

A MERGER IMPLEMENTING AGREEMENT

BETWEEN

**WISCONSIN CENTRAL LTD. / DULUTH, MISSABE AND IRON RANGE
RAILWAY CO. / DULUTH, WINNIPEG AND PACIFIC RAILWAY COMPANY**

AND

**ITS EMPLOYEES REPRESENTED BY
UNITED TRANSPORTATION UNION**



January 1, 2012

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MERGER IMPLEMENTING AGREEMENT

between

**WISCONSIN CENTRAL LTD. / DULUTH, MISSABE AND IRON RANGE RAILWAY CO. /
DULUTH, WINNIPEG AND PACIFIC RAILWAY COMPANY**

and

their Employees represented by

UNITED TRANSPORTATION UNION

PREAMBLE

WHEREAS, through a series of transactions, the Canadian National Railway Company (“CNR”), and Grand Trunk Corporation (collectively, “CN”) received approval from the Surface Transportation Board or its predecessor agency, the Interstate Commerce Commission (“STB”), permitting CN to acquire and exercise control over Duluth, Missabe and Iron Range Railway Co. (“DMIR”) (STB Finance Docket Nos. 34424) and the Wisconsin Central Ltd. (“WC”) (STB Finance Docket 34000);

WHEREAS, on April 8, 2011, WC, DMIR and Duluth, Winnipeg and Pacific Railway Company (DWP) (collectively “Carriers”) filed with the STB a Notice of Exemption, effective May 8, 2011, for the intra-corporate merger of DWP, DMIR into WC (STB Finance Docket No. 35476) (“Merger”);

WHEREAS, the parties to this agreement recognize that the employee protective conditions set forth in *New York Dock Railway – Control – Brooklyn Eastern District*, 360 I.C.C. 60 (1979), (“New York Dock Conditions”) apply to the Merger;

WHEREAS the Carriers have given proper notice under Article I, Section 4 of the New York Dock Conditions of their intent to transfer all conductors, brakemen and utility employees employed by DWP and DMIR to WC and to operate with a single, consolidated train service workforce with Wisconsin Central Ltd. as the surviving corporation;

WHEREAS, the Carriers and the United Transportation Union (“UTU”) desire to reach an implementing agreement in full satisfaction of Article I, Section 4 of the New York Dock Conditions and any other applicable labor protective conditions;

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. Furthermore, this Agreement resolves the WC Section 6 negotiations and the Company’s Article 1, Section 4 New York Dock Notice dated May 17, 2011.

By mutual agreement the Memorandum of Agreement effective May 28, 2007, all Local Agreements, and all Letters of Understanding between the Wisconsin Central Ltd. and its Employees represented by United Transportation Union

(former Wisconsin Central, 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.

On the effective date of this Agreement the respective DMIR and DWP Collective Bargaining Agreements by and between the Duluth, Missabe and Iron Range Railway Co. (DMIR) and the Duluth, Winnipeg and Pacific Railway Company (DWP) and United Transportation Union (UTU) that are applicable to the conductors, brakemen and utility employees on the DWP and DMIR properties shall cease to exist. Train service employees on the WC and former DWP and DMIR properties shall be governed by all terms and conditions of this Collective Bargaining Agreement. This Agreement may be amended pursuant to the Railway Labor Act, unless otherwise specified herein.

The parties understand that in the future, other implementing agreements may be necessary to carry out the financial transactions set forth in STB Finance Docket Nos. 34000, 34424 and 35476, or any other past or future STB-approved transactions. The parties understand that such agreements are subject to notice, negotiation and possible arbitration under Article I, Section 4 of the New York Dock conditions.

This Agreement is made in full and final disposition of all outstanding Notices (NYD and Section 6) and/or proposals, if any, with respect to agreements and employees employed on the Wisconsin Central Ltd., Duluth, Missabe and Iron Range Railway Co. and Duluth, Winnipeg and Pacific Railway Company represented by United Transportation Union, and, full and final disposition all outstanding Notices (NYD and Section 6) or proposals, if any, with respect to agreements and employees, served upon United Transportation Union by Wisconsin Central Ltd., Duluth, Missabe and Iron Range Railway Co. and Duluth, Winnipeg and Pacific Railway Company. 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, marital status or any other status protected by law.
- 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) and Director Labor Relations or their respective designates, two from each party, shall be established. This committee shall be known as the Labor / Management Resolution 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 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 United Transportation Union, except where otherwise specifically provided for herein. The term "Company" shall mean Wisconsin Central Ltd. The term "Union" or "General Committee" shall mean 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 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 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 censured 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 through and including 3 are exhausted. (Q&A 2, 3 and 4)

Note 4: One or more Trainman position(s) must be on all assignments. Trainmen shall have the exclusive right to perform the duties of a Conductor on all assignments/positions, as described herein.

ARTICLE 5 – WAGES

- A.
 - i) Effective January 1, 2012, the rate of pay for Conductor will be \$34.96 per hour. This rate will apply to all time on duty, unless otherwise specified in the Agreement.
 - ii) Effective January 1, 2013, the rate of pay for Conductor will be \$36.00 per hour. This rate will apply to all time on duty, unless otherwise specified in the Agreement.
 - iii) Effective January 1, 2014, the rate of pay for Conductor will be \$37.08 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 Trainmen covered by this Agreement.

ARTICLE 6 – EMPLOYMENT SECURITY

- A. A Trainman who has established seniority on the Wisconsin Central Ltd. Trainmen's seniority roster(s) on or prior to May 28, 2007 shall be known and designated as a "Protected Trainman". A Trainman who has established seniority on the former Duluth, Winnipeg and Pacific Railway Company Trainmen's seniority roster(s) on or prior to September 6, 2006 shall be known and designated as a "Protected Trainman". A Trainman who has established seniority on the former Duluth, Missabe and Iron Range Railway Company Trainmen's seniority roster(s) on or prior to September 1, 2010 shall be known and designated as a "Protected Trainman". Such Protected Trainmen shall not be furloughed as a Trainman for any reason.

Note: 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 and prior rights, if applicable. 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 for which they are compensated by the Company. 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 January 1, 2012 and Trainmen with prior-righted seniority dates on or after the following dates, subject to manpower requirements, may be furloughed.

- WC date of May 28, 2007
- DWP date of September 6, 2006
- DMIR date of September 1, 2010

In the event the Company elects to furlough Trainmen, and the furlough period is anticipated to last at least thirty (30) days, they shall offer voluntary furloughs by issuing a notice at the location where the excess Trainmen exist. Trainmen shall be awarded the voluntary furlough status in seniority order. Trainmen awarded voluntary furlough status shall remain on furlough for thirty (30) days, unless recalled sooner by the Company. Should no Trainmen voluntarily accept a furlough, the Company shall then furlough non-protected Trainmen in inverse seniority order, taking into account the prior rights designation and system seniority.

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 Director Labor Relations.

Section 6 – 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 vacancies including Chicago vacancies up to Leighton (Q&A 8)

Seniority District 2

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

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

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

- Protects vacancies including WC and FVW vacancies and Spur 126

Seniority District 3

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

- Protects vacancies including vacancies at Marshfield / Waupaca / Wausau / Rhinelander / Bradley

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

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

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

- Protects vacancies including vacancies at Taylor / Chippewa Falls

Seniority District 4

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

- Protects vacancies including vacancies at Pokegama / Virginia / Ranier / Ladysmith / Mellen / Park Falls / North Ironwood / Stone Lake

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

- Protects vacancies including vacancies at New Richmond

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

- Protects vacancies including vacancies at Proctor

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

- Protects vacancies including vacancies at Two Harbors

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

- Protects vacancies including vacancies at Keenan / Minntac / Biwabik

Note 1: The Company shall have the option to have the Superior Guaranteed Extra Board at either Pokegama or Proctor depending on the nature of the operation. Additionally, the Company shall have the option to maintain separate Guaranteed Extra Boards at Pokegama and at Proctor until such time as GEB Trainmen become qualified on all territories. In the event the Company decides to move, combine or separate the Board(s), it will give the General Chairperson ten (10) days written notice.

Seniority District 5

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

- Protects vacancies including SSAM vacancies at Marinette
- Protects vacancies including FVW vacancies at Wrightstown / Manitowoc

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

- Protects vacancies including 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 vacancies including SSAM vacancies at Escanaba / Quinnesec / Niagara / Pembine / Ishpeming / L'Anse

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

- Protects vacancies including vacancies at Trout Lake / Sault Ste. Marie / Newberry

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.

The Company shall normally bulletin assignments at outlying points not listed above to the Home Terminal inclosest geographic proximity within the District via highway miles.

Section 7 – Seniority Roster

- A. Seniority rosters for each Seniority District, outlined in Section 6 herein, shall continue to be compiled by the Company and posted semi-annually on or about March 1 and September 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 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.
- B. Trainmen establishing seniority after January 1, 2012 shall be placed at the bottom of the System Seniority Roster. (Side Letter 16)

Section 8 – Prior Rights

Assignments, including Guaranteed Extra Board assignments (and vacation slots) may be designated as Prior Rights if requested by the General Chairperson. Consistent with the manner in which seniority is exercised, these positions shall be subject to selection by Prior Right Trainmen according to their designation on the seniority roster.

The number of regular assignments, Prior Rights and/or System, shall be determined as set forth in Side Letter 2.

Prior Rights designation may be afforded to assignments as follows;

DWP: Assignments that operated predominantly on the former Duluth, Winnipeg and Pacific Railway, typically between Ranier and Superior

Note: DWP prior-righted Trainmen with a seniority date on or prior to September 6, 2006 will not be required to exercise seniority to a permanent assignment or position outside of Pokegama or Proctor. DWP prior-righted Trainmen with a seniority date after September 6, 2006 but prior to May 1, 2011 shall not be required to exercise seniority to a permanent assignment or position outside of Pokegama, Proctor or Virginia, but may be furloughed if unable to hold an assignment

or position at these locations unless they exercise their seniority elsewhere. DWP prior-righted Trainmen with a seniority date on or after May 1, 2011, but prior to January 2, 2012 shall not be required to exercise seniority to a permanent assignment or position existing outside the former DWP (including Ranier) or Proctor, but may be furloughed if unable to hold an assignment or position at these locations unless they exercise their seniority elsewhere.

DMIR: Assignments that operated predominately on the former Duluth, Missabe and Iron Range Railway, typically between Proctor, Keenan and Two Harbors

Note: DMIR prior-righted Trainmen with a seniority date on or prior to August 1, 2010 shall not be required to exercise seniority to a permanent assignment or position outside the former DMIR or Pokegama. DMIR prior-righted Trainmen with a seniority date subsequent to August 1, 2010 but prior to January 2, 2012 shall not be required to exercise seniority to a permanent assignment or position existing outside the former DMIR or Pokegama, but may be furloughed if unable to hold an assignment or position at these locations unless they exercise their seniority elsewhere.

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

SSAM: Assignments formerly operated by the Sault Ste. Marie Bridge Company in the Upper Peninsula of Michigan and Wisconsin

WCSP: Assignments operating within the Chicago Consolidated Terminal as contained in the Chicago Merger Implementing Agreement dated January 28, 2006

WC: Assignments that operated predominantly on the WC as it existed prior to this agreement, typically between Schiller Park and Pokegama.

Note: WC prior-righted Trainmen with a seniority date on or prior to May 28, 2007 shall not be required to exercise seniority to a permanent assignment outside the former WC or Proctor. WC prior-righted Trainmen with a seniority date subsequent to May 28, 2007 but prior to January 2, 2012 shall not be required to exercise seniority to a permanent assignment existing outside the former WC or Proctor, but may be furloughed if unable to hold an assignment at these locations unless they exercise their seniority elsewhere.

The General Chairperson shall decide the Prior Right designation in the case of assignment(s) or position(s) that operate over multiple territories. (Side Letter 13)

Additionally, it is agreed that certain Trainman positions at Schiller Park IL will be designated as Wisconsin Central Prior Rights as contemplated in the Chicago Terminal Coordinating Agreement.

Disputes arising out of the interpretation or application of this Section shall not be used as a basis for time claims, but shall be referred to the Committee established pursuant to Article 2 for final and binding disposition.

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 and have at least one year service with the Company (if such Trainman exists) 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 involuntarily furloughed 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, six (6) consecutive tours of duty with three (3) consecutive rest days with a minimum of 72 consecutive hours off, six (6) consecutive tours of duty with two (2) consecutive rest days with a minimum of 48 consecutive hours off alternately to work four (4) consecutive tours of duty with two (2) consecutive rest days with a minimum of 48 consecutive hours off. By mutual agreement between the Company and the General Chairperson, alternative work rest schedules to those stated above may be established. (Q&A 12)

Note 1: Where possible, assignments shall have a designated starting time or a call window; however, no less than seventy-five percent (75%) of regular freight service shall be Regular Assignments. (Q&A 12) (Side Letter 2)

Note 2: The rest period shall commence when the assignment ties up at the home terminal following the four (4), 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 and prior rights.
- 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 13 - 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). Trainmen shall bid GEB position(s) by virtue of seniority and prior rights.
- 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 and prior rights. (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 7)
- 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 1/9th (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 utilizing 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 System seniority or he shall be assigned a position by the Company.
 - Note 2:** A Trainman who is forced to a location that is more than one hundred (100) miles from the location from which he is leaving shall be permitted a reasonable time not exceeding seventy-two (72) hours to take up the position.
 - Note 3:** A Trainman who is forced to a location that is more than one hundred (100) miles from the location from which he is leaving shall, upon request, be provided lodging as outlined in Article 17 Section 1 Part B for a maximum of thirty (30) calendar days per calendar year. Trainmen who avail themselves to the lodging shall remain at the location for minimum of ninety (90) days unless released earlier by the Company.
- 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 Chairperson. (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 days.
 - 2. The scheduled rest days will commence at 06:01 hours, with the Trainman automatically marked back to the board at 06:01 following his rest days. 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 days. 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 days are to begin, the rest days shall begin at the Trainman's tie-up time at his home terminal and shall consist of two (2) consecutive days with a minimum of forty-eight (48) consecutive hours off. 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 prior to January 1, 2012 that are cut off the GEB shall be paid a day's guarantee in addition to all other earnings.
- C. GEBs shall operate on a first-in, first-out basis. Placement on the board shall be 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 GEBs 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 and 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.

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

Once the Pokegama Guaranteed Extra Board is exhausted:

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

Once the Proctor Guaranteed Extra Board exhausted-

1. Call Proctor Out of Cycle Trainmen
2. Call Proctor Available Board
3. Call Pokegama Extra Board
4. Call Proctor Supplemental Board

5. Call Two Harbors Extra Board
 6. Call Keenan Extra Board
- 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 on the GEB who book off for any reason will be off a minimum of twelve (12) hours. If they miss a call or fail to show, Trainmen shall be held off of the GEB for twelve (12) hours.
 2. Trainmen held in accordance with paragraph 1 above 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 nine and two-tenths (9.2) 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-ninth (1/9th) 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 expense allowances such as, but not limited to, auto mileage and meal allowances, etc., and payments flowing from a violation of this Agreement, will be deducted from that guarantee. (Q&A 34)
- Note:** GEB Trainmen holding DMIR prior righted GEB positions may have their Guarantee pro-rated accordingly to coincide with the DMIR weekly marking provisions as contained herein. (Side Letter 14)
- G. GEB positions shall be advertised and Trainmen shall bid such assignments by virtue of seniority and prior right designation.
- H. GEB Trainmen shall be called for service not less than two (2) hours prior to the time required to report for duty unless deadhead service is to be performed to an outlying location wherein the deadhead time to the location will be added to the call time.
- I. The Company shall provide the General Chairperson ten (10) days advance notice for any new board (and its jurisdiction) it intends to establish. GEBs 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, qualification days and any protection allowances.
- 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 normally filled from that Extra Board 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 rejected 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 his 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. Once a Trainman working a DMIR or DWP prior-righted assignment is tied up at an away-from-home off duty point, the next tie-up shall be at the home terminal.

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, unless other arrangements are made locally with the Superintendent and Local Chairperson or General Chairperson. In the event that a Trainman is required to deadhead to a location where he goes on duty, the applicable deadhead time will be added to the call time. In cases of emergency, such as floods, accidents, storms, etc., Trainmen shall be required to report as soon as possible.
- B. Trainmen must designate telephone number(s) 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 Chairperson 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 acts of peril which results in the stoppage of trains.

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 an 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 days 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 and find themselves out of cycle due to their own choice may mark up on the Available Board and may make themselves available for service at straight-time. (Q&A 41-46)

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) hour basis. The Superintendent shall consult with the respective Local Chairperson of the United Transportation Union regarding the selection of and changes to accommodation providers. In the event the parties are unable to agree to any proposed selection 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

The Company shall provide transportation when a Trainman is required to work away from his regular assigned location. Alternately, if the Company and Trainman are agreeable, the Trainman may use his personal automobile and be reimbursed 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. In the event the Company does not furnish transportation, 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, but less than 200 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 to be traveled from the Trainman's residence to the location required to report for work is in excess of 200 miles for the round trip, the Trainman will be paid mileage for the round trip from his home terminal to the location required to report for work. (Q&A 47)

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 hired on or prior to January 1, 2012 shall be entitled to a maximum of twelve (12) PLDs for each calendar year and such Trainmen shall be paid a basic day for each PLD. Trainmen hired subsequent to January 1, 2012 will be entitled to a maximum of four (4) Personal Leave Days for each calendar year. 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 PLDs 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, PLDs shall be scheduled with the approval of the Crew Management Center. PLDs 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 PLDs 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. PLDs shall be earned in the year taken on a pro-rated basis. Trainmen who are available for service at least 51% of the month (or three-month period for those entitled to 4 PLDs) shall earn one PLD. Trainmen who leave the service of the Company during the year shall have their PLD allocation reduced on a similar pro-rata basis.
- F. Any PLDs 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 one (1) day preceding and the immediate one (1) day 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 48 and 49)

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. Vacations of at least one week in duration shall begin on a Monday.

| Years of Service | Amount of Vacation | Explanation |
|---|---------------------------|--|
| 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, five (5) days paid if on a 5 day assignment or 1/52 nd , 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, (ten) 10 days paid if on a 5 day assignment or 2/52 nd , 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, fifteen (15) days paid if on a 5 day assignment or 3/52 nd , 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, twenty (20) days paid if on a 5 day assignment or 4/52 nd , 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, twenty-five (25) days paid if on a 5 day assignment or 5/52 nd , whichever is greater |

Section 2 – Scheduling

Vacation shall be taken between January 1 and December 31. The Local Chairperson and 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. Additionally, prior right Trainmen shall have separate slot(s) designated on the vacation schedule. (Q&A 50 and 51)

Section 3 – Rate of Pay for Vacation

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 – 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 vacation 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 9 – 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 10 - 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, or Local Chairperson ("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 11 - 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 Uniformed Services Employment and Re-Employment Rights Act (38 U.S.C. §4301-4335), 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 on Mondays 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 and their eligible dependents will continue to be subject to the National Railway Carriers and United Transportation Union Health and Welfare Plan, the Railroad Employees National Early Retirement Major Medical Benefit Plan, the Railroad Employees National Dental Plan and the Railroad Employees National Vision Plan, as negotiated nationally and subsequently amended, including employee cost-sharing provisions. Retired, disabled and inactive employees will remain in their existing coverage, if any.

Section 2 – Life Insurance

In addition to any Life Insurance benefits available to Employees under Article 22 Section 1, Employees shall be provided life insurance coverage of \$50,000, at no charge. Coverage will be in force during periods of active employment and for up to 12 months during periods of total disability. If benefits end due to the employee ceasing to actively work or after 12

months of total disability, an option to convert to an individual policy at the employee's expense will be made available and communicated to the Employee upon expiration of benefits otherwise available. Employees requiring assistance concerning the foregoing may contact a Benefits Representative for further information.

Section 3 – Other

Accidental Death Insurance – Separate and distinct from Life Insurance coverage provided in Article 22 Section 2, and in addition to any Accidental Death Insurance benefits available to Employees under Article 22 Section 1, Employees shall be provided accidental death and dismemberment (AD&D) coverage of up to \$50,000, at no charge. This benefit ends at the end of the month after the Employee ceases to actively work. Employees requiring assistance concerning the foregoing may contact a Benefits 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 Article XIII of the August 25, 1978 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. Employees are eligible to participate in the Canadian National Railway Company Union Savings Plan for U.S. Operations. 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% with no Company participation, subject to IRS annual limits.
- 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 52)

Section 8 – Short Term Disability Plan

A short-term disability income insurance plan is hereby established and replaces all existing sickness plans. Employees subject to this agreement shall be eligible for participation in the CN Income Disability Plan (the Plan) which provides income to covered employees during periods of covered disability, not to exceed 52 weeks. The Plan covers a disability caused by injury or sickness, whether on railroad duty or not, which prevents the employee from actively performing the normal duties of his or her job. Benefits begin on the 15th day of continuous absence while under the care of a licensed physician for such a covered disability. Employees must have rendered compensated service or received vacation pay in a UTU craft for at least seven days in the thirty calendar days immediately preceding the covered disability to be eligible to receive benefits. The Plan currently pays \$78 per day to eligible employees. This amount shall increase to \$79.42 per day effective January 1, 2012, \$80.85 per day effective January 1, 2013 and \$82.28 per day effective January 1, 2014. This amount is not reduced by monies received under the Railroad Unemployment Insurance Act. For those who qualify, benefits from the plan are paid at least every two weeks. In all cases, plan benefits shall be paid in accordance with the terms and provisions of the Plan, which are incorporated herein by reference. In the event of a conflict

between the terms and provisions of the Plan and the terms and provisions of this agreement, the terms and provisions of the Plan shall control. The Company retains the right to modify the plan document from time to time.

Note: A prior-righted DWP who, as of January 1, 2012 is off duty and receiving Short Term Disability benefits, shall, if eligible, continue to receive such benefits for a covered disability for a total period not to exceed one hundred four (104) weeks. All other terms and conditions contained in Section 8 shall apply.

Section 9 – Bessemer Non-Contributory Pension Plan

As of September 1, 2010, the Bessemer Non-Contributory Pension Plan was closed to new participants. On July 1, 2011, employees who were participating in the Bessemer Non-Contributory Pension Plan had their service frozen for purposes of calculating their accrued benefits. Future service will continue to be accumulated for eligibility purposes only. Future salary growth will be considered in the calculation of the pension benefit payable upon retirement or other termination of employment.

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 semi-monthly or bi-weekly basis, at the Company's discretion. When changes are made to pay cycles, at least thirty (30) days advance written notice shall be given to the General Chairperson.

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 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 electronically via the electronic system as designated by the Company by the Conductor involved or on behalf of the Conductor by his Local Chairperson, 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 Chairperson, or designate, electronically 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 Chairperson, or designate, shall appeal the matter electronically 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 sixty (60) days from the date it is received, electronically notify the Local Chairperson, 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 electronically by the UTU General Chairperson with all pertinent facts, including any previous declinations, to the Company's Director Labor Relations, or designate, within sixty (60) days of the disallowance. The Director, or his designate, shall, within sixty (60) days from the receipt of the appeal, electronically notify the General Chairperson of the allowance or declination of the claim. Should the Director or designate fail to timely notify the General Chairperson 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 sixty (60) days prior to the next scheduled meeting date of the Labor/Management Resolution Committee, the General Chairperson 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 (6) 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.

Section 3 - Handling of Discipline Appeals

- A. Discipline decisions reached by the Company may be adjusted between the UTU Local Chairperson, or designate, and the Superintendent, or designate, within sixty (60) days of the issuance of the decision.
- B. Should the matter fail resolution by the Local Chairperson, or designate, and the Superintendent or designate, the UTU General Chairperson shall appeal, electronically, to the Director Labor Relations, or designate, within 180 days of the date the discipline was assessed, or the appeal shall be barred. The Director Labor Relations, or designate, shall electronically notify the General Chairperson of the allowance or declination of the appeal within sixty (60) days of the receipt of the appeal. Should the Director Labor Relations fail to timely notify the General Chairperson of the declination of the appeal, the claim shall be allowed as entered.
- C. The UTU General Chairperson shall list unresolved discipline appeals with the Director Labor Relations not less than 30 days prior to the next scheduled meeting of the Labor/Management Resolution Committee for handling pursuant to Section 2 (D) of 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 Trainman shall not be disciplined, suspended or discharged without just cause and without a fair and impartial hearing. Trainmen may waive their right to a hearing in accordance with Paragraph E of this Article.

B. Notice of Hearing

- (i) A Trainman directed to attend a hearing to determine responsibility in connection with an incident shall be notified of the charge. (The notice can be presented verbally and followed up in writing to the last known address within ten (10) days from the date of knowledge of the incident. The notice shall contain a clear and specific statement of the matters to be investigated and the nature of the charge(s). The Trainman shall have the right to be represented at the hearing by a duly authorized United Transportation Union representative. The Trainman and/or the Trainman's representative shall have the right to introduce witnesses on the Trainman's behalf, to hear all testimony and to question all witnesses. The Company will be responsible to produce sufficient witnesses to develop the facts concerning the incident or occurrence being investigated and the notice of hearing shall include the name of each person receiving the notice, including all witnesses the Company intends to call. The Trainman or the Trainman's representative may notify the Company of other witnesses who may provide material facts, understanding that this does not include an accumulation of witnesses with the same information. The Company will direct a notice to such witnesses. If the Trainman or the Trainman's Representative submits a list of other witnesses to the Company after the original notice of investigation has been issued an automatic postponement of ten (10) days will be granted from the date of the receipt of said list.

Note: A witness with material facts is an individual who can give pertinent testimony in connection with the specific occurrence resulting in charges against the employee and without whose testimony all essential facts upon which to base a decision would not be developed.

- ii) Unless otherwise agreed, the investigation will be held no sooner than five (5) days and no more than ten (10) days after the date of notification. Investigations will be held at such times, if possible, as to avoid holding a Trainman out of service to be present at the investigation. Reasonable postponements at the request of the Company or the Employee will be granted. Any telephone postponement request must be confirmed in writing.

C. Conduct of Hearing

- i) The hearing shall be conducted by an officer of the Company who may be assisted by other officers; however, there shall be only one presiding officer. When practicable, the hearing shall be held at the home terminal of the Trainman involved or in the case where more than one (1) Trainman, at the home terminal of the majority of the Trainmen.

Note: When another Company is involved, this Section will not preclude an officer of that Company from assisting in the hearing recognizing, in any case, there shall be only one (1) presiding officer.

- ii) A Trainman's personal service record will not be introduced or referred to in the hearing. The service record will be considered in the assessment of the appropriate amount of any discipline.
- iii) A true and correct transcript will be taken of all hearings or investigations held under this Article, which shall be the official transcript, and the Trainman involved or his representative shall be furnished a copy of same upon request if discipline is assessed. At an investigation, a Trainman or his representative shall have the right to record, at his expense, the investigation proceedings on a recording device. This provision will not be used to delay or postpone the investigation proceedings.

D. Hearing Decision

- i) If the hearing does not result in discipline being assessed, any charges related thereto entered in the Trainman's personal service record shall be voided.
- ii) Discipline, if any, must be assessed as soon as practicable but within thirty (30) days of the investigation. If the Trainman is dissatisfied with the decision, he or the appropriate Union representative may appeal as provided in Article 28 Section 3.

E. Waiver of Hearing

- i) A Trainman notified to appear for a hearing shall have the option, prior to the hearing, to meet with the appropriate Company official, with or without the Trainman's representative, to discuss the act or occurrence and the Trainman's responsibility, if any.
- ii) If a disposition of the charges is made on the basis of the Trainman's acknowledgment of responsibility, the disposition shall be reduced to writing and signed by the Trainman and the official involved and shall incorporate a waiver of hearing and shall specify the maximum discipline that may be imposed for the Trainman's acceptance of responsibility.

Note 1: The disposition of cases under this paragraph shall not establish precedents in the handling of any other cases.

Note 2: No minutes or other record will be made of the waiver discussions and, if the Company and Trainman are unable to reach an agreed upon disposition, no reference shall be made to these discussions by either of the parties in any subsequent handling of the charges.

F. Letters of Caution

- i) Letters of caution or warning are not discipline. Should the Trainman dispute the validity of the caution or warning, he has the right to request a fair hearing as provided in paragraph B provided he does so within ten (10) days of receipt of the letter.

G. Compensation for Attending Hearings

- i) When a Trainman involved in a formal hearing is not assessed discipline, the Trainman shall be compensated for all time lost.
- ii) In case of dismissal or suspension, which is later found to be unjust, the Trainman so disciplined will be reinstated with seniority rights unimpaired and paid for all time lost.

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 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.

Note: **DMIR** prior-righted employees eligible for Productivity Payments pursuant to Article 16 of the February 25, 1981 and July 8, 1981 agreements will continue to be afforded payments as outlined therein. All other Articles of those agreements are abrogated in their entirety.

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 (NYD and Section 6) served upon Wisconsin Central Ltd., Duluth, Winnipeg and Pacific Railway Company and Duluth, Missabe and Iron Range Railway Co. represented by United Transportation Union, and also all outstanding notices (NYD and Section 6), if any, served upon United Transportation Union by the Wisconsin Central Ltd., Duluth, Winnipeg and Pacific Railway Company and Duluth, Missabe and Iron Range Railway Co.
- B. The purpose of this Agreement is to fix the general level of compensation and rules covering working conditions through December 31, 2014 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 November 1, 2014 any notice or proposal for the purpose of modifying, adding to, or deleting from the provisions of this Agreement to become effective prior to January 1, 2015.
- 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 January 1, 2012 and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended, or until changed or amended in accordance with applicable labor protective conditions. 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 _____ 2011, at Homewood, Illinois

FOR THE UNITED TRANSPORTATION UNION:

FOR WISCONSIN CENTRAL LTD.:

K. J. Flashberger
General Chairperson – WC

A. D. Rothwell
Director – Labor Relations

S. A. Seggerman
Vice General Chairperson – WC

T. E. Rice
Director – Labor Relations

M. C. Koski
General Chairperson – former DWP

D. J. Mandalas
Manager – Labor Relations

S. A. Haus
General Chairperson – former DMIR

S. W. Laurent
General Chairperson – former DMIR

J. C. Klaus
General Manager

APPROVED:

APPROVED:

J. W. Babler
International Vice President

K. A. Madigan
Vice President – Human Resources

ATTACHMENT “A” - STANDING BID

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

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

Definitions

C.O.C. – Change of Card

C.O.C. Day - 0001 Monday

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

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

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

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

SECTION 1 Submitting Choices

- A. All Permanent Assignments and all Temporary Assignments (excluding GEB) will be adjusted based upon the preferences Trainmen have submitted on their Permanent and Temporary C.O.C. (Change of Card).
- B. Temporary vacancies of seven (7) days or more will be filled in accordance with the provisions contained herein. Trainmen will be permitted to submit changes or insert new assignments to their T-C.O.C. (Temporary Change of Card) Form weekly between 06:00 Monday to 23:59 Friday.

Note: There are no Temporary Vacancies on the GEB.

- C.
 - 1. Trainmen will be permitted to insert new assignments to their P-C.O.C. (Permanent Change of Card) Form weekly between 06:00 Monday to 23:59 Friday.
 - 2. The last week (Monday to Friday) of each 120-day period Trainmen will be permitted to submit changes to their P-C.O.C. (Permanent Change of Card) Form. Changes may be submitted between 06:00 Monday to 2359 Friday during the last week in each 120-day period.
- D. For both Permanent and Temporary C.O.C. (Change of Card), changes may be made by phone when unable to be made by computer, such as an Trainman returning from vacation, leave of absence or discipline, etc.

Note: Changes by phone not received by 23:59 Friday preceding board change day will not be accepted. Previous board change card will remain in effect.

- A. Employees will be allowed to delete positions from their P-C.O.C. (Permanent Change of Card) Form except for the permanent position currently assigned to them. Deletions can be made between 06:00 Monday to 23:59 Friday. The change will be effective on the next T-C.O.C. (Change of Card) day. Once deleted the permanent assignment cannot be re-added until the time period provided in Section 1 Paragraph C.2, herein.

Abolishment of Assignments

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

If the assignment is immediately re-established, at the Trainman's option the Trainman may remain on the assignment;

OR

Request to be placed on the next assignment as indicated on his/her Permanent Change of Card form. Trainmen affected by this request will have the right to request the same.

OR

Request to be assigned to the Guaranteed Extra Board.

Trainmen who do not make the request at the time of notification will be assigned to the Guaranteed Extra Board until the next C.O.C. Day when they will be assigned in accordance with their applicable C.O.C. Form (Perm/Temp) subject to the provisions of Paragraph 5 below.

As a result of the application of Paragraph 4 above, Trainmen who are placed to the Guaranteed Extra Board will:

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

For the purpose of this Rule when assignments are bulletined on the seniority districts established under this agreement, the following information will be identified:

- (a) Prior rights

- G. Trainmen will be notified on Saturday by 2359 hours prior to C.O.C. if they will be on a different assignment on C.O.C. Day and if this does not happen regularly, the General Chairperson and the Director Labor Relations, or their respective designates,

will meet within 30 days to discuss and resolve.

Section 2 Assignment of Trainmen

- A. 1. Calling windows (spread time) will be adjusted so as not to overlap 00:01 Monday C.O.C. (Change of Card) Day. Regular assigned employees with a calling window prior to 00:01 Monday are subject to fulfill the requirements of their previous position by either working or being annulled and will not be considered placed in accordance with their Standing Bid Card until:
 - (i) The employee is available, and
 - (ii) The position is subject to call at the home terminal.
- 2. At each C.O.C. (Change of Card) day, Trainmen will be assigned based upon their tie up time at the home terminal from their last tour of duty, in accordance with their C.O.C. (Change of Card) Form. Trainmen newly assigned to the Guaranteed Extra Board will be placed at the BOTTOM of the board in accordance with their previous tie-up time. If two or more Trainmen have the same tie-up, they will be placed at the bottom of the board in accordance with their seniority.
- B. When it is known at least 48 hours prior to a C.O.C. (Change of Card) day that an Trainman will be off the working board for the entire adjustment period, the Trainman will be unassigned at the C.O.C. (Change of Card) Day, and the next senior Trainman indicating their preference will be assigned.
- C. When it is known at least 48 hours prior to a C.O.C. (Change of Card) day that an Trainman who was previously unassigned will become available within the next period, that Trainman will be assigned in accordance with Section 1 Paragraph B & C herein.
- D. Trainmen returning to work from an extended absence of unknown duration after a C.O.C. (Change of Card) day (or after the 23:59 Friday cut-off) will be assigned by the Crew Management Center to the Guaranteed Extra Board until the next C.O.C. (Change of Card) day when their C.O.C. (Change of Card) Form can take effect. A position on the GEB will be created if none exists. The Trainman assigned to the GEB will receive payment as described in Section 1 Paragraph F 5 (i) herein.
- E. In the event there are no bids for an assigned position, it will be filled in accordance with the following:
 - 1. Senior Trainman who was displaced on C.O.C. (Change of Card) Day and does not have any recorded positions left; if none,
 - 2. Senior Trainman who does not record any bids; if none,
 - 3. Junior Trainman on the Trainman's Extra Board where the vacancy exists if there is a surplus; if none,

4. Senior demoted Trainman not working as such within the terminal; if none,
 5. The senior demoted Trainman on the Seniority District nearest via highway miles to the location where the vacancy exists; if none,
 6. The junior Trainman on the Seniority District who is occupying a GEB that is defined as having a surplus number of employees, and is nearest via highway miles to the location where the vacancy exists.
- D. A Trainman who does not record all available positions will, when unable to hold positions recorded, be assigned in the following manner:
1. Unfilled position at the home terminal, if none,
 2. Unfilled position on the GEB at the home terminal, if none,
 3. Will be assigned to the Guaranteed Extra Board at such employee's home terminal with an assigned rest day as determined by the CMC.

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

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

Section 3 General

- A. The Parties agree that changes to the Standing Bid process can be made with the concurrence of the Union and the Director Labor Relations.

Standing Bid Questions & Answers

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

1. If displaced Trainman's choice is to remain on the GEB with different rest days, the Trainman will observe the rest day of Monday and the new rest day(s) will take effect the **following week**.
2. If displaced GEB Trainman decides to exercise seniority to a new assignment other than the GEB, the Trainman must protect the new assignment on Monday and assume the rest day(s) of the assignment.

3. The Trainman awarded a Sunday/Monday combination for days off on the GEB will only observe the Monday portion of the Sunday/Monday combination if such combination is already being observed on the Sunday prior to the effective day (Monday) of the award.

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

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

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

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

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

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

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

Question 4: Will Trainman Jones be off the following Sunday and Monday?

Answer 4: No, not under this example.

Question 5: Will Trainman Jones or Brown be subject for Call at 6:00 p.m. or after on Sunday?

Answer 5: No.

Question 6: Instead of being displaced by the standing bid Trainman Brown's Sunday/Monday combination is abolished on Monday of the Sunday/Monday combination. What are Trainman Browns' options?

Answer 6: The same as indicated in Questions 2 and 3.

ATTACHMENT “B” - 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, 1-3 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, 1-3 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 6

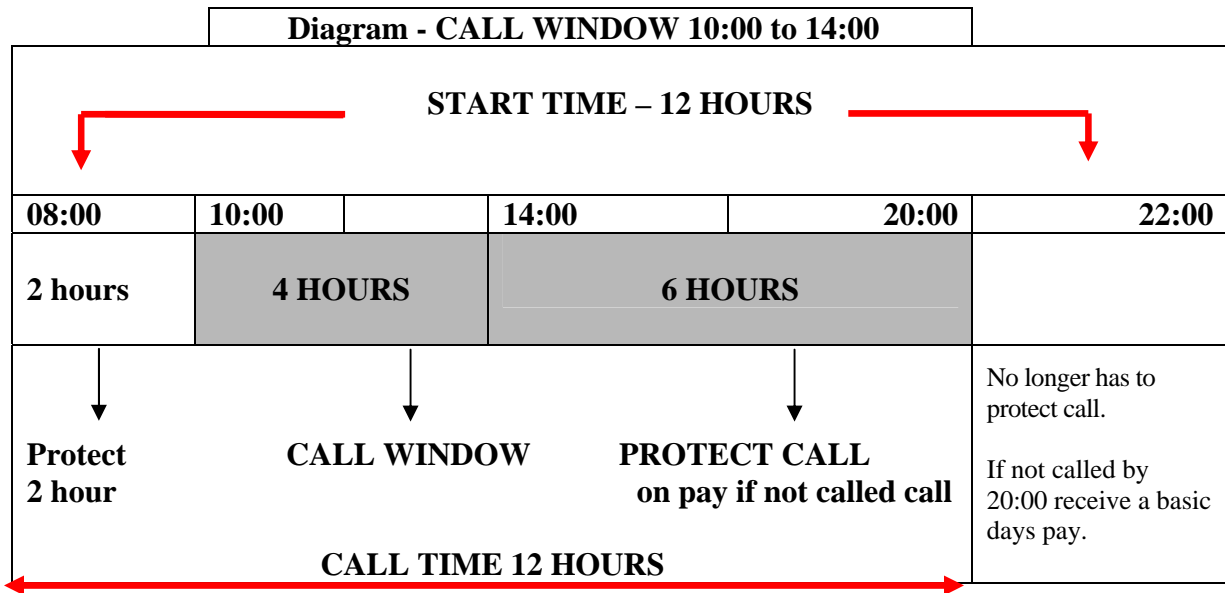
- Question 7: How will assignments be allocated for those Trainmen who possess prior rights?
Answer 7: As in the past, allocation shall be handled between the Local Chairperson and Superintendent.
- Question 8: With respect to manning trains received in interchange from the EJ&E at Leithton, will Fond 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 the provision contained in Q&A 9, 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 Chairperson 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, as long as the assignment is in compliance with RSIA and with concurrence of the Local Chairperson. 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-2.

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 1/9th.

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.

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 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, the Trainman will have the option to be compensated at the overtime rate or, upon returning to his home terminal observing forty-eight (48) hours off.

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

Section 1 Paragraph B

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

Answer 40: Yes, but not to exceed three (3) phone number(s).

Section 5, Paragraph B

Question 41: What Trainman can mark to the Available Board?

Answer 41: Trainmen who lay off for any reason and are responsible for getting themselves out of cycle may mark to the Available Board.

Question 42: Is a Trainman who is responsible for getting themselves out of cycle required to mark to the Available Board:

Answer 42: No, however, the Company may call such Trainman if the needs of service dictate. Failure to accept such call will not constitute a missed call and shall not be subject to discipline.

Question 43: Is the Company obligated to use Trainmen marked to the Available Board?

Answer 43: Yes, as per the language contained in Article 11 Paragraph D.

Question 44: In what order will Trainmen be placed to the Available Board?

Answer 44: Trainmen will be placed to the Available Board in the order of their start time or call window. Should two (2) or more Trainmen mark to the Available Board with the same start time or call window, such Trainmen will be called in seniority order.

Question 45: How long will Trainmen who are marked to the Available Board be required to protect service?

Answer 45: Trainmen will be placed on the Available Board when they are legally rested and will be removed at the expiration of their regularly bulletined call window or after two (2) hours beyond their regular start time.

Question 46: Will Trainmen who mark to the Available Board be paid a Basic Day when they are not used?

Answer 46: No.

ARTICLE 17 – Expenses

Section 2 Paragraph A-2

Question 47: When a dispute arises regarding the distance from a Trainman's home to the required on duty location, how will the mileage be officially determined?

Answer 47: The distance from the Trainman's mailing address on record with the Company to the address of the on duty location will be determined by using Mapquest or another mutually agreed upon method of determining mileage.

ARTICLE 20 – Holidays

Paragraph A

Question 48: Does a contractually paid day utilized before or after a holiday satisfy the availability requirement?

Answer 48: Yes, paid days such as PLDs or vacation satisfies the requirement.

Question 49: Do assigned rest days count towards the qualification of holiday pay?
Answer 49: Yes, as long as the Trainman has fulfilled the requirements of the assignment.

ARTICLE 21 – Vacation

Section 2

Question 50: Will existing prior right vacation entitlements be preserved?
Answer 50: Yes, administering vacations shall be handled between representatives of the Company and the UTU Local Chairperson.

Question 51: For scheduling purposes, may Trainmen be allowed to take an unpaid day(s) or PLD(s) concurrent with their vacation week(s)?
Answer 51: Yes.

ARTICLE 22 – BENEFITS

Question 52: Will the employee be responsible for any contributions outside the normal process of enrollment?
Answer 52: No, the program is self-sufficient and maintains itself through employee contributions.

SIDE LETTER 13 – COMPANY SAFETY PROGRAM PARTICIPATION

Question 53: Will the UTU's representative need to be legally rested to attend Company sponsored safety functions?
Answer 53: Yes.

Question 54: If the UTU's representative is required to lay-off his regular assignment for more than one (1) day, will the Company make the representative whole for lost wages for all days that he was required to lay-off his regular assignment in order to be rested and to attend the Company sponsored safety function?
Answer 54: Yes. However, Trainmen who are off for the safety program on days other than the meeting can be used to perform safety related duties on the other days, but not in a manner that would conflict with the Hours of Service for the safety function and/or next tour of duty.

Side Letter 1 – Clarification of Intent



www.cn.ca

Human Resources Department
17641 South Ashland Ave,
Homewood, IL 60430-1345

August 2, 2011

Mr. K. J. Flashberger
General Chairperson
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 agreement of this date.

During our discussions the Parties agreed that the Highest Designated Officer of the Company and the General Chairperson, 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: _____

T. E. Rice
Director Labor Relations

K. J. Flashberger
General Chairperson

Side Letter 2 – Regular Assignments



Human Resources Department
17641 South Ashland Avenue
Homewood, Illinois 60430-1345

www.cn.ca

August 2, 2011

Mr. K. J. Flashberger
General Chairperson
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 Agreement of this date.

The company's preference is to regularly assign employees where possible. We recognize that this enhances work / life scheduling for employees, and that it can improve consistency in work quality. At the same time we described our challenges to cater to changing business demands and operate efficiently in an environment where the majority of employees have an employment guarantee.

To this end we have developed the following questions and answers that govern the application of Article 8 Section 1 A of our Collective Bargaining Agreement.

Where possible, assignments shall have a designated starting time or a call window; however, no less than seventy-five percent (75%) of regular freight service shall be Regular Assignments.

Q1. What constitutes regular freight service for the purpose of this Article?

A1. Regular freight service is defined as those trains that are scheduled in the Train Service Plan (TSP) in SRS, to normally operate on a defined scheduled on one or more specified days of the week.

Examples of this are;

- 'M' , 'Q' and 'A' series trains
- 'L' series local trains
- 'U' series unit trains where these are scheduled in advance on specified days – eg: the rock trains on the Waukesha sub-division, including seasonal trains.

Q2. Are yard and local assignments considered regular freight service for the purpose of this Article?

A2. Yes. A yard or local assignment that is scheduled to operate on one or more defined days is considered regular freight service.

Q3. What happens if a yard assignment is run extra for multiple days?

A3. When a yard or local extra (including hostler) has been worked on 3 consecutive days or any 5 days out of 7 during a seven day period starting at 0001 hours on Monday, AND the starting times of those repeat events are within a 4 hour window, then the assignment shall be considered to be regular and shall be posted in the normal manner. In the event that an assignment is not posted as required the General Chairperson will represent the matter to the Superintendent.

Q4. Does A3 include dog catch assignments that fit the same criteria?

A4. No, if however the actual preponderance of work actually performed by the dog-catch employee on the qualifying assignments is that normally performed by a yard or local service, then the General Chairperson and the Superintendent shall consult and review the specific circumstances and the appropriate course of action.

Q5. What happens when a road type assignment is called from the Extra Board on multiple occasions where there is not a defined call window that covers that period?

A5. In the event that work that would typically be assigned to an employee with an assigned call window operates on ten or more days during a fourteen day period starting at 0001 hours on Monday, AND the starting times of those repeat events are within a 4 hour window, then the General Chairperson and the Superintendent shall conference to discuss the issue and either; i) an additional call window assignment shall be scheduled, OR ii) the existing call windows shall be adjusted to meet the changed demand.

Q6. Are trains that have a TSP schedule, but that run only on demand considered as regular freight service for the purpose of this Article?

A6. No. On demand trains are NOT considered regular freight service. Examples of this include;

- 'B' series bulk trains, 'C' series coal trains and 'S' series sulfur trains
- 'U' series unit trains that are not scheduled in advance and are on demand according to customer requirements –eg: 'All Rail' ore trains
- 'M' series trains that are activated for temporary detours
- 'X' series extras
- 'O' series on company service (work) trains

Q7. How will the 75 % be calculated in a manner that is transparent and easily understood?

A7. Each month the company will provide a report to the General Chairperson that lists each train on the Wisconsin Central considered as regular freight service as defined in Q1 and Q2 above, or any calling windows established subsequent to Q&A 5. This will show the total number of days that the service runs and the number of days that an employee is assigned to this service. This data will also be converted into a percentage. The percentage is therefore the number of days an assignment runs divided by the number of days an employee is assigned to it as a regular assignment.

Here is an example of this report:

Lake Zone

| Terminal | Job ID | Days per wk Operated | Days Engr Assigned |
|-------------------|--------|-------------------------|-----------------------|
| Plover | L56081 | 7 | 7 |
| Plover | L59181 | 7 | 6 |
| Stevens Pt | Y10881 | | |
| Stevens Pt | YSY108 | 7 | 7 |
| Stevens Pt | YSY118 | 7 | 7 |
| Stevens Pt | YSY218 | 7 | 6 |
| Stevens Pt | L51781 | 7 | 7 |
| Stevens Pt | L51681 | 7 | 7 |
| Stevens Pt | Q19991 | 7 | 7 |
| Stevens Pt | Q19851 | 7 | 7 |
| Stevens Pt | M34641 | 7 | 5.25 |
| Stevens Pt | L57681 | 7 | 7 |
| Stevens Pt | M34041 | 7 | 0 |
| Stevens Pt | M34241 | 7 | 7 |
| Stevens Pt | M34791 | 7 | 5.25 |
| Stevens Pt | A49191 | 7 | 7 |
| Stevens Pt | M34191 | 7 | 0 |
| Stevens Pt | M34371 | 7 | 7 |
| Bradley | L56281 | 6 | 5 |
| Bradley | L58481 | 6 | 5 |
| Taylor | L57681 | 7 | 5 |
| Taylor | L57781 | 7 | 5 |
| Marshfield | L57381 | 5 | 5 |
| SUB TOTALS | | 150 | 124.5 |

125083:
Train runs 7 days per week but only covered by assignment 6 days (7th day off GEB)

125083:
Utility Conductor job - No Engineer

125083:
Run off 6 / 2 Pool = 5.25 Engineer assignments

125083:
Train runs 7 days but NO Road pool against this train so = zero
UNDER NEW REGIME Q&A 5 WILL FORCE THIS TO AN ASSIGNMENT

Percent Assigned 83.0%

For Example Purposes Only

Additionally, the company shall each month provide the Union with a report showing a list of all extra trains run, that shall include origin and destination points and day of operation.

Q8. In determining Q7, what criteria will be used?

A8. Trains will only be counted at those locations where a crew change or crew start would normally take place. For example a local service commencing at Wausau and travelling to Fond du Lac will be counted only at Wausau if the plan is for the crew to go through to Fond du Lac and tie up. If the plan calls for the train to be recreated at Stevens Point, the assignment will be counted at both locations. A northbound 'M' series train recreated at Fond du Lac will not be counted at Neenah unless the normal plan is to change crews at Neenah. The percentage will be aggregated for the entire WC system and is not per individual terminal.

Q9. How are Guaranteed Extra Board assignments counted in determining the percentage of regular freight service?

A9. They are NOT. This article does not contemplate the relative proportion of Regular assignments versus Extra. This is because under the CBA the company is obligated to provide Employment Security to specified employees.

Yours truly,

I concur: _____

T. E. Rice
Director Labor Relations

K. J. Flashberger
General Chairperson

Side Letter 3 – Out of Cycle Trainmen Due to Operational Requirements



Human Resources Department
17641 South Ashland Avenue
Homewood, Illinois 60430-1345

www.cn.ca

August 2, 2011

Mr. K. J. Flashberger
General Chairperson
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 agreement of this date. Trainmen who are deemed out of cycle due to operational requirements shall be called in the following manner in connection with the calling order as outlined in Article 11 Paragraph D.

A Trainman who is out of cycle due to operational requirements shall be required to protect their designated call window period as per the language contained in Article 8 – Job Vacancies and Bidding Paragraph C (ii), which states, “The bulletined call window or assigned start time applies whenever the employee ties-up at the designated home terminal.” For example, a Trainman with an advertised call window of 0800 to 1200 hours would be required, if rested under the Federal Hours of Service Act, to protect an assignment with a start time between the hours of 0800 and 1200 hours. Employees who are not rested to protect their advertised call window will be considered released and will be compensated one (1) Basic Day at the applicable rate. Trainmen who are rested and have not been called by the end of the four (4) hour call window will be considered released and will be compensated one (1) Basic Day at the applicable rate.

A Trainman with a designated start time who is out of cycle due to operational requirements shall, if rested, protect a time period of one (1) hour forward or two (2) hours back of their regular designated start time. For example, a Trainman with a regular start time of 0800 hours, if rested, would need to protect from 0700 to 1000 hours. If not called during this time period, Trainmen shall be considered released and will be compensated for one (1) Basic Day at the applicable rate. Trainmen who are not rested to protect this time period will be considered released and will be compensated one (1) Basic Day at the applicable rate. Should the out of cycle day fall on one of the listed holidays as contained in Article 9, the rate of pay would be the applicable holiday rate as contained in Article 20.

The Company will make every effort to keep lay-over assignment Trainmen in cycle. However, when a Trainman is used in this capacity contained herein, said Trainman must be tied up at the home terminal on the out of cycle day in order to properly be placed back in cycle for the following rotation.

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

Yours truly,

I concur: _____

T. E. Rice
Director Labor Relations

K. J. Flashberger
General Chairperson

Side Letter 4 – GEB “Local on Friday”



Human Resources Department
17641 South Ashland Avenue
Homewood, Illinois 60430-1345

www.cn.ca

August 2, 2011

Mr. K. J. Flashberger
General Chairperson
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 agreement of this date.

GEB “Local on Friday”:

A GEB Trainman may decline a call for an assignment commencing between 0001 hours and 2000 hours on the day preceding their scheduled rest day provided that said assignment will result in the Trainman tying up away from his home terminal. A Trainman exercising this option shall inform Crew Management by telephone prior to 0001 hours on the day preceding his schedule rest day(s). A Trainman, who declines a call, will remain first-out and will stand for any other assignment with a start time prior to 2000 hours that does not tie-up at an away-from-home terminal. In the event that a Trainman who exercises this option to decline a call for an assignment with an away-from-home terminal tie-up does not work on that particular day, his GEB guarantee will be pro-rated by 1/9th for that given pay period. Furthermore, this does not constitute a basis for a run-around claim.

In the event that there is not a rested, straight-time GEB Trainman available for the away-from-home assignment, the aforementioned Trainman shall not be able to exercise the terms and conditions contained herein and decline the call for said assignment. A Trainman who exercises this option as contained herein will be permitted to mark up on the Supplemental Board on his scheduled rest day(s).

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

Yours truly,

I concur: _____

T. E. Rice
Director Labor Relations

K. J. Flashberger
General Chairperson

Side Letter 5 – Supplies



Human Resources Department
17641 South Ashland Avenue
Homewood, Illinois 60430-1345

www.cn.ca

August 2, 2011

Mr. K. J. Flashberger
General Chairperson
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 agreement of this date.

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: _____

T. E. Rice
Director Labor Relations

K. J. Flashberger
General Chairperson

Side Letter 6 – Hours of Service



Human Resources Department
17641 South Ashland Avenue
Homewood, Illinois 60430-1345

www.cn.ca

August 2, 2011

Mr. K. J. Flashberger
General Chairperson
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 agreement of this date. 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: _____

T. E. Rice
Director Labor Relations

K. J. Flashberger
General Chairperson

Side Letter 7 – Work/Rest Cycles



Human Resources Department
17641 South Ashland Ave,
Homewood, IL 60430-1345

www.cn.ca

August 2, 2011

Mr. K. J. Flashberger
General Chairperson
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 agreement of this date.

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

In the event it is not feasible to adhere to the work/rest for GEB positions in accordance with the work/rest cycle advertised for said position 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) 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 Paragraph D. If called from the Available Board, that assignment shall not interfere with the regular starting time or call window of his bulletined assignment.

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 away from home terminal 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).

If an employee elects to take the full 48 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. Should a Trainman not elect to exercise his option to observe the full 48 hour rest period for his assignment and voluntarily agrees to keep himself in cycle,

which would result in a rest period of less than 48 hours, said Trainman shall be paid at the rate of time and one-half at the applicable rate for the first trip of the following work week schedule. It is understood that the aforementioned can only be done in compliance with the Rail Safety Act.

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: _____

T. E. Rice
Director Labor Relations

K. J. Flashberger
General Chairperson

Side Letter 8 – Remote Control Operation - RCO



Human Resources Department
17641 South Ashland Ave.
Homewood, IL 60430-1345

www.cn.ca

August 2, 2011

Mr. K. J. Flashberger
General Chairperson
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 agreement of this date 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 this Agreement.
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 this Agreement 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 this Agreement shall apply.
5. Trainmen operating an RCO assignment shall be paid the rates outlined in Article 5 of this Agreement .
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: _____

T. E. Rice
Director Labor Relations

K. J. Flashberger
General Chairperson

Side Letter 9 – Chicago Implementing Agreement



Human Resources Department
17641 South Ashland Ave.
Homewood, IL 60430-1345

www.cn.ca

August 2, 2011

Mr. K. J. Flashberger
General Chairperson
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 agreement of this date.

The terms and conditions of the UTU Chicago Terminal Merger Implementing Agreement effective January 28, 2006 remain in effect. Should the provisions of the Agreement of this date 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: _____

T. E. Rice
Director Labor Relations

K. J. Flashberger
General Chairperson

Side Letter 10 – Familiarization



Human Resources Department
17641 South Ashland Ave.
Homewood, IL 60430-1345

www.cn.ca

August 2, 2011

Mr. K. J. Flashberger
General Chairperson
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 agreement of this date.

The Company recognizes the concerns of the Organization as they relate to familiarization of employees on the various territories as outlined in this Agreement. To that end, the Company shall provide familiarization trips to trainmen in a timely manner. The Superintendent or designee, in consultation with the UTU Local Chairperson or designee shall determine the number of familiarization trip(s). Familiarization of various industries and plants may be accomplished by on-site excursions via motor vehicle. The Organization agrees to work in conjunction with the Company to develop familiarization curriculums.

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

Yours truly,

I concur: _____

T. E. Rice
Director Labor Relations

K. J. Flashberger
General Chairperson

Side Letter 11 – Passport Reimbursement



Human Resources Department
17641 South Ashland Ave.
Homewood, IL 60430-1345

www.cn.ca

August 2, 2011

Mr. K. J. Flashberger
General Chairperson
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 agreement of this date.

During our discussion the parties discussed the impact of the Intelligence Reform and Terrorism Prevention Act of 2004, which became effective January 1, 2008, that 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 August 2, 2011 and who is required to obtain a valid passport in order to perform service for the Company, for the initial cost of the passport. This reimbursement is contingent on all of the following:

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

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

Yours truly,

I concur: _____

T. E. Rice
Director Labor Relations

K. J. Flashberger
General Chairperson

Side Letter 12 – Company Safety Program Participation



Human Resources Department
17641 South Ashland Ave.
Homewood, IL 60430-1345

www.cn.ca

August 2, 2011

Mr. K. J. Flashberger
General Chairperson
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 agreement of this date.

During our discussion the Company expressed their desire to have the UTU participate in various Company sponsored safety programs, as identified by the Company. The parties have agreed that a representative from the UTU will participate in Company safety programs upon request of the Company subsequent to the effective date of this Agreement. It is understood that the UTU's representative will be made whole for all lost wages in connection with attending activities associated with the Company's safety programs. It is further understood that the UTU will select the representative who will attend these programs. If these programs require the UTU's representative to travel from his designated home terminal in order to participate, the Company will reimburse the representative for mileage at the IRS standard driving allowance. (Q&A 53-54)

Should either party have concerns regarding the UTU's participation in the Company safety programs, the Company General Manager or designate and the UTU General Chairperson or his designate shall meet in order to discuss and resolve the parties' concerns. Should the parties not be able to reach a mutually agreed upon resolution to their differences, independent of this Agreement dated July 18, 2011, either party may cancel the terms and conditions contained herein this Side Letter with a 30-day written notice expressing their desire to cancel Side Letter 13 - Company Safety Program Participation.

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

Yours truly,

I concur: _____

T. E. Rice
Director Labor Relations

K. J. Flashberger
General Chairperson

Side Letter 13 – Equalization/Equity



Human Resources Department
17641 South Ashland Avenue
Homewood, Illinois 60430-1345

www.cn.ca

August 2, 2011

Mr. K. J. Flashberger
General Chairperson
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 agreement of this date.

In the event an assignment is a combination of work equity between any of the Prior Rights zones, the job will be identified as DWP, DMIR or WC based on the preponderance of miles or time on the respective prior rights property. The parties agree that each prior right territory will be entitled to equalize time/miles as owed. In the event no prior right employee is assigned to equalize the time/mileage due, the time/mileage will be considered as equalized for that period and a new “checking period” will commence for future equalization.

Note: When determining equity on mainline assignments that traverse between Ranier and Stevens Point and vice versa, the south absolute signal at Pokegama shall be used as the property line between the WC and DWP for the purpose of monitoring equalization and equity based on time spent and miles run on the opposing property, i.e., a southbound DWP crew that proceeds south on the WC past the south Pokegama signal will be monitored as to how much time and miles they spent on the WC. A northbound WC crew that passes the south Pokegama signal and proceeds north on the DWP will be monitored as to how much time and miles they spent on the DWP.

Currently DWP prior right Trainmen perform the helper service (shover), interchange and the transfer work within the Pokegama to Proctor area. Providing that such work is performed in the future and is bulletined as a regular assignment, DWP prior rights Trainmen (if available) will protect helper service; interchange and transfer work in this area.

The Local Chairmen involved will compile the time and miles figures for equalization. The Superintendent or designee will provide the affected Local Chairperson the data (train symbol, train line-up, initial/final terminal, name of Conductor) to determine equalization. In the event there is a dispute regarding the equalization due or the data, the General Chairperson will make the determination and notify the General Manager to issue the bulletin for equalization.

Disputes arising out of the interpretation or application of this side letter shall not be used as a basis for time claims. The Union holds the Company harmless for all actions taken or not taken in connection with this side letter.

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

Yours truly,

I concur: _____

T. E. Rice
Director Labor Relations

K. J. Flashberger
General Chairperson

Side Letter 14 – DMIR Weekly Mark



Human Resources Department
17641 South Ashland Avenue
Homewood, Illinois 60430-1345

www.cn.ca

August 2, 2011

Mr. K. J. Flashberger
General Chairperson
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 agreement of this date..

In order to accommodate the ebb and flow of traffic between the mines and the docks, DMIR prior-righted positions shall be assigned on a weekly or bi-weekly basis. If, during the term of this Agreement, the Company is able to gain longer term projections from the customer(s), the Company may, after consulting with the General Chairperson, implement a longer assignment period.

All other positions shall be assigned as per the language of ATTACHMENT “A” contained herein.

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

Yours truly,

I concur: _____

T. E. Rice
Director Labor Relations

K. J. Flashberger
General Chairperson

Side Letter 15 – Seniority Maintenance



Human Resources Department
17641 South Ashland Avenue
Homewood, Illinois 60430-1345

www.cn.ca

Mr. K. J. Flashberger
General Chairperson
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 agreement of this date.

The parties agreed that in the event a “Seniority Maintenance” clause is added to an agreement between the Company and Brotherhood of Locomotive Engineers and Trainmen, the parties shall meet to discuss incorporating similar language into this agreement.

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

Yours truly,

I concur: _____

T. E. Rice
Director Labor Relations

K. J. Flashberger
General Chairperson

Side Letter 16 – Seniority Ranking off Prior Rights Zone



Human Resources Department
17641 South Ashland Ave.
Homewood, IL 60430-1345

www.cn.ca

August 2, 2011

Mr. K. J. Flashberger
General Chairperson
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 agreement of this date.

For Trainmen hired on or prior to January 1, 2012, who bid and are assigned to positions outside of their prior right property (the WC, DWP or DMIR), for the purpose of awarding them to an assignment the Trainmen’s train service date on their former property (limited to WC, DWP or DMIR) will be controlling and the senior Trainman shall be assigned. However, prior right Trainmen on their prior right property will be senior to any Trainman transferring in from another zone.

The Organization agrees to compile the initial system seniority roster prior to January 1, 2012 in order to aid in assigning positions as set forth above. The roster will show each Trainman’s name, employee number, date of seniority, status and prior rights code, if applicable.

Trainmen hired after January 1, 2012 will be considered System Trainmen without any prior-rights and placed on the bottom of the system seniority roster.

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

Yours truly,

I concur: _____

T. E. Rice
Director Labor Relations

K. J. Flashberger
General Chairperson

Side Letter 17 – Pool Service



Human Resources Department
17641 South Ashland Ave.
Homewood, IL 60430-1345

www.cn.ca

August 2, 2011

Mr. K. J. Flashberger
General Chairperson
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 agreement of this date.

The following conditions shall apply to Trainmen in pool service.

1. In lieu of call windows or assignments with regular start times, Pool service may be established at Proctor, Two Harbors and/or Keenan Home Terminals for DMIR prior-righted assignments. Such pool service shall be regulated by the Superintendent with the concurrence of the General Chairperson. By mutual agreement between the parties, any combination of call windows, regular assignments and Pool service may be adopted.
2. Pools will be advertised with two consecutive rest days.
3. A Trainman in Pool Service shall be guaranteed a minimum of five (5) Basic Day's pay for a weekly period. One Basic Day's pay shall be used to reduce 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-fifth (1/5th) of the weekly rate shall be used for prorating the guarantee of a Trainman who is not assigned to the Pool for the full 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.
4. Trainmen in this service shall be operated on a first in, first out basis, based on tie-up at the home terminal.
5. When a Trainman is off for any reason or misses a call for any service, his turn is removed from the pool and he shall be held off the pool board for a minimum of twelve (12) hours. This does not prevent the Company from calling the Trainman if the board is exhausted.
6. When a Trainman marks up from being off for any reason he shall be placed to the bottom of the board.

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

Yours truly,

I concur: _____

T. E. Rice
Director Labor Relations

K. J. Flashberger
General Chairperson

Side Letter 18 – Executive Approval



Human Resources Department
17641 South Ashland Ave,
Homewood, IL 60430-1345

www.cn.ca

August 2, 2011

Mr. K. J. Flashberger
General Chairperson
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 tentative Agreement of this date.

The parties recognize that this Agreement is subject to final review and approval by the Executive Officers of each respective party.

The Company and Union agree to notify each respective party of the results of such executive approval not later than August 19, 2011.

If approval is granted by the executives of each respective party, the Union agrees to conclude the ratification process in connection with this agreement not later than October 15, 2011. The Union will advise the Company of the results of such ratification process as soon as reasonably practicable.

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

Yours truly,

I concur: _____

T. E. Rice
Director Labor Relations

K. J. Flashberger
General Chairperson