

**AGREEMENT**

**BETWEEN**

**THE CHICAGO, FORT WAYNE AND EASTERN RAILWAY COMPANY**

**AND**

**THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS AND TRAINMEN**

**2017 - 2023**

## PREAMBLE

- A. The Chicago, Fort Wayne and Eastern Railway Company (CFER or carrier) recognizes the Brotherhood of Locomotive Engineers and Trainmen (BLET or union), the designated representatives of which are signatory hereto, as the bargaining representative of operating employees employed by the CFER. Where the term Organization appears herein, it shall be understood to mean the duly elected Officers or General Committee of Adjustment of the Brotherhood of Locomotive Engineers and Trainmen ("BLET"). Where the term Carrier or Company Officer appears, it shall mean the officer of the Carrier or Company who has been designated, by the Carrier, to handle such specific matters. The right to make and interpret contracts and/or agreements covering rules, rates of pay, and working conditions on behalf of employees covered by this Agreement shall be vested in the regularly constituted BLET General Committee of Adjustment. The use of the term "Employee" shall mean all engineers and conductors represented by BLET. This Agreement shall constitute a Labor Agreement between the Carrier and the Organization and shall be uniformly applied to all Employees represented by the BLET collectively, except where otherwise specifically provided herein.
- B. The masculine gender wherever used herein shall be construed to include both masculine and feminine, and the singular shall be construed to include both the singular and plural unless the context clearly indicates otherwise.
- C. As used in this Agreement, emergency means an event that disrupts the normal flow of business on the CFER such as but not limited to: Acts of God, train accidents, vandalism, lack of locomotives, lack of qualified personnel to operate trains.
- D. The parties to this Agreement agree that the fundamental objective of the Carrier, its management and employees is to provide service to its customers in the most efficient manner. Accordingly, the parties agree that in interpreting and implementing this Agreement, paramount emphasis shall be placed on interpretations that enhance providing efficient service to the customer. All concerned will benefit through peaceful and harmonious relationships, and any differences must be settled through rational common-sense methods. This Agreement is to be based on cooperation and as such a fundamental restructuring of the long-standing pattern of labor agreements in the railroad industry.

**ARTICLE 1**  
**Scope**

- A** Operating employees shall perform any and all services under the direct control of the CFER required for the make-up of trains or the movement of cars and trains over and through CFER's trackage. 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 will be considered the primary work of the operating employees. It is further recognized that operating employees will from time to time be required to perform duties outside their primary duties as may be assigned. It is understood such duties are part of the normal duties of an operating employee but are not exclusive to such employees. In the event any work is necessary for the operation of the railroad (e.g., customer demand for service when operating crews are unavailable, manpower shortages, or accidents/derailments when operating crews not available) or in the event of emergency, the carrier may assign such employees as it deems necessary to perform such work, without regard to whether such work falls within this Scope clause.

**NOTE:** This provision is not intended to reduce overtime or reduce work opportunities via job annulments or abolishment. Qualified personnel from other locations will be given priority to cover such work when none are available at the location of the assignment.

- B.** Nothing in this Agreement shall be interpreted as prohibiting other employees of the carrier from performing work covered by this Scope clause on the same basis as they have performed such work in the past.

**NOTE:** It is not the intent of this article that the company avoids hiring operating employees or promoting employees to the position of locomotive engineer by using company officers or other supervisory personnel to perform service as an operating employee.

- C.** Employees covered by this Agreement shall be governed by all carrier policies, practices, and procedures previously or hereafter issued or modified by the CFER, which are not in conflict with the terms and conditions of this Agreement and which have been or are made available to the affected employees. Prior to changing any policy or procedure, company officers will discuss with the local chairman (men) to explain the change. Revisions will be numbered and posted on company bulletin boards. Current written policies and procedures in effect will be maintained in the CFER Headquarters and available to employees upon request.

- D.** Regularly assigned employees (not on extra board) used off of their regular assignment will be paid not less than they would have earned on their regular assignment, to cover

such work when none are rested and available.

**ARTICLE 2**  
**Rates of Pay**

A. Rates of pay for employees covered by this agreement shall be as follows:

<b>CFER-BLET</b>		<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>
	<b>current rate</b>	<b>3%</b>	<b>3%</b>	<b>4%</b>	<b>4%</b>	<b>3%</b>	<b>3%</b>	<b>4%</b>
<b>Conductor</b>	22.92	23.61	24.32	25.29	26.30	27.09	27.90	29.02
<b>Engineer</b>	24.54	25.28	26.03	27.08	28.16	29.00	29.87	31.07

All increases to be effective with the start of the first payroll period in January of each year.

B. For any work performed under this agreement, operating employees will receive the highest rate of pay for which they are qualified unless they voluntarily take a lower-rated position. A forty-hour weekly guarantee will apply and will include required rules classes but will be offset by paid hours not worked, such as vacation, personal, holiday, call and release time, bereavement, minimum calls, and jury duty. Operating employees will receive one and one-half times their straight-time hourly rate for all hours worked in excess of forty in a week. An operating employee who works a single person assignment will receive the engineer's rate of pay. Employees will be paid actual time with a minimum of four hours pay if on duty four hours or less or they will be paid a basic day (8 hours) if on duty over four hours up to eight hours; however, employees will not be eligible for overtime until or unless they have actually worked in excess of forty hours in a workweek.

C. In any payroll period where a Carrier error results in an under payment of a basic day or more, the Carrier will issue a check for the underpayment. For errors under a basic day or where the employee is at fault, the error will be corrected in the subsequent payroll period. Employees must participate in a direct deposit of paychecks and expense checks if offered.

ARTICLE 3  
Seniority

- A. The entire system of CFER will constitute a single seniority district. Operating employees will have three seniority dates with the company. The first will be their date of hire that will be used for benefit purposes and will be established provided the employee passes the 180 (calendar day) probationary period. The second will be the date they first perform unassisted, compensated service as a conductor. The third will be the date they first perform unassisted, compensated service as an engineer. Engineers' seniority will be established in relative order from the conductors' seniority list if employees enter engineers' training at the same time. The seniority of each operating employee will begin on the date they first perform service for the CFER as a trainee. In cases where two or more employees share the same date, they will be ranked on the appropriate roster by drawing lots. Employees hired after the effective date of the 2006 agreement will use a single date that will be their order for both conductors' and engineers' seniority.

NOTE: The parties recognize that the Carrier may have used different methods for the establishment of seniority prior to this agreement. It is not the intent of this agreement for any employee to have his relative standing changed by this agreement.

- B. The entire company will constitute a single seniority district within which two zones will be created. Employees will be eligible to bid for assignments in either zone in accordance with the rules contained in this agreement. Vacancies in the respective zone will be filled in accordance with Article 4 of this agreement (assignment rule). The zones are defined as follows:

- (i) Lima zone: encompasses all trackage from switch at Adams but not including Adams, to and including Lima and all branch lines connecting to mainline tracks at points within these limits. Lima will be the source of supply for all assignments headquartered at points within these defined zones.
- (ii) Ft. Wayne zone: encompasses all trackage from Chicago to and including the switch at Adams and all branch lines connecting to mainline tracks at points within these limits. Also Ft. Wayne will be the source of supply for all assignments headquartered at points within this defined zone.

- C. The carrier shall maintain the "Official" seniority roster for operating employees. The Carrier shall post revised rosters on bulletin boards in home terminal locations on or about January 1 of each year. Copies of such rosters shall be furnished to the local chairmen. All appeals from new or revised roster dates are limited to those changes made from the last roster and must be filed with the general manager of the carrier and the BLET general chairman within thirty (30) days from the date of posting the seniority

roster. If an employee is on leave of absence or vacation on the date on which the roster is posted, the employee must file an appeal in the same manner within thirty (30) days of the day he reports back to duty. If not challenged in writing within thirty (30) calendar days, no protest thereafter shall be valid. Clerical or typographical errors on rosters may be corrected at any time.

D. Seniority will control in determining vacation requests, furloughs, recalls, and assignments. When forces are reduced, employees shall be furloughed in reverse order of seniority. A furloughed employee shall have the responsibility to file his telephone number and current mailing address with the appropriate Carrier officer and the BLET and to immediately apprise the Carrier of any changes in either the phone number or mailing address. When forces are restored, employees shall be returned to service in seniority order. Recall letters shall be sent to the last known address by U. S. Postal Service, Certified Mail, Return Receipt Requested or private carrier next day service. An Employee recalled to service shall report to duty within ten (10) working days from the date of receipt or the date attempt was made to deliver the recall letter unless satisfactory reason is given to the Carrier Official who issued the recall notice, or his designee. Such satisfactory reason must be provided and accepted prior to the expiration of the ten (10) working day period. If an employee does not report for service in the timeframe stipulated above, he shall automatically terminate all seniority rights and the employment relationship. An employee who leaves the services of the Carrier of his own accord shall forfeit his seniority rights and shall not be reinstated to his former position on the seniority roster. Note: When necessary, parties agree to review each case individually.

E. The company will have discretion in determining when to schedule engineer training classes. Once an employee begins training, the employee must complete the training within two hundred and fifty calendar days. Employees who require familiarization will take such trips at the company's expense. Engineer training will be offered to employees in seniority order. Employees who decline to take promotion when offered after the effective date of this agreement will not again be offered promotion. Employees also may request a familiarization trip in which case the company will promptly schedule such trip in a timely manner as business conditions allow. Employees hired after the 2006 agreement will be required to accept promotion to locomotive engineer. Employees hired prior to the agreement are not required to accept promotion to locomotive engineer; however, if they accept training they will be held to the same standards as "new-hires." Employees required to or who voluntarily accept promotion to locomotive engineer but who fail to meet the qualifications or pass the required examinations will forfeit all seniority and be terminated. Management will develop the training program and determine qualifications and proficiency in passing promotion:

1. If an engineer trainee fails the first examination, he must successfully pass the final examination offered by the Carrier within thirty (30) days in order

to retain his seniority ranking as engineer.

2. Engineer trainees who after starting the engineer training but due to sickness, proper leave of absence or were dismissed for cause and reinstated with seniority unimpaired will not be regarded as having failed.
  3. A hired engineer will establish an engineer's date for all non-promoted employees ahead on the seniority roster.
  4. Promoted employees authorized by the carrier who provide on-the-job training to trainees will receive in addition to their regular pay \$1.00 per hour if training an engineer or conductor trainee. Trainers will be required to provide proper training and complete required paperwork, such as performance evaluations. This will not apply to familiarization or district qualifying trips.
- F. Employees accepting salaried/management positions with the CFER or any other corporate affiliate of the railroad or a full-time union position with the BLET will be considered on leave of absence and will retain and accumulate seniority. Any such employee who voluntarily or involuntarily leaves the promoted or union position must exercise seniority to a position covered by the Agreement within thirty (30) calendar days. Failure to do so will be considered a voluntary forfeiture of all seniority.

#### ARTICLE 4

##### Temporary Annulment of Assignments/Start Time Change

- A. Permanent vacancies shall be advertised by bulletin for five (5) calendar days on carrier bulletin boards as provided herein. Bulletins advertising new assignments and permanent vacancies shall be posted at all locations where employees go on and off duty and shall include the following information:

Assignment or job number  
On-duty point for start of assignment  
Starting time  
Days off (two or more will be consecutive, unless otherwise agreed to)  
Days of assignment  
Closing time of bulletin  
Officer and location where bids are to be received  
Date assignment to take effect  
Description of assignment – including territory to be covered.

NOTE: Carrier may bulletin and operate jobs that require both occupants to be engineer-qualified.

- B. All employees will be given a free exercise of seniority quarterly on a date agreed upon by the general manager and local chairmen.
- C. Employees may bid any job for which they are qualified. Jobs will be awarded to the senior qualified employee submitting a preference for the assignment. When no bids are filed for a permanent vacancy as an Engineer, the senior Engineer in the zone not working as such shall be assigned. If unable to be filled from within the zone, the junior Engineer not working as such in the other zone shall be assigned. When no bids are filed for a permanent vacancy as a Trainman, such vacancy shall be filled by assigning the junior qualified employee assigned to the extra list within the particular zone, or, if none available, the junior qualified employee assigned to the extra list from the other zone.

NOTE: The term qualified as used in this section refers only to qualification for the type of position, Conductor or Engineer. Employees not qualified on the physical characteristics of the position to which assigned will be trained on such position without any loss in earnings.

- D. Permanent vacancies shall be defined as any newly established assignment, or any job that becomes vacant due to retirement, death, dismissal, reassignment, injury, or an employee assuming another permanent vacancy, or other vacancies in excess of thirty (30) days. Temporary vacancies are those created by a regularly assigned employee being absent for less than thirty (30) days. Temporary vacancies will be filled, in the first instance, from the extra board headquartered in the zone. Known vacancies of ten days or more, but less than 30 days, will be filled, on a one-time basis, by the senior employee in the zone making written request for the assignment to the designated company officer. No other vacancies will be filled as a result of the filling of this temporary vacancy. Employees may not mark to the off days of an assignment.
- E. Employees who do not have access to bulletins due to vacation, lay off, sickness, or authorized leave shall be allowed to submit a timely bid upon return from leave for any position bulletined during the period of their absence. Such selection and bid must be made before performing any service. Employees shall be considered as having access to a bulletin if the employee went on duty or off duty at a location where bulletins are posted during the bulletin period.
- F. When the number of engineers exceeds the number of engineer positions required at the time, a number of engineers equal to the excess will be allowed to exercise seniority to



positions as conductor, in accordance with their seniority standing applicable conductor seniority roster.

Where engineers have flowed back to conductor positions and a need exists for additional engineers in the zone, due to positions going no bid, the junior engineer who is working as a conductor will be placed in the engineer's craft, and he will be allowed to exercise seniority as an engineer when so recalled.

- G. Regular assigned crews may have their starting time deferred for a period of up to four (4) hours from their advertised starting time. Crews must be notified two (2) hours in advance of the advertised starting time. Crews may only be deferred one (1) time and will go on duty and under pay at the time they are set-back to. Crew members will be notified by calling them at their usual calling places using their primary and secondary numbers. Crews members not responding to the calls made at least two hours in advance of the starting time will be considered as having been notified and will not be considered on duty or under pay until the set-back time.

Crews set-back under this rule, if not fully rested for their next scheduled on duty time will report for duty at the expiration of their mandatory rest, unless otherwise advised.

Example: Crew is advertised to start at 10:00 hours, called at 07:30 hours and set back to 13:00 hours. Crew will report and go on duty and under pay at 13:00 hours.

- H. The carrier may abolish an assignment or change its day(s) off. Affected employees who bid a job that will have a start or regular day off within the next twenty-four (24) hours will not have their weekly guarantee reduced.
- I. If the starting time of an assignment is changed or it is anticipated by the carrier that it will be changed by more than three (3) hours for a period of more than six (6) days the employees then assigned to the position will be given the option of displacing to another assignment or remaining on the position.
- J. Employees who do not receive sufficient advance notice that a job has been abolished or annulled and as a result report to work, will receive either two (2) hour's pay if they are sent home or a minimum eight (8) hours pay if they perform any work for the Carrier.
- K. Employees may elect to work their off days (Supplemental Board). Employees, with forty (40) paid hours in their work week, will be compensated at the overtime rate. Employees must notify the proper company officer prior to their off days of their desire to work and must be available for all work on their off days. Employees will be used off the Supplemental Board, if rested and available, on a first-in, first-out basis.
- L. In the event a temporary vacancy exists in a zone and the respective extra board is

exhausted, the vacancy will be filled first by the Supplemental Board, next by the other extra board in the zone, then by the extra boards in the other zone, and finally by the Supplemental Board in the other zone.

- M. It is recognized between the parties that any switcher assignment regular or extra, will be allowed twenty (20) minutes for lunch between four hours and six (6) hours after starting work without deduction in pay. Denial of lunch by a Supervisor will result in the arbitrary payment of 20 minutes at pro rata rate.

## ARTICLE 5 Travel/Transportation

- A. When operating employees are required to use a personal vehicle to travel to assignments on the CFER outside of their home terminal on other than a regular assignment, they will receive a mileage allowance for the miles traveled to such assignment that exceeds their regular commute to their home terminal. The mileage allowance will be equal to the IRS rate then in effect. The intent of this section is to reimburse the person for expenses incurred in the use of such vehicle.
- B. Time spent in transportation on behalf of the carrier will be paid for as continuous time to or from the employee's reporting point.
- C. Employees in unassigned service who are tied up away from their home terminal and required to layover will be returned to duty no later than sixteen (16) hours from their tie-up time.

Employees held away from their home terminal, in excess of sixteen (16) hours, will receive continuous compensation at the straight time hourly rate, until they report for duty. In any event, an employee will not be held away from their home terminal longer than five (5) calendar days.

- D. When taking lodging for rest periods (four or more hours), the employee will be provided suitable lodging and allowed a per diem for meals at \$3.00 for each full hour tied up, with a minimum allowance of \$30.00. The general manager and local chairmen will confer, if necessary, concerning the suitability of lodging.

ARTICLE 6  
EXTRA BOARDS

- A. The carrier will establish extra boards as it deems necessary and may increase, decrease or abolish such boards from time to time as it deems appropriate. Until such time as all employees are engineer-qualified, separate engineers' and conductors' extra boards will be maintained in each zone. Employees will be called from such extra boards on a first-in, first-out basis. If an employee on the extra board is runaround when service requirements are not a factor, the employee will be paid a runaround payment of two (2) hours and remain first-out or in his relative position on the extra board. Only one runaround payment can be made in any calendar day, and only the first-out employee on the board can be runaround. If a crew is runaround (engineer and conductor), both employees will be entitled to a runaround payment regardless of standing on the board. Extra board employees will be called for service not less than two (2) hours before on-duty time, unless emergency or unforeseen conditions warrant otherwise. If an employee cannot accept a short call, then the next employee who stands to be called may be called without penalty. An employee who in such circumstances is unable to report timely will not lose the standing on the extra board. Employees will be responsible for maintaining a telephone and for providing Carrier with telephone number where they can be called for service. Extra board employees will be allowed fifteen (15) minutes to respond to a call before being considered a missed call and disciplined accordingly.
- B. Employees will mark up on the extra board based on their tie-up time (first tied up, first on board). In the event two or more individuals tie up at the same time, they will be placed on the board among themselves in order of relative seniority.
- C. Extra board employees will be assigned one (1) day off per work week with no deduction in guarantee. The carrier will determine which days of the week will be allocated for "off days" and extra board employees will be assigned to such days according to seniority choice. Rest days will be advertised and awarded in seniority order in accordance with the quarterly job bids. The Carrier will notify employees of the schedule of assigned days off by not later than the last day of the month proceeding the quarter for which such days are assigned.

Employees marking up after being off for any reason will be placed at the bottom of the board. In the event two or more individuals mark up at the same time, they will be placed on the board among themselves in order of relative seniority.

**ARTICLE 7**  
**Health and Welfare**

A. Employees will be covered by the Company's Group Health Benefit Plan (the 'Plan"). A booklet outlining the coverage available can be obtained from the general office: Employees must first meet the qualifying criteria as described in the Plan before they can become eligible to receive benefits.

B. Employees shall participate in the Carrier Health and Welfare plans under the same terms and conditions as all other Carrier employees, including employee premiums and co-pays, who are enrolled in the same plans.

C. The Carrier will notify the Organization of changes, alterations, amendments or modifications in the Health and Welfare Plans along with current employee contribution rates and any future contribution rate changes, prior to the effective date; and at the Organization's request will discuss such changes with the designated General Chairman; however, nothing contained in this Collective Bargaining Agreement is intended to limit the right of the Carrier to alter, modify, change or amend the plans the benefits or plan design at any time, so long as the change(s) also apply(ies) to all other Carrier employees who are enrolled in the same Plans.

**Retirement – 401(k)**

Any Employee who is covered by the Agreement may contribute to the Genesee & Wyoming Inc. 401(K) Savings Plan (the "Plan") beginning on the first day of the month following their date of hire.

Beginning with the first month after one year of employment, the Company will provide a 100 percent match on the first four (4) percent of pay contributed by the Employee to the Plan, which will not exceed four (4) percent of the Employee's compensation for that year.

The Plan is intended to be a qualified plan within the meaning of section 401 of the Internal Revenue Code.

Plan administration (Note: not addressing the employer match). Employee may participate in the Company 401k plan under the same terms and conditions as all other Company employees who are enrolled in the same plan. The Company will notify the Union of changes, alterations, amendments or modifications in the 401k plan prior to the effective date and at the Union's request will discuss such changes with the designated representation; International Union representative; however, nothing contained in this Collective Bargaining Agreement is intended

to limit the right of the Company to alter, modify, change or amend the plan, or plan design, at any time, so long as the change(s) also apply(ies) to all other Company employees who are enrolled in the same Plan.

### **Vacation**

A. Employees shall earn vacation on a current basis as set forth below. Five days earned will be treated as one calendar week of vacation. Employees will be compensated forty (40) hours pay at the normal assignment rate, for each week of vacation claimed.

B. Vacation entitlements

Full time Employees will earn vacation based on completed calendar years of service as follows:

Up to 5 years of Service	13 Days
After 5 years of service	16 Days
After 10 years of service	19 Days
After 15 years of service	21 Days

Vacation will be earned throughout the year on a pro-rata basis (“earn-as-you-go”) as follows:

Less than 1 year of service	8.00 hours per month
Up to 5 years of service	8.67 hours per month
After 5 years of service	10.67 hours per month
After 10 years of service	12.67 hours per month
After 15 years of service	14.0 hours per month

C. An Employee will be permitted to use up to one half of the year’s allotment prior to actually earning it. Employees joining the company during a calendar year will begin earning vacation during their second month of employment. (For example, an Employee hired in August will begin earning vacation time in September).

D. Vacations earned during the calendar year must be taken during the year in which it is earned. All Employees are required to take their vacations and may not work in lieu of the time off. Any exceptions to this policy must be authorized by the appropriate General Manager.

Exceptions to this rule will be made only when there are extreme compelling circumstances surrounding the requests.

E. **Scheduling Vacation and Single Day Vacations.** Vacations will be bid through the designated company officer in advance, in keeping with the efficient operation of the location. Employees must use vacation in week long increments but may use up to five (5) days of annual vacation on a single day basis. Unless otherwise agreed to by the management, these single day vacation days must be scheduled at least five (5) days in advance, and are subject to the needs of the service.

F. **Proper local officer will advertise in the usual manner, not later than December 1 of each year, for a period of seven (7) days, and each Employee will be permitted to bid for the Monday upon which he desires to begin his vacation. Employees bidding on vacation periods will state their preferences in numerical order. Following the expiration of such seven (7) days, the proper officer and the proper representative of the Employees will cooperate in the assigning of vacations. Preference shall be given to the senior Employees. Eligible Employees not having bid or not being successful bidders will be assigned as mutually agreed to between the local officers and the local chairman. Bulletins will be posted in the regular manner not later than December 29 of each year showing the vacation periods assigned to Employees.**

When vacations are split as provided for in this Agreement, seniority will be recognized for the individual Employee for the first choice vacation period, which he may select up to two weeks of vacation. Those weeks may be consecutive or separate. After each employee has chosen up to two weeks of vacation in seniority order, the bidding will continue with employees selecting one week for each of the following rounds until all vacations have been assigned in seniority order for each subsequent round. For scheduling purposes, full week vacation requests have priority over less than full week increment requests.

Vacations shall be taken between January 1st and December 31st; however, it is recognized that the exigencies of the service create practical difficulties in providing vacations in all instances. Vacation not used due to the exigencies of service will be paid to the Employee no later than February 1 of the following year in which vacation was not used. Due regard, consistent with requirements of the service, shall be given to the preference of the Employee in his seniority order in the class of service in which engaged when granting vacations. Representatives of the carriers and of the Employees will cooperate in arranging vacation periods, administering vacations and releasing Employees when requirements of the service will permit.

G. **The vacation provided for in this Agreement shall be considered to have been earned when the Employee has qualified under Paragraph "A" hereof. Employees off on long term**

illness may request payment for vacation earned at any time during his absence. If an Employee's employment status is terminated for any reason whatsoever, including but not limited to retirement, resignation, discharge, noncompliance with a union shop agreement, or failure to return after furlough, he shall, at the time of such termination, be granted full vacation pay earned up to the time he leaves the service. If an Employee thus entitled to vacation or vacation pay shall die, the vacation pay earned and not received shall be paid to such beneficiary as may have been designated, or, in the absence of such designation, the surviving spouse or children or his estate, in that order of preference.

## **Holidays**

### Company Paid Holidays

New Year's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Friday after Thanksgiving

Christmas Eve

Christmas Day

New Years' Eve

### Holiday Observation

Holidays will be observed in accordance with the Mid-west Region schedule which is posted on or before December 1 of the preceding year. However, Christmas and New Year's holidays may be set by local agreement.

Note: To qualify for holiday pay employees either works the holiday or are available for work the day preceding and following a holiday.

## **Flex Days**

A. Employees hired before the ratification of the 2017-2023 collective bargaining agreement: Flex Days will be in lieu of sick days. Flex Days will be accumulated at a rate of .5 days per month. Accrued Flex Days may be used by an employee to take personal days off for various reasons, provided the employee gives the company a minimum forty-eight (48) hours advance notice to the designated company officer (at the discretion of the company an employee may be allowed to mark off for a Flex Day with less than forty-eight (48) hours' notice). Employees shall receive eight hours pay at the pro rata rate of their assignment for each Flex Day taken. Employees will be required to take an accumulated Flex Day, if any for each day an employee lays off sick or for a family medical emergency. Flex Days may be accumulated from one calendar year to the next to a maximum of eighteen (18) days at any given time. Further accumulation shall be suspended until the number of days accumulated is reduced to less than twelve (12) through utilization or buy back. Employees hired before the ratification of this agreement will be granted two (2) additional Flex days each year to be utilized as described above.

Employees hired after ratification of the 2017-2023 collective bargaining agreement: The accumulation and use of "flex" days shall be in accordance with the Mid-west Regional Policy Sick leave policy.

## **Jury Duty**

Employees called to jury service will receive the difference between their jury duty pay and their base pay for each day of jury duty. Paid days are limited to those on which the Employee would be otherwise scheduled to work. Employees will need to provide a certificate of jury duty service signed by an officer of the court in order to be paid for jury duty time.

## **Bereavement Leave**

A. An Employee will receive an amount equal to 8 hours pay at their regular rate for a maximum of three (3) days to attend the funeral of an immediate family member. This compensation will be for time missed from work during a normal workweek while on the Employer's active payroll and not on vacation. The three days may be applied to those days before and including the day of the funeral, and where necessary for travel or other justified compelling reasons, the day after the funeral.

B. Immediate family is considered to be the Employee's spouse, children, parent, stepparent, step-children, parent-in-law, sibling, stepsibling, sibling-in-law, grandparents and spouse's grandparents.



C. The amount allowed will be at the Employee's regular rate per day, Saturdays, Sundays and holidays excepted, unless Saturday, Sunday and the holiday is a scheduled working day.

### **Leave of Absence**

A. Military related leave will be in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA). The Military Leave Policy is described in the Company Handbook.

B. Short term Disability leave of absence and benefits are subject to the same qualifications and terms as in the Carrier sponsored plan. The Carrier will notify the Organization of changes, alterations, amendments or modifications in the STD plan prior to the effective date and at the Organization's request will discuss such changes with the designated International Representative; however, nothing contained in this Collective Bargaining Agreement is intended to limit the right of the Carrier to alter, modify, change or amend the plan, or plan design, at any time, so long as the change(s) also apply(ies) to all other Carrier employees who are enrolled in the same plan.

C. When the requirements of Carrier / Customer service permit, an Employee, upon written request, may be granted a leave of absence not to exceed thirty (30) calendar days.

D. An Employee who fails to report for duty at the expiration of his leave of absence, or is absent without authority for three or more consecutive working days will be considered to have resigned from service. Note: When necessary, parties agree to review each case individually.

### **ARTICLE 8 Bulletin Boards**

The Carrier shall provide space on bulletin boards if available, or other space for the organization to hang a bulletin board, at all home terminals to post notice of union business, provided that such notice(s) shall not include any defamatory or anti-Carrier material.

**ARTICLE 9  
Management Rights**

It is recognized that the management of the business, the operation of the railroad, the right to place into effect any and all changes necessary to effect an efficient operation for the business are vested in the Carrier, whose discretion and judgment shall control as to the selection of employees, the work and duties to which they are assigned, and the terms and conditions of employment, so long as the same are not in conflict with the provisions of the Agreement, and provided that no action may be taken for the purpose of discrimination against any employee because of his membership with the union.

**ARTICLE 10  
Hearings and Discipline**

The parties recognize that it is in their mutual interests to adopt a uniform agreement and supporting procedures to insure the fair and impartial administration of the company's discipline policy; therefore, it is agreed:

A. Employees who have been in service more than 180 days will not be disciplined or have notation placed against their personnel or personal records without first being given a fair and impartial investigation, in which they are allowed to be represented by an employee or BLET representative of their choice, allowed to be present during the entire investigation, allowed to question all witnesses and allowed to have witnesses testify on their behalf. Employees may be held out of service pending an investigation only for charges of serious rule violations.

B. Employees will be notified, in writing, within twenty (20) days (ten (10) days if the employee is held out of service without pay) of the time of the alleged violation or within (10) days of the time a company officer with authority to call investigations becomes aware of, or should have become aware of the alleged violation. Such notification will be via U.S. mail or hand delivered. 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 investigation. The employees will be given sufficient time to prepare a defense and request witness to testify on their behalf at the investigation.

C. A decision will be rendered within twenty (20) days following the completion of the investigation. Employee will be notified of the decision via U.S. mail or hand delivered. The postmark will be used to determine compliance with this 10-day time limit if mailed. Discipline issued by notice later than this twenty (20) day requirement will not be sustained on appeal.

D. In the event discipline is assessed, a transcript of the investigation will be provided with the decision to the employee and his/her representative. The employee or his/her representative

has the right to appeal the decision if an appeal is filed with the carrier within thirty (30) days of the date of the decision. If an appeal is not filed within this time period, the discipline is barred from further action or appeal, unless the parties mutually agree otherwise.

E. The carrier must issue a written decision on the employee's appeal within thirty (30) days of the date of the employee's appeal. If the carrier fails to issue such decision within this thirty (30) day period, the appeal will be sustained in its entirety.

F. If the employee's discipline is appealed and the carrier denies such appeal within the time limits set forth herein, the general chairman may advise the carrier that the denial of the appeal is not accepted by the organization and a conference with the highest designated officer (HDO) is requested. The general chairman must advise the carrier of this within thirty (30) days of the date of the carrier's denial of the appeal.

G. The carrier's HDO and the general chairman will conference the employee's case within thirty days of the date of the general chairman's advice that the decision on the appeal was unacceptable and a conference was requested, unless mutually agreed to extend this 30 day period for holding the conference. Within 30 days of the date of the conference, the HDO must issue a final decision, in writing, to the general chairman. Failure to issue a final decision within thirty days of the date of the conference will result in the appeal being sustained in its entirety.

H. The written decision of the HDO, after conference, will be considered final and binding, unless, within 6 months of the date of this written decision the general chairman advises the HDO of his/her intent to list the case for adjudication at a public or special board of adjustment or the National Railroad Adjustment Board.

I. An employee notified to attend an investigation and found to be not guilty, will be paid for all time lost, including time spent in attendance at the investigation. The hearing will be held at the employee's home terminal unless mutually agreed otherwise or employees from different home terminals are involved. If held at other than the home terminal, the employee will be entitled to mileage and meals and lodging, if necessary.

J. Employees required to attend an investigation as a carrier witness on their off duty time will be paid for all time from the time required to report until the time of final release by the investigation officer, with a minimum of 2 hours pay at the rate of last service performed. Employees required to attend an investigation as a carrier witness and who are not able to protect service for which they otherwise would have stood will be made whole for lost earnings.

K. Carrier officers may offer a charged employee the right to waive the investigation and accept responsibility for the charges. Such a waiver will be in writing, signed by the carrier officer and the employee, witnessed by the local chairman, and contain the specific amount of discipline that will be assessed as a result of the employee waiving his/her rights to an investigation. Offers of waivers that are rejected by the employee will not be referred to by either

party in any other forum.

L. If discipline assessed is not sustained, either through the appeal process or through a decision of a board of adjudication, the employee, if suspended or dismissed, will be returned to service (if out of service at the time) and paid for all lost time, including time out of service prior to investigation (if any) and time spent attending the investigation.

## ARTICLE 11 Grievance and Arbitration Process

All claims or grievances, except those involving discipline, shall be handled as follows:

A. All claims or grievances must be presented in writing by or on behalf of the employee involved, to the officer of the company authorized to receive same, within thirty (30) days from the date of the occurrence on which the claim or grievance is based. Such claim or grievance will contain the provision(s) of this agreement or applicable rule(s) alleged to have been violated and a complete statement of the grievance, giving facts, dates, and times of events involved. 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 in writing, of the reasons for such disallowance. If not so notified, the claim or grievance shall be considered valid and settled accordingly, but this shall not be considered as a precedent or waiver of the contentions of the carrier as to other similar claims or grievances. Only claims that are appealed will serve as precedents. No resolution of any kind at the initial level will have any binding effect on the other party. Time limits as defined under this Agreement may be extended at any level by mutual consent of the parties.

B. If a disallowed claim or grievance is to be appealed, such appeal must be taken within thirty (30) days from receipt of notice of disallowance, and the representative of the carrier shall be notified of the rejection of his decision within thirty (30) days of the receipt of notice of disallowance. Failing to comply with this provision the matter shall be considered closed, but this shall not be considered as a precedent or waiver of the contentions of the employees as to other similar claims or grievances.

C. The procedure outlined in paragraphs A. and B. shall govern in appeals taken to each succeeding officer. Decision by the highest officer designated to handle claims and grievances shall be final and binding unless within thirty (30) days after written notice of the decision, he is notified in writing that his decision is not accepted. Said notice from the employees or their designated representative may include a request for a conference with the company's highest designated officer for claims handling. Such a request will be granted and a conference will be scheduled in a timely manner. If the conference fails to resolve the claim, the company's highest designated officer will notify the employee representative, in writing within thirty (30) days of the date of the conference, of his final decision. 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 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 (6) months period herein referred to.

**ARTICLE 12**  
**Local Chairmen**

- A. Upon reasonable advance notice, Local Chairmen may request to mark off for union business, and the Carrier will not unreasonably withhold approval. Local Chairmen who mark-off for union business will have their weekly guarantee reduced by eight (8) hours for each calendar day while marked off. For example, the employee marks off for two (2) days during the week. Such Employee's weekly guarantee will be reduced by sixteen (16) hours, provided that the employee marks up and is available for work at the earliest reasonable opportunity that includes not less than eight (8) hours for rest in addition to necessary travel time. Local chairmen occupying the extra board or a pool position will be able to maintain their relative position on the board or pool when laying off for union business; however, no claims will be processed or allowed for such handling.
- B. Local Agreements between the Carrier and the Local Chairman will not have any precedential effect unless they have been approved by the General Chairman.

**ARTICLE 13**  
**Representation**

- A. All present employees who are members of the Local Union on the effective date of this subsection or on the date of execution of this Agreement, whichever is the later, shall remain members of the Union in good standing as a condition of employment. All present employees who are not members of the Local Union and all employees who are hired hereafter shall become and remain members in good standing of the Union as a condition of employment on and after the 180<sup>th</sup> day following the beginning of their employment

It shall be a condition of the continued employment of all employees covered by this Agreement that each employee shall, on or before the first day of each calendar month, beginning thirty days following the effective date of this Agreement, pay to the Union as a fee for such services rendered and to be rendered by the Union in acting as such employee's representative for purposes of collective bargaining, an amount chargeable as an agency fee. Such agency fee will not exceed full monthly dues of the BLET. Employees hired after the effective date of this agreement, shall as a condition of employment pay or tender to the

Union such amounts upon completion of the probationary period not to exceed one hundred and eighty (180) days. Employees who are promoted to management positions on the CFER or any affiliated property will not be required to pay union dues or an agency fee in order to maintain and accumulate seniority.

- B. The Carrier will deduct from wages due employees represented by the Union amounts for periodic dues, initiation fees, and assessments (but not fines and penalties), for each employee from which the Carrier has received a written and unrevoked authorization in the form attached hereto as Appendix III. Deductions shall be made by the carrier in accordance with certified deduction lists furnished by the treasurer of the union. The carrier will make deductions monthly from the second pay period in each calendar month, and the carrier will remit to the treasurer the total amount of such deductions on or before the 20<sup>th</sup> day of the following month. In the event an employee's earnings are insufficient to permit the full amount of deduction, no deduction shall be made for such period and the responsibility for collection will rest entirely with the union.
- C. The following payroll deductions shall have priority over deductions covered by this Article: Federal, State, and Municipal taxes, amounts due the carrier, and deductions required by law.
- D. Upon written notification from the Union that an employee has failed to pay union dues or an agency fee, and upon request from the Union that the employee be terminated, the Carrier shall terminate the employee.
- E. The Union shall indemnify, defend, and save the carrier harmless against all claims, suits, or liability arising out of the application of this Article.

#### ARTICLE 14 Engines

- A. The Carrier will make sanitary drinking water and ice available. Engines shall be equipped with adequate seating.
- B. Engines shall be cleaned and supplied. Employees occupying engines shall be required to maintain good housekeeping, while in their use. It shall not constitute a violation of this Agreement for operating employees to be required to clean or supply the engine used for their assignment.

**ARTICLE 15**  
**Personal Protective Equipment**

A. The Carrier will continue to provide required personal protective equipment in accordance with the Mid-West Regional boot and safety glasses program for the purchase of proper, safe boots as required under the rules, which have been approved under Carrier's safety shoe program.

B. Employees who require the use of prescription glasses will qualify for a voucher in accordance with the Mid-West Regional boot and safety glasses program for the purchase of proper prescription safety glasses as required under the rules, which have been approved under the Carrier's program.

Note: The annual boot allowance will be a maximum of two hundred and fifty (250) dollars.

**ARTICLE 16**  
**Physical Examination and Medical Review Panel**

**Physical Examination**

A. Employees coming within the scope of this Agreement may be required to take physical examinations when, in the opinion of their supervisory officials, the Employee(s) have exhibited problem(s) related to job performance or safety to determine whether the Employee(s) are capable of performing the essential functions of their job.

B. If an Employee has been out of active service for more than thirty (30) days, before resuming service he may be required to pass a physical examination (including drug and alcohol testing) before being permitted to return to duty.

**Medical Review**

C. If an Employee is found to be medically disqualified by the Company's physician and the Employee is of the opinion based upon his own physician's medical evaluation that his condition does not justify removal from the service or restriction of his rights to service, appeal will be made to the designated officer of the Company for a medical review.

D. The Employee involved will select a physician to represent him and the Company will select a physician to represent it (who may be the original examining physician) in conducting a further medical examination. If the two physicians will consult and if they agree, the conclusion reached by them as to the individual's medical condition will be final.

E. If the two physicians selected do not agree as to the medical condition of such individual, they will select a third physician to be agreed upon by them, who shall be a practitioner of recognized standing in the medical profession and a specialist in the disease or ailment from which the individual is alleged to be suffering. The third physician thus selected will consult with the previous examining physicians, review all medical records and job description and examine the Employee and render a report with reasonable promptness setting forth his physical condition and an opinion as to his fitness to continue service in his regular employment, which shall be accepted as final. Should the decision be adverse to the individual, and it later appears through medical findings that his condition has improved, a re-examination by the Company's physician will be arranged after a reasonable interval upon the request of the Employee or the Union.

F. The Company and the Employee will each pay for the costs of their chosen physician and share equally in paying the costs of the third physician.

#### ARTICLE 17 Copy of Agreement

The Carrier, at its expense, shall furnish each employee covered by this agreement, a copy of same, including any revisions thereto.

#### ARTICLE 18 Labor/Management Committee

Management and labor representatives shall meet on any subject matter mutually agreed to in order to facilitate and maintain a safe, efficient operation consistent with principles specified in this Agreement. The parties hereto shall meet periodically, although not less than once per year, to review jointly this Agreement and the application thereof. Such topics may include trips out of the away-from-home terminal and/or tie-ups for rest at the home terminal, and local BLET and company officers will endeavor to complete satisfactory local agreements. If necessary, such local labor/management agreements could be in the form of trial programs.



ARTICLE 19  
Moratorium and Term of Agreement

- A. This agreement will remain in effect through December 31, 2023 and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended. BLET proposes agreement run through 2023. CFER GM agreeable
- B. No party to this Agreement will serve any notice or proposal under the terms of the Railway Labor Act for the purpose of changing the provision of this Agreement prior to July 31, 2023
- C. All proposals in pending notices served by the union and the carrier are hereby withdrawn.
- D. This Article will not bar the parties from agreeing upon any subject of mutual interest.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of this 23<sup>rd</sup> day of January, 2019.


FOR THE EMPLOYER:

CHICAGO, FORT WAYNE &  
EASTERN

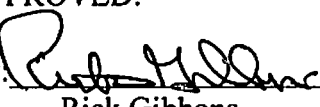
By:   
Martin Pohlod  
President

FOR THE UNION:

BROTHERHOOD OF LOCOMOTIVE  
ENGINEERS AND TRAINMEN

By:   
Dewayne Dehart  
General Chairman

APPROVED:

By:   
Rick Gibbons  
Vice President

APPENDIX I—GRIEVANCE/CLAIM FORM

I.

II. NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

ENGINE NUMBER: \_\_\_\_\_ JOB NUMBER \_\_\_\_\_

ON-DUTY TIME AND DAY: \_\_\_\_\_

OFF-DUTY TIME AND DAY: \_\_\_\_\_

CARRIER OFFICIAL INVOLVED: \_\_\_\_\_

DESCRIPTION OF CLAIM/REMEDY SOUGHT:

Signature of Local Chairman or Aggrieved Employee  
\_\_\_\_\_

III. DISPOSITION OF CLAIM: PAID: \_\_\_\_\_ DECLINED: \_\_\_\_\_

IF DECLINED, BRIEF EXPLANATION:

\_\_\_\_\_  
Signature of Carrier Official

APPENDIX II - WAGE DEDUCTION AUTHORIZATION

CHICAGO FORT WAYNE AND EASTERN RAILWAY COMPANY  
AND  
BROTHERHOOD OF LOCOMOTIVE ENGINEERS AND TRAINMEN

EMPLOYEE'S NAME:

\_\_\_\_\_  
(PRINT)                      Last                                      First                                      MI

EMPLOYEE'S HOME ADDRESS:

\_\_\_\_\_  
Street and Number                      City                      State      Zip

SOCIAL SECURITY NUMBER:      -      -      \_\_\_\_\_ BLET LOCAL NO.: \_\_\_\_\_

Office of Payroll

I hereby assign to the Brotherhood of Locomotive Engineers and Trainmen that part of my wages necessary to pay periodic dues, assessments and insurance premiums (not including fines and penalties) as reported to the Carrier by the Secretary-Treasurer of my Union Local in a monthly deduction list certified by him as provided in the Deduction Agreement, entered into by the Carrier and the Union, and I authorize the Carrier to deduct such sum from my wages and pay it over to the Secretary-Treasurer of the local lodge of the Union in accordance with the Deduction Agreement.

I understand in accordance with the Deduction Agreement this assignment for deduction of Union dues shall remain in full force and effect throughout the course of my employment.

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_