

Agreement

between

Evansville Western Railway Inc.

and

**International Association of Machinists
and Aerospace Workers**

This Agreement, as set forth below, made this 30th day of May, 2023, by and between the Evansville Western Railway (hereinafter “EVWR” or “Carrier”) and the International Association of Machinists and Aerospace Workers (hereinafter “IAMAW” or “Organization”), is in compliance with Side Letter No. 1 to the September 14, 2022, Agreement between the parties concerning wages, rules, and working conditions for employees represented by the International Association of Machinists and Aerospace Workers.

It is hereby agreed:

ITEM 1 – RULE 30

Amend Paragraphs (b) and (c) to read as follows:

- (b) An employee charged with an offense shall be furnished with a letter stating the precise charge or charges against him. No charge shall be made that involves any matter of which the employing officer has had knowledge fifteen (15) days or more, except that in cases where an employee is subject to trial in the courts, the employing officer may, if he elects, withhold making a charge on the offense for which the employee is tried until not more than thirty days after the Carrier’s knowledge of the Court’s determination of the employee’s innocence or guilt.
- (c) The investigation shall be held within fifteen (15) days from the date of the notice of the alleged offense, unless additional time is requested by the Company, employee or his representative. A decision will be rendered within fifteen (15) days after completion of the investigation.

ITEM II – RULE 37

- (a) The straight time rate of pay of \$36.87 for the employees covered herein will be effective the first pay period after this Agreement has been ratified and signed.

Section 1 - Second General Wage Increase:

On January 1, 2024, the basic hourly rate of pay will be increased 4.5%:

Section 2 - Third General Wage Increase:

On January 1, 2025, the basic hourly rate of pay will be increased by 4.5%:

ITEM III – SIDE LETTER

Eliminate Side Letter No. 1, dated September 14, 2022.

**ITEM IV - GENERAL PROVISIONS
AND EFFECT OF THIS AGREEMENT**

(a) The purpose of this Agreement is to fix the general level of compensation during the period of the Agreement and is in full and final settlement of the notice served by the Organization, signatory hereto, dated August 3, 2020, and the notice served by the Carrier signatory hereto, dated April 21, 2021.

(b) This Agreement shall become effective May 30, 2023, and shall remain in effect through December 31, 2025, and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

(c) The parties of this Agreement shall not serve nor progress prior to January 1, 2025 (not to become effective before January 1, 2026), any notice or proposal for changing any matter contained in this Agreement.

(d) This article will not bar the Carrier and the Organization from agreeing upon any subject of mutual interest.

Signed this 30th day of May, 2023, at Evansville, IN.

For the employees:

Kenneth Krause

Kenneth Krause, General Chairman
International Association of Machinists
And Aerospace Workers

For the EVWR Railroad:

Rodney E. Goodwin

R.E. Goodwin
Director Labor Relations

ITEM V – APPENDIX 1

Evansville Western Railway

IAMAW Wage Rate Table

Position	2020	2023	2024	2025
		13.00%	4.50%	4.50%
Machinist	32.63	\$36.87	\$38.53	\$40.26