

Tentative Agreement-UE and Hallcon 2022

September 26, 2022

Any Article or Section not specifically listed below to be deleted remains in the contract. Where you see something with underline, this means the language is added to the contract. Anywhere there is ~~strikethrough~~, it is agreed to delete it from the contract.

ARTICLE 1 RECOGNITION AND SCOPE OF AGREEMENT

Add: Brewster and Willard OH, Tukumcari and Albuquerque NM, Fort Madison IA, Peoria IL, Keenan, Proctor, Ranier, Two Harbors MN, Pokegama, Portage, Green Bay, Chippewa Falls, Ladysmith, Milwaukee, WI; Topeka & Herrington KS; Memphis TN

ARTICLE 2 UNION SECURITY & DUES CHECKOFF

SECTION 1: UNION SECURITY

The Employer will not attempt to discourage nor interfere with the right of any employee to join the Union. The Employer will not discriminate against, interfere with, restrain, or coerce any employee because of membership or lawful activity in the Union. The Union will not discriminate against or harass any employee who chooses not to join the Union. The Employer shall distribute in a neutral manner: Union welcome literature and membership cards electronic links to all new employees. The Employer shall promptly collect fully executed membership cards and or submit the signed cards to Uniondues@hallcon.com and a UE email at railcrew@ueunion.org uedues@gmail.com. The Employer agrees that the executed card shall be enrolled in dues deductions no later than the month following submission. The Employer will also promptly identify which drivers have and have not returned executed Union membership cards.

(a) Subject to applicable law, all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement or who become members of the Union in good standing following the effective date of this Agreement shall as a condition of employment remain members in good standing insofar as the payment of periodic dues and initiation fees, uniformly required, is concerned.

(b) Subject to applicable law, all present employees who are not members of the Union and all individuals hired after the effective date of this Agreement shall as a condition of employment, beginning on the sixtieth (60th) day following the effective date of this agreement or the sixtieth (60th) day following employment, whichever is later, become and remain members of the Union in good standing, insofar as the payment of periodic dues and initiation fees, uniformly required, is concerned.

SECTION 2: DUES

The Union shall assume all responsibility for the distribution and collection of payroll deduction assignment cards for Union dues, assessments, initiation fees or agency fees. Upon receipt of such payroll deduction assignment cards, the Employer agrees to deduct Union membership dues and initiation fees levied by the International Union or the Local Union, through a method mutually agreed to by the Employer and the Union,

from the pay of each employee upon receipt of a signed "Authorization for Check-Off of Dues" Form and as long as the employee continues to authorize such deductions in writing. Such forms will be supplied by the Union along with the electronic link.

Barring any unforeseen circumstances beyond our control, sums deducted under the above provisions shall be remitted to the Financial Secretary-Treasurer of the corresponding UE Local designated by the Union on a monthly basis, no later than the 10th 3rd day of the following month deductions were taken out of employee's earnings. If for any reason, dues are not deducted from that pay, the deduction will be made from the next check. Dues arrears shall not be tabulated nor deducted by the Employer for drivers granted a Leave of Absence, Workers Compensation or Medical Leave. Upon return from work from the Leave of Absence, Workers Compensation or Medical Leave, the driver(s) shall be restarted on regular dues deductions and pay dues if the driver has hours worked in the month of their return.

ARTICLE 3 HOURS AND WORKWEEK

SECTION __: AVAILBLE WORK SELECTION

Drivers shall be given preference for available work hours based on seniority.

A.) Radius, shuttle & Yard drivers shall be allowed to preference additional available scheduled work in the location yard they are assigned by seniority. ~~The parties agree that if a yard driver is regularly scheduled less than 5 days in a workweek and available scheduled days open up in the yard, shuttle or radius location in which they work, the driver with seniority in the particular location yard shall be awarded that work. Yard drivers are allowed to remain part time, with 1 or 2 or 3 or 4 scheduled shifts per week. See Articles 6 & 18 for more specific guidance.~~

B.) Road drivers shall select their assigned days off two (2) times per year by seniority on or about August 31st and March 1st of each year. Local management shall begin this process no later than February 15th and August 15th respectively. All drivers on each road board shall be called by local management and offered to change scheduled off days at least 2 weeks prior to the March 1st and August 31st dates. If a driver is skipped, the process shall be repeated until all drivers are given the opportunity to change or keep their scheduled off days.

C.) ~~The Parties agree that the board rotation system for On-Call Road Drivers shall continue.~~ The Employer will make every reasonable effort not to deviate from the general rotation on the 'board' except for customer service or operational reasons but agrees that it will not so deviate in a discriminatory manner, or in any way that creates a pattern of favoring junior drivers over those with more seniority.

D.) Drivers who are rested and assigned to a particular location yard shall have preference where non-routine work (standing orders, flag jobs, irregular jobs, assists awarded by dispatch etc) becomes available based on seniority. Management shall use and maintain a regular overtime list to be used for each yard, road-board and railroad.

Drivers must request in writing to be on the overtime list or to be taken off the overtime list.

NEW SECTION: ROAD DRIVER 40 HOUR GUARANTEE

The Employer shall make every reasonable effort to assign drivers at least forty (40) hours of work per week. However, in no event shall this be construed as a guarantee of hours per day or week. The Employer shall continue to regularly provide to the Union (should the Employer provided directly to the steward, or upon request) a bi-weekly report with the following information:

- a) The actual and target road driver count by location based on 120% of trailing 6-week volumes (hours).
- b) The average usage of OOA hours per location over the past 2/4/6 week trailing period.
- c) The average number of hours dispatched, the number of trips accepted, and trips worked per driver location over the past 2/4/6 week trailing period.

NEW SECTION : LAYOFFS OF ROAD DRIVERS WHEN OVERSTAFFED

A location that data shows road drivers averaged 32 hours or less per week and drivers were available to work is deemed to be overstaffed. Secondary vendors and OOA drivers shall not be utilized in the overstaffed location(s) unless drivers are unavailable for work or there is an emergency. If reducing the secondary vendor and OOA does not correct the low hours, a reduction in force will be triggered by inverse order of seniority.

SECTION 1: RADIUS, ROAD, SHUTTLE, YARD WORK WEEK

The normal Shuttle, radius and yard hours of work will be eight (8) hours per day, 40 hours per week for yard and radius drivers. Shuttle drivers shall be either 8-hours or 12-hour shifts. The normal hours of work for road drivers will be forty-eight (48) hours per week. Road drivers will mark up on their road board for no less than 48 hours each week. This is not a requirement that they work 48 hours. There shall be no penalty for a road driver refusing additional work above the normal hours of work in a work week. Drivers in van parked areas who complete the normal hours for the week shall be taken off the board. This shall not prevent the driver from working on their off day, should they choose to do so. The work week will begin at 12:00 a.m. on Sunday and end at midnight the following Saturday. For New Jersey drivers the work week will begin at 12:01 a.m. on Friday and end at 12:00 midnight the following Thursday.

SECTION : NO TEMPORARY WORK

The Employer shall not hire temporary workers or contract employees (not including taxis) out work prior to a 30-day electronic notice to the Union as outlined in Article 25.2.

If new or restarted work is not scheduled or is non-routine and the work is created to last less than 30 days, this work will be awarded according to Article 6.

If the new or restarted work is 30 days or longer, the employer shall post and award the job based on Article 18.

SECTION __: WORK SCHEDULES

Before a permanent change of start times for regularly scheduled shuttle, radius or yard assignments in a particular location yard or days off for On-Call Road Drivers lasting ~~more than two weeks is made effective~~, the Employer will give the Union and affected employees ten (10) days advance notice and the opportunity to discuss the change. In cases when the Employer receives less than ten (10) days' notice from its customer, the Employer shall inform affected employees as soon as possible. If the employer or its client cancels up to 7 days of work, the Employer shall schedule affected drivers in attempts to supplement the affected drivers for their time missed within the next 14 calendar days if such work is available. This shall not apply in the case of emergencies, when employees are called in to cover the shift of another employee due to absences, for shift changes of less than two (2) weeks or shift changes that do not affect all employees.

All fulltime road employees shall be scheduled two consecutive days off by seniority, unless the employee requests staggered off days. When yard or shuttle shifts are re-bid or newly created, managers will make every effort create schedules for the yard or shuttle where the off days are consecutive

Yard drivers, shuttle and radius drivers will be scheduled at least two days off by seniority, but they may not be consecutive. Yard drivers can be regularly scheduled for less than 40 hours per week. Yard drivers are also allowed to be scheduled for 1 or more days in the yard and work on the road board in any given week if the HOS requirements are met.

Drivers will not be penalized for failing to answer a call or respond to a call from the Employer on the driver's day(s) off.

ARTICLE 4 WORK TIME

Work time shall include but not be limited to: Meal and rest periods, time spent on an assigned yard, shuttle or radius shift, time spent on an assigned trip, time spent after being dispatched for a trip but waiting for an Employer vehicle, time spent waiting for a crew, all time spent performing vehicle inspections, all time spent performing van swaps, all time spent performing vehicle maintenance (including wait time and time spent driving to and from the maintenance facility), Department of Transportation (DOT) Physical (including wait time and time spent driving to and from the facility), all time spent performing washing vans and or cleaning the interior of the vehicles (including wait time and time spent driving to and from the facility), undergoing testing for controlled substances and/or alcohol (including wait time and time spent driving to and from the testing facility), and all time spent processing necessary paperwork for the Employer, fueling the vehicle, training, Employer business, time spent in any disciplinary meetings, ROC meetings, retraining and safety meetings. All work time shall be deducted from Hours of Service.

SECTION 2: PAYMENT FOR HOURS WORKED FOR ON CALL ROAD DRIVERS WHO TAKE VANS HOME VAN SWAP DRIVERS

~~On Call Road Drivers who take their vans home will be subject to the following provisions:~~ Once a driver receives a trip under the board rotation system, the driver's work time will initiate and terminate as follows:

- The Start time will begin at the scheduled pick-up time or the arrival time (whichever is earlier later) for all home trips. Estimated times shall have no bearing on how a driver is paid for the work performed.
- Away trips will begin when the driver departs for their pickup.
- The end time will terminate at the final drop location for home drops.
- The end time will terminate at the end of trip for away from home drops.

A driver shall be deducted only one commute time per 24-hour period. A commute time is understood to be the period of time from home location. They will not be charged a second commute time.

There shall be only one physical address assigned to any location for the road drivers home location. The Employer shall not change this location without first notifying the Union at least 30 days prior to a change.

For purposes of defining home locations, the home location will be considered any trip that originates or ends in the **California**: UP Yard at Glendale, for Glendale employees, the UP Yard in Long Beach for Long Beach employees, the UP yard in San Jose for San Jose employees, the UP Yard in Oakland/Richmond for Oakland employees, the BNSF Yard in Oakland/Richmond for Richmond employees, and 410 J Street or other location in the vicinity of 9th-10th and Chestnut for Marysville employees; Keddie 200 Crescent St Quincy, CA In **Illinois**: Chicago IL, Bedford Park IL CSX 6620 S Lavergne Bedford Park, Cicero F74 5601 West 26th St Cicero, IL, Hillside F74A drivers 4400 Frontage Rd Hillside, IL, Cicero yard or Corwith Yard, 85 McClure Rd Aurora for Aurora drivers, and LPC for Joliet drivers 26664 S. Elwood International Port Rd Elwood, IL, Benton drivers 604 S Du Quoin St Benton the Benton Yard, Champaign IL, 2905 N Oak St Urbana CN Railroads Kirk yard -1 N Buchanan St. Gary IN. 46402, Hawthorne- 3239 S 51st Ave, Cicero IL 60804, Joliet – 801 E Jackson St. Joliet IL 60432, Markham- I-294 CN Markham Yard. Hazel Crest IL 60429, Schiller Park- 4839 Ruby St, Schiller Park IL 60176, ; in **Indiana**: Elkhart, 2600 West Lusher Ave Elkhart IN, Hobart IN 2000 E State Rd Hobart, IN; in **Missouri**: St. Louis the Luther Yard ; in **Oklahoma**: Enid UP Depot for Enid drivers, Chickasha UP Depot for Chickasha drivers; in **Louisiana**: Shreveport-621 Lake, Baton Rouge- 1401 Foss St Baton Rouge, 2400 N River Rd., Avondale-2123 Hwy 90 & UP-5245 Red River Road Avondale, New Orleans-2351 Hickory Ave, Lafayette, LA BNSF 110 Sunbeam Ln Lafayette LA, ; in **New Mexico**: Lordsburg drivers, Lordsburg Yard 409 East E St, Tucumcari, NM 100 West Railroad Ave Tucumcari; in **Ohio**: Brewster 100 1st St SE Brewster, OH, Carey OH, 1225 Township Road A Carey, OH, Youngstown OH, 1900 Poland Youngstown, OH; in

Wisconsin: Portage Yard, 400 West Oneida St Portage, WI; in Kansas: Topeka 801 NW Norris St, Topeka KS

ARTICLE 5 ROAD BOARD

SECTION : ON AND OFF THE BOARD DURING WORKWEEK

A driver who has been on a road rotation board for at least 12 consecutive hours (combination of all on-call, on duty, drive time, and Employer business time) may contact a Local Manager to put themselves onto rest for 9 undisturbed consecutive hours. It shall be the responsibility of the employee to monitor and determine his or her length of time on a rotation board under this Section.

All road drivers on days off shall be taken off the board. Road drivers that wish to work overtime must be listed on the overtime list and shall be booked onto the board by management at the bottom of the board.

All road drivers in van parked areas on rest shall ride the board until they refresh in the position they were at. Drivers with less than 2 hours shall be placed on rest. A driver shall have the right to book off the board during this period and shall start back to work at the bottom of the board. A driver that books rest shall be on rest until the rest period is completed.

All road drivers in Van Swapped areas on rest shall be taken off the board and come back off rest at the bottom of the board. Drivers with less than 2 hours shall be removed from the board for van swap.

A road driver that accepts a yard shift shall be rotated to the bottom of the board. The road driver shall be paid at their road rate or other premiums, whichever is highest when working that yard shift. The yard hours worked shall be deducted from the road drivers available hours and HOS.

The Employer shall implement the above proposals by no later than December 1, 2022.

SECTION : ROAD DRIVERS FIRST CALL TO WORK AT THE BEGINING OF THE WORKWEEK.

The first call to work after days off shall be 48 hours from the last hours worked.

SECTION ___: FAIR BOARD ROTATION VAN SWAP & VAN PARK

4. No driver shall be disciplined if they are provided less than 45-minute notice from the time the driver accepts the trip dispatch to the time the employee starts the trip.

SECTION : ANSWERING THE FIRST CALL TO WORK AFTER REST

The first call to work shall be via telephone. Others methods can be added to augment the first call to work.

Road drivers should remain available for work if they are to remain on the road board. Drivers should remove themselves from the board prior to receiving a trip if they are fatigued or going on rest. If a road driver in number 1 position does not respond after two phone calls, the dispatcher shall go to the second driver on the road board. The driver in number 1 position shall receive a second call to work. The driver in number 1 position that did not respond to the 2nd call to work shall be moved to the bottom of the board. Dispatch shall call the second driver at least two times before moving to the next driver in line.

SECTION ____: VAN PARKED LOCATIONS ONLY:

On call road drivers will be dispatched by a board rotation system. If a driver receives an initial trip that is 4 hours or less, they shall be placed in the #1 position on the road board for their next HOS qualified trip and they will be placed back on the top of the board behind the last short trip driver, on a first in, then first out basis This shall only be permitted one time within 9 hours of the commencement of their first trip. The driver shall be placed at the bottom of the board after the second trip.

~~2. If Driver has an initial trip of less than 4 hours, they will be placed back on the top of the board behind the last short trip driver, on a first in, then first out basis.~~

SECTION ____: VAN SWAP BOARD ROTATION RULES AREAS ONLY

1. On call drivers will be dispatched by a board rotation system. Once a driver receives a run, they will continue to receive trips until their hours for the day are completed. Driver rotation for these drivers will be determined by first in first out.

2. A driver that is unavailable for work for any reason, including rest, will be removed from the board. Upon their return, they will be placed at the bottom of the board.

3. If a driver has less than 2 hours (1 hour and 59 minutes or less) of HOS, they will be automatically put on rest and removed from the board.

4. **(From article 3)** Drivers shall not be made to perform van swaps during their hours of rest or on their scheduled days off. Before going on rest or days off, a driver should complete a van swap with the driver's assigned van partner. If a driver is going off duty or on rest and not able to swap the van, they must contact a local manager. If management fails to answer, the driver shall text the manager and the driver is released for rest. Drivers should attempt to not go on rest or days off in possession of a van without permission from a local manager. On Call Drivers, in non-parked areas, will continue to be able to take their van home. **(status quo)**

ARTICLE 6 OVERTIME & TEMPORARY YARD

SECTION 1: CONDITIONS

Time and one-half an employee's regular hourly rate shall be paid for all work performed in excess of 40 hours per week, this includes safety training, vehicle inspection, disciplinary meeting or any other category listed in Article 4 Work Time. Road drivers shall be paid time and one half for all hours worked over 40 hours at their

road rate of pay. With due regard for the need for efficient operations, the Employer will make every reasonable effort to give advance notice of overtime work for each yard, shuttle and radius board as soon as possible and to distribute overtime equally by seniority.

Management shall use and maintain a regular overtime list to be used for each yard, shuttle and radius road-board and railroad. Seniority for those that have signed the overtime list shall be the guiding factor for the distribution of overtime. Drivers must request in writing to be on the overtime list or to be taken off the overtime list.

SECTION 2: TEMPORARY SHUTTLE, RADIUS OR YARD VACANCIES BY LOCATION

(Employer and Union agreed to reduce all location to one overtime procedure.)

When a scheduled or unscheduled vacancy occurs in a yard, shuttle and radius location, or new work is ordered by the railroad, the Employer shall ~~will attempt to~~ fill the vacancy immediately by calling employees by seniority order from the overtime list in the following order prior to the start of the shift:

1. ~~With~~ An employee regularly assigned to the yard, shuttle or radius board in which the vacancy occurs who is scheduled for less than 40 hours.
2. By offering to split the shift between employees scheduled for 8 hours assigned to the shift prior to and after the vacancy. For 12-hour employees, step 3 will be followed below:
3. By calling the first out road driver assigned to the board that works from the yard, radius, shuttle in which the vacancy exists. If the first out Road Driver refuses to accept the yard radius, shuttle shift or is not yard qualified, the working manager can proceed to the second person on the board and offer the shift. If the second person refuses, the working manager will proceed to Step 4 below. The entire road board is not to be called to find coverage. No driver shall be disciplined for refusing a yard, shuttle or radius shift. Road drivers covering temporary vacancies shall be paid at their road rate.
3. ~~By offering to split the shift between the employees assigned to the shift prior to and after the vacancy. For 8 hour~~
4. By calling rested and available full-time yard drivers assigned to the yard in which the vacancy occurs in seniority order, provided, that the Employer need not call an employee who is either a.) Is not rested for the vacant position, or b.) Would not be rested for their own shift by virtue of working the vacant position.

No driver shall be penalized for covering a yard vacancy under this Section by virtue of being forced to miss an otherwise regularly scheduled shift/day for which the driver is rested and available. The Employer shall have the option to allow the employee to work the shift/day at the applicable premium rate, or to require the employee to miss the

shift/day and pay the employee eight (8) hours at the employee's regular rate. In the event the Employer opts to pay and require the employee to miss the shift/day, the hours paid to the employee shall not count as hours worked.

SECTION : CALIFORNIA AND NEVADA DRIVERS OVERTIME

Time and one-half (1&1/2) an employee's regular hourly rate shall be paid for all work performed in excess of eight (8) hours in a work day or forty (40) hours per work week as well as two times their hourly wage rate for all hours worked over twelve (12) hours in a work day. The Employer shall pay an employee time and one half (1&1/2) for the first eight (8) hours worked on any 7th consecutive day of work in any work week and double time for any hours worked over eight (8) on the 7th consecutive day.

~~For California and Nevada employees only:~~ The Employer shall have the option to allow the employee to work the shift/day at the applicable premium rate, or to require the employee to miss the shift/day and pay the employee eight (8) hours at the employee's regular rate. In the event the Employer opts to pay and require the employee to miss the shift/day, the hours paid to the employee shall not count as hours worked.

ARTICLE 7 BREAKS & MEAL PERIOD

All drivers shall have the right for one (1) thirty (30) paid meal break during each 8-hour period shift. In addition, all drivers shall have the right to take two-ten-minute rest breaks for each 8 hours worked. All drivers will take breaks in a manner that does not disrupt customer service.

Managers and supervisors will notify the Railroad of such meal and break periods if the railroad facility is not abiding by this provision.

Drivers have the right to waive their meal period. The Employer shall relinquish control over the employee's duties and permit a reasonable opportunity for an uninterrupted 30-minute paid meal period. The first meal period shall take place after no more than 5 hours of work and a second meal period after no more than 10 hours of work.

The ~~normal work day~~ period of 8 hours shall be inclusive of the 30-minute paid meal break and two-10-minute paid rest breaks. All drivers shall have the right to refuse work while on either their paid meal break or paid rest break (s). Meal and break periods may not be combined nor used at the end of the shift.

The 12-hour Shuttle, radius and yard driver shifts shall be afforded all meal and break period rights under this contract.

CALIFORNIA DRIVERS ONLY Status Quo

ARTICLE 8 FATIGUE

Road Drivers who are fatigued or ill are to call dispatch, to be removed from or placed on rest the Board prior to being called out. If management or a member of dispatch calls

a driver while on rest, the drivers rest shall be extended for up to 8 hours at the driver's option.

Road drivers shall be berthed at the Employer's expense if the driver is away from their home city and the driver is out of HOS hours or fatigued. Drivers ~~shall be who are~~ berthed will be paid a per diem of \$305.00 per night. The Employer agrees to berth the employee in a nearby hotel as soon as possible. Should a driver feel the provided housing on a OOA assignment presents a threat to their health or safety, they may immediately request an inspection of the housing facility and should the claims be validated, they shall be moved to an alternate and improved housing situation. Should a dispute arise over the validity of such a claim, the Union will be notified and take action as it sees fit to remedy the situation.

Road drivers are responsible for obtaining proper rest.

Road drivers who notify the Employer that they are unable to accept a trip due to fatigue and remove themselves from the board prior to call-out, will not be subject to discipline as defined in the discipline and discharge article. If the driver is on a trip, and or has called dispatch to be removed from the board and they are called for another trip, the driver cannot be disciplined for refusing the next trip if they are fatigued.

ARTICLE 9 GRIEVANCE PROCEDURE

Grievances not filed or advanced by the timelines outlined below shall be deemed closed and shall not proceed further in the grievance procedure unless the parties mutually agree to extend the timelines. Grievances shall be taken up as follows:

STEP 1: Any employee who has a grievance may, at their option, discuss the same with the Site Supervisor or Regional Manager with or without a steward, in order to resolve the matter before reducing it to writing. If the matter is not resolved, the grievance may be reduced to writing and filed with the Regional Manager or their designee by the steward within fourteen (14) calendar days of the event giving rise to the grievance.

The Regional Manager or his or her designee will hold an in-person meeting at or near the employee's work/reporting location within seven (7) days from the date on which the grievance is filed. The grievance will be assigned a grievance number by Hallcon Corporation Labor Relations when sent to grievances@hallcon.com.

The Regional Manager or his or her designee will submit a written answer to the grievance within seven (7) days after the Step 1 meeting is held. The Step 1 response will be provided by e-mail at the email address designated by the Union.

STEP 2: If the grievance has not been satisfied in Step 1 the Union may refer the grievance to the General Manager or his designee within seven (7) calendar days after the Employer's written Step 1 response. Step 2 meetings will be held via telephone and within ten (10) days from being advanced to Step 2. The Union and the Employer are responsible for scheduling of Step 2 grievances on a date that works for both parties.

The General Manager will submit a written answer to the grievance within seven (7) calendar days after the grievance is discussed at a Step 2 meeting. The General Manager's response may either be provided via e-mail, at the email address provided or via US Mail to the Union Office address designated by the Union.

STEP 3: If the grievance has not been satisfied in Step 2 the Union may refer the grievance to the Labor Relations Manager or the Director of Labor Relations within fourteen (14) calendar days after the Employer's written Step 2 response was due. Notification of advancement must be given to the Employer's Director of Labor Relations or the grievances@hallcon.com electronically.

The Labor Relations Manager or the Director of Labor Relations or his or her designee will arrange a meeting within 7 days from the advancement of the grievance to the 3rd step, unless the parties mutually agree to an extension.

~~In cases involving discharge, or a class action grievance shall be filed at Step 3 and the Steward shall notify the UE Conference Board Secretary of the filing of the grievance. or other matters it deems especially pressing or time-sensitive the Employer may, at its discretion and in mutual cooperation with the Union, schedule a second Step 3 meeting in any month.~~

The Labor Relations Manager or the Director of Labor Relations will submit a written answer to the grievance within seven (7) calendar days after the grievance is discussed at a Step 3 meeting. The General Manager's response may either be sent via email, or it shall be sent via U.S. Mail to the Union's office.

Grievances involving terminations may be submitted directly to Step 3. Stewards may investigate grievances during work time so long as there are no interruptions or interference with customer service due to such investigation by either the steward or any other employee.

If the Employer fails to answer a third step grievance within 30 days of the 3rd step grievance meeting, the grievance shall be granted. The Union may warn the Employer prior to the 30-day grievance granted deadline.

ARTICLE 11 DISCIPLINE AND DISCHARGE

SECTION 2: UNION REPRESENTATION

An employee shall, upon request, have the right to have a Union steward or representative who is available present whenever the employee is to be interviewed regarding events or behavior which may lead to possible future discipline of the employee. In the event a Union steward is not immediately available, the Employer shall wait until a steward is available before proceeding with any such interview, not to exceed forty-eight hours. This pre-disciplinary meeting can take place over the phone or by video conference with the Union Steward present. In such cases, the driver and the steward shall be paid for the meeting. Nothing contained in this Section shall

infringe upon an employee's Weingarten Rights. In areas where Road Drivers take vans home (non-parked), Stewards will continue to be able to take the Employer's vehicle to 1st and 3rd step grievance meetings.

SECTION 3: NOTICE OF DISCIPLINE AND RULE VIOLATION

The Employer shall give a copy of any written and or electronic disciplinary action to the affected employee on the date such disciplinary action is taken, and on working time. The Employer will notify the Union in writing electronically every Friday of all employee suspensions and terminations. Any driver given a coaching or ROC over the phone shall be paid a minimum of two hours pay at their regular rate. The date for disciplinary meetings shall be set up between the parties mutually. Drivers shall not be penalized for being unavailable for disciplinary meetings over the phone.

No driver who receives a "Chargeable Accident or Incident Letter" as described in the Employers Handbook shall be disciplined or terminated based solely on a letter being generated based on an alleged accident or incident. This will not apply to violations based on information contained in a driver's MVR report.

SECTION 5: FIELD REQUEST, HR HOLD AND SUSPENSION

Managers shall not place drivers on field request in a retaliatory manner or for a driver requesting to exercise their Weingarten rights. Drivers who are in pending investigation status shall be notified immediately along with Union. Drivers that are disciplined and receive a suspension shall serve the suspension immediately.

All suspensions, HR Hold, Field Hold and or ongoing investigations shall be paid if such discipline is unwarranted.

~~SECTION 6 ILLINOIS ONLY UNION REPRESENTATION~~

~~The Union shall notify the Employer of the names of properly elected stewards and other Union officers who will be responsible for administering this Agreement. These stewards, if road drivers, shall be allowed to use Employer vehicles to attend first step and third step grievance meetings. Road drivers conducting such business shall not be required to remove themselves from the board. In the event that a road driver steward removes themselves from the board to conduct business as described above in this Section, the road driver shall be placed back in the rotation board in the position last held when returning to service. It shall be the responsibility of the steward to contact dispatch to make any necessary adjustment under the Section. Yard stewards will be able to take a break, as operations allow, to call into the first and third step meetings if such meeting is scheduled on the steward regularly scheduled shift. Stewards attending such meetings shall not be compensated and shall be responsible for obtaining proper rest prior to and following such meetings.~~

ARTICLE 12 DRIVECAM OR OTHER SURVEILLANCE

SECTION 2: DRIVECAM & RULE VIOLATIONS

The Employer shall share a requested drivecam video with a union steward upon request. The video requested must be within 60 days of the event in question.

The Employer shall not place drivers on field request because they request Union representation for a DriveCam review, but if a driver declines the Employer's first attempt to schedule such a review due to a request for Union representation, the Employer will immediately identify an alternate time for the meeting, and the meeting will be held at that time regardless of whether a Union representative is present. It shall be the employee's responsibility to request, obtain and procure Union representation if desired.

SECTION 2 DRIVECAM OR OTHER SURVEILLANCE-ILLINOIS

The Employer will conduct DriveCam review meetings for radius, road, shuttle & yard drivers working out of Willow Springs, EOLA, LPC, Blue Island, Gibson, Michigan Avenue and Norpaul yards at the employee's assigned reporting location or by video conference. Note: radius drivers may be required to meet a manager anywhere in the field during a shift to conduct a DriveCam review meeting.

ARTICLE 14 HEALTH AND SAFETY

SECTION 1: GENERAL

The Employer accepts responsibility for maintaining a safe and healthy workplace free of recognized hazards that are causing or likely to cause injury or illness to the employees except for such hazards which are in the control of the Railroad and such hazards which may be on the Railroads property which are outside the control of the Employer.

If the Employer or railroad requires safety equipment to be used by drivers, the Employer Hallcon shall provide all equipment and pay all related costs in obtaining and maintaining said items.

If a yard, road or radius driver is required to keep the van clean, inside or out, the Employer shall pay for all cleaning supplies, no exceptions.

SECTION ___: SAFE VEHICLES

No Employee shall be disciplined for refusing to drive an unsafe vehicle nor shall any employees be required to drive a unsafe vehicle that has not been determined to be safe. The Employer shall not require Employees to take out of park and drive any vehicle that is not in safe operating condition. It shall not be a violation of this agreement or the basis for discipline where Employees refuse to operate such equipment unless such refusal is unjustified.

SECTION : PERSONAL PROTECTIVE EQUIPMENT (PPE)

The Employer shall pay for and distribute all required OSHA and NIOSH approved Personal Protective Equipment (PPE) to the extent such equipment is available.

SECTION : RESTROOM ACCESS AND FACILITIES

All employees shall have the right to utilize restroom facilities on the clock and to utilize a Employer vehicle to transport to such facilities and back to their work assignment.

SECTION 1: ELECTRONIC COMMUNICATIONS DURING WORK

No employee shall be disciplined, nor harassed by management or the railroad, for not immediately answering a communication device (Cell Phone, Nextel, radio, etc.) while driving.

SECTION 2: VEHICLE INSPECTION

Once every three (3) months during the regular monthly van inspections, the Employer and a designated Union representative will conduct a joint van safety inspection. The Union representative will be paid their regular wages (RDHR if they are a road driver) by the Employer. This time shall count as work time and deducted from hours of service.

The Employer shall keep the inspection books for the duration of a month. The Employer and the Union will explore an electronic method to report daily inspections.

ARTICLE 17 SENIORITY

SECTION 1: REDUCTION IN FORCE—LAYOFF

If a van or vans are eliminated in a particular radius, shuttle or yard, the following process shall apply:

1. The Union shall be notified immediately.
2. A list of all affected employees will be developed and shared with the Union within 48 hours of the notice.
3. Bumps will be identified for the drivers when open shifts exist and within 48 hours notice from the railroad. Drivers will be offered available work open (road or vacant yard shift, assist, etc). Seniority shall prevail in the case of a layoff. If a senior driver is displaced and a van remains in the location yard in question, the senior driver can bump a less senior driver by established work shift.

Employees shall accumulate seniority when absent for justifiable reasons, including but not limited to, leaves granted under the provisions of the Family and Medical Leave Act of 1993, a valid workers compensation claim, sickness, jury duty, maternity leave, military service, and leave of absence for Union activity. In the event a layoff becomes necessary the employees shall be given written notice as soon as notice is available, and a copy thereof shall be delivered to the Union steward, except in case of emergency.

Employees with at least six months of service who are laid off shall retain recall rights for up to twelve (12) months from the date of their layoff. Employees who have less than six months of service who are laid off shall have no right of recall. If an employee is called back to work, the Employer shall send a certified letter or overnight letter to the employee's last known address. The Employee shall have 5 days from the date the letter was sent to return to work.

SECTION 2: LOSS OF SENIORITY

An employee may lose seniority due to the following:

- (A) Quits or is discharged for just cause.

(B) An employee retires.

(C) If an employee fails to report for work after layoff within five (5) working days after notification by certified letter to return to work.

(D). If a member of the bargaining unit is hired into a supervisory or management position and remains there past 60 days, that driver loses their seniority. If the driver returns to the Bargaining Unit, they shall be restarted on dues deductions.

It shall be the responsibility of the employee to keep the Employer advised of his/her current address.

SECTION 3: SENIORITY LIST

The Employer shall furnish the Union an up to date seniority list upon the effective date of the agreement and on the first day of every month thereafter. The list shall include employee name, department, hire date, home address, phone number from Proveo, email address and rate of pay.

ARTICLE 18 RADIUS, SHUTTLE & YARD JOB OPENINGS

SECTION 1: SELECTION

All ~~regularly~~ assigned radius, yard and shuttle openings shall be posted on the Driver Portal, or other electronic technology utilized by the Employer, for a period of five (5) calendar days within 5 days of the job becoming vacant. The Employer shall notify the Union of open positions within 24 hours of its posting. The posting shall include the reporting location, shift start and stop times, days off assigned to the position, and the closing date of the posting.

SECTION : VACANT JOBS TO BE POSTED

Drivers injured on the job shall retain the right to be reinstated into their previous position for up to 1 year past their first day of leave. Drivers absent for longer than one year and one day shall retain rights to return to work, but their position may be filled unless other legal protections provide otherwise.

The Employer shall temporarily award open positions for up to one year by seniority in that location.

SECTION 2: PROCESS FOR AWARDED OPEN RADIUS, SHUTTLE AND YARD POSITIONS BY STATE OR LOCATION BELOW:

CALIFORNIA YARD JOB OPENINGS

~~Applicants shall be chosen on the following basis:~~

The Employer shall award an open the position first to laid off employee(s) that previously worked in the location, then to the qualified applicant driver with the longest length of bargaining unit service currently working in the radius, shuttle or yard location for which the opening is posted. A road driver who has 1 or more regularly scheduled days in the location yard shall be deemed as currently working in the location yard. A

road driver who has been trained and filled in for location yard shifts shall be deemed as currently working in the location yard.

If there is no qualified applicant from within the location yard for which the opening is posted, the Employer shall award the position to the most senior applicant in the bargaining unit. The Employer shall post this open position on the drivers portal to all drivers within a 200 mile location for 5 days.

If two or more applicants have the same seniority date, a coin toss shall determine the awardee. If no bargaining unit member applies for the open position, the Employer may offer the job to an applicant outside the bargaining unit.

(Company and Union agreed to delete State Specific language and Article 18 applies nation-wide)

ARTICLE 19 LEAVES OF ABSENCE

SECTION : FMLA

Bargaining unit employees that meet the hours worked federal FML requirements shall be deemed eligible for FML as described in the Federal Statues. Employees returning back to active status shall retain their seniority, so long as the employee timely returns to work from FML.

ARTICLE 25 MANAGEMENT RIGHTS

SECTION 5: DIGNITY AND RESPECT

All Hallcon employees including Railroad employees should treat each other with dignity and respect.

ARTICLE 26 BEREAVEMENT

In the event of a death in the immediate family of an employee, the employee shall be allowed a paid leave of absence of three (3) workdays, and an unpaid leave of absence of three (3) workdays. Immediate family is defined as spouse, domestic partner, children and stepchildren, parents and parents, brothers, sisters, grandparents, and grandchildren of the employee. In the event of the death of a father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law the employee shall be paid 1 day and unpaid leave of absence of three (3) workdays. In the event of the death of an aunt, uncle, niece or nephew of the employee, the employee shall be allowed three (3) days unpaid leave of absence to attend the funeral and related services. (A guardian who parented the employee shall be considered a parent). The Employer shall not unreasonably deny a driver additional unpaid time if requested.

NEW ARTICLE: PAID SICK LEAVE

The Employer shall abide by specific City, County or State Sick Leave requirements where applicable.

ARTICLE 28 PTO

PTO shall be awarded on the employees' anniversary dates. An employee may carry over PTO from year-to-year or may be paid for any or all accrued PTO at any time.

New employees who average at least 30 hours per week (as defined herein) during their first six months of employment shall receive one paid personal day on their six-month anniversary to be used or paid out prior to the employee's one-year anniversary.

Full time employees (employees who average 30 hours of work per week over the past calendar year) shall accrue PTO as follows*:

<u>YEARS OF SERVICE</u>	<u>PTO days</u>	<u>Unpaid days</u>
90 days	3 days***	
6 months	1 day	0
1 year	3 5 days	2
3 year	5 6 days	5
5 years	7 8 days	3
8 years	8 9 days	2
10 years	10 12 days	2
13 years	13 days	2 new
16 years	14 days	2 new
20 years	15 days	2 new

***California drivers only

The Employer in determining PTO schedules will respect seniority and the wishes of employees. The Employer shall respond in writing within 48 hours to employee requests for paid time off made five (5) days in advance. Failure by management to respond to the request(s) results in an automatic granting of PTO to the employee and shall not be denied. This will not prevent employees from requesting paid time off with less than five (5) days' notice which must be approved by management.

As of the first payroll after ratification, despite any practice to the contrary, Road drivers shall be paid PTO at their road rate. Hybrid drivers (drivers who are regularly scheduled at least 1 day on the road) shall be paid PTO at the road rate.

PTO PAYOUT

Any employee who is discharged, quits, is laid off shall be paid their whole PTO allotment within the next pay period. PTO may be rolled over year to year or cashed out by the employee at their discretion.

Part time employees who average between 15 hours per week and 30 hours per week over the past calendar year with six (6) months of continuous service shall be eligible for ½ of the above number of personal days with each full day representing 8 hours of paid personal time off and each ½ day representing 4 hours of paid personal time off.

For purposes of calculating the 30 hours of work per week in the past calendar year, work hours missed due to an approved absence under the terms of this agreement,

including approved medical leave, bereavement leave, Union leave, jury duty leave, Family and Medical Leave or use of accrued paid personal time off, shall not count as hours of work missed nor shall it count as hours worked for the purposes of computing an employee's eligibility for paid time off.

For example, if an employee actually worked 1800 hours in a calendar year and none of the employee's time off was excused for any of the reasons set forth above, for the purpose of computing employee eligibility for paid time off, this employee would have averaged 34.62 hours of work (1800 hours/52 weeks). If the employee worked 1800 hours but took 40 hours of time off (1 week) for paid time off and 160 hours (4 weeks) was time off on Family Medical Leave and 200 hours was unexcused time off, for the purpose of computing eligibility for time off, the employee would have averaged 38.30 hour of work for the year (1800 hours/47 weeks (as 5 weeks of the 52 weeks were excused time off)).

If an employee is scheduled to work 30 hours a week and works all hours this would equal 1664 hours for the year. If the employee takes off 3 excused days (or 3/4 of a week for this employee) the employee actually works 1640 hours. This time would be divided by 51.25 as the employee took off excused 3/4 of their work week (3 of the 4 days). This averages 32 hour per week.

Finally, for the purpose of determining whether an employee is eligible for paid time off only, the Employer shall round up the average hours worked so that 29.1 hours would be rounded to 30 hours and the employee would be eligible to receive paid time off in accordance with the other provisions of this Article.

PTO hours are not considered time worked and thus does not count towards overtime calculation. For each paid day off, employees shall receive 8 hours of pay at their hourly rate.

CALIFORNIA PAID TIME OFF

<u>Years of Service</u>	<u>PTO Days awarded</u>	<u>unpaid days</u>
<u>90 days</u>	<u>3 days</u>	<u>0</u>
<u>1 year</u>	<u>4 days</u>	<u>2</u>
<u>3 year</u>	<u>5 days</u>	<u>5</u>
<u>5 years</u>	<u>7 days</u>	<u>3</u>
<u>8 years and more</u>	<u>8 days</u>	<u>2</u>
<u>10 years and more</u>	<u>10 days</u>	<u>3</u>

Part-time employees shall be entitled to 1/2 of the above stated allotment as set out in the Agreement, but any such 1/2 allotment will be subject to a 24-hour minimum grant on an employee's date of eligibility.

New Article Death Benefit

The Employer shall pay a \$2,000 per member death benefit to employees that have accepted a trip and or they are in route to a scheduled shift or on the shift or heading home.

ARTICLE 31 HOLIDAYS

The holidays recognized by this Agreement shall be as follows: Martin Luther King Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, Christmas Eve, New Year's Eve.

Employees who do not work the holiday do not receive holiday pay for the holiday. However, if an employee works the holiday, the employee shall receive time and one-half for all hours worked on such holidays. The holiday period is midnight to midnight and employees shall be paid for all time worked in the holiday period at time and one-half or higher where applicable. This means a when an employee is already in the state of receiving overtime, they shall receive Holiday pay at the time and one half of time and one-half rate of their regular rate of pay. For example, an employee that earns \$12 an hour and is paid \$18 per hour at their time and one-half rate. If the employee has worked 40 hours or more in a week and the Holiday comes up and they work the Holiday, they shall be paid time and one half of time and one half which would equal to \$27 per hour.

Union agrees to withdraw prior grievance with prejudice.

Article 33 On-Time Bonus Program Delete

ARTICLE 34: AGREEMENTS IN WRITING

No provision of this Agreement, including any supplemental or side agreements, shall be waived or modified in any way unless such waiver or modification is agreed to in writing between the Employer and the UE and sent electronically to railcrew@ueunion.org.

ARTICLE 35 WAGES Union

All mid-term increases bargained by the parties shall maintain the wage difference above a location rate obtained by an employee through contractual raises. Stated another way, drivers with years of service that have received wage increases above their location rate shall maintain their rate of pay above the other wage rates in that location when raises are given to all employees of that location. For instance, an employee earns \$12.30 per hour in a location where the base rate is \$12.00. There is then an increase of \$.50 to the base rate making it \$12.50. The employee earning \$12.30 shall then earn \$12.80

Location rates shall remain 2% or above the minimum wage of any given location during this contract.

SECTION 2: TRAINING

Bargaining unit employees will not normally be required to train other employees. However, if a bargaining unit employee is required to train other employees during his or her shift, he/she shall receive a \$50.00 training bonus, in addition their wages, following the completion of training each trainee in addition to their normal pay for the yard shift, or road or shuttle trip or non-billable hours. Bonuses are paid on the pay date following the training date. ~~The trainer and trainee must be employed on the payment dates to receive the bonus.~~

In the event that two drivers participate in the training of a new employee, each driver shall receive a \$25.00 bonus as set forth above.

The Employer will retain sole responsibility for selecting trainers, who will typically be selected from the department where the training will take place. It will, however, periodically circulate a sign-up sheet to determine which employees are interested in becoming trainers, and in selecting new trainers will fairly consider previous training experience and overall qualifications of the candidate(s).

All bargaining unit employees are encouraged to receive at least 24 hours of paid training with a driver trainer.

Within 90 days of the ratification of this contract, the Union and Employer shall meet to discuss develop criteria for trainers in all locations.

SECTION 5. RETROACTIVE WAGES

Increases shall be paid to all drivers in California, Nevada, Ohio, New Jersey, Illinois (old Unit) and Indiana (Old Unit) for all wage increases (not longevity pay) granted in year 1, retroactive to the first payroll period after August 23, 2022 so long as the Agreement is ratified prior to September 30, 2022.

SECTION 7. ROAD RATES

Road rates, also called RDHR rates are outlined in Appendix A and shall be on the first day of the first pay period following August 23rd each year. shall be maintained at least 110% or higher of the base rate of each location. The Road rate premium paid on top of the driver yard rate for performing unscheduled work shall be maintained for the duration of this contract. Should the minimum wage or location rate in a city, county, or state change, the Employer shall maintain the wage difference above a location rate obtained by an employee through minimum or location rate wage increases. For instance, if the differential in the Road Rate premium is \$1.00 per hour and minimum wage or location rate increases by \$.50 per hour and the Employer raises the Yard Rate by \$.50 per hour, the Road Rate premium shall also increase by \$.50 per hour.

SECTION 8. LOCATION RATES see Appendix A

SECTION 9. ACROSS THE BOARD INCREASES

Are outlined in Appendix A shall be in effect on the first day of the first pay period following August 23rd of each year.

2022 – all drivers shall receive increases see appendix A
2023 – all drivers shall receive see appendix A at 2.45%
2024 – all drivers shall receive see appendix A at 3%
2025 -- all drivers shall receive see appendix A at 3%

SECTION 10. LONGEVITY PAY Union hold 9/23/22

~~For drivers with 10 years of service or more shall be paid no less than \$0.30 higher than the highest paid driver at that location. This pay will be reviewed once a year on September 1st for any necessary adjustments for tenured drivers.~~

In year 1 of the Agreement, Employees that reach the Years of Service outlined in chart A below shall receive the percentage increase to their yard and road rate on the first day of the second pay period following August 23rd of each year (except for year 1 as set forth below). All drivers shall receive the Across The Board Increases outlined in Article 35.9.

Year 1, effective the first pay period after ratification this year (payable date should be that date but may be delayed due to inputting data but the amounts are retro to the first pay period after ratification:

Chart A

<u>3 years through 6 years</u>	<u>1.25 %</u>
<u>7 years through 10 years</u>	<u>1.5%</u>
<u>11 years through 15 years</u>	<u>1.75 %</u>
<u>16 years through 20 years</u>	<u>2.0%</u>
<u>21 years plus</u>	<u>2.25%</u>

Chart B Year 2, 3, 4 Longevity (effective the second pay period after August 23, 2023:

<u>3 years through 6 years</u>	<u>Increased to total of 2.5 %</u>
<u>7 years through 10 years</u>	<u>Increased to total of 3%</u>
<u>11 years through 15 years</u>	<u>Increased to total of 3.5%</u>
<u>16 years through 20 years</u>	<u>Increased to total of 4%</u>
<u>21 years plus</u>	<u>Increased to total of 4.5%</u>

SECTION 11. MINIMUM WAGE

Where minimum wage affects the Location rate (or for that matter if minimum wage goes up in the future during the term of the contract), the Company shall ensure that the lowest rate paid to the employees would be at least 2% above the minimum wage rate.

When a minimum wage is increased in a geographical area (city, county, state or the country), the Employer shall:

For drivers that work in a geographic area where the minimum wage is lower, and they are required to pick up or drop off crews or through a geographical area(s) where the minimum wage is higher, the Employer shall pay that driver at the higher rate for any trip through the geographical area with a higher minimum wage.

To determine if a trip required picking up or dropping off a crew, the Employer will program the system to flag events (start trip, end trip, assist, etc.) at all points located within the zone.

The Employer will pay all trips that required crews to be picked up or dropped off, at the increased minimum wage rate without regard for the length of time a driver spends in the zone by the pay period following the payroll period when the trip was closed.

Union will consider settling the grievance on 35.11 if the Employer presents a written grievance settlement that included a future dispute settlement mechanism. The Settlement chart suffices.

Section 12 delete items added elsewhere

Section 14 delete items added elsewhere

SECTION 15. TIMING OF WAGE INCREASES

Wage increases (except longevity pay) shall be effective on the first day of the first pay period following August 23rd of each year of the contract. ~~2018 wage-.....(Deleted language in between)-each year.~~

ARTICLE 36 RAILROAD BAN

If any driver is banned from railroad property, the Employer will:

- 1.) Notify the Union and the Employee of the ban within 48 hours' notice from the Railroad at railcrewue@gmail.com.
- 2.) Fully investigate the ban,
- 3.) Share with the Union the information provided by the railroad regarding the ban within 48 hours' notice from the railroad.
- 4.) The Employer shall do all in its powers to attempt to retain employees that have been banned from a Railroad. This may include moving the employee over to the next closest railroad location if within 50 miles.

ARTICLE 38 OUT OF TOWN WORK

SECTION 2. WHILE AWAY FROM HOME TERMINAL

For Drivers Working Away From Their Home Terminal: OOA drivers shall not receive more favorable trip assignments by virtue of the fact they are out of area and shall be part of the regular board rotation ~~be used only after all regular drivers are unavailable, out of hours or on rest.~~ OOA drivers shall continue to earn their regular rate of pay of their home terminal or the minimum wage of the area they are working in or the location rate of the area they are working in, whichever is higher and shall continue to pay Union dues their home terminal Local Union. Halcon maintains it's commitment to make every reasonable effort to provide 40 hours of work to employees.

ARTICLE 40 CELL PHONE USE DURING WORK

The Employer shall include on the paystub of each affected employee notice of the sum that is intended to provide cellular phone expense reimbursement.

1. The Employer shall make available a cell phone upon request for those drivers that do not own a cell phone for use in the van while on Employer business. Cell phones should be requested a week in advance.

2. Employees shall be responsible for Employer provided cell phone equipment during their shift or trip, and shall immediately report all missing, damaged, or non-functional equipment.

3. The Employer shall reimburse road drivers ~~\$0.40~~ \$.45 per trip (which may have more than one leg) for use of their personal cell phone for business use and \$.20 per shift for yard drivers. However, the rate for road drivers shall be \$.55 per trip (which may have more than one leg) in the following areas:

1. Hillside/Cicero/Aurora/Joliet, IL (Chicago)
2. La Junta/Pueblo/Trinidad/Denver, CO
3. Houston/Galveston, TX
4. Needles/San Bernardino/Barstow/Bakersfield, CA
5. Belen, NM

Shuttle and Radius Drivers shall receive .35 per shift.

4. While it is not a mandatory condition of employment for employees to have a cell phone for use during shifts and/or trips, it is expected that employees with cell phones use them when required based on the absence of Employer provided equipment, and that employees who do not have a cell phone for use in this circumstance use every reasonable effort to immediately (or as soon as practicable) so notify the Employer when they learn of the absence of the Employer provided equipment. and make arrangements to be relieved from duty, to obtain a Employer provided cell phone or communications device, or to make other arrangements.

5. Should the Employer determine that use of employee-owned cell phones shall become a condition of employment it will provide the Union with at least ninety (90) days' notice, and the parties will negotiate a mutually acceptable reimbursement plan.

ARTICLE 42: LEAD DRIVER

SECTION 1:

During the term of this Agreement, the Employer shall have the right to establish one or more Lead Driver positions at the covered locations- Lead Drivers will be considered bargaining unit employees covered under this Agreement in all respects, ~~except that the Employer shall be permitted to assign them to administrative tasks not otherwise contemplated herein.~~ Lead drivers are not supervisory and shall have zero supervisory powers, including making the hiring decision, administering or recommending discipline, making the decision on scheduling, or selecting others for work.

SECTION 2:

Employees shall not be required to accept the designation of Lead Driver. The selection of employees to be designated as Lead Drivers left to the sole discretion of the Employer and shall be based on the Employer's evaluation of the employees' respective qualifications, except that where the Employer deems two or more employees equally qualified, the most senior employee shall be offered the designation. Drivers are encouraged to notify Management of their interest to be considered for a Lead Driver position at any time. The Lead Driver Job Description is in Appendix B. However, that

Job Description shall in no way require a bargaining unit employee to engage in supervisory activities such as hiring, firing, responsibly directing, scheduling work or effectively recommending discipline for other bargaining unit employees.

SECTION 3:

Employees designated as Lead Drivers shall be entitled to their regular hourly rate of pay plus a premium of no less than \$0.50 hour for all administrative hours worked. Employees who are divested of the Lead Driver designation, either at their request or on the Employer’s decision, shall forfeit the Lead Driver premium.

SECTION 4:

The Parties agree to meet and confer to discuss any issues regarding the Lead Driver classification.

Article 43: SCOPE OF THE AGREEMENT 4 year agreement

Appendix A

UE Local	State	Location	2022 Yard location rate	2022 Road location rate	2022 yard raise	2022 road raise	2023 yard raise	2023 road raise	2024 yard raise	2024 road raise	2025 yard raise	2025 road raise
155	NJ	Camden NJ Pavonia	\$12.30	\$13.70	\$ 1.70	\$ 1.80	\$ 0.34	\$ 0.38	\$ 0.43	\$ 0.48	\$ 0.44	\$ 0.49
155	NJ	Metuchen NJ CSX	\$12.30	\$13.70	\$ 1.00	\$ 1.00	\$ 0.33	\$ 0.36	\$ 0.41	\$ 0.45	\$ 0.42	\$ 0.47
155	NJ	Newark Oak Island NJ CSX	\$13.00	\$14.50	\$ 1.00	\$ 1.00	\$ 0.34	\$ 0.38	\$ 0.43	\$ 0.48	\$ 0.44	\$ 0.49
155	NJ	Port Newark NJ CRSA	\$12.30	\$13.70	\$ 1.00	\$ 1.00	\$ 0.33	\$ 0.36	\$ 0.41	\$ 0.45	\$ 0.42	\$ 0.47
155	NJ	Port Reading NJ CRSA	\$12.30	\$13.70	\$ 1.70	\$ 1.80	\$ 0.34	\$ 0.38	\$ 0.43	\$ 0.48	\$ 0.44	\$ 0.49
716	OH	Brewster OH WLER	\$11.41	\$12.30	\$ 1.09	\$ 1.17	\$ 0.31	\$ 0.33	\$ 0.38	\$ 0.41	\$ 0.40	\$ 0.43
716	OH	Carey OH WLER	\$11.41	\$11.65	\$ 1.09	\$ 1.12	\$ 0.31	\$ 0.31	\$ 0.38	\$ 0.39	\$ 0.40	\$ 0.40
716	OH	Cleveland OH	\$11.41	\$12.30	\$ 1.09	\$ 1.17	\$ 0.31	\$ 0.33	\$ 0.38	\$ 0.41	\$ 0.40	\$ 0.43
716	OH	Crestline OH CSX	\$11.41	\$12.30	\$ 1.09	\$ 1.17	\$ 0.31	\$ 0.33	\$ 0.38	\$ 0.41	\$ 0.40	\$ 0.43
716	OH	Willard OH CSX	\$11.41	\$12.30	\$ 1.09	\$ 1.17	\$ 0.31	\$ 0.33	\$ 0.38	\$ 0.41	\$ 0.40	\$ 0.43
716	OH	Youngstown OH CSX	\$11.41	\$12.30	\$ 1.09	\$ 1.17	\$ 0.31	\$ 0.33	\$ 0.38	\$ 0.41	\$ 0.40	\$ 0.43
977	KS	Herington KS UP	\$10.30	\$11.50	\$ 0.30	\$ 0.35	\$ 0.26	\$ 0.29	\$ 0.33	\$ 0.36	\$ 0.34	\$ 0.38
977	KS	Topeka KS UP	\$10.30	\$11.50	\$ 0.30	\$ 0.35	\$ 0.26	\$ 0.29	\$ 0.33	\$ 0.36	\$ 0.34	\$ 0.38
977	LA	Avondale LA BNSF	\$9.50	\$10.50	\$ 0.75	\$ 0.50	\$ 0.25	\$ 0.27	\$ 0.32	\$ 0.34	\$ 0.32	\$ 0.35
977	LA	Avondale LA UP	\$9.50	\$10.50	\$ 0.75	\$ 0.50	\$ 0.25	\$ 0.27	\$ 0.32	\$ 0.34	\$ 0.32	\$ 0.35
977	LA	Baton Rouge	\$9.00	\$9.50	\$ 1.05	\$ 1.30	\$ 0.25	\$ 0.26	\$ 0.31	\$ 0.33	\$ 0.32	\$ 0.34
977	LA	La Place LA CN	\$9.00	\$9.50	\$ 1.05	\$ 1.30	\$ 0.25	\$ 0.26	\$ 0.31	\$ 0.33	\$ 0.32	\$ 0.34

977	LA	Lafayette LA	\$9.00	\$9.50	\$ 1.05	\$ 1.30	\$ 0.25	\$ 0.26	\$ 0.31	\$ 0.33	\$ 0.32	\$ 0.34
977	LA	New Orleans LA CN	\$9.00	\$9.50	\$ 1.05	\$ 1.30	\$ 0.25	\$ 0.26	\$ 0.31	\$ 0.33	\$ 0.32	\$ 0.34
977	LA	Shreveport LA	\$9.00	\$9.50	\$ 1.05	\$ 1.30	\$ 0.25	\$ 0.26	\$ 0.31	\$ 0.33	\$ 0.32	\$ 0.34
977	OK	Chickasha OK UP	\$9.00	\$10.00	\$ 1.00	\$ 1.00	\$ 0.24	\$ 0.27	\$ 0.31	\$ 0.34	\$ 0.32	\$ 0.35
977	OK	Enid OK UP	\$9.00	\$10.00	\$ 1.00	\$ 1.00	\$ 0.24	\$ 0.27	\$ 0.31	\$ 0.34	\$ 0.32	\$ 0.35
977	OK	Oklahoma City OK UP	\$9.00	\$10.00	\$ 1.00	\$ 1.00	\$ 0.24	\$ 0.27	\$ 0.31	\$ 0.34	\$ 0.32	\$ 0.35
977	TN	Memphis TN CN	\$9.00	\$10.00	\$ 1.00	\$ 1.00	\$ 0.24	\$ 0.27	\$ 0.31	\$ 0.34	\$ 0.32	\$ 0.35
977	TX	Galveston TX BNSF	\$10.80	\$12.00	\$ 0.35	\$ 0.35	\$ 0.27	\$ 0.30	\$ 0.34	\$ 0.38	\$ 0.35	\$ 0.39
977	TX	Galveston TX UP	\$10.80	\$12.00	\$ 0.35	\$ 0.35	\$ 0.27	\$ 0.30	\$ 0.34	\$ 0.38	\$ 0.35	\$ 0.39
977	TX	Houston TX BNSF Casey	\$10.80	\$12.00	\$ 0.35	\$ 0.45	\$ 0.27	\$ 0.31	\$ 0.34	\$ 0.38	\$ 0.35	\$ 0.39
977	TX	Houston TX BNSF South	\$10.80	\$12.00	\$ 0.35	\$ 0.45	\$ 0.27	\$ 0.31	\$ 0.34	\$ 0.38	\$ 0.35	\$ 0.39
977	TX	Houston TX Englewood	\$10.80	\$12.00	\$ 0.35	\$ 0.45	\$ 0.27	\$ 0.31	\$ 0.34	\$ 0.38	\$ 0.35	\$ 0.39
977	TX	Houston Englewood Tower	\$10.80	\$12.00	\$ 0.35	\$ 0.45	\$ 0.27	\$ 0.31	\$ 0.34	\$ 0.38	\$ 0.35	\$ 0.39
977	TX	Houston TX UP	\$10.80	\$12.00	\$ 0.35	\$ 0.45	\$ 0.27	\$ 0.31	\$ 0.34	\$ 0.38	\$ 0.35	\$ 0.39
977	TX	Pearland TX BNSF	\$10.80	\$12.00	\$ 0.35	\$ 0.35	\$ 0.27	\$ 0.30	\$ 0.34	\$ 0.38	\$ 0.35	\$ 0.39
1077	CA	Bakersfield CA BNSF	\$15.00	\$15.37	\$ 2.10	\$ 2.10	\$ 0.42	\$ 0.43	\$ 0.53	\$ 0.54	\$ 0.54	\$ 0.55
1077	CA	Barstow CA	\$15.00	\$15.37	\$ 2.10	\$ 2.10	\$ 0.42	\$ 0.43	\$ 0.53	\$ 0.54	\$ 0.54	\$ 0.55
1077	CA	Carson CA UP Dolores	\$16.04	\$16.32	\$ 2.10	\$ 2.10	\$ 0.44	\$ 0.45	\$ 0.56	\$ 0.57	\$ 0.57	\$ 0.58
1077	CA	City of Industry CA UP	\$16.04	\$16.32	\$ 2.10	\$ 2.10	\$ 0.44	\$ 0.45	\$ 0.56	\$ 0.57	\$ 0.57	\$ 0.58
1077	CA	Colton CA UP	\$15.00	\$16.50	\$ 2.10	\$ 2.10	\$ 0.42	\$ 0.46	\$ 0.53	\$ 0.57	\$ 0.54	\$ 0.59
1077	CA	El Centro CA UP	\$15.00	\$15.72	\$ 2.10	\$ 2.10	\$ 0.42	\$ 0.44	\$ 0.53	\$ 0.55	\$ 0.54	\$ 0.56
1077	CA	Fontana CA BNSF Kaiser	\$15.00	\$15.37	\$ 2.10	\$ 2.10	\$ 0.42	\$ 0.43	\$ 0.53	\$ 0.54	\$ 0.54	\$ 0.55
1077	CA	Fresno CA BNSF	\$15.00	\$15.72	\$ 2.10	\$ 2.10	\$ 0.42	\$ 0.44	\$ 0.53	\$ 0.55	\$ 0.54	\$ 0.56
1077	CA	Glendale CA UP	\$16.04	\$16.32	\$ 2.10	\$ 2.10	\$ 0.44	\$ 0.45	\$ 0.56	\$ 0.57	\$ 0.57	\$ 0.58
1077	CA	Indio CA UP	\$15.00	\$15.37	\$ 2.10	\$ 2.10	\$ 0.42	\$ 0.43	\$ 0.53	\$ 0.54	\$ 0.54	\$ 0.55
1077	CA	Keddie CA BNSF	\$15.00	\$15.37	\$ 2.10	\$ 2.10	\$ 0.42	\$ 0.43	\$ 0.53	\$ 0.54	\$ 0.54	\$ 0.55
1077	CA	Long Beach CA UP	\$16.04	\$16.32	\$ 2.10	\$ 2.10	\$ 0.44	\$ 0.45	\$ 0.56	\$ 0.57	\$ 0.57	\$ 0.58
1077	CA	Los Angeles CA AM	\$16.04	\$16.32	\$ 2.10	\$ 2.10	\$ 0.44	\$ 0.45	\$ 0.56	\$ 0.57	\$ 0.57	\$ 0.58
1077	CA	Los Angeles CA BNSF	\$16.04	\$16.32	\$ 2.10	\$ 2.10	\$ 0.44	\$ 0.45	\$ 0.56	\$ 0.57	\$ 0.57	\$ 0.58
1077	CA	LA CA BNSF Watson	\$16.04	\$16.32	\$ 2.10	\$ 2.10	\$ 0.44	\$ 0.45	\$ 0.56	\$ 0.57	\$ 0.57	\$ 0.58
1077	CA	Los Angeles CA PH	\$16.04	\$16.32	\$ 2.10	\$ 2.10	\$ 0.44	\$ 0.45	\$ 0.56	\$ 0.57	\$ 0.57	\$ 0.58

1077	CA	Los Angeles CA UP	\$16.04	\$16.32	\$ 2.10	\$ 2.10	\$ 0.44	\$ 0.45	\$ 0.56	\$ 0.57	\$ 0.57	\$ 0.58
1077	CA	Marysville CA BNSF	\$15.00	\$15.37	\$ 2.10	\$ 2.10	\$ 0.42	\$ 0.43	\$ 0.53	\$ 0.54	\$ 0.54	\$ 0.55
1077	CA	Mira Loma CA UP	\$15.00	\$15.37	\$ 2.10	\$ 2.10	\$ 0.42	\$ 0.43	\$ 0.53	\$ 0.54	\$ 0.54	\$ 0.55
1077	CA	Mojave CA UP	\$15.00	\$15.37	\$ 2.10	\$ 2.10	\$ 0.42	\$ 0.43	\$ 0.53	\$ 0.54	\$ 0.54	\$ 0.55
1077	CA	Needles CA BNSF	\$15.00	\$15.72	\$ 2.10	\$ 2.10	\$ 0.42	\$ 0.44	\$ 0.53	\$ 0.55	\$ 0.54	\$ 0.56
1077	CA	Richmond CA BNSF	\$15.93	\$16.78	\$ 2.10	\$ 2.10	\$ 0.44	\$ 0.46	\$ 0.55	\$ 0.58	\$ 0.57	\$ 0.60
1077	CA	Riverbank CA BNSF	\$15.00	\$15.37	\$ 2.10	\$ 2.10	\$ 0.42	\$ 0.43	\$ 0.53	\$ 0.54	\$ 0.54	\$ 0.55
1077	CA	San Bernardino CA BNSF	\$15.00	\$16.50	\$ 2.10	\$ 2.10	\$ 0.42	\$ 0.46	\$ 0.53	\$ 0.57	\$ 0.54	\$ 0.59
1077	CA	San Diego CA BNSF	\$15.32	\$15.87	\$ 2.10	\$ 2.10	\$ 0.43	\$ 0.44	\$ 0.54	\$ 0.55	\$ 0.55	\$ 0.57
1077	CA	San Luis Obispo CA UP	\$15.00	\$16.20	\$ 2.10	\$ 2.10	\$ 0.42	\$ 0.45	\$ 0.53	\$ 0.56	\$ 0.54	\$ 0.58
1077	CA	Stockton CA BNSF	\$15.00	\$15.72	\$ 2.10	\$ 2.10	\$ 0.42	\$ 0.44	\$ 0.53	\$ 0.55	\$ 0.54	\$ 0.56
1077	CA	Yermo CA UP	\$15.00	\$15.37	\$ 2.10	\$ 2.10	\$ 0.42	\$ 0.43	\$ 0.53	\$ 0.54	\$ 0.54	\$ 0.55
1077	NV	Sparks NV UP	\$13.50	\$15.00	\$ 1.00	\$ 1.00	\$ 0.36	\$ 0.39	\$ 0.45	\$ 0.49	\$ 0.46	\$ 0.51
1177	IL	Aurora IL BNSF Eola	\$15.60	\$17.00	\$ 1.05	\$ 1.40	\$ 0.41	\$ 0.45	\$ 0.51	\$ 0.57	\$ 0.53	\$ 0.58
1177	IL	Aurora IL BNSF Hill	\$15.60	\$17.00	\$ 1.05	\$ 1.40	\$ 0.41	\$ 0.45	\$ 0.51	\$ 0.57	\$ 0.53	\$ 0.58
1177	IL	Bensenville IL CP	\$15.60	\$17.00	\$ 1.05	\$ 1.40	\$ 0.41	\$ 0.45	\$ 0.51	\$ 0.57	\$ 0.53	\$ 0.58
1177	IL	Blue Island IL CN	\$15.60	\$17.00	\$ 1.05	\$ 1.40	\$ 0.41	\$ 0.45	\$ 0.51	\$ 0.57	\$ 0.53	\$ 0.58
1177	IL	Blue Island IL IHB	\$15.60	\$17.00	\$ 1.05	\$ 1.40	\$ 0.41	\$ 0.45	\$ 0.51	\$ 0.57	\$ 0.53	\$ 0.58
1177	IL	Brookfield IL BNSF	\$15.60	\$17.00	\$ 1.05	\$ 1.40	\$ 0.41	\$ 0.45	\$ 0.51	\$ 0.57	\$ 0.53	\$ 0.58
1177	IL	Chicago IL AM	\$15.60	\$17.00	\$ 1.05	\$ 1.40	\$ 0.41	\$ 0.45	\$ 0.51	\$ 0.57	\$ 0.53	\$ 0.58
1177	IL	Chicago IL BNSF Corwith	\$15.60	\$17.00	\$ 1.05	\$ 1.40	\$ 0.41	\$ 0.45	\$ 0.51	\$ 0.57	\$ 0.53	\$ 0.58
1177	IL	Chicago IL BRC	\$15.60	\$17.00	\$ 1.05	\$ 1.40	\$ 0.41	\$ 0.45	\$ 0.51	\$ 0.57	\$ 0.53	\$ 0.58
1177	IL	Chicago IL CN Glen	\$15.60	\$17.00	\$ 1.05	\$ 1.40	\$ 0.41	\$ 0.45	\$ 0.51	\$ 0.57	\$ 0.53	\$ 0.58
1177	IL	Chicago IL CP	\$15.60	\$17.00	\$ 1.05	\$ 1.40	\$ 0.41	\$ 0.45	\$ 0.51	\$ 0.57	\$ 0.53	\$ 0.58
1177	IL	Chicago IL CSX	\$15.60	\$17.00	\$ 1.05	\$ 1.40	\$ 0.41	\$ 0.45	\$ 0.51	\$ 0.57	\$ 0.53	\$ 0.58
1177	IL	Chicago IL CSX Riverdale	\$15.60	\$17.00	\$ 1.05	\$ 1.40	\$ 0.41	\$ 0.45	\$ 0.51	\$ 0.57	\$ 0.53	\$ 0.58
1177	IL	Cicero IL BNSF	\$15.60	\$17.00	\$ 1.05	\$ 1.40	\$ 0.41	\$ 0.45	\$ 0.51	\$ 0.57	\$ 0.53	\$ 0.58
1177	IL	Hillside IL BNSF	\$15.60	\$17.00	\$ 1.05	\$ 1.40	\$ 0.41	\$ 0.45	\$ 0.51	\$ 0.57	\$ 0.53	\$ 0.58
1177	IL	Joliet IL BNSF	\$15.60	\$17.00	\$ 1.05	\$ 1.40	\$ 0.41	\$ 0.45	\$ 0.51	\$ 0.57	\$ 0.53	\$ 0.58
1177	IL	Joliet IL CN	\$15.60	\$17.00	\$ 1.05	\$ 1.40	\$ 0.41	\$ 0.45	\$ 0.51	\$ 0.57	\$ 0.53	\$ 0.58
1177	IL	Markham IL CN	\$15.60	\$17.00	\$ 1.05	\$ 1.40	\$ 0.41	\$ 0.45	\$ 0.51	\$ 0.57	\$ 0.53	\$ 0.58

1177	IL	Franklin Park IL IHB	\$15.60	\$17.00	\$ 1.05	\$ 1.40	\$ 0.41	\$ 0.45	\$ 0.51	\$ 0.57	\$ 0.53	\$ 0.58
1177	IL	Schiller Park IL CN	\$15.60	\$17.00	\$ 1.05	\$ 1.40	\$ 0.41	\$ 0.45	\$ 0.51	\$ 0.57	\$ 0.53	\$ 0.58
1177	IL	Willow Springs IL BNSF	\$15.60	\$17.00	\$ 1.05	\$ 1.40	\$ 0.41	\$ 0.45	\$ 0.51	\$ 0.57	\$ 0.53	\$ 0.58
1177	IN	East Chicago IN IHB M Ave	\$15.60	\$17.00	\$ 1.05	\$ 1.40	\$ 0.41	\$ 0.45	\$ 0.51	\$ 0.57	\$ 0.53	\$ 0.58
1177	IN	Hammond IN IHB Gibson	\$15.60	\$17.00	\$ 1.05	\$ 1.40	\$ 0.41	\$ 0.45	\$ 0.51	\$ 0.57	\$ 0.53	\$ 0.58
1177	IN	Gary IN Kirk CN	\$15.60	\$17.00	\$ 1.05	\$ 1.40	\$ 0.41	\$ 0.45	\$ 0.51	\$ 0.57	\$ 0.53	\$ 0.58
1177	IN	Hobart IN NS	\$15.60	\$17.00	\$ 1.05	\$ 1.40	\$ 0.41	\$ 0.45	\$ 0.51	\$ 0.57	\$ 0.53	\$ 0.58
1177	IN	South Bend IN CSSB	\$15.60	\$17.00	\$ 1.05	\$ 1.40	\$ 0.41	\$ 0.45	\$ 0.51	\$ 0.57	\$ 0.53	\$ 0.58
1177	IN	Elkhart IN	\$11.70	\$13.00	\$ 0.35	\$ 0.40	\$ 0.30	\$ 0.33	\$ 0.37	\$ 0.41	\$ 0.38	\$ 0.42
1177	IN	Fort Wayne IN CFER	\$11.70	\$13.00	\$ 0.35	\$ 0.40	\$ 0.30	\$ 0.33	\$ 0.37	\$ 0.41	\$ 0.38	\$ 0.42
1177	IL	Galesburg IL BNSF	\$15.60	\$17.00	\$ 0.50	\$ 0.50	\$ 0.39	\$ 0.43	\$ 0.49	\$ 0.54	\$ 0.51	\$ 0.55
1177	IL	Barstow IL	\$15.60	\$17.00	\$ 0.50	\$ 0.50	\$ 0.39	\$ 0.43	\$ 0.49	\$ 0.54	\$ 0.51	\$ 0.55
1177	IL	Peoria IL BNSF	\$15.60	\$17.00	\$ 0.55	\$ 0.50	\$ 0.40	\$ 0.43	\$ 0.50	\$ 0.54	\$ 0.51	\$ 0.55
1177	IL	Champaign IL	\$12.00	\$13.00	\$ 1.05	\$ 1.00	\$ 0.32	\$ 0.34	\$ 0.40	\$ 0.43	\$ 0.41	\$ 0.44
1177	IL	Decatur IL CN	\$12.00	\$13.00	\$ 1.05	\$ 1.00	\$ 0.32	\$ 0.34	\$ 0.40	\$ 0.43	\$ 0.41	\$ 0.44
1177	IL	Benton IL	\$12.00	\$12.50	\$ 1.05	\$ 1.00	\$ 0.32	\$ 0.33	\$ 0.40	\$ 0.41	\$ 0.41	\$ 0.43
1177	MN	Keenan MN CN	\$13.00	\$14.50	\$ 1.80	\$ 2.00	\$ 0.36	\$ 0.40	\$ 0.45	\$ 0.51	\$ 0.47	\$ 0.52
1177	MN	Proctor MN CN	\$14.35	\$16.00	\$ 0.45	\$ 0.50	\$ 0.36	\$ 0.40	\$ 0.45	\$ 0.51	\$ 0.47	\$ 0.52
1177	MN	Ranier MN CN	\$14.35	\$16.00	\$ 0.45	\$ 0.50	\$ 0.36	\$ 0.40	\$ 0.45	\$ 0.51	\$ 0.47	\$ 0.52
1177	MN	Two Harbors MN CN	\$14.35	\$16.00	\$ 0.45	\$ 0.50	\$ 0.36	\$ 0.40	\$ 0.45	\$ 0.51	\$ 0.47	\$ 0.52
1177	WI	Pokegama WI CN	\$14.35	\$16.00	\$ 0.45	\$ 0.50	\$ 0.36	\$ 0.40	\$ 0.45	\$ 0.51	\$ 0.47	\$ 0.52
1177	WI	Chippewa Falls WI CN	\$13.00	\$14.50	\$ 0.40	\$ 0.45	\$ 0.33	\$ 0.37	\$ 0.41	\$ 0.46	\$ 0.42	\$ 0.47
1177	WI	Fond du Lac WI CN	\$13.00	\$14.50	\$ 0.40	\$ 0.45	\$ 0.33	\$ 0.37	\$ 0.41	\$ 0.46	\$ 0.42	\$ 0.47
1177	WI	Stevens Point WI CN	\$13.00	\$14.50	\$ 0.40	\$ 0.45	\$ 0.33	\$ 0.37	\$ 0.41	\$ 0.46	\$ 0.42	\$ 0.47
1177	WI	Green Bay WI CN	\$11.75	\$13.00	\$ 0.35	\$ 0.40	\$ 0.30	\$ 0.33	\$ 0.37	\$ 0.41	\$ 0.38	\$ 0.42
1177	WI	Ladysmith WI CN	\$11.75	\$13.00	\$ 0.35	\$ 0.40	\$ 0.30	\$ 0.33	\$ 0.37	\$ 0.41	\$ 0.38	\$ 0.42
1177	WI	Portage WI CP	\$11.75	\$13.00	\$ 0.35	\$ 0.40	\$ 0.30	\$ 0.33	\$ 0.37	\$ 0.41	\$ 0.38	\$ 0.42
1177	WI	Taylor WI CN	\$11.75	\$13.00	\$ 0.35	\$ 0.40	\$ 0.30	\$ 0.33	\$ 0.37	\$ 0.41	\$ 0.38	\$ 0.42
1177	MO	Saint Louis MO CN	\$12.25	\$13.50	\$ 1.05	\$ 1.00	\$ 0.33	\$ 0.36	\$ 0.41	\$ 0.45	\$ 0.42	\$ 0.46
1177	IA	Fort Madison IA BNSF	\$13.00	\$14.50	\$ 0.40	\$ 0.45	\$ 0.33	\$ 0.37	\$ 0.41	\$ 0.46	\$ 0.42	\$ 0.47
1477	CO	Denver CO BNSF	\$15.87	\$17.00	\$ 1.10	\$ 1.25	\$ 0.42	\$ 0.45	\$ 0.52	\$ 0.56	\$ 0.54	\$ 0.58

1477	CO	Grand Junction CO BNSF	\$13.00	\$14.50	\$ 1.00	\$ 1.00	\$ 0.34	\$ 0.38	\$ 0.43	\$ 0.48	\$ 0.44	\$ 0.49
1477	CO	La Junta CO BNSF	\$13.00	\$14.50	\$ 1.00	\$ 1.00	\$ 0.34	\$ 0.38	\$ 0.43	\$ 0.48	\$ 0.44	\$ 0.49
1477	CO	Pueblo CO BNSF	\$13.00	\$14.50	\$ 1.00	\$ 1.00	\$ 0.34	\$ 0.38	\$ 0.43	\$ 0.48	\$ 0.44	\$ 0.49
1477	CO	Trinidad CO BNSF	\$13.00	\$14.50	\$ 1.00	\$ 1.00	\$ 0.34	\$ 0.38	\$ 0.43	\$ 0.48	\$ 0.44	\$ 0.49
1477	NM	Albuquerque NM	\$12.00	\$13.50	\$ 1.30	\$ 1.45	\$ 0.33	\$ 0.37	\$ 0.41	\$ 0.46	\$ 0.42	\$ 0.47
1477	NM	Belen NM	\$12.00	\$13.50	\$ 1.30	\$ 1.45	\$ 0.33	\$ 0.37	\$ 0.41	\$ 0.46	\$ 0.42	\$ 0.47
1477	NM	Carlsbad NM	\$12.00	\$13.50	\$ 1.30	\$ 1.45	\$ 0.33	\$ 0.37	\$ 0.41	\$ 0.46	\$ 0.42	\$ 0.47
1477	NM	Clovis NM BNSF	\$12.00	\$13.50	\$ 1.30	\$ 1.45	\$ 0.33	\$ 0.37	\$ 0.41	\$ 0.46	\$ 0.42	\$ 0.47
1477	NM	Gallup NM BNSF	\$12.00	\$13.50	\$ 1.30	\$ 1.45	\$ 0.33	\$ 0.37	\$ 0.41	\$ 0.46	\$ 0.42	\$ 0.47
1477	NM	Lordsburg NM	\$12.00	\$13.50	\$ 1.30	\$ 1.45	\$ 0.33	\$ 0.37	\$ 0.41	\$ 0.46	\$ 0.42	\$ 0.47
1477	NM	Tucumcari NM UP	\$12.50	\$14.50	\$ 1.15	\$ 1.30	\$ 0.33	\$ 0.39	\$ 0.42	\$ 0.49	\$ 0.43	\$ 0.50
1477	NM	Vaughn NM BNSF	\$12.50	\$14.50	\$ 1.15	\$ 1.30	\$ 0.33	\$ 0.39	\$ 0.42	\$ 0.49	\$ 0.43	\$ 0.50
1477	NM	Vaughn NM UP	\$12.50	\$14.50	\$ 1.15	\$ 1.30	\$ 0.33	\$ 0.39	\$ 0.42	\$ 0.49	\$ 0.43	\$ 0.50

#1 BECK NOTICES

Employees hired since September 1, 2015 that have not complied with the Union Security Provisions herein will be called into a office and be handed the packet of information from the Union by a local manager. Every Local Manager responsible for complying with this side letter will be told that they must remain neutral on as it relates to a drivers choice to sign a card or not. They will not engage in disparaging or discouraging Union participation. Local Union officers will be empowered to work with local managers to decide the date and individual to be called in. Local managers shall comply with this process. Managers will be sent a letter from corporate that requires local managers to comply. In order to avoid work time compensation issues, managers and Local officers will mutually work on times when employees are already coming into the office for Employer business. The Employer will give the Union a copy of every new membership card, which can be electronic.

#2 MOST FAVORED NATIONS

During the term of this agreement, the Employer will not enter into any agreements in any the US states of Indiana or Illinois resulting in a materially higher starting or hourly wage package than that provided to the members of the United Electrical, Radio and Machine Workers of America (UE) employed in or out of any geographic area outlined in the Recognition clause the office and/or yards listed below (Chicago). Should the UE demonstrate that the Employer has entered into such an agreement, the Employer agrees to adjust wages provided to UE members unless the Employer can justify the difference by demonstrating that it is not intended to favor one employee representative over another, but is based on other legitimate factors including but not limited to the relative term of the comparative agreements and/or the nature of the service being provided under the agreements. The UE has reviewed the wage portions of all potentially implicated contracts at the time of the Agreement and agrees that none of those agreements implicate this provision.

#3 TEMPORARY EMPLOYEES

There shall be no float employees, temporary employees or contract employees performing bargaining unit work anywhere covered by the recognition clause of this contract. Any driver in a

~~float, couch potato, temporary or contract position as of the date of the ratification of this contract shall be converted to a full or part time employee, at the choice of the driver.~~

#4 UNION BARGAINING COMMITTEE

The Employer will pay \$750 per bargaining committee member, payable to each respective UE Local as a reimbursement for bargaining.

#5 MEMORANDUM ON 40 HOUR

~~In the parties contract, Article 3, Section 1 states: The Employer shall make every reasonable effort to assign drivers at least forty (40) hours of work per week. The parties agree that drivers may wish to be scheduled less than 40 hours per week. In order to meet the requirements of "every reasonable effort to assign drivers at least forty (40) hours per week, the Employer shall:~~

~~1.) Information: The Employer shall provide to the Union a spreadsheet on a bi-weekly basis showing:~~

~~–actual and target road driver count by location based on 120% of trailing 6-week volumes (hours)~~

~~–the current status for each yard.~~

~~–usage of outside contractor hours.~~

~~–actual hours worked by driver per road board, per week for each of the preceding 6 weeks.~~

~~–any notice of reduction of work volume or increase of work volume. This notice will be highlighted as compared to the annual historic volumes of each particular road board.~~

~~2.) Hiring Formula: The formula to determine target driver count shall be apportioned in such a way that each full time driver is offered at least 40 hours of work per week. For the purpose of computing target driver count, all full time drivers in a given location shall count as full-time drivers, all part time drivers shall count as a half full time driver.~~

~~a. Red Status. Means that the Employer is staffed at a level of 5% or more below target driver count; Employer will commence or continue to actively recruit new drivers.~~

~~b. Yellow Status. Means that the Employer is staffed within a level of 5% above or below target driver count; Employer will continue to process in-system applications but will not engage in new active driver recruitment efforts other than to replace drivers known to be leaving the Employer's service.~~

~~c. Green Status. Means that the Employer is staffed at more than 5% above target driver count; Employer will not engage in any hiring or recruitment efforts including the processing of in-system applications other than to replace drivers known to be leaving the Employer's service.~~

~~3.) Secondary vendors: The Employer will utilize secondary vendors only in circumstances where there are no drivers with available hours on the board or where the railway orders the secondary vendor directly.~~

Location Review For Overstaffing

~~1.) Notice of work change: The Employer shall as soon as practicable provide the pertinent information to the Union of any reduction of work orders by the railroads or other customers and or any requests for additional drivers because of a forecasted increase in work volumes.~~

~~2.) Reduction in force: If on any 2/4/6-week trend summary, a location has an average of 32 hours of work per week or less, the Union and the Employer will convene a meeting within the next 2 weeks to discuss the related problems and resolution.~~

~~If the location shows an average of 32 hours or less worked over the past 2/4/6 weeks, and the location is deemed overstaffed, any layoff(s) will be performed in order of inverse seniority.~~

#6 12 OHIO DRIVERS

~~Onetime money for 12 Ohio Drivers that are currently paid under the \$10.01 per hour shall upon ratification have their wage raised to \$10.01 per hour.~~

#7 PAID SICK LEAVE

~~The Employer agrees to comply with Local, State and Federally required Paid Sick Leave provisions where applicable.~~

#8 SIDE LETTER ON AMTRAK CHICAGO AND MEMPHIS TN

~~May 20, 2019~~

1. ~~**Amtrak Chicago** drivers shall be brought into the Chicago yard and road rates of \$13.00/hour and \$13.50/hour road rate. These drivers shall not receive retro pay. The drivers will receive the increase the other Chicago BU employees shall receive for 2019, 2020, 2021 as outlined in the chart below.~~

2. ~~**Memphis TN:** the location rates shall be adjusted as follows and remain so for remainder of contract unless parties agree otherwise: Yard: \$9.00/ Hour & Road: \$9.50/Hour.~~

~~All employees hired as of May 20th, 2019 shall receive a \$.30/hour increase to their yard and road rate as described in the chart below. Current yard drivers shall be raised to \$9.00/hour and receive the \$.30 increase on May 20th, 2019. The Memphis drivers shall not receive retro pay. All drivers would then receive the raises outlined below:~~