

**AN AGREEMENT
BETWEEN**

WISCONSIN CENTRAL LTD.



AND

ITS EMPLOYEES REPRESENTED BY



March 1, 2025

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PREAMBLE

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

By mutual agreement, the Memorandum of Agreement January 1, 2012, all Local agreements, and all Letters of Understanding between the Wisconsin Central Ltd. and its employees represented by SMART-TD with the exception of the Merger Implementing Agreement/Chicago Implementing Agreement dated January 28, 2006, all Side Letters attached to said Agreement, are hereby abrogated in their entirety and the following shall apply in substitution thereof.

Therefore, it is hereby agreed:

ARTICLE 1 — PURPOSE

The fundamental objective of the Company is to operate a safe, efficient, and effective railroad transport operation and a key component to the success of this venture is the contribution of a Conductor, Utility Man, and Brakeman (hereinafter referred to as Trainman).

This Agreement is founded on a principle of paying for a Trainman'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 all existing Agreements, unless otherwise provided, and introduces changes in the workplace. In recognition of this, a committee consisting of the SMART-TD General Chairperson, a SMART-TD 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. Minutes shall be compiled and signatures from both parties shall be affixed in recognition of what was discussed and agreed upon.

ARTICLE 3 — RECOGNITION

- A. This Agreement covers all Conductors, Utility Man, Brakeman, and Kirk Yard Remote-Control Operator(s) (RCO) positions employed by the Company and represented by the SMART-TD under the Railway Labor Act, as amended.
- B. The terms "Conductor", "Utility Man", "Brakeman", "RCO" and "Trainman" as herein referred to shall include employees represented by SMART-TD, except where otherwise specifically provided for herein. The term "Company" shall mean Wisconsin Central Ltd. The term "Union" or "General Committee" shall mean SMART-TD.

- 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 SMART-TD.
- 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 SMART-TD 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, using Railroad supplied electronic 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 position(s) shall perform the traditional duties of a Utility Man, including driving a Company vehicle on and off Company property for the purpose of transporting crews and assisting trains. Furthermore, 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. Trainmen shall work OJT positions and other mutually agreed upon positions between the General Manager and the General Chairperson. (Side Letters 1 & 14)

Note 1: Trainmen shall not be required to perform duties outside the Scope Rule and shall not be censored nor disciplined for refusing to do so. Additionally, Trainmen cannot be forced into OJT positions or any other positions that were mutually agreed upon by the General Manager and General Chairperson.

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 & 2)

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 D-5 are exhausted. (Side Letter 2 and Q&A 3, 4, & 5)

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. (Q&A 6, 7, & 8)

ARTICLE 5 — WAGES

- A. 1. Effective July 1, 2020, the rate of pay for Conductor will be \$43.42 per hour. This rate will apply to all time on duty, unless otherwise specified in the Agreement.
- 2. Effective July 1, 2021, the rate of pay for Conductor will be \$44.94 per hour. This rate will apply to all time on duty, unless otherwise specified in the Agreement.
- 3. Effective July 1, 2022, the rate of pay for Conductor will be \$48.09 per hour. This rate will apply to all time on duty, unless otherwise specified in the Agreement.
- 4. Effective July 1, 2023, the rate of pay for Conductor will be \$50.01 per hour. This rate will apply to all time on duty, unless otherwise specified in the Agreement.
- 5. Effective July 1, 2024, the rate of pay for Conductor will be \$52.26 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.
- E. On the effective date of this Agreement, Trainmen covered by this Agreement are eligible to receive any Service Recognition Bonuses provided they meet the requirements set forth by the most current National Rail Agreement. (Attachment "F")

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". A Trainman who established seniority on the former Elgin, Joliet & Eastern Railway Company, Trainmen's seniority roster(s) on or prior to September 1, 2012, shall be known and designated as a "Protected Trainman". Such Protected Trainman 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 their 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 SMART-TD 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 the 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, 2013, 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
- EJ&E date of September 1, 2012

In the event the Company elects to furlough Trainmen, they shall offer voluntary furloughs in one (1) week (seven (7) day) increments, by issuing a notice at the location where the excess Trainmen exist. Trainmen shall be awarded the voluntary furlough status in seniority order. 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. (Attachments "C" & "D")

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

B. The SR fee required under this paragraph will be payable by an employee, monthly, 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 Manager/Company Officer that occurs after the date this provision is implemented at the location involved. If an employee covered by this paragraph is set back

to train service and is subsequently transferred to 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 an 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 Manager/Company Officer position, he shall be placed at the bottom of the seniority roster involved. Such an employee shall be deemed to have forfeited all agreement-based rights and/or benefits to which they are entitled or eligible based upon their 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 SMART-TD to the Director of Labor Relations.

Section 6 – Seniority Maintenance

- A. Each employee in a train service class/craft represented (for RLA purposes) by the SMART-TD who does not hold membership in that organization will be required to pay a monthly seniority maintenance (“SM”) fee to the SMART-TD in order to continue to accumulate train service seniority. The SM fee shall be based on the costs of negotiations, claim/grievance/discipline handling, and internal governance as indicated in the SMART-TD’s Fees Objector Policy and/or the most recent LM-2 Report filed by SMART-TD with the United States Department of Labor, but in no event shall it exceed the full amount of monthly dues payable to the SMART-TD and its subordinate units by a member of such organization. The SM fee required under this paragraph will be payable by an employee monthly beginning with the first full calendar month that immediately follows completion of his SM service period. An employee’s SM service period for this purpose shall mean the thirty (30) calendar day period that commences with his first day of compensated service in a SMART-TD represented train service class/craft that occurs after the date this provision is implemented at the location involved. If an employee covered by this paragraph is promoted to engine service and is subsequently set back to train service at a location where this provision has been implemented, a new SM service period (as defined above) will be applicable to such employee.
- B. The SMART-TD shall furnish to the Company written notification of the amount of the applicable SM fee(s) due under this paragraph by July 1 of each calendar year, which amount will remain in effect until the succeeding July 1. The initial notification of the SM fee amount(s) under this paragraph will be made within thirty (30) calendar days of the date this Letter of Intent is implemented at any location and will remain in effect until the succeeding July 1. The applicable SM fee will be payable at the same time as dues are payable by a SMART-TD member. Any non-member of the SMART-TD in train service who fails to pay the SM fee when due shall be promptly notified of that non-payment by the SMART-TD by certified mail. If such default has not been cured within thirty (30) calendar days after the date of such notice, the SMART-TD shall provide the Company written notification of the non-payment and that individual’s seniority in the train service class/craft involved shall be frozen effective on the first calendar day after expiration of the 30-day notice period.
- C. The provisions contained in this Section shall only be implemented upon thirty (30) days written notice by the General Chairperson of the SMART-TD to the Director of Labor Relations.

Section 7 – Seniority Districts and GEB Locations

- A. 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 their seniority within that terminal based upon their 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 to which they are currently assigned). A Trainman may

exercise their seniority within the home terminal in accordance with the applicable provisions as contained in Attachment "A". (Q&A 9)

- B. Upon the effective date of this Agreement, the following Seniority Districts and Home Terminals shall be maintained (Side Letter 3):

Seniority District 1

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

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

- Protects vacancies including vacancies at Joliet / Spaulding

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

Note: Conductors will be allowed to bid and may be forced between Schiller Park, Joliet, and Gary each bid period.

Seniority District 2

Home Terminal 1 - Extra Board Location and Source of Supply - Fond du Lac

- Protects vacancies including vacancies at Spur 126 / Waukesha

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

Home Terminal 3 - Extra Board Location and Source of Supply - Green Bay

- Protects vacancies including vacancies at Manitowoc

Home Terminal 4 - Extra Board Location and Source of Supply - Stevens Point

- Protects vacancies including vacancies at Waupaca / Plover

Home Terminal 5 - Extra Board Location and Source of Supply – Wisconsin Rapids

- Protects vacancies including vacancies at Marshfield

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

Seniority District 3

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

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

- Protects vacancies including vacancies at New Brighton

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

- Protects vacancies including vacancies at Chippewa Falls

Seniority District 4

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

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

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

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

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

- Protects vacancies including vacancies at Minntac / Biwabik

Note: The Company shall have the option to have the Pokegama 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 – Gladstone

- Protects vacancies including vacancies at Ishpeming / Powers

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

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

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

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

Note 3: By mutual agreement between the General Manager and the General Chairman, the listed Seniority Districts may be adjusted based upon future needs of service.

C. Trainmen shall not be required to exercise their seniority to a permanent assignment or position existing outside of their district. However, understanding they may be furloughed if unable to hold an assignment or a position within their district, unless they exercise their system seniority to another seniority district. (Q&A 10, 11, & 12 and Attachments “C”, “D”, & “E”)

Section 8 – Seniority Roster

A. Seniority rosters for each Seniority District, outlined in Section 7 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 sixty (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, 2013, shall be placed at the bottom of the System Seniority Roster. (Side Letter 4)

Section 9 – Prior Rights

Assignments, including Guaranteed Extra Board assignments (and vacation slots), shall 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 Right and/or System) shall be determined as set forth in Side Letter 5.

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.

EJE: Assignments that operated predominantly on the former Elgin, Joliet, and Eastern Railway Company, typically between Waukegan, Joliet, and Gary.

Note: EJE prior-righted Trainmen with a seniority date on or prior to January 1, 2012, will not be required to exercise seniority to a permanent assignment or position outside the former EJE territory. EJE prior-righted Trainmen with a seniority date subsequent to September 1, 2012, but prior to January 1, 2013, shall not be required to exercise seniority to a permanent assignment or position existing outside of the former EJE territory, but may be furloughed if unable to hold an assignment or position at these locations unless they exercise their seniority elsewhere.

Note: EJE prior-righted Trainmen who have road/yard designations will continue to possess such designations for prior-righted EJE assignments. The General Chairperson shall decide the road/yard designations for assignments bulletined with EJE prior-rights designations.

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 January 1, 2012, 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, 2013, 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 6)

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 10 – Transfer to Engine Service and Flow Back

- A. Trainmen who have accumulated a minimum of 120 months of service as a Conductor will not be required to accept transfer to engine service. If the number of applicants for engine service in the Seniority District is insufficient to meet the Company's needs, a System bid will be utilized seeking applicants. If still insufficient, such needs shall be met by requiring Trainmen who have accumulated less than 120 months of service as a Conductor to transfer to engine service in inverse seniority order within the District or forfeit seniority as a Trainman. If there are no Trainmen within the District with less than 120 months of service as a Conductor, the Company may force Trainmen from the nearest adjacent District, via highway miles, who have not accumulated 120 months of service as a Conductor. Trainmen failing to pass the transfer requirements for Engineer will 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, back to the District from which he last worked 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 11 – Transfer to Yardmaster and Flow Back

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

- 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 five (5) consecutive tours of duty with two (2) consecutive rest days with a minimum of 48 consecutive hours off or six (6) consecutive tours of duty with three (3) consecutive rest days with a minimum of 72 consecutive hours off. By mutual agreement between the General Manager and the General Chairperson, alternative work rest schedules to those stated above may be established at agreed upon locations. (Q&A 13-16)

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.
(Side Letter 5)

Note 2: The rest period shall commence when the assignment ties up at the home terminal following the five (5) or six (6) tours of duty, whichever is applicable.

- B. Where regular assignments have been established, each regular assignment shall be advertised and assigned rest days. 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 17-24)

Note: The “call window” is the time during which the assignment is scheduled to start. The two (2) hour call is in advance of this time.

- 1. 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.
 - 2. The bulletined call window or assigned start time applies whenever the employee ties up at the designated home terminal. (Side Letters 7 & 8)
- D. 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 their regular on duty point and tie up at their 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 25-29)
 - E. If at or enroute to an away-from-home terminal on the last working day of a Trainman’s work/rest schedule, 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 8)
 - F. 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 within the WC Property

- 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 (90) days of the transfer. The General Chairperson and the General Manager may mutually agree to extend the ninety (90) day 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 in 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 in

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 a daily meal and incidental per diem equal to the GSA (CONUS) meal and incidental (M&IE) per diem rate currently in effect.
2. In lieu of Company provided transportation, if the Trainman chooses or is required to use their personal automobile, they shall be reimbursed for the necessary costs of transportation, which shall be equal to the IRS mileage allowance currently in effect.
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.

Section 4 – Transfer/Borrow-out to other CN Properties

- A. The need for Trainmen to work on another CN property temporarily will be posted to enable interested Trainmen from the WC to accept transfer to another CN property on a temporary basis.
- B. Trainmen approved to work on another CN property will be selected based upon their System Seniority and will be granted a Leave of Absence. The Leave of Absence will expire seventy-two (72) hours from the time the Trainman is notified of their release from the other property, and they shall immediately thereafter mark up for service in their home district.
- C. Trainmen will not make less than a basic day when available and protecting (other than rest days) on another property. All time worked and available by Trainmen while on a temporary assignment on another property will be counted towards any applicable WC employment time with regards to seniority accrual, vacation and PLD qualification, and Health & Welfare benefits. Trainmen on temporary assignment on another property shall be allowed Company provided lodging. Trainmen on temporary assignments shall be reimbursed for the necessary costs of transportation, which shall be equal to the IRS mileage allowance currently in effect, from their home (WC) terminal to the location of the Company provided lodging. At the conclusion of their leave of absence, Trainmen shall be reimbursed for the necessary cost of transportation, which shall be at the standard driving allowance allowed by the IRS, from their Company provided lodging to their home (WC) terminal.
- D. While at the location of the temporary assignment, in lieu of Company provided transportation, if the Trainman chooses or is required to use their personal automobile, they shall be reimbursed for the necessary costs of transportation, which shall be equal to the IRS mileage allowance currently in effect.

Additionally, Trainmen shall be compensated a daily per diem equal to the GSA (CONUS) M&IE per diem rate currently in effect.

ARTICLE 9 — ANNULMENT OF ASSIGNMENTS

- A. When an assignment is to be annulled on a general 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 30)
- B. When an assignment is annulled on a holiday listed in Paragraph A of Article 20, 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 Article 20, 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 one-tenth (1/10th). (Q&A 31)

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 shall be allowed to exercise their seniority to any assignment within the terminal in which they are 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 their 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 their seniority to displace a junior Trainman utilizing their System seniority within the District.

Note 1: In the absence of having a remaining standing bid selection at their home terminal, the Trainman has forty-eight (48) hours in which to exercise his District seniority, or they shall be assigned a position by the Company within the District.

Note 2: A Trainman who elects to exercise their System seniority to another District that is more than one hundred (100) miles from the location from which they are leaving shall be permitted a reasonable time not exceeding seventy-two (72) hours to take up the position.

Note 3: A Trainman who elects to exercise their System seniority to another District that is more than one hundred (100) miles from the location from which they are 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 a 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 32)

ARTICLE 11 — GUARANTEED EXTRA BOARDS (GEB)

- A. 1. Guaranteed Extra Board (GEB) 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 forty-eight (48) consecutive hours). Trainmen shall bid GEB position(s) by virtue of seniority and prior rights.
- 2. GEB Trainmen’s scheduled rest day(s) and paid time off, including scheduled vacation (week or single day) or personal leave days, will commence at 06:01 hours. GEB Trainmen will be automatically marked back to the board at 06:01 hours following their rest day(s) or paid time off. GEB Trainmen shall not be called for duty on an assignment that commences on or after 20:00 hours on the day preceding their rest day(s) or paid time off. However, at the Trainman’s option, they may accept a call for duty subsequent to

20:00 hours. Any Trainman who elects this option must inform Crew Management by 06:00 hours the day preceding their scheduled rest day(s) or paid time off.

3. Subject to the needs of service, a GEB Trainman at the home terminal may elect not to be called for duty that commences on or after 14:00 the day preceding the time off with the understanding that the Trainman will be automatically marked back to the board at 00:01 the day following the time off. This option must be elected upon tie up from the last tour of duty or not later than 06:01 on the day preceding the time off.
 4. GEB Trainmen who are subject to call on the day prior to a rest day, PLD, SDV, Union Business, or vacation may elect to deny any AFHT assignment. The ability to elect this option must be done upon tie up from their last tour of duty or no later than 06:01 on the day preceding their time off via notification to the Company's CMC. The Company may, but is not obligated to, call a Trainman in this elected status for any AFHT assignment(s). The Company, under this provision, will have the option to either honor this request, or force the Trainman to take the assignment and transport him back to their home terminal to end the tour of duty on such days without penalty. Trainmen who reach a position of first out and are not used for the AFHT assignment due to electing this option, will forfeit 1/10th of the GEB guarantee for the pay period.
- 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, 2013 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.
- Note:** If the first out/rested Trainman is not qualified on the assignment to which they are being called for, the Company may utilize the next available qualified Trainman to fill the vacancy. Based on the needs of service, the first out, non-qualified Trainman will also be called for the assignment in order to get qualified.
- D. Unless otherwise provided 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. (Side Letter 9 and Q&A 33 & 34)

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

1. Out of Cycle (OOC) Trainmen (Side Letter 7); if none,

Note: Trainmen can be used ahead of the GEB for an Extra Assignment which is not a known Temporary Vacancy, whereas Temporary Vacancies shall be assigned to the GEB first. In the event the GEB is exhausted, OOC may be utilized for Temporary Vacancies as well. A Temporary Vacancy is defined as any vacancy created by the absence of a Regularly Assigned Trainman. An Extra Assignment is defined as any extra Trainman work not bulletined and assigned to a Regularly Assigned Trainman.

2. 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,

3. The 8-Day Reserve Board (Attachment "C"); if none,
4. 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,
5. The first-out, qualified, and rested Trainman on the nearest Guaranteed Extra Board(s) within the Seniority District via highway miles; if none,
6. 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,
7. The first-out, qualified, and rested Trainman on the nearest Guaranteed Extra Board via highway miles on the adjacent Seniority District.

Note: Trainmen used under the provisions of D-5 or D-7 may be held for up to five (5) days or until they are displaced by the return of the regular Trainman, or by a senior Trainman on Board Change Day. Trainmen released from an assignment shall return to their GEB and shall be placed on the bottom of the Board in accordance with their tie-up time.

- E. When Trainmen mark back up for any reason, they shall be placed to the bottom of the GEB, and the following shall apply (Q&A 35 & 36):
 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 days' pay for a bi-weekly period. One (1) basic day shall be used to reduce the guarantee for any twenty-four (24) hour period, or portion thereof (other than a rest day) a Trainman is unavailable for service as outlined herein. The one-tenth (1/10th) of the bi-weekly rate shall be used for prorating the guarantee of a Trainman who is not assigned to the GEB for the full bi-weekly period. All compensation credited to the Trainman during the pay period, except expense allowances such as but not limited to, auto mileage and allowances, meal allowances, etc., and payments flowing from a violation of this Agreement, will be deducted from that guarantee. (Q&A 37)

A Trainman assigned to the Guaranteed Extra Board who is called and elects to work on their rest day(s) will be paid at a rate of time-and-one-half (1.5). These wages will be paid in addition to any GEB guarantee the Trainman has earned under this Article. This provision shall not apply if the guarantee is reduced for any reason due to an unpaid absence.
- G. GEB positions shall be advertised, and Trainmen shall bid such positions 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 GEB 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 they are 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 38 & 39)
 - 2. If such Trainmen are not returned to their home terminal upon completion of each workday, 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 this 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 a basic day at the applicable rate. 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 Law. (Q&A 40 & 41)
- 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 is 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, they 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 their 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 themselves 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 services) 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 SMART-TD 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 42)
- 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 to the reporting and relief points until suitable wash and locker room facilities have been provided. At the home terminal, separate male and female wash, locker, and toilet facilities, with 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.
Note: The Company will make available enough lockers at the respective terminals so that every Trainman assigned to said terminal will be provided with a locker for their own personal use.
Note: Any issue arising from the application of this provision will be handled locally between the Local Chairperson and the Superintendent.
- E. Once a Trainman is tied up at an away-from-home off-duty point, the next tie-up shall be at the home terminal.
Note: It is understood that circumstances may arise due to a disruption of service, as defined in Article 15, Section 1-C., that requires the Carrier to tie-up a Trainman at the away-from-home terminal for a second consecutive tie-up before returning to his home terminal. The Carrier will arrange to return the Trainman to his home terminal by the first available means following a disruption of service.

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. If a Trainman is required to deadhead to a location where they go 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.
Note: In the event the Company calls the Trainman less than two (2) hours prior to the time required to report for duty, the Trainman has the right to report two (2) hours from the time of the initial call, without penalty, even if this may cause a delay to the assignment due to the Trainman not receiving the required minimum two (2) hour call for service, as contained in Paragraph A. (Q&A 43 & 44)
- B. Trainmen must designate telephone number(s) at which they can be reached for the purpose of being called. (Q&A 45)
- C. When a disruption to service occurs, the General Manager will consult with the General Chairman and the following plan may be implemented: the current call windows will be suspended, and the affected employees will be placed on a Road Pool Board in the order of their call windows. Such employees will then be run first-in, first-out on any available assignment other than temporary vacancies.

A disruption to service is defined as a main line blockage due to derailment, washout, fire, vandalism, flood, or similar act of God that results in the stoppage of trains on the Wisconsin Central territory. It is not the intent to invoke this provision unless an incident results in a severe disruption to the designed flow of traffic on the Wisconsin Central territory. A severe disruption is defined as above noted and lasting more than five (5) hours. Furthermore, the Road Pool Board created by this provision will be abolished and crews will return to their regular assignments when main line traffic resumes. Trainmen used in the manner described herein will be compensated no less than the applicable GEB rate during the affected timeframe.

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 their 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 online due to being overtaken by the Hours-of-Service Law shall be re-crewed with a qualified Trainman from the nearest available 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, they 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 days' 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 not qualified, a pilot shall 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 employees) acting as pilots shall be paid a minimum of one 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 their rest day, they will 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 46-51)

Section 6 – Tie-up at Off Duty Point

Upon arrival at the designated off duty point, Trainmen shall register the time they are released in CATS, a book, or other place provided for that purpose. Once at their layover terminal, Trainmen shall be called for the next service to their home terminal in the same order they were initially called out of their home terminal, provided they are rested.

Note: Trainmen tied up at the away from home terminal will take precedence on trains that operate to/through their home terminal over any other source of supply. However, the parties understand that occasionally operational anomalies may occur that may make it necessary to use a crew from a different source of supply. In these cases, the Local Chairman will be notified as to the reason and, if necessary, will address accordingly with the Superintendent.

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 the 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, bath facilities with hot and cold running water, a chair and nightstand, television, microwave, and refrigerator in the room.
 3. Blankets, clean linens (sheets and pillow cases), soap and towels shall be supplied each occupant.
 4. Rooms shall be cleaned and bed linens 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. In the event there are no restaurant facilities open on a twenty-four (24) hour basis near the lodging facility, an alternative food source will be provided or a commons area will be established at the lodging facility for the purpose of crews to be able to purchase and prepare food while at the facility or other mutually agreeable alternative. The Superintendent shall consult with the respective Local Chairperson of the SMART-TD 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 their 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 commences. 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

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

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 (1/2) 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 days' pay shall be allowed for the separate service deadhead.

Section 4 – Aggregate Service

Trainmen may be released for 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, 2013, will be entitled to a maximum of thirteen (13) PLD’s for each calendar year. Trainmen hired subsequent to January 1, 2013, will accumulate PLD’s for each calendar year upon attaining the following seniority. (Attachment “F”)

During a calendar year in which a Trainman’s PLD entitlement shall increase on the anniversary date, such Trainman shall be permitted to schedule the additional PLDs any time during that calendar year.

Years of Service:	Amount of Personal Leave Days:
One (1) day, less than Three (3) years	Maximum of Five (5)
Three (3) years, less than Six (6) years	Maximum of Eight (8)
Six (6) years, less than Ten (10) years	Maximum of Eleven (11)
Ten (10) years or more	Maximum of Thirteen (13)

- B. Personal leave days will be paid at the basic day straight time rate.
- C. Subject to scheduling by the SMART-TD 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:
 - 1. The PLD’s that are subject to assignment by the Local Chairperson will be assigned as stated in Paragraph E, as contained in this Article.
 - 2. The SMART-TD Local Chairperson or their designated representative must give the Crew Management Center at least forty-eight (48) hours’ notice of the day to be observed.
 - 3. Once the PLD is assigned by the Local Chairperson, it shall not be changed or cancelled unless requested by the Local Chairperson.
 - 4. 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 the home terminal in order to avoid being at the away-from-home terminal when the PLD begins.
 - 5. At locations where two (2) or more extra boards currently exist, as stated in Article 7, Section 7, and are subsequently consolidated, the Local Chairperson shall schedule two (2) PLD’s in the manner provided above.
- D. Upon forty-eight (48) hours advance notice from the Trainman, PLD’s will be scheduled with the approval of the Crew Management Center. PLD’s requested and approved as provided for herein forty-eight (48) hours must be taken and payment will be made on the following payroll period.
- E. In situations where the number of applicants seeking PLD’s exceeds the number of Trainmen that can be released, the Company will approve applications on the basis of the order they were received except no application may be submitted more than six (6) months in advance. In the event more than one (1) application is received on the same day, the most senior Trainman will have preference.
- F. Trainmen who leave or are returned to the service of the Company during the year will have their PLD allocation reduced on a pro-rata basis to allow one (1) PLD per each full month worked not to exceed their individual allocation.
- G. Any PLD(s) provided for herein that are requested but denied by the Company and not subsequently rescheduled during the calendar year or the first (1st) quarter of the following calendar year shall be paid at the rate specified herein.

- H. In the year that a Trainman is hired, the PLD's will be reduced by one (1) PLD for each calendar month starting in October until that Trainman performs his first service. A Trainman who leaves the service of the Company during the year will have his PLD allocation reduced on a pro-rata basis to allow one (1) PLD per each full month worked.
- I. A Trainman may elect to be paid a PLD on any given 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, grandchild, spouse or spouse's parent. Trainmen involved shall make provision for taking this unpaid leave with their supervisor in the usual manner. The three (3) days may be taken at any time beginning with the date of death and ending seven (7) days after the funeral.

ARTICLE 20 — HOLIDAYS

- A. The general holidays recognized are New Year's Day, Presidents' Day, Memorial Day, Good Friday, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve Day, Christmas Day, and New Year's Eve Day.
- B. Trainmen who are available the immediate one (1) day preceding and the immediate one (1) day following a holiday identified in Paragraph A contained herein, 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 paid at time and one-half based on the rate outlined herein. (Q&A 52 & 53)

ARTICLE 21 — VACATION

Section 1 - Entitlements

Each Trainman subject to the scope of this Agreement 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.

Note: Seven (7) calendar days constitutes a week. Vacations of at least one (1) week in duration shall begin on Monday.

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

Years of Service	Amount of Weeks	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 1/52nd, whichever is greater.
After two (2) years but less than five (5) years of 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 2/52nd, whichever is greater.
After five (5) years but less than fourteen (14) years of 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 3/52nd, whichever is greater.
After fourteen (14) years but less than twenty-three (23) years of 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 4/52nd, whichever is greater.
After twenty-three (23) years or more of 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 5/52nd, 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 at all 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 54, 55, & 56)

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. One week of single day vacation (SDV) is equal to seven (7) single day’s pay, when taken on a single day basis. Two weeks of single day vacation (SDV) is equal to fourteen (14) single day’s pay, when taken on a single day basis. Single days of vacation shall be paid at 1/365th of the compensation earned during the calendar year preceding the year in which the vacation is taken but in no event shall such pay for each single day vacation be less than a basic day, whichever is greater. (Side Letter 19)

Note: Trainmen with two (2) weeks or less may take one (1) week of vacation on a single day basis. Trainmen with three (3) or more weeks may take two (2) weeks 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 in 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 their pending vacation period, they may request approval of the Company that their 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 under 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 which a Trainman marks to the Available Board, and performs no service, shall be included in the determination of qualification for vacation.
8. Calendar days which a Trainman marks to the Supplemental Board, and performs no service, shall be included in the determination of qualification for vacation.
9. Calendar days which a Trainman is required to fulfill his military obligation as described in Article 32 Section 4 shall be included in the determination of qualification for vacation.

10. Calendar days, not in excess of one hundred twenty (120), on which a Trainman is absent from and unable to perform service because of sickness or injury received on or off duty shall be included in the determination of qualification for vacation.
11. Calendar days on which a Trainmen's assignment is annulled including on a holiday.

Section 10 - SMART-TD 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, State Director, Local Chairperson and Local Officers for the SMART-TD. 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 seven (7) or fourteen (14) days of their 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.
- E. A Trainman may elect to be paid a SDV on any given day.

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 SMART-TD 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. (Attachment "F")

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 twelve (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, SMART-TD 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 Family Assistance Program

The Company shall maintain for the benefit of Trainmen covered by this Agreement an Employee Family Assistance Program (EFAP), 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 57)

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 SMART-TD 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 \$82.28 per day to eligible employees. This amount is not reduced by monies received under the Railroad Unemployment Insurance Act. For those who qualify, benefits from the plan are paid at least every two weeks. In all cases, plan benefits shall be paid in accordance with the terms and provisions of the Plan, which are incorporated herein by reference. In the event of a conflict between the terms and provisions of the Plan and the terms and provisions of this agreement, the terms and provisions of the Plan shall control. The Company retains the right to modify the plan document from time to time.

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. Trainmen shall be made whole for any earnings lost. If the Trainman is required to take the medical examinations, including eye and hearing tests, on their rest day, they will be paid a basic day at the applicable rate.

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 their 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 their representative, shall select a physician to represent them 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 their physical condition and their opinion as to their fitness to continue service in their 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 averse to the individual, and it later appears through medical findings that their 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, they 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: 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 SMART-TD 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 SMART-TD while subject to this Agreement; provided, however, that this requirement for membership in the SMART-TD 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; or,
 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; or,
 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 SMART-TD 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 SMART-TD shall be considered by the Company to be a member of the SMART-TD unless the Company is advised to the contrary in writing by the SMART-TD. The SMART-TD shall be responsible for initiating action to enforce the terms of this Rule.
- E. The SMART-TD shall furnish to the Company, in writing, the name and roster number of each Trainman whose seniority and employment the SMART-TD 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 SMART-TD's position, it shall notify the SMART-TD 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 SMART-TD 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 SMART-TD's request, accompanied by an explanatory letter, a copy of which shall be furnished to the SMART-TD.

ARTICLE 28 — HANDLING OF CLAIMS AND GRIEVANCES

Section 1 – Representation

- A. The SMART-TD 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 SMART-TD is the lawfully recognized or certified collective bargaining representative for that craft.

- B. The General Committee of Adjustment of the SMART-TD 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 SMART-TD 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 Trainman involved or on behalf of the Trainman by their 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 their Local Chairperson, or designate electronically the reason(s) for such disallowance. Should the Company fail to issue a timely decline 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 SMART-TD 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 reasons(s) for such disallowance.

Should the Superintendent fail to issue timely notification of the decline 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 SMART-TD 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 designate, shall, within sixty (60) days from 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. The General Chairperson has one hundred eight (180) days from the date the discipline was assessed to present an appeal to the Director of Labor Relations. The Director of Labor Relations, or designate, has sixty (60) days from receiving receipt of the grievance to respond to the claim.

Note: This does not prevent the Local Chairperson and Superintendent from discussing the issue locally, in order to resolve the matter.

- B. The SMART-TD General Chairperson shall list unresolved discipline appeals with the Director Labor Relations not less than fifteen (15) days prior to the next scheduled meeting of the Labor/Management Committee for handling pursuant to Section 2-D of this Article.
- C. 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

- 1. 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 date, time, place and nature of the occurrence or incident that is to be the subject of the hearing. The Trainman shall have the right to be represented at the hearing by a duly authorized SMART-TD 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 1: 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. Any issues over whether testimony is material and is not settled between the Local Chairman and the Superintendent, the General Chairman and the Director of Labor Relations shall meet in order to resolve.

Note 2: A Trainman who is directed by the Company to attend a hearing as a witness shall be compensated for all lost time and, in addition, shall be reimbursed for actual, reasonable, and necessary expenses incurred for each day of the hearing. Witnesses who are requested by the charged Trainman's representative to attend a hearing shall be compensated as though called by the Company if their testimony is material to the matter under investigation. Trainmen called as Witnesses at a hearing may have their representative present.

2. 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

1. 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.

2. 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 their representative shall be furnished a copy of same upon request if discipline is assessed. At an investigation, a Trainman or their representative shall have the right to record, at their expense, the investigation proceedings on a recording device. This provision will not be used to delay or postpone the investigation proceedings.

D. Hearing Decision

1. 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.
2. 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, they or the appropriate Union representative may appeal as provided in Article 28-Section 3.

E. Waiver of Hearing

1. 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.
2. 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

1. Letters of Caution and AMC Notice of Non-compliance are not discipline. Should the Trainman dispute the validity of the Letter of Caution or AMC Notice of Non-compliance, they have the right to request a fair hearing as provided in paragraph B. Provided they do so within ten (10) days of receipt of the letter.
2. Letters of Caution will not be issued as a result of an investigation hearing.

G. Compensation for Attending Hearings

1. When a Trainman involved in a formal hearing is not assessed discipline, the Trainman shall be compensated for all time lost.
2. In the event 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 SMART-TD shall be granted an unpaid leave of absence for the duration of time they hold such a 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 or a basic day at the applicable rate, whichever is greater.

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. (Side Letter 9)
- B. When a Trainman on a regularly assigned run lays off for any cause, upon return to active service they must be available for duty at least three (3) 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 fifteen (15) days or

forfeit seniority as Trainman. Trainmen who forfeit their seniority as a result of the provisions outlined herein 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 SMART-TD 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 (1) year. Extensions to the one (1) year period may be granted when agreed to by the Company and the General Chairperson of the SMART-TD.

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 (1) 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 the 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 within the Company, or the SMART-TD, shall retain their seniority while holding such positions, 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-Section 5 for the duration of their military obligation.

ARTICLE 33 — JURY DUTY

When a Trainman is summoned for jury duty and loses time from their assignment as a result thereof, they shall be paid for actual time lost with a maximum of a basic days' pay at the straight time rate of their position for each calendar day lost, less the amount allowed to them 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:

1. 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.
2. The number of days for which jury duty shall be paid is limited to a maximum of sixty (60) days in any calendar year.
3. No jury duty pay shall be allowed for any day on which the Trainman receives vacation pay.

ARTICLE 34 — BULLETIN BOARDS

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

ARTICLE 35 — CREW CONSIST

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

ARTICLE 36 — CREW CALLING RECORDS

The Company shall provide the General Chairperson and/or each Local Chairperson with access to 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. The parties to this Agreement will be governed by Article 8, Paragraph C of Attachment “E”, regarding the progression of Section 6 and local notices. The above provisions do not prohibit the parties from reaching agreements on any subject that may be mutually beneficial and agreeable.
- B. This Agreement shall become effective on March 1, 2025, and thereafter until changed or modified in accordance with provisions of the Railway Labor Act, as amended. Except as provided for in the PREAMBLE as contained herein, all other Agreements in effect between the parties shall be considered null and void, and this Agreement is the only Agreement in effect between the parties.

Signed this _____ day of _____, 2025, at Homewood, Illinois.

FOR THE SMART-TD:

FOR THE WISCONSIN CENTRAL LTD.:

K. J. Flashberger
General Chairperson

T. Sullivan
Director – Labor Relations

E. Anglemyer
Vice General Chairperson

J. Hilmanowski
General Manager – Midwest Division

M. Koski
Associate General Chairperson

Side Letter 1 – Scope Rule



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

www.cn.ca

March 1, 2025

Mr. K. J. Flashberger
General Chairperson
SMART-TD
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 Trainmen driving Company provided vehicles, both on property and off property, as part of their assigned duties. To that end, the Company will provide a road worthy vehicle to use during their tour of duty. The vehicle will be licensed and adequately insured by the Company. Maintenance and repair of any safety-related and/or non-complying condition of the vehicle will be the Company's responsibility. This includes any ticket(s) or warning(s) issued by law enforcement because of the vehicles non-compliance with applicable laws or regulations.

With regards to transporting crews, nothing in this Agreement shall prohibit the Company from assigning this work in the traditional manner (i.e., taxi cabs, management) to employees not covered by this Agreement.

Similarly, the parties agree to generally discuss the impact of future technology on scope of work and ownership, such as but not limited to, the operation of drones.

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

Yours truly,

T. Sullivan
Director - Labor Relations

I concur:

K. J. Flashberger
General Chairperson

Side Letter 2 – Use of Managers to Fill Trainman Vacancies



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

www.cn.ca

March 1, 2025

Mr. K. J. Flashberger
General Chairperson
SMART-TD
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 only condition under which a manager may be used as a Trainman as described herein is when the calling procedures outlined in Article 11, Paragraph D-1 through and including D-5, are completely exhausted. In the event a manager should be used under these restricted conditions, said manager(s) will be relieved at the first opportunity when a rested and qualified Guaranteed Extra Board Trainman becomes available, however, this will not preclude the Company from holding such rested and qualified Guaranteed Extra Board Trainman for a train within two (2) hours start time.

If a manager should be used as per the language contained herein, the Director of Labor Relations, or designate, will notify the SMART-TD General Chairperson in writing (electronically) within five (5) days identifying the manager or managers used on the date, time, and specific train(s).

When managers are used in excess of six (6) times in any 30-day rolling period, the Company will notify the SMART-TD General Chairperson within 48 hours that the Company will begin or has begun the hiring process for an additional Trainman. If such a process has not already begun, the Company will begin the process within the next 30 days.

When a manager is used as described herein, said manager will be relieved enroute once a Trainman becomes available and shall meet the train enroute to relieve the Company Officer substituting for a Trainman.

Managers shall not be used to fill Trainman vacancies as described herein if there are Trainmen in non-voluntary furlough status.

Any issue with the application of this provision and Q&A 3, 4, & 5 will be addressed by the General Chairperson and the Director of Labor Relations.

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

Yours truly,

T. Sullivan
Director - Labor Relations

I concur:

K. J. Flashberger
General Chairperson

Side Letter 3 – Seniority District Declaration



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

www.cn.ca

March 1, 2025

Mr. K. J. Flashberger
General Chairperson
SMART-TD
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.

Within sixty (60) days of the effective date of this Agreement, Trainmen will be afforded a one-time opportunity to make a declaration to exercise their seniority to a different District. Employees who make a declaration will be afforded the opportunity to relocate to the location selected at such a time in the future when capacity requirements would necessitate.

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

Yours truly,

T. Sullivan
Director - Labor Relations

I concur:

K. J. Flashberger
General Chairperson

Side Letter 4 – Seniority Ranking Off Prior Rights Zone



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

www.cn.ca

March 1, 2025

Mr. K. J. Flashberger
General Chairperson
SMART-TD
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, 2013, who bid and are assigned to positions outside of their prior right property (the WC, DWP, DMIR, WC (post DMIR/DWP and pre-EJE), for the purpose of awarding them to an assignment, the Trainman's train service date on their former property (limited to WC, DWP/DMIR, WC (post DMIR/DWP and pre-EJE) or EJE) 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.

Trainmen hired after January 1, 2013 will be considered System Trainmen without any prior rights and placed on the bottom of the system seniority roster. 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 Trainmen's birthday. (Example – Month and day. Seniority will be awarded with the earlier month and day being senior to later month and day.)

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

Yours truly,

T. Sullivan
Director - Labor Relations

I concur:

K. J. Flashberger
General Chairperson

Side Letter 5 – Regular Assignments



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

www.cn.ca

March 1, 2025

Mr. K. J. Flashberger
General Chairperson
SMART-TD
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 schedule 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 – e.g.: 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 an assignment is run extra for multiple days?

- A3. When extra assignments are called within a four (4) hour window either four (4) out of five (5) days or five (5) out of seven (7) days for similar type work, such assignment shall be bulletined as "Regular" for the next week's C.O.C. A similar type of work is defined as assignments that perform predominantly the same work, such as but not limited to yard switching for the majority of the shift or operating trains from the same terminal in the same direction.

- Q4. Does A3 include dog catch assignments that fit the same criteria?
- A4. No, however, if the 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. Are trains that have a TSP schedule, but that run only on demand considered as regular freight service for the purpose of this Article?
- A5. 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 –e.g.: “All Rail” ore trains.
 - “M” series trains that are activated for temporary detours.
 - “X” series extras.
 - “O” series on company service (work) trains.
- Q6. How will the 75% be calculated in a manner that is transparent and easily understood?
- A6. 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:

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

Percent Assigned 83.0%

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

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.

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

A7. 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 Wisconsin Rapids and travelling to Fond du Lac will be counted only at Wisconsin Rapids 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 recrewed at Stevens Point, the assignment will be counted at both locations. A northbound 'M' series train recrewed 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.

Q8. How are Guaranteed Extra Board assignments counted in determining the percentage of regular freight service?

A8. 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.

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

Yours truly,

T. Sullivan
Director - Labor Relations

I concur:

K. J. Flashberger
General Chairperson

Side Letter 6 – Equalization/Equity



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

www.cn.ca

March 1, 2025

Mr. K. J. Flashberger
General Chairperson
SMART-TD
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, EJE 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.

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 Trainman) 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,

T. Sullivan
Director - Labor Relations

I concur:

K. J. Flashberger
General Chairperson

Side Letter 7 – Out-of-Cycle Trainmen Due to Operational Requirements



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

www.cn.ca

March 1, 2025

Mr. K. J. Flashberger
General Chairperson
SMART-TD
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.

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-2, 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 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,

T. Sullivan
Director - Labor Relations

I concur:

K. J. Flashberger
General Chairperson

Side Letter 8 – Work/Rest Cycles



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

www.cn.ca

March 1, 2025

Mr. K. J. Flashberger
General Chairperson
SMART-TD
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 their rest is to commence, the Company may utilize such Trainman on a GEB position on their scheduled rest day and such Trainman shall be permitted to take their two (2) consecutive rest days (not less than forty-eight (48) consecutive hours) upon their 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 their 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 Trainmen 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 forty-eight (48) or seventy-two (72) hours off under the applicable provisions contained in this Agreement, and the rest period does not allow the employee to protect their 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 their next available call window. Should a Trainman not elect to exercise their option to observe the full forty-eight (48) or seventy-two (72) hour rest period for their assignment and voluntarily agrees to keep themselves in cycle, which would result in a rest period of less than forty-eight (48) or seventy-two (72) 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,

T. Sullivan
Director - Labor Relations

I concur:

K. J. Flashberger
General Chairperson

Tentative
Agreement

Side Letter 9 – Routine and Preventative Care



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

www.cn.ca

March 1, 2025

Mr. K. J. Flashberger
General Chairperson
SMART-TD
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.

Trainmen working under this Agreement shall be allowed unpaid scheduled day(s) off that are necessary to attend up to three (3) routine and preventive medical care visits per calendar year without being assessed any form of disciplinary citations or application of the attendance guidelines under the Company’s attendance policy; provided such exams are scheduled on Tuesday, Wednesday, or Thursday, excluding holidays, and the Company is provided with at least thirty (30) days advance notice. Documentation verifying that the exam took place may be required by the Company. (Attachment “F”)

The Company recognizes the desire of the Organization to continue to address the matter of achieving paid sick days for Trainmen. To that end, the Company agrees that the parties will continue to address the matter accordingly upon request of the Organization. Additionally, if any other Train and Enginemen labor organization on any of the Company’s U.S. properties reaches an agreement that provides paid sick days to employees, the Company will enter into negotiations with the Organization to provide paid sick days under similar negotiated terms.

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

Yours truly,

T. Sullivan
Director - Labor Relations

I concur:

K. J. Flashberger
General Chairperson

Side Letter 10 – Remote Control Operation (RCO)



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

www.cn.ca

March 1, 2025

Mr. K. J. Flashberger
General Chairperson
SMART-TD
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 \$40.00 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 an available qualified Trainman on the GEB, the junior 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 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,

T. Sullivan
Director - Labor Relations

I concur: _____
K. J. Flashberger
General Chairperson

Tentative Agreement

Side Letter 11 – Remote Control Operations at Kirk Yard



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

www.cn.ca

March 1, 2025

Mr. K. J. Flashberger
General Chairperson
SMART-TD
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 hereto confirm that the SMART-TD Trainmen will continue to work all RCO positions at the Kirk Yard hump with the caveat that should the BLET Agreements regarding this same transaction conflict with this longstanding practice, the issue of the assignment of forces to perform RCO operations at Kirk Yard hump will be arbitrated expeditiously pursuant to the dispute resolution procedures set forth in Article I, Section 11 of the New York Dock Conditions, recognizing that no more than two employees in total, will be used in RCO operations.

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

Yours truly,

T. Sullivan
Director - Labor Relations

I concur:

K. J. Flashberger
General Chairperson

Side Letter 12 – Passport Reimbursement



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

www.cn.ca

March 1, 2025

Mr. K. J. Flashberger
General Chairperson
SMART-TD
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 the effective date of this Agreement 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 is being submitted for reimbursement.

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

Yours truly,

T. Sullivan
Director - Labor Relations

I concur:

K. J. Flashberger
General Chairperson

Side Letter 13 – Supplies



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

www.cn.ca

March 1, 2025

Mr. K. J. Flashberger
General Chairperson
SMART-TD
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 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, each Trainman shall, upon request, receive one (1) pair per year as part of the Company's Shoe Program, as may be amended.

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

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

Yours truly,

T. Sullivan
Director - Labor Relations

I concur:

K. J. Flashberger
General Chairperson

Side Letter 14 – On-the-Job Trainer (OJT)



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

www.cn.ca

March 1, 2025

Mr. K. J. Flashberger
General Chairperson
SMART-TD
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 agree that the following will apply in connection with the On-the-Job Trainer (OJT) position(s).

The Organization will provide a list of candidates from which the Company will choose an individual(s) to fill the OJT position(s) at the respective locations where the Company determines an OJT position(s) is required.

An OJT will be paid a Basic Day at the applicable straight time rate. In addition, the OJT will be paid the applicable holiday rate of pay, if worked, on one of the general holidays, as listed in Article 20, Paragraph A.

In lieu of Company provided transportation, an OJT required to use their personal automobile to perform their duties shall be reimbursed for the necessary costs of transportation, which shall be equal to the IRS mileage allowance currently in effect.

In addition, if the Company requires an OJT to travel away from their respective regular on-duty point, lodging will be provided, and the OJT will be compensated a daily meal and incidental per diem equal to the GSA (CONUS) M&IE per diem rate currently in effect.

The OJT will work in conjunction with the Company's representative who is responsible for training new hire Trainmen as well as the development implementation of the Company's New Hire Training Program.

Should any questions or concerns arise regarding the OJT position that are not covered herein, the General Manager and General Chairman shall meet in order to resolve.

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

Yours truly,

T. Sullivan
Director - Labor Relations

I concur:

K. J. Flashberger
General Chairperson

Side Letter 15 – New-Hire Trainees



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

www.cn.ca

March 1, 2025

Mr. K. J. Flashberger
General Chairperson
SMART-TD
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.

New-Hire Trainees will be paid as described in Article 5, Paragraph D of this Agreement. New-Hire Trainees will also be covered by the terms and conditions of Article 17 of this Agreement.

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

Yours truly,

T. Sullivan
Director - Labor Relations

I concur:

K. J. Flashberger
General Chairperson

Tentative Agreement

Side Letter 16 – Hours of Service



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

www.cn.ca

March 1, 2025

Mr. K. J. Flashberger
General Chairperson
SMART-TD
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 by 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.

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

Yours truly,

T. Sullivan
Director - Labor Relations

I concur:

K. J. Flashberger
General Chairperson

Side Letter 17 – Chicago Implementing Agreement



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

www.cn.ca

March 1, 2025

Mr. K. J. Flashberger
General Chairperson
SMART-TD
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 SMART-TD 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 SMART-TD Chicago Terminal Merger Implementing Agreement, the SMART-TD Chicago Terminal Merger Implementing Agreement will apply.

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

Yours truly,

T. Sullivan
Director - Labor Relations

I concur:

K. J. Flashberger
General Chairperson

Side Letter 18 – Claims Settlement



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

www.cn.ca

March 1, 2025

Mr. K. J. Flashberger
General Chairperson
SMART-TD
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.

All outstanding claims and grievances based on an occurrence prior to the effective date of this Agreement, with the exception of those involving disciplinary action, are considered resolved without precedent or prejudice to the position of either party. Settlement of these claims and grievances will not be cited by either party in any future case, nor will it be used by either party to allege that the other has agreed to a particular practice.

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

Yours truly,

T. Sullivan
Director - Labor Relations

I concur:

K. J. Flashberger
General Chairperson

Side Letter 19 – Implementation



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

www.cn.ca

March 1, 2025

Mr. K. J. Flashberger
General Chairperson
SMART-TD
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 agree that all additional personal leave days accumulated as a result of this Agreement will be added and made available within thirty (30) days of the effective date of this Agreement.

The parties agree that all additional single days of vacation accumulated as a result of this Agreement will be added and made available within thirty (30) days of the effective date of this Agreement. It is further agreed that for the calendar year 2025, a Trainman with two (2) weeks or less that has already elected to take both weeks on a single day basis will only have one (1) additional single day of vacation added and made available to them. Trainmen with three (3) or more weeks that have already elected to take two (2) weeks on a single day basis will have two (2) additional single days of vacation added and made available to them. Starting with the calendar year 2026 and thereafter, the terms and conditions of Article 21, Section 3 will apply.

The parties further acknowledge that items requiring programing changes such as but not limited to CATS, Standing Bid, away-from-home terminal calling procedures and practices, and adjustments to Seniority Districts shall be implemented within ninety (90) days of the effective date of this Agreement.

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

Yours truly,

T. Sullivan
Director - Labor Relations

I concur:

K. J. Flashberger
General Chairperson

Side Letter 20 – Executive Approval



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

www.cn.ca

March 1, 2025

Mr. K. J. Flashberger
General Chairperson
SMART-TD
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 recognize that this Agreement is subject to final review and approval by the Executive Officers of each respective party.

If approval is granted by the Executive Officers of each respective party, the Union agrees to conclude the ratification process in connection with this Agreement not later than February 24, 2025. 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,

T. Sullivan
Director - Labor Relations

I concur:

K. J. Flashberger
General Chairperson

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 the 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 28 or 120-day cycle

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

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

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

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. Trainman who are off on an extended absence of unknown duration shall not have their permanent card automatically rolled over nor be awarded an assignment by the Company at the P-C.O.C. and upon their return will be subject to the provisions outlined in Section 2 Paragraph D.
- C. Absences in excess of 28 days will be filled by the P-C.O.C. and absences of 28 days or less will be filled by T-C.O.C. as per the terms and conditions contained herein.
- D. 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 into 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.

- E. 1. Trainmen will be permitted to insert new assignments into their P-C.O.C. Form weekly between 06:00 Monday to 23:59 Friday.
2. The last week (Monday to Friday) of each 28 or 120-day period Trainmen will be permitted to submit changes to their P-C.O.C. Form. Changes may be submitted between 06:00 Monday to 2359 Friday during the last week in each 28 or 120-day period.
- F. For both Permanent and Temporary C.O.C., changes may be made by phone when unable to be made by computer, such as a 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.

The previous board change card will remain in effect.

- G. 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 period provided in Section 1 Paragraph C.2, herein.

Abolishment of Assignments

H. 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:

1. For the remainder of the week is afforded a guarantee payment of a Basic Days' 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.
2. 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

I. 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:

- (a) The employee is available, and
- (b) The position is subject to call at the home terminal.

2. The following procedures will apply when a Trainman is awarded a new assignment with a call window that's overall, twelve (12) hour protection spans 0001 Monday, and the Trainman is rested and available for any portion of it after the change goes into effect at 0001, the Trainman is expected to protect the remaining porting and will be paid the day if not used.

Example – A Trainman is awarded Assignment X with a call window from 1959 to 2359 at Change of Card. The Trainman is rested at 0300 on Monday after the 0001-job change, they

are expected to protect 0300 until 0759 and will be paid if not used. If not used, the Trainman will still be considered “placed” and will also protect the out-of-cycle four (4) hour window the next day.

If the Trainman is not rested for any portion of the new assignment’s twelve (12) hour outbound window, then the Trainman will not be considered “placed” and no pay will be afforded. Likewise, the Trainman will not be expected to protect out-of-cycle the next day.

3. 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. Trainmen who move from one GEB position to another GEB position at the P-C.O.C. will not be subject to call prior to 0601 for an 0801 start.
- B. When it is known at least 48 hours prior to a C.O.C. (Change of Card) day that a 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 a 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 Article 11, Paragraph F.
- 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 in the Seniority District who is occupying a GEB that is defined as having a surplus number of employees and is nearest via highway miles to the location where the vacancy exists.
- F. 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 who 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 is 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 of 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 regard to Note 2, once a crew (Trainman and Engineer) is working as a unit can they be split up?
- Answer 1: No.
- Question 2: Once a crew (Conductor and Engineer) are on duty and working as a unit, can the Company elect to tie the Engineer up and redirect the Conductor to a different assignment or position?
- Answer 2: No.
- Question 3: In regard to Note 3, can a Company officer be used temporarily to fill a vacancy if the provisions of Article 11-D, 1-5 have been exhausted?
- Answer 3: Yes, however, every effort shall be made to call a Trainman to meet the train enroute to relieve the Company Officer substituting for a Trainman. Additionally, a Company Officer may not be used to temporarily fill a vacancy if there are Trainmen in furlough status.
- Question 4: May the Company utilize Trainmen in furlough status to fill a vacancy if the provisions of Article 11-D, 1-7 have been exhausted?
- Answer 4: Yes, in accordance with Article 7, Section 3-A.
- Question 5: May an individual, other than a Trainman, be utilized to fill a vacancy if the provisions of Article 11 D, 1-5 have been exhausted?
- Answer 5: Yes, however, this shall not result in regular practice and the Company must continue to hire Trainmen in order to avoid this practice.
- Question 6: 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 Trainman?
- Answer 6: Yes, however, this practice shall be limited to this assignment and the Company may assign a Trainman to this position. Additionally, if a new crew is called due to the HOS, the recrew must include a Trainman.
- Question 7: 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 Trainman?
- Answer 7: Yes, however, this practice shall be limited to this assignment and the Company may assign a Trainman or Utilityman to this position.
- Question 8: Can a Trainman who is not assigned to a Utility position operate a Company vehicle?
- Answer 8: Yes, but strictly for the purpose of transporting themselves and their crew between on and off duty locations, worksites, and crew change points, as well as expediting switching operations in connection with their assignment.

ARTICLE 7 – SENIORITY

Section 7, Paragraph A

Question 9: How will assignments be allocated for those Trainmen who possess prior rights?

Answer 9: As in the past, allocation shall be handled between the Local Chairperson and Superintendent.

Section 7, Paragraph C

Question 10: Can a Trainman bid from one seniority district to another?

Answer 10: Yes, provided there is a need for additional Trainmen as advertised by the position vacancy listing. Voluntary furloughed trainmen are eligible to submit a bid for any listed position vacancy. Positions will be awarded based on Trainman's system seniority.

Question 11: Can a Trainman be forced to work outside of their seniority district?

Answer 11: No, the Company cannot force a Trainman to work outside of their seniority district.

Question 12: Can a Trainman be forced from one home terminal to another within their seniority district?

Answer 12: Yes.

ARTICLE 8 – JOB VACANCIES AND BIDDING

Section 1

Question 13: How shall assignments/positions be allocated every 28-day or 120-day P-C.O.C period?

Answer 13: Necessary allocation of regular assignments and GEB positions shall be handled between the Local Chairperson and the Superintendent the last two (2) weeks of the current 28-day or 120-day P-C.O.C. period.

Example: Number of regular assignments and GEB positions, start times, rest day(s), etc.

Question 14: May a relief assignment be established which results in less than 48 hours off for the rest period?

Answer 14: 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 0700 hours on Monday.

Question 15: In regard to Note 1, what is a regular assignment?

Answer 15: A regular assignment is a position that has a designated start time or a call window. Regular assignments with a designated start time shall have the same start time throughout the workweek unless listed as a relief assignment or call window on the latest P-C.O.C.

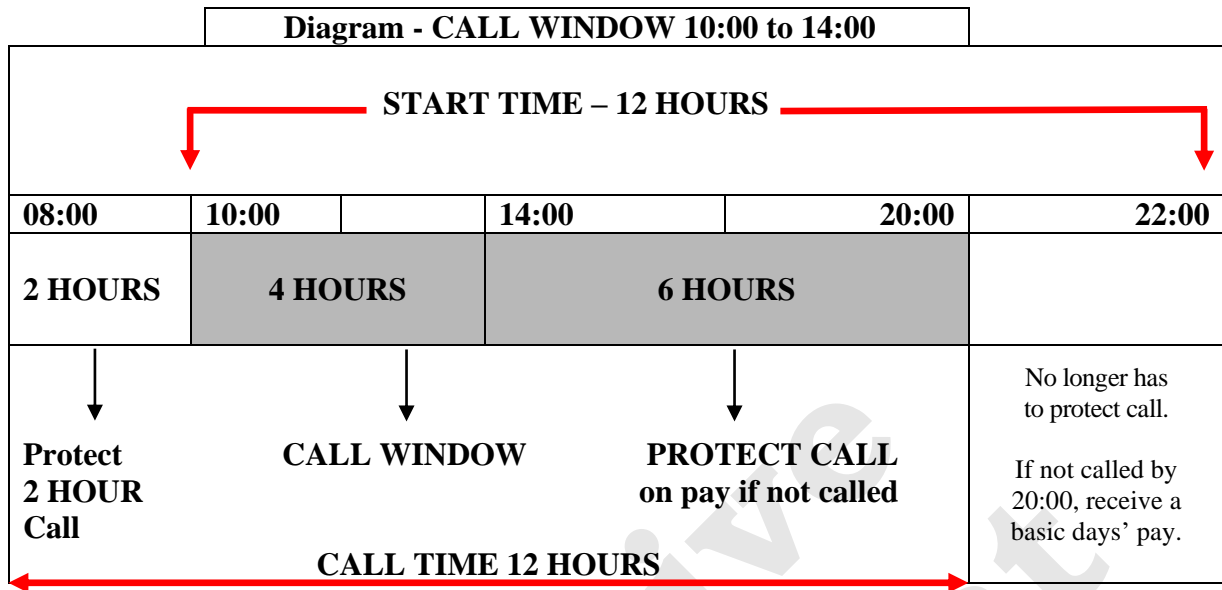
Question 16: Can the Company call a Trainman prior to the expiration of the bulletined 48 or 72-hour rest period?

Answer 16: No. The Company cannot call a Trainman for duty prior to the 48th or 72nd hour unless the trainman opts to protect the next advertised spread time.

Note: A Trainman electing this option to protect the next advertised spread time shall notify Crew Management in the proper form prior to or upon tie-up on the last day of their regularly assigned work week.

Question 17: How shall the call window be applied?

Answer 17: 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 18: What time does Trainman A go on pay?

Answer 18: For pay purposes only, Trainman A goes on pay at 14:00.

Question 19: How long does the Trainman have to remain available after the end of their call window to protect a call?

Answer 19: The Trainman is on pay at 14:00 and must 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 20: If the Trainman is not called by 20:00 for a 22:00 start, how much shall they be compensated for that day?

Answer 20: The Trainman shall be compensated a basic day.

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

Question 21: What time does Trainman A go on pay?

Answer 21: 10:00

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

Question 22: What time does Trainman A go on pay?

Answer 22: 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 23: 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 23: 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 24: Is it possible for a window assignment to have less than 48 or 72 consecutive hours off for their scheduled rest days?

Answer 24: Yes, at the option of the Trainman in order to protect their next advertised spread time.

Question 25: Pursuant to the provisions of Article 4, what defines the duties of the Utilityman position?

Answer 25: 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 Car Dept forces 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.
- (f) Drive Company vehicles for the purpose of assisting trains and transporting crews.

Question 26: May a Utility Trainman assist any crew operating within terminal limits?

Answer 26: 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 27: 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 27: 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 they do 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 they shall be considered a regular member of the crew, and no longer be required to fulfill the duties of Utility Trainman.

Question 28: May a Utility Trainman be required to work with a Hostler assignment?

Answer 28: Yes.

Question 29: May a Utility Trainman be required to assist a train on the main track or an assignment at an outlying location during the same shift?

Answer 29: Yes, in accordance with Agreement provision(s), however, Utility positions shall tie up at their regular on/off duty point of their assignment.

ARTICLE 9 – ANNULMENT OF ASSIGNMENTS

Question 30: Will every assignment receive a 24-hour notice if annulled on a holiday?

Answer 30: Every assignment as near as possible shall receive 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 31: For the purpose of this Article only, is the GEB considered an "assignment"?

Answer 31: Yes.

ARTICLE 10 – ABOLISHMENT AND DISPLACEMENT

Paragraph C

Question 32: Can the start time of a regular assignment be adjusted one hour forward, or one hour back, on a tour of duty basis, without triggering the provisions of Article 10-C?

Answer 32: Yes.

ARTICLE 11 – GUARANTEED EXTRA BOARD (GEB)

Paragraph D

Question 33: Can an away from home terminal Trainman be used at that terminal to perform work when a GEB Trainman at that terminal is available, then deadhead to their home terminal?

Answer 33: No, it shall be filled in accordance with Article 11-D 1-3.

Question 34: 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 34: Yes.

Paragraph E

Question 35: If a Trainman misses a call on the GEB, are they considered in lay-off status for the twelve (12) hours they are held off the working board?

Answer 35: Yes, subject to the provisions of Article 11 E-2.

Question 36: Can a GEB Trainman in lay-off status be considered as missing a call while on such status?

Answer 36: No, however, such Trainman shall have their GEB bi-weekly rate offset by 1/9th.

Paragraph F

Question 37: How will a work week for the GEB be defined?

Answer 37: 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 38: In the application of Article 11-L, “Work-Train” and “Hold-Down”, shall the provisions of Article 17 apply?

Answer 38: Yes.

Question 39: How will the times for deadheading and board placement be determined?

Answer 39: 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 40: Will Trainmen be required to attend rules or instruction classes on their rest day?

Answer 40: 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 their rest day, the Trainman will have the option to be compensated at the overtime rate or, upon returning to their home terminal observing forty-eight (48) hours off.

Question 41: Will Trainmen be afforded a schedule of time(s) and date(s) prior to rules and instruction classes in order to properly prepare?

Answer 41: Yes.

ARTICLE 14 – ON AND OFF DUTY POINTS

Paragraph A

Question 42: Can a Trainman have more than one off-duty point at an away-from-home terminal?

Answer 42: 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 A

Question 43: Can the Company give a Trainman less than a two (2) hour call?

Answer 43: No. Example: A Trainman called at 1420 hours for a 1615 start will show at 1620 hours.

Question 44: Can the Company give a Trainman more than a two (2) hour call?

Answer 44: Yes. The two (2) hour call is the minimum. Nothing prevents the Company from calling more than two (2) hours in advance of the start time. As long as it does not interfere with mandatory undisturbed rest.

Section 1, Paragraph B

Question 45: Will Trainmen be allowed to designate an alternative phone number(s) in addition to their primary phone number for calling purposes?

Answer 45: Yes, but not to exceed three (3) phone number(s).

Section 5, Paragraph B

Question 46: What Trainman can mark to the Available Board?

Answer 46: Trainmen who lay off for any reason and are responsible for getting themselves out-of-cycle may mark to the Available Board.

Question 47: Is a Trainman who is responsible for getting themselves out of cycle required to mark to the Available Board?

Answer 47: No, however, the Company may call such Trainman if the needs of service dictate. Failure to accept such a call will not constitute a missed call and shall not be subject to discipline.

Question 48: Is the Company obligated to use Trainmen marked to the Available Board?

Answer 48: Yes, as per the language contained in Article 11, Paragraph D.

Question 49: In what order will Trainmen be placed to the Available Board?

Answer 49: 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 50: How long will Trainmen who are marked to the Available Board be required to protect service?

Answer 50: 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 51: Will Trainmen who mark to the Available Board be paid a Basic Day when they are not used?

Answer 51: No.

ARTICLE 20 – HOLIDAYS

Paragraph B

Question 52: Does a contractually paid day utilized before or after a holiday satisfy the availability requirement?

Answer 52: Yes, paid days such as PLDs or vacation satisfies the requirement.

Question 53: Do assigned rest days count towards the qualification of holiday pay?

Answer 53: Yes, as long as the Trainman has fulfilled the requirements of the assignment.

ARTICLE 21 – VACATION

Section 2

Question 54: Will existing prior right vacation entitlements be preserved?

Answer 54: Yes, administering vacations shall be handled between representatives of the Company and the SMART-TD Local Chairperson.

Question 55: For scheduling purposes, will Trainmen be allowed to take an unpaid day(s) or PLD(s) consecutive with their vacation week(s)?

Answer 55: Yes, upon request, Trainman shall be granted an unpaid day or PLD in order to be in position to start their vacation on Monday of the vacation week.

Question 56: Will the granted unpaid day(s) taken by a Trainman consecutive with their vacation week(s) in relation to Q&A 60, violate the Company's attendance policy?

Answer 56: No.

ARTICLE 22 – BENEFITS

Section 7

Question 57: Will the employee be responsible for any contributions outside the normal process of enrollment?

Answer 57: No, the program is self-sufficient and maintains itself through employee contributions.

ATTACHMENT “C” – SURPLUS REDUCTION ORDER

Step 1: Offer Voluntary Leave of Absence Without Pay (VLWOP) Within the District

- The Company shall bulletin the VLWOP positions consistent with the provisions provided in Attachment “A”–Standing Bid. Such positions will be awarded in seniority order at the District listed on the bulletin.
- Trainmen awarded these positions, and who do not have sufficient work days in a month to qualify for H&W benefits, shall be considered as having “qualified” for H&W benefits in the subsequent month. Trainmen will continue to be responsible for the Employees’ Monthly Contribution to the H&W Plan for each month on voluntary leave of absence and in which the employee did not receive sufficient pay to cover the employee’s monthly contribution amount. When the employee returns from a VLWOP any monthly contribution amount owed will be taken from the employee’s earnings.
- Trainmen awarded a VLWOP position shall have each day on which they would have normally been assigned work, or on which they would have provided GEB protection, counted as one (1) basic day (ten (10) hours) towards their vacation qualification requirements as defined in Article 21, Section 9–Vacation credits.

If insufficient bidder(s), move to Step 2.

Step 2: Offer 8-Day Reserve Assignments Within the District

8-Day Reserve Board

- The 8-day reserve assignment will be bulletined to coincide with the 28-day bid period or 28-day portion of any triannual bid if the parties mutually agree to move to such a bid cycle. The Company shall issue notice to Trainmen at the location where the 8-day reserve assignment is to be implemented and the date such assignment shall be available. Trainmen may bid an 8-day reserve assignment at their discretion. 8-day reserve assignments will be awarded to Trainmen who bid them in seniority order.
- Trainmen who have elected 8-day reserve status must be available for a maximum of four (4) workdays per fourteen (14) day pay period. The Company shall determine the actual workdays on which the employees must be available for call and will notify each Trainman of the days to be protected at the time when they bid and are awarded the assignment and prior to the beginning of the 28-day period.
- Trainmen who remain available for duty for any of the eight (8) days scheduled by the Company will be paid earnings made during those days but not less than the monetary equivalent of one (1) basic day (10 hours) for each day the employee is required to be available and is available during the pay period.
- Each day a Trainman works or protects service while assigned to the 8-day reserve assignment shall count as two and one-half (2.5) days or twenty-five (25) hours of vacation qualification requirements as defined in Article 21, Section 9 – Vacation credits.
- Each of the scheduled days a Trainman performs service or is available for service but not used shall count towards the employee’s monthly eligibility requirement for coverage under the National Health and Welfare benefit plans. A Trainman who does not perform service and who is not available for service on any of the eight reserve days will not have qualifying service days for purposes of health and welfare benefits qualification on those missed workdays. Not meeting the monthly minimum workday requirement (currently seven (7) days) will disqualify the Trainman for National Health and Welfare benefits in the next month. The 8-day reserve Trainman may use available paid leave time to cover pay for any absences and preserve qualification for H&W benefit coverage.

- Trainmen on the 8-day reserve assignment will protect any vacancy or extra assignment that falls within the Scope of this Agreement for which they are qualified or provided a pilot for (subject to operational needs) behind the GEB, once the GEB is exhausted (Article 11-D). Such service shall also include attendance at training and/or examinations as directed by the Company and to which the Trainman otherwise would be subject to. During the Trainman's 2-day protection period, protection times will be consistent with the provisions of Article 11, Paragraph A-2.
- When a Trainman on the reserve 8-day reserve assignment is used on the first day of their 2-day protection period for an assignment that ties up at their home terminal, the second day assignment availability will be restricted to only an assignment that ties up at their home terminal without reduction in H&W or vacation qualifications. The Trainman may, however, agree to accept a two-day assignment on the second day of availability, in which case the Trainman will receive pay, H&W benefit qualification credit and vacation qualification credit for the two days worked.

Availability on the second day of the 2-day availability period if single day paid leave (e.g., PLD, single day vacation) used on first day of 2-day availability period.

- If assigned local service on the second day of availability, the day is treated as a workday for pay, H&W benefit qualification credit and vacation qualification credit and the 2-day work period is completed.
- If not offered a local or 2-day assignment, the Trainman protected the day, and the day qualifies for pay, H&W benefit qualification credit and vacation qualification credit.
- If offered a 2-day assignment, and the Trainman accepts the assignment, the Trainman will receive pay, H&W benefit qualification credit and vacation qualification credit for the two days worked.
- If offered a 2-day assignment, and the Trainman declines the assignment, the day does not qualify for pay, H&W benefit qualification credit and vacation qualification credit unless the Trainman chooses to use available paid time off to cover pay for the work day.

Availability on the second day of the 2-day availability period if absent from work (e.g., mark off for sickness, personal business, FMLA, etc.) on the first day of availability/first day of 2-day period.

- If assigned local service on the second day of availability, the day is treated as a workday for pay, H&W benefit qualification credit and vacation qualification credit and the 2-day work period is completed.
- If not offered a local or 2-day assignment, the Trainman protected the day, and the day qualifies for pay, H&W benefit qualification credit and vacation qualification credit and the 2-day work period is completed.
- If offered a 2-day assignment, and the Trainman accepts the assignment, the Trainman will receive pay, H&W benefit qualification credit and vacation qualification credit for the two days worked and the work period is completed.
- If offered a 2-day assignment, and the Trainman declines the assignment, the 2-day work period is completed. The second day of availability does not qualify for pay, H&W benefit qualification credit and vacation qualification credit unless the Trainman chooses to use available paid time off to cover pay for the work day.

If insufficient bidder(s) for 8-day reserve assignments, move to Step 3.

Step 3:

The junior Trainman in the District must either exercise and exhaust seniority within their current District or accept an 8-day reserve assignment at the District level with H&W Benefits and vacation qualification credit protected according to detailed 8-day reserve assignment language of Step 2 above.

If unable to displace a junior Trainman within the District, and the Trainman does not want to accept an 8-Day reserve assignment at the District level, the Trainman may exercise System seniority to displace the most junior Trainman on the WC System (see **Attachment “D”**). A Trainman exercising a System bump of the most junior Trainman on the System will have established seniority within the District they bumped into. If the Trainman does not accept the 8-day reserve assignment at the District and does not elect to displace the most junior Trainman on the System, the Trainman will be considered as “furloughed” from working as a Trainman. Move to Step 4 at the Trainman’s discretion.

Step 4:

Revert to Step 1 (VLWOP) with H&W Benefit protection (and employee responsibility for monthly contribution) but with no vacation qualification credit. This option is only available at the Company’s discretion. If the Company needs to permanently reduce the overall number of Trainmen on the WC System, Step 4 will not be made available and Trainmen will be placed in “Layoff or Furlough” status as described in Article 7, Section 3, of the Trainman’s CBA.

Any Trainman in Step 3 or Step 4 status may, at any time, bid on “open” Trainman positions in another District.

Tentative Agreement

ATTACHMENT “D” – LIMITED SYSTEM SENIORITY DISPLACEMENT

Section A: Limited System Seniority Displacement Procedure

An employee who has been forced to an 8–Day Board assignment has an option to displace the most junior employee on the system, provided the employee exercising the displacement option is senior to most junior employee. This displacement option is referred to as Limited System Seniority Displacement. When Limited System Seniority Displacement options are being offered, the Company will furnish to employees facing a forced 8–Day Board assignment a list of the work locations of the junior most employees on the system. This list of locations will be equal in number to the number of employees that are facing a forced 8–Day Board assignment, provided such employees facing forced assignment have sufficient seniority to displace on the system. This list of locations will be reduced by the number of employees who have elected to accept either an 8–Day Board assignment or layoff rather than exercise a Limited System Seniority Displacement.

Employees opting for Limited System Seniority Displacement must list all work locations they are willing to transfer to in order of preference. However, employees may limit their willingness to displace only to a given location or locations among the listed locations. Preferences and sequencing of location preferences once submitted by the employee shall not be changed.

Displacement awards will be made on the basis of seniority with the most senior employee being awarded their first choice. Employees unable to displace to any of their chosen location preferences will be placed on layoff.

Section B: Limited System Seniority Displacement Examples

- Ex. 1 Employee based at Kirk Yard forced into an 8–Day Board assignment. The forced employee is the most junior employee on the system. The employee must either take the 8–Day Board assignment or elect layoff.
- Ex. 2 Employee based at Kirk Yard forced into an 8–Day Board assignment. The forced employee is not the most junior employee on the system. The most junior employee on the system is based at Green Bay. The forced employee must either displace the junior full time Green Bay employee or take the 8–Day Board assignment at Kirk. If the forced employee displaces the Green Bay employee, the Green Bay employee is then laid off.
- Ex. 3 Three (3) employees based at Kirk are forced into an 8–Day Board assignment. The forced employees are made up of the most junior employee on the system, the 25th most senior employee on the system and the 27th most senior employee on the system. Since the most junior employee cannot displace on the system, they must either take the 8–Day Board assignment at Kirk or elect layoff. The two remaining forced employees are eligible for a system displacement option. The workplace locations of the 2 most junior employees on the system are Green Bay and Proctor. Both forced employees elect system displacement. The 25th most senior employee lists displacement preference order as Green Bay (first choice) and Proctor (second choice). The 27th most senior employee elects the same displacement preferences and order. The 25th most senior employee, being the more senior employee, is awarded their first displacement preference, which is Green Bay. The 27th most senior employee is then awarded their remaining displacement preference after Green Bay was removed from available displacement locations, which is Proctor. The junior employees at Green Bay and Proctor are laid off.
- Ex. 4 Three (3) employees based at Kirk are forced into an 8–Day Board assignment. All 3 forced employees are more senior than the 3 most junior employees on the system and are all therefore eligible for a system displacement option. The forced employees are the 5th most senior employee on the system, the 17th most senior employee on the system and the 19th most senior employee on the system. The workplace locations of the 3 most junior employees on the system are Green Bay, Proctor, and Stevens Point. All 3 forced employees elect system displacement. The 5th most senior employee lists displacement preference order as Green Bay (first choice), Proctor (second choice) and Stevens Point (third choice). The 17th

most senior employee elects only Green Bay as their displacement preference option. The 19th most senior employee lists displacement preference order as Green Bay (first choice), Proctor (second choice) and Stevens Point (third choice). The 5th most senior employee, being the more senior employee, is awarded their first displacement preference, which is Green Bay. The 17th most senior employee is not awarded a system displacement, because their location preference, Green Bay, is no longer a displacement location option. This employee can then elect to either take the 8-Day Board assignment at Kirk or elect layoff. The 19th most senior is then awarded their remaining displacement preference after Green Bay was removed from available displacement locations, which is Proctor (the employee's second displacement location preference). The junior employees at Green Bay and Proctor are then laid off.

Tentative
Agreement

ATTACHMENT “E” – RETENTION BOARDS

At any time, the Company will have the option of creating a Retention Board at any Home Terminal(s) they designate. The purpose of such a Board(s) is to allow the Carrier to temporarily reduce the Trainman workforce at locations on a voluntary and as needed basis, without displacing, furloughing, or setting back any Trainmen. The following provisions apply:

1. No Trainmen can be forced to a Retention Board.
2. The Company is required to bulletin any Retention Board position(s) to all Trainmen at the Home Terminal(s) they designate in the same manner as they do any new assignments. The bulletin must reflect that the Retention Board period is either 14 or 28 days.
3. Trainmen who are not currently assigned to the designated Home Terminal(s) will not be allowed to bid these positions.
4. The most senior Trainmen in the Home Terminal who submitted a bid for the Retention Board will be awarded the Retention Board position(s) at the expiration of the bid.
5. 14-day vacancies created by the Retention Board shall be filled via Attachment “A” - Temporary Change of Card. Twenty-eight-day vacancies created by the Retention Board shall be filled via Attachment “A” - Permanent Change of Card until the return of the Trainmen.

The Trainmen who are awarded the Retention Board position(s) will hold the Retention Board for a period of 14 or 28 days. During this 14 or 28-day period, the Trainmen awarded the Retention Board will not be subject to call or required to work. They will be compensated 50% of the current GEB guarantee amount during this period. They will not forfeit any Company benefits during this period. In addition, they will be credited for vacation and PLD allotments during this period in the same manner as if they were available on a GEB, without penalty.

When the Trainmen returns from the Retention Board, they will be placed back to their previous Home Terminal via the standing bid process. In the event the Trainmen missed a position vacancy opportunity for a different Home Terminal while on the Retention Board, they will not be allowed to exercise their seniority to the Home Terminal where the vacancy existed upon their return.

Note 1: Retention Board positions will be advertised and awarded consistent with the terms and conditions of Attachment “A”.

Note 2: A Trainman who has been awarded the position will be obligated to hold the position until it expires (14 or 28 days).

Attachment "F"



PUBLIC LAW NO. 117-216

effective

December 2, 2022

**Between Railroads Represented by the National
Carriers' Conference Committee**

and

**Operating Craft Employees of Such Railroads
Represented by the Transportation Division of
The International Association of Sheet Metal,
Air, Rail and Transportation Workers Union**

(SMART-TD)

NCCC-SMART-TD
IMPLEMENTATION OF
PUBLIC LAW 117-216

The attached document includes the most recent tentative agreements and side letters between the carriers represented by the National Carriers' Conference Committee (NCCC) and the International Association of Sheet Metal, Air, Rail and Transportation Workers (SMART-TD), as referenced in Public Law 117-216 (December 2, 2022), which provides in relevant part that:

the most recent tentative agreements, side letters, and local carrier agreements entered into by the covered parties that have not been ratified before the date of this joint resolution (including tentative agreements, side letters, and local carrier agreements that have failed ratification) shall be binding on such covered parties to such unresolved disputes, and shall have the same effect as though arrived at by agreement of such covered parties under the Railway Labor Act (45 U.S.C. 151 et seq.).

Jeremy R Ferguson

President, SMART-TD

Bruce M. Branson

Chairman, NCCC

MEDIATION AGREEMENT

THIS AGREEMENT, made this ___ day of _____ 2022 by and between the participating carriers listed in Exhibit A attached hereto and made a part hereof, and represented by the National Carriers’ Conference Committee, and the employees of such carriers shown thereon and represented by the International Association of Sheet Metal, Air, Rail and Transportation Workers, Transportation Division (“SMART-TD”) witnesseth:

IT IS HEREBY AGREED:

ARTICLE I – WAGES

Section 1 - First General Wage Increase (for other than Dining Car Stewards)

(a) Effective July 1, 2020, all standard basic daily rates of pay for employees represented by SMART-TD in effect on June 30, 2020 shall be increased by three (3) percent.

(b) In computing the increase for enginemen under paragraph (a) above, three (3) percent shall be applied to the standard basic daily rates of pay applicable in the following weight-on-drivers brackets, and the amounts so produced shall be added to each standard basic daily rate of pay:

- Passenger - 600,000 and less than 650,000 pounds
- Freight - 950,000 and less than 1,000,000 pounds
(through freight rates)
- Yard Engineers - Less than 500,000 pounds
- Yard Firemen - Less than 500,000 pounds
(separate computation covering five- day rates and other than five-day rates)

Section 2 - Second General Wage Increase (for other than Dining Car Stewards)

Effective July 1, 2021, all standard basic daily rates of pay for employees represented by SMART-TD in effect on June 30, 2021 shall be increased by three-and-a-half (3.5) percent, computed and applied in the same manner prescribed in Section 1(b) above.

Section 3 - Third General Wage Increase

(for other than Dining Car Stewards)

Effective July 1, 2022, all standard basic daily rates of pay in effect on June 30, 2022 for employees represented by SMAR-TD shall be increased by seven (7) percent, computed and applied in the same manner prescribed in Section 1(b) above.

Section 4 - Fourth General Wage Increase

(for other than Dining Car Stewards)

Effective July 1, 2023, all standard basic daily rates of pay in effect on June 30, 2023 for employees represented by SMART-TD shall be increased by four (4) percent, computed and applied in the same manner prescribed in Section 1(b) above.

Section 5 - Fifth General Wage Increase

(for other than Dining Car Stewards)

Effective July 1, 2024, all standard basic daily rates of pay in effect on June 30, 2024 for employees represented by SMART-TD shall be increased by four-and-one-half (4.5) percent, computed and applied in the same manner prescribed in Section 1(b) above.

Section 6 – Standard Rates

The standard basic daily rates of pay produced by application of the increases provided for in this Article set forth in Appendix 1, which is part of this Agreement.

Section 7 – Application of Wage Increases

(a) The adjustments provided for in this Article will not apply to duplicate time payments, including arbitraries and special allowances that are expressed in time, miles or fixed amounts of money, but will apply to mileage rates of pay for miles run in excess of the number of miles comprising a basic day.

(b) In engine service and in train and yard ground service, miscellaneous rates based upon hourly or daily rates of pay, as provided in the schedule or wage agreements, shall be adjusted in the same manner as heretofore increased under previous wage agreements.

(c) In determining new hourly rates, fractions of a cent will be disposed of by applying the next higher quarter of a cent.

(d) Daily earnings minima shall be changed by the amount of the respective daily adjustments.

(e) Standard monthly rates and money monthly guarantees applicable in passenger train service shall be thirty times the new standard daily rates. Other than standard monthly rates

and money monthly guarantees shall be so adjusted that money differential existing as of June 30, 2020 shall be preserved.

(f) Existing monthly rates and money monthly guarantees applicable in train service other than passenger will be changed in the same proportion as the daily rate for the class of service involved is adjusted.

(g) Existing money differential above existing standard daily rates shall be maintained.

(h) In local freight service, the same differential in excess of through freight rates shall be maintained.

(i) The existing differential of \$6.00 per basic day in passenger, freight, and yard service, and 6¢ per mile for miles in excess of the number of miles encompassed in the basic day, currently payable to engineers working without firemen, shall be maintained and applied in the same manner as the local freight differential.

(j) In computing the first increase in rates of pay effective under Section 1 for engineers, firemen, conductors, brakemen and flagmen employed in local freight service, or on road switchers, roustabout runs, mine runs, or in other miscellaneous service, on runs of miles equal to or less than the number comprising a basic day, which are therefore paid on a daily basis without a mileage component, whose rates had been increased by “an additional \$.40” effective July 1, 1968, the three (3) percent increase shall be applied to daily rates in effect on the day preceding the effective date of the general wage increase provided for in Section 1, exclusive of car scale additives, local freight differentials, and any other money differential above existing standard daily rates. For firemen, the rates applicable in the weight-on-drivers bracket 950,000 and less than 1,000,000 pounds shall be utilized in computing the amount of increase. The same procedure shall be followed in computing the increases effective July 1, 2021, July 1, 2022, July 1, 2023, and July 1, 2024. The rates produced by application of the standard local freight differentials and the above-referred-to special increase of “an additional \$.40” to standard basic through freight rates of pay are set forth in Appendix 1 which is a part of this Agreement.

(k) Other than standard rates:

- (1) Existing basic daily rates of pay other than standard shall be changed, effective as of the dates specified in Sections 1, 2, 3, 4 and 5 hereof, by the same respective percentages as set forth therein, computed and applied in the same manner as the standard rates were determined.
- (2) The existing differential of \$6.00 per basic day in passenger, freight, and yard service, and 6¢ per mile for miles in excess of the number of miles encompassed in

the basic day, currently payable to engineers working without firemen, shall be maintained and applied in the same manner as the local freight differential.

- (3) Daily rates of pay, other than standard, of engineers, firemen, conductors, brakemen and flagmen employed in local freight service, or on road switchers, roustabout runs, mine runs, or in other miscellaneous service, on runs of miles equal to or less than the number encompassed in the basic day, which are therefore paid on a daily basis without a mileage component, shall be increased as of the effective dates specified in Sections 1, 2, 3, 4 and 5 hereof, by the same respective percentages as set forth therein, computed and applied in the same manner as provided in paragraph (k)(1) above.

(l) Trip Rates established pursuant to Article V of the 2002 SMART-TD (UTU) Agreement shall be adjusted by application of the general wage increases provided for in this Article I, Sections 1 through 5, in the manner set forth in Article V, Part B, Section 4(c)(1) of that Agreement.

Section 8 – General Wage Increases for Dining Car Stewards

(a) Effective July 1, 2020, all basic monthly rates of pay in effect on June 30, 2020 for dining car stewards represented by SMART-TD shall be increased by three (3) percent.

(b) Effective July 1, 2021, all basic monthly rates of pay in effect on June 30, 2021 for dining car stewards represented by SMART-TD shall be increased by three-and-one-half (3.5) percent.

(c) Effective July 1, 2022, all basic monthly rates of pay in effect on June 30, 2022 for dining car stewards represented by SMART-TD shall be increased by seven (7) percent.

(d) Effective July 1, 2023, all basic monthly rates of pay in effect on June 30, 2023 for dining car stewards represented by SMART-TD shall be increased by four (4) percent.

(e) Effective July 1, 2024, all basic monthly rates of pay in effect on June 30, 2024 for dining car stewards represented by SMART-TD shall be increased by four-and-one-half (4.5) percent.

ARTICLE II – SERVICE RECOGNITION BONUSES

Section 1 – First Service Recognition Bonus

A lump sum payment in the amount of \$1,000 shall be made to each employee who performed active service under the collective bargaining agreement between January 1 and November 30, 2020 and who: (1) maintains an active employment relationship with the carrier as of December 1, 2020; or (2) retired or died on or after January 1, 2020.

Section 2 – Second Service Recognition Bonus

A lump sum payment in the amount of \$1,000 shall be made to each employee who performed active service under the collective bargaining agreement between January 1 and November 30, 2021 and who: (1) maintains an active employment relationship with the carrier as of December 1, 2021; or (2) retired or died on or after January 1, 2021.

Section 3 – Third Service Recognition Bonus

A lump sum payment in the amount of \$1,000 shall be made to each employee who performed active service under the collective bargaining agreement between January 1 and [Date of Ratification] and who: (1) maintains an active employment relationship with the carrier as of [Date of Ratification]; or (2) retired or died on or after January 1, 2022.

Section 4 – Fourth Service Recognition Bonus

A lump sum payment in the amount of \$1,000 shall be made to each employee who performed active service under the collective bargaining agreement between January 1 and November 30, 2023 and who: (1) maintains an active employment relationship with the carrier as of December 1, 2023; or (2) retired or died on or after January 1, 2023. The payment will be made no later than December 31, 2023.

Section 5 – Fifth Service Recognition Bonus

A lump sum payment in the amount of \$1,000 shall be made to each employee who performed active service under the collective bargaining agreement between January 1 and November 30, 2024 and who: (1) maintains an active employment relationship with the carrier as of December 1, 2024; or (2) retired or died on or after January 1, 2024. The payment will be made no later than December 31, 2024.

ARTICLE III - HEALTH AND WELFARE

Part A – Plan Changes

Section 1 – Continuation of Plan

The National Railway Carriers and United Transportation Union Health and Welfare Plan (“NRC/UTU H&W Plan”) and the Railroad Employees National Health and Welfare Plan (“the Plan”), modified as provided in this Article with respect to employees represented by the organization and their eligible dependents, shall be continued subject to the provisions of the Railway Labor Act.

Section 2 – Plan Design Changes

(a) Effective January 1, 2023, the Plan’s Managed Medical Care Program (“MMCP”) and its Comprehensive Health Care Benefit (“CHCB”) shall be modified with respect to hearing benefits to increase the maximum annual payment for tests and examinations, including those by an audiologist or hearing aid dispenser, to diagnose and determine the cause of a hearing loss, and for a hearing aid necessary to restore lost, or help impaired, hearing, to \$2,000.

(b) Effective January 1, 2023, the MMCP, CHCB, and Mental Health and Substance Abuse programs, as applicable, shall be modified to add coverage for the diagnosis and treatment of Autism Spectrum Disorder, without application of age or dollar limitations (other than generally applicable cost-sharing requirements under the terms of the Plan). Coverage for the treatment of Autism Spectrum Disorder shall include speech, occupational and physical therapies, Applied Behavior Analysis, and other medically appropriate intensive behavioral therapies; provided that any such coverage shall be subject to medical management processes (such as prior authorization or treatment plan requirements) applied by the company administering the member’s benefits.

(c) Effective January 1, 2023, the MMCP, CHCB, and Mental Health and Substance Abuse programs, as applicable, shall be modified to remove the age restriction on speech therapy as part of a treatment for developmental delay, cerebral palsy, hearing impairment or major congenital anomalies that affect speech such as, but not limited to, cleft lip and cleft palate. Medical management processes will continue to apply to such coverage.

Section 3 – Other

The parties agree to direct their representatives to the Plan’s Governing Committee to participate in the Governing Committee’s design and implementation, in a timely fashion, of an appropriate service provider rebid process to ensure that current costs are competitive and not excessive.

Part B – Employee Sharing of Plan Costs

Section 1 – Monthly Employee Cost-Sharing Contributions

(a) Effective January 1, 2023, each employee covered by this Agreement shall contribute to the Plan, for each month that the employer is required to make a contribution to the Plan on the employee's behalf for foreign-to-occupation health benefits coverage for the employee and/or the employee's dependents, a monthly contribution equal to 15% of the Carriers' Monthly Payment Rate. Effective on each subsequent January 1, the monthly employee cost-sharing contribution shall be adjusted to reflect 15% of the Carriers' Monthly Payment Rate for the relevant year.

(b) For purposes of subsection (a) above, the "Carriers' Monthly Payment Rate" for any year shall mean one twelfth of the sum of what the carriers' monthly payments to –

- (1) the Plan for foreign-to-occupation employee and dependent health benefits, employee life insurance benefits and employee accidental death and dismemberment insurance benefits,
- (2) the Dental Plan for employee and dependent dental benefits, and
- (3) the Vision Plan for employee and dependent vision benefits,

would have been during that year, per non-hospital association road employee, in the absence of any employee contributions in the aforementioned plans.

Section 2 – Pre-Tax Contributions

Employee cost-sharing contributions made pursuant to this Part B shall be made on a pre-tax basis pursuant to the existing Section 125 cafeteria plan to the extent applicable.

Section 3 – Method of Making Employee Cost-Sharing Contributions

Employee cost-sharing contributions will be made for the employee by the employee's employer. The employer shall deduct the amount of such employee contributions from the employee's wages and retain the amounts so deducted as reimbursement for the employee contributions that the employer had made for the employee.

ARTICLE IV – PERSONAL LEAVE

Each employee shall be provided with an additional paid day off and will elect, by providing notice to the employer during the prior year’s vacation scheduling process, to use the additional paid day off as:

(a) a personal leave day to be scheduled during the upcoming year, subject to rules associated with personal leave days;

(b) an additional single use vacation day to be scheduled during the upcoming year, subject to rules associated with single use vacation days; or

(c) an awarded day off on the employee’s birthday during the upcoming year or, if such birthday falls on a scheduled rest day, on the working day immediately preceding or following the employee’s birthday, subject to rules associated with scheduled vacation.

An employee who does not make an election during the prior year’s vacation scheduling process will be considered to have selected option (b).

ARTICLE V – SCHEDULED DAYS OFF

Any General Committee seeking to establish rules creating voluntary assigned days off in thru freight road service shall serve a written Notice on the Carrier of its desire to establish voluntary assigned days off agreement rules. The Notice shall specify the rules the Union proposes to establish and the conditions, if any, which it proposes shall govern the establishment of such rules. The Carrier may respond with its own Notice specifying the rules that the Carrier proposes to establish and the conditions, if any, which it proposes shall govern the establishment of such rules.

The General Chairman, or their designee, and the Carrier’s designated official will meet within thirty (30) days of the initial Union Notice to negotiate the terms and conditions of the proposed assigned days off agreement rules. Should the parties reach a tentative agreement, it will be subject to ratification pursuant to the Union’s ratification requirements, to the extent applicable.

If the parties are unable to reach a ratified agreement on assigned days off rules within one hundred eighty (180) days of the initial Union Notice, then either party may submit the matter to final and binding, party- paid interest arbitration at any time thereafter by written request to the other party. The Arbitration Board shall have jurisdiction to determine whether and how the rules referenced in this Article will be implemented.

The Arbitration Board shall consist of one (1) member appointed by the Union, one (1) member appointed by the Carrier, and a neutral arbitrator, who shall serve as chair of the Board. The neutral

arbitrator shall be mutually selected by the parties within ten (10) days of the request for arbitration, and a hearing shall be held within sixty (60) days thereafter, subject to the availability of the arbitrator. If the parties are unable to agree on an arbitrator within ten (10) days of the request for arbitration, then a list of nine (9) arbitrators shall be obtained from the National Mediation Board and the parties shall strike such list until an arbitrator is chosen with the first strike determined by coin flip or another random method.

The terms of the Board's decision shall be issued within thirty (30) days following the hearing or submission of post-hearing briefs, if any, and will be final and binding.

If agreements are reached pursuant to this Article either by ratification or arbitration where none previously existed, the Union will have exhausted all rights to serve any notices pursuant to this Article.

ARTICLE VI – AUTOMATED BID SCHEDULING

Each carrier may serve a notice of its intent to implement the Automated Bid Scheduling Agreement described in (a) – (d), below, and, in doing so, may identify any carrier- specific implementation matters that it believes must be addressed in connection with such implementation. The organization may respond with its own list of carrier- specific implementation issues that it believes must likewise be addressed.

The General Chairman, or their designee, and the Carrier's designated official will meet within thirty (30) days of the initial Carrier Notice to negotiate the terms and conditions of the proposed agreement rules. Should the parties reach a tentative agreement, it will be subject to ratification pursuant to the Union's ratification requirements, to the extent applicable.

(a) Automated Bid Scheduling (ABS)

- (1) Automated Bid Scheduling (ABS) will serve as the primary method to assign employees on a regular basis, based on seniority, qualifications and job preferences.
- (2) Carriers will maintain a system containing all employees' assignments, including pools and extra boards, which will be updated as necessary. Employees may update their assignment preferences at the designated time. New assignments will be bulletined or posted.
- (3) Employees will be responsible for accessing the system to determine if their assignment has changed.

(b) Submitting Preferences

- (1) All employees will be required to electronically file their individual preferences for their assignment(s) on their Automated Bid Application and will specify a sufficient number of preferences to ensure a selection will be granted.
 - (2) Employees may make changes or update their individual preferences on their Automated Bid Application.
- (c) Job Assignments
- (1) Assignments awarded will be posted electronically for employees. All employee assignments will be assigned based upon the individual preferences employees submitted on their Automated Bid Applications, qualifications and seniority permitting. It is the employee's responsibility to be aware of the new assignment (if applicable) and be rested and available to report when required.
 - (2) Employees changing assignments will protect their assignment until the designated date and time. Employees who are at their home terminal (and not working) will be placed on their new assignment at the designated date and time. Employees on- duty or not at their home terminal at the start of a new assignment will remain on their previous assignment until returning to their home terminal.
 - (3) Employees newly assigned to an extra board or pool freight service will be placed at the bottom of the board/pool at the start of a new assignment or when they return to their home terminal in accordance with their tie- up time. If two or more employees have the same tie- up time, they will be placed on the board in accordance with their last on- duty time.
- (d) Vacation
- (1) Weekly vacations will commence and end at a designated date and time. Employees scheduled to be off for weekly vacation will not have their Automated Bid processed and will not be assigned to a new assignment. Employees returning from weekly vacation will have their Automated Bid Application processed by the system.
 - (2) Weekly/block vacation will begin at 12:01 a.m. and will end at 11:59 p.m., unless otherwise authorized.

If the parties are unable to reach a ratified agreement on the rules referenced in this Article within one hundred eighty (180) days of the initial carrier notice, then either party may submit the matter to final and binding, party- paid interest arbitration at any time thereafter by written request to the other party. The Arbitration Board shall have jurisdiction to determine whether and how the rules referenced in this Article will be implemented.

The Arbitration Board shall consist of one (1) member appointed by the Union, one (1) member appointed by the Carrier, and a neutral arbitrator, who shall serve as chair of the Board. The neutral arbitrator shall be mutually selected by the parties within ten (10) days of the request for arbitration, and a hearing shall be held within sixty (60) days thereafter, subject to the availability of the arbitrator. If the parties are unable to agree on an arbitrator within ten (10) days of the request for arbitration, then a list of nine (9) arbitrators shall be obtained from the National Mediation Board and the parties shall strike such list until an arbitrator is chosen with the first strike determined by coin flip or another random method.

The terms of the Board's decision shall be issued within thirty (30) days following the hearing or submission of post-hearing briefs, if any, and will be final and binding.

If agreements are reached pursuant to this Article either by ratification or arbitration where none previously existed, the Carrier will have exhausted all rights to serve any notices pursuant to this Article.

ARTICLE VII – POOLS AND EXTRA BOARD

Each carrier may serve a notice of its intent to implement some or all of the items below and, in doing so, may identify any carrier- specific implementation matters that it believes must be addressed in connection with such implementation. The organization may respond with its own list of carrier- specific implementation issues that it believes must likewise be addressed.

The General Chairman, or their designee, and the Carrier's designated official will meet within thirty (30) days of the initial carrier's notice to negotiate the terms and conditions of the proposed agreement rules. Should the parties reach a tentative agreement, it will be subject to ratification pursuant to the Union's ratification requirements, to the extent applicable.

(a) Self- supporting pools

- (1) Pools will be converted to a system under which pool vacancies are primarily protected within that pool
- (2) Pools will operate on a first in/first out basis unless otherwise agreed to by a carrier and labor organization

(b) Pool and extra board regulation

- (1) Pool service will be regulated based on a target number of starts that takes the length of run into consideration
- (2) There will be a predetermined time period during which the number of starts is tabulated for use in the carrier's calculation of the requisite number of employees in the pool

- (3) There will be a predetermined time period for predicting the future number of pool starts utilizing technology
 - (4) There will be a process for automatic pool adjustment to ensure consistency with the requirements and intent of the Rail Safety Improvement Act (RSIA), full- time employee availability and fatigue abatement
 - (5) Pools will operate on a first in/first out basis, unless otherwise agreed to by the parties
 - (6) The carrier may abolish or establish road, yard or combination extra boards which will be regulated by the carrier based on the needs of service
- (c) Workforce predictability and flexibility
- (1) In conjunction with adoption of the above listed in Paragraph A and/or Paragraph B above, new agreements will provide for one or more of the following:
 - (a) Opportunity for employees to observe rest outside the requirements of the Rail Safety Improvement Act
 - (b) A procedure under which employees may trade assignments
 - (c) A procedure under which employees may receive a pre- arranged layoff

If the parties are unable to reach a ratified agreement on the rules referenced in this Article within one hundred eighty (180) days of the initial carrier notice, then either party may submit the matter to final and binding, party- paid interest arbitration at any time thereafter by written request to the other party. The Arbitration Board shall have jurisdiction to determine whether and how the rules referenced in this Article will be implemented.

The Arbitration Board shall consist of one (1) member appointed by the Union, one (1) member appointed by the Carrier, and a neutral arbitrator, who shall serve as chair of the Board. The neutral arbitrator shall be mutually selected by the parties within ten (10) days of the request for arbitration, and a hearing shall be held within sixty (60) days thereafter, subject to the availability of the arbitrator. If the parties are unable to agree on an arbitrator within ten (10) days of the request for arbitration, then a list of nine (9) arbitrators shall be obtained from the National Mediation Board and the parties shall strike such list until an arbitrator is chosen with the first strike determined by coin flip or another random method.

The terms of the Board's decision shall be issued within thirty (30) days following the hearing or submission of post-hearing briefs, if any, and will be final and binding.

If agreements are reached pursuant to this Article either by ratification or arbitration where none

previously existed, the Carrier will have exhausted all rights to serve any notices pursuant to this Article.

ARTICLE VIII – GENERAL PROVISIONS

(a) The purpose of this Agreement is to settle all disputes growing out of the notices served upon the organization by the carriers listed in Exhibit A on or subsequent to November 1, 2019 (including any notices outstanding as of that date), and the notices served by the organization signatory hereto upon such carriers on or subsequent to November 1, 2019 (including any notices outstanding as of that date), except as otherwise provided in paragraph (c) below.

(b) This Agreement shall be construed as a separate agreement by and on behalf of each of said carriers and their employees represented by the organization signatory hereto, and shall remain in effect through December 31, 2024 and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

(c) No party to this Agreement shall serve or progress, prior to November 1, 2024 (not to become effective before January 1, 2025), any notice or proposal, except that this Article shall not settle or bar further progression or handling of local notices served by the carriers regarding the size or consist of train crews and related matters.

(d) This Article will not bar management and the organization on individual railroads from agreeing upon any subject of mutual interest.

(Remainder of Page Intentionally Blank)

SIGNED AT ARLINGTON, VA, THIS __TH DAY OF _____, 2022.

**FOR THE PARTICIPATING
CARRIERS LISTED IN
EXHIBIT A:**

**FOR THE EMPLOYEES
REPRESENTED BY SMART,
TRANSPORTATION DIVISION:**

_____, 2022

#1

Mr. Jeremy R. Ferguson
President – Transportation Division
International Association of Sheet Metal, Air, Rail and Transportation Workers
6060 Rockside Woods Blvd. N., Ste. #325
Independence, OH 44131

Dear Mr. Ferguson:

This confirms our understanding with respect to the general wage increases provided for in Article I, Sections 1, 2 and 3 and the service recognition bonuses provided for in Article II, Sections 1 and 2 of the Agreement of this date.

The carriers will make all reasonable efforts to pay the retroactive portion of such general wage increases and service recognition bonuses as soon as possible and no later than sixty (60) days after the date of this Agreement. The carriers will make the service recognition bonus payment provided for in Article II, Section 3 of the Agreement at the same time as the aforementioned retroactive payment.

If a carrier finds it impossible to make such payments by that date, such carrier shall notify you in writing explaining why such payments have not been made and indicating when the payments will be made.

Very truly yours,

Brendan M. Branon

I agree:

J. R. Ferguson

_____, 2022
#2

Mr. Jeremy R. Ferguson
President – Transportation Division
International Association of Sheet Metal, Air, Rail and Transportation Workers
6060 Rockside Woods Blvd. N., Ste. #325
Independence, OH 44131

Dear Mr. Ferguson:

This refers to the increase in wages and the service recognition payments provided for in Sections 1, 2 and 3 of Article I and Sections 1 and 2 of Article II of the Agreement of this date.

It is understood that the retroactive portion of those wage increases and service recognition payments shall be applied only to employees who have an employment relationship with a carrier on the date of this Agreement or who retired or died subsequent to June 30, 2020 in the case of the wage increases and January 1, 2020 in the case of the service recognition payments.

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

Very truly yours,

Brendan M. Branon

I agree:

J. R. Ferguson

_____, 2022
#3

Mr. Jeremy R. Ferguson
President – Transportation Division
International Association of Sheet Metal, Air, Rail and Transportation Workers
6060 Rockside Woods Blvd. N., Ste. #325
Independence, OH 44131

Dear Mr. Ferguson:

This confirms our understanding with respect to the PEB 250 recommendation that the parties engage in local negotiations with respect to scheduling and job assignment issues including scheduled days off. This letter is without prejudice to either party's positions regarding attendance policies.

Employees in unassigned service, including employees who obtain days off under Article V of this agreement, will be allowed unpaid scheduled day(s) off that are necessary to attend up to three (3) routine and preventive medical care visits per calendar year without being assessed any form of disciplinary points, demerits or disciplinary citations under any Carrier's attendance related policies; provided such exams are scheduled on Tuesday, Wednesday, or Thursday, excluding holidays, and the carrier is provided with at least 30 days advance notice. Documentation verifying that the exam took place may be required by the carrier. The parties will promptly engage in local discussions to implement the terms of this paragraph, including procedures to accommodate employees who move from unassigned to assigned service subsequent to scheduling an exam (where a carrier attendance policy differentiates between such classes of service). If the parties are unable to reach agreement, those issues will be resolved through final and binding expedited interest arbitration.

It is intended that employee requests for routine and preventive medical care time off under the preceding paragraph normally will be granted without regard to usual staffing and operational contingencies. Where other time off requests on the same day(s) would jeopardize operation of the train schedule, the local carrier official and union local chairman will consider appropriate accommodations of the conflicting requests.

This letter also will confirm that approved medical leaves of absence taken pursuant to and in compliance with carrier medical leave of absence policies will not result in any form of disciplinary points, demerits or disciplinary citations under any Carrier's attendance related policies. Absences relating to hospital admissions and surgeries will not result in any form of disciplinary points, demerits or disciplinary citations under any Carrier's attendance related policies.

The carriers will assess short-term serious illnesses or injuries on their individual merits taking into account the gravity of the medical issue.

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

Sincerely,

Brendan M. Branon

I agree:

J. R. Ferguson

_____, 2022

#4

Mr. Jeremy R. Ferguson
President – Transportation Division
International Association of Sheet Metal, Air, Rail and Transportation Workers
6060 Rockside Woods Blvd. N., Ste. #325
Independence, OH 44131

Dear Mr. Ferguson:

This confirms our understanding with respect to PEB 250 recommendations that requires each employee to contribute to the Health and Welfare Plan. For each month that the employer is required to make a contribution to the Plan on the employee's behalf for foreign-to-occupation health benefits coverage for themselves and/or their dependents, a monthly cost-sharing contribution by the employee shall be made in an amount equal to the lesser of 15% (fifteen percent) of the Carriers' then current Monthly Payment Rate or a frozen cap of **\$398.97** (three hundred ninety-eight dollars and ninety-seven cents) for the year 2025 and each year thereafter until a new SMART-TD National Agreement is negotiated and ratified (at which time the full 15% employee contribution rate is reinstated unless otherwise agreed).

If the negotiations for that National Agreement result in retroactive wage increases applicable for the period that the parties are in negotiations and the employees' monthly contribution to the Health and Welfare Plan would have otherwise exceeded the cap above with annual indexing in the involved years, retroactive application will also be applicable to those contribution increases.

This arrangement shall not be cited in future negotiations under Section 6 of the RLA (up through and including a Presidential Emergency Board or interest arbitration) as a reason or justification for any future increase in compensation or limit or reduction in employee health care contributions.

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

Very truly yours,

Brendan M. Branon

I agree:

J. R. Ferguson

_____, 2022
#5

Mr. Jeremy R. Ferguson
President – Transportation Division
International Association of Sheet Metal, Air, Rail and Transportation Workers
6060 Rockside Woods Blvd. N., Ste. #325
Independence, OH 44131

Dear Mr. Ferguson:

This will confirm our understanding regarding notices that may be served by the parties under Articles V, VI and VII:

BNSF

- Electronic/Automated Bid: BNSF may serve notices regarding the subjects in Article VI.
- Self-Supporting Pools & Pool/Extra Board Regulation: BNSF may serve notices regarding the subjects in Article VII except with respect to Self-Supporting Pools where permanent Self-Supporting Pools, as proposed in Article VII, are already in place by permanent (non-pilot) agreement (i.e., an agreement that is amendable only by mutual agreement or through the RLA section 6 process), or with respect to Pool Regulation where Pool Regulation, as proposed in Article VII, is already in place by permanent agreement.
- Scheduled Off Days: SMART-TD may serve notices regarding the subjects in Article V except where scheduled off days are already in place by permanent agreement.

CN

Neither party will serve any notices to the other under Articles V, VI, or VII.

CSX

- Electronic/Automated Bid and Self-Supporting Pools & Pool/Extra Board Regulation: CSX may serve notice regarding the subjects in Article VI and Article VII.
- Scheduled Off Days: SMART-TD may serve notice regarding the subjects in Article V.

Kansas City Southern

- Electronic/Automated Bid: KCS may serve notices regarding the subjects in Article VI.
- Self-Supporting Pools & Pool/Extra Board Regulation: KCS may serve notices regarding the subjects in Article VII on the KCS property, except with respect to Self-Supporting Pools where Self-Supporting Pools, as proposed in Article VII, are already in place and except with respect to Pool Regulation on the MidSouth property.

- Scheduled Off Days: SMART-TD may serve notices regarding the subjects in Article V except where scheduled off days are already in place by agreement.

Norfolk Southern

- Electronic/Automated Bid and Self-Supporting Pools & Pool/Extra Board Regulation: Norfolk Southern may serve notice regarding the subjects in Article VI and Article VII.
- Scheduled Off Days: SMART-TD may serve notice regarding the subjects in Article V.

Union Pacific

- Electronic/Automated Bid and Self-Supporting Pools & Pool/Extra Board Regulation: Union Pacific may serve notice regarding the subjects in Article VI and Article VII.
- Scheduled Off Days: SMART-TD may serve notice regarding the subjects in Article V.

All Other Carriers in Exhibit A

The carriers may serve notices regarding the subjects in Article VI and Article VII and SMART-TD may serve notice regarding the subjects in Article V.

It is further understood that if notices related to Articles V, VI and VII where applicable are served by the parties or pending concurrently, the negotiations on those notices shall at the request of either party be combined up to and including a single carrier-level interest arbitration process that includes all pending proposals under Articles V, VI, and VII. Nothing herein will preclude a party from presenting property-specific proposals during the carrier-level arbitration.

Please indicate your concurrence by signing in the space below.

Sincerely,

Brendan M. Branon

I concur:

J. Ferguson

_____, 2022

#6

Mr. Jeremy R. Ferguson
President – Transportation Division
International Association of Sheet Metal, Air, Rail and Transportation Workers
6060 Rockside Woods Blvd. N., Ste. #325
Independence, OH 44131

Dear Mr. Ferguson:

This letter will serve as clarification of the application of the additional paid time off day described in Article IV of the national agreement for new hires. We agree that employees hired on or before September 30 of a year will have access to the additional day of paid time off in that year.

The carriers will offer a reasonable means and a reasonable time period for these newly hired employees to elect from among the three options for using the day that are described Article IV, items (a)-(c) of the national agreement or, in the absence of the employee electing one of the three options, the additional paid time off will be provided under option (b).

Very truly yours,

Brendan M. Branon

I agree:

J. R. Ferguson

_____, 2022
#7

Mr. Jeremy R. Ferguson
President – Transportation Division
International Association of Sheet Metal, Air, Rail and Transportation Workers
6060 Rockside Woods Blvd. N., Ste. #325
Independence, OH 44131

Dear Mr. Ferguson:

This confirms our understanding with respect to the tentative agreement of this date that would resolve our respective bargaining notices served on or subsequent to November 1, 2019 ("Tentative Agreement or TA").

If the railroads in national handling collectively enter into a voluntary and ratified national agreement ("New Agreement") to resolve the national notices served on or after November 1, 2019 with any labor organization that provides, in the aggregate, materially greater overall economic value to the employees represented by that organization than is provided for in the report of Presidential Emergency Board No. 250 with respect to that craft, SMART-TD may request that the same value, measured on a GWI-equivalent basis, be added to the Tentative Agreement in a manner to be determined by the parties.

If the President of the SMART-TD believes that a New Agreement has potentially triggered the understanding in this letter, he shall, within 30 days of the date such New Agreement is ratified, provide prompt written notification to the Chairman of the NCCC, and the national parties shall confer within fifteen (15) calendar days to discuss further handling of the matter. Any disagreement between the parties regarding the interpretation or application of this understanding shall be resolved through final and binding party-paid arbitration.

This agreement shall be non-precedential and shall not be referenced in any forum except for the limited purpose of enforcing its terms. This agreement shall expire and have no further effect with respect to a national agreement reached by another labor organization 30 days after the date that the applicable national agreement is ratified.

Please acknowledge your agreement by signing in the space below.

Very truly yours,

Brendan M. Branon

I agree:

J. R. Ferguson

**EXHIBIT A
(SMART-TD)**

RAILROADS REPRESENTED BY THE NATIONAL CARRIERS' CONFERENCE COMMITTEE IN CONNECTION WITH NOTICES SERVED ON OR SUBSEQUENT TO NOVEMBER 1, 2019 BY AND ON BEHALF OF SUCH CARRIERS UPON SMART, TRANSPORTATION DIVISION, AND NOTICES SERVED ON OR SUBSEQUENT TO NOVEMBER 1, 2019 BY THE GENERAL CHAIRMEN, OR OTHER RECOGNIZED REPRESENTATIVES OF SMART, TRANSPORTATION DIVISION, UPON SUCH CARRIERS.

Subject to indicated footnotes, this authorization is co-extensive with notices filed and with provisions of current schedule agreements applicable to employees represented by Smart, Transportation Division:

Alameda Belt Line
Alton & Southern Railway Company
The Belt Railway Company of Chicago
Bessemer and Lake Erie Railroad Company d.b.a. C.N.
BNSF Railway Company
Central California Traction Company
Consolidated Rail Corporation
CSX Transportation, Inc. - 1
 Baltimore & Ohio Railroad Company (Former)
 Baltimore & Ohio Chicago Terminal Railroad Company (Former)
 Chesapeake & Ohio Railway Company (Former)
 Chicago & Eastern Illinois Railroad Company (Former)
 Clinchfield Railroad Company (Former)
 Consolidated Rail Corporation (Former)
 Toledo Terminal Railroad Company (Former)
 Monon Railroad Company (Former)
 Pere Marquette Railroad Company (Former)
 Seaboard Coast Line Railroad Company (Former)
 Western Maryland Railroad Company (Former)
 Richmond Fredericksburg & Potomac Railroad Company (Former)
 Gainesville Midland Railroad Company (Former)
Grand Trunk Western Railroad Company d.b.a. C.N.
Illinois Central Railroad Company and Chicago, Central & Pacific Railroad Company d.b.a. C.N.
Indiana Harbor Belt Railroad Company
The Kansas City Southern Railway Company
 Kansas City Southern Railway
 Louisiana and Arkansas Railway
 MidSouth Rail Corporation
 Gateway Western Railway

SouthRail Corporation
Tenn. Rail Corporation
Joint Agency
Longview Switching Company
Los Angeles Junction Railway Company
New Orleans Public Belt Railroad Corporation - 2
Norfolk & Portsmouth Belt Line Railroad Company
Norfolk Southern Railway Company
The Alabama Great Southern Railroad Company
Central of Georgia Railroad Company
The Cincinnati, New Orleans & Texas Pacific Railway Co.
Georgia Southern and Florida Railway Company
Tennessee, Alabama and Georgia Railway Company
Tennessee Railway Company
Northeast Illinois Regional Commuter Railroad Corporation (METRA) - 1
Northern Indiana Commuter Transportation District – 1
Palmetto Railways
Port Terminal Railroad Association
Terminal Railroad Association of St. Louis - 1
Texas City Terminal Railway Company
Union Pacific Railroad Company
Wichita Terminal Association
Winston-Salem Southbound Railway Company
Wisconsin Central Ltd. d.b.a. C.N.

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Notes:

- 1 - Health & Welfare only
- 2 - Wages and Health & Welfare only

FOR THE CARRIERS:

FOR SMART-TD:

_____, 2022
Arlington, VA

**AGREED – UPON
QUESTIONS AND ANSWERS**

ARTICLE I – WAGES

- Q1. Will an individual furloughed or suspended when the Agreement becomes effective be eligible to receive the retroactive wage adjustment?
- A1. Yes.
- Q2. Will an individual in dismissed status when the Agreement becomes effective be eligible to receive the retroactive wage adjustment?
- A2. Yes, if the individual is reinstated to service, the individual will be eligible for the retroactive wage adjustment to the extent applicable and consistent with the reinstatement.
- Q3. Will an Employee who has been dismissed/suspended between July 1, 2020, and the effective date of this Agreement, who is subsequently reinstated/suspension removed or overturned, with pay for time and benefits lost, have the retroactive pay increases applied to his/her payment for time lost?
- A3. Yes, to the extent applicable.
- Q4. Will the retroactive wage increases be applied to the basic daily and overmile rates of pay, overtime, trip rates, penalty claim payments and arbitraries or special allowances expressed in time or miles?
- A4. Yes, if and to the extent subject to the application of general wage increases.
- Q5. Will the retroactive wage payments made to Employees include previous vacation payments, Personal Leave Days and all other contractual pay entitlements?
- A5. Yes, if and to the extent such payments are subject to the application of general wage increases.
- Q6. Will General Wage Increases be applied to current entry rates?
- A6. Yes. The pay rates and any other applicable elements of compensation to which entry rates are applied will be subject to the applications of the General Wage Increases as provided in Article I.

Q7. Will GWIs, including retroactive back payments, be applied to training payments made to Employees in training programs where SMART-TD holds the applicable agreement on the property and such application is not specifically excluded by such agreement?

A7. Yes.

Q8. Will GWIs, including retroactive back payments, be applied to training payments made to Employees in yardmaster training programs on properties where SMART-TD represents yardmasters?

A8. This will be addressed in the same manner as in the past on each individual Carrier.

Q9. If an Employee has worked subsequent to June 30, 2020, under another National Agreement (and received retroactive pay for such work) and as a trainman or yardmaster under this Agreement, is that Employee entitled to retroactive pay under this Agreement for his/her trainman or yardmaster work?

A9. Yes, if otherwise eligible and provided there is no duplication.

Q10. Will an Employee who maintains an employment relationship with a Carrier but who has been promoted to a position in another craft under a CBA with another organization that is party to this Agreement between June 30, 2020, and the effective date of this Agreement, be eligible for the retroactive pay for the time worked under both CBAs?

A10. Yes, if otherwise eligible and provided there is no duplication.

Q11. Will RRA Tier I and Tier II taxes, as well as applicable federal, state and local taxes, be applied to the retroactive pay received by an Employee?

A11. Yes, as required by applicable law.

Q12. Will the GWIs provided for in this Agreement be applied to guaranteed extra board and furlough retention board rates of pay?

A12. Yes, if and to the extent such rates of pay are subject to the application of general wage increases.

Q13. Will Employees on approved leaves of absence (medical, disability, or otherwise) be eligible to receive retroactive backpay provided for in this Agreement?

A13. Yes, so long as the Employee maintains his/her employment relationship with the Carrier, or subsequently retires or dies.

Q14. If an Employee opts to participate in a negotiated 401k plan, will deductions be taken from retroactive payments? If so, and if that plan provides for an employer matching contribution, will such contributions also apply?

A14. Each Carrier will provide Employees with information regarding the application of its 401k plan.

Q15. If an Employee opts to participate in a negotiated 401k plan, will they have the option of contributing a larger portion of their retroactive pay into that plan?

A15. Each Carrier will provide Employees with information regarding the application of its 401k plan.

Q16. Will retroactive payments be accompanied by a detailed payment description, including a breakdown of how the payment was calculated?

A16. Any Employee who believes his/her back pay computation is incorrect may make written request through their General Chairperson for information regarding that computation. If the General Chairperson concludes that the request has good cause, they will submit it to the Carrier and a Carrier representative will respond. The request must be made to the Carrier within thirty (30) days of receipt of the retroactive payment. Disagreements between the parties may be referred to their respective National bargaining representatives – the President of SMART-TD or President of BLET and the Chairman of the NCCC.

Q17. Is the backpay calculated on earnings minus automobile mileage and meals? What factors will be included in the calculation?

A17. Retroactive wage increases and the resultant backpay will be calculated and applied to all elements of pay that are subject to General Wage Increases as provided in Article I, and will be addressed in the same manner as in the past on each individual Carrier.

Q18. Will back pay be paid on a separate check or included with a regular payroll check?

A18. The Class I Carriers will make retroactive payments (including retroactive wage payments and retroactive service recognition bonus payments) by way of a separate payroll check. Other Carriers will do the same to the extent feasible.

Q19. Will an Employee who resigned voluntarily receive back pay?

A19. Employees who resign prior to ratification of the National Agreement will not receive back pay. Employees who resign after ratification of the National Agreement will receive back pay. Please

note that Employees who retired or died subsequent to June 30, 2020, in the case of the wage increases and January 1, 2020, in the case of the service recognition payments will receive back pay.

Q20. Will back pay payment calculations include Employees' pay rates for vacation in 2023?

A20. Only retroactive payments made in relation to earnings in 2022 will be included in calculating 2023 vacation pay rates.

Q21. Will previous Washington Job Protection claim payments be eligible for retroactive back pay?

A21. Yes, if the payments occurred during the retroactive period and the Employee is otherwise eligible for retroactive payments.

ARTICLE II – SERVICE RECOGNITION BONUSES

Q1. Will an individual furloughed or suspended when the Agreement becomes effective be eligible to receive the Service Recognition Bonuses?

A1. Yes, if they performed active service at any time between January 1 and November 30 of the applicable calendar year.

Q2. Will an individual in dismissed status when the Agreement becomes effective be eligible to receive the Service Recognition Bonuses?

A2. Yes, if the individual is reinstated to service, the individual will be eligible for the retroactive Service Recognition Bonus payment(s) to the extent applicable and consistent with the reinstatement.

Q3. Will an Employee who has been dismissed/suspended between July 1, 2020, and the effective date of this Agreement, who is subsequently reinstated/suspension removed or overturned, with pay for time lost, have the retroactive service recognition bonuses applied to his/her payment for time lost?

A3. Yes, to the extent applicable.

Q4. Will Employees on approved leaves of absence (medical or otherwise) be eligible to receive retroactive service recognition bonuses provided for in this Agreement?

A4. Yes, provided that the Employee performed active service at any time between January 1 and November 30 of the applicable calendar year (or, for 2022, between January 1 and the date of ratification).

- Q5. Do new-hire Employees qualify for service recognition bonuses?
- A5. Yes, provided that the Employee performed active service at any time between January 1 and November 30 of the applicable calendar year.
- Q6. If an Employee has worked subsequent to June 30, 2020, under another National Agreement and as a trainman, engineer, or yardmaster under this Agreement, is that Employee entitled to receive Service Recognition Bonuses under this Agreement for his/her trainman or yardmaster work?
- A6. Yes, if otherwise eligible and provided there is no duplication.
- Q7. Will the \$1,000.00 yearly service recognition bonus continue after the end of this contract while a new Agreement is negotiated?
- A7. No. The final service bonus will be paid no later than December 31, 2024.

ARTICLE III – HEALTH AND WELFARE

- Q1. Is the annual hearing benefit of \$2,000 per family member or per family?
- A1. The annual hearing benefit maximum will apply separately to each individual covered by the policy.
- Q2. If a service provider is rebid in accordance with Article III, Section 3, and a new provider is chosen, how will it affect the Employees' benefit levels?
- A2. Re-bidding a service provider cannot result in modification of plan features such as fixed-dollar copayments, deductibles, coinsurance, and out-of-pocket maximums.
- Q3. If a service provider is rebid in accordance with Article III, Section 3, and a decision is made to switch service providers, what will be the extent of disruption and what consideration(s) will be given to minimizing disruption?
- A3. As noted in Q&A #2, re-bidding a service provider cannot result in modification of plan design elements such as copays, deductibles, coinsurance, and out-of-pocket maximums. The joint committees are expected to take steps to minimize provider disruption in the case of re-bids involving claims administrators or formulary disruption in the case of pharmacy benefit managers.
- Q4. Under Article III, will Employees be required to make monthly cost-sharing contributions for dental and/or vision premiums?

- A4. Employees do not make separate contributions for access to dental and vision benefits.
- Q5. How will the monthly Employee cost-sharing contributions be calculated?
- A5. Monthly Employee cost-sharing contributions will be 15% of the sum of the premiums for Employee medical benefits, life insurance and accidental death and dismemberment benefits, dental benefits, and vision benefits. It does not include Carrier costs for at-occupation (on-duty) coverage and/or certain other administrative costs.
- Q6. How often do the parties intend to rebid service providers?
- A6. The Governing Committee or Joint Policyholder Committee of the Plans will develop the process for conducting rebids. Subject to the outcome of those discussions, it is the parties' intent that either party may choose to initiate a rebid process for service providers to coincide with the renewal of the service providers' agreements. In the health care context, most service provider agreements have a three to five year term.
- Q7. Will the details of rebidding service providers be made public to Employees?
- A7. The details of the process are generally not made public. If the parties agree to change service providers, proper notification will be sent out to all affected Employees notifying them in advance of any such changes.

ROUTINE AND PREVENTIVE CARE – SIDE LETTER #3 (OPERATING CRAFTS)

- Q1. If an Employee schedules an appointment 30 or more days in advance and their provider reschedules the appointment to an earlier date, will they be allowed to attend the visit without being subject to any form of discipline under Carrier's attendance related policies?
- A1. Accommodations may be made between the Carrier and the Employee or their Union Representative.
- Q2. What is the definition of routine and preventive medical care?
- A2. Routine services are defined as services that are not urgent or emergent in nature. They include identifying or evaluating a new condition or illness, routinely monitoring an already known condition, or providing treatment for a condition or illness. Routine care commonly referred to as preventive services include regular checkups, physicals, screenings, and other services designed to prevent an illness or condition from developing, including but not limited to ACA Preventive Health Services.

- Q3. Are routine and preventive dental, vision, and hearing appointments considered routine and preventive medical care, as described in Side Letter #3?
- A3. Yes.
- Q4. If a Carrier requires documentation verifying that an exam took place, what documentation would be required?
- A4. Specific details regarding documentation requested by a Carrier will be developed in the on-property implementation discussions required by Side Letter #3.
- Q5. If an Employee cancels an unpaid scheduled day off contemplated in Side Letter #3, will it be deducted from the Employee's remaining number of allowed routine and preventive visits?
- A5. No, as long as the Employee protects their assignment.
- Q6. May an Employee use unpaid scheduled days off contemplated in Side Letter #3 for family members who require assistance attending routine and preventive visits?
- A6. No, unless otherwise agreed by the Carrier.
- Q7. Are excluded holidays in Side Letter #3 referencing those recognized in the National Agreement(s)?
- A7. Yes, except where amended by on-property agreements.
- Q8. If a healthcare provider only offers certain routine and preventive services on a Monday or Friday, will an Employee be allowed an unpaid scheduled day off to attend if they provide documentation stating such services are only available on those days of the week?
- A8. Side Letter #3 requires that visits occur on Tuesdays, Wednesdays, or Thursdays, excluding holidays. However, in unique circumstances, accommodations may be made between the Carrier and the Employee or their Union Representative.
- Q9. With respect to medical necessity for attending routine and preventive visits (e.g., preparation and/or recovery) will those days also be allowed, and will the cumulative period of absence be counted as one of the three (3) visits contemplated in Side Letter #3?
- A9. Yes, specific details will be developed in the on-property implementation discussions as required by Side Letter #3.

Q10. With respect to ensuring that Employees are available to attend their scheduled routine and preventive visits, will Employees be allowed to lay off in advance, and if so, what is the allowed duration of the advance lay off?

A10. Yes. The duration of the advance lay off will vary depending on the assignment, and should be handled between the Carrier and the Employee or their Union Representative.

Q11. Will Employees be allowed to lay off outside of Tuesday, Wednesday, or Thursday if they are required to do so either for medical necessity or availability purposes (e.g., medically necessary preparation on Monday, for a Tuesday visit)?

A11. Yes, with appropriate medical documentation.

Q12. If a holiday precedes or follows the date of a scheduled routine or preventive visit and the Employee is required to lay off (either for medical necessity or availability purposes), will the Employee be allowed unpaid scheduled leave on those days?

A12. Yes, as long as the date of the visit does not fall on a holiday.

Q13. Will approved absences to attend routine and preventive visits be used to reduce the available FMLA hours earned/granted for the year?

A13. No, approved absences under Side Letter #3 do not impact the number of hours available to FMLA-eligible Employees.

Q14. If an Employee must lay off to attend a follow-up routine or preventive visit directly resulting from a previously allowed routine or preventive visit, will that absence be considered part of the original visit, or will it count against their remaining number of allowed visits?

A14. If the follow-up visit immediately follows the date(s) of the approved absence (e.g., Tuesday visit results in necessary imaging or lab testing the following day), accommodations may be made between the Carrier and the Employee or their Union Representative to extend the original visit to include the additional absence. Otherwise, a follow-up visit will be considered as a separate visit.

Q15. If an Employee is held at his or her away-from-home terminal for an unanticipated and/or inordinate amount of time that may inhibit them from attending a scheduled and approved preventive or routine visit, will the Carrier deadhead the Employee home to facilitate the visit?

- A15. Accommodations may be made between the Carrier and the Employee or their Union Representative.
- Q16. Will consideration be given to allowing Employees fewer than 30 days advance notice for scheduling routine and preventive visits?
- A16. Accommodations may be made between the Carrier and the Employee or their Union Representative.
- Q17. If an Employee is transported to a medical facility via emergency transportation services, will that be considered a hospital admission not resulting in any form of disciplinary points, demerits or disciplinary citations under the Carrier's attendance related policies?
- A17. If the Employee is admitted to the hospital, then it will not result in any form of disciplinary points, demerits or disciplinary citations under the Carrier's attendance policy or guidelines.
- Q18. Regarding the issue of absences relating to surgeries not resulting in any form of disciplinary points, demerits or disciplinary citations under the Carrier's attendance related policies, does this include non-emergency and/or outpatient surgeries?
- A18. Yes.
- Q19. What is the definition of the term "unassigned" noted in Paragraph 2 of Side Letter #3?
- A19. Regardless of Carrier terminology, all Employees working in rotating pool and extra board service (including combination road/yard extra boards), whether or not they have voluntary or mandatory rest days or assigned days off, are considered "unassigned" for purposes of Side Letter #3.
- Q20. If a routine or preventive visit is initially scheduled and approved as described in Side Letter #3, does the Carrier have discretion to withdraw their approval at a later date?
- A20. No.
- Q21. If a routine or preventive visit is cancelled and/or rescheduled by the Employee's provider after the Employee marks off to attend the visit, will the Employee be subject to any form of disciplinary points, demerits or disciplinary citations under the Carrier's attendance related policies?
- A21. No. However, the Carrier may require documentation verifying that the visit was scheduled as reported by the Employee and then cancelled by the provider after the Employee had marked off.

Q22. Are holidays referenced in Side Letter #3 referring to the actual day of the holiday, or the day the holiday is observed (if different from the day of the holiday)?

A22. Side Letter #3 refers to the day of the holiday (regardless of the day on which it is observed).

Q23. With respect to hospital admissions and surgeries, will Employees also be allowed unpaid time off for follow-up visits connected with the hospital admission or surgery (e.g., exams, physical therapy, lab testing, etc.) without being subjected to any form of disciplinary points, demerits or disciplinary citations under the Carrier's attendance related policies?

A23. For a follow-up visit, Employees may request to use one of the three (3) visits for routine and preventive medical care, as outlined in Side Letter #3.

Q24. Are Employees required to mark up after a routine or preventive visit as contemplated by Side Letter #3, or will they be automatically marked up at a specific time?

A24. This will be determined by the provisions of the on-property agreement governing mark up and mark off rules.

Q25. Is there a "cap" on the number of "hospital admissions and surgeries" covered by the 4th paragraph of Side Letter #3?

A25. No.

Q26. Will the routine and preventive visits described in Side Letter #3 be available to Employees in assigned service if their off days don't provide the opportunity to schedule appointments, on either assigned off days, for routine and preventive medical care visits?

A26. Routine and preventive visits described in Side Letter #3 do not apply to Employees in assigned service, unless otherwise agreed upon by the Carrier and the Union representative.

Q27. Will emergency dental or vision procedures qualify as absences relating to hospital admissions and surgeries?

A27. Yes. Emergency dental or vision procedures would qualify under Side Letter #3 if they require a hospital admission and/or surgery.

Q28. Do routine and preventive medical care occurrences as outlined in Side Letter #3 affect eligibility for Professional Performance Incentives (PPI) or any other attendance or performance based bonus?

A28. Unpaid absences related to routine and preventive care visits under Side Letter #3 will be handled in the same manner as other non-compensated absences, pursuant to the applicable on-property agreement, unless otherwise mutually agreed upon by the parties.

Q29. Are Employees in rotating pool and extra board service (see Q&A 20) who already have assigned rest days and those who already work under earned rest agreements (such as but not limited to the 4&2 work/rest cycle) entitled to the unpaid scheduled days off for routine and preventive visits as described in Side Letter #3?

A29. Yes.

Q30. If an Employee marks off sick, and then is admitted to the hospital or has surgery during the mark off, will the provisions of Side Letter #3 relating to hospital admissions and surgeries apply?

A30. Yes.

Q31. Can previous marks off be removed from an Employee's record? In other words, can the mark-offs identified in Side Letter #3 be removed retroactively?

A31. Side Letter #3 will become effective on the date the National Agreement is ratified, and will only apply to mark offs occurring on or after that date.

Q32. Once requested (at least 30 days prior), how long will the Carrier have to approve or decline requests for routine and preventive visits?

A32. Specific details regarding the timeline to approve or deny requests will be developed in the on-property implementation discussions required by Side Letter #3.

Q33. Are all train and engine service Employees covered under the provisions of Side Letter #3 relating to approved medical leaves of absence, and absences relating to hospital admissions and surgeries?

A33. Yes.

ARTICLE IV – PERSONAL LEAVE

Q1. If an Employee elects to use the additional paid day off on their birthday, can the day be denied if the Employee's birthday falls on a recognized holiday?

A1. No. The Employee will be awarded the day off, which will then be subject to the rules associated with scheduled vacation.

Q2. In the above example where an Employee elects to use the additional paid day off on their birthday, which also falls on a recognized holiday, is the Employee entitled to claim holiday pay if they were scheduled to work, and/or would the Employee be entitled to observe the holiday the day after if the Employee's assignment is annulled due to the holiday?

A2. Holiday qualification rules are not changed by this Agreement.

Q3. If an Employee elects to use the additional paid day off on their birthday, will it be paid as a personal leave day or a single use vacation day?

A3. It will be paid in the same manner as a daily vacation day, unless the Employee does not have sufficient service in the preceding calendar year to qualify for paid vacation; in which case, it will be paid at the applicable basic daily rate for their class of service.

Q4. If an Employee elects to use the additional paid day off as a single use vacation day, how is the pay calculated?

A4. It will be paid in the same manner as established daily vacation day rules.

Q5. Can the Carrier force an Employee to use the additional paid day off when absent due to FMLA leave?

A5. No.

Q6. May Employees assigned to yard service or other classes of service elect to use the additional paid day off as a personal leave day, even if their assignment entitles them to holiday pay in lieu of personal leave days?

A6. Yes, however, the Employee must be assigned to a personal leave day assignment when the day is observed. If the Employee is not assigned to a personal leave day assignment, the day will be converted to a single use vacation day unless the Employee elects to bank/carryover the day (subject to existing rules regarding the same). The mechanics of implementing this provision are subject to further on-property discussion.

Q7. If an Employee elects to use the additional paid day off as a personal leave day, then the Employee is assigned to a job that does not receive personal leave days, will their personal leave day still be honored?

- A7. Yes, the time off will be honored, but the personal leave day will be converted to a single use vacation day.
- Q8. Will the additional paid day(s) off be provided retroactive to 2020? If so, will they be granted in the form of additional paid day(s) off, or will they be included in the Employees' retroactive pay? If included in retroactive pay, will they be paid at the applicable personal leave day rate, or the single use vacation day rate?
- A8. No. The additional paid day off will be provided starting in 2023.
- Q9. If the effective date of this Agreement is beyond the window for scheduling 2023 vacation, how will the 2023 additional paid day off be granted and calculated?
- A9. Employees who were not able to make an election during the 2023 vacation scheduling process will be given the opportunity to elect prior to the end of 2022 to use the additional paid day off on their birthday, provided the Carrier has fifteen (15) days' notice. If no election is made, they will be considered to have elected a single use vacation day. The mechanics of implementing this provision are subject to further on-property discussion.
- Q10. If a new-hire Employee with no previous year's earnings elects to use the additional paid day off as a single use vacation day, how will this pay be calculated?
- A10. It will be paid as a personal leave day, at the applicable rate.
- Q11. If an Employee elects to use the additional paid day off as a personal leave day, can it be carried over from year to year?
- A11. This will be handled in accordance with the on-property agreement(s) governing personal leave days.
- Q12. If an Employee elects to use the additional paid day off as a personal leave day, would compensation for that personal leave day be deducted from any monetary payments in the form of guarantee and/or performance bonuses?
- A12. This will be handled in accordance with the on-property agreement(s) governing personal leave days.
- Q13. If an Employee elects to use the additional paid day off on their birthday or as a single use vacation day, would receipt of pay for that day count for purposes of health & welfare eligibility?

A13. Yes.

Q14. Is the intent of Article IV to grant 1 additional paid day off for each year of the term of this Agreement, or will Employees continue to receive the additional paid day off beyond January 1, 2025?

A14. Beginning in 2023, Employees will receive 1 additional paid day off per calendar year in accordance with Article IV. This 1 additional paid day off per calendar year will continue each year until or unless a different Agreement is reached by the parties.

Q15. In the case of personal leave days, will the additional paid day off be subject to existing requirements for a certain number of starts in the preceding calendar year? In the case of daily vacation days and/or birthdays, will the additional paid day off be subject to existing vacation qualification requirements?

A15. No. The requirement to receive the additional paid day is to perform compensated service at any time in the year in which the additional paid day off will be used.

Q16. How will the additional paid day off be bid during the previous year's vacation scheduling and what restrictions will be placed on it being awarded? Can it be used any time during the year or only as late as the Employee can hold?

A16. This will be handled in accordance with the on-property agreement(s) governing personal leave days or single use vacation days, as applicable.

Q17. Is there a penalty if the Carrier denies the additional paid day?

A17. This will be handled in accordance with the on-property agreement(s) governing personal leave days, single use vacation days, or scheduled vacation, as applicable.

Q18. If an Employee elects to observe the additional paid day off on their birthday under Article IV, paragraph (c), will the time off be automatically approved?

A18. Yes, subject to rules associated with scheduled vacation.

Q19. If an Employee elects to use the additional paid day off on their birthday under Article IV, paragraph (c), then they are working an assignment that provides that day off, will they have the option to change their additional paid day off back to a Personal Day or Daily Vacation and use it at a later date?

- A19. No. The election on how to use the additional paid day off must be made during the prior year's vacation scheduling process.
- Q20. If an Employee's birthday falls on their assigned rest day(s), who decides whether they observe their additional paid day off under Article IV, paragraph (c) before or after those rest day(s)?
- A20. This will be subject to existing rules associated with scheduled vacation.

ARTICLE V – SCHEDULED DAYS OFF

- Q1. May a General Committee's proposal include multiple versions of voluntary assigned days off rather than a single system (e.g., a proposal that gives Employees in unassigned pool service the choice between a 6 and 3, 11 and 4, 4 and 1, and/or a 6 and 2 work/rest cycle, versus a proposal that gives them 5 and 2 only)?
- A1. General Committees may serve Notices proposing such agreements, which would then be subject to the on-property bargaining, ratification, and/or binding arbitration provisions of Article V, except as limited by Side Letter #5.
- Q2. If the parties are unable to reach a ratified agreement on assigned days off within 180 days of the initial Union Notice, may the parties extend the 180-day period by mutual agreement?
- A2. Yes, with the understanding that beyond the initial 180-day period either party may declare an impasse and invoke the arbitration provisions of Article V, except as limited by Side Letter #5.
- Q3. After implementation of a voluntary assigned days off agreement, may either party serve additional Notices pursuant to Article V?
- A3. No, except by mutual agreement.
- Q4. Will the Union be permitted to serve Notice on the Carrier of its desire to establish rules for voluntary assigned days off for extra boards (including combination road/yard extra boards, if applicable,) covering thru freight road service?
- A4. Yes, pursuant to the timeline in Article V, except as limited by Side Letter #5.
- Q5. Will observing voluntary assigned days off result in a deduction of monetary guarantees, in situations where pools and/or extra boards provide such guarantees?
- A5. This will be subject to on-property bargaining in accordance with Article V, except as limited by Side Letter #5.

- Q6. How will the number and frequency of scheduled days off be determined?
- A6. Scheduling and frequency is subject to on-property negotiations as outlined by Article V, except as limited by Side Letter #5.
- Q7. Does Article V apply to extra boards?
- A7. Article V applies to all thru freight road service, including extra boards that protect thru freight road service.
- Q8. Does the Union's Notice under Article V of this Agreement have to represent all locations under the jurisdiction of the General Committee of Adjustment, or can it be done by individual location(s)?
- A8. The General Committees of Adjustment may serve Notice(s) on a General Committee wide basis. However, nothing prevents the General Committees from including location-specific proposals in the Notice.
- Q9. Where agreements are reached pursuant to Article V, will observing voluntary rest days be mandatory or optional?
- A9. Where voluntary rest days are included in an agreement reached under Article V, observing these rest days will be subject to the terms of the applicable agreement. To the extent the agreement results from interest arbitration, the parties agree that Article V does not permit an arbitrator to impose mandatory days off.
- Q10. Will assigned days off begin and end at the same time?
- A10. This will be subject to on-property bargaining in accordance with Article V, except as limited by Side Letter #5.

ARTICLE VI – AUTOMATED BID SCHEDULING

- Q1. If the Carrier elects to serve Notice to the Union of its desire to establish automated bid scheduling rules, is their Notice limited to the items specifically listed in Article VI, or may they serve Notice on other work rules?
- A1. The Carrier may serve a Notice to implement the Automated Bid Scheduling agreement described in (a) – (d) of Article VI as limited in Side Letter #5, and, in doing so, may identify any Carrier-specific implementation matters that it believes must be addressed in connection with such

implementation. However, there is nothing that precludes the parties from bargaining over additional work rules, provided that there is mutual agreement to do so.

Q2. After implementation of an automated bid scheduling agreement, may the Carrier serve additional Notices pursuant to Article VI?

A2. No, except by mutual agreement.

Q3. If the parties are unable to reach a ratified agreement on automated bid scheduling rules within 180 days of the initial Carrier Notice, may the parties extend the 180-day period by mutual agreement?

A3. Yes, with the understanding that beyond the initial 180-day period either party may declare an impasse and invoke the arbitration provisions of Article VI.

Q4. In situations where existing on-property vacation agreements provide weekly/block vacation rules that begin and end at times other than 12:01 a.m. and 11:59 p.m., will those established rules remain in effect and not be subject to Notices served by the Carrier pursuant to Article VI?

A4. Article VI(d)(2) is intended to permit the parties to agree to vacation begin and end times other than 12:01 a.m. and 11:59 p.m., subject to the ratification and binding arbitration rules provided for in Article VI, except as limited by Side Letter #5.

Q5. Regarding Article VI(a)(3) which places responsibility on the Employee to access the Carrier's system to determine if their assignment has changed, will the Carrier also send notifications to Employees if and/or when their assignments change?

A5. This will be determined by existing on-property agreement(s), or will be determined by the provisions of the on-property agreement(s) reached pursuant to Article VI, as limited by Side Letter #5.

Q6. Upon returning from weekly/block vacation, how will Employees be placed to assignments?

A6. This will be determined by the provisions of the existing on-property agreement(s), or will be determined by the provisions of the on-property agreement(s) reached pursuant to Article VI, as limited by Side Letter #5.

Q7. In situations where existing on-property vacation agreements provide the opportunity for weekly/block vacation to be taken outside of the prescribed weekly/block vacation dates and times

and/or coincide with assigned rest days, will those established rules remain in effect and not be subject to Notices served by the Carrier pursuant to Article VI?

- A7. Such agreements will be subject to Carrier Notices pursuant to Article VI, as limited by Side Letter #5, and subject to the ratification and/or binding arbitration provided for in Article VI.
- Q8. Where automated bid scheduling agreements are implemented pursuant to Article VI, will the Union be provided the opportunity to review bids and awarded assignments after the agreed upon date for the close of bidding, prior to the agreed upon adjustment date?
- A8. This will be determined by the provisions of the on-property agreement(s) reached pursuant to Article VI, except as limited by Side Letter #5.
- Q9. If an Employee does not submit a sufficient number of job selections to ensure placement on any assignment or if they are not placed on any assignment due to seniority, how will they be handled?
- A9. This will be determined by the provisions of the on-property agreement(s) reached pursuant to Article VI, except as limited by Side Letter #5.
- Q10. Is the intent of Article VI to eliminate the opportunity for Employees to bump and displace each other (where applicable)?
- A10. Automated bid scheduling agreements are intended to amend existing agreements that provide for bumping and displacements and will be subject to on-property bargaining in accordance with Article VI, except as limited by Side Letter #5. Placement of Employees onto assignments will continue to be governed by the Employees' seniority, qualifications, and job preferences.
- Q11. Is the intent of Article VI to eliminate extra boards?
- A11. No.
- Q12. What will happen when Employees are awarded and placed on a new assignment with a scheduled start time, and they are observing federally mandated rest at the on-duty time of that assignment?
- A12. Federally mandated rest, including RSIA unavailability, must be observed. However, the determination as to if/when the Employee should report for duty upon becoming rested will be governed by the provisions of the on-property agreement(s) reached pursuant to Article VI, except as limited by Side Letter #5.

Q13. If an Employee subject to automated bid scheduling works into his or her weekly/block vacation, will that vacation be extended or will this time be lost?

A13. This will be determined by the provisions of the on-property agreement(s) reached pursuant to Article VI, except as limited by Side Letter #5.

Q14. If a Carrier serves Notice to the Union under Article VI, will they be served on a property-by-property basis, or a system wide basis?

A14. Carriers may choose to serve such Notices on either basis.

Q15. Does Article VI give the Carrier the right to implement the Automated Bid Scheduling on any trial/test basis, or must this be negotiated?

A15. It must be negotiated and ratified, or arbitrated in accordance with the provisions of Article VI, except as limited by Side Letter #5, unless the parties mutually agree otherwise.

ARTICLE VII – POOLS AND EXTRA BOARD

Q1. If the Carrier elects to serve Notice to the Union of its desire to implement pool and extra board rules, is their Notice limited to the items specifically listed in Article VII, or may they serve Notice on other work rules?

A1. The Carrier may serve a Notice of its intent to implement some or all of the items listed in Article VII, except as limited by Side Letter #5, and, in doing so, may identify any Carrier-specific implementation matters that it believes must be addressed in connection with such implementation. However, there is nothing that precludes the parties from bargaining over additional work rules, provided that there is mutual agreement to do so.

Q2. Where a self-supporting pool is implemented pursuant to Article VII, will Employees on those assignments be expected to protect assignments outside of that self-supporting pool?

A2. No, except in the normal course of vacancy procedures/running calling decisions, as authorized by existing agreements, or by mutual agreement.

Q3. After implementation of pool and extra board agreements, may the Carrier serve additional Notices pursuant to Article VII?

A3. No, except by mutual agreement.

- Q4. If the parties are unable to reach a ratified agreement on pool and extra board rules within 180 days of the initial Carrier Notice, may the parties extend the 180-day period by mutual agreement?
- A4. Yes, with the understanding that beyond the initial 180-day period either party may declare an impasse and invoke the arbitration provisions of Article VII, except as limited by Side Letter #5.
- Q5. If the Union elects not to serve Notice under Article V and the Carrier elects to serve Notice under Article VII(a) and/or (b), will the provisions of (c)(1) ensure that the affected Employees are provided with one or more of the items listed in (c)(1)(a) – (c)?
- A5. Yes.
- Q6. Under Article VII(c)(1)(a), may a Carrier propose an opportunity for Employees to observe rest outside the requirements of the RSIA that includes assigned days off?
- A6. Yes, pursuant to Article VII(c)(1)(a).
- Q7. May Article VII(c)(1)(b) provide the opportunity for Employees to trade assignments for a single tour of duty, for the entire duration or the remaining portion of an automated bid cycle (where such rules are in effect), or both?
- A7. This may be determined by the provisions of the on-property agreement(s) reached pursuant to Article VII, except as limited by Side Letter #5.
- Q8. May Article VII(c)(1)(b) provide the opportunity for Employees to trade road and yard assignments?
- A8. This may be determined by the provisions of the on-property agreement(s) reached pursuant to Article VII, except as limited by Side Letter #5.
- Q9. May Article VII(c)(1)(b) provide the opportunity for Employees to trade assignments between crafts, provided that both crafts are covered by such agreement(s) and the involved Employees are qualified in the respective crafts?
- A9. This may be determined by the provisions of the on-property agreement(s) reached pursuant to Article VII, except as limited by Side Letter #5.
- Q10. Are assignment trades under Article VII(c)(1)(b) subject to prior review and/or approval by anyone other than the involved Employees, and if so, who?

- A10. This may be determined by the provisions of the on-property agreement(s) reached pursuant to Article VII, except as limited by Side Letter #5.
- Q11. When trading assignments under Article VII(c)(1)(b), will the involved Employees be limited in their abilities depending on their availability status?
- A11. This may be determined by the provisions of the on-property agreement(s) reached pursuant to Article VII, except as limited by Side Letter #5.
- Q12. Where self-supporting pools are established pursuant to Article VII, will those pools include a monetary or mileage guarantee?
- A12. This may be determined by the provisions of the on-property agreement(s) reached pursuant to Article VII, except as limited by Side Letter #5.
- Q13. What will be the basis for determining pool and extra board staffing?
- A13. This may be determined by the provisions of the on-property agreement(s) reached pursuant to Article VII, except as limited by Side Letter #5.
- Q14. Will Article VII result in elimination of foot-of-the-board provisions of existing agreements (where already in effect)?
- A14. This may be determined by the provisions of the on-property agreement(s) reached pursuant to Article VII, except as limited by Side Letter #5.
- Q15. Is the intent of Article VII to create multi-directional pools?
- A15. No.