

**COLLECTIVE BARGAINING  
AGREEMENT**

**Between**

**ILLINOIS RAILWAY (“IR”)**

**And**

**IT’S ENGINE AND TRAIN SERVICE EMPLOYEES REPRESENTED BY**

**BROTHERHOOD OF LOCOMOTIVE  
ENGINEERS & TRAINMEN  
 (“BLET”)**

**Effective March 21, 2020**

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## **PREAMBLE**

The following Agreement between the Illinois Railway ("IR"), and the Brotherhood of Locomotive Engineers and Trainmen (BLET) recognizes the unusual principles and conditions existing within the short line railroad industry that are not applicable to the major trunk line railroads.

IR and BLET further recognize a common interest in the railroad industry. Therefore, a harmonious relationship is desirable to maintain rapport among IR, its customers, BLET and the public. Continued peace and harmonious relationships will benefit all concerned and the parties further agree that they will, consistent with this Agreement, use rational, and common-sense methods to settle any differences between them.

## **ARTICLE 1** **REPRESENTATION AND DEFINITIONS**

Section 1.1 IR recognizes that the BLET represents the engine and train service employees on IR. Further, IR and BLET recognize their respective rights and responsibilities under the Railway Labor Act, as amended. In addition, it is recognized that the General Committee of Adjustment (GCA) is the bargaining representative and encompasses the GCA, the Local Chairman and anyone designated by the General Chairman. IR and the BLET shall apply the provisions of this Agreement without discrimination based on union membership, race, color, creed, religion, national origin, age, sex or disability.

### Section 1.2 Definitions

1.2.1 The term "employee" means all engine and train service employees represented by the BLET.

1.2.2 The term "emergency" means an event that disrupts the normal flow of business on IR including but not limited to Acts of God, acts of force majeure, train accidents, vandalism, lack of locomotives, and lack of qualified personnel to operate trains and customer needs or requirements.

Section 1.3 The use of such words as "he", "his" and "him" are not intended to restrict the application of this Agreement to a particular gender but are used solely for the purpose of grammatical convenience.

## **ARTICLE 2** **SCOPE**

Section 2.1 Employees as defined in Article 1, Section 1.2.1 shall perform any and all services pursuant to the direction of IR, including but not limited to steps required for the make up of trains or the movement of cars and trains over and through IR trackage or trackage over which it is permitted to operate by virtue of trackage rights, operating rights or any other such

arrangements with other rail carriers. The primary work of the operating employee is the operation of trains, locomotives, remote control devices used to operate locomotives and any other motive power used for the make up or movement of cars and trains, coupling and uncoupling cars, inspecting cars and locomotives, throwing switches, locking and unlocking derails, opening and closing gates, coupling and uncoupling air hoses, relieving other employees, servicing and supplying locomotives, receiving train orders and/or track warrants, performing air brake tests, daily inspections of engines, receiving, delivering and/or transmitting waybills, car placement information, bills of lading, switch lists and other data. IR may, however, use other personnel to move locomotives or trains for repairs, maintenance, or testing, where the movement is incidental to the work performed thereon, provided such movements do not involve the movement of revenue traffic.

Section 2.2 It is further recognized that IR may require operating employees from time to time to perform duties outside their primary duties such as fueling locomotives, changing brake shoes, and conducting repairs to locomotives and cars, assisting in training new operating and engine service employees, assisting other employees to clear main line or perform other functions as may be necessary, and other duties as may be assigned.

Section 2.3 All IR policies, practices, and procedures previously or subsequently issued by IR that are not in conflict with this Agreement govern the employees covered by this Agreement.

Section 2.4 IR management may perform work normally performed by an employee in the event of the unavailability of an employee, when IR is unable to contact other qualified bargaining unit employees or in the event of work of an urgent or emergency nature. It is understood that it is not the intent of the IR to use this latitude to reduce work, overtime or artificially restrict hiring.

### **ARTICLE 3** **MANAGEMENT RIGHTS**

IR retains the sole and exclusive right to manage the affairs of the business and to direct its work force, subject to the provisions of this Agreement. Such functions of management include, but are not limited to, the right to hire, enforce rules of safety, promote, discharge or discipline (including layoff and recall of employees), maintain efficiency of employees, rearrange or change, extend, limit or curtail its operations or any part of it, to decide the number of employees that it assigns to work on any job or shift, the equipment employed in the performance of such work, as well as to determine and set performance levels. The parties recognize the IR currently has assigned two (2) man crews to work on the majority of trains. However, this recognition does not restrict the IR in any manner from assigning additional crew members or fewer crew members to work on any trains as the IR deems necessary.

### **ARTICLE 4** **PROBATIONARY PERIOD**

IR shall employ persons hired after the effective date of this Agreement on a probationary basis for a period of ninety (90) calendar days following the date the employee has been qualified by

management to work independently on an assignment. During the probationary period, IR may dismiss the Employee for any non-discriminatory reason and neither the employee nor the BLET shall have any right to grieve or otherwise challenge the dismissal. An employee who has been accepted for employment in accordance with this provision will not be terminated or disciplined by IR for furnishing incorrect information in connection with an application for employment or for withholding information therefrom unless the information involved was of such a nature that the employee would not have been hired if the IR had timely knowledge of it.

**ARTICLE 5**  
**SENIORITY, BIDDING AND ASSIGNING OF POSITIONS**

Section 5.1 The seniority of conductors covered by this agreement shall be the date they first perform compensated service on the IR. If two (2) or more employees are hired on the same date and perform compensated service on the same date they will be ranked on the seniority roster as determined by age, with the elder employee ranked higher in seniority. The seniority of engineers covered by this agreement will be from the date of promotion to locomotive engineer on the IR. If two or more employees are promoted as engineers on the same date their ranking on the engineer's seniority roster will be in the same relative order as conductors. Employees that are in training to become locomotive engineers will be placed on the seniority roster when promoted ahead of any new hire locomotive engineer hired during the training period.

Section 5.2 IR will prepare two seniority rosters as of January 1<sup>st</sup> of each year. One will be a seniority list for qualified locomotive engineers and another for qualified conductors. IR will post the seniority lists in a convenient place on bulletin boards at all locations where employees go on/off duty. IR will provide a copy of the rosters to the Local Chairman or other designated officer of the BLET. In the event a roster contains any error(s), the BLET must file any appeal to the order of seniority shown or any other material errors noted on the seniority roster within thirty (30) calendar days of the date of the posting of the seniority roster. Attached as Appendix "C" to this agreement is a copy of the agreed upon seniority roster as of the ratification date of this agreement.

Section 5.3 An employee who IR promotes or reassigns to another OmniTRAX managed property, or who is elected or appointed to a full-time salaried position with the Organization or its affiliates after the effective date of this Agreement, will retain and continue to accumulate seniority in the BLET provided, they continue to satisfy the Union Shop requirements. Employees that elect not to satisfy the Union Shop requirements will have their seniority date frozen. Once an employee has neglected their Union Shop Obligation for a period of one (1) year from the date they left either engine or train service, their seniority shall be terminated. Any such employee who voluntarily or involuntarily leaves the promoted or reassigned position must return to engine and train service within ten (10) days or forfeit all seniority rights.

Section 5.4 IR is not obligated to reinstate an employee who leaves the service of IR of his own accord and forfeits all seniority rights.

Section 5.5 Regular assignments will be bulletined for a minimum period of seven (7) days with bulletins posted at points where employees go on/off duty. The bulletin must specify the position, location, start time and rest day(s) of assignment. Employees desiring such assignments will indicate their preference therefore on the prescribed form within the seven (7) day period. The senior qualified employee making application will be assigned.

Section 5.6 Qualified engineers may bid positions as conductors according to their standing on the conductor's seniority roster and, if the senior applicant will be assigned to the position provided all engineer positions are filled with qualified engineers. In the event an engineer position is vacant, and no engineer bids the position the junior engineer working as conductor will be assigned to the position.

Section 5.7 Temporary vacation vacancies will not be bulletined by the Company but will be filled by application or from the extra board as provided below:

1. Known vacancies of seven (7) or more days will be assigned to the senior employee making application thereto. Application for a temporary vacation vacancy may be submitted up to 48-hours of the start time of the vacancy. Assignments shall be effective on the first day of the vacancy. An employee who is granted a temporary vacancy must occupy the vacancy for its duration and observe the rest day(s) assigned to the position.
2. Any resultant vacancy from a regularly assigned employee occupying a temporary vacation vacancy shall be protected from the extra board.
3. Temporary vacation vacancies not filled by application shall be protected from the extra board.

Section 5.8 The General Manager or his designee and the Local Chairmen will determine job assignments on "Sadie Hawkins Days". For 2022 and for each succeeding year, the Sadie Hawkins Day periods will be:

<u>Bids open</u>	<u>Bids close</u>	<u>Bids effective</u>
February 15 <sup>th</sup>	February 25 <sup>th</sup>	March 1 <sup>st</sup>
June 15 <sup>th</sup>	June 25 <sup>th</sup>	July 1 <sup>st</sup>
October 15 <sup>th</sup>	October 25 <sup>th</sup>	November 1 <sup>st</sup>

During Sadie Hawkins Day periods IR Engineers and Conductors will bid for assignments. Such bids will show the Engineers and Conductors bids in order of preference. If an employee does not submit a bid for an assignment, he or she will be assigned to a remaining assignment after all other assignments have been filled.

**ARTICLE 6**  
**GUARANTEED EXTRA BOARD**

Section 6.1 An extra board or boards may be established or discontinued at the discretion of the IR.

Section 6.2 The extra board will be considered an assigned position. Positions on the extra board will be bulletined and filled by seniority choice. If an assignment for the extra board goes no bid the IR may force employee(s) to the extra board in reverse order of seniority.

Section 6.3 The extra board shall be a combination engineer/conductor rotary board with employees being called in rotation on a first-in/first-out basis depending on qualification for the assignment called. An employee in the first-out position on the extra board who is not qualified for a position may be runaround by the next available employee assigned to the extra board that is qualified for the position. If a certified engineer is not available on the extra board and the vacancy to be filled is for the engineer's position, and the conductor on the job is a certified engineer, IR may move the conductor over to fill the engineer's position and then call the next available employee from the extra board to fill the conductor's position. If the conductor working on the job on which the engineer's vacancy exists is not a certified engineer, and the extra board is exhausted of available engineers, IR may use the junior engineer to fill the vacancy.

Section 6.4 The work week for the extra board will be Monday through Sunday. Employees assigned to the extra board must be available for service six (6) days per week and will receive a guarantee of forty (40) hours at the straight time rate of pay if they are available for service the entire week with exception to their scheduled rest day. Employees assigned to the extra board that mark off or are otherwise unavailable for call will forfeit the equivalent of an eight-hour basic day from the guarantee for each day they are unavailable with exception to their scheduled rest day.

Section 6.4.1 Extra board employees that work into their scheduled rest day will be afforded 24 hours rest from tie up and will be placed at the foot of the extra board without a reduction in guarantee. Each position on the guaranteed extra board will have an assigned rest day. Each guaranteed extra board position will be advertised during every bidding cycle and its assigned rest day must be specified in the advertisement and cannot be changed between Sadie Hawkins Days.

Section 6.5 Employees on the extra board may be assigned to positions for the purpose of qualifying at the discretion of the IR. These assignments may be for a single day or longer as determined by the IR in order for the employee to become qualified. The IR will have the sole determination regarding the qualification of an employee.

6.5.1 Employees will be required to provide the IR with a telephone number or numbers where the employee can be contacted. Employees will be called as near as practicable two (2) hours prior to the on-duty time of the assignment.

6.5.2 Extra board employees who tie up at the same time will be marked up in the order called for the service just ended.

6.5.3 When an extra board employee misses a call or marks off on call, he will not be allowed to mark up for a period of at least eight (8) hours. The IR may however, call the



employee before the expiration of the eight (8) hours and see if he is available for service, providing the extra board is exhausted. There will be no penalty if the IR needs to use an employee before the expiration of the eight (8) hour period. Employees marking up after having been off for any reason will be marked to the bottom of the board. Employees are not permitted to pass on a call for service when they are in the first-out position and qualified for the position they are being called for.

**ARTICLE 7**  
**REDUCTION IN FORCE**

Section 7.1 If IR reduces the workforce, it will demote or furlough employees in reverse order of seniority.

Section 7.2 All employees must keep IR informed of their current address and contact information.

Section 7.3 When IR restores or recalls the workforce, it will restore or recall employees to service in seniority order. Employees will retain their original seniority date and standing, provided they contact the IR within ten (10) days from the date of the recall letter and provided they physically report to service within twenty-one (21) days from the date of the recall letter. Failure of an employee to report to service within the twenty-one (21) day period will result in a forfeiture of seniority. Employees will be notified of recall by certified mail and IR will provide the BLET with copies of the recall letters upon request.

**ARTICLE 8**  
**VACANCIES**

Section 8.1 IR may abolish a position if it deems the position no longer necessary or redundant. Employees released from abolished assignments, and all employees subsequently displaced in the same displacement chain, shall have twelve (12) hours to displace the junior employee. Employees who fail to exercise seniority during the twelve (12) hour period shall be assigned to an open position.

Section 8.2 Permanent vacancies are defined as newly established positions or positions vacated due to exercise of seniority, retirement, death, dismissal, resignation, or reassignment that IR has not abolished and that it expects to remain open for at least thirty (30) days.

Section 8.3 Temporary vacancies are those due to known vacancies of five (5) days or more except those referred to in Section 8.2 above. Such vacancies will be filled as specified below:

8.3.1 By the senior employee who desires to work the vacancy.

8.3.2 From the Extra Board.

8.3.3 If the Extra Board is exhausted of available employees, the junior rested qualified employee shall be required to protect the assignment.

**ARTICLE 9**  
**WAGES**

Section 9.1 IR will pay each employee an hourly rate as set forth in Appendix “A”.

Section 9.2 IR will pay all regular employees covered by this Agreement on the 15<sup>th</sup> and the 30<sup>th</sup> of each month through electronic deposit. Base wages and pay for extra days worked will be paid one pay period in arrears. Pay shortages will be paid promptly upon notification. IR will provide each employee with an itemized statement of gross earnings and an itemized statement of all deductions made for any purpose.

Section 9.3 The bi-monthly pay schedule may be changed to a bi-weekly schedule should OmniTRAX change all other properties and entities to this schedule.

**ARTICLE 10**  
**QUALIFICATION, CERTIFICATION, AND TRAINING**

Section 10.1 All employees must qualify on IR operating rules. IR shall conduct periodic training programs designed to enable the employees to become certified for the engineer and conductor positions. Scheduling for training and rules exams will be determined by the IR on an annual basis. Conductors shall be required to accept promotion to engine service in seniority order. Conductors may be held out of the training program by the IR if they have a poor discipline and/or safety record.

Section 10.3 Employees will be compensated at the straight time rate of pay for taking a rules exam. An employee that fails a rules exam must retake the exam as directed by the IR. An employee that fails the exam on a second attempt will forfeit seniority and will be removed from the seniority roster.

Section 10.4 Conductors will be compensated at the straight time rate of pay as a conductor for training to become a locomotive engineer. Conductors in training that do not successfully pass the exam to become a certified locomotive engineer will be allowed an opportunity to retake the exam as directed by the IR. An employee that fails the exam on a second attempt will forfeit seniority and will be removed from the seniority roster.

Section 10.5 An engine service trainee, who after starting the training program is unable to continue the training due to illness which has been verified by a physician or is on an approved leave of absence will not be regarded as having failed provided that upon return the candidate immediately reenters the training program.

Section 10.6 Locomotive engineers and conductors will be compensated at the straight time rate of pay for taking a recertification exam. An employee that fails the recertification exam must retake the exam as directed by the IR. An employee that fails the exam on a second attempt will forfeit seniority and will be removed from the seniority roster.

Section 10.7 Engineers and Conductors who train new hires when directed by the IR management will be paid one (1) hour straight time per day for each day they are training a new hire in addition to any and all other compensation due in lieu thereof. Training hours will not be counted towards overtime calculations.

**ARTICLE 11**  
**LEAVE OF ABSENCE**

Unpaid Leave of Absence. After an employee has exhausted all compensated leave, an employee may request an unpaid leave of absence for up to fourteen (14) calendar days and IR may, in its sole discretion, grant or deny that request. If an employee wants to request an unpaid leave of absence for fifteen (15) to ninety (90) calendar days and he has exhausted all compensated leave, he must request the unpaid leave in writing and IR will, in its sole discretion, grant or deny the request in writing to the employee. An employee who absents himself for more than fourteen (14) calendar days without an approved leave of absence in writing will forfeit his seniority. If the employee wishes to have a leave of absence for a period of time beyond ninety (90) days, he must request that leave from IR which will not grant the request except by mutual agreement of IR and BLET or as required by law. An employee granted an unpaid leave for fifteen (15) calendar days or more shall sign a copy of the written authorization for IR's records. Any employee on an unpaid leave of absence from IR may not work for another employer, except on another OmniTRAX, Inc. managed railroad unless so approved by IR and BLET. Leave under the Family Medical Leave Act (FMLA) will be handled pursuant to laws and regulations applicable to FMLA.

**ARTICLE 12**  
**GRIEVANCE AND ARBITRATION PROCEDURE**

Section 12.1 If an employee feels he is aggrieved, he, or his representative, must submit a written, detailed grievance within ten (10) calendar days from the date of the alleged grievance to the General Manager of IR. The General Manager must respond to the employee or his representative in writing within thirty (30) days of the date of receipt of the grievance, either allowing or denying the grievance. Failure of the General Manager to issue a final decision within that time period will result in the grievance being sustained in its entirety but will not serve as a precedent regarding the underlying merits of the grievance.

Section 12.2 If the Employee is not satisfied with the General Manager's decision, the General Chairman may appeal the decision in writing to the Company's Highest Designated Officer (HDO) within thirty (30) calendar days of the date of the General Manager's decision. The HDO shall review and issue a decision in writing for the appeal within thirty (30) calendar days of the date of receipt of the appeal. The decision reached is final and binding unless, within thirty (30) calendar days, the BLET General Chairman notifies the Company's Highest Designated Officer (HDO) that he desires a conference on the matter. The parties will hold such a conference within thirty (30) calendar days of the date of the General Chairman's request for the conference unless the parties mutually agree to extend the time period. Within thirty (30) calendar days of the date of the conference, the HDO must issue a final written decision to the General Chairman. Failure to issue an initial or final decision within that time period

specified will result in the appeal being sustained in its entirety but will not serve as a precedent regarding the underlying merits of the grievance.

Section 12.3 If IR and BLET fail to settle the grievance, they shall handle the matter in accordance with the Railway Labor Act, as amended. All claims or grievances involved in a decision of the highest officer shall be barred unless within six (6) months from the date of said officer's post-conference decision 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. It is understood, however, that the parties may by agreement in any particular case extend the six months' period herein referred to.

Section 12.4 The parties may agree in writing to waive any of the time limitations outlined above.

Section 12.5 Each party will supply the other with the names of all officers or persons who shall function in its behalf in the grievance procedure.

### **ARTICLE 13** **HEARINGS AND DISCIPLINE**

Section 13.1 The parties recognize that it is in their mutual interest to have uniform procedures to ensure fair and impartial investigations when discipline may result in a suspension or termination unless waived by the employee. IR may hold an employee out of service pending an investigation if the alleged infraction is serious or severe.

Section 13.2 Employees charged with violations will be notified in writing via USPS Certified Mail or hand delivery with receipt of hand delivery. The notice of hearing will contain information sufficient to apprise the employee of the act or occurrence to be investigated. It will also include the time and location of the hearing and will be issued not later than thirty (30) days from the time the appropriate supervisory officer of the IR first gained knowledge of the incident(s). Employees so charged will be given sufficient time to obtain representation, prepare a defense and request witnesses to testify on their behalf at the hearing. The hearing will be held within fifteen (15) calendar days of the date of notification unless a postponement for cause is requested by either party. Postponements of investigations will not be unreasonably requested or denied. At the hearing the charged employee or his representative will be permitted to be present for the entire proceeding, to hear all testimony, and to question all witnesses.

Section 13.3 A decision will be rendered within thirty (30) calendar days following the completion of the hearing. The employee will be notified of the decision via USPS Certified Mail or hand delivery with receipt of hand delivery. The postmark will be used to determine compliance with this 30-day time limit if mailed. Failure of IR to issue notice of discipline within this thirty (30) calendar day requirement will negate its right to assess discipline for the relevant matter.

Section 13.4 In the event discipline is assessed, a complete and accurate transcript of the investigation will be provided to both the employee and his representative with IR's decision. The employee or his representative has the right to appeal the decision provided such appeal is filed with the officer of IR designated to handle appeals within thirty (30) calendar days of the date of the decision. If an appeal is not filed within this time period, the matter is barred from further action or appeal by the BLET unless the parties mutually agree otherwise.

Section 13.5 IR's designated officer must issue a written decision on the employee's appeal within thirty (30) calendar days of the date of receipt of the employee's appeal. If IR fails to issue such decision within these thirty (30) calendars day period, the appeal will be sustained in its entirety.

Section 13.6 The decision reached pursuant to Article 12.5 is final and binding unless, within thirty (30) calendar days, the General Chairman of the BLET notifies the Company's Highest Designated Officer (HDO) that he desires a conference on the matter. The parties will hold such a conference within thirty (30) calendar days of the date of the General Chairman's request for the conference unless the parties mutually agree to extend the time period. Within thirty (30) calendar days of the date of the conference, the HDO must issue a final written decision to the General Chairman. Failure to issue a final decision within that time period will result in the appeal being sustained in its entirety.

Section 13.7 If IR and the BLET fail to settle the grievance, they shall handle the matter in accordance with the Railway Labor Act, as amended. All claims or grievances involved in a decision of the highest officer shall be barred unless within six (6) months from the date of said officer's post-conference decision 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. It is understood, however, that the parties may by agreement in any particular case extend the six months' period herein referred to.

Section 13.8 An employee notified to attend a hearing and found to be not guilty, will be paid for all time lost. The hearing will be held at the general offices of IR.

Section 13.9 If IR calls an employee to attend a hearing as a carrier witness on their off duty time it will pay him for all time from the time required to report until the time of final release by the hearing officer.

Section 13.10 IR may offer a charged employee the right to waive the hearing and accept responsibility for the charges. Such a waiver will be in writing, signed by the carrier officer and the employee and contain the specific amount of discipline that will be assessed as a result of the employee waiving his/her rights to the hearing. Offers of waivers that are rejected by the employee will not be referred to by either party in any other forum.

Section 13.11 If, as a result of handling a matter at any stage of this Article, the employee is exonerated, he will be reinstated, if out of service, paid for all time off if any, and will have the relevant notation removed from his personal record.

Section 13.12 All time limitations set forth in this Article may be extended by mutual agreement of the parties.

**ARTICLE 14**  
**HOLIDAYS**

Section 14.1 IR recognizes the following days as paid holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Friday after Thanksgiving, Christmas Eve Day, Christmas Day, and New Year’s Eve Day.

Section 14.2 IR will pay each employee who qualifies for a holiday eight (8) hours at the straight time rate of pay specified in Appendix A. To be eligible for holiday pay, an employee must have worked or have been available for work on his last regularly assigned workday before the holiday and his first normally assigned workday following the holiday. If scheduled to work the holiday, employees must protect their assignments in order to be eligible for holiday pay. Employees who are on a compensated absence such as PTO or bereavement leave when the holiday occurs are considered to have met this requirement. Employees who work a holiday will be paid for any hours worked in addition to receiving the holiday pay if they qualify for holiday pay.

**ARTICLE 15**  
**PAID TIME OFF**

Section 15.1 Employees who qualify will receive paid time off ("PTO") on the following schedule according to their length of service:

After one (1) year of service .....	Ten (10) days
After two (2) years of service .....	Fifteen (15) days
After four (4) years of service .....	Twenty (20) days
After eleven (11) years of service .....	Twenty-five (25) days

Paid time off cannot be accumulated from one year to another; however, any unused PTO will be paid out at the applicable rate for the year not taken in the first pay period of the following year.

Section 15.2 To be counted as a year of service an employee must have one hundred forty (140) starts in the calendar year. For extra-board employees days of availability shall count as starts. An employee who has completed the minimum number of starts to qualify for PTO will receive an eight (8) hour day at the straight time rate of pay for each PTO day.

Section 15.3 Employees will be required to submit their PTO requests before December 1st of each calendar year. Those who do not submit a PTO request by December 1st may have their PTO assigned to them. The designated representative of the IR and the Local Representative of the BLET will work together in developing and assigning the PTO schedule for each terminal in accordance with seniority. Those employees with the greater amount of seniority will have

priority if IR receives duplicate requests for the same PTO times. Employees should include at least three (3) choices when submitting requests for weekly increments of PTO in case of duplicate requests. PTO may be taken from January 1<sup>st</sup> to December 31<sup>st</sup> and will commence and end as outlined below:

1. For regular assigned employees PTO will commence at 12:01 a.m. of the first day following the assigned days off the assignment to which the employee is currently working and will end at 11:59 p.m. of the day preceding the first day on which the assignment is scheduled to work that the employee was on preceding PTO.
2. For extra board employees, if unassigned, PTO shall commence at 12:01 a.m. on Monday and shall end at 11:59 p.m. on Sunday.
3. Regular assigned employees are expected to report the first day of their assignment following the end of their PTO period. Extra board employees are expected to protect the extra board at 12:01 a.m. of the Monday immediately following the end of their PTO period.

Section 15.4 It is the intent of the parties that the employee will normally take PTO in increments of one (1) week or more except that the employee may not take more than two (2) weeks at a time without the written approval of the General Manager of IR. Employees may take up to one week of PTO in single day increments on a first come, first-serve basis. Employees may request a single day of PTO with a minimum forty-eight (48) hours advance notice to the designated officer of the IR. Such requests will be in writing and on the form supplied by the IR. The IR may grant or deny such PTO request based upon its requirements of service. Employees that desire to take up to one week of PTO in single day increments will designate a specified week in the PTO schedule that they want to use in single day increments. This designation must occur when the PTO schedule is bid prior to December 1<sup>st</sup>. Employees that do not elect to designate a week for single day increments may not take single days during that PTO year. When a single day is taken it will be removed from that week. If not, all PTO days have been taken when the designated week arrives any remaining single days will be required to be taken during that week. The employee will discuss the scheduling of the time off for these remaining days with his designated supervisor. The scheduling of this remaining PTO time will be at a time during the week that allows the IR to meet its requirements of service.

Section 15.5 IR reserves the right to grant or deny PTO requests based upon its service or operational needs. If there is a need of an employee to change his PTO schedule based upon personal circumstances, he can submit his request to the designated officer of the IR who will take it under consideration.

Section 15.6 IR will pay an employee his accrued but unused PTO upon the termination of the employee's employment with IR.

**ARTICLE 16**  
**PERSONAL LEAVE DAYS**

Employees will be given two (2) personal leave days each calendar year to be used for any Personal reasons. These days do not have to be scheduled at the first of year and may be used separately. However, employees must request these leave days at least forty-eight (48) hours in advance.

Approval for these leave days will be based upon manpower requirements for the operations. If the request is denied due to business needs, the employee will be paid out the two (2) days on the first pay date of the following year. If the employee does not request to use either of the personal leave days, they will forfeit them for the calendar year.

**ARTICLE 17**  
**BEREAVEMENT**

Section 17.1 Bereavement leave allows an employee time off when a death occurs in the immediate family. IR will give an employee a leave of up to three (3) basic eight (8) hour days at the straight time rate of pay.

Section 17.2 The definition of an employee's immediate family is the employee's spouse, child, parent, parent-in-law, stepparent, stepchild, and employee's brother or sister and grandparent.

Section 17.3 The days of leave for which IR shall pay the employee is limited to those days on which the employee is regularly scheduled to work and is unable to work because he is arranging for, traveling to and from or attending the funeral. IR will not grant pay to employees for this purpose who are already on vacation, leave of absence, lay off or paid holiday.

**ARTICLE 18**  
**JURY DUTY**

Section 18.1 IR will pay employees who serve jury duty the difference between the amount paid by the court for such service and the amount of their regular earnings at their equivalent hourly rate of pay that they would have otherwise earned for a period of a maximum of thirty (30) days a year. IR will not grant any jury duty pay to the employee if the employee is on leave of absence, lay off, vacation or holiday. IR will not consider hours paid under this provision as time worked when it computes overtime.

Section 18.2 If an employee is subpoenaed by some other party or required by the IR to attend any court proceeding, coroner's inquest or deposition to provide testimony in connection with actions arising out of his employment or to assist the IR in connection with such proceedings, inquest or deposition, the IR will reimburse him for reasonable expenses incurred in connection with his attendance, provided that if the employee is under criminal investigation or is a party to a civil suit, the IR shall not be obligated to reimburse the employee unless the General Manager of the IR and the BLET mutually agree.



**ARTICLE 19**  
**GROUP HEALTH BENEFIT PLANS**

Section 19.1 Employees are covered by the IR Group Health Benefit Plans. Employees must first meet the qualifying criteria as described in the group plans before they are eligible to receive benefits. IR employees may obtain a booklet outlining the coverage available from the General Manager's Office.

Section 19.2 IR will pay its share of the premium as long as the employee meets the qualifying criteria as described in the group plan to be eligible to receive benefits. If the employee fails to qualify for coverage during a calendar month, he/she will be afforded the option to continue coverage under the plan by paying the premium cost if permitted by the insurance carrier.

Section 19.3 IR employees may participate in the company 401(k) plan if they meet the criteria set forth in that plan as well as the vision, dental and life insurance plans as provided in the IR group policies.

**ARTICLE 20**  
**LUNCH PERIOD**

Engineers and Conductors in any service will be allowed thirty (30) minutes for lunch at an appropriate and reasonable facility without a reduction in pay. The lunch period shall commence between three (3) hours and seven (7) hours after the start time of the assignment. In the event that Engineers or Conductors cannot take a lunch period, the IR agrees to pay thirty (30) minutes at the applicable straight time rate of pay in addition to any other compensation, in lieu thereof.

**ARTICLE 21**  
**PAYROLL DEDUCTION**

Section 20.1 All employees covered by the terms of this agreement will be required to become and maintain membership in the BLET except as otherwise specifically provided herein. Union membership, for purposes of this Agreement, is required only to the extent that employees must pay either (i) the BLET's initiation fees and periodic dues or (ii) service fees. The service fees shall be equal to the BLET's initiation fees and periodic dues and, in the case of an objecting service fee payer, shall be the proportion of the initiation fees and dues corresponding to the portion of the BLET's total expenditures that support representational activities.

Section 20.2 Subject to the conditions set forth below, IR will deduct from wages earned by an employee all sums for periodic union dues, initiation fees, and assessments (but not fines and penalties) payable to the BLET upon written and unrevoked authorization of an employee in the form agreed upon by the parties. Deductions for federal, state, and municipal taxes, any amounts due IR by the employee, and deductions required by law or court order have precedence over union deductions.

Section 20.3 An employee may revoke a payroll deduction authorizing form by executing the form agreed upon by the parties. It is, however, understood that revoking the form will not

relieve the employee of the other requirements of this Article.

Section 20.4 The BLET shall reproduce and furnish both authorization and revocation forms to employees. The BLET is responsible for obtaining the authorization forms from the employees and for delivering such forms to IR. The employee shall furnish revocation forms directly to IR. IR will then send a copy of the revocation form to the BLET.

Section 20.5 IR will make deductions monthly from the first pay period in each calendar month and IR will remit to the BLET the total amount of such deduction on or before the twentieth (20<sup>th</sup>) day of the following month. In the event earnings of an employee are insufficient to permit the full amount of deduction, IR will not make a deduction for such period and the BLET is responsible for the collection of the same.

Section 20.6 IR shall discharge any employee who does not comply with the requirements of this Article within ten (10) days of being notified of such non-compliance. The BLET shall indemnify and hold harmless IR from any and all claims, demands, suits or other forms of liability that arise out of, or by reason of any action taken by IR to comply with its obligation under this process. The specific process is identified in the Union Shop Enforcement Document, which is attached to this Agreement as Appendix "B".

## **ARTICLE 22** **EQUIPMENT**

IR will provide required personal protection equipment (PPE) such as nonprescription safety glasses, safety vests, gloves and earplugs and IR shall provide employees with an annual safety boot allowance in accordance with the company's safety shoe policy.

Employees may purchase safety boots from an IR authorized dealer or from a dealer of their choosing and will be reimbursed \$150.00 per year for the purchase of safety boots, per the Company program.

If an employee wears out the boots prior to the end of the calendar year, the employee may present them to his/her supervisor to determine if the boots should be repaired or replaced, at which point the employee will be reimbursed for another pair of boots.

Employees will have the ability to supply locomotives with adequate drinking water, ice, and appropriate food storage containers.

## **ARTICLE 23** **PHYSICAL EXAMINATION**

Section 22.1 Physical examinations will not be more frequent than once a year, unless required by law or unless, in the opinion of IR, an examination is necessary to determine if the employee is physically able to perform service, and to determine what, if any, reasonable accommodations may be required.

Section 22.2 If IR's physician disqualifies an employee upon examination and the employee

feels that such disqualification is unwarranted, the following procedure will apply:

Section 22.2.1 The employee, at his expense, will select a physician to represent him. IR, at its expense, will select a physician to represent it. If the two (2) physicians selected concur, their conclusion reached by them is final.

Section 22.2.2 If the two (2) physicians selected disagree as to the employee's fitness for service, they will select a third (3<sup>rd</sup>) physician, at the joint and equal expense of IR and the employee, who shall be a practitioner of recognized standing in the medical profession and a specialist in the disease, condition or injury from which the employee is alleged to be suffering. The third (3<sup>rd</sup>) physician will examine the employee and render a report within a reasonable time not exceeding fifteen (15) calendar days after such examination (unless waiting for test results or laboratory reports) setting forth the employee's physical condition and the physician's opinion as to the employee's fitness to continue service in his regular employment, including the need for any reasonable accommodations. The opinion of any two (2) such physicians is final.

Section 22.2.3 If IR holds an employee from service for an examination or alleged impaired physical condition and, upon examination, the physicians find the employee physically fit to resume duty, then IR will reinstate him and pay him for lost time.

Section 22.2.4 If an employee has been medically disqualified pursuant to this Article it is understood that this Article does not limit the employee's opportunity to challenge the medical department's finding if, in the future, the employee's condition has improved to the point that his or her doctor believes he or she can return to work.

#### **ARTICLE 24** **LIMITATIONS ON STRIKES**

The BLET agrees that, during the term of this Agreement, it will not sanction, encourage or condone the participation by its members in any unauthorized strike, slowdown, stoppage (total or partial) of work covered by this Agreement, or interfere, directly or indirectly, by picketing or otherwise with the operation of IR. IR agrees that it will not engage in a lock-out of employees during the term of this Agreement.

#### **ARTICLE 25** **POSTING - BULLETIN BOARDS**

Section 23.1 IR will provide a copy of this Agreement to each covered employee.

Section 23.2 IR will provide bulletin boards at locations where the crews report that the BLET may use for posting, restricted to notices of BLET business. Neither BLET nor the employees shall post other types of notices without the written permission of IR.

#### **ARTICLE 26** **SEPARABILITY AND SAVINGS CLAUSE; PRECEDENCE**

Section 24.1 If any article or section of this Agreement are held invalid by operation of law or

by any tribunal of competent jurisdiction or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement or the application of such article or section shall not be affected thereby. In such event, the parties shall, upon the request of the BLET, enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint.

Sections 24.2 This Agreement shall in all respects supersede and take precedence over all other agreements and any proposals in pending notices by and between IR and the BLET.

**ARTICLE 27**

**MORATORIUM**

The parties' signatory to this Agreement agrees that no notice to change this Agreement pursuant to Section 6 of the Railway Labor Act, as amended, will be served by either party before November 30, 2024, to become effective January 1, 2025. This Article will not bar Management and the Organization from agreeing upon any subject of mutual interest during the life of the Moratorium period.

This Agreement will become effective upon execution by the parties and shall remain in effect through December 31, 2024, and thereafter until changed or amended in accordance with the Railway Labor Act, as amended.

Signed this 13<sup>th</sup> day of February 2023.

**FOR THE  
BROTHERHOOD OF LOCOMOTIVE  
ENGINEERS & TRAINMEN**

**FOR THE  
ILLINOIS RAILWAY**

DocuSigned by:  
*Daniel Wells* 13 February 2023  
FD4E2D7C6AB94B1...

DocuSigned by:  
*Sergio Sabatini* 14 February 2023  
73117B82FB0A4F0...

Daniel Wells  
General Chairman

Sergio Sabatini  
President, OmniTRAX, Inc.

**Appendix “A”  
Hourly Rates of Pay**

Position	03/21/2020 5%	03/21/2021 5%	03/21/2022 5%	03/21/2023 3%	03/21/2024 3%
Engineer	\$26.39	\$27.71	\$29.09	\$29.96	\$30.86
Conductor	\$26.39	\$27.71	\$29.09	\$29.96	\$30.86

Section 1.1 Basic Day: An employee who reports for duty and commences service will be paid a minimum of eight (8) hours at the straight time rate of pay for his position as shown on Appendix “A” to the Agreement. IR shall be exempt from this payment if: (1) an employee leaves of his own volition or resigns or: (2) if IR has not directly or indirectly caused a work stoppage such as fire, destruction, quarantine, evacuation, weather or other Act of God or man beyond the IR’s control that causes a stoppage of its operations.

Section 1.2 Overtime: All train and engine service performed beyond a basic day (8 hours) shall be paid for at one and one half (1½) times the applicable straight time hourly rate.

Section 1.3 Working Rest Days and Holidays: An employee who remains available and works their scheduled rest day or any holiday as contained in Article 14 of this agreement will be paid at time and one half (1 ½) the applicable rate of pay.

**Appendix “B”**  
**Union Shop Enforcement Document**

The BLET General Chairman will notify the appropriate officer of the IR in writing of any employee working under this Agreement (“employee”) whose employment he requests be terminated because of the employee’s failure to comply with union membership requirements. Upon receipt of such notice and request, the IR will, as promptly as possible but within ten (10) calendar days of such receipt, notify the employee concerned in writing by registered or certified mail, return receipt requested, sent to his last known address, or sent by receipted personal delivery, that he is charged with failure to comply with the union membership requirements. A copy of the notice will be given to the General Chairman. Any employee so notified who disputes the charge that he has failed to comply with union membership requirements will, within ten (10) calendar days from the date of such notice, request the IR in writing to accord him a hearing. Such a request will be honored by the IR and a date set for the hearing as soon as possible, but within ten (10) calendar days of the date of the receipt of the request. A copy of the notice of such hearing will be given to the General Chairman. The receipt by the IR of a request for a hearing will stay action on the request by the General Chairman for termination of the employee’s employment until the hearing is held and the final decision is rendered. If the employee concerned fails to request a hearing as provided for herein, the IR will proceed to terminate his employment at the end of thirty (30) calendar days from receipt of the request from the General Chairman, unless the IR and the BLET agree otherwise in writing.

The IR will determine on the basis of evidence produced at the hearing whether or not the employee has complied with the union membership requirements and will render a decision accordingly. Such a decision will be rendered within ten (10) calendar days of the hearing date, and the employee and the General Chairman will be promptly notified. A transcript of the hearing will be furnished to the General Chairman. If the decision is that the employee has not complied with union membership requirements, his employment will be terminated within ten (10) calendar days of the date of the decision, unless the IR and the BLET agree otherwise in writing. If the decision of the IR is not satisfactory to the employee or to the BLET, it may be appealed in writing directly to the highest officer of the IR designated to handle appeals. Such appeal must be received within ten (10) calendar days of the date of decision appealed from, and the decision on such an appeal will be rendered within twenty (20) calendar days of the date the appeal is received. The decision by the highest appeals officer of the IR designated to handle appeals will be final and binding unless, within thirty (30) calendar days thereafter, the IR is notified in writing that the decision is unsatisfactory, and in such event, the dispute may be submitted to a tribunal having jurisdiction within six months of the date of such decision. A representative of the BLET will have the right to be present at and participate in any hearing which involves the BLET.

The BLET shall indemnify and hold harmless the IR against any and all claims, demands, suits or other forms of liability that arise out of or by reason of any action taken or not taken by the Carrier pursuant to this Article.

**Appendix "C"**  
**Seniority Rosters**

1	DeClue, Johnnie	01/10/00
2	Pastin, Joshua	04/28/06
3	Mengoni, Kevin	09/07/10
4	Eplin, Stefan	05/16/11
5	Stalker, Thomas	04/02/12
6	Marshall, Raymond	03/25/13
7	Fuchs, Sean	10/18/13
8	Dominy, Tyler	06/12/14
9	Stadie, Dustin	08/15/14
10	Happ, Steven	01/25/16
11	Heiston, Brian	06/07/17
12	Hundley, Rhett	06/12/17
13	Hall, Darryl	10/02/17
15	O'Brien, Timothy	04/02/18
16	Sommer, Jonathon	06/03/18
17	Ksiazkiewicz, Kenneth	01/14/19
18	Perez, Carlos	09/14/20
19	Turnbull, David	12/03/19
20	Jordan, Brian	01/08/20
21	Crete, Joshua	07/27/20
22	Perez, Carlos	09/14/20
23	Murry, Jasmin	01/11/21
24	Duvenhage, Jaco	03//22/21
25	Harrod, Kevin	09/01/21
26	Kinsel, Aaron	11/21/21
27	Davidson, Josh	12/13/21
28	Skretteberg, Eric	09/20/22