

**AN AGREEMENT
BETWEEN**

CANADIAN NATIONAL RAILWAY



AND

**ITS EMPLOYEES REPRESENTED BY
BROTHERHOOD OF LOCOMOTIVE ENGINEERS
(On the former IC and CCP)**



June 3, 2002

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IT IS HEREBY AGREED:

ARTICLE 1 - PURPOSE

The parties to this Agreement agree that the fundamental objective of the Company is to operate a safe, efficient and effective railroad transport operation and a key component to the success of this venture is the contribution of Locomotive Engineers (hereinafter referred to as Engineers.)

This Agreement is founded on a principle of paying for Engineers' time on an all-inclusive basis and contemplates that in order for the operation to be successful, individuals will perform all duties requested of them, subject to the provisions contained herein. Nothing in this Agreement is intended to restrict the right of the Company to operate productively.

ARTICLE 2 - GENERAL PRINCIPLES

- A. In this Agreement, words importing the singular shall include the plural and vice versa where the context requires. Words importing the masculine gender shall include the feminine where the context requires.
- B. This Agreement is intended to be applied in a non-discriminatory manner without regard to age, race, creed, color, gender, national origin, disability, sexual orientation or marital status.
- C. The parties recognize that this is a new Agreement, which replaces any and all existing Agreements, unless otherwise provided, and introduces changes in the workplace. In recognition of this a committee consisting of the BLE General Chairman, a BLE Member appointed by the General Chairman, and the Company's General Manager (s) Operations and Director Labor Relations or their respective designates, will be established. This committee will be known as the Labor / Management Resolution Committee, and will meet quarterly (the second Friday of January, April, July and October, unless otherwise agreed) to review the application of this Agreement.

Question: Under paragraph 2 (c) all former Agreements are replaced .Further, Article 8 Section 2 provides for a standing bid system. Will all former Agreements pertaining to marking to permanent and temporary vacancies within the new seniority districts, along with local-30 day seniority moves remain in effect until the standing bid system is implemented?

*Answer: Yes
(Q & A from Circular Letter 26-2002, September 16, 2002)*

ARTICLE 3 - RECOGNITION

- A. This Agreement covers all Engineers employed by the Company and represented by the Brotherhood of Locomotive Engineers under the Railway Labor Act, as amended.

- B. The term "Engineer" as herein referred to shall include employees represented by the Brotherhood of Locomotive Engineers, except where otherwise specifically provided for herein. The term "Company" shall mean the Canadian National Railway/Illinois Central Railroad/Chicago Central Pacific Railroad. The term "Union" or "General Committee" shall mean the Brotherhood of Locomotive Engineers.
- C. The right to make and interpret contracts covering rules, rates of pay and working conditions on behalf of Engineers covered by this Agreement shall be vested in the regularly constituted General Committee of the Brotherhood of Locomotive Engineers.
- D. Where the term "duly accredited representative" appears herein, it shall be understood to mean the regularly constituted General Committee and/or the Officers of the Brotherhood of Locomotive Engineers of which such General Committee or Officers are a part.

ARTICLE 4 - SCOPE OF AGREEMENT

- A. The parties recognize that the scope of this Agreement is unlike others in the rail industry and that it must be interpreted accordingly. That being said, the primary role of an Engineer is to perform transportation duties associated with the operation of locomotives.
- B. The parties recognize that in order to meet a customer's immediate unanticipated service need, or to meet unanticipated operational exigencies at a time a regularly assigned crew is not present and available in the terminal for such service, and time will not permit calling a rested extra Engineer, a qualified employee may be used, without penalty, to perform such service. The term qualified employee does not include an official of the Company.
- C. The parties recognize that to achieve maximum efficiency of operations and to expedite the movement of trains, Locomotive Engineers may perform incidental work for which they are qualified. Locomotive Engineers may perform incidental work, pursuant to the 1986 Award of Arbitration Board 458 and the Award of PEB 219 including any Dispute Committee Interpretations and applicable Side Letters, in connection with their assignments and for which they are qualified in the absence or unavailability of another employee who would otherwise perform such work.

ARTICLE 5 - WAGES

- A. Effective August 1, 2002, the rate of pay for Engineers will be \$33.00 hour.
- B. This rate will apply to all time on duty, unless otherwise specified in the Agreement.
- C. Ten (10) hours or less will constitute a basic day and pay for all time on duty after ten (10) hours will be at the rate of time and one half. Engineers requesting to be relieved during their tour of duty will be paid actual time on duty.
- D. Engineers who perform service, at the request of the Company, on their assigned rest days shall be paid for such service at the rate of time and one half.

ARTICLE 6 - EMPLOYMENT SECURITY

Unless otherwise provided for in Article 32 - Leave of Absence, Section 4, Engineers who have established seniority prior to the effective date of this Agreement will be provided an assignment (which may be a Regular Assignment or a Guaranteed Extra Board [**GEB**] assignment) established pursuant to Article 8 Section 1 of this Agreement, and will not be subject to furlough, provided they have exercised their seniority to the fullest extent and remain available for service. The provisions of this Article will also apply to employees currently in the Company's Engineer Training Program and who successfully complete the Program.

ARTICLE 7 - SENIORITY

Section 1 General

- A. An Engineer with an established seniority date on the effective date of this Agreement will not be reduced from the Engineers' working list, except as provided in this Agreement.
- B. The right of Engineers to perform service will be governed by seniority, qualifications being equal. The Engineer longest in the service will have the preference.
- C. The Company will keep the General Chairman and each Local Chairman of the B. of L. E. supplied with lists of qualified promoted employees who will be accorded seniority dates and rank numbers as Engineers in conformity with their standing as recorded on the lists subject to the rules hereinafter provided for.

Section 2 Establishment

- A. The seniority date of the hired Engineer shall be the date of his first service as Engineer.
- B. In the event an Engineer is hired who is previously certified, this employee will establish seniority on the date of his first tour of duty as Engineer. The date that this employee establishes his seniority will also be the effective date for establishing seniority for any employees in training as a Locomotive Engineer. The previously certified Engineer will be placed on the seniority roster behind those employees already in training, or if assigned to the class will be placed on the roster by his seniority ranking in relative order of other employees in the Engineer Training Program. It is the intent that these provisions operate to prevent the runaround of Student Engineers by hired, promoted and certified Engineers when those students are in an active training class.

Section 3 Termination

- A. Terminated employees shall be removed from the seniority roster as provided for by the rules and working conditions of this Agreement.
- B. After the seniority of an employee is terminated, such person shall not be permitted to work or be re-employed by the Company in service coming under the scope of this Agreement unless otherwise mutually agreed.

Section 4 Demoted Engineers

Employees hired subsequent to the effective date of this Agreement and who are demoted will be used to fill Engineers' vacancies in accordance with their seniority when extra Engineers are unavailable to fill such vacancies. This applies to vacancies ordinarily filled by extra men.

Note: "Availability" as used in this article means the demoted Engineer is rested according to law or Agreement and is contacted under the terms of the calling rule.

Section 5 Re-Entering Service

Engineers reinstated retain their rank of seniority. Engineers reemployed lose their former rank and enter the service as new employees.

Section 6 Seniority Maintenance Fee

Effective with the date of this Agreement, Engineers transferring from train service shall be subject to payment of their fair share of the expenses of negotiating and administering the collective bargaining agreement governing their rates of pay, rules and working conditions within the craft of locomotive Engineers and in the protection of their continued Engineers' seniority as follows:

- A. Engineers demoted to train service will have their Engineers' seniority placed in leave of absence status and will continue to accumulate such seniority. This will apply to the period of time that such employees are required to protect their train service seniority. A service fee payment to the BLE will be required while maintaining and accumulating Engineers' seniority.
- B. A service fee will be required of Engineers transferring from train service who do not hold membership in the BLE in order to defray the cost of negotiating and administering the collective bargaining agreement governing their rates of pay, rules and working conditions and for the maintenance and accumulation of Engineers' seniority.
- C. The service fee specified in the preceding paragraphs shall be based upon the costs of negotiating and engaging in all collective bargaining matters, but in no event shall exceed the amount of full monthly dues of the BLE.
- D. The provisions outlined in Section 6 herein shall only be implemented upon thirty (30) days written notice by the General Chairman of the Brotherhood of Locomotive Engineers.

Section 7 Seniority Districts and Extra Board Locations

Upon the effective date of this Agreement, the following Seniority Districts will be established and will replace all Seniority Districts and Seniority Rosters previously in effect:

<u>Seniority District 1</u> Sioux City, Council Bluffs and Fort Dodge.		
<u>Zone No.</u>	<u>Extra Board Location(s) & Source of Supply Point(s)</u>	<u>Protects</u>
1	Fort Dodge	All Assignments at, or originating on Seniority District 1.
<u>Seniority District 2</u> Waterloo, Cedar Rapids and Dubuque.		
<u>Zone No.</u>	<u>Extra Board Location(s)</u>	<u>Protects</u>
1	Waterloo	All Assignments at, or originating on Seniority District 2.

Seniority District 3 **Freeport, Hawthorne, up to, but not including Dubuque.**

First out qualified Engineer on the Hawthorne GEB will also be required to protect unfilled vacancies at Chicago when the Chicago GEB is exhausted.

<u>Zone No.</u>	<u>Extra Board Location(s) & Source of Supply Point(s)</u>	<u>Protects</u>
1	Hawthorne	All Assignments at or originating on Seniority District 3, and at Chicago when the Chicago GEB is exhausted.

Seniority District 4 **Chicago Terminal, former Joliet District, Bridgeport to Plains and down to and including Paxton.**

First out qualified Engineer on the Chicago GEB will be required to protect unfilled vacancies at Hawthorne when the Hawthorne GEB is exhausted.

<u>Zone No.</u>	<u>Extra Board Location(s) & Source of Supply Point(s)</u>	<u>Protects</u>
1	Markham	All Assignments at or originating on Seniority District 4, and at Hawthorne when the Hawthorne GEB is exhausted.

Seniority District 5

Champaign, Decatur, Mattoon and Effingham down to but not including Centralia and Bluford; and up to but not including Paxton.

Other service locations included on this District are Clinton, Farmersville, Heyworth, Springfield, Peoria, Elwin, Newton and Edgewood.

<u>Zone No.</u>	<u>Extra Board Location(s) & Source of Supply Point(s)</u>	<u>Protects</u>
1	Champaign	Champaign <ul style="list-style-type: none">• Assignments originating up to but excluding Paxton and down to but excluding Mattoon.
2	Decatur	Decatur: <ul style="list-style-type: none">• Including Peoria - IC Junction to Mattoon, including Elwin; excluding Mattoon;• Gilman to Farmersville; Including Clinton to Heyworth, excluding Gilman.
3	Effingham	Effingham <ul style="list-style-type: none">• Assignments originating at or between Mattoon and Centralia, excluding Centralia.• Assignments originating at or between Effingham and Bluford; excluding Bluford.• Effingham District, Effingham to Inrd Junction.

Seniority District 6

Centralia, East St. Louis, Benton and Baldwin, up to but not including Paducah and Mounds. Other service locations included on this District are Bluford and Metropolis.

<u>Zone No.</u>	<u>Extra Board Location(s) & Source of Supply Point(s)</u>	<u>Protects</u>
1	Centralia	Centralia <ul style="list-style-type: none">• Assignments originating at Centralia to Mounds, excluding Mounds.
2	East St. Louis	East St. Louis <ul style="list-style-type: none">• Assignments originating at East St. Louis and on the St. Louis District but excluding DuQuoin;• Sparta District, Baldwin to Percy
3	Benton	Benton <ul style="list-style-type: none">• Assignments originating at Benton at or between Bluford and Paducah Northbound.• All assignments originating on the Eldorado District at or between DuQuoin and Eldorado.• Bluford District limited to assignments originating at or between Bluford and Paducah; including northbound assignments originating at Paducah.

Seniority District 7 Cairo, Paducah, Fulton, Dyersburg and Mounds.

<u>Zone No.</u>	<u>Extra Board Location(s) & Source of Supply Point(s)</u>	<u>Protects</u>
1	Fulton	<ul style="list-style-type: none">• Fulton• Bluford District, Fulton to Bluford, limited to assignments originating at or between Fulton and Maxon and operating into Bluford;• Cairo District Fulton to and including Cairo, Mounds and Mounds City; Fulton District North Siding to and including Dyersburg and Union City.• South bound trains originating at Paducah or Childs.

Seniority District 8

Memphis

- a) Memphis North – all assignments operating north of Memphis including Woodstock.

First out qualified Engineer on the Memphis North GEB will be required to protect unfilled vacancies at Memphis South when the Memphis South GEB when it is exhausted.

- b) Memphis South – all assignments operating within the Memphis Terminal including traffic destined south of Memphis.

First out qualified Engineer on the Memphis South GEB will be required to protect unfilled vacancies at Memphis North when the Memphis North GEB when it is exhausted.

Note: At such time when the number of District 4 Engineers on the Memphis North GEB is less than 20 % of the total number of Engineers on the Memphis North GEB, the Memphis North and the Memphis South Guaranteed Extra Board's will be combined.

**District 8
Zone No.**

**Extra Board
Location(s) & Source
of Supply Point(s)**

Protects

1

Memphis North

Memphis

- Memphis District North;
- Fulton District assignments originating at or between Memphis and Dyersburg; excluding Dyersburg.

2

Memphis South

Memphis Terminal / Memphis District South

- Yazoo District assignments originating at or between Memphis and Greenwood; excluding Greenwood;
- Grenada District assignments originating at or between Memphis and Water Valley Junction and Durant;

3

Grenada

- Grenada District assignments originating at or between Water Valley Junction and Durant;
- Yazoo District assignments originating at or between Gwin and Greenwood.

Seniority District 9 **Jackson, McComb,
Bogalusa, Mississippi.**

<u>Zone No.</u>	<u>Extra Board Location(s) & Source of Supply Point(s)</u>	<u>Protects</u>
1	Jackson	<ul style="list-style-type: none"> • Jackson • Grenada District assignments originating at or between Jackson and Durant; excluding Durant; • Yazoo District assignments originating at or between Jackson and Gwin; excluding Gwin; • Beaumont District assignment originating at or between Jackson and Saratoga; excluding Saratoga; • McComb District assignments originating at or between Jackson and Brookhaven; excluding Brookhaven.
2	McComb	<ul style="list-style-type: none"> • McComb District North assignments originating at or between McComb and Brookhaven; including Brookhaven; • McComb District South assignments originating at or between McComb and Hammond; excluding Hammond; • Brookhaven to Natchez. Wanilla to Natchez including Wanilla and Natchez.
3	Bogalusa	<ul style="list-style-type: none"> • Bogalusa to Wanilla.

Seniority District 10

Hattiesburg and Mobile. Other service locations included on this District are Ferguson, Saratoga and Beaumont.

<u>Zone No.</u>	<u>Extra Board Location(s) & Source of Supply Point(s)</u>	<u>Protects</u>
1	Hattiesburg	Hattiesburg; <ul style="list-style-type: none">• Beaumont District North assignments originating at or between Hattiesburg and Saratoga;• Taylorsville District assignments originating at or between Saratoga and Taylorsville;• Beaumont District South assignments originating at or between Hattiesburg and Evanston, including Ferguson; excluding Evanston
2	Mobile	Mobile <ul style="list-style-type: none">• Beaumont District North assignments originating at or between Mobile and Evanston.

Seniority District 11 **Baton Rouge, New Orleans up to and including Hammond, Slaughter and Zee. Other service locations included on this District are Geismer, Destrehan and Reserve.**

<u>Zone No.</u>	<u>Extra Board Location(s) & Source of Supply Point(s)</u>	<u>Protects</u>
1	Baton Rouge	<p>Baton Rouge</p> <p>Baton Rouge District assignments originating at or between Zee and Destrehan; excluding Destrehan.</p> <p>Hammond District assignment originating at or between Baton Rouge and Hammond.</p>
2	New Orleans	<p>New Orleans</p> <ul style="list-style-type: none"> • Baton Rouge District assignments originating at or between New Orleans and Destrehan; including Destrehan; • McComb District assignments originating at or between New Orleans and Hammond; excluding Hammond.

Section 8 Prior Rights Seniority

- A. Engineers possessing prior rights on any of the former Consolidated Seniority Districts pursuant to the May 30, 1973 IC/GM&O Merger Agreement will continue to possess relative prior rights to any existing former prior righted positions bulletined as assignments on the new Seniority Districts outlined in Section 7 herein.
- B. Engineers possessing prior Consolidated Seniority District rights will continue to possess relative prior rights to any existing former consolidated Seniority District position on their new Seniority District. (Side Letter #5)

- C. Regular assigned runs may operate over two, or more Seniority Districts. These runs may be assigned to district Engineers on an equity basis as mutually agreed between the respective Local Chairmen and the Superintendent.

The parties recognize that Article 7 Section 8 A, B 8s C and Side Letter No. 5 of the agreement is somewhat ambiguous in the application of job equity and prior rights equity. Although every question of equity is not addressed herein, it is agreed that there was never any intent to provide equity sharing on assignments operating, as an example from F alton to Bluford and from Bluford to Fulton.

Examples of when Article 7, Section 7. C, on the Bluford District is correctly applied are as follows:

An assignment that originates between Bluford and Maxon, and operates to or by Fulton, or;

An assignment that originates at or beyond Fulton and terminates or turns in-between Bluford and Maxon.

(Explanation per Circular Letter 13/2003, March 2003)

Section 9 Seniority Roster

- A. Engineers will be placed on a new District Seniority Roster in accordance with their former relative seniority standing on the applicable Illinois Central Consolidated Seniority Roster that was in effect prior to the implementation date of this Agreement. Engineers' placement to their new seniority roster will be determined by the working location of each Engineer thirty (30) days after the implementation date of this Agreement.
- B. Seniority rosters are attached as **"Attachment C"** for each Seniority District outlined in Section 7 herein, and will continue to be compiled by the Company and posted on or before January 1 of each year with copies furnished to the General Chairman and Local Chairmen. Rosters will show each employee's name, employee number, date of birth, date of seniority, status and prior rights code if applicable. A seniority date not protested within 90 days from its first posting will be considered permanently established, and future requests for changes will not be considered except to correct typographical errors.
- C. Employees establishing seniority on or after the effective date of this Agreement will be placed at the bottom of the appropriate Engineers Seniority District in the order in which they establish a seniority date as an Engineer.

ARTICLE 8 - JOB VACANCIES AND BIDDING

Section 1 Regular Assignments and Extra Boards

- A. Subject to the requirements of service, the overall proportion of regularly assigned positions will not be reduced, and the Company will endeavor to increase the number of regular assignments as a percentage of work.

- B. Regular assignments will be established consistent with business requirements and will be bulletined to work either five days with two scheduled off days (consecutive where practicable) or six (6) days with one (1) scheduled day off. Where possible, assignments will have a designated starting time.

Question 1: If the regular assignment is bulletined as a turnaround or an unassigned engineer is called in turnaround service, can either of the engineers be tied up at other than the home terminal?

Answer 1: No, unless it is a case of an emergency, such as a derailment or bad weather.

Question 2: If an engineer in turnaround service were tied up at other than the home terminal - due to an emergency, would the engineer be entitled to held-away-from home terminal after twelve hours under Article 14 D?

Answer 2: Yes.

(Q & A, Circular Letter 13/2003, March 31, 2003)

- C. Regular assignments will be bulletined with a four (4) hour calling window or an assigned start time. The Company may adjust the starting time of an assignment within the designated spread. In the event a regular assignment is called to report for duty two hours or more beyond the close of its advertised spread time, the Engineer will be considered on pay two (2) hours after the expiration of his advertised spread time. In the event the requirements of service necessitate calling an Engineer prior to the opening of his advertised

starting spread time, the Engineer will be paid five (5) hours at the basic daily rate.

Example 1 Engineer A has an advertised spread time to start between 10:00 to 14:00 hours. Engineer A is called at 14:00 for a 17:00 start time.

Question: What time does Engineer A go on pay?

Answer: For pay purposes only, Engineer A goes on pay at 16:00.

Example 2 Engineer A is called to report for duty at 10:00.

Question: What time does Engineer A go on pay?

Answer: 10:00.

Example 3 Engineer A is called in advance of his advertised spread time to report for duty at 09:00.

Question: What time does Engineer A go on pay?

Answer: 09:00. However in addition to his earnings for that day, Engineer A will be allowed five hours pay at the basic rate.

Question: *Will spread time count towards overtime?*

Answer: *No, overtime is only paid on service rendered, such as after 10 hours on regular tours of duty, working off the supplemental board on your day off and deadheading.*

Question: *Will Engineers be entitled to payment of spread time and heldaway-from-home terminal at the same time?*

Answer: *No, there are not any provisions for overlapping the payments.*

(Q & A from Circular Letter 26-2002, September 16, 2002)

Although regular assignments are coordinated to operate on train symbols identified in the assignments' bulletin within the four hour spread window, the parties agree that there is no penalty if the engineer is not called for the train symbol shown in the bulletin. It is the intent of the agreement to list the engineer on the assignment that he/she is bulletined for unless traffic requirements dictate different. The Company agrees that both parties need to monitor the listing of trains within their spreads.

(Explanation per Circular Letter 13/2003, March 31, 2003)

The Union raised a concern surrounding seniority displacements that had the potential of a monetary and/or moral issue, as an example, Engineer "A" being eligible to displace Engineer "B" off of a regular assignment. The Union's concern was that such displacement could negatively impact Engineer "B" who is protecting his spread two hours before the start of his spread (call time). As an interim measure to resolve this issue prior to the establishment of the Standing Bid System, the following was agreed to:

Question: *How may an engineer make seniority move to a regular assigned assignment with a four-hour spread?*

Answer: *By making the move three (3) hours before the beginning of a spread.*

Example: *Engineer A has a spread from 1:00 p.m. till 5:00 p.m. This engineer cannot be rolled off his assignment after 10:00 a.m.*

(Explanation per Circular Letter 13/2003, March 31, 2003)

D. Guaranteed Extra Board assignments will be established where the needs of service dictate and will be bulletined with one (1) scheduled rest day per week.

- E. Each terminal will maintain a bulletin listing all positions, including guaranteed extra board positions, which will include (a) the job title and the normal assigned duties of the job, (b) the home terminal and, where applicable, the away from home terminal, (c) whether the job is anticipated to tie up at the on-duty point, (d) the starting time or spread time of the assignment, if applicable and (e) the assigned day(s) off.
- F. Newly established positions will be bulletined for a period of seven (7) days to enable interested Engineers to update their preferences in the crew calling system.

Question: Under paragraph 2 (c) all former Agreements are replaced. Further, Article 8 Section 2 provides for a standing bid system. Will all former Agreements pertaining to marking to permanent and temporary vacancies within the new 'seniority districts, along with local-30 day seniority moves remain in effect until the standing bid system is implemented?

Answer: Yes.

(Q & A from Circular Letter 13/2003, March 31, 2003)

Section 2 Assignment to Positions

Assignment to positions shall be governed by seniority. A standing bid system will operate and employees' job preferences will be maintained in the crew calling system and can be updated at any time. As soon as vacancies (other than temporary vacancies) are known to exist, the senior Engineer having a standing bid listing for the position will be assigned.

- A. In the event there are no bids for an assigned position the following will apply:
 - 1. The junior Engineer on the Extra Board where the vacancy exists; if none,
 - 2. The senior demoted employee not working as an Engineer within the terminal; if none,
 - 3. The senior demoted employee on the Seniority District nearest via highway miles to the location where the vacancy exists; if none,
 - 4. The junior Engineer on the Seniority District who is occupying a GEB that is defined as having a surplus number of employees, and is nearest via highway miles to the location where the vacancy exists. This sub-paragraph four (4) will not apply to employees identified in Article 7, Sub-Section 8 who have never vacated their former "protection zone" as provided for in the 1973 ICG Merger Implementing Agreement.

- B. Temporary vacancies of seven (7) days or more will be filled in accordance with the standing bid system.
- C. Employees will submit their bid form(s) four (4) times per year on February 1, May 1, August 1 and November 1 identifying their choice of assignments and temporary assignments, and such bids shall be maintained utilizing the standing bid system. Every 30 days employees will automatically be placed on assignments of their choice as identified on their standing bid form. Employees affected by board adjustments made either prior or subsequent to the 30-day period will be placed in accordance with their standing bid form. (Side Letter 14)

Question: An Extra Board Engineer is called to fill a vacancy at an outlining point. Can the Engineer be held on the assignment until the regular engineer returns?

*Answer: No, outlining point vacancies will be filled on a daily basis .
(Q & A from Circular Letter 26-2002, September 16, 2002)*

Section 3 Transfers

1. Temporary Transfers

- A. In transferring Engineers from one Seniority District to another, the senior Engineer(s) shall have preference, and when returned to their home district they will be placed on assignments of their choice as identified on their standing bid form.
- B. Engineers temporarily transferred must be returned to their home Seniority District within ninety days of the transfer. The General Chairman and the General Manager may mutually agree to extend the ninety-day limit of a temporary service assignment transfer.

Question: Will an Engineer retain his former merger prior rights or his former consolidated seniority district rights if he/she permanently transfers under paragraph 2 - Permanent Transfers to another seniority district after the effective date of this agreement?

Answer: No, the engineer will forfeit all former seniority rights and establish a new date on the new seniority district, except the engineer will retain all entitlement rights, such as vacation entitlement.

(Q & A from Circular Letter 26-2002, September 16, 2002)

2. Permanent Transfers

- A. Engineers requesting to permanently transfer from one Seniority District to another will forfeit their seniority rank on the District which they leave and will have a new seniority date established on the territory to which transferred. The General Manager of each respective Division must approve requests for permanent transfer.
- B. Seniority will be established (and cease on their former District) on the date the employee first performs service as an Engineer following the date and time of his reporting for duty to the company official in charge at the location where he has been

instructed to report. The Company Official in charge at the employee's new location shall make a record of the date and hour he reports. An Engineer temporarily transferred and desiring to make it permanent shall not be given credit for time served as temporary.

Section 4 Regulation

In the regulation of assigned service boards, the Local Chairmen of the BLE may assist in the regulation of the crew starts of any assigned service on their Seniority District. It is understood, however, that the application of this Agreement will not operate to penalize the company due to any failure to keep the starts within any minimum and maximum limitations agreed upon.

ARTICLE 9 - ANNULMENT OF ASSIGNMENTS

- A. When assignments are to be annulled on holidays, the Company will provide Engineers assigned thereto at least twenty-four (24) hours' notice.
- B. When an assignment is annulled or works on New Year's Day, President's Day, Memorial Day, Good Friday, Independence Day, Labor Day, Thanksgiving Day, the Day after Thanksgiving, Christmas Eve Day, Christmas Day or New Year's Eve Day, at the Engineer's option he may utilize a personal leave day.
- B. When assignments are annulled on other than one of the General Holidays referred to in sub-paragraph B herein, the Engineer assigned to the position may be called under the applicable rules and used on other available work within the scope of this Agreement. Employees not used will be paid for the day or time lost.

Question: Will every assignment receive a 24-hour notice if annulled on a holiday?

Answer: Every assignment as near as possible will receive a 24-hour notice. It is understood that some industries cannot give 24 hours notice and the Company will endeavor to provide a notice as near as practical .

(Q & A from Circular Letter 26-2002, September 16, 2002)

ARTICLE 10 - ABOLISHMENT AND DISPLACEMENT

- A. Engineers whose positions are abolished will be placed in accordance with the individual's standing bid. In the absence of having a remaining standing bid selection the Engineer has twenty-four (24) hours in which to exercise seniority, or he will be assigned to the position held by the junior Engineer at that terminal.
- B. In the application of sub-paragraph A herein, if unable to displace a junior Engineer in the terminal, the Engineer shall exercise his seniority to displace a junior Engineer within his Seniority District within forty-eight (48) hours, or he will be assigned. An Engineer who is forced to exercise to a location that is more than 100 miles from the location from which he is displaced will be permitted a reasonable time not exceeding four (4) days to take the position.

- C. Permanent changes in rest days or home terminal shall entitle the affected Engineer to a displacement, which must be requested at the time the change is notified.

ARTICLE 11- GUARANTEED EXTRA BOARD (GEB)

- A. 1. Where Guaranteed Extra Boards (GEB) have been established the scheduled weekly rest day will commence at 00:01 hours, with the Engineer automatically marked back to the board at 00:01 the following day. Extra Board employees at their home terminal will not be called for duty that commences on or after 20:00 hours on the day preceding their rest day. Engineers may also elect to be automatically marked back to the working board at 06:00 a.m.
 - 2. Engineers who elect to mark up at 06:00 a.m. and do not get called for duty on that calendar day will not be entitled to guarantee pay for that day. The provisions of this paragraph will also apply to employees returning to the GEB under the provisions of Articles 18, 19 and 21 of this Agreement.
 - 3. If the Engineer is currently working or away from the home terminal at the time the scheduled rest day is to begin, the rest day will begin at the Engineer's tie-up time at his home terminal and run for twenty-four (24) hours, with the Engineer automatically marked back to the bottom of the board at the expiration of that time. However, if the Engineer's tie-up time occurred between 00:01 and 06:01 on the scheduled rest day, the Engineer will automatically be marked back to the bottom of the board at 06:01 the following day.
- B. For the purposes of prorating guarantees Engineers exercising seniority to the GEB part way through the week, for guarantee purposes only, will be shown on the GEB at 00:01 hours after the exercise of their seniority.
- C. GEB's will operate on a first-in, first-out basis, based on tie-up time. Where more than one Engineer is marked back up to the Board at the same time their previous tie up time will govern relative order.
- D. *Unless otherwise provided for herein, Engineers assigned to GEB's will fill temporary vacancies and extra assignments at the location of the Board and at outlying points within the Seniority District, as necessary. In the event the GEB from which the assignment would normally be filled is exhausted, the assignment will be filled by :*
- 1. *The senior available rested demoted Engineer within the terminal where the vacancy exists ; if none,*
 - 2. *The first-out qualified rested Engineer on the nearest Extra Board(s) within the Seniority District via highway miles ; if none,*
 - 3. *The senior rested Engineer at the terminal who has marked up to the supplemental Extra Board as provided for by Article 15 Section 5.*
 - 4. *The first-out qualified and rested Engineer on the nearest Extra Board via highway miles on the adjacent Seniority District . Employees used from the adjacent Seniority District will only be used on a tour of duty basis.*

And;

E. When Engineers mark back up for any reason they will be placed to the bottom of the GFR and the following will apply:

1. Employee's who are first-out on the GEB and book off for any reason or miss a tall, will, be held off of the GEB for 12 hours, or until the trip missed returns back to the home terminal.

Note: The foregoing provisions with respect to being held off of the GEB will not apply to GEB's consisting of three (3) or less Engineers .

2. Employees not first-out and who book off of the GEB will be held off the board for 8 hours.
3. Employees held in accordance with paragraphs 1 and 2 may be called for duty by the Company in the event the working boards are exhausted.
4. The provisions of sub-paragraph E . 1 . herein, will not apply to employees referred to in paragraphs D .2. and D.4. of this Article who are not physically first-out on the GEB at that location .

(Changed per Circular Letter 26-2002, September 16, 2002)

F. The number of Engineers assigned to GEB's will be regulated on the second Monday at 00:01 of each month by the Company and will be based on 20% of the regular assignments plus the average number of unassigned starts on a daily basis of the previous thirty (30) days, multiplied by 1.2.

G. Each Engineer assigned to a GEB shall be guaranteed \$1400.00 for each week. All compensation paid by the Company to Engineers while assigned to a GEB in a work week will be credited toward the guarantee excluding personal automobile mileage allowances, expenses, and payments that involve an alleged violation of this Agreement, such as runarounds, etc. Compensation received pursuant to Article 17 Section 1. D. and Article 17 Section 3 and Section 4 will be credited toward the guarantee.

One-sixth (1/6) of the weekly rate shall be used to reduce the guarantee for any calendar day an Engineer is unavailable for service as outlined herein; and for prorating the guarantee of an Engineer who is not assigned to the GEB for the full week (Monday through Sunday). Engineers not subject to the provisions of Paragraph E. 1. herein and who are not available for call for any portion of the work week will have their guarantee for that work week reduced by an amount equal to 1/6th of the weekly guarantee for each 24-hour period, or portion thereof, they are not available for call.

H. The rate established for extra boards under this Agreement shall be subject to general wage increases.

I. GEB positions will not be advertised. Assignments shall be made on the basis of seniority.

- J. Extra board Engineers shall be called for service not less than two (2) hours prior to the time required to report for duty.
- K. The Company will provide the General Chairman ten days' advance notice for any new board it intends to establish.
- L. All guarantee compensation paid to extra Engineers shall be considered as service rendered for vacation pay and qualification days.
- M. Increases or decreases to the GEB can occur at any time; however, if the board is increased or decreased effective at any time other than on the second Monday at 00:01 a.m., the Engineer(s) added will be paid a day's guarantee in the event no other service is performed on that calendar day. In the application of this paragraph Engineers cut off the GEB will be paid a day's guarantee in addition to all other earnings.
- N. Deadheading will be paid when it occurs as a result of force-assignment to the extra board of an employee holding an assignment at an outlying point.
- O. Except as provided for in Article 17 Section 3 when called for service extra board Engineers will not make less than 1/6 of the weekly rate as provided for in paragraph G herein.
- P. Engineers assigned to the GEB at their option may take payment in lieu of a personal leave day on holidays described in Article 9 B.

Question: Will an engineer miss a call on the day prior to his day off if he/she is not available at 6:05 p.m.?

Answer: No (Also see Q-A 6 on page 79 of the June 3, 2002 Agreement Book)

Question: An Engineer is displaced off his regular assigned rest day and is 2nd out on the Extra Board . Will the Engineer whose rest day is changed have a seniority move coming?

Answer: Yes, only if that engineer is going to move to another assignment. If the engineer stays on the extra board his placement will still be 2nd out and he will have to move to another rest day.

Question: In the application of Article 11 D . Paragraph 4 what is meant by the term " nearest Extra Board via highway miles on the adjacent Seniority District?"

Answer: The nearest extra board via highway miles means from the location where the vacancy exists .

(Q & A from Circular Letter 26-2002, September 16, 2002)

ARTICLE 12 - APPROVAL OF APPLICATION FOR EMPLOYMENT

- A. Applications for employment as Engineer will be approved or disapproved within sixty (60) days following the day the employee first becomes qualified for and performs service as an Engineer with the Company.
- B. An application that is rejected anytime within such period will result in termination of the employee's relationship with the Company.

ARTICLE 13 - RULES/RECERTIFICATION/INSTRUCTION CLASSES

- A. Engineers who are required to attend rules, Engineer re-certification, re-certification physical, or instruction classes on their own time shall be paid actual time, except that no pay shall be required for Engineers attending remedial classes in lieu of or as part of the discipline process or as described below.
- B. Where training takes place away from the Engineer's home terminal, lodging will be provided, and the Engineer shall be entitled to allowances for meals and for travel between the home terminal and the course accommodation.
- C. Where an examination or test forms part of the training requirement, an employee is expected to meet the required standard on the first attempt. If an individual is unable to achieve the necessary standard, he will be offered additional training (without compensation) and will be afforded further opportunities to retake the examination, which must take place within ten (10) days of the first attempt and which will be on own time. An employee who fails to attain the required standard at the completion of this period, subject to an investigation, may be deemed to have disqualified himself for employment and will forfeit all seniority.
- D. Engineers who are required to attend rule, Engineer re-certification, or instruction classes during a normal tour of duty (i.e.; combined with other service) will not be paid additional compensation.
- E. Regular Engineers who lose earnings as a result of being required to attend rule, Engineer re-certification, re-certification physical, or instruction classes shall be paid for the earnings lost.
- F. Extra Engineers required to attend rule, Engineer re-certification, re-certification physical, or instruction classes will be made whole for any loss of earnings and in no case will be paid less than actual time in attendance. Engineers required at the request of the Company to attend the classes referred to herein on their assigned rest days shall be paid for such service at the rate of time and one half.

ARTICLE 14 - ON AND OFF DUTY POINT

- A. Except as provided below, Engineers shall have a designated point for going on and off duty each day. The Company will consult with the BLE Local Chairman

with jurisdiction on the respective territory prior to bulletining positions where it is proposed to change any on or off duty points.

- B. The starting time of an Engineer shall commence at the time he is required to report for duty, and his pay shall continue until the time he is tied up.
- C. When Engineers are relieved at points other than the point of going on duty, the Company shall provide transportation to the appropriate off duty point which shall be at a recognized location as designated by the Company.
- D. An Engineer operated to an away from home terminal that is not his normal away from home terminal location will be considered first-out upon completion of his legal rest. Upon the expiration of twelve hours, or sooner if available, an engineer used in this manner will only be called to deadhead or to work back to his home terminal. Upon the expiration of twelve hours, an engineer referred to herein that is not called as described shall be considered on pay until called for duty; and such time shall not be counted towards his hours of service.
- E. Except as otherwise agreed, changes will not be made in reporting and relief points until suitable wash and locker room facilities have been provided. Wash, locker, toilet facilities and hot and cold running water will be provided for Engineers on all assignments.
- F. Engineers performing service in connection with the Engineering Department (work train) may be tied up at any point away from their home terminal on any of the six (6) working days of the week and will be allowed one (1) day's pay for each calendar day so held, Engineers used in this manner will be released over Sunday, but if held subject to a call, a day's pay will be allowed.
 - 1. Engineers called to perform service as outlined herein shall remain on such assignment for its duration for up to one (1) calendar week. If such individuals are not returned to their home terminal, they shall also be provided a meal allowance and lodging.
 - 2. Service as outlined herein shall be filled from the GEB.

Question: An Extra Board Engineer is called for a work train that ties up on the road on the engineer's regular scheduled day off. Is the engineer entitled to time and one-half if he works his off day?

Answer: Yes

Question: Can a engineer refuse to work his day off while tied up on the road on a work train?

Answer: No

Question: Will the engineer that has been tied up on the road on a work train and works his regular assigned day off be entitled to 24 hours off when he ties back up at the extra board point?

Answer: No, the engineer was allowed time and one-half for working his off day.

(Q & A from Circular Letter 26-2002, September 16, 2002)

- G. Engineers who are tied up at their away from home terminal may be called for a maximum of one (1) trip from that terminal that does not return to their home terminal. When so used, the Engineer's subsequent trip, whether working or deadhead, must return to the Engineer's home terminal.

Question : Can an engineer be used on a terminal switcher at his away-from home terminal and then be tied back up at that terminal under Article 14 G?

Answer: Yes, but Article 15 Section 2 E provides that this can be done only after exhausting Article 11 D . 1 .

(Q & A from Circular Letter 26-2002, September 16, 2002)

ARTICLE 15 - CALLING FOR DUTY

Section 1 Calling

- A. An Engineer without a designated starting time shall be called not less than two (2) hours prior to the time required to report for duty, except in cases of emergency, such as floods, accidents, storms, etc., where Engineers shall be required to report as soon as possible.
- B. Engineers must designate a telephone number at which they can be reached for the purpose of being called.

Section 2 Used out of Order

- A. GEB Engineers who are available and not called in the correct order ("runaround") in accordance with the procedures in this Agreement will be paid one half (1/2) of the basic day payment in addition to any other GEB earnings.

The Union raised the concern that not all engineers have been qualified on Distributive Power (DP). As a result, Engineers that are standing first out to be called for Distributive Power trains are being runaround. It is the Union's position that such engineer's should not be runaround and they should be called in their correct order and either be provided a qualified engineer pilot or a qualified Company Officer to instruct them on the use Distributive Power. In this regard the Company commits that every effort, subject to manpower requirements, will be made to qualify.

(Explanation, Circular Letter 13/2003, March 31, 2003)

- B. There shall be no "chain" type payments and not more than one runaround payment for any particular assignment.
- C. Regular assigned Engineers not called for runs, through no fault of their own, will be paid for all time lost. If used on other assignments, money earned will be counted in computing pay for time lost (make whole). This paragraph does not constitute a guarantee.

The Union raised the issue that assigned engineers were at times operating a train other than "their assigned" train out of the away from home terminal. It was clearly understood by the parties that, due to operational circumstances, engineers may be required to operate a train at either the home and/or away from home terminal other than that advertised for their assignment. The Union raised the concern that either during or after the regular engineer's spread time, there have been times when unassigned engineers have been called to operate a train out of the away-from-home terminal ahead of the regular engineer. In this regard the parties agreed that assigned engineers should be called to operate the first available train out of the away from home terminal. In order to assist in applying the foregoing understanding, the parties also agreed to the following questions and answers:

Question 1: In the event an unassigned engineer is called ahead of the assigned engineer out of the away from home terminal, is the regular engineer being runaround?

Answer 1: No. The regular assigned engineer has a four-hour spread and if not listed goes on pay two hours after the end of the spread.

Question 2: Can a Seniority District 7 (Fulton KY) engineer who operated a train from Fulton, KY to Centralia, IL and is then tied up for rest subsequently operate a train out of Bluford, IL back to Fulton without invoking the runaround provision?

Answer 2: Yes, if there were not any rested unassigned engineers tied up at Bluford.

Question 3: Would Centralia, IL or Benton, IL GEB be due a runaround under Article 11 D if a Seniority District 7 engineer was used as described in Question 2?

Answer 3: No.

Question 4: Can a Wisconsin Central engineer perform any work on the IC/CCP other than affecting an interchange or work in connection with his own train?

Answer 4: No, although the WC engineer could perform services pertaining to his/her own train, such as set out bad orders or turn engines.

(Q & A, Circular Letter, 13/2003, March 31, 2003)

- D. The incidence of runaround claims will be reviewed in the conferences established pursuant to Article 28 in this Agreement to identify and correct any systematic problems.
- E. An engineer that operates to an away from home terminal that is the source of supply point for engineers at that location and subsequently operates a train out of that away from home terminal enroute to his home terminal will not invoke the runaround provisions outlined in Article 15, Section 2, paragraph A herein for any engineers home terminalled at that location.

- F. Trains that are tied up on line due to being overtaken by the Hours of Service Law may be re-crewed with a qualified employee from the nearest source of supply point via highway miles without penalty to the Company.

Section 3 Called and Released

When an Engineer is called, reports for duty and performs no service, and is then released prior to the expiration of ten (10) hours, he shall be allowed a minimum of one-half a day or actual time consumed, whichever is greater and returned to the bottom of the board. If the call and release service is the only service performed on that calendar day then a basic day's pay will be allowed.

Section 4 Familiarization of Territory

- A. When Engineers are required to run over any portion of the road with which they are unacquainted an Engineer qualified on that territory will be furnished as a pilot.

The Union raised the concern that not all engineers have been qualified on Distributive Power (DP). As a result, Engineers that are standing first out to be called for Distributive Power trains are being runaround. It is the Union's position that such engineer's should not be runaround and they should be called in their correct order and either be provided a qualified engineer pilot or a qualified Company Officer to instruct them on the use Distributive Power. In this regard the Company commits that every effort, subject to manpower requirements, will be made to qualify.

(Explanation, Circular Letter 13/2003, March 31, 2003)

- B. When foreign line trains are detoured over any portion of the road, and the engineer of such detoured train is not qualified to operate on the territory, an engineer qualified on that territory will be furnished as a pilot.
- C. Employees from other crafts who are certified as Locomotive Engineers may also be used to pilot trains when Locomotive Engineers are not available for this purpose.
- D. Engineers acting as pilots will be paid a minimum of a basic day.

Section 5 Supplemental Boards

Engineers desiring to make themselves available for service on the Supplemental Board on their scheduled rest day(s) shall notify Crew management in the proper form prior to or upon tie-up on the last day of their regularly assigned work week. Engineers submitting a request to be placed on the Supplemental Board will be called in seniority order. (Side letter 15)

Question: Will an engineer be able to mark to the supplemental board between the hours of 6 :01 p.m. and 12:00 a.m. on the day prior to his day off?

Answer: Yes, but the engineer is not placed to the supplemental board until 12:01 a.m.

Question: How will an engineer be placed on the supplemental board?

Answer: In seniority order Question: An engineer is called for work between 6 :01 p.m. and 12:00 a.m. on the day prior to his regular day off, would that engineer be entitled to overtime rate?

Answer: No

Question: An engineer is called off the supplemental board for an assignment that ties up at other than the home terminal . What rate of pay is the engineer due on his return trip?

Answer: Straight time rate

(Q & A from Circular Letter 26-2002, September 16, 2002)

ARTICLE 16 – MEAL PERIODS

- A. An Engineer whose assignment is bulletined to work primarily within a terminal will have, between the fifth and the seventh hour, twenty (20) uninterrupted minutes in which to eat. However, in granting Engineers time for their meal, it is with the understanding that such must not cause unnecessary interference or delay with the performance of their work or the work of other crews.
- B. Disputes arising out of the interpretation or application of this Article will not be used as the basis for time claims, but will be referred to the Committee established pursuant to Article 28 for final and binding disposition.

ARTICLE 17 - EXPENSES

Section 1 Held Away From Home Terminal

- A. A meal allowance of \$8.00 and will be payable after an engineer is held four (4) hours or more and thereafter after each additional eight (8) hours at the away from home terminal.
- B. The Company will provide suitable lodging and will be responsible for the payment of room and taxes. To be considered "suitable," at a minimum, the lodging accommodation shall be:
 - Reputable and clean;
 - Single occupancy rooms with comfortable beds with innerspring or comparable mattresses, pillows, private lavatory and bath facilities with hot and cold running water in the room;
 - Blankets, clean linen (sheets and pillow cases), soap and towels will be supplied each occupant;
 - Rooms will be cleaned and bed linen changed after each occupancy by personnel other than the occupant;

- Rooms will be cooled or heated when climatic conditions normally require such cooling or heating.
- C. When selecting regular accommodation providers the Company will consider the proximity of restaurant facilities that are open on a 24 four hour basis. The Superintendent will consult with the respective Local Chairman of the Brotherhood of Locomotive Engineers regarding changes to regular accommodation providers. If the event the parties are unable to agree to any proposed accommodation changes, the matter will be forwarded to the General Manager and the General Chairman for resolution.
- D. Except as provided for herein, when an Engineer is tied up at other than his home terminal, upon the expiration of sixteen (16) hours away from home, the individual shall be considered on pay, until called for duty, except that such time shall not be counted towards hours of service, or overtime. Should an Engineer be called for service or ordered to deadhead after such pay begins, the held away from home terminal pay ceases at the time the service or deadhead commences.
- E. This provision shall not apply to regular assignments at outlying points or to Engineers temporarily transferred or assigned to a new home terminal.
- F. The current practice of allowing Engineers to reverse their lodging will remain in effect.

Section 2 Transportation Expense

When an Engineer is required to work away from his regular assigned location, the Company will either provide transportation or reimburse the Engineer for necessary costs of transportation, which shall be at the standard driving allowance allowed by the IRS. No reimbursement will be made where the Company provides transportation. Upon approval of the Company, an Engineer will have the option of using his personal automobile in lieu of furnished transportation. An Engineer who uses his personal automobile in lieu of furnished transportation, and the distance traveled from his residence to the location required to report for work is in excess of 80 miles for the round trip, will be paid an allowance of one hour based upon the straight time hourly rate of pay in addition to the IRS standard driving allowance.

Section 3 Deadheading

Deadheading shall be paid either separate from or combined with service, in the manner least costly to the company. Where deadheading is paid separately from service, unless otherwise provided, the Engineer shall be paid a minimum of one-half day at the basic daily rate or actual time consumed, whichever is greater. If separate service deadhead is the only service performed on that calendar day a basic day's pay will be allowed for the separate service deadhead.

Section 4 Aggregate Service

Engineers may be released four (4) hours or more. If so released the Engineer will be considered on pay until called to resume duty and such release time shall not be counted towards hours of service or overtime.

ARTICLE 18 - PERSONAL LEAVE DAYS (PLD's)

- A. Engineers will be entitled to a maximum of eleven (11) PLD's for each calendar year. PLD's shall be paid at eight (8) hours at the straight time hourly rate of pay, except PLD's taken on the holidays designated in Article 9 B will be paid at ten (10) hours at the straight time hourly rate of pay.

- B. Subject to scheduling by the BLE Local Chairman or his designate, one (1) personal leave day will be granted on any day to employees subject to the jurisdiction of each GEB under the following conditions:
 - (i) The PLD's that are subject to assignment by the Local Chairman will be assigned on a first come, first served basis.

 - (ii) The BLE Local Chairman or his designated representative must give the crew callers' office at least forty-eight (48) hours' notice of the day to be observed.

 - (iii) Once the PLD is assigned by the BLE Local Chairman, it will not be changed unless requested by the BLE Local Chairman.

 - (iv) Subject to the needs of service, an Engineer scheduled for such designated PLD may lay off up to twenty-four (24) hours in advance of the day at the home terminal in order to avoid being at the away-from-home-terminal when the PLD begins.

 - (v) At locations where two or more extra boards exist and are subsequently consolidated, the Local Chairman shall schedule two PLD's in the manner provided above.

- C. Other PLD's provided for in Paragraph A. but not taken under Paragraph B. herein, upon forty-eight (48) hours' advance notice from the employee, will be scheduled with the approval of the Crew Management Center. PLD's requested and approved as provided for herein must be taken and payment will be made on the following payroll period.

- D. In situations where the number of applicants seeking PLD's exceeds the number of Engineers that can be released, the Company will approve applications on the basis of the order they were received except no application may be submitted more than six months in advance. In the event more than one application is received on the same day the most senior Engineer will have preference.

- E. Engineers who leave the service of the company during the year will have their PLD allocation reduced on a pro-rata basis to allow one PLD per each full month worked.
- F. Any PLD's provided for herein that are requested but denied by the Company and not subsequently rescheduled during the calendar year or the first quarter of the following calendar year shall be paid at the rate specified herein.

ARTICLE 19 - BEREAVEMENT LEAVE

- A. Bereavement leave of three (3) consecutive working days will be allowed in case of death of an Engineer's "natural" or "step" brother, sister, parent, child, spouse or spouse's parent. Engineer's involved will make provision for taking leave with their supervising officials in the usual manner.
- B. The three (3) days may be taken at any time beginning with the date of death and ending seven (7) days after the funeral.

ARTICLE 20 - HOLIDAYS

Engineers who are available the immediate two (2) days preceding and the immediate two (2) days following a holiday identified in Article 9, paragraph B, and who work on a holiday will be paid a holiday rate of pay of \$39.00 per hour for the first ten (10) hours worked in recognition for service performed on the holiday. All time in excess of ten (10) hours worked on the holiday will be time and one-half based on the rate outlined herein.

ARTICLE 21 - VACATION

This article is not intended to restrict any of the existing rights of the Company except as specifically provided herein.

Section 1 Entitlements

Each engineer subject to the scope of this Agreement and having continuous service and who has rendered service as identified herein, will be eligible for the following annual vacation entitlement allotted in order of seniority to be taken between January 1 and December 31:

- A. A qualifying Engineer shall be entitled to paid vacation, subject to the following:

Years of Service	Amount of Vacation	<u>Explanation</u>
New employees, if during the preceding calendar year has rendered service amounting	One (1) Week	(7) calendar days with 6 day's paid, or pay in lieu thereof, if on a 6 day assignment. If a 5 day assignment is

to 240 basic days or
equivalent hours paid

established payment will be 5 day's pay.

After 2 or more years of
cumulative compensated
service

Two (2) weeks

(14) calendar days with 12 day's paid, or
pay in lieu thereof. If a 5 day
assignment is established payment will
be 10 day's pay.

After 8 or more years of
cumulative compensated
service

Three (3) weeks

(21) calendar days with 18 day's paid, or
pay in lieu thereof. If a 5 day
assignment is established payment will
be 15 day's pay.

After 17 or more years of
cumulative compensated
service

Four (4) weeks

(28) calendar days with 24 day's paid, or
pay in lieu thereof. If a 5 day
assignment is established payment will
be 20 day's pay.

After 25 or more years of
cumulative compensated
service

Five (5) weeks

(35) calendar days with 30 day's paid, or
pay in lieu thereof. If a 5 day
assignment is established payment will
be 25 day's pay.

- B. Vacation shall be taken between January 1 and December 31; however, it is recognized that the exigencies of the service create practical difficulties in providing vacations in all instances. Due regard, consistent with requirements of the service, shall be given to the preference of the senior engineer when granting vacations. Representatives of the Company and of the BLE will cooperate in arranging vacation periods, administering vacations and releasing engineers when requirements of the service will permit. It is understood and agreed that the Company will pay vacationing engineers their vacation allowances as soon as possible after the vacation period, but the parties recognize that there may be some delay in such payments. It is understood that in any event such engineer will be paid his vacation allowance no later than the second succeeding payroll period following the date claim for vacation allowance is filed.
- C. An Engineer receiving a vacation, or pay in lieu thereof, shall be paid for each week of such vacation at 1/52 of the compensation earned by such employee during the calendar year preceding the year in which the vacation is taken, but in no event shall such pay for each week of vacation be less than five (5) minimum basic days' pay.
- D. Engineers shall perform one hundred sixty (160) days or equivalent hours of cumulative compensated service in any calendar year to qualify for vacation in the ensuing year as provided under paragraph A above. Calendar days on which an Engineer is available for service (within the meaning of Articles 11, 18, 31 32 and 33) and on which he performs no service, shall be included in the determination of qualification for vacation; also, calendar days not to exceed 45 days on which an Engineer is absent and unable to perform service because of illness or injury shall be included.
- E. Single day vacation days pursuant to Article 21 Section 3 paragraph C. shall be paid at the rate of ten (10) hours at the basic rate of pay.

- F. When submitting vacation requests, Engineers should include at least three (3) choices in case of duplicate requests. When requesting single day vacation days, requests will be granted in the same manner as prescribed by Article 18 Paragraphs B and C.
- G. If an Engineer's employment status is terminated for any reason, he shall at the time of termination be granted full vacation pay for vacation earned in the preceding year not yet granted, and vacation pay for the succeeding year if the Engineer has qualified therefore under paragraph A. If an Engineer thus entitled to vacation or vacation pay shall die, the vacation pay earned and not received shall be paid to such beneficiary as the Engineer may have designated, or in the absence of such designation, the surviving spouse, the Engineer's children, or his estate, in that order.
- H. Vacations, or allowances therefore, under two (2) or more schedules held by different organizations on the same Company shall not be combined to create a vacation of more than the maximum number of days provided for in any one of such schedules.
- I. Time off on account of vacation will not affect or offset guarantees.
- J. The absence of an Engineer on vacation with pay, as provided in this Agreement, will not be considered as a vacancy, temporary, or otherwise, in applying the bulletin rules of this Agreement.
- K. Vacations shall not be accumulated or carried over from one vacation year to another.
- (i) In the event an Engineer could potentially lose time at the end of his pending vacation period he may request approval of the Company that his vacation could be reduced in one year and adjusted in the next.
- (ii) After the vacation begins layover days during the vacation period shall be counted as a part of the vacation.
- L. The following will also be used to determine eligibility for vacation:
- Used out of order – ½ day credit;
 - Separate Service Deadheading – one (1) day credit;
 - An Engineer paid ten (10) hours under the held-away-from-home terminal rule will be credited with one 1 basic day.

Section 2 Brotherhood of Locomotive Engineers - Union Officials

Vacation qualification criteria in effect on the date of this Agreement shall continue to apply to Engineers who hold positions as General Chairmen, Local Chairmen, and State Legislative Directors ("local officials for the Brotherhood of Locomotive Engineers"). It is further understood that by providing this exclusion it is not intended that the total number of such officials covered be expanded.

Section 3 General

- A. Calendar days on which an Engineer is compensated while attending training and rules classes at the direction of the Company will be included in the determination of qualification for vacation.
- B. During a calendar year in which an Engineer's vacation entitlement will increase on the anniversary date, such Engineer shall be permitted to schedule the additional vacation time to which entitled on the anniversary date at any time during that calendar year.
- C. An Engineer may take up to one (1) week of his annual vacation in single day increments, provided, however, that such employee shall be automatically marked up for service upon the expiration of any single day vacation.
- D. Each day worked on a position not covered by this Agreement shall count as a basic day for vacation qualification purposes.
- E. Calendar days on which an Engineer assigned to an extra list is available for service and on which days he performs no service, will be included in the determination of qualification for vacation; also, calendar days, not in excess of forty-five (45), on which an Engineer is absent from and unable to perform service because of sickness or injury received on duty will be included.
- F. All guarantee compensation paid to extra Engineers shall be considered as service for vacation pay and qualification days.
- G. Where an Engineer is discharged from service and subsequently reinstated without loss of seniority and/or benefits, service performed prior to discharge and subsequent to reinstatement shall be included in the determination of qualification for vacation during the following year. Engineer's restored to service will be credited for all time paid for entitlement purposes.
- H. In instances where employee's who have become members of the Armed Forces of the United States return to the service of the Company in accordance with the Veterans Re-Employment Rights Act (8 USC Title 38 §2021-2027), as amended from time to time, time spent by such employee's in the Armed Forces subsequent to their employment by the Company will be credited as qualifying service in determining the length of vacations for which they may qualify upon their return to the service of the Company.

ARTICLE 22 - BENEFITS

Section 1 Health & Welfare

Effective September 1, 2002, employees coming under the scope of this Agreement, along with their dependents, if any, will become participants in a Preferred Provider Organization (PPO), described in "**Attachment A**" to this Agreement summarizing Medical, Dental and Vision benefits.

Section 2 Short Term Disability

- A. Effective with the implementation of this Agreement, the Company will continue the Short Term Disability Insurance benefit originally effective January 1, 1998, and shall continue to obtain group short term disability income insurance and life insurance benefits for each Engineer covered under this Agreement.
- B. Such insurance, as described above, will be in the amounts of 60% of earnings to a maximum of \$546.00 weekly income benefits. The conditions for the short-term disability income insurance will be as described in **“Attachment B”** to this Agreement.

Section 3 Life Insurance

An Engineer's maximum life insurance coverage is \$50,000. Engineers requiring assistance concerning the foregoing may contact a Human Resources Representative for further information.

Section 4 Other

Accidental Death Insurance - An Engineer's maximum coverage is \$50,000. Employees requiring assistance concerning the foregoing may contact a Human Resources Representative for further information.

Section 5 Off Track Vehicle Accident Benefits

The parties agree to maintain the current off track vehicle accident benefits as provided in the July 26, 1978 BLE Mediation Agreement.

Section 6 Stock Purchase Plan

The Company will maintain for the benefit of Engineers covered by this Agreement a stock purchase plan, which may be changed from time to time provided such changes are applicable to Company employees generally.

Section 7 Employee Assistance Program

The Company will maintain for the benefit of Engineers covered by this Agreement an Employee Assistance Program, which may be changed from time to time provided such changes are applicable to Company employees generally.

Section 8 401K Plan

- A. Effective the date of this Agreement, the company will maintain a 401 (k) plan for Engineers covered by this Agreement. Under the plan, for the first four percent (4%) of an employee's salary contributed, the company will contribute \$.25 for each \$1.00

contributed by the employee. The Engineer may contribute an amount above 4%, up to the maximum legal amount with no company participation.

- B. The company will be responsible for all costs of establishing the plan, including the making of payroll deductions and payments of withheld wages to the trustee. The employee will be responsible for all costs of services in connection with the operation of the 401 (k) plans.

ARTICLE 23 - PHYSICAL EXAMINATIONS

Engineers covered by this Agreement may be required to take medical examinations by the Company's physician at the Company's expense. Examinations will take place on the individual's own time. If the medical examination must take place outside the Engineer's terminal, the individual will be allowed payment for meals and travel.

ARTICLE 24 - MEDICAL DISQUALIFICATIONS

- A. If an Engineer is found to be medically disqualified by the Company's physician and the Engineer is of the opinion that his condition does not justify removal from the service or restriction of his rights to service, appeal will be made to the designated officer of the Company for a joint medical board to be established.
- B. The Engineer involved, or his representative will select a physician to represent him and the Company will select a physician to represent it (who may be the original examining physician) in conducting a further medical examination. If the two physicians thus selected agree, the conclusion reached by them as to the individual's medical condition will be final.
- C. If the two physicians selected do not agree as to the medical condition of such individual, they will select a third physician to be agreed upon by them, who shall be a practitioner of recognized standing in the medical profession and a specialist in the disease or ailment from which the individual is alleged to be suffering. The three physicians thus selected will examine the Engineer and render a report with reasonable promptness setting forth his physical condition and their opinion as to his fitness to continue service in his regular employment, which shall be accepted as final. Should the decision be adverse to the individual, and it later appears through medical findings that his condition has improved, a re-examination by the Company's physician will be arranged after a reasonable interval upon the request of the Engineer or the Union.
- D. The Company and the Engineer will each pay for the costs of their chosen physician and share equally in paying the costs of the third physician.
- E. If an Engineer has been out of active service for more than ninety (90) days, before resuming service he will be required to pass a physical examination (including drug and alcohol testing) before being permitted to return to duty.

- F. If for any other reason related to Company service, an Engineer is required to take a medical examination the expense of that examination shall be borne by the Company.

ARTICLE 25 - PAYDAY

Engineers shall be paid on a bi-weekly basis by direct deposit. Adjustments to an Engineer's pay will be processed not later than the pay period following the reported time.

ARTICLE 26- PAYROLL AND DEDUCTIONS

- A. Payroll payments will be made only to a direct checking and/or savings deposit account as specified by the Engineer. Such employees will have sixty (60) days to establish a direct deposit account at a financial institution recognized by the Company as able to accept direct deposits.
- B. Payroll deductions are available to all permanent full-time Engineers who execute a suitable written deduction authorization for the following purposes:
- Periodic Union dues, agency fees and assessments included in, monthly dues (not including fines and penalties) payable to the Union.
 - Other purposes as from time to time designated by the Company.

ARTICLE 27 - UNION SHOP AGREEMENT

- A. Subject to the terms and conditions below, all employees of the Company subject to this Agreement shall, as a condition of their continued employment under this Agreement, become members of the BLE within sixty (60) calendar days of the date they first perform compensated service under this Agreement, and shall maintain membership in good standing in the BLE while subject to this Agreement; provided, however, that this requirement for membership in the BLE shall not be applicable to:
1. Those to whom membership is not available upon the same terms and conditions as are generally applicable to any other member;
 2. Those to whom membership has been denied or terminated for any reason other than the failure of the employee to tender the periodic dues, initiation fees and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership in the Union;
 3. Those who are members of another labor organization as permitted by Section 2, Eleventh (c) of the Railway Labor Act, as amended; or,
 4. Those who elect not to join the Union, in which case they shall be required to remit to the Union a monthly agency fee which shall not be in excess of the standard monthly dues required of members.

- B. Engineers, who are assigned or transferred for a period of thirty (30) calendar days or move to employment not covered by such Agreement, or who are on leave of absence for a period of thirty (30) calendar days or more, shall not be required to maintain membership as provided in this Rule so long as they remain in such other employment, or on such leave of absence, but they may do so at their option. If and when such employees return to service covered by this Agreement, they shall comply with the provisions of this Rule within thirty (30) calendar days of such return to service.
- C. An Engineer whose membership in the BLE is suspended because of furlough or off duty illness or injury for a period of thirty (30) calendar days or more, shall be granted upon his return to service under this Agreement, a period of thirty (30) calendar days to comply with this Rule.
- D. Every Engineer required by the provisions of this Rule to become and remain a member of the BLE shall be considered by the Company to be a member of the BLE unless the Company is advised to the contrary in writing by the BLE. The BLE shall be responsible for initiating action to enforce the terms of this Rule.
- E. The BLE shall furnish to the Company, in writing, the name and roster number of each Engineer whose seniority and employment the BLE requests be terminated by reason of failure to comply with the membership requirements of this Rule.
- F. In the event the Company wishes to dispute the correctness of the BLE 's position, it shall so notify the BLE within ten (10) calendar days of receipt of the notice from the latter, stating the reasons therefore. If, (1) no such exception is taken by the Company, or (2) the BLE does not withdraw its request within ten (10) calendar days from the date of the notice of exception, the Company shall transmit to the Engineer at his last known address, through registered United States Mail, return receipt requested, a copy of the BLE 's request, accompanied by an explanatory letter, a copy of which shall be furnished the BLE.

ARTICLE 28 - HANDLING OF CLAIMS AND GRIEVANCES

Section 1 Representation

- A. The Brotherhood of Locomotive Engineers shall have the exclusive right to represent all engine service employees (other than those who are represented exclusively by another labor organization) in company level grievance, claim and disciplinary proceedings on those Companies on which the BLE is the lawfully recognized or certified collective bargaining representative for that craft.
- B. The General Committee of Adjustment, Brotherhood of Locomotive Engineers, will represent all locomotive Engineers in the making of contracts, rates, rules, working agreements and interpretations thereof.
- C. It is agreed that the dividing line of jurisdiction to control craft conditions is at the point of entry into the one craft or the other.

- D. It is agreed that, absent the concurrence of the General Chairman of the BLE, the Company will not treat with a representative of any other organization concerning an interpretation or change of any rule, benefit or working condition subject of this Agreement.
- E. All disputes involving Locomotive Engineers will be handled in accordance with the provisions of this Agreement as interpreted by the BLE General Committee and the Company.
- F. In matters pertaining to discipline, or other questions not affecting changes in Engineers' contract, the officials of the Company reserve the right to meet any of their employees either individually or collectively.

Section 2 Handling of Claims and or Grievances

- A. All claims or grievances must be presented in writing by the Engineer involved, or on behalf of the Engineer by his Local Chairman, to the officer of the Company authorized to receive same within sixty (60) days from the date of occurrence on which the claim or grievance is based. Should any such claim or grievance be disallowed, the Company shall, within sixty (60) days from the date it is received, notify the Engineer or his Local Chairman in writing of the reason(s) for such disallowance. Should the Company fail to issue timely declination of the claim or grievance, it will be allowed as entered, however such allowance will not constitute a precedent for other similar claims or grievances.
- B. Claims declined at the local level and selected for further handling by the BLE Local Chairman will be appealed, with all pertinent facts, to the Company's Director - Human Resources, or designate, within sixty (60) days following local declination; otherwise they will be barred from further handling.
- C. Should any such appeal be disallowed, the Company shall, within sixty (60) days from the date it is received, notify the Local Chairman in writing of the reason(s) for such disallowance. Should the Company fail to issue timely declination of the appeal, the claim or grievance will be allowed, however such allowance will not constitute a precedent for other similar claims or grievances.
- D. The Labor / Management Resolution Committee will meet quarterly during the months of January, April, July, October as mutually agreed, to review and resolve outstanding Engineer time claims and grievances.
- E. Claims and grievance appeals disallowed by the Company will be barred from further handling unless, not less than thirty (30) days prior to the next scheduled quarterly meeting date, the General Chairman lists existing unresolved grievances to the Committee.
- F. The Committee will consider the entire record of each dispute submitted to it. Decisions made pursuant to this process will be written by the Company within forty-five (45) days of the meeting date and will represent the final and binding decision on such grievances. The handling of claims and grievances by the Committee will constitute any "conference" prerequisite to submission of disputes to a public law board tribunal established pursuant to law or by agreement.

G. In the event that a majority of the Committee does not agree on the resolution of a particular grievance, either party may initiate proceedings before a tribunal established pursuant to law or by agreement within six months of the Committee's written decision having been rendered.

Time Claims:

The employee or his representative for the initial claim or grievance under Section 2 A submits time claims to the Superintendent within 60 days of the date of occurrence.

Step 1: In the event the claim or grievance is disallowed the BLE Local Chairman may appeal the matter to the Superintendent . The Superintendent, or designate, has 60 days from receipt of the grievance to pay or decline the claim . Within 60 days from the date received, the BLE Local Chairman will be notified of payment or disallowance .

Step 2: Claims declined under Section 2 B may be appealed by the BLE General Chairman to the Company's Director Human Resources, or designate, within 60 days. The Director Human Resources, or designate, has 60 days from receipt of the grievance to pay or decline the claim . Within 60 days from the date received the BLE Local Chairman will be notified of payment or disallowance.

Step 3: The BLE General Chairman will list any claims or grievances with the Director - Labor Relations 30 days before the next scheduled Labor/Management Meeting under Section 2 D and E .

Step 4: Any unresolved disputes subsequent to the Labor/Management Resolution Committee meeting may be advanced before a tribunal established pursuant to law or agreement.

Discipline:

Step 1: The BLE Local Chairman has 60 days to resolve the issue locally with the Superintendent, or designate.

Step 2: In the event the matter remains unresolved between the Superintendent, or designate, and BLE Local Chairman the General Chairman has 180 days from the date the discipline was assessed to present an appeal to the Director Human Resources . The Director Human Resources, or designate, has 60 days from receipt of the grievance to respond to the claim.

Step 3: The BLE General Chairman will list unresolved grievances with the Director - Labor Relations 30 days prior to the next scheduled Labor/Management Meeting under Section 2 D and E .

General: Claims and grievance appeals disallowed by the Company will be barred from further handling unless, not less than thirty (30) days prior to the next scheduled quarterly meeting date, the General Chairman lists existing unresolved grievances to the Committee. The Committee will consider the entire record of each dispute submitted to it . Decisions made pursuant to this process will be written by the Company within forty-five (45) days

of the meeting date and will represent the final and binding decision on such grievances. The handling of claims and grievances by the Committee will constitute any "conference" prerequisite to submission of disputes to a public law board tribunal established pursuant to law or by agreement.

(Changed per Circular Letter 26-2002, September 16, 2002)

ARTICLE 29 - INVESTIGATIONS AND DISCIPLINE

- A. No Engineer shall be disciplined without a fair hearing (investigation) by an officer of the Company. At least twenty-four (24) hours prior to the hearing, the employee will be apprised of the charge against him. He shall have reasonable opportunity to secure the presence of necessary witnesses, and he shall have the right to be represented by a fellow employee or by an accredited representative or member of the Brotherhood of Locomotive Engineers.
- B. When not inconvenient to the Company and to other employees, investigations will be held at such times, if possible, as to avoid holding Engineers out of service to be present at the investigation. Postponements will be granted to either party upon a reasonable showing of a need.
- C. Investigations ordinarily will be held within fifteen days of the time the carrier has sufficient knowledge of the incident to be investigated to conduct an investigation. Engineers will be advised of decision within fifteen days after the investigation.
- D. Should any Engineer subject to this Agreement consider that he has been unjustly dealt with, he shall have the right of appeal as provided in Article 28, herein. In case of dismissal or suspension, which is later found to be unjust, the Engineer so disciplined will be reinstated with seniority rights unimpaired and paid for all time lost.
- E. A true and correct transcript will be taken of all hearings or investigations held under this Article and the Engineer involved or his representative shall be furnished a copy of same upon request if discipline is assessed him. At an investigation, an Engineer or his representative shall have the right to record, at his expense, the investigation proceedings on a recording device. This provision will not be used to delay or postpone the investigation proceedings.
- F. Letters of caution or warning are not discipline. Should the Engineer dispute the validity of the warning, he has the right to request a fair hearing as provided in paragraph 1 provided he does so within fifteen days of the letter. If the hearing reveals that the letter is unjust, it shall be removed from his record. Discipline, if any, must be assessed within fifteen days of the hearing. If the Engineer is dissatisfied with the decision, he may appeal as provided in Article 28, herein.

ARTICLE 30 - TIME OFF FOR UNION BUSINESS

- A. An Engineer who is elected or appointed to a full time position with the Brotherhood of Locomotive Engineers shall be granted an unpaid leave of absence for the duration of time he holds such position.

- B. Engineers serving on committees (inclusive of those serving on safety committees as representatives of the Brotherhood of Locomotive Engineers) will, upon sufficient notice, be granted time off without pay, consistent with the needs of service, to perform committee work. Engineers off as outlined herein will not be subject to the provisions of Article 11 Paragraph E. 1.

ARTICLE 31 - ATTENDING COURT AND INQUESTS

Engineers who are required to attend court or inquests on behalf of the Company shall be made whole for lost wages, or be paid for actual time in attendance.

ARTICLE 32 - LEAVE OF ABSENCE

Section 1 General

- A. Engineers shall not be expected to work when sick, but in case of being compelled to lay off on account of sickness of themselves, or family, should in some manner notify the proper authority of their inability to protect the service requirements of the Company.
- B. When an Engineer on a regularly assigned run lays off for any cause, he must be available for duty at least three hours before the bulletined spread time or starting time of the assignment.
- C. The General Chairman will be furnished a copy of each leave of absence granted to Engineers.
- D. Engineers may return to work prior to the expiration of a leave of absence when there is no other prohibition.
- E. Engineers who do not return to service at the expiration, of their leave of absence, and who have not submitted application for an extension thereof, will be notified that they are absent without permission and such notice will instruct them to return to service or to satisfactorily account for their absence within 15 days or forfeit seniority as Engineer. Engineers who forfeit their seniority as a result of the provisions outlined herein will have their employment relationship with the Company terminated. A copy of the notice to the absent Engineer will be furnished to the Local Chairman and General Chairman of the Brotherhood of Locomotive Engineers on the territory concerned. It is understood that this Agreement does not prejudice the provisions of schedule agreements relating to protests against changes in seniority rosters.

Section 2 Less Than 1 Year

Engineers may, upon written application to their employing officer, be granted leave of absence for a period or periods not to exceed one year. Extensions to the one year period

may be granted when agreed to by the Company and the General Chairman of the Brotherhood of Locomotive Engineers.

Section 3 Illness / Injury

- A. In the event of absence occasioned by illness or injury, Engineers will be granted leave of absence automatically upon presentation of written application accompanied by appropriate substantiating medical evidence. Such automatic leaves will not be for a period of more than one year, and extensions thereof will require a new application and further substantiating medical evidence. In case the employing officer and/or the General Chairman are not satisfied that the illness or injury is bona fide, additional evidence may be required to establish same to their satisfaction.
- B. Provided return to service is approved by Chief Medical Officer, Engineers who have been injured on duty shall be permitted to return to work without signing a release.

Section 4 Official / Military

Engineers accepting official positions with the CN/IC Railroad or the Brotherhood of Locomotive Engineers will retain their seniority while holding such position, the same as if continuously in engine service. Engineers elected or appointed to public office may be granted leave of absence for the duration of their term of office or appointment. Engineers in military service will be granted leave of absence in compliance with applicable law.

ARTICLE 33 - JURY DUTY

When an Engineer is summoned for jury duty and loses time from his assignment as a result thereof, he shall be paid for actual time lost with a maximum of a basic day's pay at the straight time rate of his position for each calendar day lost less the amount allowed him for jury service for each such day, excepting allowances paid by the court for meals, lodging or transportation, subject to the following qualification requirements and limitations:

- (i) An Engineer must furnish the Company with a statement from the court of jury allowances paid and the days on which jury duty was performed.
- (ii) The number of days for which jury duty shall be paid is limited to a maximum of 60 days in any calendar year.
- (iii) No jury duty pay will be allowed for any day as to which the Engineer receives vacation pay.

ARTICLE 34 - BULLETIN BOARDS

The Company shall provide space on bulletin boards at all home terminals to post notice of union business, provided that such notice(s) shall not include any defamatory or anti-Company material.

ARTICLE 35 - CREW CALLING RECORDS

The Company shall provide each Local Chairman and the General Chairman with access in the Crew Calling Computer system that enables them to research calling records and history.

ARTICLE 36 - GENERAL PROVISIONS

- A. The purpose of this Agreement is to fix the general level of compensation and rules covering working conditions through August 1, 2005 and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.
- B. Neither party to this Agreement shall serve prior to March 31, 2005, any notice or proposal for the purpose of modifying, adding to, or deleting from the provisions of this Agreement to become effective prior to August 1, 2005.
- C. The above provisions do not prohibit the parties from reaching agreements on any subject that may be mutually beneficial and agreeable.
- D. This Agreement is effective on August 1, 2002. At such time all other Agreements in effect between the parties are considered null and void, and this Agreement is the only Agreement in effect between the parties.

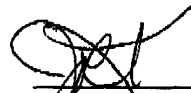
Signed this 3rd day of June 2002, at Tampa, Florida.

FOR THE CANADIAN NATIONAL
RAILWAY

FOR THE BROTHERHOOD
OF LOCOMOTIVE ENGINEERS



M.W. Becker
Director Labor Relations




J.R. Koonce
General Chairman

Approved:

K. A. Madigan
V.P. - Human Resources
Vice President U.S. Operations

Approved:



R. K. Radek
International Vice President

T. Goodwine
General Manager Midwest Division

Side Letter 1



Human Resources Department

**Canadian National / Illinois Central
455 North Cityfront Plaza Drive
Chicago, Illinois 60611-5504**

312-755-7600

June 3, 2002

Mr. J. R. Koonce
General Chairman
Brotherhood of Locomotive Engineers
5909 Shelby Oaks Drive – Suite #139
Memphis, TN 38134 - 7318

Dear Mr. Koonce,

The following confirms our discussion during the just concluded negotiations that resulted in the June 3, 2002 Hourly Rated Agreement.

The Union recognized that the Hourly Rated Agreement is founded on the principle of paying for Engineers' time on an all-inclusive basis and contemplates that in order for the operation to be successful, individuals will perform all duties requested of them, subject to the provisions contained herein. It was also recognized that this Agreement is not intended to restrict the right of the Company to operate productively. As a result of the new concepts contained within this Agreement, the Union wanted assurances that in the event the Agreement did not meet its desired expectations either party would have the opportunity to consider reverting back to the existing working conditions and Agreement provisions in effect prior to its implementation.

The Company assured the Union that it is confident that this new Agreement will meet the expectations of the parties and that with the implementation of the Labor Management Committee any issues raised will be resolved to mutual satisfaction. However, in order to alleviate any concerns raised by the Union, the Company is agreeable to including a reversion clause to this Agreement. As a result, the parties agree that ninety (90) days prior to March 31, 2005 either party may provide written notice of its intent to reinstate the Collective Agreement provisions and working conditions that were in effect prior to the effective date of this Agreement (Reversionary Provisions). In the event either party provides

Side Letter 1
June 3, 2002

written notice, the rates in effect as of June 30, 2001 will be reinstated and adjusted to reflect a 3% GWI from July 1, 2001 and each succeeding year including July 1, 2004.

I trust the foregoing addresses your concerns on this matter.

Yours truly,

M. W. Becker
Director Labor Relations

I concur: _____

J.R. Koonce
General Chairman

Side Letter 2



Human Resources Department

**Canadian National / Illinois Central
455 North Cityfront Plaza Drive
Chicago, Illinois 60611-5504**

312-755-7600

June 3, 2002

Mr. J. R. Koonce
General Chairman
Brotherhood of Locomotive Engineers
5909 Shelby Oaks Drive – Suite #139
Memphis, TN 38134 - 7318

Dear Mr. Koonce,

The following confirms our discussion during the just concluded negotiations that resulted in the June 3, 2002 Hourly Rated Agreement concerning air conditioning on locomotive cabs.

One of the Union's demands during the current round of negotiations concerned the equipping of road locomotives with air conditioning. Except for locomotives that will be phased out in the next several years, this will confirm the Company's intent to order new road locomotives with air conditioning and equip the existing locomotive fleet with air conditioning at a ratio of ten (10 %) percent per year commencing January 1, 2003. Until such time as all locomotives are equipped with air conditioning, when practicable, locomotives so equipped will be dispatched at the originating terminal in the lead position.

The Company will provide the General Chairman with a list of locomotives equipped with air conditioning each year. It is also understood that in the application of this side letter the Union will not submit any claims.

I trust the foregoing addresses your concerns on this matter.

Yours truly,

I concur: _____

M. W. Becker
Director Labor Relations

J.R. Koonce
General Chairman

Side Letter 3



Human Resources Department

**Canadian National / Illinois Central
455 North Cityfront Plaza Drive
Chicago, Illinois 60611-5504**

312-755-7600

June 3, 2002

Mr. J. R. Koonce
General Chairman
Brotherhood of Locomotive Engineers
5909 Shelby Oaks Drive – Suite #139
Memphis, TN 38134 - 7318

Dear Mr. Koonce,

The following confirms our discussion during the just concluded negotiations that resulted in the June 3, 2002 Hourly Rated Agreement concerning the application of Article 8, Section 1 - Regular Assignments and Extra Boards.

During our discussions the Union expressed a concern that subsequent to the implementation of this Agreement the Company will not maintain the same ratio of regular assignments that were in effect prior to the implementation of the Hourly Rated Agreement.

In an effort to alleviate the Union's concerns on this issue the Company reaffirmed its intent, notwithstanding unforeseen changes in customer service requirements, to not only maintain but to increase the ratio of positions in assigned service as a result of the operational efficiencies anticipated with the implementation of the Hourly Rated Agreement.

I trust the foregoing addresses your concerns on this matter.

Yours truly,

I concur: _____

M. W. Becker
Director Labor Relations

J.R. Koonce
General Chairman

Side Letter 4



Human Resources Department

**Canadian National / Illinois Central
455 North Cityfront Plaza Drive
Chicago, Illinois 60611-5504**

312-755-7600

June 3, 2002

Mr. J. R. Koonce
General Chairman
Brotherhood of Locomotive Engineers
5909 Shelby Oaks Drive – Suite #139
Memphis, TN 38134 - 7318

Dear Mr. Koonce,

The following confirms our discussion during the just concluded negotiations that resulted in the June 3, 2002 Hourly Rated Agreement.

During our discussions the parties discussed the potential of a change in the federal regulations and/or statutes governing the hours of service in the railroad industry. The parties have agreed that in the event the Company is mandated to reduce an Engineer's hours of service to less than the ten (10) hour basic day outlined in Article 5 of the Agreement, either party may invoke the reversionary provisions outlined in Side Letter 1.

In advance of invoking the reversionary provisions outlined in Side Letter 1, the parties will to meet to review the impact of such change. Within thirty (30) days after such meeting, either party may invoke the reversionary provisions outlined in Side Letter 1.

I trust the foregoing reflects our discussions on this matter.

Yours truly,

M. W. Becker
Director Labor Relations

I concur: _____

J.R. Koonce
General Chairman

Side Letter 5



Human Resources Department

**Canadian National / Illinois Central
455 North Cityfront Plaza Drive
Chicago, Illinois 60611-5504**

312-755-7600

June 3, 2002

Mr. J. R. Koonce
General Chairman
Brotherhood of Locomotive Engineers
5909 Shelby Oaks Drive – Suite #139
Memphis, TN 38134 - 7318

Dear Mr. Koonce,

The following confirms our discussion during the just concluded negotiations that resulted in the June 3, 2002 Hourly Rated Agreement.

During our discussions the parties recognized that the modification of the former Seniority Districts may have an impact on the allocation of former Consolidated Seniority Districts. The Union raised concerns that employees with former consolidated district seniority may not have the opportunity to positions they would have prior to this Agreement. As a result, the parties agreed that all positions assigned to former consolidated District employees would be identified as such and these positions will determine the formula to be used on a percentage basis for allocation of such assignments.

The respective Local Chairmen and the Company may meet as mutually agreed to review the allocation formula referred to herein. The Labor Management Committee will review all future issues concerning allocation.

I trust the foregoing reflects our discussions on this matter.

Yours truly,

M. W. Becker
Director Labor Relations

I concur: _____
J.R. Koonce
General Chairman

Side Letter 6



Human Resources Department

Canadian National / Illinois Central
455 North Cityfront Plaza Drive
Chicago, Illinois 60611-5504

312-755-7600

June 3, 2002

Mr. J. R. Koonce
General Chairman
Brotherhood of Locomotive Engineers
5909 Shelby Oaks Drive – Suite #139
Memphis, TN 38134 - 7318

Dear Mr. Koonce,

The following confirms our discussion during the just concluded negotiations that resulted in the June 3, 2002 Hourly Rated Agreement regarding work ownership issues related to any potential future introduction of remote control technology by the Company.

In consideration of the protections provided for in Article 6 of the Agreement, the Union acknowledges that the Company may operate remote technology with any person designated by the Company.

I trust the foregoing reflects our discussions on this matter.

Yours truly,

M. W. Becker
Director Labor Relations

I concur: _____
J.R. Koonce
General Chairman

Side Letter 7



Human Resources Department

Canadian National / Illinois Central
455 North Cityfront Plaza Drive
Chicago, Illinois 60611-5504

312-755-7600

June 3, 2002

Mr. J. R. Koonce
General Chairman
Brotherhood of Locomotive Engineers
5909 Shelby Oaks Drive – Suite #139
Memphis, TN 38134 - 7318

Dear Mr. Koonce,

The following confirms our discussion during the just concluded negotiations that resulted in the June 3, 2002 Hourly Rated Agreement regarding overcoming a temporary shortage of Engineers. In this regard the parties agreed to the following:

Positions will be advertised seven (7) days in advance of an anticipated temporary shortage of Engineers at a specific location(s), initially to employees on the adjacent Seniority District(s). In the event applications are not received from employees in the initial step, then the shortage positions will be advertised to employees on all Seniority Districts. Applicants will be selected based upon seniority and the requirements of service at the applicant's home terminal, qualifications being equal.

Successful applicants will be required to protect service at the shortage location for a minimum of thirty (30) days unless released by the Company. This time frame may be extended as mutually agreed. Applicants who remain on the working board for the five (5) work days and fully protect the Company's service requirements will be provided the following:

1. Company lodging at the shortage location and an all-inclusive daily meal allowance of \$20.00.
3. In lieu of Company provided transportation and the standard driving allowance, the Company will reimburse the Engineer a weekly allowance of \$150.00 for transportation costs.

4. No reimbursement for travel will be made where the Company provides transportation
4. Two consecutive assigned rest days will be provided which will be applied in the manner outlined in Article 11 A.

The serving of a ten (10) day written notice of cancellation by either party shall terminate the provisions of this side letter.

I trust the foregoing reflects our discussions on this matter.

Yours truly,

M. W. Becker
Director Labor Relations

I concur: _____
J.R. Koonce
General Chairman

Side Letter 8



Human Resources Department

Canadian National / Illinois Central
455 North Cityfront Plaza Drive
Chicago, Illinois 60611-5504

312-755-7600

June 3, 2002

Mr. J. R. Koonce
General Chairman
Brotherhood of Locomotive Engineers
5909 Shelby Oaks Drive – Suite #139
Memphis, TN 38134 - 7318

Dear Mr. Koonce,

The following confirms our discussion during the just concluded negotiations that resulted in the June 3, 2002 Hourly Rated Agreement wherein the Union raised concern that there may be instances where Engineers could be called to operate over unfamiliar territory.

It is recognized that this Agreement may require Engineers to operate trains over portions of subdivisions with which the Engineer may not be familiar. As a result, the parties agreed that it is in their best interests to qualify all Engineers on territories upon which they may be required to operate. In this regard efforts will be made to provide pilots, as required, to qualify all Engineers soon as practicable to ensure all supply points maintain an adequate number of qualified Engineers.

I trust the foregoing reflects our discussions on this matter.

Yours truly,

M. W. Becker
Director Labor Relations

I concur: _____
J.R. Koonce
General Chairman

Side Letter 9



Human Resources Department

**Canadian National / Illinois Central
455 North Cityfront Plaza Drive
Chicago, Illinois 60611-5504**

312-755-7600

June 3, 2002

Mr. J. R. Koonce
General Chairman
Brotherhood of Locomotive Engineers
5909 Shelby Oaks Drive – Suite #139
Memphis, TN 38134 - 7318

Dear Mr. Koonce,

The following confirms our discussion during the just concluded negotiations that resulted in the June 3, 2002 Hourly Rated Agreement regarding the inclusion of a Cost of Living Allowance. In this regard the parties agreed that the following criteria, commonly called a "Harris COLA," will be used in the event the parties are unable to reach an Agreement pursuant to the provisions outlined in Article 36 of this Agreement prior to January 1, 2006:

A cost-of-living allowance shall be payable in the manner set forth in and subject to the provisions of this article on the basis of the "Consumer Price Index for Urban Wage Earners and Clerical Workers (Revised Series) (CPI-M" (1967-100), U.S. Index, all items - unadjusted, as published by the Bureau of Labor Statistics, U.S. Department of Labor, and hereinafter referred to as the CPI. The first such cost-of-living allowance shall be payable effective January 1, 2006 based on the CPI for March 2005 as compared with the CPI for September 2005.

I trust the foregoing reflects our discussions on this matter.

Yours truly,

M. W. Becker
Director Labor Relations

I concur: _____
J.R. Koonce
General Chairman

Side Letter 10



Human Resources Department

**Canadian National / Illinois Central
455 North Cityfront Plaza Drive
Chicago, Illinois 60611-5504**

312-755-7600

June 3, 2002

Mr. J. R. Koonce
General Chairman
Brotherhood of Locomotive Engineers
5909 Shelby Oaks Drive – Suite #139
Memphis, TN 38134 - 7318

Dear Mr. Koonce,

The following confirms our discussion during the just concluded negotiations that resulted in the June 3, 2002 Hourly Rated Agreement.

The parties recognize that this Agreement is subject to final review and approval by the Executive Officers of each respective party. Upon obtaining approval, the Union agrees to conclude the ratification process in, connection with this Agreement no later than July 19, 2002. The Union will advise the Company no later than July 19, 2002 of the outcome of the ratification process.

I trust the foregoing reflects our discussions on this matter.

Yours truly,

M. W. Becker
Director Labor Relations

I concur: _____
J.R. Koonce
General Chairman

Side Letter 11



Human Resources Department

**Canadian National / Illinois Central
455 North Cityfront Plaza Drive
Chicago, Illinois 60611-5504**

312-755-7600

June 3, 2002

Mr. J. R. Koonce
General Chairman
Brotherhood of Locomotive Engineers
5909 Shelby Oaks Drive – Suite #139
Memphis, TN 38134 - 7318

Dear Mr. Koonce,

The following confirms our discussion during the just concluded negotiations that resulted in the June 3, 2002 Hourly Rated Agreement.

The Company and the Brotherhood of Locomotive Engineers, in an effort to promote the stability of labor/ management relations and to provide for the prompt and efficient disposition of all grievances, agree to resolve all non-disciplinary claims on record as of the effective date of this Agreement in the manner set forth below.

The Union agrees to withdraw without prejudice the claims referred to above. The Company agrees to settle these claims by making a full and final lump sum payment of \$240,000.00 to the Union for distribution as appropriate to affected employees within thirty (30) days of the effective date of the Agreement.

If the foregoing accurately reflects our discussions and understanding, please indicate your concurrence and return one copy to the undersigned.

I trust the foregoing reflects our discussions on this matter.

Yours truly,

M. W. Becker
Director Labor Relations

I concur: _____
J.R. Koonce
General Chairman

Side Letter 12



Human Resources Department

**Canadian National / Illinois Central
455 North Cityfront Plaza Drive
Chicago, Illinois 60611-5504**

312-755-7600

June 3, 2002

Mr. J. R. Koonce
General Chairman
Brotherhood of Locomotive Engineers
5909 Shelby Oaks Drive – Suite #139
Memphis, TN 38134 - 7318

Dear Mr. Koonce,

The following confirms our discussion during the just concluded negotiations that resulted in the June 3, 2002 Hourly Rated Agreement concerning the Union's request that the Company provide the protective benefits stipulated in Article 6 to employees not currently qualified as locomotive Engineers.

This will confirm that the Company is prepared to afford the protective benefits stipulated in Article 6 of the Agreement to employees who qualify as Locomotive Engineers subsequent to the date of this Agreement upon their completion of 60 months of cumulative compensated service as a Locomotive Engineer under this Agreement. Cumulative compensated service is defined as all time the employee is assigned to an Engineer position.

I trust the foregoing reflects our discussions on this matter.

Yours truly,

M. W. Becker
Director Labor Relations

I concur: _____
J.R. Koonce
General Chairman

Side Letter 13



Human Resources Department

**Canadian National / Illinois Central
455 North Cityfront Plaza Drive
Chicago, Illinois 60611-5504**

312-755-7600

June 3, 2002

Mr. J. R. Koonce
General Chairman
Brotherhood of Locomotive Engineers
5909 Shelby Oaks Drive – Suite #139
Memphis, TN 38134 - 7318

Dear Mr. Koonce,

The following confirms our discussion during the just concluded negotiations that resulted in the June 3, 2002 Hourly Rated Agreement.

In the event the Company elects to operate runs through an existing terminal that results in the elimination of 75% of the work at such terminal, consistent with the provisions of this Agreement, the Company may provide New York Dock style relocation assistance to those Engineers identified by such terminal elimination.

In the application of the foregoing, the parties agree to meet and review the operational changes referred to herein, and if necessary negotiate the application of any New York Dock style relocation assistance provisions referred to.

I trust the foregoing reflects our discussions on this matter.

Yours truly,

M. W. Becker
Director Labor Relations

I concur: _____
J.R. Koonce
General Chairman

Side Letter 14



Human Resources Department

**Canadian National / Illinois Central
455 North Cityfront Plaza Drive
Chicago, Illinois 60611-5504**

312-755-7600

June 3, 2002

Mr. J. R. Koonce
General Chairman
Brotherhood of Locomotive Engineers
5909 Shelby Oaks Drive – Suite #139
Memphis, TN 38134 - 7318

Dear Mr. Koonce,

The following confirms our discussion during the just concluded negotiations that resulted in the June 3, 2002 Hourly Rated Agreement concerning the application of Article 8, Section 2 - Assignment to Positions utilizing the standing bid procedures.

This procedure permits employees to submit their choice for assignments in order of preference and such assignments will be awarded to employees based upon their relative seniority standing. The following confirms the procedures that will be placed in effect no later than ninety (90) days following the implementation of the Hourly Rated Agreement:

SECTION 1 Submitting Choices

- A. There will be four (4) "Changes of Card" for all Engineers on the second Monday of the month, closest to:
- February 1st
 - May 1st
 - August 1st
 - November 1st

NOTE: The above dates may change as mutually agreed.

June 3, 2002

- B. An Engineer who does not record all available positions will, when unable to hold positions recorded, be considered assigned to an unfilled position, or the position held by the junior Engineer in that terminal and if unable to hold a position at the home terminal to the position held by the junior Engineer on the Seniority District, until such time as he can submit choices for positions.
- C. Engineers must submit their Change of Card Form indicating choices, which must be received by the Crew Management Center, at least seven (7) days prior to the Change of Card. Upon request the Local Chairman will be provided a copy of an Engineer's Change of Card Form via electronic transmission.
- D. Where provision is made for the senior qualified applicant to be assigned it will be subject to preference rights on their Seniority District.
- E. Engineers who are on vacation, authorized leave of absence, and illness/injury or lay off status throughout the entire period of the Change of Card Bulletin will submit a Change of Card Form prior to resuming duty.
- F. Except as provided for in Paragraph E above, an Engineer who does not submit his Change of Card Form at the initial Change of Card when this Agreement takes effect will be assigned to an unfilled position or to the position held by the junior Engineer at the terminal for a period of four (4) weeks. If unable to hold a position at the home terminal he will then be assigned to the position held by the junior Engineer on the Seniority District for the four (4) week period.
- G. On subsequent Board Adjustment Dates (Change of Card and Board Change Day), Engineers who have not submitted a Change of Card Form will be assigned pursuant to the choices remaining on their previous form. Engineers who fail to submit a new change of card form and do not have remaining choices on their previous form, will continue to be assigned to an unfilled position, or to the position held by the junior Engineer in that class of service at the terminal. If unable to hold a position at the home terminal such Engineers will then be assigned to the position held by the junior Engineer on the Seniority District.

SECTION 2 Modifications between Changes of Card

- A. At 12:01 A.M. on the last Sunday of each month (in addition to the four (4) Change of Card dates listed in Section 1, Paragraph A), all boards and assignments will be adjusted based upon the preferences Engineers have submitted on their Change of Card Forms. This is known as "Board Change Day."
- B. Engineers will be permitted to insert new assignments to their Change of Card Form up to forty-eight 48 hours prior to a Board Change Day without altering the sequence of previous choices. Engineers who are off for the reasons specified in Section 1,

June 3, 2002

Paragraph E, throughout the entire bulletin period, will add to their Change of Card Form prior to resuming duty.

NOTE: A new assignment as referred to above is a newly created assignment that was not in existence when Engineers submitted their Change of Card Forms.

- C. Engineers will be permitted to delete choice(s) from their Change of Card Form upon notice to the Crew Management Center up to forty-eight (48) hours prior to a Board Adjustment Date.

NOTE: Engineers are not permitted to "add" choices that have 'been previously deleted from their Change of Card Form.

- D. The abolishment of any assignment will result in the corresponding "bid" being automatically removed from an Engineer's Change of Card Form. Reestablishment of any assignment is considered a new assignment, and Change of Card Form may be updated in accordance with Paragraph B in this Section.

SECTION 3 Assignment of Engineers

- A. At each Board Adjustment Date, Engineers will be reassigned based upon their arrival time at the home terminal from their last tour of duty, in accordance with their Change of Card Form. This will follow the "first-in, first-out" principle.
- B. If it is known at least 48 hours prior to a Board Adjustment Date that an Engineer will be off the working board for the entire adjustment period, the Engineer will be unassigned at the Board Adjustment, and the next senior Engineer indicating their preference will be assigned.
- C. When it is known at least 48 hours prior to a Board Adjustment Date that an Engineer who was previously unassigned will become available within the next period, that Engineer will be reassigned.
- D. Engineers who are unable to provide 48 hours' notice of their return prior to a Board Adjustment Date will be assigned by the Crew Management Center to either the extra board, or they will be assigned in accordance with the preferences listed on their Change of Card Form.
- E. Subsequent to a Board Adjustment an unfilled position will be filled by assigning the junior qualified Engineer at the terminal location where the vacancy exists. If there are no qualified Engineers to fill the position at the immediate terminal location, the senior demoted employee not working as an

June 3, 2002

engineer at the next closest terminal location via highway miles will be assigned.

SECTION 4 Temporary Vacancies

Known vacancies of seven days or more will be filled on a Board Adjustment Date in accordance with an Engineer's preferences listed on his Change of Card Form.

SECTION 5 Demoted Engine Service Employees

A. Demoted Engineers returning to engine service will be placed as follows:

1. If an intervening Change of Card has not occurred since last set up as a Locomotive Engineer, an Engineer will be placed in accordance with his Change of Card Form on a first-in, first-out basis.
2. If a Change of Card has taken place, upon being advised by the Crew Management Center the Engineer will immediately submit a Change of Card Form and be placed accordingly.

The parties further agree that prior to the implementation of this Side Letter, a joint presentation on the application of the Standing Bid procedures will be made to Engineers at each terminal.

I trust the foregoing reflects our discussions on this matter.

Yours truly,

M. W. Becker
Director Labor Relations

I concur: _____
J.R. Koonce
General Chairman

Side Letter 15



Human Resources Department

**Canadian National / Illinois Central
455 North Cityfront Plaza Drive
Chicago, Illinois 60611-5504**

312-755-7600

June 3, 2002

Mr. J. R. Koonce
General Chairman
Brotherhood of Locomotive Engineers
5909 Shelby Oaks Drive – Suite #139
Memphis, TN 38134 - 7318

Dear Mr. Koonce,

The following confirms our discussion during the just concluded negotiations that resulted in the June 3, 2002 Hourly Rated Agreement in connection with Article 15, Section 5 Supplemental Boards.

The Company raised a concern that using a Supplemental Board Engineer on a vacancy could create a continuing cycle forcing the Company to call additional Supplemental Board Engineers in lieu of straight time Engineers when the Supplemental board Engineer is unable to protect his regular assignment.

Should this scenario become manifested in practice, the parties agree to meet within thirty (30) days of notice to the Union and review the application of Article 15 Section 5, with the view towards establishing a cut-off time which would allow Supplemental engineers to protect their regular assignment.

I trust the foregoing reflects our discussions on this matter.

Yours truly,

M. W. Becker
Director Labor Relations

I concur: _____
J.R. Koonce
General Chairman

Side Letter 16



Human Resources Department

**Canadian National / Illinois Central
455 North Cityfront Plaza Drive
Chicago, Illinois 60611-5504**

312-755-7600

June 3, 2002

Mr. J. R. Koonce
General Chairman
Brotherhood of Locomotive Engineers
5909 Shelby Oaks Drive – Suite #139
Memphis, TN 38134 - 7318

Dear Mr. Koonce,

The following confirms our discussion during the just concluded negotiations that resulted in the June 3, 2002 Hourly Rated Agreement.

This will confirm that the existing practice allowing GEB Engineers the ability to voluntarily book for optional rest upon release from duty at their home terminal will continue to apply subject to the following:

1. Engineers may book for eight (8) hours undisturbed rest without affecting their GEB guarantee.
2. Engineers may also book for ten (10) hours undisturbed rest, however it is understood that in the event Engineers who elect to do so and do not perform service as a result will be deducted the 1/6 of their guarantee pursuant to the provisions of Article 11. Paragraph G.

I trust the foregoing reflects our discussions on this matter.

Yours truly,

M. W. Becker
Director Labor Relations

I concur: _____
J.R. Koonce
General Chairman

ATTACHMENT “D” **Questions and Answers**

1. Article 4 **Scope of Agreement**

Paragraph A. Question: Can an Engineer working as such be required to accept a call to perform work in the capacity of another class of service, e.g. train service?

Answer: No. However, an Engineer may voluntarily accept such call.

Paragraph B Question: What is meant by the term a “qualified employee?”

Answer: A certified locomotive engineer qualified to operate on the territory.

Paragraph C Question: Will an engineer be expected to perform duties under this contract that they don’t perform today?

Answer: No.

2. Article 5 **Wages**

Paragraph C. Question: When does overtime at the rate of time and one half apply?

Answer: Overtime only applies in connection with “service performed”, or when called to work your day off.

Paragraph D. Question: When does overtime apply in the application of working on an assigned rest day?

Answer: In the application of this provision, overtime only applies when you are at your home terminal, and on your assigned day off and at the request of the Company you perform service.

**Article 5,
Paragraph D.**

Question: Is it mandatory that you accept a call on your assigned day off?

Answer: No

3. Article 6 Employment Security

Question: Can an engineer be force assigned off his seniority district?

Answer: No.

Question: May an engineer voluntarily transfer off of his seniority district?

Answer: Yes, under certain circumstances described in Article 8, Section 3.

4. Article 7 Seniority

Section 8

Question: How will assignments be allocated for those Engineers who possess prior rights on any of the former Consolidated Seniority Districts pursuant to the May 30, 1973 IC/GM&O Merger Agreement?

Answer: As in the past, any necessary allocation will be handled between the Local Chairman and the Division Superintendents.

Section 9

Question: Will engineers currently forced to outlying terminals be able to return to their home terminal?

Answer: Engineers force assigned in this manner will be provided an opportunity within the 30 days following the implementation of this agreement to return to their home terminal.

**Article 7
Section 9**

Question: Will engineers whose current seniority district is split be able to choose which new district he wants to work in?

Answer: Engineers will be provided an opportunity within the 30 days following implementation of this agreement to elect which of the new(cont) seniority districts that comprise their former seniority district they will work in.

Note: If is apparent that there is an excessive number of engineers relocating from one seniority district to another, the General Chairman and the Company will immediately meet to ensure that a shortage of engineers is not created as a result of the foregoing.

Section 9

Question: Do former Consolidated Seniority District 4 Engineers retain prior rights to the Memphis North GEB in Seniority District 8 – Zone One and does the same apply to former Consolidated Seniority District 5 Engineers?

Answer: Yes

5. Article 8 Job Vacancies and Bidding

Section 1 A.

Question: What is the intent of the language, “*the overall proportion of regularly assigned positions will not be reduced*”?

Answer: As reaffirmed in Side Letter 3, the Company intends to maintain, based upon customer service requirements, at least the same number of regular assignments in effect today and anticipates increasing the number of regular assignments that are in effect today.

**Article 8
Section 1 B.** Question: In the event the Company establishes a 5 day assignment with 2 days off, is it the intent to have the 2 assigned days off consecutive?

Section 1 C. Question: Engineer Smith's regular starting time is at 09:00 a.m. The Company wishes to change his starting time to 10:00 a.m. but is unable to contact Engineer Smith. Engineer Smith reports for duty at 09:00 a.m. as advertised. What time does Engineer Smith go on duty?

Answer: 09:00.

6. Article 11 GEB

Paragraph A. 1. Question: Is an Engineer who is at his home terminal required to accept a call for duty that commences on or after 20:00 on the day preceding their assigned rest day?

Answer: No.

**Article 11
Paragraph A. 2.** Question: Engineer Smith voluntarily elects to markup at 06:00 instead of 00:01 for reasons other than provided in Article 11 A. 3. Will Engineer Smith's guarantee be charged if he does not perform service that day?

Answer: Yes, Engineer Smith's guarantee will be charged 1/6 of the weekly guarantee rate.

Paragraph P. Question: Will Engineer assigned to the GEB be allowed to receive payment of a PLD in lieu of on a holiday as described in Article 9 B.?

Answer: Yes.

7. Article 14 On and Off Duty Point

Paragraph D. Question: At the time of call will an Engineer assigned to the GEB be aware of his away from home terminal for this tour of duty?

Answer: A GEB Engineer who is called for unassigned service will be notified of his away from home at time of call. However, if a change of away from home terminal is not made prior to departing the terminal then Article 14D will apply.

Question: If an Engineer is called to protect a regular assignment will he assume the conditions of that assignment?

Answer: Yes.

8. Article 15 Called and Released

Section 2 Paragraph E. Question: Can an Engineer listed at his away from home terminal operating a train back through his home terminal be tied up at other than his home terminal?

Answer: No.

Section 2 Paragraph E. Question: Can an Engineer tied up at his away from home terminal be listed for an assignment operating to other than his home terminal; and then be tied up at other than his home terminal?

Article 15

Section 2 Paragraph E. Answer: Yes, only after the provisions of Article 11. D. has been complied with. If so held Article 14. D. will apply.

**Article 15
Section 3**

Question: Will GEB Engineers who are called and released and not used in that calendar day be paid the 1/6 of the GEB rate or the basic daily rate of pay provided for by Article 5?

Answer: A basic day as provided for by Article 5.

Section 5

Question: Will an Engineer be permitted to submit a request to be placed to a Supplemental Board at other than his home terminal?

Answer: No.

9. Student Engineers

Question: When training Student Engineers, is the Engineer relieved of any responsibilities?

Answer: The existing practice whereby the engineer-instructor will not be held responsible for broken knuckles, damaged drawbars or rough handling when the engine is operated by the trainee will remain. He will, however, be responsible for the safe movement of his train and engine.

10. Side Letter 2 Air Conditioning

Question: Is the Company expected to equip locomotives with air conditioning that it intends on phasing out in the next several years?

Answer: No. The parties understand that it is impractical to retrofit locomotives destined for retirement with air conditioning. It was also understood that the commitment to include air conditioning on locomotives is intended for new locomotives that the Company intends to purchase which are destined to remain in the US operations.

Attachment A” Canadian National Health Care Plan

Employee Contributions	\$25 per month. A contribution equal to that amount will be made to a Flexible Spending Account on behalf of the employee.	
Waiting Period	None	
	In Network	Out of Network
Calendar Year Deductible	None	\$100 – Individual \$300 – Family ###
Out-Of-Pocket	\$750 – Individual \$2,250 – Family	\$1,500 – Individual \$4,500 – Family
Lifetime Maximum	\$1,000,000	\$1,000,000
A. Wellness Benefits(adult)		
1. Mammogram	100% for women 40+	80% for women 40+
2. PAP Smear	100%; \$10 co-pay for exam	80%
3. PSA	100% for men age 45+; \$10 co-pay for exam	80% for men age 45+
4. Annual Physical	\$10 co-pay for exam; 100% for specific tests##	No coverage
5. Immunizations	Tetanus (every 10 years for adults)	No coverage
6. Wellness(Child)	\$10 co-pay for exam; 100% of immunizations and screening blood test(s)	No coverage
B. Physician Services		
1. Office Visit	\$10 co-pay	80%
2. Hospital Visit	100%	80%
3. Surgery	100%	80%
4. Anesthesia	100%	100%#
5. ER Visit	100%	100%#
6. Asst. Surgeon	100%	100%#
Nurse Practitioner Physician Assistant	\$10 co-pay	80%
D. Optometrist – (for treatment of a disease or injury only)	\$10 co-pay	80%
E. Chiropractic	80% to \$1,000 calendar year maximum	80% to \$1,000 calendar year maximum
F. Other Outpatient	100%	80%
1. Diagnostic Testing*		
2. Surgical Facility	100%	80%
3. Physical/Speech/ Occup Therapy	80% Pre-cert after 1 st 20 per calendar yr**	80% Pre-cert after 1 st 20 per calendar yr**
4. Ultrasound/ Hot & Cold Packs/Electrical Stimulation	80% to \$300 calendar year maximum	80% to \$300 calendar year maximum
5. Cardiac Rehab	80%	80%
6. Chemo/Radiation	100%	80%
G. Inpatient		
1. Hospital*	100%	80%
2. 23-hr Observation**	100%	80%
3. Skilled Nursing Facility*	100% 30 day maximum per calendar year	80% 30 day maximum per calendar year

4. Inpatient Physical Rehabilitation*	100% 30 day maximum per calendar yr	80% 30 day maximum per calendar yr
H. Behavioral Health***		
1. Counseling and/or Medical Management	\$10 co-pay 40 session maximum per calendar year	50% 40 session maximum per calendar year
2. Inpatient/Outpatient Substance Abuse Rehab or Mental Health	100% 30 day maximum per calendar year	50% 30 day maximum per calendar year
3. Detoxification***	100%	50%
4. Psych Testing***	100%	50%
I. Home Health*	100% if pre-certified 80% to \$200/day with \$3000 calendar year maximum if not pre-certified	80%# \$200/day; \$3000 calendar year maximum if not pre-certified
J. Hospice	100% to \$200/day	100% to \$200/day#
K. Organ Transplant*	100%	80% to \$100,000 maximum#
L. TMJ	50% to \$1,250 lifetime maximum	50% to \$1,250 lifetime maximum#
M. Other		
1. Ambulance	80%	80%#
2. Emergency Room	\$50 co-pay; 100%	\$50 co-pay#; 100%
3. RX – AdvancePCS	\$10/20/30 retail co-pay \$10/20/40 mail order co-pay	Not applicable
4. Maternity/Newborn*	100%	80%
5. Home Supplies	80%	80%#
6. Durable Medical Equipment and Related Supplies	80% to \$15,000 lifetime maximum	80% to \$15,000 lifetime maximum#
7. Prosthesis	80%	80%#
8. Allergy Injections	80%	80%
9. Foot Orthotics	80% to \$300 calendar year maximum	80% to \$300 calendar year maximum
10. Hospital Dietician	100% to \$75 limit	80% to \$75 limit

*Service requires pre-certification; \$500 penalty for hospital admit/extension, MRI, Sleep Studies.

**Service requires pre-certification; if pre-certification is not obtained for 23-hr observation or Physical/Speech/Occupational Therapy over 20 sessions, certain charges will be denied as not medically necessary.

***Service requires authorization by behavioral health vendor; 50% penalty based on vendor's contracted rates.

Out-of-Network Deductible does not apply.

##Annual check-up at PPO physician: \$10 co-pay for examination; 100% for following screening tests: Chest X-ray, Chem 24, CBC, Urinalysis, EKG, Cholesterol, Blood Occult, Colon/Sigmoidoscopy every 3 years over age 50.

###Family deductible is aggregate – no one individual will incur more than \$100 calendar year deductible; no one family unit will incur more than \$300 calendar year deductible

The following will not be applied to the calendar year out-of-pocket maximum(s):

Co-payments

Non-PPO deductible

Pre-certification penalties

Note: Network out-of-pocket will not apply to out-of-network out-of-pocket and vice versa

This document provides highlights of plan features and benefits and does not contain all plan provisions. In the event of a conflict between this summary and the Plan Document, the Plan Document will prevail.

Dental Plan	
Employee Contribution	None
Waiting Period	None
Annual Deductible	None
Basic Diagnostic and Preventive Services Covers routine oral exams and cleanings, fillings, topical fluoride for dependent children, space maintainers, emergency pain relief, x-rays, dental sealants for age 19 and under.	100%
Basic Restorative Services Covers extractions, oral surgery, periodontal and endodontic treatment, and root canal therapy.	80%
Major Restorative Services Covers implants, bridges, crowns, inlays, dentures.	50%
Orthodontic Covers dependent children to age 19.	50% to \$1,500 lifetime*
Calendar Year Maximum	\$1,500; certain oral procedures apply to separate annual maximum of \$2,000

*Lifetime maximum will apply to orthodontic treatment from first day of service even if service was provided under a former carrier.

Vision Plan	
Employee Contribution	None
Waiting Period	None
Eye exams	Covered in full every calendar year after \$10 co-pay using a network doctor; covered up to \$35 with a non-network provider
Lenses Frequency	One pair every calendar year
Allowance	<u>In Network</u> <u>Out of Network</u>
Single vision	Covered in full Up to \$30
Bifocal	Covered in full Up to \$35
Trifocal	Covered in full Up to \$45
Lenticular	Covered in full Up to \$60
Frames Frequency	One pair every other calendar year
Allowance	<u>In Network</u> <u>Out of Network</u> Up to \$135 retail Up to \$45 retail
Contacts	One pair or one year's worth of 1-day, 7-day or 14-day disposable contacts every calendar year; 15% discount on professional services
Contacts – elective	<u>In Network</u> <u>Out of Network</u> Up to \$105 Up to \$105
Contacts – medically required	<u>In Network</u> <u>Our of Network</u> Covered in full Up to \$210 With prior with approval authorization of vendor
Laser Vision Correction Surgery	Members will receive, on average, a 20-25% discount off laser surgery at various contracted laser surgery facilities.

Canadian National Flexible Spending Account Program

Commencing January 1, 2003 you will be eligible to participate in CN's Flexible Spending Account Program, which includes Healthcare and Dependent Care options (please see descriptions below). Contributions are deducted by the payroll department on a pre-tax basis. You will be able to enroll during CN's open enrollment, which will be conducted this fall.

You may use these accounts for reimbursement of any healthcare or dependent day care expenses that qualify as a deduction or a credit on your federal income taxes. To be eligible for reimbursement, expenses cannot be paid by any other source. The deadline for requesting reimbursement is March 31 of the following year.

Brief Account Descriptions

- Healthcare Account: Flex dollars can be used to pay for any unreimbursed expenses that qualify under the IRS tax code. For instance, you could use to pay deductibles, co-payments, or co-insurance amounts. You may also use this account for expenses that the health plan does not cover. For 2002, CN has established a limit of \$1,200, which may be increased in the future.
- Dependent Care Account: Flex dollars can be used to pay for any unreimbursed dependent care expenses that qualify under the IRS tax code. For 2002, CN established a limit of \$5,000, which may be increased in the future. This limit is reduced if your spouse is employed and is also contributing to a dependent care spending account.

ATTACHMENT “B” SUMMARY PLAN – SHORT TERM DISABILITY

The Income Disability Plan for Locomotive Engineers (the Plan) provides continued income to employees during periods of disability, not to exceed 104 weeks, resulting from accident or sickness. The Plan is funded fully by the Company.

Eligibility

All active locomotive engineers of CN/IC Railroad represented by the Brotherhood of Locomotive Engineers (BLE), are eligible for benefits under this plan. He or she must have rendered compensated service or received vacation pay in a BLE craft for at least seven days in the calendar month immediately preceding the covered disability.

Contribution

The benefits are currently provided based on Company contributions. If the cost of the coverage exceeds the amount originally negotiated by the Railroad and the BLE, the employee may be required to contribute to the cost of the coverage.

Benefit Summary

An eligible employee may receive sixty percent (60%) of basic weekly wages up to a maximum benefit of \$546 per week during a covered disability, for a period not to exceed 104 weeks. Benefits from the Plan are paid every two weeks. Any amounts received by an eligible employee from the Company in advance of an FELA settlement or judgment, or any amounts received by an eligible employee or his family under the federal Social Security Act, the Railroad Retirement Act or similar legislation for the same period of covered disability will reduce the maximum weekly wage benefits hereunder accordingly. There will, however, be no reduction for monies the employee receives under the Railroad Unemployment Insurance Act.

Covered Disability

The Plan covers a disability caused by injury or sickness, whether on railroad duty or not, which prevents the employee from actively performing the normal duties of his or her job as a locomotive engineer (occupational disability). Benefits begin on the fifteenth (15th) calendar day of continuous absence while under the care of a licensed physician (MD or DO) for such a covered disability.

The Plan also covers, and an eligible employee is deemed occupationally disabled, if he or she is admitted on a medically necessary, non-disciplinary basis, to a state licensed substance abuse center or is receiving intensive out-patient/partial hospitalization treatment (American Society of Addiction Medicine Level II or greater) for substance abuse. This plan does not provide any benefits of any kind for an employee who is being disciplined for a violation of the Railroad's Substance and Alcohol Free Environmental (S.A.F.E.) Policy.

The maximum benefit period for occupational disability occasioned by substance abuse is six (6) weeks. Eligibility is further limited to two (2) occurrences per lifetime and payment is conditional upon completing the program. Benefits are subject to completion of an approved program; if the program is not completed, benefits will be forfeited or must be repaid.

Since benefits are payable only during a period of disability from performing his/her normal duties as a locomotive engineer, it is important that you understand when this period begins and ends.

Each period of a covered disability will start as soon as you are (1) disabled as defined under the Plan and (2) under the care of a licensed physician. You will not be considered to be under the care of a licensed physician more than 31 days before he has seen and treated you personally for the disease or injury causing the covered disability. Your claim will be reviewed by the administrator for medical necessity and appropriateness of time off needed for your condition/illness. It is subject to approval by the Plan Administrator.

Filing a Claim

You must complete all required claim forms in order for benefits to be payable under the Plan. Your claim is subject to approval by the Plan Administrator and you must be under the ongoing care of a licensed physician. Continuation of benefits after the approval of the initial claim will be contingent upon the completion and submission of periodic updates from the attending physician.

Duration of Benefits and Successive Periods of Disability

Occupational disability caused by injury or sickness is subject to a maximum benefits duration of 104 weeks starting on the fifteenth (15th) day of continuous absence while under a physician's care. New periods of disability due to the same or a related cause must be separated by a return to active regular duty as a locomotive engineer for at least two (2) weeks in a row and begin on the fifteenth (15th) day of continuous absence while under a physician's care. Disability periods due to an unrelated cause must be separated by a return to active regular duty for at least (1) day and begin on the fifteenth (15th) day of continuous absence while under a physician's care. Any new periods of disability are subject to the 14-day waiting period. Benefits for occupational disability due to substance abuse are subject to a maximum duration of six (6) weeks and are further limited to a maximum of two occurrences in the employee's lifetime. Payment of benefits is conditioned upon completion of an approved substance abuse program.

Limitations

In addition to the limitations already expressed, the Plan does not provide any benefits for a period when the company has suspended or terminated the employee for non-medical disciplinary reasons or when the employee is occupationally disabled due to incarceration; intentional self-inflicted injury or the attempt thereof; the commission or attempt to commit an assault, battery or felony, or an act of war or insurrection or participation in a civil disturbance.

Rights of Subrogation, Set Off and Lien

In case of a disability for which the eligible employee may have a right of recovery against either the Company or a third party, or both, disability benefits will be paid under the Plan pending final resolution of the matter so that the employee will not be exclusively dependent upon his sickness benefits under the Railroad Unemployment Insurance Act. It is not intended, however, that benefits under the Plan will duplicate, in whole or in part, any amount recovered from either the employing railroad or a third party whether by settlement, judgement or otherwise, and it is intended that benefits paid under the Plan will satisfy any right of recovery against the employing railroad to the extent of the benefits so provided.

Accordingly, benefits paid under the Plan will be setoff against any right or recovery the employee may have against the Company for the disability. And the Company will be subrogated and shall have a lien as against any right of recovery the employee may have against any other party to the extent of plan benefits received. As a condition to paying any benefits under the Plan, the Company, or the Plan Administrator if one is involved, may require the employee to first agree in writing to the reduction or setoff against FELA recovery as described above as well as assignment, subrogation, repayment and lien against any amounts recovered from a third party to the extent of benefits paid under the Plan.

If at any time during the covered disability, you apply for and are awarded a disability annuity by the Railroad Retirement Board or the Social Security Administration and said annuity is retroactive to the beginning of your total disability or any portion thereof, all monies paid under the Plan will be reimbursed to the Company upon receipt of your retroactively paid lump sum payment from the Railroad Retirement Board or Social Security Administration.

Termination of Benefits

Benefits under the Plan terminate when:

The employee ceases to be occupationally disabled as defined herein or dies;
The employee ceases to be under the continuous care and treatment of a licensed physician;
The employee refuses to furnish adequate proof to the Company's Medical Department or the Plan Administrator of the continuance of occupational disability as herein defined or when the employee refuses to be examined by a physician designated by either of them;
The employee no longer holds seniority as a locomotive engineer;
The employee is terminated by or resigns from the Company;
The employee is awarded an annuity by the Railroad Retirement Board or Social Security Administration; or

Income Tax

Disability Income benefits paid under the Plan are income subject to Federal and/or State Income Tax. Taxes are not automatically deducted from payments. Employees may request voluntary withholding of Federal Income Tax by completing the appropriate portion of the Application for Short-Term Disability Income Benefits form.

Disabled employees are advised to seek professional tax counseling prior to filing Federal or State Income Taxes as there may be sick pay exclusions for which the employee may be eligible.

Railroad Retirement Tier I tax is automatically deducted from Disability Income benefits.

Claims Procedures

Call the Plan Administrator to request a claim form.

You must complete the "Statement of Employee" section and sign the form. It is important that you carefully review and understand the Subrogation Provision prior to signing the form.

Your attending physician must FULLY complete the reverse side of the form. Return the completed form to the Plan Administrator at the address on the claim form.

Return to Work

It is your responsibility to notify the Plan Administrator when you return to work. Any benefits paid by this plan after your return to work must be returned to the Plan immediately.

Name of the Plan

Canadian National/Illinois Central Railroad /Grand Trunk Western Railroads Income Disability Plan for Locomotive Engineers.

Name and Address of the Plan Sponsor

Canadian National Railroad
455 North Cityfront Plaza Drive
Chicago, IL 60611-5317

A copy of the formal Plan Document may be requested by writing to the above address. Benefits under this plan are provided in accordance with Article 22 of the June 3, 2002 BLE agreement for CN/Illinois Central Locomotive Engineers.

Administration

The plan is self insured by the Company. Any questions with respect to the administration of the plan, eligibility, length and duration of benefits may be directed to the Plan Administrator.

Definitions

Active Regular Duty: Active regular duty means performing all the regular duties of a locomotive engineer's job in a satisfactory manner on a full duty basis.

Basic Weekly Wages: the employee's average weekly gross income from the Company for work as a locomotive engineer during the previous 26 bi-weekly pay periods such shorter time that he or she has been employed by the Company but not less than \$400 per week. Basic weekly wages includes earnings deferred from taxation under section 401(k) of the Internal Revenue Code but does not include earnings for work in other than a BLE craft.

Company: The Canadian National Railroad /Illinois Central Railroad or its affiliates.

Compensated Service: Compensated service means performing and receiving compensation for all of the regular duties of an engineer's job in a satisfactory manner on a full-time, full-duty basis.

Covered Disability: A physical illness, injury, mental illness or pregnancy, which prevents the employee from actively performing the normal duties of his or her job as a locomotive engineer.

Licensed Physician: a medical doctor (MD) or osteopathic doctor (DO). An application for disability income, and/or ongoing medical documentation supporting the need for continuation of disability, will only be accepted by a licensed physician who is a medical or osteopathic doctor.

Plan Administrator: The Plan Administrator, as designated by the Plan Sponsor, shall administer this Plan in accordance with its terms and shall have all powers necessary to carry out the provisions of this Plan including but not limited to the determination of covered disability status.

ATTACHMENT "C" DISTRICT SENIORITY ROSTERS

Seniority District #1 Roster

Seniority District #2 Roster

Seniority District #3 Roster

Seniority District #4 Roster

Seniority District #5 Roster

Seniority District #6 Roster

Seniority District #7 Roster

Seniority District #8 Roster

Seniority District #9 Roster

Seniority District #10 Roster

Seniority District #11 Roster

Seniority District Map