is occupationally disabled due to incarceration; intentional self-inflicted injury or the attempt thereof; the commission or attempt to commit an assault, battery or felony, or an act of war or insurrection or participation in a civil disturbance.

## Rights of Subrogation, Set Off and Lien

In case of a disability for which the eligible employee may have a right of recovery against either the Company or a third party, or both, disability benefits shall be paid under the Plan pending final resolution of the matter so that the employee shall not be exclusively dependent upon his sickness benefits under the Railroad Unemployment Insurance Act. It is not intended, however, that benefits under the Plan shall duplicate, in whole or in part, any amount recovered from either the employing railroad or a third party whether by settlement, judgment or otherwise, and it is intended that benefits paid under the Plan shall satisfy any right of recovery against the employing railroad to the extent of the benefits so provided.

Accordingly, benefits paid under the Plan shall be setoff against any right or recovery the employee may have against the Company for the disability. And the Company shall be subrogated and shall have a lien as against any right of recovery the employee may have against any other party to the extent of plan benefits received. As a condition to paying any benefits under the Plan, the Company, or the Plan Administrator if one is involved, may require the employee to first agree in writing to the reduction or setoff against FELA recovery as described above as well as assignment, subrogation, repayment and lien against any amounts recovered from a third party to the extent of benefits paid under the Plan.

If at any time during the covered disability, you apply for and are awarded a disability annuity by the Railroad Retirement Board or the Social Security Administration and said annuity is retroactive to the beginning of your total disability or any portion thereof, all monies paid under the Plan shall be reimbursed to the Company upon receipt of your retroactively paid lump sum payment from the Railroad Retirement Board or Social Security Administration.

## Termination of Benefits

Benefits under the Plan terminate when:

- The employee ceases to be occupationally disabled as defined herein or dies;
- The employee ceases to be under the continuous care and treatment of a licensed physician;
- The employee refuses to furnish adequate proof to the Company's Medical Department or the Plan Administrator of the continuance of occupational disability as herein defined or when the employee refuses to be examined by a physician designated by either of them;
- The employee no longer holds seniority as a Trainman;
- The employee is terminated by or resigns from the Company;
- The employee is awarded an annuity by the Railroad Retirement Board or Social Security Administration; or

## Income Tax

Disability Income benefits paid under the Plan are income subject to Federal and/or State Income Tax. Taxes will be deducted based on the most current W-4 on record.

Railroad Retirement Tier I tax is automatically deducted from Disability Income benefits during the first six months of disability payment.

## Claims Procedures

Call the Plan Administrator to file a claim. Any necessary paperwork in order to properly adjudicate the claim will be provided to the employee or physician by the Plan Administrator.

## Return to Work

It is your responsibility to notify the Plan Administrator when you return to work. Any benefits paid by this plan after your return to work must be returned to the Plan immediately.

## Name of the Plan

Wisconsin Central Transportation Corporation Income Disability Plan for Trainmen.

## Name and Address of the Plan Sponsor

CN Railway Company  
17641 South Ashland Avenue  
Homewood, Illinois 60430-1345

A copy of the formal Plan Document may be requested by writing to the above address.

## Administration

The plan is self insured by the Company. Any questions with respect to the administration of the plan, eligibility, length and duration of benefits may be directed to the Plan Administrator. The Company may change the Plan Administrator at any time.

## Definitions

Active Regular Duty: Active regular duty means performing all the regular duties of a Trainman's job in a satisfactory manner on a full duty basis.

Basic Weekly Wages: the employee's average weekly gross income from the Company for work as a Trainman during the previous 26 bi-weekly pay periods or such shorter time that he has been employed by the Company but not less than \$400 per week. Basic weekly wages includes earnings deferred from taxation under section 401(k) of the Internal Revenue Code but does not include earnings for work in other than a UTU craft.

Company: The Wisconsin Central Transportation Corporation, its subsidiaries, or its affiliates.

Compensated Service: Compensated service means performing and receiving compensation for all of the regular duties of a Trainman's job in a satisfactory manner on a full-time, full-duty basis.

Covered Disability: A physical illness, injury, mental illness or pregnancy, which prevents the employee from actively performing the normal duties of his job as a Trainman.

Licensed Physician: a medical doctor (MD) or osteopathic doctor (DO). An application for disability income, and/or ongoing medical documentation supporting the need for continuation of disability, shall only be accepted by a licensed physician who is a medical or osteopathic doctor.

Plan Administrator: The Plan Administrator, as designated by the Plan Sponsor, shall administer this Plan in accordance with its terms and shall have all powers necessary to carry out the provisions of this Plan including but not limited to the determination of covered disability status.

## **ATTACHMENT “C” - Questions and Answers**

### **ARTICLE 4 - Scope**

- Question 1: In regards to Note 2, once a crew is working as a unit can they be split up?  
Answer 1: No.
- Question 2: In regards to Note 3, can a Company officer be used temporarily to fill a vacancy if the provisions of Article 11-D, 1-4 have been exhausted?  
Answer 2: Yes, however, every effort shall be made to call a Conductor to meet the train enroute to relieve the Company Officer substituting for a Conductor.
- Question 3: May the Company utilize Trainmen in furlough status to fill a vacancy if the provisions of Article 11-D, 1-5 have been exhausted?  
Answer 3: Yes, in accordance with Article 7, Section 3-A.
- Question 4: May an individual, other than a Trainman, be utilized to fill a vacancy if the provisions of Article 11 D, 1-4 have been exhausted?  
Answer 4: Yes, however, this shall not result in a regular practice and the Company must continue to hire Trainmen in order to avoid this practice.
- Question 5: With regard to Note 4, a current assignment (push-pull train that operates between Green Bay and Stevens Point) has been historically operated as an engineer-only. Can this current assignment continue to operate without a Conductor?  
Answer 5: Yes, however, this practice shall be limited to this assignment and the Company may assign a Conductor to this position. Additionally, if a new crew is called due to the HOS, the recrew must include a Conductor.
- Question 6: With regard to Note 4, a current assignment (hostler/helper assignment(s) at Fond du Lac) has been historically operated as an engineer-only. Can this current assignment continue to operate without a Conductor?  
Answer 6: Yes, however, this practice shall be limited to this assignment and the Company may assign a Conductor or Utilityman to this position.

### **ARTICLE 7 – Seniority**

#### **Section 7**

- Question 7: How will assignments be allocated for those Trainmen who possess prior rights on the former FV&W, SSAM and WC at Schiller Park Yard?  
Answer 7: As in the past, allocation shall be handled between the Local Chairman and Division Superintendent as outlined in Side Letter 3.
- Question 8: With respect to manning trains received in interchange from the EJ&E at Leithton, will Fond du Lac crews continue to be used?  
Answer 8: Yes, the current operations with respect to manning trains will continue as it is today with FDL crews.
- Question 9: Will Trainmen be allowed to bid between Stevens Point and Wisconsin Rapids each bid period?  
Answer 9: Yes, based on the number of available positions and seniority provisions.

Question 10: In application of this provision, will Trainmen be entitled to claim the driving allowance?  
 Answer 10: No, as this applies to Trainmen who have voluntarily exercised their seniority between these two terminals.

**ARTICLE 8 – Job Vacancies and Bidding**

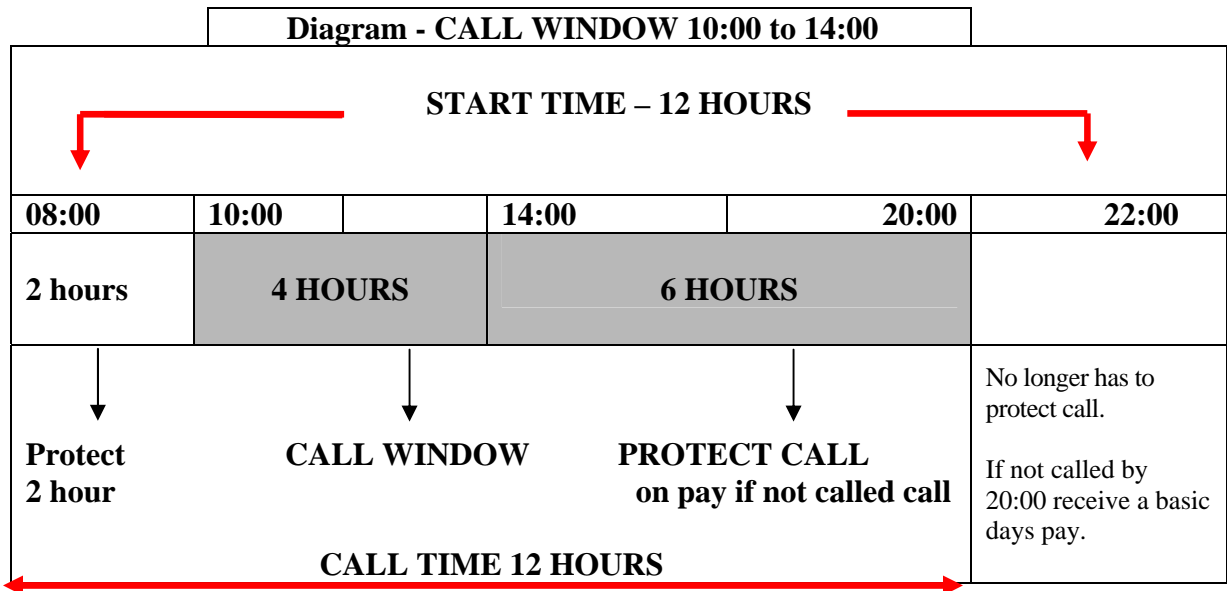
**Section 1**

Question 11: How shall assignments/positions be allocated every tri-annual bid period?  
 Answer 11: Necessary allocation of regular assignments and GEB positions shall be handled between the Local Chairman and the Division Superintendent the last two (2) weeks of the current tri-annual bid period. Example: Number of regular assignments and GEB positions, start times, rest day(s), etc.

Question 12: May a relief assignment be established which results in less than 48 hours off for the rest period?  
 Answer 12: Yes, with concurrence of the Local Chairman. Example – an assignment may start at 2300 hours on Friday, then have Saturday and Sunday off, then relieve an assignment that starts at 07:00 on Monday.

Question 13: In regards to Note 1, what is a Regular Assignment?  
 Answer 13: A Regular Assignment is a position that has a designated start time or a call window.

Question 14: How shall the call window be applied?  
 Answer 14: As outlined below.



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

Question 15: What time does Trainman A go on pay?  
 Answer 15: For pay purposes only, Trainman A goes on pay at 14:00.

Question 16: How long does the Trainman have to remain available after the end of their call window to protect a call?

Answer 16: The Trainman is on pay at 14:00 and has to remain available to accept a call until 20:00 for a 22:00 start. The Trainman may not be called to report for duty later than 22:00.

Question 17: If the Trainman is not called by 20:00 for a 22:00 start, how much shall he be compensated for that day?

Answer 17: The Trainman shall be compensated a basic day.

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

Question 18: What time does Trainman A go on pay?

Answer 18: 10:00

Trainman A is called in advance of his advertised spread time to report for duty at 09:00.

Question 19: What time does Trainman A go on pay?

Answer 19: 09:00. However, in addition to his earnings for that day, Trainman shall be allowed five (5) hours pay at the basic rate. However, if Trainman A is unavailable, this is not a "missed call".

Question 20: Can Trainmen 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 20: Yes, and their call window or assigned start time shall apply on the next tour of duty.  
**Note:** This provision is to allow Trainmen to properly prepare for an away-from-home terminal trip. There is no penalty if the Trainman is returned to their home terminal. However, if a Trainman is bulletined to tie-up at their home terminal, this cannot be changed to tie-up at the away-from-home terminal.

Question 21: Is it possible for a window assignment to have less than 48 consecutive hours off for their scheduled rest days?

Answer 21: Yes, at the option of the Trainman in order to protect his next advertised spread time.

Question 22: Pursuant to the provisions of Article 4, what defines the duties of the Utilityman position?

Answer 22: A Utilityman is a single position assignment working at an on/off duty point in a terminal within the district. The duties of a Utility Trainman are defined herein (where Carmen are not available):

- (a) Couple air hoses, bleed air, and set or release handbrakes.
- (b) Perform air tests.
- (c) Line switches for yard transfer and train movements and for movement of engines between trains, roundhouse, ready track or any other location.
- (d) May perform Flagman duties within the confines of established Terminal limits.
- (e) Other duties traditionally performed by utility Trainmen.

Question 23: May a Utility Trainman assist any crew operating within Terminal limits?

Answer 23: Yes, once assigned to assist a crew, the Utility Trainman may not assist any other crew until the movement he is assigned to assist is completed.



Question 24: May a Utility Trainman fill a vacated position in the event a member of a crew fails to report for duty or discontinues duty before the completion of that assignment?

Answer 24: Yes, if a replacement for the vacated position is available from a normal source of supply, the Utility Trainman may not be required to fill the vacated position for more than three (3) hours. In the event that no Trainman is available to fill the vacancy, or the vacated position cannot be filled in the three (3) hour limit, the Utility Trainman shall fill the vacancy and go off duty with the crew, provided that he does not violate the Federal Hours of Service Law. In application of this paragraph when the Utility Trainman fills the vacancy, for more than three (3) hours he shall be considered a regular member of the crew, and no longer be required to fulfill the duties of Utility Trainman.

Question 25: May a Utility Trainman be required to work with a Hostler assignment?

Answer 25: Yes.

Question 26: May a Utilityman be required to assist an assignment at an out-laying location during the same shift?

Answer 26: Yes, in accordance with Agreement provision(s), however, Utility positions shall tie up at his regular on/off duty point of their assignment.

## **ARTICLE 9 – Annulment of Assignments**

Question 27: Will every assignment receive a 24-hour notice if annulled on a holiday?

Answer 27: Every assignment as near as possible shall receive a 24-hour notice. It is understood that some industries cannot give 24 hours notice and the Company shall attempt to provide a notice as near as practical.

Question 28: For the purpose of this Article only, is the GEB considered an “assignment”?

Answer 28: Yes.

## **ARTICLE 10 – Abolishment and Displacement**

### **Paragraph C**

Question 29: Can the start time of a regular assignment be adjusted one hour forward, or two hours back, on a tour of duty basis, without triggering the provisions of Article 10-C?

Answer 29: Yes.

## **ARTICLE 11 – Guaranteed Extra Board**

### **Paragraph A-2**

Question 30: Is a Trainman who is at his home terminal required to accept a call for duty that commences on or after 20:00 on the day preceding their assigned rest day(s)?

Answer 30: No. Trainmen must be called by 18:00 hours. (Exception: at the Trainman’s option, he may accept a call for duty subsequent to 20:00 hours.)

### **Paragraph D**

Question 31: In the application of Article 11 D-3 and D-5 if GEB Trainmen are held for up to five (5) days, will the “hold-down” provisions apply?

Answer 31: Yes.

**Paragraph E**

Question 32: If a Trainman misses a call on the GEB, is he considered in lay-off status for the twelve (12) hours he is held off the working board?

Answer 32: Yes, subject to the provisions of Article 11 E-3.

Question 33: Can a GEB Trainman in lay-off status be considered as missing a call while on such status?

Answer 33: No, however, such Trainman shall have their GEB bi-weekly rate offset by 1/10<sup>th</sup>.

**Paragraph F**

Question 34: How will a work week for the GEB be defined?

Answer 34: For the purposes of the GEB, a work week is defined as a seven (7) day interval comprised of five (5) consecutive working/protect days with two (2) consecutive scheduled rest days and six (6) consecutive working/protect days with one (1) scheduled rest day.

**Paragraph L**

Question 35: In the application of Article 11 L, “Work-Train” and “Hold-Down”, shall the provisions of Article 17 apply?

Answer 35: Yes.

Question 36: How will the times for deadheading and board placement be determined?

Answer 36: The Local Chairperson and the Division Superintendent and/or their designates, shall meet and develop the applicable times.

**ARTICLE 13 – Rules / Instruction Classes**

**Paragraph A**

Question 37: Will Trainmen be required to attend rules or instruction classes on their rest day?

Answer 37: Every effort shall be made to accommodate the Trainmen’s rest schedule. If a Trainman is required by the Company to attend a class on his rest day, then he will be compensated at the overtime rate.

Question 38: Will Trainmen be afforded a schedule of time(s) and date(s) prior to rules and instruction classes in order to properly prepare?

Answer 38: Yes.

**ARTICLE 14 – On and Off Duty Points**

**Paragraph A**

Question 39: Can a Trainman have more than one off-duty point at an away-from-home terminal?

Answer 39: Yes, the bulletin issued must describe the on/off duty point for any particular ID Through Freight. Example: a bulletin may list Fond du Lac as an on duty location and Markham as an off-duty location for one train and Glenn as an off-duty location for a different train. If a crew is called to take one of these trains, the crew shall observe the respective off-duty location within the District.

## **ARTICLE 15 – Calling for Duty**

### **Paragraph B**

Question 40: Will Trainmen be allowed to designate an alternative phone number in addition to their primary phone number for calling purposes?

Answer 40: Yes, however, the primary phone number shall be used to determine a Trainman's availability.

## **ARTICLE 20 – Holidays**

### **Paragraph A**

Question 41: Does a contractually paid day utilized before or after a holiday satisfy the availability requirement?

Answer 41: Yes, paid days such as PLDs or vacation satisfies the requirement.

Question 42: Do assigned rest days count towards the qualification of holiday pay?

Answer 42: Yes, as long as the Trainman has fulfilled the requirements of the assignment.

## **ARTICLE 21 – Vacation**

### **Section 2**

Question 43: Will existing prior right vacation entitlements be preserved?

Answer 43: Yes, administering vacations shall be handled between representatives of the Company and the UTU Local Chairman.

Question 44: For scheduling purposes, will Trainmen be allowed to take an unpaid day(s) or PLD(s) concurrent with their vacation week(s)?

Answer 44: Yes.

## **ARTICLE 22 – BENEFITS**

Question 45: Will the employee be responsible for any contributions outside the normal process of enrollment?

Answer 45: No, the program is self-sufficient and maintains itself through employee contributions.

## **SIDE LETTER 4 - Assignments**

Question 46: With respect to Side Letter 4 – Assignments, will Conductors protecting 6/1 assignments be afforded reasonable lay-off privileges?

Answer 46: Yes, as per outlined in Article 11 D.

## **SIDE LETTER 6 – Disability Plan**

Question 47: With respect to Side Letter 6 – Disability Plan, will Conductors covered under the current Short Term Disability Plan have to fulfill the 14 day waiting period to be enrolled in the new Short Term Disability Plan as outlined in ATTACHMENT “B”?

Answer 47: No, the Conductor has already fulfilled the waiting period obligation under the old plan and will be immediately enrolled in the new plan.

**Side Letter 1 – Retroactive Back-pay**



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

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

March 12, 2007

Mr. K. J. Flashberger  
General Chairman  
United Transportation Union  
1221 Delanglade Street  
Kaukauna, WI 54130

Dear Sir,

This following shall confirm our discussions during the just concluded negotiation that resulted in the March 12, 2007 Memorandum of Agreement.

All Trainmen shall receive retroactive back-pay commencing from August 1, 2004 through and including May 27, 2007 due in accordance with the provisions as set forth in Article 5 – Wages as contained in this Agreement. Retroactive back-pay shall be paid no later than thirty (30) days subsequent to the effective date of this Agreement by separate check.

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

Yours truly,

I concur: \_\_\_\_\_

R. K. MacDougall  
Sr. Director Labor Relations

K. J. Flashberger  
General Chairman

**Side Letter 2 – Clarification of Intent**



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

**United States Region**  
Labor Relations Department  
17641 South Ashland Ave,  
Homewood, IL 60430-1345

March 12, 2007

Mr. K. J. Flashberger  
General Chairman  
United Transportation Union  
1221 Delanglade Street  
Kaukauna, WI 54130

Dear Sir,

The following confirms our discussion during the just concluded negotiations that resulted in the March 12, 2007 Memorandum of Agreement.

During our discussions the Parties agreed that the Highest Designated Officer of the Company and the General Chairman, UTU, 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,

I concur: \_\_\_\_\_

R. K. MacDougall  
Sr. Director Labor Relations

K. J. Flashberger  
General Chairperson

**Side Letter 3 – Prior Rights**



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

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

March 12, 2007

Mr. K. J. Flashberger  
General Chairman  
United Transportation Union  
1221 Delanglade Street  
Kaukauna, WI 54130

Dear Sir,

This following shall confirm our discussions during the just concluded negotiation that resulted in the March 12, 2007 Memorandum of Agreement.

Trainmen holding prior rights on the former Fox Valley & Western Ltd. or Sault Ste. Marie Bridge Company, hereinafter referred to as FVW or SSAM, shall have prior rights to the number of positions that existed on June 26, 2002. Consistent with the manner in which seniority is exercised these positions shall be subject to selection by the prior right Trainmen identified on the seniority roster with the appropriate prior right designation noted in their ranking on the seniority roster. Prior right Trainmen on the former FVW or SSAM shall lose their prior right designation when the last prior right Trainman on the applicable territory retires, resigns or otherwise ends his employment with the Company.

Additionally, it is mutually agreed and understood that the number of prior right Trainmen positions/assignments advertised at Schiller Park Yard located at Schiller Park, Illinois shall not be less than eighteen (18). The number of prior right positions shall be reduced by one each time one of the protected Trainmen retires, resigns or otherwise ends his employment with the Company, or voluntarily exercises his seniority out of Schiller Park.

We agreed that the following prior rights positions exist as of June 26, 2002 and January 27, 2006;

- SSAM 8 positions on the former SSAM
- FVW 31 positions on the former FVW
- WC 18 positions at Schiller Park, Illinois

Trainmen whose names appear on the Conductors' consolidated WC roster will continue to utilize their system seniority in acquiring and holding assignments or positions within their respective home terminal or Seniority District on all other assignments except the positions noted above.

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

Yours truly,

I agree: \_\_\_\_\_

R. K. MacDougall  
Sr. Director Labor Relations

K. J. Flashberger  
General Chairman

## Side Letter 4 – Assignments at Outlying Locations



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

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

March 12, 2007

Mr. K. J. Flashberger  
General Chairman  
United Transportation Union  
1221 Delanglade Street  
Kaukauna, WI 54130

Dear Sir,

The following confirms our discussion during the just concluded negotiations that resulted in the March 12, 2007 Memorandum of Agreement.

With respect to Article 8, we agreed that at certain locations where there are no GEBs it may be necessary in certain circumstances to bulletin assignments as six (6) days on with one (1) scheduled rest day. These locations shall be determined by mutual agreement between the parties. The current locations that may be bulletined as 6/1 assignments are (Q&A 46):

Taylor  
New Richmond  
Marshfield

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

Yours truly,

I concur: \_\_\_\_\_

R. K. MacDougall  
Sr. Director Labor Relations

K. J. Flashberger  
General Chairman

**Side Letter 5 – Rest Days**



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

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

March 12, 2007

Mr. K. J. Flashberger  
General Chairman  
United Transportation Union  
1221 Delanglade Street  
Kaukauna, WI 54130

Dear Sir,

This following shall confirm our discussions during the just concluded negotiation that resulted in the March 12, 2007 Memorandum of Agreement.

The Company will establish and bulletin as many five (5) and two (2) assignments, as many six (6) and two (2) assignments and as many five (5) and two (2) / six (6) and one (1) Guaranteed Extra Board positions as possible effective with the June 1, 2007 Tri-Annual bid. Effective January 1, 2008 and thereafter, the specificities contained in the March 12, 2007 Memorandum of Agreement shall apply.

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

Yours truly,

I concur: \_\_\_\_\_

R. K. MacDougall  
Sr. Director Labor Relations

K. J. Flashberger  
General Chairman



**Side Letter 6 – Disability Plan**



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

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

March 12, 2007

Mr. K. J. Flashberger  
General Chairman  
United Transportation Union  
1221 Delanglade Street  
Kaukauna, WI 54130

Dear Sir,

This following shall confirm our discussions during the just concluded negotiation that resulted in the March 12, 2007 Memorandum of Agreement.

All Trainmen who are currently on the Disability Plan as provided for in the Wisconsin Central Ltd Policy 3.10.2 as of the effective date of this Agreement, shall convert to the new terms and conditions as set forth herein until such Trainmen return to active service with the Company. (Q&A 47)

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

Yours truly,

I concur: \_\_\_\_\_

R. K. MacDougall  
Sr. Director Labor Relations

K. J. Flashberger  
General Chairman

**Side Letter 7 – Supplies**



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

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

March 12, 2007

Mr. K. J. Flashberger  
General Chairman  
United Transportation Union  
1221 Delanglade Street  
Kaukauna, WI 54130

Dear Sir,

This following shall confirm our discussions during the just concluded negotiation that resulted in the March 12, 2007 Memorandum of Agreement.

The Company shall provide Trainmen with safety vests, safety glasses (prescription or non-prescription), lanterns and lantern batteries. Additionally, single-use containers of bottled drinking water, ice, and sanitary coolers for holding same will be supplied at no expense to the Trainmen. Trainmen are responsible for the proper care of equipment issued to them. If steel-toed boots are required, the Company’s Shoe Program, as may be amended from time to time, will be provided to Trainmen under this Agreement.

Additionally, the Company shall provide Trainmen with a comfortable, suitable and adequate seat(s) on locomotive engines.

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

Yours truly,

I concur: \_\_\_\_\_

R. K. MacDougall  
Sr. Director Labor Relations

K. J. Flashberger  
General Chairman

**Side Letter 8 - Duties**



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

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March 12, 2007

Mr. K. J. Flashberger  
General Chairman  
United Transportation Union  
1221 Delanglade Street  
Kaukauna, WI 54130

Dear Sir,

This following shall confirm our discussions during the just concluded negotiation that resulted in the March 12, 2007 Memorandum of Agreement.

Trainmen shall have the exclusive right to perform the duties of a Conductor on all assignments/positions, as described herein. As outlined in the CN USOR, such Conductor(s) shall be in charge on all assignments/positions.

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

Yours truly,

I concur: \_\_\_\_\_

R. K. MacDougall  
Sr. Director Labor Relations

K. J. Flashberger  
General Chairman

**Side Letter 9 – Hours of Service**



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

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

March 12, 2007

Mr. K. J. Flashberger  
General Chairman  
United Transportation Union  
1221 Delanglade Street  
Kaukauna, WI 54130

Dear Sir,

The following confirms our discussion during the just concluded negotiations that resulted in the March 12, 2007 Agreement. The parties have agreed to a mandatory requirement to renegotiate the compensation terms of the agreement if the Federal Hours of Service Act regulations are changed as a result of any Governmental entity enacting or changing 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 ten (10) hours per tour of duty, or less than the six (6) and two (2) work rest cycle on assignments or something less than the agreed upon work rest cycle for the GEB or any combination thereof as outlined in Article 8 of the Agreement, the parties will meet within fifteen (15) days of notification of such change. Negotiations shall not exceed fifteen (15) days, unless otherwise mutually agreed and the parties will negotiate with a view toward a reduction in the hourly rate of pay in effect. It is understood that in no case shall the hourly rate reduction be more than the proportional decrease in hours worked. If an agreement on the 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 time frame, either party may initiate proceedings by serving written notice of intent on the other party to progress the issue to arbitration. Within fifteen (15) 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 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.

I trust the foregoing reflects our discussions on this matter.

Yours truly,

I concur: \_\_\_\_\_

R. K. MacDougall  
Sr. Director Labor Relations

K. J. Flashberger  
General Chairman

## Side Letter 10 – Work/Rest Cycles



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

**United States Region**  
Labor Relations Department  
17641 South Ashland Ave,  
Homewood, IL 60430-1345

March 12, 2007

Mr. K. J. Flashberger  
General Chairman  
United Transportation Union  
1221 Delanglade Street  
Kaukauna, WI 54130

Dear Sir,

The following confirms our discussion during the just concluded negotiations that resulted in the March 12, 2007 Memorandum of Agreement

Because the parties recognize that this Agreement addresses and rectifies work/rest issues on this property, it is hereby agreed and understood that the Company shall make every effort to ensure that all Trainmen on all regular assignments are granted their work/rest in accordance with the work/rest cycle advertised and associated with such assignments.

The aforementioned shall apply to Guaranteed Extra Board positions. However, in the event it is not feasible to adhere to the work/rest for such GEB positions in accordance with the work/rest cycle advertised and associated with such assignments due to the fact that such Trainman is at an away-from-home terminal when his rest is to commence, the Company may utilize such Trainman on a GEB position on his scheduled rest day and such Trainman shall be permitted to take his two (2) consecutive rest days (not less than forty-eight consecutive hours) or his one (1) consecutive rest day (not less than twenty-four consecutive hours) upon his tie-up at his home terminal. This is not intended to adversely affect or reduce a Trainman's guarantee.

In the event a Trainman on a regular assignment lays off at his home terminal on an assignment that is scheduled to tie-up at an away-from-home terminal, such Trainman must lay off for two (2) consecutive days in order to remain in cycle with his assignment. Such Trainman may mark up on the Available Board for the purpose of attempting to provide service for the Company in accordance with the provisions as contained in Article 11 D. However, if called from the Available Board, that assignment shall not interfere with the starting time of his regular assignment for the purpose of being rested under the Hours of Service Act.

Given these measures, we believe that the proposed arrangements will provide the employees an opportunity to plan in advance the use of their rest days. We do however acknowledge your concerns that some crews may work into their rest days and on this basis we have affirmed our commitment, when feasible, to arrange for Window Crews to be deadheaded or to work back to their home terminal in order to be in-place to begin their scheduled rest day(s). With this in mind, at the employee's request, the Company will attempt to work any out-of-cycle crews "locally" on their 'Friday', when practical, to facilitate their being home for their scheduled rest day(s).

The Company was concerned that employees may cause the out-of-cycle situation due to their unavailability to protect their assignment. The parties agreed, in this case, that the Company is not obligated to utilize such out-of-cycle employee; however, the Company may call such employee if the needs of service dictate.

If an employee elects to take the full 48 (or 24) hours off under the applicable provisions contained in this Agreement, and the rest period does not allow the employee to protect his bulletined call window on the first day of the work week, such employee may be used on other work within the Scope of this Agreement, with consideration to keeping the employee “in-cycle” for his next available call window.

In the event that problems are noted we agreed to address the matter in our Labor / Management Committee. We will jointly analyze the situation and explore options which may include an arrangement permitting an employee to work an assignment that will tie-up at the home terminal on the final day of the employees work cycle.

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

Yours truly,

I concur: \_\_\_\_\_

R. K. MacDougall  
Sr. Director Labor Relations

K. J. Flashberger  
General Chairperson

## Side Letter 11 – Remote Control Operation - RCO



**United States Region**  
Labor Relations Department  
17641 South Ashland Ave,  
Homewood, IL 60430-1345

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

March 12, 2007

Mr. K. J. Flashberger  
General Chairman  
United Transportation Union  
1221 Delanglade Street  
Kaukauna, WI 54130

Dear Sir,

The following confirms our discussion during the just concluded negotiations that resulted in the March 12, 2007 Memorandum of Agreement regarding potential future introduction of remote control technology by the Company.

During our discussions the Company agreed that when remote control technology is introduced such technology may be operated by Trainman. The Union acknowledges that the Company may operate remote technology in the performance of non-traditional train operations, such as by the Car/Equipment Department personnel within the confines of the car and equipment repair facilities, who have been trained in the operation of Remote Control Technology.

The Labor Management Resolution Committee shall meet prior to the implementation of Remote Control Technology to review the training program, the selection of the Trainers, scheduling of training and to address issues that may arise with implementation of remote control assignments, and the following shall apply:

1. Training shall be done by trainers qualified, consistent with an FRA Approved training program.
2. Trainmen attending instructional classes shall be compensated in accordance with Article 13 of the Agreement dated March 12, 2007.
3. Should a Trainman be required to attend training at a point other than his home terminal point expenses outlined in Article 17, Section 2 shall be available and a meal expense of \$20.00 a day in addition to lodging shall be provided.
4. Bulletins shall be issued pursuant to Article 8 of the Agreement dated March 12, 2007 advertising applications to be taken for the position of Remote Control Operator (**RCO**). In the event no applicants are received for the bulletin, the provisions of Article 8, Section 2 of the Agreement dated March 12, 2007 shall apply.
5. Trainmen operating an RCO assignment shall be paid the rates outlined in Article 5 of the Agreement dated March 12, 2007.
6. Qualified RCO employees shall not be permitted to displace from an RCO assignment, when there are no other qualified RCO employees available to protect the assignment or unless the RCO assignment is abolished and the employee is unable to secure another RCO position. However, such employees shall not be required to remain on an RCO assignment for in excess of one hundred eighty (180) days.
7. RCO employees shall be responsible for all Trainman duties assigned in addition to the operation of the Remote Control Locomotive (**RCL**).
8. Vacancies on an RCO assignment shall be filled from the GEB. Failing to have available qualified Trainman on the GEB, the senior rested available qualified RCO employee shall be called.

At locations where Remote Control Technology is implemented all employees at such locations shall be availed training and qualified in the operation of such technology as necessitated by operational requirements.

Additionally, there shall be a Trainman on all remote control assignments. Furthermore, in recognition of the unique agreements and history on this property locomotive engineers may operate remote control technology and in doing so may perform similar duties as a Trainman; however, this Agreement is not intended to infringe upon the craft of locomotive engineer.

Nothing in this agreement prevents the Company from continuing to operate existing RCO operations at Escanaba Ore Docks and Gladstone.

The provisions of this Side Letter are limited to specific existing practices on this property only and they are not referable, and they shall not be referred to by the Company (or disclosed to a third party who does so refer) before any public body, including courts, agencies, arbitration boards, Presidential Emergency Boards, or the Congress, unless required by law.

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

Yours truly,

I concur: \_\_\_\_\_

R. K. MacDougall  
Sr. Director Labor Relations

K. J. Flashberger  
General Chairperson



**Side Letter 12 – Chicago Implementing Agreement**



**United States Region**  
Labor Relations Department  
17641 South Ashland Ave,  
Homewood, IL 60430-1345

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

March 12, 2007

Mr. K. J. Flashberger  
General Chairman  
United Transportation Union  
1221 Delanglade Street  
Kaukauna, WI 54130

Dear Sir,

The following confirms our discussion during the just concluded negotiations that resulted in the March 12, 2007 Memorandum of Agreement.

The terms and conditions of the UTU Chicago Terminal Merger Implementing Agreement effective January 28, 2006 remain in effect. Should the provisions of the March 12, 2007 Agreement conflict with the terms and conditions contained in the UTU Chicago Terminal Merger Implementing Agreement, the UTU Chicago Terminal Merger Implementing Agreement will apply.

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

Yours truly,

I concur: \_\_\_\_\_

R. K. MacDougall  
Sr. Director Labor Relations

K. J. Flashberger  
General Chairperson

**Side Letter 13 – Health and Welfare**



**United States Region**  
Labor Relations Department  
17641 South Ashland Ave,  
Homewood, IL 60430-1345

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

March 12, 2007

Mr. K. J. Flashberger  
General Chairman  
United Transportation Union  
1221 Delanglade Street  
Kaukauna, WI 54130

Dear Sir,

The following confirms our discussion during the just concluded negotiations that resulted in the March 12, 2007 Memorandum of Agreement regarding Health and Welfare. It is understood that all of the provisions as contained in the November 6, 2003 National Health and Welfare Agreement shall be implemented as soon as possible. Until such time as this conversion into this Plan, the Trainmen shall remain in their existing Health and Welfare Plan.

The employee contribution provided for in the November 6, 2003 National Health and Welfare Agreement is currently \$148.98 (pre-tax) per calendar month.

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

Yours truly,

I concur: \_\_\_\_\_

R. K. MacDougall  
Sr. Director Labor Relations

K. J. Flashberger  
General Chairperson

## Side Letter 14 – Passport Reimbursement



**United States Region**  
Labor Relations Department  
17641 South Ashland Ave,  
Homewood, IL 60430-1345

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

March 12, 2007

Mr. K. J. Flashberger  
General Chairman  
United Transportation Union  
1221 Delanglade Street  
Kaukauna, WI 54130

Dear Sir,

The following confirms our discussion during the just concluded negotiations that resulted in the March 12, 2007 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 train service employee with an established seniority date prior to May 27, 2007 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 obtained within 12 months immediately preceding the legal requirement.
2. It being a requirement of service.
3. It being a first-time passport and not a renewal.
4. Proper documentation being submitted for reimbursement.

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

Yours truly,

I concur: \_\_\_\_\_

R. K. MacDougall  
Sr. Director Labor Relations

K. J. Flashberger  
General Chairperson