

AGREEMENT

BETWEEN THE

WHEELING & LAKE ERIE RAILWAY

AND THE

BROTHERHOOD OF LOCOMOTIVE ENGINEERS AND TRAINMEN

REPRESENTING THE

ENGINEER EMPLOYEES CLASSIFIED HEREIN

EFFECTIVE January 18, 2019

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PREAMBLE

Wheeling & Lake Erie Railway Company (hereinafter "WLE RR" or "Carrier") is grounded upon an effort to preserve continuous rail service which differs from the historical structure and practices employed by major trunk line railroads. As WLE RR and the Brotherhood of Locomotive Engineers and Trainmen (hereinafter BLET or "Organization") wish to preserve the flexibility and differences that are vital to WLE RR's viability and success, the following Agreement between WLE RR and the BLET recognizes the unique concepts and conditions that WLE RR has employed.

WLE RR and its employees also recognize that they have a common and sympathetic interest in the railroad industry. They agree that a working system of harmonious relationships is necessary to maintain a rapport between the Carrier and the employees (Locomotive Engineers) as well as customers and the public.

In addition, the Carrier and the BLET mutually maintain and agree that a spirit of goodwill and cooperation between the Locomotive Engineers, the Carrier and their respective representatives is essential to the safe and efficient operations, and all concerned should so conduct themselves so as to promote that spirit.

Therefore, in consideration of the mutual promises and agreement herein contained, all concerned parties mutually agree as follows:

ARTICLE 1

SCOPE

(a) The term "employee" as herein referred shall include all WLE RR Locomotive Engineers. The terms "Carrier" or WLE RR shall mean the Wheeling & Lake Erie Railway Company. The terms "Organization" or "BLET" shall mean the Brotherhood of Locomotive Engineers and Trainmen.

(b) The right to make and assert contract interpretation between the Carrier and the Organization covering rules, rates of pay and working conditions on behalf of employees covered by this Agreement shall be vested in the regularly constituted General Committee of Adjustment of the BLET.

(c) Where the term "duly accredited representative" appears herein, it shall be understood to mean the General Chairman, Local Chairman, or other representative, of the Organization designated by the General Chairman.

(d) The masculine or feminine gender wherever either is used herein shall be construed to include both masculine and feminine, and the singular shall be construed to include both the singular and plural unless the context clearly indicates otherwise.

(e) The provisions herein shall be applied by the WLE RR and the BLET so as to afford opportunities in employment, promotion, and all other terms and conditions of employment without discrimination because of race, religion, creed, color, national origin, sex, age, disability or ancestry. Moreover, the parties recognize that the Americans With Disabilities Act requires the WLE RR and the BLET to make efforts to reasonably accommodate qualified disabled applicants and/or employees.

(f) The provisions herein shall constitute a Labor Agreement between the Wheeling and Lake Erie Railway Company and the Brotherhood of Locomotive Engineers and Trainmen Union and shall be uniformly applied to all locomotive engineers collectively, except where otherwise specifically provided for herein.

(g) This Agreement will apply to the work or service of transporting freight performed by the employees specified herein. The operation of locomotives, trains or any work historically locomotive engineer's work, regardless of method of operation, type of motive power or remote control is considered locomotive engineer's work, including work of locomotive engineers performed on main lines, branch lines, or within yard facilities.

(h) It is understood that the duties and responsibilities of locomotive engineers will not be assigned to others. If a new type of locomotive or motive power is placed in service, locomotive engineers will be instructed in the operation of the new type of locomotive power used to operate it. This will be done while the locomotive engineer is under pay.

(i) The BLET recognizes the unique concept in regional railroading of being able to provide immediate service to their customers on short notice. In recognition of this concept, the BLET is agreeable to Carrier officials and management providing service, without restriction, when the Carrier deems that reasonable attempts, as described in Articles 10 (f) and 11 (b) are complied with, to acquire manpower are exhausted and the service is related to an emergency or is incidental or performed to expedite service. (Carried over from the 1993 Agreement.)

(j) "On Duty Point" is a place where locomotive engineers normally go on and off duty. Employees shall have designated points for going on and off-duty. When employees are relieved from a duty assignment at points other than the starting and off-duty points, the Carrier shall provide adequate and safe transportation to the starting or off-duty point, and their pay shall continue until they return to their designated on or off-duty point.

ARTICLE 2

RATES OF PAY

Craft and pay classification	Current rate	Upon signing		1/1/2020		1/1/2021		1/1/2022	
		Increase	Rate	2%	Rate	2%	Rate	2%	Rate
Student Engineer	\$16.75	\$5.75	\$22.50	\$0.45	\$22.95	\$0.46	\$23.41	\$0.47	\$23.88
Locomotive Engineer with conductor / brakeman	\$18.53	\$5.37	\$23.90	\$0.48	\$24.38	\$0.49	\$24.87	\$0.50	\$25.37
Locomotive Engineer with conductor only or remote push/pull service	\$18.96	\$5.54	\$24.50	\$0.49	\$24.99	\$0.50	\$25.49	\$0.51	\$26.00
Locomotive Engineer with conductor and remote in regular service	\$19.27	\$5.59	\$24.86	\$0.50	\$25.36	\$0.51	\$25.86	\$0.52	\$26.38
Locomotive Engineer working alone	\$19.83	\$5.75	\$25.58	\$0.51	\$26.09	\$0.52	\$26.61	\$0.53	\$27.15
Locomotive Engineer working alone with remote	\$20.27	\$5.88	\$26.15	\$0.52	\$26.67	\$0.53	\$27.20	\$0.54	\$27.75

Craft and pay classification	1/1/2023		1/1/2024		1/1/2025		1/1/2026		Total per hr.
	2%	Rate	3%	Rate	3%	Rate	3%	Rate	
Student Engineer	\$0.48	\$24.35	\$0.73	\$25.09	\$0.75	\$25.84	\$0.78	\$26.61	\$9.86
Locomotive Engineer with conductor / brakeman	\$0.51	\$25.87	\$0.78	\$26.65	\$0.80	\$27.45	\$0.82	\$28.27	\$9.74
Locomotive Engineer with conductor only or remote push/pull service	\$0.52	\$26.52	\$0.80	\$27.32	\$0.82	\$28.13	\$0.84	\$28.98	\$10.02

Craft and pay classification	1/1/2023		1/1/2024		1/1/2025		1/1/2026		Total per hr.
	2%	Rate	3%	Rate	3%	Rate	3%	Rate	
Locomotive Engineer with conductor and remote in regular service	\$0.53	\$26.91	\$0.81	\$27.71	\$0.83	\$28.55	\$0.86	\$29.40	\$10.13
Locomotive Engineer working alone	\$0.54	\$27.69	\$0.83	\$28.52	\$0.86	\$29.38	\$0.88	\$30.26	\$10.43
Locomotive Engineer working alone with remote	\$0.55	\$28.30	\$0.85	\$29.15	\$0.87	\$30.03	\$0.90	\$30.93	\$10.66

(a) Eight (8) hours or less shall constitute a single day's work or tour of duty except as provided for in Article 6.

(b) All employees shall be paid at the rate of one and one-half (1-1/2) times the basic hourly rate for time worked in excess of eight (8) hours in a workday except as provided for in Article 6.

(c) Extra employees who have worked five (5) days in a work week shall be paid one and one-half (1-1/2) times the basic hourly rate for hours worked on the sixth or seventh day of their work week.

(d) When pilot locomotive engineers are required for engine service, they will come from the ranks of locomotive engineers if available and will be paid locomotive engineers' rates of pay.

(e) Signing bonuses shall be paid, based on hire date and years of service on the day of signing the Agreement, as follows:

- Fifteen (15) or more years of service \$15,000
- Ten (10) to fourteen (14) years or more of service \$12,500
- Five (5) to nine (9) years or more of service \$10,000
- Four (4) years or more of service \$8,000
- Three (3) years or more of service \$6,000
- Two (2) years or more of service \$4,000
- One (1) year or more of service \$2,000

QUESTIONS AND ANSWERS

Q-1: Define what a remote push/pull operation is?

A-1: A remote push/pull operation allows locomotive engineer to operate other locomotive(s) strategically placed in his train, from the operating locomotive consist.

Q-2: Define what regular remote service is?

A-2: Regular remote service is when the locomotive engineer is required to operate any type of remote operation from the ground position, except for changing the controlling ends.

Q-3: What rate of pay will a locomotive engineer receive if circumstances change during his tour of duty which affects his rate of pay?

A-3: The locomotive engineer will receive the highest rate applicable to that tour of duty.

ARTICLE 3

HELD AWAY FROM HOME TERMINAL

Transportation employees held away from their home terminal will be paid for actual time so held after expiration of sixteen hours from the time relieved from previous duty. They will be paid straight time at the same rate of pay as their previous duty on a minute by minute basis for up to eight hours then if held an additional sixteen hours, employees would again be paid actual straight time for up to a maximum of the next succeeding eight hours, etc.

When an employee is called for service or ordered to deadhead, held away from home terminal pay shall cease at the time pay begins for actual service or deadheading.

ARTICLE 4

SENIORITY

(a) The WLE will constitute a single seniority district.

(b) Current employees -

The WLE RR seniority roster in effect as of the undersigned date of execution of this agreement for employees covered by this agreement shall constitute the initial roster under this agreement.

New Hires -

New hires will establish seniority as of the first day of any compensated service as a locomotive engineer, or first day of engineer training class. Two or more employees entering service on the same date will be added to the roster on the basis of the date and time of the administering of the drug screen.

All newly hired employees shall serve a probationary period of one hundred-twenty (120) days from the date of first service performed with the Carrier. During this probationary period, the probationary employee may be dismissed at the Carrier's sole discretion without investigation procedures provided in Article 19. Subject to limitations contained in the Carrier's policies or plans on the effective date of this Agreement, probationary employees shall be eligible for benefits or rights as provided in Article 24 of this Agreement.

(c) Seniority shall govern the right to work positions, assignments, and vacation.

(d) A seniority roster of engineers showing date of employment and promotion shall be posted at all designated on/off duty points in January of each year over the signature of the designated Carrier officer. The Local and General Chairperson shall be furnished copies. (A Statute of Limitations of sixty (60) days from and after the date of posting of the roster is hereby fixed to take up or appeal a case of seniority. If sixty (60) days has elapsed without any protest having been filed in such case, it cannot be taken up by the committee or Carrier.)

(e) Employees leaving the service of Carrier shall, upon request and within a reasonable period of time, be given a service letter signed by the designated Carrier officer showing the time of service and the capacity in which employed.

(f) Employees shall not be permitted to waive their seniority standing and promotional responsibilities, except as prescribed in Article 37 (b).

(g) The entire railroad system shall constitute a single seniority district over which employees must exercise their seniority to positions, subject to the provisions provided for herein.

(h) The Carrier and the BLET recognize that the Carrier's qualified train service employees are its primary source from which the Carrier will select candidates for future engineer

training. All train service employees hired after 1/1/07, are required to accept promotion to the position of locomotive engineer. Employees are required to train as an engineer in seniority order. Employees who fail to successfully complete the locomotive engineer training program will be subject to termination.

(i) Employees accepting full time official positions with the Carrier or the organization shall retain and continue to accumulate seniority. Employees accepting an elective or appointive public office for which a competitive examination is not required, will likewise retain and continue to accumulate seniority. Employees who voluntarily or involuntarily leave such positions and return to service within thirty (30) calendar days thereafter, shall be permitted to exercise their seniority.

(j) Employees drafted or enlisting for military service will maintain their seniority for the length of one enlistment or one draft period.

(k) Employees who are on disability leave or an approved leave of absence will retain and accumulate seniority rights during the period of such leave.

QUESTIONS AND ANSWERS

Q-1: How will selected trainmen by the Carrier establish seniority as an engineer on the Engineers' Seniority Roster?

A-1: He will establish seniority as an engineer and be placed on the roster for that specific engineer training class based on the trainmen's roster.

Q-2: Will senior trainmen attending a subsequent engineer training class be placed ahead of junior trainmen who were already promoted as a locomotive engineer from a previous engineer training class?

A-2: No.

Q-3: Can the WLE hire locomotive engineers from outside sources?

A-3: Yes.

ARTICLE 5

EXERCISE OF SENIORITY

(a) An employee shall be allowed to exercise seniority from one assignment to another under the following conditions:

- (1) when a permanent vacancy exists;
- (2) when displaced by a senior employee, as permitted by this Agreement;
- (3) when a position is abolished; or
- (4) when the employee has occupied an assignment for sixty (60) days (see sixty (60) day displacement request below).

(b) Sixty Day Displacement Request -

In lieu of advertising, all locomotive engineer positions each spring and fall, at the change of time, the following will apply:

An employee holding the same assignment for sixty calendar days, or more, shall have the right of displacing a junior employee.

Once a job assignment has been advertised and awarded, no engineer can bump onto that job assignment for a period of fourteen (14) days from the date it was awarded unless the engineer was displaced through no fault of his own. An engineer wishing to make a sixty (60) day displacement may not displace any engineer on a position if that job was awarded within the previous fourteen (14) days. An engineer bidding off a job and thereby creating a vacancy may not bid back onto the vacancy he created. Employee awarded assignment will be placed on the assignment immediately. The employee awarded the position must report on the next run, subject to hours of service regulations.

Those desiring to exercise such displacement rights shall fax a written request, on prescribed form, to crew dispatcher at Brewster, Ohio. The request will be verified, and if valid, will be effective on the last day of the employee's current work week. Requests received less than twenty-four (24) hours prior to the end of their work week will be effective at the end of the following work week.

Upon notification, employees who are displaced must then exercise seniority within 24 hours. Those employees who fail to exercise seniority within the prescribed time shall be placed on the extra board closest to their residence, seniority permitting.

(1) At such time, and so long as the Carrier makes the items of information listed below available to employees electronically via the internet and computer terminals, employees who are displaced will have twenty-four (24) hours from the time notified that they are displaced to place themselves on another job/assignment in accordance with the rules governing bidding and displacement. The items of information are:

- * Extra trains to be called
- * Available vacancies
- * All assignments, extra boards, bump lists and the employees assigned thereto, respectively
- * All employees who are off, and
- * All job bulletins in effect and those pending.

Note – Notification will be by personal contact and/or computer system.

(c) An employee exercising seniority from one assignment to another must do so at least four (4) hours before the starting time of the assignment to which seniority is exercised.

(d) No pay shall be allowed for any deadheading which results from the exercise of seniority under this Article except when the employee who is being displaced received deadhead pay to the assignment. Such employee shall also receive deadhead pay when being displaced, if the employee was not regularly assigned.

QUESTIONS AND ANSWERS

Q-1: When does the 24-hour period start for an employee who is notified while on duty?

A-1: The 24-hour clock starts at the end of the employee's tour of duty that day. The 24-hour clock for an employee working a layover assignment starts at the end of the employee's tour of duty at his home terminal.

ARTICLE 6

ASSIGNMENTS

(a) All assignments shall be bulletined to operate for not less than five (5) consecutive calendar days per week except as provided for in paragraph (e) of this Article. All assignments in the future to be advertised as four (4) or six (6) day assignments will be discussed with the Local Chairman.

(b) The work week for regular assigned employees shall commence on the first day on which the assignment is bulletined to work. The work week for extra employees shall commence at 12:01 a.m. Saturday of each calendar week.

(c) In the application of paragraph (a) and (e) of this Article, when assignments are annulled for any reason for one (1) day or more, employees holding positions thereon shall be allowed one (1) basic day's pay at the applicable rate of the position held for each day or days such assignments are annulled, except as provided in paragraph (f) of this Article. Such payment shall

be included in regular paycheck for that pay period.

(d) The Carrier shall not annul regular assignments and operate extra assignments in lieu thereof except in extenuating circumstances as described in paragraph (f) of this Article.

(e) Assignments may be advertised for a four (4) day tour of ten (10) hour days, with overtime being paid after ten (10) hours in a given work day and/or after forty (40) hours worked in a given work week to the regular assigned employees. Days worked in excess of four (4) will be paid at the time and one-half rate of pay.

(f) When assignments are to be abolished or annulled on work days or holidays, employees assigned thereto shall be notified during the preceding tour of duty, except in emergency conditions such as derailments, fire, labor dispute, or Act of Providence (flood, storm, etc.).

(g) Engineers will have one designated home terminal for each assignment, except as otherwise agreed upon by the General Chairman and designated Carrier official.

(h) Lists of all regular jobs on the WLE and the employees assigned to them will be posted at all crew reporting locations. These lists will be updated each Monday by 1300 and faxed to the locations.

(i) The Carrier will establish a work/rest schedule providing one mandatory scheduled day off each week for employees assigned to extra boards. The assignments will be advertised in accordance with Article 7.

(j) When bulletining positions, the Carrier shall identify the likelihood of the job laying over. The likelihood of layover shall be identified as either never, possible, or probable. An engineer assigned to a job classified as "possible" will be notified of layover requirement prior to the end of the previous tour of duty. A classification shall not restrict the Carrier from laying over any assignment in the event of an emergency. The Carrier is not required to confer with the Organization regarding classification of positions and time claims may not be presented regarding the classification of any job. Extra board employees must be prepared to layover at all times.

QUESTIONS AND ANSWERS

Q: If an employee is assigned to a four (4) day, ten (10) hour assignment, and then changes to a five (5) day, eight (8) hour assignment within the same pay period, what will he be paid?

A: He will be paid straight time for each day worked. Hours worked in excess of ten (10) or eight (8), respectively will be paid at the overtime rate of pay. Employees who have worked five (5) days in a work week shall be paid one and one-half (1 ½) times the basic hourly rate for hours worked on the sixth or seventh day of their work week.

ARTICLE 7

ADVERTISING AND FILLING VACANCIES

(a) Regular individual jobs and/or positions will be advertised when:

1. They become permanently vacant as defined herein
2. The days off change
3. The on and off-duty point change
4. The advertised reporting time permanently changed by more than two hours from the last advertised time or changed by more than 2 hours on 5 consecutive tours of duty

(b) Temporary vacancies are those vacancies which are due to illness, injury, vacation, and all other reasons except those referred to in paragraph (c) below. When a temporary vacancy (other than one due to vacation) has been open for ten (10) calendar days, it shall then be considered a permanent vacancy.

(c) Permanent vacancies are those vacancies created by retirement; death; dismissal; resignation; assignments on newly established runs; assignments vacated by employees taking other permanent vacancies; vacancies of more than ten (10) calendar days, excluding vacations; and, assignments vacated by employees exercising seniority under the provisions of Article 4 or 5 herein.

(d) Advertisements shall be posted for four (4) consecutive calendar days and shall contain the information required by Article 6 for the assignment involved. The advertisement shall indicate the last day and time by which bids are to be received by the designated Carrier officer. Generally, advertisements will close, and bids must be received by noon on the fourth calendar day of the bulletin period.

(e) An employee desiring to fill an advertised position shall submit his bid in writing to the designated Carrier officer requesting same. The senior qualified employee submitting the bid shall be assigned.

(f) A locomotive engineer who bids for and is awarded another assignment will not be permitted to bid for his former position until it has been filled and again advertised unless the position has been materially changed. He will be permitted to exercise his seniority to his former assignments if he is displaced from the position to which he bid.

(g) Employees bumping or bidding must be qualified to hold position. If no bids are received from qualified applicant, junior qualified person may be forced. For example, when no bids are filed for a permanent vacancy as an engineer, the junior engineer at that location shall be

assigned. Employees "bumped" or displaced for any reason must exercise their seniority and place themselves within 48 hours from time notified. Those employees who fail to exercise seniority within the prescribed time shall be placed on the extra board closest to their residence, or the next nearest extra board until able to hold, seniority permitting. At such time, and so long as the Carrier makes the items of information listed below available to employees electronically via the internet and computer terminals, employees who are displaced will have twenty-four (24) hours from the time notified that they are displaced to place themselves on another job/assignment in accordance with the rules governing bidding and displacement. The items of information are:

- * Extra trains to be called
- * Available vacancies
- * Information showing all assignments, extra boards, bump lists and the employees assigned thereto, respectively
- * All employees who are off, and
- * All job bulletins in effect and those pending.

The Carrier and Organization representatives will cooperate with respect to training employees as necessary so that employees are capable of accessing the information above.

Note – Notification will be by personal contact and/or computer system.

(h) Employees absent from service due to sickness, vacation or having been off duty during all four days of the bulletin period will have forty-eight (48) hours from time of reporting for service to make application for the position(s) bulletined during their absence, provided such position(s) has not been awarded to a senior employee.

(i) Temporary vacancies are never advertised. Temporary vacancies as engineer shall be filled by the first-out extra employee from the extra board having jurisdiction where the vacancy exists. If the assignment operates from a point where an extra board is maintained, the vacancy shall be filled each tour of duty by the extra employee first out at calling time of the assignment. If the assignment operates from a point where no extra board is maintained, the extra employee first filling the vacancy shall remain thereon until the regular employee reports or until displaced, not to exceed a seven (7) day hold down period.

(j) A displaced employee has the right to place himself on an open assignment. In doing so, it will generate an automatic bid for that assignment. The automatic bid for that assignment may not be pulled. If not successful bidder, the employee will have twelve (12) hours from close of bid to exercise seniority.

QUESTIONS AND ANSWERS

Q-1: When does the 24-hour period start for an employee who is notified while on duty?

A-1: The 24-hour clock starts at the end of the employee's tour of duty that day. The 24-hour clock for an employee working a layover assignment starts at the end of the employee's tour of duty at his home terminal.

ARTICLE 8

EXTRA BOARDS

(a) The Carrier has the right to establish, re-establish, maintain and abolish extra boards as management deems appropriate.

(b) All extra boards shall operate on a first-in, first-out basis.

(c) Extra employees shall be called for service not less than two (2) hours before the time required to report for duty.

(d) Missing Call -

Employees assigned to these extra boards are responsible for taking all calls on a "first in - first out" basis. Employees missing call will be held off the board for 24 hours then marked up at bottom of the list. Those who fail to protect or "miss calls" will be subject to the provisions of Article 19. If found to be in violation of the Carrier's rules in connection with failing to protect their assignment, the following will apply:

First offense:	verbal warning.
Second offense:	within twelve months of first offense - written warning with a copy to the Local Chairman.
Third offense:	within twelve months of first offense - five days suspension and a counseling session.
Fourth offense:	within twelve months of first offense - fifteen days suspension.
Fifth offense:	within twelve months of first offense - dismissed.

(e) Extra boards shall be regulated jointly by the Carrier and the Local Chairman for the sole purpose of attempting to provide each extra employee assigned thereto an opportunity to earn at least the (10) basic days' pay in each semi-monthly period. The Carrier shall make available the necessary data and records to the Local Chairman for the purpose of assisting in regulating the extra board. Extra boards will be regulated in the first instance by the Local Chairman with final approval of the Carrier.

(f) There shall be no guarantee of work or pay for extra employees.

(g) Whenever an extra employee is called for work and actually reports to work but is not used, two (2) hours minimum straight time pay, or actual time held will be allowed and any applicable allowances will be paid. Employee will be placed first out on extra board. It is understood that no payment will be made when notified prior to leaving home or lodging facility.

QUESTIONS AND ANSWERS

Q-1: The Carrier will establish a work/rest schedule providing one mandatory scheduled day off each week for employees assigned to extra boards. When does the rest day start and end for extra board employees?

A-1: The rest day for an extra board employee starts at midnight and ends twenty-four (24) hours later.

Q-2: What is the latest time that an employee on the board can be called for duty prior to observing his rest day?

A-2: The employee is subject to call until 2200 hours on the day prior to his scheduled rest day.

Q-3: What is the earliest time that an employee can be called for duty following his rest day?

A-3: The employee can be called at 12:00 midnight to perform service two hours later.

Q-4: What if the employee is currently on duty at midnight when his rest day is scheduled to begin?

A-4: The rest day will commence with the time that the employee docks and ends twenty-four (24) hours later.

ARTICLE 9

DEADHEADING

(a) An employee called to deadhead from one on duty point to another to fill vacancies at outlying points shall receive a straight time deadhead allowance designated in chart and mileage at IRS rate will be paid. Time spent traveling to outlying points will count as part of 12 hours in Hours of Service. Time spent returning from the outlying point shall be paid at continuous combined time as shown in chart. Extra board employees may be required to cover a continuous vacancy at all outlying points for a maximum of seven days. In this case, deadhead allowance and mileage will be allowed "to" the location on the first day of coverage and "from" the location on the last day of coverage. Example; Hartland extra board is exhausted; a man from Canton is sent to Hartland to cover vacancy for six days. A deadhead allowance of 1 hour and 30 minutes plus mileage at IRS rate would be paid for driving to Hartland the first day. A deadhead allowance of 1 hour and 30 minutes plus mileage at IRS rate would be paid for driving home from Hartland on the sixth day at continuous combined time. Lodging will be provided, and meal allowance paid consistent with Article 13 relating to away from home expenses. In lieu of the lodging and meal allowance, the engineer will have the option to accept fifteen dollars (\$15.00) per day allowance.

(b) The chart on the back of timeslips will be used when claiming deadhead pay to outlying points to cover extra board vacancies. The following example will be used when

claiming deadhead pay to outlying points to cover said vacancies.

(1) Example: The board at Brewster is exhausted and an employee is called from the Akron board to fill a 6:00 a.m. vacancy and works until 3:00 p.m.

The following would be allowed: Deadhead allowance of 45 minutes straight time from Akron to Brewster, plus auto mileage to and from Akron, eight hours straight time, overtime commences at 2:00 p.m. Deadhead allowance of 45 minutes at overtime rate from Brewster to Akron continuous combined time.

(c) New extra boards may be established and maintained if there is sufficient work available to warrant. Newly established extra boards will be placed up for bid, advertisement will list what vacancies will normally be covered.

ARTICLE 10

MARKING OFF & REPORTING

(a) Employees desiring to mark off from a regular assignment or the extra board must request and receive permission from a transportation department official if the period of time is to be more than 24 hours. Crew callers and train dispatchers may only allow mark-offs of 24 hours or less. In any case, mark offs shall be permitted only if sufficient manpower is available. Employees desiring to mark off must do so in compliance with Article 29. An employee marking off will be required to observe a compensated day if available.

(b) The starting time of employees shall commence at the time they are required to report for duty, and their pay shall continue until the time they are relieved from duty.

(c) Employees without a fixed starting time shall be called for not less than two (2) hours prior to the time required to report for duty, except in cases of emergency, such as floods, accidents, storms etc., where employees shall be required to report as soon as possible.

(d) Employees must provide themselves with a telephone in order to be called; however, in addition, employees may provide themselves with a cell phone by which the Carrier can contact them, provided that they respond within fifteen (15) minutes of the time of the Carrier's call to them. The parties understand and agree that the Carrier shall be required to accept no more than one telephone number and one cell phone number for each individual employee.

(e) Regular employees reporting for service after an absence (including vacation) must do so at least four (4) hours in advance of the starting time of their regular assignment. Employees must contact the crew dispatcher to mark up after an absence. Extra employees reporting for service shall be marked up for service at the time they report and shall be placed last out on the extra board.

(1) Regular employees assigned at outlying points must mark up for service during

the normal working hours of the assignment, or prior to docking if overtime is involved, on the day immediately preceding the date they intend to perform service if a hold down is in effect per Article 7 (i).

(f) If vacancies cannot be filled after all reasonable attempts, including utilizing all extra boards, furloughed boards, or other assignments, then qualified carrier officers may provide service to the customers freight which will be affected, without penalty. (Carried over from the 1993 Agreement.)

(g) Duly accredited BLET representatives engaged in union business shall be granted the right to mark off.

ARTICLE 11

CALLS

(a) Locomotive engineers called or required to report without being called and released without having performed service will be paid for actual time held with a minimum of two (2) hours.

(b) Regularly assigned locomotive engineers who are used in an emergency situation after having already performed compensation service on the day involved, will be paid for the actual time worked at time and one-half rate with a minimum of two hours.

NOTE: The term "emergency", as used in this paragraph, is defined as that situation that:

- (1) Involves or may cause delay to traffic because tracks are blocked.
- (2) Involves delay to trains.
- (3) Involves violation of laws or local ordinances.
- (4) Involves injury to person requiring prompt treatment or removal to hospital.
- (5) Involves service to a customer.

(c) If an employee does emergency work pursuant to this rule and by reason of such work is unable to work his regular assignment because of the Hours of Service Law, he will be paid eight hours pay for his regular assignment.

ARTICLE 12

HOURS OF SERVICE ACT

Locomotive engineers will not be cut off for rest under the Hours of Service except at locations where food and lodging are available. In such cases, the WLE will pay for the lodging and locomotive engineers will be paid expenses away from home as provided for in Article 13.

ARTICLE 13

AWAY FROM HOME EXPENSES

(a) When the Carrier ties up locomotive engineer employees for four (4) hours or more, such employee so tied up shall be provided suitable lodging at the Carrier's expense. The criteria for suitable lodging shall be worked out between the Carrier and the General Committee.

(b) When the Carrier ties up a crew, or individual member thereof, at other than the designated home terminal, for four (4) hours or more, each member of the crew so tied up shall receive a meal allowance of \$12.00. Additional meal allowances of \$12.00 each will be paid after the employee has been tied up for more than twelve (12) hours and every eight (8) hours thereafter. The meal allowance will be adjusted annually on the basis of the percentage change either upward or downward in the "consumer price index" for the "food away from home" index. The adjustment shall be based on the October report and shall be made on January 1 of each year.

(c) Extra board employees shall be provided with lodging and meal expenses in accordance with this Article governing the granting of such expenses to the crew they join.

ARTICLE 14

QUALIFYING, EXAMINATIONS, AND CONFERENCES

(a) Employees who are required to attend rule, rule recertification, safety, or instructional classes, shall, if possible, be afforded an opportunity to take same without loss of work.

(b) Except as otherwise provided in Article 2 herein, employees who are required to attend rule, rule recertification, safety, or instruction classes on their own time shall be paid time consumed, with a minimum of three (3) hours for each attendance, at the applicable rate of the position to which assigned.

(c) Employees who lost time as a result of being required to attend rule, rule recertification, medical, safety, or instruction classes shall be paid for all time lost.

(d) Conferences between officers of the W & LE and the designated Local Chairman

(men) of the B of LE will be held without expense to the W & LE. When the Local Chairman (men) are required to report at the direction of the W & LE, they will be compensated for the time consumed with a minimum of three (3) hours, and if required to lay off an assignment by reason of a conference, will be made whole for the missed assignment.

(e) Engineers who are required or instructed to qualify or who are force assigned to a regular assignment or extra list where it is necessary to qualify, will be compensated for such time qualifying as per Paragraph (g) of Article 14 herein.

(f) An engineer on a voluntary exercise of his seniority will not be compensated for any such time required to qualify.

(g) Local Chairman will meet with the Division Road Foreman and/or Rules Examiner to mutually agree upon the qualifying days' pay for each section of territory on the system.

QUESTIONS AND ANSWERS

These questions and answers are intended only as guidance and are in no way intended to include each possible circumstance arising under this provision nor to limit the Carrier's authority to interpret this provision.

Q-1: When the Local Chairman (men) attend an investigation, appeal, claims conference or counseling session, is the company required to pay for it?

A-1: No.

Q-2: When the Local Chairman (men) is required to attend a meeting to discuss safety issues, operational procedures where our recommendations are needed, customer related problems or any conference where the primary interest is a concern for the Carrier, will he be paid?

A-2: Yes.

Q-3: Are the items described above limited to the only items to be paid and/or not paid?

A-3: No, the Local Chairman (men) and the designated officer of the corporation may expand the items above by mutual agreement.

ARTICLE 15

ATTENDING COURT

Employees required to attend Carrier business such as attending court, giving depositions, and appearing before proper authorities, shall be paid for actual time consumed, with a minimum of three (3) hours, at the applicable daily rate and shall be allowed actual, reasonable and necessary expenses incurred, with the understanding that the employee shall furnish a written receipt for such expense before being reimbursed.

If such Carrier business does not take the full day and the employee is prevented from going out on his assignments, he shall be allowed lost time.

ARTICLE 16

JURY DUTY

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

- (a) An employee must furnish the Carrier with a statement from the court of jury allowances paid and the days on which jury duty was performed.
- (b) The number of days for which jury duty pay shall be paid is limited to a maximum of 60 days in any calendar year.
- (c) No jury duty payment shall be allowed for any day or days which are regularly scheduled off days or for which the employee receives holiday or vacation compensation, or other paid leave.
- (d) Employees shall not be required to work their assignments on days which jury duty is performed.

ARTICLE 17

SPECIAL BOARD OF ADJUSTMENT

(a) WLE and the BLET will create a S.B. of A. consisting of a neutral chairperson (the impartial arbitrator) appointed by mutual consent of the parties, a representative of the WLE RR and a representative of the BLET which will have exclusive jurisdiction over all final appeals in claims for compensation, discipline proceedings, or any dispute concerning the interpretation of this agreement.

Two signatures will be required to validate an award. The person appointed impartial arbitrator shall be subject to replacement by mutual consent of the parties and after the impartial arbitrator has served for one year by unilateral determination of either WLE or the BLET every year. If the office of the impartial arbitrator should become vacant, the parties will designate a new arbitrator as soon as practicable.

(b) In any case, where the members of the Board cannot agree, the scheduling of a hearing, the impartial arbitrator will unilaterally schedule such hearing.

ARTICLE 18

CLAIMS & GRIEVANCES

(a) All claims or grievances for schedule violations must be presented in writing on the Carrier time claim form to the office of the Officer designated by the Carrier to receive such within thirty (30) days from the date of occurrence on which the claim or grievance is based. If not filed within this time limit, the claim or grievance shall be considered to be "waived" and may not be processed or considered further and the matter shall be considered closed, but this shall not be considered a precedent or waiver of the contention of the employees or Carrier as to other similar claims or grievances. Should any such claim or grievance be disallowed, the Carrier shall within thirty (30) days from the date same is received, notify the employee or his representative of the reasons for such disallowance. If not so notified, the claim or grievance shall be allowed as presented, but this shall not be considered as a precedent or waiver of the contentions of the Carrier as to other similar claims or grievances.

(b) If a disallowed claim or grievance is to be appealed to the highest officer designated to handle claims or grievances, such appeal shall be taken in writing within sixty (60) days from receipt of notice of disallowance from the first officer of the Carrier. Should any appeal be disallowed, the Carrier shall within sixty (60) days from the date of receipt of the appeal notify the employee or his representative in writing of the reasons for such disallowance. Failing to comply with these provisions, the matter shall be considered closed, but this shall not be considered a precedent or waiver of the contention of the employees or Carrier as to other similar claims or grievances.

(c) The procedure outlined in paragraph (a) and (b) shall govern in appeals taken to each succeeding officer. A conference shall be held with the highest designated officer of the Carrier each ninety (90) days on all pending claims unless extended by mutual consent. All claims or grievances involved in a decision of the highest officer shall be barred unless within ninety (90) days following the date of the conference, proceedings are instituted by the employee or his duly authorized representative before a tribunal having jurisdiction pursuant to law or agreement of the claim or grievance involved.

(d) This rule shall not apply to requests for leniency.

(e) The time limits provisions in this rule may be extended at any level of handling in any particular claim by mutual consent in writing of the duly authorized officer of the Carrier and

the representative of the organization.

ARTICLE 19

DISCIPLINE AND INVESTIGATION

(a) Except as provided in paragraph (c), no engineer will be disciplined, suspended or dismissed from the service until a fair and impartial formal investigation has been conducted by an authorized Carrier officer.

(b) (1) Except when a serious act or occurrence is involved, an engineer will not be held out of service in disciplinary matters before a formal investigation is conducted. A serious act or occurrence is defined as Rule "G", Insubordination, Extreme Negligence, or Dishonesty.

(2) If an engineer is held out of service before a formal investigation for other than a serious act or occurrence, he will be paid what he would have earned on his assignment had he not been held out of service beginning with the day he is taken out of service and ending with the date the decision is rendered or he is returned to service, excluding the day of the formal investigation, whether or not he is disciplined. Holding an engineer out of service before a formal investigation or paying him for being out of service for less than a serious act or occurrence is not prejudging him.

(c) Formal investigations, except those involving a serious act or occurrence, may be dispensed with should the engineer involved and/or the Local Chairman and an authorized officer of the Carrier, through informal handling, be able to resolve the matter to their mutual interests. Requests for informal handling must be made at least forty-eight (48) hours before a formal investigation is scheduled to begin, however, this will not serve to preclude the parties from dispensing with the formal investigation prior to the commencement thereof. No formal transcript, statement or recording will be taken at the informal handling. When a case is handled informally and the matter of responsibility and discipline to be assessed, if any, is resolved, no formal investigation will be required. A written notice of the discipline assessed, and the reason therefor will be issued to the engineer responsible, with a copy to the Local Chairman, if he participated in the informal handling, at the conclusion of the informal handling. Discipline matters resolved in accordance with this paragraph are final and binding. If the matter of responsibility and discipline is not resolved during the informal handling, no mention of either party's offer to settle will be discussed following the informal handling.

(d) (1) An engineer directed to attend a formal investigation to determine his responsibility, if any, in connection with an act or occurrence will be notified in writing within ten (10) days from the date of the act or occurrence, or in cases involving dishonesty, criminal or moral offenses, or letters of complaint within the (10) days from the date the Carrier becomes aware of such act or occurrence. The notice will contain:

- (A) The time, date and location where the formal investigation will be held.
- (B) The date, approximate time and the location of the act or occurrence.
- (C) A description of the act or occurrence which is the subject of the investigation, stating alleged rules involved without prejudging employee, but used as a format to prepare the defense.
- (D) A statement that he may be represented by his duly accredited representative of the Brotherhood of Locomotive Engineers.
- (E) The identity of witnesses directed by the Carrier to attend to the extent known at the time of the notice, provided that the identity of all witnesses to attend the formal investigation on behalf of the Carrier must be provided to the employee at least forty-eight (48) hours prior to the investigation hearing.

(2) When a letter of complaint against an engineer is the basis for requiring him to attend the formal investigation, the engineer will be furnished a copy of the written complaint together with the written notice for him to attend the investigation.

(e) (1) The investigation on any matter must be scheduled to begin within ten (10) days from the date the notice of the investigation is mailed to the engineer.

(2) An engineer who may be subject to discipline will have the right to have present desired witnesses who have knowledge of the act or occurrence, to present testimony, and the Carrier will order employee witnesses to be in attendance.

(3) The time limit is subject to the availability of the principal(s) involved and witness(es) to attend the formal investigation and may, by written notice to the engineers involved, be extended by the equivalent amount of time the principal(s) involved or necessary witnesses are off duty due to sickness, temporary disability, discipline, leave of absence or vacation.

When an engineer is being held out of service for a serious act or occurrence pending the investigation and other principal(s) or witness(es) are not available for the reasons cited, he may request commencement of the investigation. If either the engineer or the Carrier officer is of the opinion that the testimony of the unavailable principal(s) or witness(es) is necessary for the final determination of the facts and discipline has been assessed against the engineer as a result of the investigation, such discipline will be reviewed when the testimony of the missing principal(s) or witness(es) is available.

(4) When a formal investigation is not scheduled to begin within the time limit as set forth in this rule, no discipline will be assessed against the engineer.

(5) An engineer who may be subject to discipline and his representative will

have the right to be present during the entire investigation. Witnesses appearing at the request of the Carrier at a formal investigation will be called upon prior to the engineer subject to discipline and those witnesses testifying in his behalf. Witnesses may be examined separately but those whose testimony conflicts may be brought together.

(f) When an engineer is assessed discipline, a true copy of the investigation record will be given to the engineer and his duly accredited representative.

(g) If discipline is to be imposed following a formal investigation, the engineer to be disciplined will be given a written notice of the decision within fifteen (15) working days of the date the formal investigation is completed. The written notice will be issued at least fifteen (15) working days prior to the date on which the discipline is to become effective except that in cases involving serious acts or occurrences, discipline may be effective upon receipt of the notice of discipline.

(h) The General Chairman must, within sixty (60) days after the postmark date the decision is rendered make an appeal in writing to the officer designated by the Carrier as its Highest Appeals Officer. The Highest Appeals Officer will give written notification of his decision to the General Chairman within sixty (60) days after postmark date of the General Chairman's appeal.

The decision of the Highest Appeals Officer of the Carrier will be final and binding unless, within sixty (60) days after the postmark date of the Highest Appeals Officer's decision, that officer is notified, in writing, that his decision is not acceptable and a conference (which may be a phone conference) on the claim is requested.

(i) The decision at the time of the conference (which will be confirmed in writing by the Carrier) will be final and binding unless within sixty (60) days after the postmark date of the written decision of the conference that officer is notified in writing that his decision is not accepted. In the event of such notification, the decision is still final and binding unless the case is listed for a tribunal having jurisdiction pursuant to law within nine (9) months computed from the date of the conference.

(j) (1) Time limits provided for in the rule may be extended or waived by agreement in writing between the applicable officer of the Carrier and the engineer's Local or General Chairperson.

(2) If discipline assessed is not appealed within the time limits set forth in this rule or as extended, the decision will be considered final. If the decision on the appeal is not rendered within the time limits set forth in this rule or as extended, the discipline assessed will be expunged.

(k) When notification in writing is required, personal delivery or proof of mailing within the specific time limit will be considered proper notification.

QUESTIONS AND ANSWERS

Q-1: Re(b) (1): What is meant by the term "Extreme Negligence"?

A-1: The right of Management to remove an engineer from service allegedly involved in extreme negligence must be used sparingly and duly confined to transgressions of high risk or danger so that Management can say with justification that, notwithstanding the sanctity of the provisions of this rule, the protection of life and limb of affected employees and protection of Carrier property or property entrusted to custody of the Carrier, cry out for or demand the immediate removal.

Q-2: What types of discipline may be assessed?

A-2: Reprimand, deferred suspension, actual suspension, and dismissal. Each may be assessed individually, or, they may be used in combination.

Q-3: If the discipline assessed is deferred suspension, when will an engineer be required to serve the deferred suspension?

A-3: An engineer will be required to serve the deferred suspension only if he commits another offense for which discipline by suspension, actual or deferred, is subsequently imposed within the succeeding ninety (90) day period.

Q-4: Will only one investigation be held when more than one employee is involved in the same occurrence or offense?

A-4: Yes, whenever all involved are available.

Q-5: What rights does an employee have under Article 19 if he has not yet completed his 120-day probationary period?

A-5: Until his application is accepted or rejected, a probationary employee has the same right regarding discipline and investigation as any other employee, except that nothing in Article 19 is to be construed as limiting in any way the Carrier's right to reject the employee's application in accordance with Article 4(b).

ARTICLE 20

LEAVE OF ABSENCE

(a) An employee may request a leave of absence of less than the ten (10) working days. Such leave may be taken only with approval of the immediate supervisor and may be granted as the requirements of service permit.

(b) Leaves of absence over ten (10) working days shall be requested through the Human Resources Department and must be approved.

(c) Employees who fail to report for duty at the expiration of their leave of absence shall be terminated and removed from the seniority roster, except where it is determined that failure to report is the result of an unavoidable delay. Employees terminated under the conditions hereof may request an investigation under the provisions of Article 19 herein, provided written request therefor is made within thirty (30) calendar days from the date of termination.

(d) Except for employees in service with the United States armed forces, an employee who is absent on any leave and who engages in other employment shall forfeit his seniority and be considered out of service.

(e) Employees accepting full time official positions with the Carrier or the organization shall retain and continue to accumulate seniority. Employees accepting an elective or appointive public office for which a competitive examination is not required, will likewise retain and continue to accumulate seniority. Employees who voluntarily or involuntarily leave such positions and return to service within thirty (30) calendar days thereafter, shall be permitted to exercise their seniority

(f) Any employee desiring to return from a leave before the expiration thereof must provide forty-eight (48) hours written advance notice to the designated Carrier officer with copy to the Local Chairman.

ARTICLE 21

MEDICAL EXAMS

(a) Employees will be required to take medical examinations, which shall include back X-Rays and screening for illegal drugs. Such examinations shall not be more frequent than one each year, unless in the opinion of the designated Carrier officer, the employee's health or condition is such that an examination should be made for the purpose of informing the employee of any disability so that proper treatment can be given.

NOTE: (The Carrier shall pay the entire cost of such examination.)

(b) If an employee should be disqualified upon examination by the Carrier's physician and feels that such disqualification is not warranted, the following rules will apply:

(1) The employee involved, at his expense, shall select a physician in a timely manner to represent him: and the Carrier, at its expense, shall select a physician to represent it in conducting a further medical examination. If the two (2) physicians thus selected shall agree, the conclusions reached by them shall be final.

(2) If the two (2) physicians selected in accordance with paragraph (1) should disagree as to the condition of such employee, they shall select a third physician at the joint and equal expense of the Carrier and the employee, who shall be a practitioner of recognized standing in the medical profession and a specialist in the condition, or conditions from which the employee is alleged to be suffering, and the three (3) physicians shall constitute a Board of medical examiners and shall examine the employee and render a report within a reasonable time, not exceeding fifteen (15) calendar days after such examination, setting forth his condition and their opinion as to his fitness to continue service in his regular employment. The concurring opinion of two (2) such physicians shall be final.

(c) If an employee is held from service for an examination or for an alleged medical condition and upon examination is found to be fit to resume duty, he shall be returned to service and paid for time lost.

(d) Should the decision be adverse to the employee and it later definitely appears that his condition has improved, a re-examination shall be arranged after a reasonable interval upon request of the employee and upon presentation of evidence from his physician that his condition is improved to the extent of making him fit for service.

(e) An agreed upon field test may be conducted to provide evidence of suitability to perform service.

QUESTIONS AND ANSWERS

Q-1: Re(b) (1): What is the phrase "in a timely manner" referring to?

A-1: Any delay in the engineer selecting a physician of his choice will not create any unnecessary expense to the Carrier.

Q-2: Re(d): What is the phrase "after a reasonable interval" referring to?

A-2: There will be no unnecessary delay if the engineer can provide new medical evidence of an improved condition however, re-examination may be on a quarterly basis, if requested by the employee upon the presentation of the new medical evidence of suitability to perform service.

ARTICLE 22

LOCKER FACILITIES

Locker, toilet, and lavatory facilities will be provided and maintained at all starting points where locomotive engineers go on and off duty. The Carrier shall provide bulletin boards for the posting of Organization information and business at on and off duty points unless the parties otherwise agree.

ARTICLE 23

VACATION

(a) Employees must have completed 110 calendar starts or 880 hours of work in the previous vacation year to qualify for vacation.

(b) Qualifying employees will be entitled to vacation in accordance with the following schedule:

- After one year's service with the WLE - 2 weeks
- After five years' service with the WLE - 3 weeks
- After twelve years' service with the WLE - 4 weeks

(c) Annual meetings, for the purpose of scheduling vacations and creating a vacation list, will be jointly held, no later than December 10th each year, between the Carrier and the

Organization with a printed vacation schedule as the result. The vacation year runs from January 1 to December 31 inclusive.

(d) All vacation time must be used within the annual vacation year. Vacation time will not carry over from year to year.

(e) An employee's weekly vacation pay will be calculated at 1/52 of the previous year's straight time and overtime gross earnings or 40 hours, whichever is greater.

(f) Approved vacation will be taken at minimum of one-week increments, however, employees will also be permitted to take one week of their annual vacation in single day increments. Employees desiring to take one week of vacation in single day increments will indicate that desire at the time weekly vacations are bid and scheduled for the following year. Employees who have elected to observe a week of single-day vacations may schedule them as per Paragraph (c). Employees who do not so schedule their single-day vacations, will be granted such days on a first come, first serve basis according to scheduling availability. Employees may request vacation days at least forty-eight (48) hours in advance.

(g) A vacation list will be issued for engineers. In order to schedule vacation, employees will bid earned vacation weeks in advance. Bidding and the vacation list shall be regulated jointly by the Carrier and the Local Chairman. Vacation bidding and discrepancies or changes regarding the vacation list will be determined in the first instance by the Local Chairman with final approval of the Carrier.

(h) Unused vacation time will be paid by check at the time of retirement or separation.

(i) Employees reporting for service after vacation are governed by the requirements of in Article 7(h) and 10(e) herein.

QUESTIONS AND ANSWERS

Q-1: How will the number of days for one week of vacation taken a day at a time be determined?

A-1: A snapshot will be taken November 10th each year. Employees assigned to a 5-day work week assignment will be allowed 5 vacation days. Employees assigned to a 6-day assignment will be allowed 6 vacation days. Employees on the bump list or not assigned to a position for any reason will be allowed 5 vacation days.

Q-2: How will vacation days taken one day at a time be paid?

A-2: The 1/52 weekly rate will be divided by 5 or 6, whichever is applicable.

Q-3: If an employee marks off, is he required to use a vacation day as a compensated day?

A-3: An employee marking off will not be required to use a vacation day as a compensated day.

Q-4: Will unused single vacation days carry over from year to year?

A-4: Single vacation days must be requested to be taken during the calendar year. If an

employee requests a vacation day for a minimum of two different dates during the calendar year, but, is not permitted to take one or more days, each day shall be paid at the applicable daily rate during the month of January of the following year. Vacation days not requested for a minimum of two different dates during the calendar year will be forfeited.

Q-5: When will an extra board employee start his vacation?

A-5: His vacation will begin the day after his assigned rest day. If he works on his assigned rest day, his vacation will start 24 hours after he goes off duty.

ARTICLE 24

HEALTH AND WELFARE

(a) The Carrier shall provide a comprehensive major medical insurance program for all eligible employees covered by this Agreement and their eligible dependents. A probationary employee may enroll in the program and be covered on the next permissible date as provided in the policy. Current employees may change coverage as provided in the policy.

Under this Article, the Carrier shall provide hospital, surgical, medical, eye and dental benefits equal to the present benefit level in the policy in effect on the date of this Agreement.

If the Carrier's insurance carrier raises the premium for coverage in excess of 15% in any year of this Agreement or advises that it will not continue the coverage, the coverage shall end as of the increase effective date or the lapse date at the Carrier's discretion. The Carrier will advise the BLET of such increase or lapse date, and further, will provide coverage which is reasonably similar to the policy in effect on the date of this Agreement.

Each employee covered by this Agreement and participating in the comprehensive major medical insurance program shall be required to make a contribution to the Carrier calculated as follows:

1. After the data becomes available, but prior to October 1 of 2019, 2020, 2021, 2022, 2023, 2024, 2025, and 2026, the parties will jointly calculate the employees' medical expense contribution to be effective for the 12-month period beginning October 1 of each year.
2. The two-year average annual medical expense is calculated by adding the company's total medical expenses for the two immediately preceding fiscal years ending June 30 ("FY") and then dividing by 2.
3. The two-year average will be compared to the actual expense in the first year of the two-year period. If the average is less than the actual expense, then no incremental amount will be due. If the average exceeds the actual amount, the difference will be multiplied by 25 percent to determine the total amount to be shared among WLE employees. The calculation made in 2019, 2020, 2021, 2022, and 2023, will use a multiplier of 20 percent. The calculations made in 2024, 2025, and 2026 will increase the multiplier to 30 percent.

4. The result in (3) above will be divided by the number of employees covered by the Carrier's medical plan as of June 30 in the year the calculation is made.
5. The result in (4) above is divided by 52 weeks to determine a weekly incremental individual payment.
6. Effective upon signing the Agreement, the contribution by employees covered by this agreement will be as follows: \$26.83 per week for single employees, \$31.83 per week for married couples, and \$36.83 per week for families. Effective October 1 of 2019, 2020, 2021, 2022, 2023, 2024, 2025, and 2026, the then-existing contribution will be adjusted up or down by the result in (5). The annual adjustment to the weekly contribution shall not exceed \$15.00 additional per week each year.
7. Notwithstanding the foregoing, the minimum employees' medical expense contribution will be five dollars per week for single employees, ten dollars per week for couples, and fifteen dollars per week for families.

Example:

In 2007, the two-year average is calculated by adding FY2006 expense and FY2007 expense and dividing by 2.

$$\begin{array}{r}
 \$2,200,000 \\
 \underline{1,700,000} \\
 \$3,900,000 \text{ divided by } 2 = \$1,850,000
 \end{array}$$

\$1,850,000 is less than \$2,200,000 (the actual expense in the first year of the two-year period), so there will be no incremental expense during the 12-month period beginning October 1, 2007.

(b) The Carrier shall provide life insurance benefits equal to the present benefit level in the policy in effect on the date of this Agreement.

(c) The Carrier shall provide short term disability insurance benefits equal to the present benefit level in the policy in effect on the date of this Agreement.

(d) The Carrier may change insurance carriers for any of the insurance programs contained herein provided that such coverage and services shall not be less than provided by the present insurance carriers under the plans in effect. The Carrier will advise the BLET at least 30 days in advance of the effective date of the intended change.

(e) Early Retirees' Medical Insurance: For employees retiring on or after June 28, 2008, the Carrier will contribute up to \$415 per month toward medical insurance for employees who retire at age 60 or later who have more than ten (10) years' service with W&LE. The retiree will pay any excess amount. Payments will continue until the employee qualifies for Medicare

or reaches age 65, whichever comes first. The level of medical benefits contemplated is at the current Wabash Hospital Association plan for early railroad retirees. The parties agree to continue to explore coverage available through alternate Health Care plans to the benefit of the retiree.

ARTICLE 25

UNION SHOP AGREEMENT

(a) Locomotive engineers will as a condition of their continued employment hold or acquire union membership in the BLET.

(b) Locomotive engineers will join the BLET within sixty (60) calendar days after they are hired by the WLE or any subsidiary of the WLE. They will retain such membership during the time they are employed as a locomotive engineer except as provided herein.

(c) When a locomotive engineer is regularly assigned to an official position, they will not be compelled to maintain membership as provided herein but may do so at their own option.

(d) The General Chairman of the BLET will notify the WLE Human Resources Officer in writing of any locomotive engineer whose employment he requests be terminated due to the locomotive engineer's failure to comply with the union membership requirements. The BLET General Chairman or his duly accredited representative, a Carrier representative, and the locomotive engineer concerned will meet to explain the duty of the locomotive engineer to maintain BLET membership as part of his employment duties. If the locomotive engineer refuses to comply with the instruction and agreement, he will be terminated from service.

(e) The discipline rule will not apply to union membership requirement cases.

(f) Nothing herein will be used as a basis for time or money claims against the WLE.

ARTICLE 26

UNION DUES DEDUCTION

(a) The Carrier shall provide payroll deductions of dues for membership in the BLET when so advised in writing by each employee by signed authorization. The BLET shall assume the full responsibility for the procurement and proper execution of said authorization forms, and for delivery of said forms to the Carrier no later than the first day of the second payroll period of the month from which the deductions are to be made. Likewise, revocation of authorization forms shall be delivered by the BLET to the Carrier not later than the first day of the second payroll period of the month in which termination of deductions is to take place.

(b) The BLET shall provide the Carrier with a master deduction list setting forth the name of each affected employee, the employee's social security number, and the amount to be deducted. Any alterations to the master deduction list shall be furnished to the Carrier in writing not later than the first day of the second payroll period of the month in which such changes are to be made. Such information must be accompanied by the necessary authorization or revocation forms.

(c) The following payroll deductions will have priority over deductions in favor of the BLET as covered by this Agreement: (1) Federal, state, and municipal taxes; (2) deductions required by law and court orders, including garnishments, liens, and other wage assignments which the Carrier must respect; (3) amounts due the Carrier; and (4) group insurance premiums.

(d) If the earnings of any employee, after all deductions having priority been made, are insufficient to remit the full amount of deductions authorized by the employee, no deduction for union dues shall be made and the Carrier shall not be responsible for such collection. In cases where no deduction is made from the wages of an employee, the amounts not deducted shall not be added to the deduction list nor will that deduction be made for the employee in any subsequent payroll.

(e) The Carrier shall not be responsible for failure to make deductions, or for making improper or inaccurate deductions. Any dispute regarding deductions shall be handled between the employee involved and the duly accredited representative of the BLET. Nothing herein shall be construed as obligating the Carrier to collect dues from employees who leave its service, who give up membership in the BLET, or whose wages are involved in any claim or litigation of any nature whatsoever.

(f) The BLET shall indemnify, defend and hold harmless the Carrier from and against any and all claims, demands, liability, loss or damage resulting from the entering into this union dues deduction agreement or arising or growing out of any dispute or litigation from any deductions made by the Carrier from the wages of its employees for or on behalf of the BLET.

ARTICLE 27

MEAL PERIOD

- (a) Employees will eat their own lunch enroute (on the way) and the Carrier will supply ice, ice cooler and drinking water.
- (b) Employees who do not receive an uninterrupted twenty (20) minute lunch period during a single day's work or tour of duty shall be allowed five dollars (\$5.00).
- (c) Locomotive Engineer employees will not be required to eat before the third hour of any tour of duty.

ARTICLE 28

HOLIDAYS

- (a) Holidays observed by the WLE RR include:

- 1) New Year's Day
- 2) Memorial Day
- 3) Independence Day
- 4) Labor Day
- 5) Thanksgiving Day
- 6) Day after Thanksgiving
- 7) Day before Christmas
- 8) Christmas Day
- 9) New Year's Eve

- (b) Regularly Assigned Employees:

(1) Regularly assigned employees who perform service on a holiday shall be paid for such service at the overtime rate as stated in Article 2 herein in addition to holiday pay, a basic day's pay at the rate of service in which last engaged.

(2) To qualify for holiday pay, regularly assigned employees who do not perform service on a holiday must be available for or perform service as a regularly assigned employee on the workday immediately preceding and following such holiday, and if his assignment works on the holiday, the employee must fulfill such assignment.

However, a regularly assigned employee whose assignment is annulled, canceled or abolished, or a regularly assigned employee who is displaced from a regular assignment as a result thereof on:

- a. The workday immediately preceding the holiday;
- b. the holiday; or
- c. the workday immediately following the holiday, shall not be disqualified for holiday pay, provided, he does not lay off on and is available for service on each of such days, unless the assignment does not work on the holiday.

(3) If the holiday falls on the last day of an employee's work week, the first workday following his "days off" shall be considered the work day immediately following the holiday. If the holiday falls on the first scheduled workday of his workweek, the last workday of the preceding workweek shall be considered the workday immediately preceding the holiday.

(c) Extra Employees:

(1) To qualify for holiday pay, a basic day's pay at the rate of service in which last engaged, an extra employee must:

- (a) Perform service on the calendar day immediately preceding and immediately following the holiday, and be available for service the full calendar day on the holiday; or
- (b) be available for service on the full calendar days immediately preceding and immediately following the holiday and perform service on such holiday; or
- (c) be available for service on the full calendar day immediately preceding and immediately following the holiday; or
- (d) perform service on at least one (1) such day and be available for service on each other day.

(2) An extra employee shall be deemed to be available if he is ready for service and does not lay off of his own accord, or if he is required by the Carrier to perform other service in accordance with schedule rules provided for herein.

(3) Extra employees who perform service on a holiday shall be paid for such services at the overtime rate as stated in Article 2 in addition to holiday pay for which the employee qualifies as stated in (c) (1) above.

(d) Calculating Holiday:

(1) All holidays will be observed on the actual holiday.

(2) When one (1) or more of the enumerated holidays fall during an employee's vacation period, the qualifying days for holiday pay purposes shall be his workdays immediately preceding and following the vacation period.

(3) Only one (1) basic day's pay shall be paid for the holiday irrespective of the number of shifts worked. If more than one (1) shift is worked on the holiday, the holiday pay allowance of one (1) basic day's pay shall be at the rate of pay of the first shift worked.

(4) An employee who meets all other qualifying requirements shall qualify for holiday pay for both Christmas Eve and Christmas Day if on the "workday" (for a regularly assigned employee) or the "calendar day" (for an extra employee) immediately preceding Christmas Eve he fulfills the qualifying requirements applicable to the "work day" or the "calendar day" before the holiday and on the "work day" or the "calendar day" immediately following the Christmas Day holiday, he fulfills the qualifying requirement applicable to the "work day" or the "calendar day" after the holiday.

An employee who does not qualify for holiday pay for both Christmas Eve and Christmas Day may qualify for holiday pay for either Christmas Eve or Christmas Day under the provisions applicable to holidays generally.

ARTICLE 29

SICK LEAVE/PERSONAL DAYS

(a) The Carrier shall provide sick / personal leave days to each locomotive engineer in each calendar year at the daily pro rata rate of the last service performed.

(b) The Carrier will allow two (2) engineers to be off each day not including those employees observing scheduled weekly vacations. (More may be allowed by the Carrier if it determines that service requirements allow.) An employee marking off for any reason will be required to observe a compensated day. Employees marking off while on a layover assignment must mark off for both days but are only required to use one compensated day. Employees may request personal leave days at least forty-eight (48) hours in advance. Days may be requested starting January 1 each year. Days will be allowed on a first come, first serve basis. Once approved, days may not be denied. Once approved, days may not be changed by the employee. Employees marking off non-approved will be required to submit the day(s) for compensation and will be subject to discipline. Employees marking off sick will be required to submit the day(s) for compensation. Employees off more than seven (7) consecutive days due to a non-work-related illness or injury will not be required to submit the days for payment if said days are used to satisfy the seven (7) day waiting period for sickness benefits and short-term disability.

(c) Employees taking approved personal leave days shall not thereby be disqualified for holiday pay, except that a personal leave day taken immediately prior to or after the holiday shall not qualify as a "workday" for purposes of meeting the qualification requirements of Article 28.

(d) Five (5) days of sick /personal leave will be provided in each calendar year for employees covered by this Agreement.

(e) Sick /Personal Leave Rate of Pay: Sick /personal leave days will be paid for at the regular rate of the employee's position.

(f) Sick /Personal Leave Accumulation and Compensation: Any employee entitled to sick /personal leave day(s) but who does not observe such day(s) during the calendar year will be allowed to accumulate up to ten (10) days or request to be compensated for the number of sick /personal leave days not taken. The employee desiring payment must make a written request for such payment no later than the end of the month of January following the year in which he was entitled to the sick leave days. It is understood that Carrier's payroll records will be relied upon for the payment of unused/accumulated sick leave.

ARTICLE 30

PROFIT SHARING PLAN

All locomotive engineers subject to this Agreement shall be entitled to the current WLE Profit Sharing Plan and its provisions. Effective with the 2019 agreement, sick/personal leave days will be considered compensable hours.

ARTICLE 31

SEVERABILITY

If a rule or provision of this agreement is at any time determined to be in conflict with any law, such rule or provision will continue in effect only to the extent permitted by law. If any rule or provision of this agreement is or becomes invalid or unenforceable, such invalidity or unenforceability will not affect or impair any other term or provision of this agreement.

ARTICLE 32

PAY DAYS

- (a) Employees shall be paid every week in accordance with the current practice.
- (b) Locomotive engineers will furnish all information required on time slips so that proper identification for payment can be made.
- (c) If a locomotive engineer has timely submitted a service time slip to be paid in a

current payroll period and no payment has been made, he may file a pay shortage claim. A separate voucher for pay shortages will be immediately issued on request when pay shortage is one day's pay or more. Payments for a pay shortage for less than one day's pay will be included in the next regular payroll period.

ARTICLE 33

STARTING TIME

The BLET and WLE RR will make every effort, while keeping customer service in mind, to set up fixed starting times for assignments engaged in yard, switching, and classification work.

ARTICLE 34

EQUIPMENT ON ENGINES

(a) The parties agree that W & LE engines will be equipped with a water cooler or ice chest, drinking water, fuel and crew kits. Engines will be equipped with safe seating for all crew members. If the above items are not immediately available on interchange trains, they will be made available at the nearest supply point.

(b) Locomotive engineers shall be responsible for knowing that their engines are properly equipped and serviced. Locomotive engineers shall report any defects that come to their attention.

ARTICLE 35

JOINT LABOR/MANAGEMENT PRODUCTIVITY COUNCIL

The BLET and WLE will establish an agreement to establish a joint labor/management productivity council.

ARTICLE 36

PERSONAL SAFETY ITEMS

(a) WLE will provide every locomotive engineer with the following safety items to insure a safe work place. This would include the following items: gloves, ear protection, safety glasses with side shields, hard hats and safety work rubbers.

If items listed in paragraph (a) wear out or break during the year, they will be replaced without cost to the locomotive engineer. If items listed in paragraph (a) are lost or stolen, they will be replaced at the Carrier's cost charged to the locomotive engineer.

(b) A yearly allowance of \$125.00 will be afforded to each employee whose purchases approved steel toed shoes through an authorized vendor.

(c) Approved prescription safety glasses will be provided for through an authorized vendor.

ARTICLE 37

REDUCING FORCES

(a) Except as provided under paragraph (b) hereof, when forces are reduced, employees shall be furloughed in reverse order of seniority.

(b) When forces are reduced at a particular point, and an employee is unable to remain in service at that point, he may assume a furlough status rather than displace a junior employee at some other point. It is understood that a furloughed employee may displace a junior employee at any other location at any time.

(c) When an employee is furloughed, it shall be his responsibility to file his telephone number and current mailing address with the appropriate designated Carrier Officer and General Committee and obtain a receipt that such information was furnished.

(d) When forces are restored, employees shall be returned to service in seniority order. Recall letters shall be sent to the last known address by United States Postal Service, Certified Mail Return Receipt Requested. An employee recalled to service shall report no later than twenty-one (21) days from the date of the recall letter. Failure to so report shall terminate all seniority rights and the employment relationship.

(e) All currently furloughed engineers shall be recalled regardless of on/off duty point prior to the Carrier hiring any new engineers on the entire property.

ARTICLE 38

BEREAVEMENT LEAVE

Bereavement leave of three calendar days will be allowed in case of death of an employee's mother, father, brother, sister, child, spouse, or spouse's parent. In such cases a basic day's pay at the rate of the last service performed will be allowed for bereavement leave. Employees involved will make provision for taking leave with their supervisors in the usual manner.

QUESTIONS AND ANSWERS

These questions and answers are intended only as guidance and are in no way intended to include each possible circumstance arising under this provision nor to limit the Carrier's authority to interpret this provision.

Q-1: How are the three (3) calendar days to be determined?

A-1: An employee shall have the following options in deciding when to take bereavement leave:

- (a) three (3) consecutive calendar days, commencing with the day of death, when the death occurs prior to the time an employee is scheduled to report for duty;
- (b) three (3) consecutive calendar days, ending the day following the funeral service.

Q-2: Do the three (3) calendar days pertain to each separate instance of death, or do the three (3) calendar days refer to a total of all instances?

A-2: Three (3) days for each separate death; however, there is no pyramiding where a second death occurs within the three (3) day period covered by the first death.

Example: Employee has a five-day workweek of Monday to Friday. His mother dies on Monday and his father dies on Tuesday. At the maximum, the employee shall be eligible for bereavement leave on Tuesday, Wednesday, Thursday and Friday.

Q-3: An employee working from an extra board is granted bereavement leave on Wednesday, Thursday and Friday. Had he not taken bereavement leave he would have been available on the extra board but would not have performed service on one of the days on which leave was taken. Is he eligible for two (2) days or three (3) days of bereavement pay?

A-3: A maximum of two (2) days.

Q-4: Shall a day on which a basic day's pay is allowed account bereavement leave serve as a qualifying day for holiday pay purposes?

A-4: No; however, the parties are in accord that bereavement leave non-availability shall be considered the same as vacation non-availability and that the

first work day preceding or following the employee's bereavement leave, as the case may be, shall be considered as the qualifying day for holiday purposes.

Q-5: Shall an employee be entitled to bereavement leave in connection with the death of a half-brother or half-sister, stepbrother or stepsister, stepparents or stepchildren?

A-5: Yes, as to half-brother or half-sister, no, as to stepbrother or stepsister, stepparents or stepchildren. However, bereavement leave as stated herein is applicable to a family relationship created through the legal adoption process.

Q-6: Shall bereavement leave be applicable when an employee is entitled to vacation and/or holiday compensation?

A-6: No.

Q-7: An employee qualifies for holiday pay on a holiday which occurs on a day the employee also qualifies for bereavement leave pay. Under these circumstances, is the employee entitled to be paid both the holiday and bereavement leave allowance?

A-7: No. The employee shall be entitled to only one (1), a basic day's pay at the rate of the last service rendered.

Q-8: An employee takes bereavement leave on Wednesday, Thursday, and Friday, and is paid a basic day's pay at the rate of last service rendered for each. On Friday, the crew of which he was a member was at the away-from-home terminal and received an authorized return deadhead trip for which they were allowed deadhead benefits as provided herein. Is the employee entitled to extra pay for Friday?

A-8: No. The employee shall be entitled to only one (1), a basic day's pay at the rate of the last service rendered.

ARTICLE 39

RETIREMENT PLAN

(a) The supplemental retirement plan titled "Wheeling Corporation Employees Retirement Plan" shall remain effective and in force.

(b) All engineers are included in the current Retirement Plan 401(k), and subject to the provisions of the plan, are to receive a five hundred-dollar (\$500.00) employer contribution each six-month (semi-annual) period to the account of each eligible employee for the period of this agreement. Employee eligibility and all other provisions of the current Retirement Plan 401(k) will be used in application of the Retirement Plan contribution.

ARTICLE 40

TERMINALS AND ON/OFF DUTY POINTS FOR OUTLYING ASSIGNMENTS

In the event the Carrier desires to establish, re-establish, any terminals, or additional on/off duty points or extra boards for assignments at outlying locations, the Carrier will notify the General Chairperson and the parties will meet and confer on the matter.

ARTICLE 41

USE OF COMMUNICATION SYSTEMS

It is recognized that the use of communication systems or any technological or computerized systems related only to the performance of voice or data communication are part of the duties of employees covered by this Agreement.

ARTICLE 42

EDUCATION SUPPORT PROGRAM

(a) The WLE will reimburse eligible locomotive engineers who wish to pursue education programs and enhance their value to our Company in their assigned position. Courses should be scheduled for non-work hours and study requirements shall be undertaken on the

employee's own time. The program covers only courses offered by accredited institutions, colleges, and universities. Coverage will not include reimbursement for hobbies or subjects unrelated to the employee's current or future position.

(b) Prior to enrolling in the course, the employee must complete an application for approval of study form. This form will be approved by employee's departmental manager and the vice-president in charge of the department.

(c) Eligible employees will be reimbursed for their tuition fees, lab fees, and textbook cost based on the grade earned for the course as follows:

A - 90%; B - 80%; C - 70%

No reimbursement will be allowed for a grade earned below C, or for courses not completed. Parking, student activity fees, travel, food and lodging are not covered by this program.

(d) To obtain reimbursement; certification that the course of study has been completed, grades and all receipts for tuition fees, lab fees and book cost must be submitted attached to their application for approval.

(e) Should an employee be laid off prior to completion of an approved course, the WLE will still provide reimbursement if all criteria are met. Cost will not be reimbursed if the employee resigns or is terminated prior to completion of the course.

ARTICLE 43

INCIDENTAL WORK

Employees in engine service may perform the following items of work in connection with their own assignments without additional compensation:

- (a) Handle switches
- (b) Move, turn, spot, sand and fuel locomotives
- (c) Supply locomotives
- (d) Inspect locomotives
- (e) Start or shutdown locomotives
- (f) Make head-end air tests
- (g) Prepare reports while under pay

- (h) Use communication devices; copy and handle train orders, clearances and/or other messages
- (I) Any duties formerly performed by firemen

ARTICLE 44

ACCUMULATION OF SENIORITY

Any individual with seniority in engine service not currently working in such service, and not a member of the BLET, shall not accumulate seniority in engine service unless that individual pays a monthly fee equal to the current monthly dues of the BLET.

The General Chairperson or duly authorized representative of the Union shall meet periodically with management to insure the accuracy of the engine service rosters in this regard.

ARTICLE 45

LOCOMOTIVE ENGINEER TRAINING

A. Purpose: The purpose of this Article is to provide a program for the training and qualifying of locomotive engineers which may be applied where necessary to ensure the immediate and continuing needs of this Carrier; the BLET will cooperate in the operation of this program.

B. Trainees-Selection:

(1) A locomotive engineer trainee shall be any person selected by the Carrier to enter this program of training for the purpose of employment as a qualified locomotive engineer. The provisions of Article 4 will remain in effect. Trainmen hired after January 1, 2007, are required to accept promotion to the position of locomotive engineer. Employees who fail to successfully complete the locomotive engineer training program will be subject to termination.

(2) The training program shall consist of classroom instructions and work experiences as determined by the Carrier. All necessary classrooms, books, materials, and instructors shall be furnished by the Carrier.

(3) The training program and any intended substantial changes therein shall be reviewed from time to time as may be necessary between the BLET General Chairman and the Carrier. However, the Carrier shall make the final determination of the content and length of the training program, the continuation of individual trainees in the program, and the conditions of successful completion of the program.

(4) Trainees shall be paid the current daily rate for student engineers while actively participating in the training program.

(5) An individual in the training program will be entitled to the meal and lodging provisions contained in Article 13.

(6) A trainee engaged in orientation and classroom sessions or while headquartered at points beyond reasonable commuting distances from his home will be entitled to the provisions of Article 13 and allowed mileage - - on first day to and last day from - - at IRS mileage rates for each week engaged in training. Reasonable commuting distance will be defined as it has in the past.

(7) The BLET General Chairman and Local Chairman shall be furnished the name of each trainee, with the date his training commences and the date of his certification, if he successfully completes the program.

C. Engineers-Instructors: From time to time as may be necessary, the Carrier shall designate individual locomotive engineers to act as engineer-instructors. The names of those selected will be furnished to the Local Chairman. The Local Chairman may reject a selectee. While performing their customary service, these engineer-instructors may have a trainee assigned to them for one or more tours of duty. The engineer-instructor is to act as a field instructor indoctrinating the trainee in the functions and responsibilities of engineers under actual working conditions.

(1) The engineer-instructor will permit the trainee to operate the engine and perform other functions of an engineer while the trainee is under his direct supervision.

(2) While the engineer-instructor cannot be relieved of his responsibility for the safe operation of his train and engine, he will not be held responsible for rough handling, broken knuckles or damaged drawbars when the engine is operated by a trainee.

(3) Engineer-instructors will be required to complete progress reports on trainees assigned to them in accordance with the Carrier's directions.

(4) Engineer-instructors shall be compensated \$4.00, in addition to all other earnings for each trip or tour of duty that a trainee is assigned to them.

(5) The engineer-instructors so chosen will receive orientation consisting of no less than four (4) hours of classroom instructions. They will be paid for actual time lost while attending this classroom instruction.

(6) An engineer-instructor will be allowed the provisions of Article 13 while engaged in orientation and classroom sessions and will be allowed actual auto mileage at the IRS mileage rate.

(7) The provisions of this training Agreement will not serve to restrict an engineer

instructor's right to exercise his seniority.

D. Qualifying Locomotive Engineers: Upon successful completion of the training program, a trainee shall be certified as a qualified locomotive engineer (awarded a certificate so stating) and promoted to locomotive engineer establishing seniority according to Article 4.

EFFECT OF AGREEMENT

(a) The parties exchanged various proposals and drafts antecedent to adoption of the various rules that appear in the Agreement. It is our mutual understanding that none of such antecedent proposals and drafts will be used by any party for any purpose and that the provisions of this Agreement will be interpreted and applied as though such proposals and drafts has not been used or exchanged in the negotiation.

(b) This Agreement shall be effective upon signing and shall remain in full force and effect until and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

(c) This Agreement shall be amendable July 1, 2026, not to be effective before January 1, 2027.

(d) This Article will not bar the parties to this Agreement from agreeing upon any subject of mutual interest.

Signed this 18th day of JAN, 2019.

FOR THE ORGANIZATION:

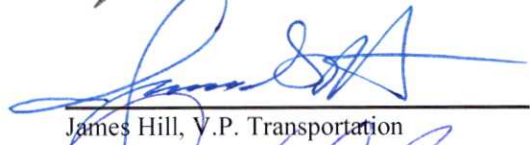

Mike Twombly, BLET Vice President

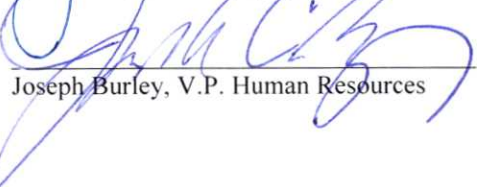

L. Randy Fannon, General Chairman


Lonnie Swigert, Local Chairman

FOR THE CARRIER:


Jonathan Chastek, Executive Vice President


James Hill, V.P. Transportation


Joseph Burley, V.P. Human Resources