

AGREEMENT

BETWEEN THE

WHEELING & LAKE ERIE RAILWAY

AND THE

BROTHERHOOD OF LOCOMOTIVE ENGINEERS AND TRAINMEN

REPRESENTING THE

TRAINMEN EMPLOYEES CLASSIFIED HEREIN

EFFECTIVE January 18, 2019

TABLE OF CONTENTS

	Page
Article 1	Scope 1
Article 2	Employee Information 2
Article 3	Copy of Agreement 2
Article 4	Instructions and Orders..... 2
Article 5	Bulletin Boards 2
Article 6	Basic Day..... 3
Article 7	Pay Days 3
Article 8	Rates of Pay 3
Article 9	Terminals and on/off Duty Points for Outlying Assignments..... 4
Article 10	Held Away from Home Terminal..... 4
Article 11	Lunch Procedures and Locker Storage 5
Article 12	Marking Off & Reporting..... 5
Article 13	Relief from Duty..... 6
Article 14	Assignments 6
Article 15	Called - Not Used 7
Article 16	Run Arounds..... 7
Article 17	Seniority 8
Article 18	Exercise of Seniority 9
Article 19	Deadheading 11
Article 20	Away from Home Expenses 12
Article 21	Hours of Service Law Release Between Terminals 12
Article 22	Pilot Service..... 13
Article 23	Advertising and Filling Vacancies 13
Article 24	Extra Boards 15
Article 25	Reducing Forces 17
Article 26	Use of Communication Systems 17
Article 27	Cabooses and Engines 18
Article 28	Accumulation of Seniority 18
Article 29	Discipline and Investigation 18
Article 30	Time Limit on Claims 22
Article 31	Holidays 23
Article 32	Personal Leave Days 26
Article 33	Attending Rules Classes 27
Article 34	Attending Court 27
Article 35	Bereavement Leave 27
Article 36	Jury Duty 29
Article 37	Leave of Absence 30
Article 38	Vacation 31
Article 39	Medical Exams 32
Article 40	Union Shop Agreement 33
Article 41	Union Dues Deduction 34
Article 42	Health and Welfare 37
Article 43	Retirement Plan 39
Article 44	Profit Sharing 39
Article 45	Personal Safety Items 39
	EFFECT OF AGREEMENT 40
	SIGNATURE 40

ARTICLE 1

SCOPE

(a) The term "employee" as herein referred to shall include all trainmen (conductors and brakemen) represented by the Brotherhood of Locomotive Engineers and Trainmen, except where otherwise specifically provided for herein. The term "employee" shall also include any conductor or brakeman in training for engineer promotion pursuant to a training agreement between the Carrier and the Organization. The term "Carrier" shall mean the Wheeling and Lake Erie Railway Company. The term "Organization" or "General Committee" shall mean the Brotherhood of Locomotive Engineers and Trainmen.

(b) The right to make and interpret contracts 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 the Brotherhood of Locomotive Engineers and Trainmen.

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

(d) The use of such words as "he", and "him", as they appear in this Agreement are not intended to restrict the application of the Agreement or a particular Rule to a particular sex, but are used solely for the purpose of grammatical convenience and clarity.

(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 American With Disabilities Act requires the WLE RR and the BLET to make efforts to reasonably accommodate qualified disabled applicants and/or employees.

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

(g) Conductors shall be in charge of train(s) and are responsible for the general supervision of crews to which they are assigned, consistent with the usual and customary practice in the rail industry. It is not the intent of this provision to enumerate all of the work and duties of train service employees. It is understood train service employees shall perform any additional work and duties not found in this section that are recognized as part of the traditional work and duties in the rail industry of conductors or brakemen.

(h) i. The crew consist of all assignments (regular or extra) shall consist of not less than one (1) conductor and one (1) brakeman, except as otherwise provided for under paragraph (ii) hereof. (Exceptions: No conductor or brakeman shall be called for light engines or engine changers.)

- ii. The Carrier may operate conductor only assignments at its own discretion.
- iii. The Carrier is not prohibited from operating crews with a greater number of trainmen if it so desires.

ARTICLE 2

EMPLOYEE INFORMATION

The Carrier shall provide the General Committee with a list of employees who are hired or terminated, their home addresses, and Social Security numbers. This information shall be limited to the employees covered by the provisions herein. The data shall be supplied within thirty (30) days after the month in which the employee is hired or terminated.

ARTICLE 3

COPY OF AGREEMENT

The Carrier at its expense shall furnish each employee covered by this Agreement a copy of same or any other mutually agreed form.

ARTICLE 4

INSTRUCTIONS AND ORDERS

Employees shall receive all instructions from the Designated Carrier Officer or his representatives, so long as such representative is an employee of the Carrier. This article shall not preclude direct communication with employees by appropriate Federal, state and/or other government agencies.

ARTICLE 5

BULLETIN BOARDS

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 6

BASIC DAY

(a) The term "basic day" or "basic day's pay" shall mean the daily rate of pay set forth in Article 8 as revised.

(b) Eight (8) hours or less shall constitute a single day's work or tour of duty except as provided for in Article 14 (e).

(c) 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 14 (e).

(d) 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. Trainmen who work their rest day shall be paid one and one-half (1 ½) times the basic hourly rate for hours worked on their rest day.

ARTICLE 7

PAY DAYS

Employees shall be paid every week in accordance with the current practice.

ARTICLE 8

RATES OF PAY

Craft	Current rate	Upon signing		1/1/2020		1/1/2021		1/1/2022	
		Increase	Rate	2%	Rate	2%	Rate	2%	Rate
Conductor	\$16.75	\$5.75	\$22.50	\$0.45	\$22.95	\$0.46	\$23.41	\$0.47	\$23.88
Brakeman	\$15.25	\$5.19	\$20.44	\$0.41	\$20.84	\$0.42	\$21.26	\$0.43	\$21.69

Craft	1/1/2023		1/1/2024		1/1/2025		1/1/2026		Total per hr.
	2%	Rate	3%	Rate	3%	Rate	3%	Rate	
Conductor	\$0.48	\$24.35	\$0.73	\$25.09	\$0.75	\$25.84	\$0.78	\$26.61	\$9.86
Brakeman	\$0.43	\$22.12	\$0.66	\$22.78	\$0.68	\$23.47	\$0.70	\$24.17	\$8.92

In the event a trainman is used as a conductor, such trainman shall be allowed the conductor rate of pay applicable to the service performed for each workday in which he performs service as a conductor.

The following signing bonuses will be awarded upon signing of the Agreement:
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 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

ARTICLE 9

TERMINALS AND ON/OFF DUTY POINTS FOR OUTLYING ASSIGNMENTS

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

ARTICLE 10

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 11

LUNCH PROCEDURES AND LOCKER STORAGE

- (a) Employees will eat their own lunch en route (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 not be entitled to any additional monetary compensation.
- (c) The Carrier will provide adequate locker storage for employees at on duty points.

ARTICLE 12

MARKING OFF & REPORTING

- (a) Employees desiring to mark off from a regular assignment or the extra board must have 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 32. An employee marking off for any reason 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 consistent with Articles 6 and 13 herein.
- (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, employees may provide themselves with a beeper 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 beeper 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 shall be marked up for service at the time they report and shall be placed last out on the extra board.

(f) Duly accredited BLET representatives engaged in Union business shall be granted the right to mark off. If vacancies under paragraph (f) 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.

ARTICLE 13

RELIEF FROM 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 14

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.

(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.

(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) 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 23.
- (h) 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. A trainman 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 15

CALLED - NOT USED

Whenever an extra employee is called for work and actually reports to work but is not used, two (2) hours straight time pay 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 residence or lodging facility.

ARTICLE 16

RUN AROUNDS

(a) Extra employees will run first in, first out. When extra employees are runaround or left unplaced through no fault of their own, they shall be allowed eight (8) hours pay.

ARTICLE 17

SENIORITY

(a) 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.

(b) New Hires -

New hires will establish seniority as of the first day of any compensated service. 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 in the Carrier's sole discretion without investigation procedures provided in Article 29. 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 Articles 42 and 43 of this Agreement.

(c) Seniority shall govern the right to work positions, assignments, vacation, and all other circumstances except as otherwise provided in this Agreement.

(d) A seniority roster of trainmen 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 be in line for promotion from brakeman to conductor in accordance with their relative seniority standing consistent with applicable provisions provided for herein, and shall be shown on seniority roster by appropriate symbols and dates. Their ranking on the seniority roster will not change.

(g) Employees shall not be permitted to waive their seniority standing and promotional responsibilities.

(h) 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.

(i) 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. Employees 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.

(j) Employees accepting full time official positions with the Carrier or the organization shall 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.

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

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

ARTICLE 18

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 Brakeman/Conductor 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 trainman can bump onto that job assignment for a period of fourteen (14) days from the date it was awarded unless the trainman was displaced through no fault of his own. A trainman wishing to make a sixty (60) day displacement may not displace any trainman on a position if that job was awarded within the previous fourteen (14) days. A trainman 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 granted 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 48 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. 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.

(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 19

DEADHEADING

An employee called to deadhead from one duty point to another to fill vacancies at outlying points shall receive a straight time deadhead allowance designated in chart and mileage at the IRS mileage rate. 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 the IRS mileage rate would be paid for driving to Hartland the first day. A deadhead allowance of 1 hour and 30 minutes plus mileage at the IRS mileage 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 20 relating to away from home expenses.

The following example will be used when claiming deadhead pay to outlying points to cover vacancies.

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

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

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 20

AWAY FROM HOME EXPENSES

(a) When the Carrier ties up train service 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 train service 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 21

HOURS OF SERVICE LAW **RELEASE BETWEEN TERMINALS**

(a) Employees shall not be tied up at intermediate points unless it is apparent that the trip cannot be completed under the provisions of the Hours of Service Act.

(b) Employees so tied up shall be paid not less than one basic (1) day's pay at the daily rate applicable to the service to which assigned up to time of tie up, and shall be considered as again under pay at the expiration of eight (8) hours unless a longer period of rest is required under the Hours of Service Act.

(c) When employees are relieved from duty at intermediate points, but are to be transported to a terminal of their assignment rather than tied up for rest, they shall be paid in accordance with Article 13.

(d) The foregoing method of pay shall also apply when the line is obstructed by wrecks, washouts, or similar emergency.

(e) The Carrier shall endeavor to arrange transportation home for employees who are tied up for an unreasonable or inordinate length of time.

ARTICLE 22

PILOT SERVICE

(a) In the event foreign-line trains are detoured over the Wheeling & Lake Erie Railway Company trackage, a conductor will be used as pilot and paid under Article 8 herein.

ARTICLE 23

ADVERTISING AND FILLING VACANCIES

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

1. They become permanently vacant as defined herein
2. The days off change
3. The on and off-duty point change
4. The reporting time changes by more than two hours.

(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 17 or 18 herein.

(d) Advertisements shall be posted for four (4) consecutive calendar days and shall contain the information required by Article 14 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 at, 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) 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 filled for a permanent vacancy as a trainman, the junior trainman 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, 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.

(g) 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 hours (48) from time of return to service to make application for the position(s) bulletined during their absence, provided such position(s) has not been awarded to a senior employee.

(h) Temporary vacancies are never advertised. Temporary vacancies as trainman shall be filled by the first-out extra employee from the extra board having jurisdiction where the vacancy exists. In the event the extra board(s) is exhausted, the vacancy(ies) will first be filled under paragraph (I) below and if such can't be filled in that manner, then trainmen shall be called from the nearest extra boards. If an 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.

(i) when trainmen are furloughed, an "available furlough list" will be established for each extra board location and each furloughed employee will have the right to place their names on the list(s) -- which will allow them to report for service from their calling place within the two (2) hours set forth in ARTICLE 12 above -- for work opportunities available when the extra

board becomes exhausted. When the extra board(s) becomes exhausted, the Carrier will first call the employees listed on the available furlough list for vacancies before any other active employee is called. If after attempting to reach each furloughed employee who has placed their name on the available furloughed list the vacancy still has not been filled, the Carrier will then proceed to fill the vacancy under paragraph (h) above. This paragraph does not preclude the use of furloughed employees who are certified engineers to fill the service needs of the Carrier. The available furlough list will be maintained in seniority order. Employees on furloughed status may decline to accept a call to perform service.

- (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 24

EXTRA BOARDS

(a) The Carrier has the right to 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, subject to the provisions of Article 13 herein.

(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 following:

First offense: verbal warning

Second offense: within twelve months of first offense
- written warning

Third offense: within twelve months of first offense
- five days suspension

Fourth offense: within twelve months of first offense
- fifteen days suspension

Fifth offense: within twelve months of first offense
- dismissed

A copy of missed call reports will be provided to the General Chairman.

(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 ten (10) basic days' pay in each semi-monthly period. The Carrier shall make available the necessary data and records to the Local Chairman or his designated representative 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.

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 25

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 trainmen shall be recalled regardless of on/off duty point prior to the Carrier hiring any new trainmen on the entire property.

ARTICLE 26

USE OF COMMUNICATION SYSTEMS

(a) It is recognized that the use of communication systems including the use of and the carrying of portable radios, pursuant to operating rules, is a part of the duties of employees covered by this Agreement.

(b) Portable radios shall not exceed three (3) pounds and shall be equipped with a suitable holder which shall firmly hold the radio close to the body, or shall be of such size as to permit being placed in coat or trouser pockets.

(c) Employees shall not be held responsible for accidents caused by failure of communication equipment to function, provided that such failure is not due to the abusive or negligent use of the equipment by the employee.

(d) Lantern, batteries, and bulbs shall be furnished and maintained at no expense to each employee.

ARTICLE 27

CABOOSES AND ENGINES

The WLE RR generally does not use cabooses, nor is it required to use cabooses. The parties agree that engines generally 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.

ARTICLE 28

ACCUMULATION OF SENIORITY

Any individual with seniority in train service not currently working in such service, and not a member of the BLET, shall not accumulate seniority in train 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 train service rosters in this regard.

ARTICLE 29

DISCIPLINE AND INVESTIGATION

(a) Except as provided in paragraph (c), no trainman 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, a trainman 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 a trainman 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 a trainman 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 trainmen involved and/or the Local Chairperson 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 twenty-four (24) hours before a

formal investigation is scheduled to begin. 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 therefore will be issued to the trainmen responsible, with a copy to the Local Chairperson, 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.

(d) (1) A trainman 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 ten (10) days from the date the Designated Carrier Officer 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.
- (D) A statement that he may be represented by his duly accredited representative of the United Transportation Union.
- (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 a trainman is the basis for requiring him to attend the formal investigation, the trainman 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 trainman.

(2) A trainman 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, be written notice to the trainmen 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 a trainman 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 trainman 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 trainman 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 trainman.

(5) A trainman 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 trainman 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 a trainman is assessed discipline, a true copy of the investigation record will be given to the trainman and his duly accredited representative.

(g) If discipline is to be imposed following a formal investigation, the trainman 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 Chairperson must, within sixty (60) days after the date the decision is rendered make an appeal in writing to the highest appeal officer of the Carrier requesting either that he be given a written response or that the case be held in abeyance pending discussion in conference with the highest appeals officer of the Carrier. When a written response is requested, the highest appeals officer of the Carrier will give written notification of his decision to the General Chairperson within sixty (60) days after the date of his receipt of the appeal. When a request is made for the case to be held in abeyance pending discussion in conference, the conference will be arranged within sixty (60) days after the highest officer of the Carrier receives the request for a conference. The highest appeals officer of the Carrier will give written notification of his decision to the General Chairperson within sixty (60) days after the date of the conference.

(i) The decision of the highest appeals officer of the Carrier will be final and binding unless within sixty (60) days after the date of the written decision, 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 submitted to a tribunal having jurisdiction pursuant to law within nine (9) months computed from the date the decision was rendered.

(j) (1) Time limits provided for in this Rule may be extended or waived by agreement in writing between the applicable officer of the Carrier and the trainman'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 of 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 a trainman 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 remove.

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 a trainman be required to serve the deferred suspension?

A-3: A trainman 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 29 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 29 is to be construed as limiting in any way the Carrier's right to reject the employee's application in accordance with Article 17b.

ARTICLE 30

TIME LIMIT ON CLAIMS

(a) All claims or grievances must be presented in writing by or on behalf of the employee involved to the Officer of the Carrier authorized to receive same, 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. Should any such claim or grievance be disallowed, the Carrier shall within thirty (30) days from the date same is filed, 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 filing 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) With respect to claims and grievances involving an employee held out of service in discipline cases, the original notice or request for reinstatement with pay for time lost shall be sufficient.

(e) This Rule recognizes the right of representatives of the Organization hereto to file and prosecute claims and grievances for and on behalf of the employees they represent.

(f) This Rule shall not apply to requests for leniency.

(g) Unless otherwise provided for herein, it is expressly understood that any claim for compensation submitted to the Carrier on account of a violation of this Agreement and subsequently found to be valid will be paid on the basis of not less than a basic day's pay at the applicable rate for each day covered by the claim.

(h) 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.

Q-A: Who may submit a claim or grievance and appeal that claim or grievance if not initially settled?

A-1: Only the employee or a duly authorized representative of the BLET.

ARTICLE 31

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 8 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 8 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 of, 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 32

PERSONAL LEAVE/SICK DAYS

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

(b) The Carrier will allow two (2) trainmen 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 served 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. (d)

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 31.

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

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

(h) 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 33

ATTENDING RULES CLASSES

(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 6 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.

ARTICLE 34

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 35

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.

AGREED-TO QUESTIONS AND ANSWERS

These agreed-to 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 employer 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 36

JURY DUTY

(a) 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 37

LEAVE OF ABSENCE

(a) An employee may request a leave of absence of less than 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, in which case the leave of absence will be extended to include such delay. Employees terminated under the conditions hereof may request an investigation under the provisions of Article 29 herein, provided written request therefore 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) Any employee desiring to return from any 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 38

VACATION

(a) Employees must have completed 110 calendar starts or 880 hours of work in the previous vacation year to qualify for vacation. Beginning January 1, 1994, the previous calendar year (1993) becomes the "qualifying" year and each calendar year thereafter likewise.

(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 Article 38, 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 each occupational group and 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 Article 12(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 39

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 reinstated 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.

ARTICLE 40

UNION SHOP AGREEMENT

(a) As a condition of employment, within ninety (90) days after the beginning of employment or within sixty (60) days of the execution of this agreement, whichever event shall first occur, all employees represented by the Brotherhood of Locomotive Engineers and Trainmen employed as trainmen by the Wheeling and Lake Erie Railway, shall become and remain members, subject to the terms contained herein.

(b) This condition of employment shall not be required with respect to any employee to whom membership is not available upon the same terms and conditions as are generally applicable to any other member, or with respect to any employee to whom membership has been

denied or terminated for any reason other than the failure of the employee to tender periodic dues, initiation fees and/or assessments uniformly required as a condition of acquiring or retaining membership in the Brotherhood of Locomotive Engineers and Trainmen.

(c) Employees promoted to official or other positions with either the W & LE or the BLET who have accumulated seniority applicable to their terms of the schedule and/or this agreement will not have such seniority terminated by reason of the provisions herein, during such period of time as such employee serves in a promoted capacity.

(d) Employees furloughed through reduction in force, off due to sickness, leave of absence or due to service in the Armed Forces, who have accumulated seniority under the provisions of the schedule agreement or the provisions contained herein, will not forfeit seniority by reason of these terms contained in this agreement.

(e) Notice of non-compliance of a covered employee with this union shop agreement must be given by the Brotherhood of Locomotive Engineers and Trainmen to the Wheeling & Lake Erie Railway, in writing, requesting that the employment and seniority of such employee be terminated.

(f) Within 5 days after receipt of the notice of non-compliance, issued by the Brotherhood of Locomotive Engineers and Trainmen, the Wheeling & Lake Erie Railway shall forthwith give the employee an opportunity to present proof of compliance within ten days after the Carrier gives such notice. In the absence of proof of compliance, the employee shall be removed from service and regarded as having terminated his employment and member relationship for all purposes, except the right to be compensated for his services up to the date of discharge.

ARTICLE 41

UNION DUES DEDUCTION

Section 1.

(a) The Carrier shall, subject to the terms and conditions of this Rule, periodically withhold and deduct sums for monthly membership dues and assessments (not including fines and penalties) uniformly required as a condition of retaining union membership, due the Organization from the wages due and payable to employees working under agreements between the Carrier and the Organization, who are members of the Organization, and who have so authorized the Carrier by signed authorizations.

(b) The Organization 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 Organization 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.

Section 2.

(a) Deductions, as provided herein, shall be made by the Carrier in accordance with a master deduction list prepared by the Treasurer of Local 292 of the Organization listing each affected employee in employee number order. Such list, together with authorization forms, shall be furnished to the Carrier on or before the first day of the month preceding the month in which deductions are to take effect under the provisions of this Rule.

(b) Thereafter, any deletions or additions to the master deduction list, or any changes in the amounts to be deducted from the wages of employees, shall be furnished to the Carrier not later than the first day of the second payroll period of the month in which such changes are to be made, such information to be accompanied by the proper authorization or revocation forms. Any changes shall be given to the Carrier not later than the first day of the second payroll period of the month on a copy of the list the Carrier will furnish the Treasurer of Local 292, which is referred to in Section 4 of this Rule.

Section 3.

(a) Deductions will be made from the wages earned in the second payroll period of the month in which their aforementioned certified statements are furnished to the Carrier.

(b) The following payroll deductions will have priority over deductions in favor of the Organization as covered by the 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.
4. Group insurance premiums.

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

(d) Responsibility of the Carrier under this Rule shall be limited to remitting to the Organization amounts actually deducted from the wages of employees pursuant to this Rule. The Carrier shall not be responsible financially or otherwise for failure to make deductions or for

making improper or inaccurate deductions. Any questions arising as to the correctness of the amounts deducted shall be handled between the employee involved and the duly accredited representative of the Organization, and any complaints against the Carrier in connection therewith shall be handled with the Carrier by the duly accredited representative. Nothing herein shall be construed as obligating the Carrier to collect any dues or assessments from employees who leave its service, or who give up membership in the Organization for any reason, or whose wages shall be involved in any claim or litigation of any nature whatsoever.

Section 4.

The Carrier will remit to the Union officer designated by the duly accredited representative the amounts due the Organization deducted from the wages of members, making such remittances not later than the last day of the month following the month from which the deductions are made. The Carrier will, at the time of such remission, furnish the designated Union officer a list of the employees, in employee number order, from whom deductions were made, showing the amount of such deductions.

Section 5.

Except for remitting to the Organization monies deducted from the wages of employees, as described in Section 4 hereof, the Organization shall indemnify, defend and save 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 Organization.

Section 6.

(a) This union dues deduction agreement is subject to the provisions of the applicable federal and state laws now in existence or enacted in the future.

(b) This union dues deduction agreement is subject to immediate cancellation by written notice to the General Committee of the Organization if the Carrier is required by federal law or the law of any state in which it operates, to change its pay date or payroll procedures in such a manner as to make dues deduction an unreasonable burden.

(c) This union dues deduction agreement shall be automatically terminated as of the date official notification is received from the National Mediation Board of a change in the representation of employees now represented by the Organization signatory to this Agreement, or upon termination of the Rules and Working Conditions Agreement between the parties.

Section 7.

No part of this Rule shall be used in any manner whatsoever directly or indirectly as a basis for a grievance (except as provided in Section 3(d)) or time claim by or in behalf of an employee.

ARTICLE 42

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 43

RETIREMENT PLAN

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

(b) All trainmen 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 44

PROFIT SHARING PLAN

All conductors and brakemen 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 45

PERSONAL SAFETY ITEMS

(a) WLE will provide every trainman 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 trainman. If items listed in paragraph (a) are lost or stolen, they will be replaced at the Carrier's cost charged to the trainman.

(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.

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 18 day of January, 2019.

FOR THE ORGANIZATION:

FOR THE CARRIER:



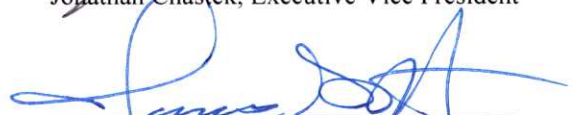
Mike Twombly, BLET Vice President



Jonathan Chastek, Executive Vice President



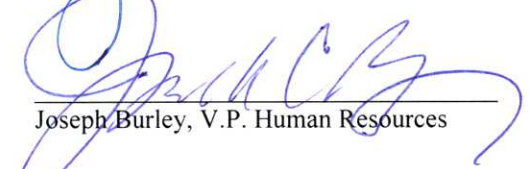
L. Randy Fannon, BLET General Chairman



James Hill, V.P. Transportation



Rob Dillon, BLET Local Chairman



Joseph Burley, V.P. Human Resources