

**COLLECTIVE BARGAINING
AGREEMENT**

Between

ILLINOIS RAILWAY, LLC (“IR”)

And

**ITS MAINTENANCE OF WAY EMPLOYEES REPRESENTED BY
BROTHERHOOD OF MAINTENANCE OF WAY
EMPLOYEE DIVISION OF THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS
 (“BMWED”)**

Effective September 1, 2022

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PREAMBLE

The Illinois Railway, LLC., (IR) (Carrier or Company) recognizes the Brotherhood of Maintenance of Way Employees Division of the International Brotherhood of Teamsters (BMWED or Organization) as the exclusive representative, for the purposes of the Railway Labor Act, of its Employees working in the Maintenance of Way, Signal, and Maintenance of Equipment/Locomotive Crafts.

Where the term "Carrier or Company" appears herein, it means the Illinois Railway. Where the term "Organization" appears herein, it means the Brotherhood of Maintenance of Way Employees Division of the International Brotherhood of Teamsters (BMWED). Where the term "Employees" appear herein, it means the employees of the Carrier working in the Maintenance of Way, Signal, and Maintenance of Equipment/Locomotive Crafts, and who are represented by the Organization.

This Agreement recognizes the unusual principles and conditions existing within the short line railroad industry that are not applicable to Class 1 or 2 railroads.

Whereas the dispute resolution process applies, this Agreement and the ongoing relationships between the Carrier, its Employees and the Organization are based on cooperation and good sense. In the interpretation and administration of this Agreement, it is paramount that illogical results and sharp practice are to be avoided and the Parties agree, consistent with this Agreement, to use rational and common-sense methods to settle any differences between them.

ARTICLE 1 - REPRESENTATION AND DEFINITIONS

1.1 IR recognizes that BMWED represents the Maintenance of Way, Signal, and the Locomotive Mechanical Department employees on IR regarding the right to negotiate a collective bargaining agreement on their behalf. Further, IR, BMWED, and the employees recognize their respective rights and responsibilities under the Railway Labor Act, as amended.

1.2 Definitions

1.2.1 The term "Maintenance of Way employe" means all Maintenance of Way employes, represented by the BMWED, employed by IR.

1.2.2 The term "Locomotive Mechanical Department employe" means all Locomotive Mechanical Department employes, represented by the BMWED employed by IR.

1.2.3 The term "Signal Department Employes" means all Signal Department Employes, represented by the BMWED employed by IR.

1.2.4 The term "Organization" shall mean BMWED.

1.2.5 IR and BMWED shall both apply the provisions of this Agreement without discrimination based on BMWED membership, race, color, creed, religion, national origin, age, sex, or disability.

1.2.6 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.

1.2.7 Emergency work shall be defined as an event of a sudden, unforeseeable, and uncontrollable nature that interrupts operations and brings them to an immediate halt.

ARTICLE 2 - SCOPE OF AGREEMENT

2.1 The rules contained herein shall govern the hours of service, rates of pay and working conditions of all Employees as listed in Appendix B, and other Employees who may subsequently be employed in said Department(s), represented by the Brotherhood of Maintenance of Way Employees Division (BMWED).

This Agreement does not apply to supervisory forces above the rank of Track Inspector or Foreman, nor to employees in other subdepartments covered by other collective bargaining agreements.

Track Sub-Department Employees included within the Scope of this Agreement shall perform all work in connection with the construction, maintenance, repair, and dismantling of tracks, roadbeds, and appurtenances related thereto located on and including the right-of-way and used in the operation of the Carrier in the performance of railroad service on assigned railroad system and IR property.

Signal Department Employees shall install, repair, inspect, and maintain all grade crossing warnings, train control devices, wayside detection devices and communication facilities located along assigned railroad system and on IR property. Signal Department Employees shall document and report work and inspections in accordance with Railroad and Federal Railroad Administration (FRA) requirements. Signal Department Employees shall work with IR management teams and/or its VP of Signals and Communication to prioritize signal maintenance and troubleshooting activities.

Maintenance of Equipment/Locomotive Composite Mechanics shall perform inspections, troubleshooting, preventative maintenance, and installation of locomotive mechanical equipment, components, and systems. Air equipment and electrical systems, and other equipment such as: diesel engine, motors, generators, wheels, air brakes, wiring and lighting systems, and other electrical components. Ensure work activities are in conformance with Federal Railroad Administration (FRA), company, and customer specifications.

The use of such words as, "foreman", "his", "he", etc., in the Agreement is not intended to restrict the application of this Agreement or a particular rule to a particular gender but are used solely for the purposes of grammatical convenience and clarity.

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

ARTICLE 3 - SENIORITY

3.1 The entirety of the IR system shall constitute a single seniority district within which employees may exercise their seniority rights under this Article 3.

3.2 Each year on January 1, IR will prepare and distribute one seniority roster showing the seniority date of all Maintenance of Way, Signal, and Locomotive Mechanical Department

employees. The seniority date(s) of each employe shall date from his/her employment with IR in the class and classification of Maintenance of Way, Signal, and Locomotive Mechanical Department service in which he/she was initially employed. The employes name shall not, however, be added to the seniority list until the employe has completed his/her probationary period as set forth in Article 5 of this Agreement. If two (2) or more employes are hired on the same date they will be ranked on the seniority roster according to their date of birth. Once an employe enters into Maintenance of Way, Signal, or Locomotive Mechanical Department training no other person hired subsequently or qualified subsequently can run around that employe for seniority purposes. The seniority roster for the Maintenance of Way, Signal, and Locomotive Mechanical Department employes is attached to this Agreement as Appendix B.

3.3 IR shall post the roster on the bulletin boards of all designated terminals of IR and simultaneously supply the General Chairperson of the BMWED with a copy. An employe who wishes to appeal his/her placement on a roster must file the appeal within thirty (30) days from the date the seniority roster is posted. If the employe does not appeal his/her placement by the thirtieth (30th) day, his/her placement is final and binding. Erroneous omission from the seniority rosters or typographical errors on such rosters may be corrected at any time.

3.4 Employes shall be in line for promotion into management in accordance with their relative seniority standing on the seniority roster consistent with this Article and in consideration of their qualifications as determined by management.

3.5 The right to work positions, assignments, and vacations shall be governed by seniority and craft qualifications. Employes are not permitted to waive their seniority and promotional responsibilities.

3.6 An employe shall be allowed to exercise seniority from one assignment to another under the following conditions:

- (1) When a permanent vacancy exists.
- (2) When displaced by a senior employe.
- (3) When position is abolished.
- (4) When IR makes a permanent change in the starting time of an assignment by more than two (2) hours on five (5) consecutive workdays

3.7 An employe desiring to exercise seniority from one position to another must do so at least eight (8) hours prior to the starting time of the assignment to which seniority is exercised. The person submitting a bid must be available to fill the assignment as bulletined.

3.8 Newly established positions shall be considered permanent vacancies as will those created by retirements, death, dismissal, resignation, an assignment vacated by employes taking other permanent vacancies, vacancies of ten (10) calendar days or more (excluding vacations), and assignments vacated by employes exercising seniority under the provisions of Section 3.6.

3.9 Temporary vacancies are those due to illness, injury, vacation, and all other reasons except those referred to in Section 3.7. When a temporary vacancy (excluding vacations) has been open for ten (10) calendar days, it shall then be considered a permanent vacancy.

3.10 Permanent vacancies shall be advertised by bulletin for three (3) calendar days on the IR bulletin board. The bulletin will contain the rate of pay, description of the work, days and hours operated, rest days, the starting times, and the last day the employe must submit his bid. The employe must submit his/her bid in writing to the IR and supply a copy to BMWED. If the IR does not receive a bid for a permanent vacancy the junior qualified employe not working as such will be assigned.

3.11 When IR reduces its forces, it will lay off junior employes in reverse order of seniority.

3.12 When IR restores its forces, it will recall employes to service in seniority order. Recalled employes will retain their original seniority date and standing, provided they report for duty within seven (7) days from: (1) the date such letter is first received as evidenced by the return receipt or (2) if delivery is unsuccessful, the date the employe first should reasonably have known of the attempt to deliver the notice. IR will allow a maximum of fourteen (14) days for the employe to report for duty if the recalled employe is required to give more than seven (7) days' notice as a condition of employment elsewhere. IR will furnish a copy of the recall letter to BMWED. After an employe has received a recall letter, he/she must contact IR within seven (7) business days and state when he/she will return within the required return periods described above. Failure to respond within the seven (7) business days or to return within the prescribed return period will result in the forfeiture of seniority.

3.13 An employe will forfeit his/her seniority under the following conditions:

- (1) When an employe who takes any official position with IR or BMWED voluntarily or involuntarily leaves such a position and fails to report back for service within fourteen (14) days.
- (2) When an employe leaves the service of IR of his/her own accord. If IR rehires such an employe, his/her seniority date shall be established in accordance with Article 3.2.
- (3) When an employe is absent without authority for more than fourteen (14) calendar days and fails to provide medical or other compelling evidence of the reason for such absence, fails to exercise seniority or otherwise fails to protect his/her employment.
- (4) When an employe is terminated.

3.14 All employes are required to keep IR informed of their current telephone numbers and addresses. IR will provide the BMWED with a monthly status report showing changes in employe status, contact information, such as addresses, email addresses and phone numbers.

3.15 Upon request from an employe who has left the employ of IR, IR shall give said employe a service letter showing the dates of the employe's employment and the capacity in which he/she was employed.

ARTICLE 4 - ASSIGNMENTS

4.1 Positions in existence thirty (30) days or more shall be bulletined. IR may establish or abolish positions as needed to meet its business requirements. When a position is to be

abolished, IR will notify the affected employees not less than five (5) working days in advance of the effective date of the abolishment.

4.2 The work week for regularly assigned employees shall commence on the first day of the assignment as specified in the assignment bulletin by the IR.

4.3 Terms of a position as specified in the bulletin will not be changed without readvertising of the position.

4.4 The starting time of assigned employees shall commence at the time they are required to report for duty.

Where a single shift operation is in effect, the regular assigned starting time of employees shall not be earlier than 5:00am and not later than 9:00am. Start times shall not change without first giving the affected employees thirty-six (36) hours' notice. All changes in start time shall stay in effect for no less than five (5) working days.

4.5 Employees must provide themselves with a telephone in order to be called.

4.6 An employee who reports for duty and commences service on a five (5) day assignment will be paid a minimum of eight (8) hours at the straight time rate of pay for his/her position shown on Appendix A to this Agreement. When an employee commences service on a four (4) day assignment such employee will be paid a minimum of ten (10) hours at the straight time rate of pay for his/her position as shown on Appendix A to this Agreement. IR will guarantee each employee a forty (40) hour workweek. IR shall be exempt from these payments if: (1) an employee leaves of his/her own volition, resigns, is withheld from service for disciplinary reasons in accordance with Article 11 during such workday or work week or (2) if IR has not directly or indirectly caused a work stoppage, such as fire, destruction, evacuation, or other Act of God or man beyond the IR's control that causes a stoppage of its operations.

4.7 Eight (8) consecutive hours, including meal period, will constitute a day's work. The typical work week shall be forty (40) hours, consisting of five (5) days of eight (8) hours each, with two (2) consecutive days off in each seven (7), so far as practicable the preference for the days off shall be Saturday and Sunday.

If a five-day assignment requires other than the preferred Saturday and Sunday rest days, IR will discuss the scheduling and implementation of assignments with the applicable Union. The parties recognize that to meet the service needs and operating conditions of IR, the employees may be required to work on a rest day at the overtime rate or the work week may be bulletined with the scheduled rest days other than Saturday and Sunday. It is understood that the final decision regarding rest days remains with the carrier based on the needs of the operation.

4.8 Employees on regular positions working a four (4) - ten (10) hour day per work week will have three (3) consecutive regular rest days in each work week. If a crew and the Designated Carrier Engineering Officer agree to work 4-10's, this schedule must be maintained for not less than two (2) weeks and will thereafter be maintained in one (1) week increments. Change from a "4-10's" schedule returning to regular bulletined "5-8's" schedule shall require a full seven (7) calendar days' written notice of such change. If a majority of the employees assigned to the gang desire return to the regular "5-8's" schedule, a like seven (7) calendar days' notice will be afforded the Designated Engineering Officer.

If 4-10's are worked and a holiday falls within a work week, the Carrier will consult with members of the crew to determine how the holiday will be observed. If agreed to by the majority of the crew members and The Carrier, the holiday will be observed on the day chosen and the employes will be compensated for ten (10) hours holiday pay for that day.

4.9 Employes governed under Department of Transportation Hours of Service Regulations shall be paid for any regular assigned work hours missed when required to observe Hours of Service rest time.

ARTICLE 5 - PROBATIONARY PERIOD

Employes hired after the effective date of this Agreement shall be employed on a probationary basis for a period of ninety (90) calendar days of the establishment of his/her seniority per Article 3.2 of this Agreement. During the probationary period, IR has the right to dismiss the employe and neither the employe nor BMWED shall have any right to grieve or otherwise challenge the dismissal. The employe and the BMWED must be notified in writing of the dismissal and the reason thereof immediately.

ARTICLE 6 - MANAGEMENT RIGHTS

This Agreement is intended to be based on cooperation and as such is a fundamental restructuring of the long-standing pattern of labor agreements in the railroad industry. The parties to this Agreement agree that the fundamental objective of the railroad, its management and employes is to provide service to its customers in an efficient manner. Accordingly, the parties agree that in interpreting this Agreement reasonable emphasis shall be placed on providing service to the customers. The management of the business; the operation of the railroad; the right to place into effect changes necessary for the effective operation of the business are vested in the Company subject to the limitations of this Agreement.

The provisions of this Agreement shall be applied without discrimination based on union membership, race, color, creed, religion, national origin, age or sex. The use of such words as "he," "his," and "him," as they may appear in this Agreement are not intended to restrict the application of the Agreement or a particular rule to a particular sex but are used solely for the purpose of grammatical convenience and clarity.

In the event any federal or state legislation, governmental regulations or court decision causes invalidation of any portion thereof this Agreement, such term or provision shall be void and of no effect. All other terms and conditions of this Agreement shall remain in full force and effect.

ARTICLE 7 - UNION SHOP

7.1 Employes shall become members of the BMWED within sixty (60) calendar days of the date they first perform compensated service with the Carrier and shall maintain their membership while employed in positions covered by this Agreement.

If an Employe fails to pay the required dues or fees to the BMWED, the BMWED shall give the employe written notice that he/she has fifteen (15) calendar days in which to make the appropriate

payment, with a copy of the notice sent to the Carrier. If payment is not made within fifteen (15) calendar days, the BMWED shall notify the Carrier that the employe has failed to comply with the terms of this Agreement and, therefore, is not entitled to continue in a position covered by the Agreement ("Termination Notice").

Within ten (10) calendar days after receipt of a Termination Notice, the Carrier shall notify the employe concerned that his/her employment shall be terminated in ten (10) days, unless within that time the employe provides the Carrier with evidence to show that he/she has not failed to comply with the Agreement, as asserted by the BMWED. A copy of this notice shall be provided to the BMWED.

If the employe provides the Carrier with evidence to show that he/she has complied, the Carrier shall provide a copy of the documentation to the BMWED, which shall have ten (10) days in which to reply to the evidence. If the BMWED fails to reply, then the employe's evidence shall be accepted and the action under this rule ended. If the BMWED replies, it shall furnish a copy of the reply to the employe.

Within five (5) calendar days after receipt of the BMWED's reply, either the employe or the BMWED may request a hearing. If a hearing is requested, it shall be held within ten (10) days of the request. The Carrier shall issue its decision in the matter either: 1) ten (10) days after receipt of the BMWED's reply or 2) ten (10) days after a hearing. No action on the termination of employment shall occur until the decision of the Carrier is issued.

If the decision is that the employe has not complied with the terms of this Agreement, his/her seniority and employment under the Agreement shall be terminated within twenty (20) days after the date of the decision, unless the Carrier and the BMWED agree otherwise in writing.

If either the employe or the BMWED does not accept the decision of the Carrier, they must, within ten (10) calendar days after the date of termination, request that a neutral be selected to decide the dispute ("Neutral Person"). The Neutral Person shall be selected by the President of the Carrier or his/her designee, the BMWED General Chairperson of the BMWED or his/her designee, and the Employe involved or his/her representative. If they are unable to agree upon the selection of a Neutral Person, any one of them may make an appropriate request to the National Mediation Board to appoint a neutral.

The Neutral Person shall review the positions of each party and issue a decision within thirty (30) calendar days from the date of receipt of the request for his/her appointment, which will be final and binding upon the parties. If the position of the employe is sustained, the fees, salary and expenses of the Neutral Person shall be paid by the BMWED; if the employe's position is not sustained, such fees, salary and expense shall be borne in equal shares by the BMWED and the employe.

The time periods specified in this section may be extended in individual cases by written agreement between the Carrier and the BMWED.

All notices under this rule shall be made by Registered or Certified Mail, Return Receipt Requested, overnight delivery service, personal delivery evidenced by a signed receipt or other verifiable means of delivery.

The Carrier shall not be required to terminate the employment of an employe until such time as a qualified replacement is available. The Carrier may not, however, retain the employe in service

for a period in excess of sixty (60) calendar days from the date of the last decision rendered by the Carrier. If the Carrier elects, the position may be advertised as vacant under the bulletining rule of the Agreement, and the employe may remain on the position pending the assignment of the successful applicant.

In the event that a termination is subsequently determined to be improper, unlawful, or unenforceable, an appeal is made of the Neutral Person's decision, or a claim is made in any forum concerning application of this rule, the BMWED shall indemnify and save harmless the Carrier against any and all liability arising as the result of its actions under this rule (including reasonable attorneys' fees); provided, however, that this section shall not apply to any case in which the Carrier is the plaintiff or the moving party in the action or in a case where the Carrier acts in collusion with any employe.

DUES DEDUCTION

7.2 Subject to the terms of this Agreement, the Carrier shall deduct from the wages of individual employes, initiation fees, assessments (excluding fines and penalties) and union dues, all of which may be required as a condition of the employes acquiring or retaining membership in the BMWED, after receiving their written and un-revoked authorizations.

Each individual employe subject to the Agreement who desires payroll deduction shall fill out and sign two (2) copies of the "wage deduction authorization-furnished by the Organization, and mail both copies to the BMWED. The BMWED shall mail the original to the Carrier.

Payroll deduction to be effective for a particular month must be in the possession of the Carrier not less than the 15th of the month before the month in which the deduction is to be made.

The designated officer of the BMWED shall notify in writing the designated Carrier official of any special assessments or changes in amounts of fees or dues not less than thirty (30) days prior to the beginning of the payroll period of the deduction.

The BMWED shall furnish to the Carrier a statement showing employes' names in alphabetical order, social security account number, employe number, amount of deduction and lodge number. This statement shall be furnished before the 15th of the month in which the deductions are made. The same deductions shall be made in subsequent months, unless modified by written notice from the BMWED, accompanied by appropriate authorization.

The Carrier shall send the BMWED the total amount of deductions promptly and a list showing the names of the Employes for whom deductions were made, the amount of the deduction and the total amount deducted shall also be furnished. If earnings of the employe are insufficient to permit the full amount of the deduction, no deduction shall be made for that month. In the event of any excess or shortage in deductions for an individual employe, adjustments shall be made by the BMWED and the individual employe.

The following payroll deductions shall have priority over deductions for union dues:

1. Federal, state, and municipal taxes and/or other deductions required by law or court orders.
2. Insurance premiums.

3. Amounts due the Carrier

Responsibility of the Carrier shall be limited to the amount actually deducted from wages of employees. The Carrier shall not be responsible financially or otherwise for failure to make deductions or for improper or inaccurate deductions. Any questions arising as to the correctness of the amount deducted shall be handled between the employe involved and the BMWED.

The BMWED shall indemnify, defend, and save harmless the Carrier from any and all claims, demands, liability, losses, or damage resulting from compliance with the provisions of this Rule.

The dues deduction may be revocable in writing at any time after the expiration of one year from the date of its execution.

ATTACHMENT A- WAGE ASSIGNMENT AUTHORIZATION

**BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES DIVISION OF THE
INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

TO: ILLINOIS RAILWAY, LLC

I authorize the Carrier to deduct from my wages an amount necessary to pay my monthly union dues (not including fines and penalties) as reported to the Illinois Railway by the Brotherhood of Maintenance of Way Employees Division of The International Brotherhood of Teamsters. I authorize the Illinois Railway to remit that amount to the Brotherhood of Maintenance of Way Employees Division of The International Brotherhood of Teamsters. This authorization may be revoked in writing by me at any time after the expiration of one (1) year from the date I sign it.

NAME: _____

DATE: _____

EMPLOYEE NUMBER: _____

SIGNATURE: _____

ATTACHMENT B – WAGE ASSIGNMENT REVOCATION

**BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES DIVISION OF THE
INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

Effective _____, 20__, I revoke the authorization now in effect authorizing the Illinois Railway, LLC., to deduct monthly union dues from my wages and remit that amount to the Brotherhood of Maintenance of Way Employes Division of The International Brotherhood of Teamsters.

NAME: _____

DATE: _____

EMPLOYEE NUMBER: _____

SIGNATURE: _____

ATTACHMENT C – INDIVIDUAL AUTHORIZATION FORM

Voluntary Payroll Deductions -

International Brotherhood of Teamsters D.R.I.V.E. – Democratic, Republican, Independent Voter Education

TO: ILLINOIS RAILWAY, LLC

I hereby authorize and direct Illinois Railway, LLC., to deduct from my pay the sum of \$ _____ for each month in which compensation is due me, and to forward that amount to the BMWED. This authorization is voluntarily made on the specific understanding that the signing of this authorization and the making of payments to the Organization's Political League are not conditions of membership in the Union or of employment with the Carrier, that the Organization's Political League will use the money it receives to make political contributions and expenditures in connection with Federal, State, and Local elections.

It is understood that this authorization shall remain in effect for a minimum of twelve (12) months; thereafter, I may revoke this authorization at any time by giving the Carrier and the Organization thirty (30) days advance written notice of my desire to do so.

Signed at _____ this ____ day of _____, 20 ____.

NAME: _____

DATE: _____

EMPLOYEE NUMBER: _____

SIGNATURE: _____

ATTACHMENT D – WAGE ASSIGNMENT REVOCATION (DRIVE)

TO THE CARRIER:

Effective _____, 20__, I revoke my authorization for the Carrier to deduct \$_____per month from my wages as political contributions that have been remitted to the Brotherhood of Maintenance of Way Employes Division of The International Brotherhood of Teamsters.

NAME: _____

DATE: _____

EMPLOYEE NUMBER: _____

SIGNATURE: _____

ARTICLE 8 - LUNCH PERIOD

8.1 Employees shall have a twenty (20) minute lunch period to be taken on IR's property. Employees shall not take the lunch period when it would interfere with the operations of IR or would otherwise inconvenience a customer. This lunch period will be paid at straight time.

8.2 IR will provide subsequent meal periods, with meals provided by the Carrier and will be allowed at intervals of not more than six (6) hours computed from the end of the last meal period. If the employe does not take lunch between the 4th and 6th hour based on their start time, the employe will be paid an additional twenty (20) minutes at straight time.

8.3 IR will provide adequate shelter, properly heated and cooled, sanitary washing, and toilet facilities at its terminals for the employes to take their lunch period.

ARTICLE 9 - LOCKER ROOMS

9.1 IR shall provide adequate lockers for each employe covered by this Agreement in a closed facility properly heated and cooled and equipped with washing and toilet accommodations.

9.2 IR will maintain the facilities in good order and under sanitary conditions, provided that the employes will keep their lockers and the locker area clean and free from debris.

ARTICLE 10 - GRIEVANCE PROCEDURE

10.1 If the employe feels he is aggrieved, he/she or his/her designated representative must submit a written, detailed grievance within fifteen (15) business days from the date of the alleged grievance to the designated officer of IR. The designated officer must respond in writing to the author of the claim within fifteen (15) business days of the date of receipt of the grievance, either allowing or denying the grievance.

10.2 If the employe is not satisfied with the designated officer's decision the General Chairperson may appeal the decision in writing to the highest designated officer of IR within sixty (60) calendar days of the date of the designated officer's decision. The highest designated officer shall render a decision regarding the appeal no later than sixty (60) calendar days from the date of receipt of the appeal.

10.3 If IR and BMWED fail to settle the grievance following a conference between the parties, the decision of the highest designated officer of IR shall be final unless within sixty (60) days following the date of conference one party notifies the other in writing of its intent to refer the matter for handling in accordance with the Railway Labor Act, as amended.

10.4 All claims or grievances shall be barred unless, within nine (9) months from the date of the Appeal Officer's decision proceedings are instituted by the employe or his/her duly authorized representative before the appropriate division of the National Railroad Adjustment Board or a Special Board of Adjustment that has been agreed to by the parties hereto, as provided in Section 3, Second, of the Railway Labor Act.

10.5 Any party who fails to comply with any of the time limitations outlined above shall be deemed to have abandoned all rights and the decision given by either party at the last applicable

step shall be final and binding without prejudice or precedent. The parties may agree in writing to waive any of the time limitations outlined above.

ARTICLE 11 – DISCIPLINE PROCEDURES

11.1 An employe in service ninety (90) calendar days or more shall not be disciplined or dismissed until after a fair and impartial investigation has been held. The employe shall be notified in writing of the investigation within fifteen (15) calendar days from date of the occurrence. The investigation shall be held not less than five (5) days or more than ten (10) days after the date of the notice of investigation.

11.2 The employe and his/her witnesses shall be paid for all time associated with investigation hearing.

11.3 When an employe who is held out of service pending investigation in cases involving serious infraction of rules, the investigation shall be held within five (5) calendar days after the date withheld from service. He/She shall be notified in writing at the time he/she is removed from service of the reason therefor. Employes withheld from service pending investigation shall be paid for straight time missed from the time withheld until a decision from the hearing is issued.

11.4 The written notice of investigation shall be provided to the employe and the appropriate BMWED representative, in order that the employe may arrange for representation by a duly authorized representative or an employe of his/her choice, and for the presence of necessary witnesses he/she may desire. The notice must specify the occurrence, the specific charges, and specific rules for which investigation is being held. Investigation shall be held, as far as practicable, at the headquarters of the employe.

11.5 A decision shall be rendered within fifteen (15) calendar days following the investigation, receipt of transcript, and written notice thereof shall be given the employe, with copy to the duly authorized representative within fifteen (15) calendar days. If decision results in suspension or dismissal, it shall become effective promptly. If the employe is called back to service prior to completion of his/her suspension period, any unserved portion of the suspension period shall be canceled.

11.6. If discipline is assessed, the employe and his/her representative shall be furnished a copy of the transcript of investigation, including all statements, reports, and information made a matter of record within fifteen (15) days of the investigation hearing.

11.7 The investigation may be waived by the employe, provided that any discipline assessed is confirmed in writing, reviewed, and signed by the employe and his/her duly authorized representative.

11.8 The date for holding an investigation may be postponed if mutually agreed to by the Carrier and the employe and his/her duly authorized representative.

11.9 If the investigation is not held or decision rendered within the time limits specified, or as extended by agreement, the charges against the employe shall be dismissed immediately and the charges against the employe shall be removed immediately.

11.10 If it is found that an employe has been unjustly disciplined or dismissed, such discipline shall be removed from his/her record. He/She shall be reinstated with his/her seniority rights

unimpaired, and be compensated for wage loss, if any, resulting from such discipline or suspension.

11.11 Any appeal of the discipline assessed shall be made by the employe or his/her representative to the Carrier's highest officer within sixty (60) calendar days after the date of the discipline letter. The Carrier's Highest Designated Officer shall issue a written decision within sixty (60) calendar days after receipt of the Organization's appeal of the discipline decision. If the appeal is denied, the reason for denial shall be given. If no decision is issued within sixty (60) calendar days, the appeal shall be allowed as presented.

11.12 If the Carrier's Highest Designated Officer upholds the discipline, then either the employe or his/her representative may, within nine (9) months after the date of the Carrier's Highest Designated Officer's decision, progress the dispute to binding arbitration by a tribunal having jurisdiction under Section 3 of the Railway Labor Act.

11.13 Any of the time limits in this rule may be changed by mutual agreement of the parties, which shall not unreasonably be withheld.

ARTICLE 12 - HOLIDAYS

12.1 IR recognizes the following days as paid holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve Day, and Christmas Day, New Year's Eve Day. In 2025, an additional holiday, Good Friday, will be added.

12.2 IR will pay each employe who does not work on a holiday one (1) straight time day's pay at the employe's base rate of pay. To be eligible for holiday pay, an employe must have worked or have been available for work on his/her last regularly assigned workday before the holiday and his/her first normally assigned workday following the holiday. If scheduled to work the holiday, employes must protect their assignments in order to be eligible for holiday pay. Employes who are on paid leave or bereavement leave when the holiday occurs are considered to have met this requirement. IR will pay an employe required to work on a holiday eight (8) hours of pay and the actual number of hours worked at the overtime rate of time and one-half (1 1/2) with a minimum of eight (8) hours.

ARTICLE 13 - PAID TIME OFF

13.1 Employes who qualify will receive paid time off ("PTO") on the following schedule according to their IR service:

- After one (1) year of serviceTwo weeks
- After two (2) years of serviceThree weeks
- After four (4) years of serviceFour weeks
- After ten (10) years of serviceFive weeks

A. Employees will be required to submit their vacation requests before December 1 of each calendar year. Those who do not submit a vacation request by December 1 may have their vacation assigned to them with the intent of employees using all available vacation during the calendar year.

B. Effective January 1, 2023, annual vacation will accrue to employees who perform compensated service of not less than one hundred (100) days during the preceding calendar year. In implementing this provision, the year between January 1, 2022 and December 31, 2022 will form the qualifying year for earned vacation in 2023.

C. Vacation earned under those policies or provisions in force prior to this agreement will continue to be recognized for calendar year 2022 (January 1, 2022 through December 31, 2022). Vacation thus earned under the current provisions will continue to be taken under the current provisions, except that vacation thus earned cannot be taken after December 31, 2022 (no "carry over").

D. For calendar year 2022, employees covered under this Agreement who provide compensated service will have such service count toward those policies in effect prior to this Agreement AND the one hundred (100) day requirement for earned vacation in 2023. There will be no "carry over" of 2022 earned vacation hours into 2023 earned vacation days.

E. Any 2022 vacation earned by an employee, but not taken, in 2022 will be paid to the employee in lieu of such earned vacation.

F. Calendar days in each current qualifying year on which an employee renders no service because of his own sickness or because of his own injury, and is off work with company approval, shall be included in computing service and years of continuous service for vacation qualifying purposes on the basis of a maximum of ten (10) such days for an employee with less than three (3) years of service; a maximum of twenty (20) such days for an employee with three (3) but less than fifteen (15) years of service; and a maximum of thirty (30) such days for an employee with fifteen (15) or more years of service with the Carrier.

G. The clear intent of both parties in this Agreement is to provide a fair transition from one method of earning vacation to another. Where disputes arise in the implementation of this Agreement, the parties jointly resolve to meet and discuss a resolution that does not deprive any employee of earnings or vacation to which they are entitled.

Employees' vacation will commence at 12:01 a.m. of the first day, following the assigned days off from 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 vacation.

Employees are expected to report the first day of their assignment following the end of their vacation period.

In all cases vacation will be granted with due regard consistent with requirements of the service and will be given to the desires and preferences of the employees, in seniority order, when fixing the dates of their vacation.

Except in the case of emergency, layoff privileges may not be used to extend vacation either at the beginning of the assigned vacation or at the end of the assigned vacation.

13.2 Upon entering service, an employee must have one hundred twenty (120) compensated days to qualify for PTO. Thereafter, on January 1 of each calendar year, the employee's PTO balance will be available for the employee's use. An employee who has completed the minimum number of compensated days to qualify for PTO will receive eight (8) straight time hours for each PTO day. A week of PTO shall consist of five (5) compensated days and two (2) rest days.

13.3 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 shall be permitted to take PTO in daily increments up to a total of ten (10) days of their PTO allowance per calendar year.

13.4 During the calendar year employees may be allowed to swap vacation slots or move to occupy a vacation slot that becomes available. Approval for a trade is at the discretion of the General Manager subject to the requirements of service.

13.5 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.

13.6 If an employee has not been able to exhaust all of his/her PTO, he/she will be paid any remaining unused PTO on the first pay date of the following year. Employees will also be paid any remaining unused PTO upon termination of employment with IR.

ARTICLE 14 - QUALIFICATION, CERTIFICATION, AND TRAINING

14.1 IR shall have the right to qualify employees. Employees will be given up to thirty (30) calendar days in which to qualify on a position or classification.

If an Employee feels he/she has been improperly disqualified, he/she shall be entitled to a hearing, provided that within five (5) working days after disqualification he/she or their duly authorized representative makes a written request to the appropriate Carrier Officer setting forth the basis for why he/she believes the disqualification was improper. The hearing shall be held within fifteen (15) calendar days from the date the Carrier receives the above required statement and request.

The Carrier shall issue a written decision on the matter within fifteen (15) days after the hearing. If the employee is dissatisfied with the Carrier's decision, he/she will have the right to appeal under the procedures of Article 10 of this Agreement.

14.2 IR shall in its discretion, conduct periodic training programs designed to enable the employees to become qualified for the Maintenance of Way, Signal, or Locomotive Mechanical Department positions. Employees who fail to be qualified will be afforded additional training and the opportunity to qualify a second time. Unless waived by IR, failure to qualify on the second try shall result in the forfeiture of an employee's participation in further testing for promotion to that craft.

14.3 IR may require employees to attend rules classes and recertify and attend mandatory safety meetings. If it requires them to attend such classes or meetings during their on-duty time, such employees will be allowed not less than a basic day's pay for the time spent while on duty and in

attendance at rules classes or meetings. If it requires them to attend such classes or meetings during their off-duty time, IR will pay them a minimum of two (2) hours of pay at the overtime rate of pay or pay them for the actual time spent at the overtime rate of pay, whichever is greater.

ARTICLE 15 - LEAVES OF ABSENCE

15.1 Unpaid Leave of Absence. An employe 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 employe wants to request an unpaid leave of absence for fifteen (15) to ninety (90) calendar days, he/she must request the unpaid leave in writing and IR will, in its sole discretion, grant or deny the request in writing to the employe. An employe who absents himself/herself for more than fourteen (14) calendar days without an approved leave of absence in writing will forfeit his/her seniority. If the employe wishes to have a leave of absence for a period of time beyond ninety (90) days, he/she must request that leave from IR which will not grant the request except by mutual agreement of IR and BMWED or as required by law. An employe granted an unpaid leave for fifteen (15) calendar days or more shall sign a copy of the written authorization for IR's records. Any employe 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 BMWED. Leave under the Family Medical Leave Act (FMLA) will be handled pursuant to laws and regulations applicable to FMLA. The provisions cited above under this paragraph 15.1 do not apply to Section 15.4 Union Leave of Absence.

15.2 Bereavement Leave. An employe will be given a leave of up to three (3) days with pay, calculated at the employe's straight time rate of pay to be used, intermittently or consecutively within thirty (30) days of the death. The employe's immediate family is defined as the employe's spouse, child, parent, parent-in-law, grandparent, current stepparent, stepchild, and sibling(s), including step and half siblings. The days of leave for which IR shall pay the employe are limited to those days on which the employe is regularly scheduled to work and is unable to work because of circumstances related to the death. No pay will be granted to employes for this purpose who are already on vacation, leave of absence, lay off or paid holiday.

15.3 Jury Duty and Appearing in Court. IR will pay employes 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 straight time rate of pay that they would have otherwise earned. No pay will be granted if an employe is on leave of absence, lay off, vacation or holiday. If an employe is subpoenaed or requested by IR to attend court, coroner's inquest or deposition, IR will pay him/her the equivalent his/her straight time rate of pay for all hours spent in court and reimburse him/her for reasonable expenses. This Section does not apply if the employe is under criminal investigation or is a party to civil suit.

15.4 Union Leave of Absence. IR shall grant a leave of absence without pay to any employe elected or appointed to a Union office for the term of the office or to attend union sponsored training.

ARTICLE 16 - GROUP HEALTH BENEFIT PLANS

16.1 Employees are covered by the IR Group Health Benefit Plans. IR employees may obtain a booklet outlining the coverage available. Employees must first meet the qualifying criteria as described in the group plans before they are eligible to receive benefits.

16.2 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.

16.3. 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, short-term disability, and AD&D life insurance plans as provided in the IR group policies.

16.4 IR reserves the right to change insurance carriers and policies.

ARTICLE 17 - RATES OF PAY

IR will pay the employees covered by this Agreement the rates of pay shown on Appendix A to this Agreement.

ARTICLE 18 - PAYDAYS

IR pays its employees on the fifteenth (15th) and last day of each month.

If the payday falls on a Saturday, Sunday or holiday, IR will make the funds available to the employees the last business day prior to the Saturday, Sunday, or holiday.

The current bi-monthly pay schedule may be changed to a bi-weekly schedule, should OmniTRAX, Inc. decide to change all other properties and entities.

ARTICLE 19 - EQUIPMENT AND SUPPLIES

19.1 IR will provide the necessary safety equipment and supplies required by employees during their tour of duty. IR will require employees to sign a receipt for phones, radios, keys, rule books and other miscellaneous equipment issued to them specifically. IR will list the value of this equipment on the receipt and IR will require the employees to return the equipment if and when the employee should leave the employment of IR or IR will deduct the appropriate amount from the employee's last paycheck.

19.2 IR will provide employees with a voucher every calendar year for the purchase of a pair of steel toe work boots as needed. A voucher for the purchase of steel toe work boots will not exceed one hundred fifty (\$150.00) dollars. Such voucher will be made either to the employee or the shoe store for the purchase of the boots. If an employee wears out the boots prior to the end of the calendar year the employee may present them to his supervisor to determine if the boots should

be repaired or replaced. The employe will be issued another voucher if authorized to cover the cost to repair or replace the boots as needed.

ARTICLE 20 - BULLETIN BOARDS

IR will provide a suitable bulletin board in a conspicuous place for the posting of routine BMWED notices to the members of BMWED. Any such posted notices must be signed by an accredited BMWED officer.

ARTICLE 21 - EMPLOYE INFORMATION AND SERVICE LETTERS

IR will provide BMWED with a list of employes who are hired, terminated, or furloughed and their home address. This provision is limited to the employes covered by this Agreement. IR will provide the BMWED with a monthly status report showing changes in employe status, contact information, such as addresses, email addresses and phone numbers.

ARTICLE 22 - PHYSICAL EXAMINATION

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 employe is physically able to perform service.

22.2 If IR's physician disqualifies an employe and the employe feels that the disqualification is not warranted, the following procedure will apply:

(A) The employe, 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, the conclusions reached by them will be final.

(B) If the two (2) physicians selected disagree as to the physical condition of such employe, they will select a third (3rd) physician, at the joint and equal expense of IR and the employe, who shall be a practitioner of recognized standing in the medical profession and a specialist in the disease, condition, or injury from which the employe is alleged to be suffering. The third (3rd) physician will examine the employe 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 employe's physical condition and the physician's opinion as to the employe's fitness to continue service in his regular employment, including the need for any reasonable accommodations. The opinion of any two (2) such physicians will be accepted as final.

22.3 If an employe is held from service for an examination or alleged impaired physical condition and, upon IR's examination or the panel of doctors provided for in Section 22.2 is found to be physically fit to resume duty, he/she will be reinstated and paid for lost time.

ARTICLE 23 – CALL OUTS

23.1 Employees notified or called to perform service for the Company outside of and not continuous with their regular work period shall be allowed a minimum of four (4) hours compensation for four (4) hours work or less, and if held on duty in excess of four (4) hours, shall be allowed compensation for all time on duty.

23.2 The time of an employee who is notified prior to the release from duty to report for work shall begin at the time he/she reports and ends when released. The time of an employee who is called or notified after released from duty to report for work shall begin at the time, he/she is called or notified and shall end when returned to home.

ARTICLE 24 - CONTRACTING OUT

24.1 Work presently and normally performed by IR MOW, Signal, and MOEL employees who are subject to the provisions of this Agreement shall not be contracted out except under the following circumstances:

- (a) When technical skills are not available from within IR; or
- (b) Where sufficient employees, qualified to perform the work are not available from the active or laid-off list of employees and such work cannot be delayed until such employees become available; or
- (c) When essential equipment or facilities are not available and cannot be made available at the time and place required from either IR owned property or bona fide leased from other sources at a reasonable cost without the operator; or
- (d) When the nature or volume of work is such that it does not justify the capital or operating expenditure involved; or
- (e) The required time of completion of the work cannot be met with the skills, personnel, or equipment on the property; or
- (f) Where the nature or volume of the work is such that undesirable fluctuations in employment would automatically result.

24.2 In no event will contracting out result in the lay-off of bargaining unit employees.

ARTICLE 25 - COPY OF AGREEMENT

IR will print and distribute copies of this Agreement to the employees and BMWED.

ARTICLE 26 - MORATORIUM

26.1 This agreement will become effective September 1, 2022, and will remain in effect through August 31, 2025, and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

26.2 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 provisions of this Agreement prior to May 1, 2025, to be effective no earlier than September 1, 2025.

26.3 All proposals in any pending notices served by the BMWED and the IR are hereby withdrawn.

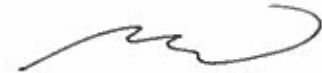
26.4 This Article will not bar the IR or the BMWED from agreeing upon any subject of mutual interest.

Signed this 14th day of September, 2022.

BMWED



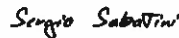
Staci Moody-Gilbert
Vice President



George Loveland
General Chairperson

Illinois Railway, LLC

DocuSigned by:



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Sergio Sabatini
President, OmniTRAX, Inc.

APPENDIX A

Rates of Pay

Position	2022	2023 2.5%	2024 3%	2025 3%
Track Inspector	31.50	32.29	33.26	34.26
Track Foreman	29.00	29.73	30.62	31.54
Composite Mechanic	26.50	27.16	27.97	28.81
Track Laborer	23.50	24.09	24.81	25.55
Signal Maintainer*	5,417.00	5,552.42	5,718.99	5,890.56

*The Signal Maintainer position is a salaried position, and the monthly rate includes emergency call outs and is not subject to overtime. It is understood that this position is subject to applicable hours of service and will not be subject to more than twelve (12) hours of work in a twenty-four (24) hour period.

For all other positions, all service performed before or after the employees' regular eight (8) hour shift will be paid for at one and one half (1/2) times the applicable hourly rate.

APPENDIX B
Seniority Rosters

IR Maintenance of Way

#	Employee	Hire Date	Position
1	Martin Gavina-Lopez	09/11/13	Track Laborer
2	Jesus Santoyo Martinez	07/14/14	Track Inspector
3	Jerry Muncy	08/09/16	Signal Maintainer
4	Felipe Ramirez	10/22/18	Track Laborer
5	Jose Zuniga	08/31/20	Track Inspector
6	Luis Sanchez	10/01/20	Track Laborer
7	Jacob Sellers	08/17/21	Track Laborer
8	Jaime Arevalo	12/06/21	Track Foreman
9	Sean Coleman	06/20/22	Signal Maintainer

IR Maintenance of Engines and Locomotives

#	Employee	Hire Date	Position
1	Evan Bernard	01/06/10	Composite Mechanic
2	Christopher Nelson	03/30/15	Composite Mechanic
3	Cole Eiben	03/03/20	Composite Mechanic