

**AGREEMENT**  
**BETWEEN**  
**THE INDIANA SOUTHERN RAILROAD**  
**AND**  
**INTERNATIONAL ASSOCIATION OF MACHINISTS**  
**AND AEROSPACE WORKERS**

**Effective January 1, 2024**

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## **PREAMBLE**

1. The Indiana Southern Railroad (ISRR, Carrier, or Company) recognizes the International Association of Machinists and Aerospace Workers (IAMAW, Organization or Union), the designated representatives of which are signatory hereto, as bargaining representative of personnel employed by the ISRR in the crafts of mechanical and maintenance of way.
2. The masculine gender wherever used herein shall be construed to include both masculine and feminine, and the singular shall be construed to include both the singular and plural unless the context indicated otherwise.
3. As used in this Agreement, emergency means an event that disrupts the normal flow of business on the ISRR such as but not limited to: Acts of God, train accidents, vandalism, lack of locomotives, or lack of qualified personnel or equipment to perform maintenance or repair.

## **ARTICLE 1**

### **Scope**

1. The primary duties of employees in the Mechanical Department shall be the maintenance, repair, inspection, and readiness of locomotive power and rolling stock. It is further recognized that Mechanical Department employees will from time to time be required to perform duties outside their primary duties as may be prescribed by management. In addition, in the event any other work is necessary for the operation of the railroad, or in the event of emergency, the Carrier may require the Mechanical Department employees to perform such work.
2. The primary duties of employees in the Maintenance of Way Department shall be the construction, maintenance and/or repair of track, roadbed, right of way, bridges, buildings and signals; and to do whatever other work is directly or indirectly related to the service being performed. It is further recognized that Maintenance of Way employees will from time to time be required to perform duties outside their primary duties as may be prescribed by management. In addition, in the event any other work is necessary for the operation of the railroad, or in the event of emergency, the Carrier may require Maintenance of Way employees to perform such work.
3. The Carrier may subcontract work which has historically been contracted, which is not economically feasible to perform at its own facilities, or which is beyond the capacity or capability of the Carrier to perform within the Carrier's timeframe. The Carrier will make every reasonable effort to perform work now being performed on the property by regularly assigned forces. The regular work of active employees will not be adversely affected by the performance of work by contractors. The Carrier also agrees to provide advance notice to the General Chairman prior to subcontracting covered work (other than major capital expenditure projects of the nature described in the first sentence hereof) in non-emergency situations; however, this will not restrict the Carrier's right to subcontract. Upon request a conference will be arranged to discuss Carrier sub-contracting plans. If the Organization disagrees with the Carrier's basis for contracting, it retains the right to progress a grievance. Except in an emergency situation (derailment, weather related, etc.) or a minor quick-fix situation, no employee holding seniority

on the seniority roster on the effective date of this Agreement shall be or remain furloughed except on a voluntary basis, due to the use of Contractors on Company property or at Company facilities.

4. Nothing in this Agreement shall be interpreted as prohibiting other employees of the Carrier or other G&W companies from performing work covered by this Scope clause on a non-regular basis or on the same basis as they have performed such work in the past.

5. Employees covered by this Agreement shall be governed by all Carrier rules, policies, practices and procedures previously or hereafter issued or modified by the ISRR, which are not in conflict with the terms and conditions of this Agreement and which have been or are made available to the affected employees.

**ARTICLE 2  
Rates of Pay**

1. Effective with the first pay period on or following the dates indicated, hourly rates of pay for employees covered by this Agreement shall be:

|  | 1/1/2024 | 1/1/2025 | 1/1/2026 | 1/1/2027 | 1/1/2028 |
|--|----------|----------|----------|----------|----------|
|  | 8%       | 3%       | 3%       | 4%       | 4%       |
| Mech/Car Foreman                         | \$33.63  | \$34.64  | \$35.68  | \$37.11  | \$38.59  |
| Mech/Car                                 | \$30.74  | \$31.66  | \$32.61  | \$33.91  | \$35.27  |
| Mech/Car after 1 yr svc as ISRR Mech/Car | \$31.50  | \$32.45  | \$33.42  | \$34.76  | \$36.15  |
| M/W Foreman                              | \$33.63  | \$34.64  | \$35.68  | \$37.11  | \$38.59  |
| M/W Laborer                              | \$30.62  | \$31.54  | \$32.48  | \$33.78  | \$35.13  |
| M/W Laborer 213 Qualified                | \$31.50  | \$32.45  | \$33.42  | \$34.76  | \$36.15  |

- Notes: i. All above rates are per hour straight-time wage.
- ii. Carrier reserves right to appoint Mechanical and M/W Foremen.

2. For any work performed under this Agreement, employees will receive the highest pay for which they are qualified. The Carrier and Union representatives will conference to discuss the classification level of employees covered by this Agreement.

3. In any payroll period where a Carrier error results in an under payment of a day’s pay or more, the Carrier will issue a check for the under-payment within five (5) calendar days. For errors under a day’s pay or where the employee is at fault, the error will be corrected in the subsequent payroll period.

4. Employees will be guaranteed forty (40) straight-time hours pay in a workweek, and will receive one and one-half times their straight-time hourly rate for all hours worked in excess of forty (40) hours per week. The workweek will begin on Sunday and employees will be paid on a biweekly basis. A reduction of 8 hours per calendar day for a non-compensated absence will be charged against the weekly guarantee. All weekly guarantee is forfeited if an employee is absent for more than one (1) non-compensated day per week.

5. Employees who are required by the Carrier to acquire and maintain a driver endorsement such as Chauffeur will be paid an additional fifty cents (\$0.50) per hour worked. Employees who are required by the Carrier to acquire and maintain a Commercial Driver's License (CDL) will be paid an additional one dollar (\$1.00) per hour worked. Eligibility is mutually exclusive; that is, an Employee may be eligible for one, but not both of these differential payments.

Those that lose, forfeit, or are no longer required to maintain the CDL or other endorsement will not be paid the differential. The fees associated with licensing, medical examination, and training to obtain and maintain the CDL or other driver endorsement will be borne by the Carrier.

### **ARTICLE 3 Seniority**

1. An employee subject to this Agreement will acquire seniority after the completion of a probationary period of one hundred eighty (180) calendar days, retroactive to the first day of service. The entire ISRR shall constitute a single seniority district.

2. The Carrier shall maintain two "official" seniority rosters, one for Mechanical Department employees and one for Maintenance of Way employees. The seniority rosters shall be as set forth in Attachment E. The Carrier shall post the rosters on bulletin boards at the facilities of the Carrier where such employees are based, or at other locations as may be agreed upon. The "official" rosters shall be updated annually on the anniversary of the effective date of this Agreement. A protest of seniority acquired since the preceding year's roster must be filed within 60 calendar days of posting, or it shall be barred. Typographic errors made from a prior roster may be corrected at any time.

3. Seniority will control in determining vacation request and furloughs, recalls, and assignments.

4. The Carrier shall post for the exercise of seniority all jobs, their starting time, place to report, and rest days. Job postings shall be open to the exercise of seniority (subject to qualification) for a period of 7 calendar days, and the job will be awarded to the most senior qualified employee in the craft bidding within 48 hours of the close of bids. For the MOW foreman position, an applicant must have 1 year of experience, have completed a track inspection course, be able to demonstrate the ability to perform the required competencies listed in the Track Inspector's Qualification Train Outline, and pass the G&W employee-in-charge written test, with a minimum score of 85%.

5. Displaced (bumped or loss by job abolishment) employees will be given 48 hours from notification of displacement to exercise their seniority to a job for which they are qualified and by seniority can hold. Employees will not be compensated for the time pending exercise of seniority and qualification. If an employee fails to exercise his seniority within 48 hours as defined by this section, he will be considered absent without authority and subject to disciplinary action. Employees who cannot hold a position on account of seniority or qualification will be considered furloughed.

6. Forfeiting Seniority

An employee, who has left the service of the Company of his/her own accord, shall forfeit his/her seniority rights and shall have no right to reinstatement. If he or she is re-employed by the Company, the employee will be treated as a new hire and seniority shall be established in accordance with Paragraph 1 above.

An employee who fails to report to work following recall from layoff within fourteen (14) calendar days after receipt of notice by overnight mail or U.S. mail, at the last address furnished to the Carrier by the employee or is absent without authority for fourteen (14) or more consecutive days (absent a documentable medical incapacity) will be considered to have automatically terminated all seniority rights and ended the employment relationship. The General Chairman will be notified of the Carrier's attempts to contact the employee and receive contemporaneous electronic copies of the correspondence.

7. Approval of Applications

a) Employees will be notified in writing within one hundred and eighty (180) calendar days of the date that they first perform service or training as an Employee if their application is not approved. An application may be rejected by the Company without a showing of cause or determination.

b) An application that is rejected within such period will result in termination of the employee's relationship with the Company without disciplinary procedures or appeal by the Organization.

**ARTICLE 4**  
**Reduction in Force**

1. When the workforce is reduced, such reduction or furlough shall be offered to employees in seniority order. Should there be insufficient volunteers, junior employees shall be furloughed in reverse order of seniority.

2. When forces are increased, furloughed employees will be offered recall in seniority order. A senior employee may request to remain in furlough status and pass the recall opportunity on to the next junior employee. If no junior employee is on furlough, or if all furloughed employees are being recalled, the recalled employee must report for duty within fourteen (14) days from,

a) date such notice is received as evidenced by return register receipt, or

b) letter is returned unclaimed to employing officer, in which latter event the date letter is postmarked at destination will establish date from which the fourteen (14) day period will run.

3. A copy of the recall notice will be furnished to the General Chairmen. After an employee has received a recall notice, he/she must contact the Company within five (5) days and advise when he/she will return within the fourteen (14) day period described above. The recall notice will include a reference to this five (5) day requirement. If an employee does not comply with these time line provisions s/he will forfeit all seniority and employment benefits, and be considered terminated from employment.

4. Furloughed employees are required to keep the Company currently informed of their address. Failure to do so or failure to report for duty within the time designated in paragraph 2 above will result in forfeiture of all seniority and job rights.

**ARTICLE 5**  
**Work Day, Work Week & Expenses Away from Home**

1. The work week shall begin on Sunday at 12:01 AM, and the work week shall end on the following Saturday at midnight.
2. Work day shall begin when an employee reports at the designated time and place.
3. Any employee called into work shall be compensated for a minimum of four hours pay.
4. Employees on regular assignments bulletined to work 5 days per week will, to the extent possible, have two consecutive regular rest days in each work week. Employees on regular assignments bulletined to work 4 days per week will, to the extent possible, have three consecutive regular rest days.
5. Where duties require employees to sign off on documents as “certified” they shall do so as a part of their assigned duties.
6. Employees will be permitted a 30 minute non-paid lunch period during the work day. The Employee and the Supervisor will determine the appropriate time for the lunch period, giving due consideration to the needs of the service.
7. Employees required to use a personal vehicle to travel to an assignment away from his assigned work location will receive a mileage allowance for the miles traveled to/from such assignment that exceed their normal commute miles. The mileage allowance will be equal to the IRS rate then in effect. The intent of this section is to reimburse the person for expenses incurred in the use of such vehicle. Employees will submit the mileage claim on Carrier provided form.
8. The Carrier will pay for lodging accommodations when Employees covered by this Agreement are required to stay away from home on Carrier business. The Carrier in the first instance will make arrangements for direct billing to the Carrier for such lodging, but in case such direct billing is not available, the Carrier will reimburse the Employee for his incurred lodging expense (not including food, drink, or other lodging charges, unless approved in advance by the Carrier).
9. Employees subject to this Agreement will be allowed a \$50.00 per day per diem allowance when Carrier lodges employee away from his home, on business of the Carrier. The Employee will claim the allowance on a reimbursable expense form as provided by the Carrier.

**ARTICLE 6**  
**Leave of Absence**

1. Employees may be granted leave of absence of up to 30 days with management’s approval.
2. Employees accepting a supervisory or official position with the ISRR, or a G&W affiliated railroad, or employees accepting an elective or appointive position with a State Commission or engaging in IAMAW Committee or Legislative work including Local, General, or Grand Lodge Officers, will, upon request, describing the nature of their work, be granted leave of absence by letter for period so employed,

including a thirty (30) day separation period prior and subsequent to duration of assignment. Employees returning from such leave may subject to Article 3 assert their seniority rights, provided they assert those rights within thirty (30) days after the release from such employment, subject to the policies and regulations governing employment such as, but not limited to: physical examination, drug screen testing, etc.

3. Subject to approval of the General Chairman and the General Manager, the same privilege will be granted to employees elected to City, County, State, and Federal offices. For recording purposes, after leave of absence has been granted by letter as set forth in the foregoing, regular leave of absence form will be provided by the Company and signed by the employee.

4. Any employee on leave of absence from the Company may not take on an employment relationship with an outside employer, with the exception of those named in this Article of the agreement, unless so approved by the General Manager and the General Chairman.

5. Failure of an employee to return to service following the expiration of fourteen (14) calendar days of the termination of their leave of absence, other than per Section 2 above, or to make other arrangements with the approval of the General Manager – ISRR and the General Chairman – IAMAW, following the end of the leave of absence will be considered a forfeiture of seniority.

## **ARTICLE 7 Accepting Official Positions**

Effective on and after the effective date of this Agreement, all employees occupying official, supervisory, or excepted positions from crafts or classes represented by the IAM shall be required to maintain their IAM membership or pay an appropriate monthly fee, not to exceed monthly union dues, in order to retain and continue to accumulate seniority. A supervisor whose payments are delinquent shall be given a written notice by the appropriate General Chairman of the amount owed and ninety (90) days from the date of such notice to cure the delinquency in order to avoid seniority forfeiture.

## **ARTICLE 8 Group Insurance Plans**

### Health and Welfare

The Carrier shall provide each full-time employee and their eligible dependents a level of medical, prescription and dental benefits under a group plan consistent with the terms and conditions under which plan is afforded to corporate employees generally. Employees shall participate in the Carrier plans under the same terms and conditions as all other Carrier employees, including employee premiums and co-pays.

Nothing contained in the Collective Bargaining Agreement is intended to limit the right of the Carrier to alter, modify, change or amend the plans, benefits or plan design at any time, so long as the change(s) also apply(ies) to all other Carrier employees who are enrolled in the same Plans.



A booklet describing the Plan benefits will be made available to all Employees or can be requested through Human Resources. Employees must first meet the qualifying criteria as described in the Plan before they can become eligible to receive benefits.

#### 401 k Savings Plan

Eligibility for participation in the Genesee & Wyoming Inc. 401(k) Savings Plan is on the first day of the month after the employee's date of hire. (Example: An employee hired January 1-31 would be eligible February 1).

The ISRR will make matching contributions to the plan for IAMAW represented Employees who elect to defer compensation and have savings and investment contributions to the Genesee & Wyoming Inc. 401(k) Savings Plan for a given year. These matching contributions will be equal to one-hundred percent (100%) of the amount of such deferrals for each plan year, provided that the matching contributions will not exceed 4% of the Employee's compensation for the year. Eligibility for the matching contribution of the Plan is on the first quarter following one year of service (January 1, April 1, July 1 and October 1) and 1,000 hours of service.

The Plan is intended to be a 'qualified' plan within the meaning of Section 401 of the Internal Revenue Code. The administrative aspects of the plan are the same as provided to corporate employees generally. The administrative aspects can be updated/changed by the Carrier provided such changes apply to corporate employees generally and employees are notified of the changes before they are implemented.

Nothing contained in the Collective Bargaining Agreement is intended to limit the right of the Carrier to alter, modify, change or amend the plan, or plan design, at any time, so long as the change(s) also apply(ies) to all other Carrier employees who are enrolled in the same Plans.

#### Life Insurance

Employees will be covered by a life insurance policy providing a death benefit in the amount of 1 x base salary, up to \$50,000. Employees have the option of purchasing supplemental life coverage for self, spouse and/or child (ren). Additional information may be obtained from Human Resources.

#### Short Term Disability

Short Term Disability benefits are provided consistent with the terms and conditions under which plan is afforded to corporate employees generally.

NOTE: The Carrier will notify the Organization of changes, alterations, amendments and modifications in the STD plan prior to the effective date and at the Organization's request will discuss such changes with the designated General Chairman. However, nothing contained in the Collective Bargaining Agreement is intended to limit the right of the Carrier to alter, modify, change or amend the plan, or plan design at any time, so long as the change(s) also apply(ies) to all other Carrier employees who are enrolled in the same Plans.

## Long Term Disability

Long Term Disability benefits are provided consistent with the terms and conditions under which plan is afforded to corporate employees generally.

NOTE: The Carrier will notify the Organization of changes, alterations, amendments and modifications in the STD plan prior to the effective date and at the Organization's request will discuss such changes with the designated General Chairman. However, nothing contained in the Collective Bargaining Agreement is intended to limit the right of the Carrier to alter, modify, change or amend the plan, or plan design at any time, so long as the change(s) also apply(ies) to all other Carrier employees who are enrolled in the same Plans.

Carrier will provide copies of plan updates / changes to the General Chairman.

### **ARTICLE 9 HOLIDAYS**

1. The eleven (11) Holidays listed below will be observed in accordance with the Carrier holiday calendar (published and posted by November 15 for the following calendar year.):

|                            |                                   |
|----------------------------|-----------------------------------|
| New Year's Day             | Thanksgiving Day                  |
| Martin Luther King Jr. Day | Friday following Thanksgiving Day |
| Memorial Day               | Christmas Eve Day                 |
| Independence Day           | Christmas Day                     |
| Labor Day                  | New Year's Eve                    |

In addition, each employee will be entitled to one (1) floating holiday scheduled consistent with service requirements.

2. **Eligibility:** It is the policy of the Company to provide all active employees who have completed sixty (60) days of service, with paid days off from work to observe specified holidays. To be eligible for holiday pay, employees must either work or be available for work on the last work day before and the first work day after the holiday. If scheduled to work the holiday, employees must protect their assignments in order to be eligible for holiday pay. Employees who are on vacation or bereavement leave on those days are considered to have met this requirement and are eligible for holiday pay at the normal eight (8) hour straight time rate and the holiday will not be used to extend the vacation period.

3. **Work on a Holiday:** An employee required to work on a holiday will receive pay at the rate of time and one half for hours actually worked, and in addition, he will receive eight (8) hours at the straight time rate, provided all conditions have been met to receive "Holiday Pay" as in the above.

4. An employee on furlough or an approved a leave of absence (except vacation, bereavement, or jury duty) is not entitled to holiday pay.

5. Paid time off for holidays falling during a work week, or hours actually worked on a holiday (not

both) to a maximum of 8 hours per day, will be counted as hours worked for determining overtime. Note there will be no pyramiding of overtime. (Overtime on overtime).

**ARTICLE 10  
VACATIONS**

1. Vacation entitlements

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

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

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

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

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

3. Single Day: At least one week of vacation (5 paid days) may be taken one day at a time provided the requesting employee is entitled to ten (10) or more vacation days in that calendar year. When one day of vacation is taken it must be approved by the designated carrier officer, and will be paid for the employee’s current rate of pay.

4. Vacation not used due to needs of the service will be paid to the employee no later than February 1 of the following year. If vacation time is unused because of death, furlough, or military service you (or your survivor) will be paid for any accrued unused vacation.

#### **ARTICLE 11**

##### **Jury Duty**

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

#### **ARTICLE 12**

##### **Bereavement and Parental Leave**

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

2. Immediate family is considered to be the employee's spouse, child, step-child, grandchild, parent, step-parent, parent-in-law, sibling, step-sibling, sibling-in-law, grandparents AND spouse's grandparents.

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

4. Employees covered by this Agreement will be eligible for the Carrier's Parental Leave Benefit under the same qualifications and terms as other employees, however, the term "non-union" in the Benefit document shall not apply to Employees covered by this Agreement. Nothing in this provision is intended to limit the right of the Carrier to alter, modify, change, amend or discontinue the Benefit so long as the change(s) also applies(y) to all other Carrier employees.

#### **ARTICLE 13**

##### **Flex Days**

1. Flex Days (in lieu of and not in addition to Sick Days) will be accumulated at a rate of .5 days per month. Accrued Flex Days may be used by an employee to take personal days off for various reasons, provided the employee gives the Company a minimum forty-eight (48) hours advance notice to the designated Company officer. Employees shall receive a basic day's pay at the pro rata rate of their assignment for each Flex Day taken. Employees will be required to take an accumulated Flex Day, if any available, for each day an employee lays off personal or sick. In the event of illness, the 48 hour advance notice requirement will be waived.

2. Flex Days may be accumulated from one calendar year to the next to a maximum of twelve (12) days at any given time. Further accumulation shall be suspended until the number of days accumulated is reduced to less than twelve through utilization or buy back.

3. Flex Days may be granted or denied consistent with the needs of service, at the discretion of the Company. Employees are encouraged to schedule Flex Days with the Company sufficiently in advance with the understanding not all employees can be granted the same day off, unless the Company shuts down its operation on what would otherwise be a work day or a holiday. Flex days for personal reasons will be assigned on a first-come, first-served basis.

## **ARTICLE 14 Management Rights**

It is recognized that the management of the business is vested in the Carrier, whose discretion and judgment shall control as to the selection of employees, the work and duties to which they are assigned, and the terms and conditions of employment, so long as the same are not in conflict with the provisions of this Agreement, and provided that no action may be taken for the purpose of discrimination against any employee because of his membership with the Union.

To establish and post reasonable rules of conduct including a Code of Ethics which shall be reviewed and acknowledged by all employees covered by this agreement on an annual basis as long as the Code applies to all other Carrier employees.

## **ARTICLE 15 Physical Examinations**

### Physical Examination

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

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

### Medical Review

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

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

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

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

## **ARTICLE 16**

### **Hearing and Discipline**

1. Subject to the following, an employee in service more than one hundred eighty (180) days will not be disciplined without a fair and impartial hearing. The employee and the General Chairman of the Organization will be notified of the charge against him within thirty (30) days of the occurrence on which is to be based, or within thirty (30) days of when the Company's knowledge of the incident. Within fifteen (15) days of notification, the Company will conduct the hearing with the employee and a duly accredited representative, if desired, in attendance. The charged employee will be permitted to attend the investigation, hear all the evidence submitted, interrogate witnesses, and be represented by his choice of a duly-authorized representative of the Organization, or an IAM-represented employee. An employee required by the Company to attend a hearing as a witness during regularly-assigned hours, or at such time as will interfere with the ability to work his assigned hours, will be made whole for time lost. An employee required by the Company to attend a hearing as a witness commencing outside his assigned hours will be paid at his regular straight time rate. If the matter is not resolved after an investigation, at the Union's request, the Company will provide a written transcript.

2. In cases Management determines to be serious (such as, but not limited to, theft, altercation, insubordination, dishonesty, negligence, threats to Company personnel or customers, damaging or defacing Company property or property entrusted to the custody of the ISRR or use or possession of alcoholic beverages, intoxicants, drugs, narcotics or major accidents) or when required by application of federal regulation governing the conduct of railroad operations, an employee may be withheld from service. It is understood that an employee held out of service under this article who, as a result of the investigation, is found to have not committed the offense(s) charged will be reinstated immediately and paid for time lost. Where an employee has not lost time, he will be compensated for time during which the Company required him to be at the hearing.

3. A decision shall be rendered within thirty (30) calendar days following the investigation, and written notice thereof will be given to the employee, with copy to the representative. If decision results in suspension or dismissal, it shall become effective promptly. If employee is called back to service prior to completion of suspension period, any unserved portion of the suspension period shall be cancelled.
4. The employee and his representative shall be furnished a copy of the transcript of investigation, including all statements, reports, and information made a matter of record.
5. The investigation provided for herein may be waived by the employee provided that any discipline assessed is confirmed in writing.
6. If it is found that an employee has been unjustly disciplined or dismissed, such discipline shall be set aside and removed from the record. He shall be reinstated with his seniority rights unimpaired, and be compensated for wage loss, if any, resulting from such discipline or suspension.
7. The provisions of Article 17 shall be applicable to the filing of claims and to appeals in discipline cases.
8. The date for holding an investigation may be postponed if mutually agreed to by the Carrier and the employee or his duly authorized representative. If there is a change in the location of the investigation, the employee and his duly authorized representative will be notified.
9. If investigation is not held or decision rendered within the time limits herein specified, or as extended by agreed-to postponements, the charges against the employee shall be considered as having been dismissed.

## **ARTICLE 17**

### **Grievance and Arbitration Process**

1. All claims or grievances must be presented in writing by or on behalf of the employee involved to the designated Company Official within sixty (60) calendar days from the date of the occurrence on which the claim or grievance is based. (Designated Official to be identified at the same time the annual seniority roster is posted.) Should any claim or grievance be disallowed, the Carrier shall, within sixty (60) calendar days from the date same is filed, notify whoever filed the claim or grievance (the employee or his duly accredited representative) in writing of the reasons for such disallowance. If not so notified, the claim or grievance shall be allowed as presented, but this shall not be considered as a precedent or waiver of the contentions of the Carrier as to other similar claims or grievances.
2. If a disallowed claim or grievance is to be appealed, such appeal must be in writing and must be taken within sixth (60) days from receipt of notice of disallowance to the Regional Vice President for handling appeals. Failing to comply with this provision, the matter shall be considered closed, but this shall not be considered as a precedent or waiver of the contentions of the employee as to other similar claims or grievances. Should any such claim or grievance be disallowed on appeal, the highest designated Company officer for handling appeals shall, within sixty (60) days from the date same is filed, notify whoever filed the claim or grievance (the employee or his duly accredited representative) in writing of the reasons for such

disallowance. If not so notified, the claim or grievance shall be allowed as presented, but this shall not be considered as a precedent or waiver of the contentions of the Company as to other similar claims or grievances. It is understood, however, that the parties may, by agreement, at any stage of the handling of a claim or grievance on the property, extend the period for either a decision or appeal.

3. All claims or grievances involved in a decision by the highest designated officer shall be barred unless, within nine (9) calendar months from the date of said officer's decision proceedings are instituted by the employee or his duly authorized representative before the appropriate division of the National Railroad Adjustment Board or a system board of adjustment that has been agreed to by the parties hereto as provided in Section 3, Second, of the Railway Labor Act. It is understood, however, that the parties may by agreement in any particular case extend the nine (9) month period.

## **ARTICLE 18**

### **Union Security Clause**

1. **Union Security Clause:** All employees of the Company subject to the terms of this Agreement shall, as a condition of continued employment, become and remain members in good standing of the Union. This requirement shall take effect 30 days after the initial implementation of union security or, for employees who are thereafter hired or transferred into a position covered by this Agreement, 30 days after the date of hire or transfer. The only obligation imposed by this section shall be the payment of regular or periodic dues or representation fees. The Company will, within three (3) working days after receipt of notice from the Union, discharge any employee who is not in good standing with the Union as required by this paragraph.

2. **Maintenance of Membership:** All employees in the bargaining unit who are members of the Union in good standing on the effective (execution) date of the Agreement shall be required, as a condition of continued employment with the Company, to maintain membership in the Union to the extent of current monthly dues, initiation fees, and reinstatement fees, if any.

3. **Dues Deduction:** Refer to Attachment A attached to this Agreement.

## **ARTICLE 19**

### **Bulletin Boards**

The Carrier shall provide space for the Union to hang a bulletin board at locations where Employees covered by this Agreement regularly report to duty, provided that such notice(s) shall not include any defamatory or anti-carrier material. The Carrier shall not post any anti-union material on Carrier bulletin boards.



**ARTICLE 20**  
**Personal Protective Equipment**

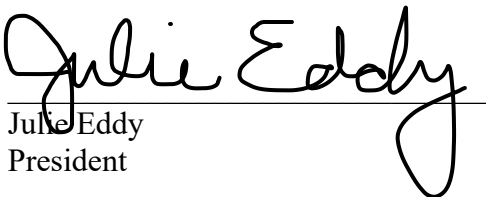
The Carrier will continue to provide required personal protective equipment. Each January, regardless of length of service, each employee will qualify for a voucher in accordance with the Carrier boot and safety glasses program for the purchase of proper, safe boots and if needed safety glasses, as required under the rules, which have been approved under Carrier’s safety shoe and safety glasses program.

**ARTICLE 21**  
**Moratorium and Term of Agreement**


1. This Agreement will remain in effect through December 31, 2028, and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.
2. No party to this Agreement will serve any notice or proposal under the terms of the Railway Labor Act for purpose of changing the provision(s) of this Agreement prior to January 1, 2028.
3. All proposals in pending notices served by the Union and the Carrier are hereby withdrawn.
4. This Article will not bar the parties from agreeing upon any subject of mutual interest.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of this \_\_\_ day of \_\_\_\_\_, 2023.

FOR THE ISRR:

  
\_\_\_\_\_  
Julie Eddy  
President

FOR THE IAMAW:

  
\_\_\_\_\_  
Kenneth Krause  
General Chairman

## **ATTACHMENT A DUES DEDUCTION**

1. It is agreed that the Company will, in accordance with and subject to the terms and conditions of this Addendum, deduct from the wages due to each employee represented by the Union from whom it receives a valid written wage assignment, described in Section 2., an amount each month during the continuance in effect of his assignment, which shall be equal to the aggregate of the amounts to be paid by such employee to the Union for periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership in such Union.

2. No such deductions as fixed by Section 1. shall be made from the wages of an employee until after execution by the employee and delivery by the Union to the Company of a written wage assignment in a manner and form similar to that provided in Attachment "B", which is made a part hereof. The wage assignment shall be revocable and the revocation shall be executed on a form similar to that appearing in Attachment "C", which is made a part hereof. The assignment and revocation forms are to be furnished by the Union without expense to the Company, in the form designated by the Company. The Company shall have no responsibility or obligation whatsoever in connection with the procurement and the execution of such forms by employees and the Union shall arrange for the delivery of the executed forms to the Company. The necessary assignment and revocation forms shall be delivered, with the Master Deduction list hereinafter provided for, to the payroll-making office of the Company not later than the 16<sup>th</sup> day of the month in which the deduction, or termination of deduction, is to be made effective by the Company.

Where the employee submits a form similar to the Wage Assignment Revocation (Attachment "C") signifying his intent and desire to revoke the Wage Assignment Authorization previously submitted by him, to the payroll-making office of the Company not later than the 16<sup>th</sup> day of the month, the Company will accept it and arrange for the discontinuance of the deduction thereafter.

3. The General Chairman of the Union shall furnish to the payroll-making office the name and address of the Secretary-Treasurer authorized to sign the Master Deduction List, together with three (3) original signature of the Secretary-Treasurer and advise promptly in the event of any change in the name or mailing address of the Secretary-Treasurer.

4. Deductions as provided for herein' will be made by the Company in accordance with the Master Deduction List furnished to it by the Union. The Secretary-Treasurer of the Union shall furnish a Master Deduction List for all members who have authorized such deductions, showing the amount of the regular monthly deduction for each member. The Master Deduction List shall be prepared in the form and shall contain the information specified in Attachment "D", which is made a part hereof. Only one copy is needed by the Company. The Master Deduction List should reach the payroll-making office no later than the 16<sup>th</sup> of the month following the effective date of this Agreement. The Secretary-Treasurer of the Union will maintain a copy of the Master Deduction List and keep it updated for all changes. Employees should be shown in alphabetical order with their identification numbers. The number and complete mailing address of the Secretary-Treasurer to whom the remittance is to be mailed by the Company shall be shown on these lists.

5. The amounts contained in said Master Deduction List for individual employees shall, wherever possible, remain the same from one payroll period to the next. No deduction will be made for any employee for whom an entry on the Master Deduction List is incomplete, illegible or otherwise doubtful. Entries for individual employees may be considered incomplete unless the list contains the information required as specified in Attachment "D", which is made a part hereof.

It will only be necessary for the Secretary-Treasurer to furnish the payroll-Making office each month information as to any change in the deductions from those shown on the Master Deduction List.

The reason for each change in deduction should be fully explained in the "Remarks" column, such as, New Authorization Form, Revocation, Omitted Deduction, Arrears, etc. In cases of Permanent Deduction, Special Assessments and Change in Permanent Deduction, the following abbreviations may be used: Perm. Ded., Spl. Assc., Change Perm. Ded. This is essential so that change may be made where necessary in the deduction file information as taken from the Master Deduction List. The amount to be deducted as established in the deduction file information will not be changed until there is a permanent change in the amount to be deducted each month. In cases of omitted items or non-permanent increases in the amount to be deducted, only the amount in excess of the regular deduction should be reported. In this manner the excess deduction will be dropped from succeeding reports, and only the regular deductions will be continued.

This information should be furnished to the payroll-making office no later than the 16<sup>th</sup> of each month, beginning with the month of. It should be reported on the same kind of form as used for the "Master Deduction List", only one copy will be necessary.

6. Deductions will be made, to the extent of available earnings, each month beginning with coverage for according to information shown on these lists. The deductions will be made only from earnings due the employees for the first payroll period of each month, which is the first period of the month which contains only earnings for the current month. The Carrier will remit by check to the Secretary-Treasurer of the Union the total amount of the deductions' on or before the 25<sup>th</sup> day of the succeeding month.

A machine-produced list, in alphabetical order showing amount deducted for each employee each month, will be forwarded to the Secretary-Treasurer along with the remittance. A copy of the list will be forwarded to the General Chairman. The absence of any employees from these lists will indicate such employees were not working or did not have sufficient earnings from which to make the deductions. Regular deductions will be made in subsequent periods to the extent of available earnings as long as the employee's name remains on the Master Deduction List.

No deductions will be accumulated or carries over from month-to-month for any reason whatsoever. In the event of any error by the Company, the Company shall be authorized to adjust it, advising all concerned accordingly. In the event of any error by the Company in the amount of its remittance to the Union, if such error is not otherwise adjusted prior to the dispatch of the remittance the following month, the Company will be permitted to adjust the amount of succeeding remittance to correct the error.

7. The Company will not make a deduction from the wages of any employee who does not have due to him the first payroll period of the calendar month an amount equal to the sum to be deducted in accordance with this Agreement, after first deducting, as priority deductions, amounts due in the following categories:

- a. Federal, State and Municipal taxes,
- b. Amounts held by orders of Court by garnishment and attachments,
- c. Amounts due the Carrier,
- d. Prior Valid Assignments and Deductions.

8. Responsibility of the Company under this Addendum shall be limited to remitting to the Union amounts actually deducted from wages of the employees pursuant to this Addendum and the Company shall not be responsible to any employee for maxing deductions specified on a deduction list or for failure to do so. Any question arising as to the correctness of the amount listed and deducted shall be handled between the employee involved and the Union, unless the Company, recognizing a mathematical mistake by it, elects to make direct adjustment pursuant to the fourth paragraph of Section 6 above.

9. No part of this Addendum shall be used in any manner whatsoever, either directly or indirectly, as a basis for a grievance or time claim by or in behalf of any employee; likewise, no part of any other agreement between the

Company and the Union shall be used as a basis for the grievance or time claim by or in behalf of any employee predicted upon compliance or failure to comply with the provisions of this Addendum.

10. The Union shall indemnify, defend and save harmless the Company from any and all claims, demands, liability, losses, or damage resulting from the making of this Addendum or from compliance or failure to comply with the provisions thereof.

11. In the event of any change in the representation of any craft or class of employees covered by the deduction lists submitted under this Addendum, this Addendum shall automatically terminate as to such employees from the date that the official notification is received from the National Mediation Board of such change. If the Union institutes any suit against the Company under this Addendum, said Addendum shall terminate immediately.

**ATTACHMENT B  
WAGE DEDUCTION AUTHORIZATION**

EMPLOYEE'S NAME: (Print)

\_\_\_\_\_

|      |       |                |
|------|-------|----------------|
| Last | First | Middle Initial |
|------|-------|----------------|

EMPLOYEE'S HOME ADDRESS:

\_\_\_\_\_

|                   |      |       |     |
|-------------------|------|-------|-----|
| Street and number | City | State | Zip |
|-------------------|------|-------|-----|

SOCIAL SECURITY NUMBER: \_\_\_\_ - \_\_\_\_ - \_\_\_\_ IAMA LOCAL \_\_\_\_\_

Office of Payroll:

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

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

Signed: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_





**ATTACHMENT E  
SENIORITY ROSTERS**

**MECHANICS SENIORITY ROSTER**

| <b>NAME</b>     | <b>SENIORITY DATE</b> | <b>SENIORITY NUMBER</b> | <b>DATE of HIRE</b> | <b>SENIORITY STANDING AS FOREMAN</b> |
|-----------------|-----------------------|-------------------------|---------------------|--------------------------------------|
| Meadows, Steve  | 7/1/2011              | 1                       |                     |                                      |
| Holland, Dennis | 7/1/2011              | 2                       |                     |                                      |
| Allen, Brad     | 7/1/2011              | 3                       |                     |                                      |
| Miller, Richard | 7/1/2011              | 4                       |                     |                                      |
| Kingrey, Jake   | 8/20/2012             | 5                       |                     |                                      |
| Karges, Keith   | 8/20/2012             | 6                       |                     |                                      |
| Hardin, Robert  |                       | 7                       | 10/02/2023          |                                      |

**MAINTENANCE OF WAY ROSTER**

| <b>NAME</b>     | <b>SENIORITY DATE</b> | <b>SENIORITY NUMBER</b> | <b>DATE of HIRE</b> | <b>SENIORITY STANDING AS FOREMAN</b> |
|-----------------|-----------------------|-------------------------|---------------------|--------------------------------------|
| Brigham, Eric   | 7/1/2011              | 1                       |                     | 1                                    |
| Pieper, David   | 7/1/2011              | 2                       |                     | 2                                    |
| Lloyd, Shawn    | 7/1/2011              | 3                       |                     |                                      |
| Shimer, David   | 7/1/2011              | 4                       |                     |                                      |
| Keller, William | 9/17/2018             | 5                       |                     |                                      |

Furloughed employees may contact the Director of Human Resources if the employee is interested in pursuing a position on another G&W railroad. Employees on furlough, and not working at another G&W railroad, for more than two (2) consecutive years, will be released from the seniority listing.



**SIDE LETTER No. 1**

August 21, 2018

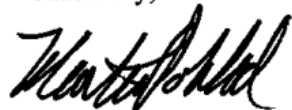
Andrew Sandburg  
General Chairman

Dear Mr. Sandburg,

In response to your question regarding the applicability of the ISRR Safety Incentive/Bonus Program for IAMAW represented employees, please note that ISRR Employees represented by the IAMAW will continue to be eligible for the Program. However, it may be modified or eliminated at any time consistent with the same terms and conditions as all other ISRR employees. Nothing contained in this Agreement is intended to limit the right of the Carrier to alter, modify, change or amend its Safety Incentive/Bonus Program or policy at any time, so long as the change(s) also apply(ies) to all other employees. The Carrier agrees to notify the General Chairman of any changes to the Program.

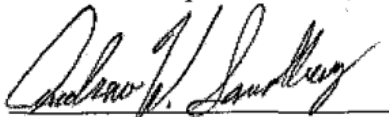
I trust the foregoing reflects our discussions on this matter.

Yours truly,



Martin Pohlod  
President, ISRR

AGREED: September 29th, 2018



Andrew Sandburg  
General Chairman, IAMAW