

AGREEMENT
Between
CEDAR RAPIDS AND IOWA CITY RAILWAY COMPANY
and
The employees thereof represented by the
BROTHERHOOD OF MAINTENANCE-OF-WAY EMPLOYEES

Governing Hours of Service, Working Conditions and Rates of Pay

This Agreement shall take effect January 1, 2020, and shall continue in full force and effect to December 31, 2023, and thereafter until written notice is given by either party hereto to the other party of its desire to cancel, amend or modify the same. Such notice shall be given at least thirty (30) days prior to the time amendment or modification is desired to be effective.

RULE 1

SCOPE

- (a) The masculine shall be construed to include the feminine and the feminine shall be construed to include the masculine.
- (b) These rules govern the hours of service, rates of pay and working conditions of all employees in the Maintenance-of-Way Department, represented by the Brotherhood of Maintenance-of-Way Employees.

This Agreement does not apply to supervisory forces above the rank of Track Foreman.

- (c) Employees included within the scope of this Agreement shall perform all work in connection with the construction, maintenance, repair and dismantling of tracks, roadbeds, structures, facilities and appurtenances related thereto, located on the right-of-way of the Company. It is the intent of the Agreement for the Company to utilize Maintenance-of-Way employees under rules of the Agreement to perform the work included within the scope of the Agreement; however, it is recognized that in certain special instances, the contracting out of such work may be necessary, provided one or more of the following conditions are shown to exist:

- 1) Special skills necessary to perform the work are not possessed by its Maintenance-of-Way employees.
- 2) Special equipment necessary to perform the work is not owned by the Company or is not available to the Company for its use and operation thereof by its Maintenance-of-Way employees.
- 3) Time requirements exist which present undertakings not contemplated by the Agreement that are beyond the capacity of its Maintenance-of-Way employees.

In the event the Company plans to contract out work because of one or more of the criteria described above, it shall notify the General Chairman in writing as far in advance of the date of the contracting transaction as is practicable and, in any event, not less than fifteen (15) days prior thereto. Such notification shall clearly set forth a description of the work to be performed and the basis on which the Company has determined it is necessary to contract out such work according to the criteria set forth above.

If the General Chairman, or his/her representative, requests a meeting to discuss matters relating to the said contracting transaction, the designated representative of the Company shall promptly meet with him/her for that purpose and the parties shall make a good faith effort to reach an agreement setting forth the manner in which the work will be performed. It is understood that when condition 3 is cited as criteria for contracting work, the Company, to the extent possible under the particular circumstances, shall engage its Maintenance-of-Way Department with due consideration given to the contracting out of construction work to the extent necessary. If no agreement is reached, the Company may nevertheless proceed with said contracting and the Organization may file and progress claims in connection therewith.

Nothing herein contained shall be construed as restricting the right of the Company to have work customarily performed by employees included with the Scope of the Agreement from being performed by contract in emergencies that prevent the movement of traffic when additional force or equipment is required to clear up such emergency condition in the shortest time possible. In such instances, the Company shall promptly notify the General Chairman of the work to be contracted and the reasons therefor, same to be confirmed in writing within fifteen (15) days of the date such work commences.

The parties hereto may execute an understanding that further defines their intent in the application of this rule.

RULE 2

SENIORITY

- (a) Except as otherwise provided in this rule, seniority begins at the time employee's pay starts.
- (b) Seniority of employees promoted to bulletined positions will date from the date of their assignment on the bulletined positions, except that when an employee so promoted fails to qualify on such bulletined position within twenty (20) to sixty (60) work days, he/she will not acquire a seniority date as a result of filling such position, except that the Railway will have the right, upon notification to the General Chairman or his/her designate, to extend the trial period beyond 60 days.
- (c) An employee accepting and qualifying for a position in any rank will thereby establish the same seniority date for himself in all lower ranks.
- (d) A promoted employee will retain his/her seniority rights in the bank from which promoted.
- (e) To the extent consistent with other agreements, Maintenance of Way Employees furloughed (that are qualified) will be given preference over new hires when a vacancy opens at the bottom of seniority rosters in the starting grade of other Company crafts or departments. An employee moving to another department pursuant to this sub-paragraph shall lose his/her Maintenance of Way seniority upon qualifying in the other craft, failing to qualify, will return to the Maintenance of Way Department with all rights and privileges restored. The sub-paragraph shall be conditioned on application of the provisions of Rule 7.
- (f) Seniority rights of all employees to promotion, new positions, vacancies and displacements, will extend over the entire Company.

RULE 3

CONSIDERATION

Rights accruing to employees under their seniority entitles them to consideration for positions in accordance with the relative length of service with the railway as hereinafter provided.

RULE 4

ASSIGNMENTS/PROMOTIONS

Vacancies or new positions will be filled, first, by employees holding seniority in the rank in which the vacancy or new position occurs. If not so filled, they will be filled by qualified employees in other ranks in the sub-department. Employees assigned will retain their seniority rights in the ranks from which taken. Employees holding bid positions will be given preference for work normally assigned that position for scheduled overtime.

A promotion is advancement from a lower rank to a higher rank.

RULE 5

MAKING PROMOTIONS

Assignments and promotions shall be based on seniority, ability and qualifications. Ability and qualifications being sufficient, seniority shall prevail. However, the Company reserves the right to promote and to be the judge of the qualifications and abilities of those employees seeking promotion.

RULE 6

FAILING TO QUALIFY

An employee who is the successful bidder of a new position (meeting minimum qualifications and abilities) will be provided a minimum training period of twenty (20) work days in which the employee is given a fair chance to meet the requirements of the position. Company may disqualify an employee in less than twenty (20) work days if employee does not continue to meet the posted qualifications for the position, including but not limited to any required certifications or licenses. If employee is not disqualified for lack of ability to do such work within sixty (60) work days, will be deemed to be qualified. If disqualified during the time period specified herein, they may return to their former position. Company and General Chairman, or their representative, can agree to extend the trial period beyond sixty (60) work days.

RULE 7

OFFICIAL POSITIONS

Employees promoted to official positions of the railway or the Brotherhood, will retain and continue to accumulate the same seniority rights and privileges as provided for employees under this agreement, and their names will appear on the appropriate seniority roster.

RULE 8

BULLETIN NOTICE

- (a) When it is known fifteen (15) calendar days or more in advance that a position is to be established or that a vacancy of thirty (30) calendar days or more is to be open, such position or vacancy will be bulletined at once.
- (b) Bulletin notice advertising new positions or vacancies will be posted for a period of five (5) work days at the headquarters of the group in the sub-department of employees entitled to consideration in filling the positions, during which time employees may file their applications with the official whose name appears on the bulletin, sending copy to Local Chairman. Such bulletins will show location, descriptive title, hours of service and rates of pay of the positions bulletined. Assignments will be made within five (5) work days of closing of bids as shown on the bulletin. A bulletin of assignment listing name of successful applicant will be posted on all bulletin boards on which the bulletin advertising the new position or vacancy was posted. Copy of bulletins and assignments will be furnished to the Local Chairman.
- (c) New positions or vacancies of thirty (30) calendar days or less duration shall be considered temporary and may be filled without bulletining, except that senior qualified employees will be given preference in assignments, if available.
- (d) When more than one (1) vacancy or position exists and is bulletined at the same time, employees shall have the right to bid on all, stating preference.
- (e) An employee assigned to position by bulletin, unless being used for temporary or special service, must take such position; and will be placed on such position within five (5) working days of the time he/she is notified.
- (f) An employee on leave of absence or off on account of force reduction, who makes request in writing to his/her superior officer, will be furnished with copies of bulletins that are issued, and may make application for bulletined positions. If such employee is assigned to a bulletined position, he/she must, unless prevented by sickness or other unavoidable cause, return and accept the same within twenty (20) days.

- (g) An employee promoted from a lower to a higher rank, will rank above an employee declining promotion. An employee accepting promotion will have priority in consideration for further promotion.

RULE 9

FORCE REDUCTION

- (a) When forces are reduced, the senior employees in the respective ranks and gangs will be retained, and those affected either by being laid off or displaced will have the right to displace employees with less seniority in the same rank on the entire railway, and must exercise their seniority in such rank before displacing employees with less seniority in the next succeeding lower rank, he/she may exercise his/her seniority rights to enable him/her to hold the highest rated position to which his/her seniority entitles them.
- (b) Employees will be given notice five (5) work days in advance of reduction in forces if working eight (8) hours per day five (5) days per week jobs.
- (c) Employees laid off or who are displaced by other employees as results of force reduction must, if they desire to displace junior employees, exercise their seniority within five (5) working days. Employees desiring to exercise their seniority must give the Department Head or other appropriate officer at least forty-eight (48) hours advance notice of such desire. Employees to be displaced will be notified during the working day prior to the day they are to be displaced.
- (d) Rules, agreements or practices, however established, that require more than sixteen (16) hours advance notice before abolishing positions or making force reductions are hereby modified so as not to require more than sixteen (16) hours such advance notice under emergency conditions such as flood, snowstorm, tornado, hurricane, earthquake, fire or strike, provided the Railway's operations are suspended in whole or in part and provided further that because of such emergency, the work which would be performed by the incumbents of the positions to be abolished or the work which would be performed by the employees involved in the force reductions, no longer exists or cannot be performed.

RULE 10

RETAINING SENIORITY

- (a) When an employee laid off in force reduction desires to retain his/her seniority rights, he/she must, within ten (10) days, file his/her name and address in writing with the Department Head or other corresponding officer, with copy of the General Chairman. Such written notice must be given in duplicate and the officer to whom it is addressed will return one (1) copy receipted to the employee. The employee must notify the officer to whom notice is given of any change in address. Subject to compliance with all applicable laws (including but not limited to Family Medical Leave Act and ADA), failure to return to service within ten (10) days will result in loss of all seniority rights. Failure to return to service within ten (10) days, unless prevented by sickness or other unavoidable cause and approved by the Company and General Chairman will result in loss of all seniority rights. If the employee returns to the service and has complied with the provisions of this rule, his/her seniority will be cumulated during the period of his/her absence.
- (b) If an employee laid off in force reduction, who has filed his/her name and address in conformity with paragraph (a) of this rule, is re-employed temporarily for fifteen (15) days or less, such employee need not again file his/her name and address as provided in paragraph (a), but his/her seniority is protected by his/her original filing.
- (c) If, however, such temporary employment extends for more than fifteen (15) days, the employee must again file his/her name and address in order to protect his/her seniority under the provisions of paragraph (a) of this rule.

RULE 11

INCREASE IN FORCE

When forces are increased, senior laid-off employees in the respective ranks must be given preference in employment.

RULE 12

SENIORITY ROSTERS

- (a) Seniority rosters of employees will be compiled by the railway. Copies will be furnished to foremen and employees' representatives, and foremen will post same at convenient places for inspection by employees affected.
- (b) Seniority rosters will show the name and date of entry of the employees into the service of the railway and date of promotion.
- (c) Rosters will be revised and posted in April of each year and will be open to correction for a period of sixty (60) days from date of posting. Upon presentation of proof of error by an employee or his/her representative, such error will be corrected. If no protest is presented within sixty (60) days, the dates will stand as official and thereafter will not be subject to protest on any future rosters, except that any typographical errors will be corrected.

RULE 13

TEMPORARY SERVICE

An employee assigned to temporary or special service shall retain and accumulate seniority, and when released shall return to his/her former position. In the event such former position has been abolished, the employee will then exercise his/her seniority under the provisions of Rule 9 – Force Reduction. Position of employee so assigned to temporary or special service shall be bulletined as a temporary vacancy. Temporary positions may last up to six (6) months. After six (6) months, the positions will be re-evaluated and upon mutual agreement may be extended.

RULE 14

LEAVING SERVICE

An employee who voluntarily leaves the service of the railway shall, if re-employed, be classified as a new employee.

RULE 15

BEREAVEMENT LEAVE

Upon the completion of ninety (90) calendar days or more of continuous service, a regular employee shall be granted a leave, without loss of pay, in case of the death of an immediate relative. Such leave is for the time period commencing with the day of the death and continuing through the day of the funeral of the deceased person, not to exceed the schedule below. Two (2) regular rest days that fall into the period between the day of the death and the day of the funeral of the deceased will not be compensated for, and will not be included in the number of days the employee is granted. However, if an alternative work schedule is in effect where there are more than two (2) consecutive regular rest days (example: an employee works four (4) days a week for ten (10) hours a day so has three (3) regular days off) then the additional regular rest day(s) off that now exists is included in the days the employee is granted and will not be compensated. Excess time off will be without pay. The railway shall have the right to require proof of any such relationship.

Company provides bereavement leave of **up to five (5) days** to allow an employee reasonable time to make necessary arrangements and attend the funeral or memorial service of a family member without loss of pay as follows:

- Your spouse, domestic partner, child or stepchild.
- Your father or mother, stepfather or stepmother or your legal guardian.
- Your spouse's or domestic partner's father or mother, stepfather or stepmother or legal guardian.

Bereavement leave of **up to three (3) days** is provided to allow an employee reasonable time to make necessary arrangements and attend the funeral or memorial service of a family member without loss of pay as follows:

- Yours, or your domestic partner's, brother, sister, half-brother, half-sister, stepbrother, stepsister, brother-in-law or sister-in-law.
- Yours, or your domestic partner's, son-in-law or daughter-in-law.
- Your grandparent or step-grandparent, or your spouse's, or domestic partner's grandparent or step-grandparent.
- Yours, or your domestic partner's, grandchild or step-grandchild.

Bereavement leave of **up to one (1) day**, without loss of regular pay, is provided to allow an employee reasonable time to attend the funeral or memorial service of a family member as follows:

- Your aunt, uncle, niece or nephew.
- Your spouse's or domestic partner's, aunt, uncle, niece or nephew.
- You may also have **up to one (1) day** without loss of pay to serve as pallbearer.

***Day** is defined as scheduled working hours whether it be: regular (8-hour work day), part-time (example: 6-hour work day), or scheduled shift hours (example: 10-hour shift).*

RULE 16

DISCIPLINE AND GRIEVANCES

a) – Claims and Grievances

- Should any employee subject to this Agreement believe he has been unjustly dealt with, or any of the provisions of this Agreement have been violated, all claims or grievances, except those involving discipline, should be handled as follows:
 - (a) All claims or grievances must be presented in writing by or on behalf of the employee involved, to the officer of the Carrier authorized to receive same, within thirty (30) days from the date of the occurrence on which the claim or grievance is based. Should any such claim or grievance be disallowed, the Carrier shall, within thirty (30) days from the date the claim or grievance is filed, notify the claimant (the employee or his representative) in writing of the reasons for such disallowance.
 - (b) If a disallowed claim or grievance is to be appealed, such appeal must be in writing and must be taken within thirty (30) days from issuance of notice of disallowance and the representative of the Carrier shall be notified in writing within that time of the rejection of decision. Failing to comply with this provision, the matter shall be considered closed. It is understood, however, that the parties may, by mutual agreement, at any stage of the handling of a claim or grievance on the property, extend the 30-day period for either a decision or appeal, up to and including the highest officer of the Carrier designated for that purpose. The Carrier designate shall, within thirty (30) days from the receipt of the

appeal, notify the employee or his representative in writing of the allowance or declination of the claim or grievance.

- (c) The requirements outlined in paragraph (b), pertaining to appeal by the claimant and decision by the Carrier, shall govern in appeals taken to each succeeding officer, except in cases of appeal from the decision of the highest officer designated by the Carrier to handle such disputes. The highest designated officer shall hold conference with the general chairman upon request. All claims or grievances involved in a decision by the highest officer shall be barred unless within ninety (90) days from the date of receiving 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, group or regional 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 mutual agreement in any particular case extend the ninety (90) day period herein referred to.
- (d) A claim may be filed at any time for an alleged continuing violation of any agreement and all rights of the claimant or claimants involved thereby shall, under this rule, be fully protected by the filing of one claim or grievance based thereon as long as such alleged violation, if found to be such, continues. However, no monetary claim shall be allowed retroactively for more than sixty (60) days prior to the filing thereof. With respect to claims and grievances involving an employee held out of service in discipline cases, the original notice of request for reinstatement with pay for time lost shall be sufficient.
- (e) This agreement is not intended to deny the right of the employees to use any other lawful action for the settlement of claims or grievances provided such action is instituted within six (6) months of the date of the decision of the highest designated officer of the Carrier.

b)– Discipline and Investigations

- Section A – General Requirements
 - 1. An employee who has been in service of the Carrier for sixty (60) working days shall not be discharged or suspended without a fair and impartial investigation except if an employee waives an investigation.
 - 2. An employee shall not be held from service without pay pending investigation except in serious cases, including without limitation theft, altercation, insubordination, major accidents, serious

misconduct, and major offenses, whereby the employee's retention in service could be detrimental to himself, another person, or the Carrier.

- The Carrier reserves the right to withhold an employee from service for any other offense with pay until the case is resolved.
- Section B – Formal Investigation
 - 1. Notice of Investigation
 - (a) An employee directed to attend a formal investigation to determine the employee's responsibility, if any, in connection with an occurrence or incident shall be notified, in writing, to the last known address (or email address), with a copy to duly authorized representative, within a reasonable period of time, but not to exceed thirty (30) days from the time the Carrier first has knowledge thereof. The notice shall contain a statement of the date, time, place and nature of the occurrence or incident that is to be the subject of the investigation.
 - (b) NOTE: This rule does not preclude delivery of the notice at reasonable times by a Carrier representative.
 - (c) The notice shall state the date, time and place the investigation is to be held which shall be not less than five (5) days after the date of notification or more than fifteen (15) days after the date of notification unless otherwise agreed to.
 - (d) The Carrier will have the responsibility of producing sufficient witnesses to develop the facts concerning the incident or occurrence being investigated and the notice of investigation shall include the name of each person receiving the notice and the names of all witnesses known at the time of the notice that the Carrier intends to have in attendance at the hearing. The employee or the employee's duly authorized representative may bring to the attention of the responsible Carrier official the name or names of other witnesses who may provide material facts for participation in the hearing at least forty-eight (48) hours before the hearing.
 - (e) The notice shall inform each employee so notified of the right to representation and to bring in witnesses.
 - 2. Postponements of Investigation
 - Consistent with the provisions of Section A (1) for a fair and impartial investigation, postponements of the formal proceeding may be requested by either party on reasonable grounds and consent shall not be unreasonably withheld.
 - 3. Conduct of Investigation

- (a) The investigation shall be conducted by a hearing officer designated by the Carrier.
 - (b) NOTE: When another Carrier is involved, this will not preclude an officer of that Carrier from assisting in the hearing recognizing, in any case, that there shall be only one presiding (hearing) officer.
 - (c) Employees whom are in-service attending formal investigations, shall be held at such time as will result in no loss of time for the employee, his representatives (no more than two) and his witnesses that are employed at such point unless otherwise agreed to. The employee shall have the right to represent himself with his duly authorized representative present or be represented at the investigation by a maximum of two duly authorized Organization representatives, with one acting as spokesman for all. The employee(s) involved shall be afforded a reasonable opportunity to secure the presence of his representative(s) and/or necessary witnesses. The employee and/or the employee's representative(s) shall have the right to introduce witnesses in the employee's behalf, to hear all testimony introduced, to question all witnesses and examine all exhibits.
 - (d) The term "duly authorized representative" shall be understood to mean a member of the regularly constituted committee or an officer of the Organization duly authorized to represent the employee in accordance with the Railway Labor Act, as amended.
 - (e) If the formal investigation is not held within the time limits specified in Section B.1 (c), or the decision is not rendered within thirty (30) calendar days from the close of the investigation, the employee will not be disciplined, will be paid for all time lost, and no disciplinary entry will be made in the employee's personal service record. Discipline, if any, must be assessed as soon as practicable but within thirty (30) days of the investigation.
- Section C – Transcript of Investigation
 - 1. It is recognized that the Carrier is responsible for ensuring that an accurate transcript of the investigative proceedings is made.
 - 2. A copy of the decision rendered shall be furnished to the duly authorized representative and the employee at the time the decision is rendered in the event discipline is assessed. A copy of the transcript shall be furnished to the duly authorized

representative or to the employee if he represents himself at the time the decision is rendered in the event discipline is assessed.

- Section D – Time Limits of Appeals
 - 1. When discipline has been assessed as a result of a formal investigation, discipline decisions reached by the Carrier may be adjusted between the Organization designate and the Carrier designate within thirty (30) days of the issuance of the decision. Should the matter fail resolution, claims and grievances resulting from such discipline will be appealed to the Carrier's highest designated officer within forty-five (45) days from the date such decision is received. The Carrier's decision on appeal shall be made within forty-five (45) days of receipt of the appeal. Decisions by the Carrier's highest designated officer will be final and binding unless, within ninety (90) days from the date of the highest designated officer decision issued, proceedings are instituted by the employee or his duly authorized representative before the appropriate division of the National Railroad Adjustment Board or a system, group or regional 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 mutual agreement in any particular case extend the ninety (90) day period herein referred to.
 - 2. If at any point in this appeal procedure or in the proceedings before a tribunal having jurisdiction it is determined that the employee should not have been disciplined, any charges related thereto entered in the employee's personal service record shall be voided. An employee who is suspended or dismissed from service and is thereafter reinstated to service shall be entitled to such benefits as the arbitrator may award.

- Section E – Effect of Time Limits
 - The time limits set forth in this agreement shall govern the discipline procedures to the exclusion of any other rule, practice or agreement to the contrary and such time limits may be extended by mutual agreement in writing.

RULE 17

BASIC DAY AND WEEK

Eight (8) consecutive hours, exclusive of the meal period, shall constitute a day. Five (5) consecutive days with two (2) consecutive days off shall constitute a basic week; the days

off or rest days shall be Saturday and Sunday, except as otherwise agreed upon between the parties in the attached letter agreement.

The Company may establish a normal forty (40) hour work week consisting of four (4) days of ten (10) hours each, Monday thru Thursday, or Tuesday thru Friday, with three (3) consecutive regular rest days.

Company may establish an Alternative Work Week consisting of five (5) consecutive days with two (2) consecutive days off, with Saturday and/or Sunday considered as part of the work week. When Alternative Work Week positions are established, such positions will be bulletined and assignments made in accordance with applicable work rules. At no time will more than seven (7) of the employees who hold seniority on or before the effective date of this understanding be required to accept Alternative Work Week position(s). Employees who hold seniority on or before August 22, 1996 will be paid a differential of forty cents (40¢) per hour for all hours work on Saturday and/or Sunday. Anyone hired after August 22, 1996 is not entitled to the differential referred to above.

RULE 18

HOURS PAID FOR

Regularly established daily working hours will not be reduced below eight (8) hours per day, five (5) days per week, except that this number of days may be reduced in a week in which holidays occur by the number of such holidays.

RULE 19

OVERTIME

Time worked preceding or following and continuous with the regular, five (5) day, eight (8) hour work period or four (4) day, ten (10) hour work period, exclusive of the meal period, shall be computed on the actual minute basis and paid for at time and one-half rates, with double time computed on the actual minute basis after sixteen (16) continuous hours of work in any twenty-four (24) hour period computed from starting time of the employee's regular shift. In weeks containing holidays from Monday through Thursday, employees working a four (4) day work week shall not be entitled to overtime on the other days of their regular work week until after a work period of ten (10) hours forty (40) minutes. Employees required to work in an emergency shall be paid at the rate of time and one-half for hours in excess of regularly scheduled hours until after sixteen (16) continuous hours and thereafter, double time until the beginning of the next regular shift. Employees will receive straight time rate for the remainder of the time worked during the regular assigned work period. Time allowed to eat will not break the continuity of service.

Employees allowed to absent themselves from any portion of assigned work days are not entitled to overtime pay, until they perform a basic day of work that same day.

There shall be no overtime on overtime; neither shall overtime hours paid for, other than hours not in excess of eight (8) paid for at overtime rates on holidays or for changing shifts, be utilized in computing the forty (40) hours per week, nor shall time paid for in the nature of arbitraries or special allowances such as attending court, deadheading, travel time, etc., be utilized for this purpose, except when such payments apply during assigned working hours in lieu of pay for such hours, or where such time is not included under existing rules in computations leading to overtime.

At the end of a work shift, employees assigned to a particular location (making premium rates of pay) will not be displaced unless such a change should arise voluntarily and shall accrue to the incumbent of the position in which it is performed.

Employees who work a premium position (other than laborer), will be given first choice in performing the same position for overtime, including temporary work.

RULE 20

REST DAY AND PAID TIME OFF

- (a) Employees are eligible for holiday benefits after completing 120 calendar days of employment.
- (b) Time worked or held on duty on rest days and the following holidays shall be paid at the rate of time and one-half, with a minimum of two (2) hours and forty (40) minutes as per Rule 21(a):
- New Year's Day
 - Good Friday
 - Memorial Day
 - Fourth of July
 - Labor Day
 - Employee's birthday

Time worked on the following holidays will be paid at a double time rate:

- Thanksgiving
- Day after Thanksgiving
- Christmas Eve
- Christmas

Washington's Birthday and Veterans' Day have been replaced with 2 personal holidays.

Five (5) paid sick days, equaling 40 hours, are extended to each employee. Employee must notify Management as soon as possible and/or prior to shift.

- (c) When any of the above holidays fall on Sunday, the following day shall be considered the holiday. If Christmas falls on a Sunday or Monday, Friday will be considered Christmas Eve. Any holiday falling on a rest day will be celebrated on the nearest work day. If an employee's birthday falls on another designated holiday, an additional eight (8) hours' pay will be awarded with no additional time off, and only the one (1) day celebrated as the holiday. If the employee's birthday is on February 29, it will be celebrated on March 1 in years when there is no February 29.

(d) Each regularly assigned hourly and daily rated employee shall receive eight (8) hours' pay at the pro rata hourly rate of the position to which assigned, subject to the qualifying requirements contained herein, and to the conditions hereinafter provided.

- New Year's Day
- Good Friday
- Memorial Day
- Fourth of July
- Labor Day
- Employee's Birthday
- Thanksgiving Day
- Day after Thanksgiving
- Day before Christmas
- Christmas

Except as provided in the following paragraph for whom holiday pay is provided in Rule 20 hereof shall qualify for such holiday pay if, on the day preceding and the day following the holiday, they satisfy one or the other of the following conditions:

(1) Compensation for service paid by the Company is credited

or

(2) Such employee is available for service

NOTE: "Available" as used in subsection (2) above is interpreted by the parties to mean that an employee is available unless he/she lays off of his/her own accord or does not respond to a call for service, pursuant to the rules of the applicable agreement.

If an employee becomes ill the day preceding or the day following the holiday, the Company may, at its own discretion, request a doctor's statement of his/her illness to qualify for the holiday.

RULE 21

CALLS

- (a) Employees notified or called to perform work not continuous with their regular assigned work period will be allowed a minimum of two (2) hours and forty (40) minutes at time and one-half for two (2) hours and forty (40) minutes' work or less, and if held on duty in excess of two (2) hours and forty (40) minutes, time and one-half will be allowed on the minute basis. The time of employees so called will be begin at the time called (up to one hour maximum to report to headquarters) and end when released.
- (b) Employees called on rest days or holidays, after having been released from regular work period, or on the day before a holiday after being released from regular work period, shall be allowed pay at the rate of time and one-half for the first sixteen (16) hours of service, with a minimum allowance of two (2) hours and forty (40) minutes, and after sixteen (16) continuous hours of service, double time shall be allowed. Should the service for which called continue into the next regular work period, time and one-half shall be allowed in conformity with Rule 19 - Overtime. On calls after normal assigned hours of duty, common practice shall be to call two employees to respond to an emergency, except when no reasonable need exists for both persons, such as times of flagging or when no danger exists for lone employee responding to call.
- (c) Senior employees, if reasonably available, will be given preference to calls.
- (d) Employees laid off in reduction of force and retaining seniority under the provisions of Rule 10 – Retaining Seniority, when called back temporarily for special service will be compensated as follows:

When working the full hours of assignment on the gang with which employed will be paid eight (8) hours at pro rata rate if the gang works five (5) eight (8) hour days per week.

When called for irregular or part time service outside of regular work period, will be paid as per Paragraphs (a) or (b) of this rule.

- (e) Employee shall report for overtime duty on the days and at the times designated by the Department Head, Supervisor or Yard Manager, unless prevented by illness or other unavoidable reason.

RULE 22

ABSORBING OVERTIME

Employees will not be required to suspend work during any assigned work period for the purpose of absorbing overtime.

RULE 23

BEGINNING AND END OF DAY

A headquartered Employees' time will start and end at a regular designated assembling point for each class of employees, which will be a tool house or shop.

Special bulletined crews using mechanized on track equipment may be assigned to report to the job site where equipment was last used. In such instances such job assignments will be considered "mobile" and advertised accordingly. Starting and ending time of mobile crews will be at assembly points at or near the work site designated by management, whether or not a tool house or station building is located there. Mobile employees' time will end at the same designated assembly point their time began.

The regular assigned working territory for "mobile" crews will be the entire Cedar Rapids and Iowa City Railway, from Cedar Rapids, Iowa, to Hills, Iowa, and from Cedar Rapids, Iowa, to Homestead Jct. (with Iowa Interstate Railroad).

To cover travel expenses while reporting to the job site, away from a regular designated assembly point, employees assigned to "mobile" crews will be allowed a per diem allowance of \$25.00 for each day worked.

RULE 24

HOURS OF SERVICE

- (a) For regular day service, the starting time will not be earlier than 5:30 AM and not later than 8:00 AM, and will not be changed without first giving employees affected thirty-six (36) hours notice.
- (b) For planned emergencies, employees will receive overtime for any hours before/beyond the regular eight (8) hour shift and will be required to work the full eight (8) hour shift to receive the overtime pay.
- (c) When two or more shifts are employed, no shift will have a starting time between 12:00 midnight and 5:00 AM.

RULE 25

MEAL PERIOD

- (a) Unless otherwise agreed to by the proper officer and General Chairman, the meal period shall not be more than or less than thirty (30) minutes.
- (b) For operations determined to require continuous hours, eight (8) consecutive hours for five (5) day per week jobs, jobs without meal periods shall be assigned as constituting a day's work, in which case, not less than twenty (20) minutes shall be allowed in which to eat, without deduction in pay, between the ending of the fourth hour and the beginning of the seventh hour after starting work.
- (c) When a meal period is allowed, it shall be assigned between the ending of the fourth hour and the beginning of the seventh hour after starting work, unless otherwise agreed to between the management and the duly accredited representative. If the meal period is not afforded within the period above and is worked, the meal period shall be paid for at the overtime rate and twenty (20) minutes with pay in which to eat shall be afforded at the first opportunity.

- (d) Except when otherwise agreed to by employees directly affected, an employee shall not be required to work more than six (6) continuous hours without being permitted twenty (20) minutes to eat without deduction in pay. Time taken for meals shall not break the continuity of service.

- (e) The second meal and subsequent meals (if any) shall be furnished by the Company.

RULE 26

EXPENSES

When traveling at the request of Company, compensation shall be expenses for meals, single occupancy room, and rental car, if needed. Compensation for travel after normal work times, or on rest days, shall be at time and one-half for actual time traveled. When traveling and attending seminars or training, during normal work hours compensation shall be at regular hourly rate. This rule is not to apply to employees traveling in exercise of their seniority rights.

RULE 27

REPORTING AND NOT USED

Hourly rated employees required to report at the usual scheduled time and place for the day's work, and when conditions prevent such work being performed, will be allowed a minimum of three (3) hours; if held on duty over three (3) hours, the employees will be allowed to complete the day's work.

RULE 28

COMPOSITE SERVICE

An employee working on more than one class of work on any day will be allowed the higher rate of pay for the actual time worked in the higher rated position. When

temporarily assigned by Management to a lower-rated position, his/her rate will not be reduced.

RULE 29

VACATIONS

(a) For employees hired prior to January 1, 2006 the following vacation schedule applies:

1. An annual vacation of five (5) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred twenty (120) days during the preceding calendar year.

2. An annual vacation of ten (10) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred and ten (110) days during the preceding calendar year and who has two (2) or more years of continuous service and who, during such period of continuous service, renders compensated service on not less than one hundred and thirty-three (133) days (151 days in 1949 and 160 days in each of such years prior to 1949) in each of two (2) years, not necessarily consecutive.

3. An annual vacation of fifteen (15) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has eight (8) or more years of continuous service and who, during such period of continuous service, renders compensated service on not less than one hundred and thirty-three (133) days (151 days in 1949 and 160 days in each of such years prior to 1949) in each of eight (8) of such years not necessarily consecutive, and

4. An annual vacation of twenty (20) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has fifteen (15) or more years of continuous service and who, during such period of continuous service, renders compensated service on not less than

one hundred (100) days, (151 days in 1949 and 160 days in each of such years prior to 1949) in each of fifteen (15) of such years, not necessarily consecutive. It is understood between the parties that the Railway policy of vacation qualification will be continued in effect for the term of the Agreement, i.e., that illness and accident leave of ordinary extent shall not cause reduction of vacation qualification.

5. Effective with the calendar year 1975, an annual vacation of twenty-five (25) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year, and who has twenty-one (21) or more years of continuous service and who, during such period of continuous service, renders compensated service on not less than one hundred (100) days (133 days in the years 1950-1959 inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of twenty-one (21) of such years, not necessarily consecutive.

6. Effective with the calendar year 1977, an annual vacation of thirty (30) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has twenty-seven (27) or more years of continuous service and who, during such period of continuous service, renders compensated service on not less than one hundred (100) days in each of twenty-seven (27) of such years, not necessarily consecutive.

(b) All full-time regular employees covered by this Agreement hired January 1, 2006 or after, and continuing in service thereafter shall be entitled to vacations with regular pay, each year, in accordance with the following:

Employees in their first calendar year of employment receive vacation days based on the month (regardless of the day) they were employed.

January	80 hours
February	72 hours
March	64 hours
April	56 hours

May	48 hours
June – August	40 hours
September	32 hours
October	24 hours
November	16 hours
December	8 hours

Employees in their second and subsequent calendar years of employment receive vacation on January 1 of each year as follows

1 – 3 years	10 days (80 hours)
4 – 7 years	15 days (120 hours)
8 – 15 years	20 days (160 hours)
16 – plus	25 days (200 hours)

- (c) That the employees may elect to observe one (1) weeks of their vacation in single day increments, one (1) or more days at a time. Such vacations may be taken upon a twenty-four (24) hours advance notice, consistent with the needs of service, and proper authorization from Department Head.
- (d) Service rendered in any department of the Railway shall be counted in computing days of compensated service and years of continuous service for vacation qualifying purposes under this Agreement.
- (e) Service rendered under agreements between a Company and one or more of the Non-operating Organizations, parties to the General Agreement of August 21, 1954, of which this article is a part, shall be counted in computing days of compensated service and years of continuous service for vacation qualifying purposes under this Agreement.
- (f) Calendar days in each current qualifying year on which an employee renders no service because of his/her own sickness or because of his/her own injury on the

- job shall be included in computing days of compensated service and years of continuous service for vacation qualifying purposes on the basis of a maximum of ten (10) such days for an employee with less than five (5) years of service; a maximum of twenty (20) such days for an employee with five (5) but less than fifteen (15) years of service; and a maximum of thirty (30) such days for an employee with fifteen (15) or more years of service with the employing Company.
- (g) In instances where employees have performed seven (7) months' service with the employing Company, or have performed in a calendar year, service sufficient to qualify them for a vacation in the following calendar year, and subsequently become members of the Armed Forces of the United States, the time spent by such employees in the in the Armed Forces 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 employing Company.
- (h) When, during an employee's vacation period, any of the eight (8) recognized holidays (New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Employee's Birthday, Thanksgiving Day, Day after Thanksgiving, Day before Christmas and Christmas or any day which, by agreement, has been substituted or is observed in place of any of the twelve (12) holidays enumerated above, falls on what would be a work day of the employee's regularly assigned work week, such employee shall receive holiday pay in accordance with Rule 20(b) – Holiday Pay hereof, and shall have vacation period extended by one day, or another day granted in lieu thereof, the option period extended by one day, or another day granted in lieu thereof, the option to be the Railway's in accordance with the needs of the service.
- (i) An employee shall be paid the time and one-half rate for work performed during his/her vacation period in addition to his/her regular vacation pay. It is understood that if an employee who performed the necessary qualifying service in the year prior to the year of his/her death or in the year of his/her death, or both, dies before receiving such vacation or vacations, or payment in lieu thereof, payment of the allowance for such vacation or vacations shall be made to his/her surviving widow, or in the absence of a surviving widow, on behalf of dependent minor child or children, if any.

RULE 30

ATTENDING COURT AND INVESTIGATIONS

Employees attending court, inquests, investigations or hearings under instructions from the railway will be paid the equivalent of the regular assigned hours at the pro rata rate for each calendar day so held, also necessary expenses while away from home.

RULE 31

ICE

Ice shall be furnished to employees covered by this Agreement in quantities to meet their needs for cooling water for drinking purposes. Illness on the job caused by consumption of ice water will not be considered to be an "injury on the job".

RULE 32

RATES OF PAY AND PAY PERIOD

The Railway utilizes a bi-weekly pay period, with payday on Friday of the week following the completion of such pay period.

Base rates of pay to be effective as of the date listed below:

- Beginning 1st Pay Period After Agreement Date

		3%	3%	2.75%	2.5%
		Jan. 1	Jan. 1	Jan. 1	Jan. 1
Classifications	2019	2020	2021	2022	2023
Foreman*	32.32	33.29	34.29	35.23	36.11
Asst. Foreman	30.41	31.32	32.26	33.15	33.98
Operator Class A	30.87	31.80	32.75	33.65	34.49
Track Inspector					
Operator Class B	30.34	31.25	32.19	33.08	33.91
Truck Driver					
Flag Person					
Mechanic					
Laborer	28.89	29.76	30.65	31.49	32.28
Watch Person					
Laborer – 1st year**	26.03	26.81	27.62	28.37	29.08

SEE FOLLOWING NOTES:

NOTE 1: Employees establishing seniority in the Maintenance-of-Way Department on or after the effective date of this Agreement shall receive 90% during the first year and 100% thereafter.

NOTE 2: A newly hired employee having six (6) months' prior satisfactory experience and who furnishes satisfactory evidence thereof, will be considered an experienced employee and will be compensated at the Section Laborers' maximum rate of pay. The preceding notwithstanding, a Laborer of the Company who has forfeited his/her seniority rights by failing to report for work when recalled from furlough, will, if re-hired as a Laborer, qualify only for the rates of pay for First Year Laborer.

NOTE 3: Machine Classifications:

Class A machines are the following:

- 360 Swing
- Production Tamper
- Spiker
- Endloader
- Boom Truck
- Road Grader

Class B machines are the following:

- Ballast Regulator
- Backhoe
- Welder
- Chase Tamper
- Skidloader
- Tie Machine

The Company and the Organization shall jointly classify machines not listed above in a manner consistent with existing classifications.

As additional equipment is acquired, the Company and the Organization will meet and confer to decide the manner in which employees will break in on the various machines. First, a bulletin will be posted which will list the machinery that requires additional operators, number of operators and any other pertinent information. Interested employees will then submit a letter indicating interest and any previous experience or other factors to be considered. A local representative from the Organization and one from the Railway will meet and confer, concerning which employees are to break in

and the manner of such training. Items to consider are seniority, previous experience and other machines on which they are already qualified.

NOTE 4: To hold positions other than Laborer ninety (90) calendar days or more subsequent to the effective date of this Agreement, an employee must provide the Company with evidence, including license number and expiration date, that he/she holds a valid Type A commercial diver's license. The Company will reimburse the employee for all additional licensing costs incurred because of this rule, including the cost of early renewal of his/her ordinary driver's license. An employee whose license is revoked or suspended is subject to loss of qualification for positions other than Laborer until the license is restored, after which he/she shall have twenty (20) work days in which to re-qualify. Provided that he/she re-qualifies, his/her seniority shall be unaffected by the temporary revocation or suspension.

NOTE 5: Computation of Hourly Rates

When hourly rates are computed, hourly rates less than one-half (1/2) cent will be dropped, with exactly one-half (1/2) cent and above increased to an even cent.

RULE 33

This Agreement shall be printed by the Company and any employee affected thereby shall be provided with a copy upon request.

RULE 34

LEAVE UNDER THE FAMILY AND MEDICAL LEAVE ACT

There may be cases when a leave of absence from active employment is necessary for family or medical reasons. This rule complies with the provisions of the Family and Medical Leave Act of 1993 ("FMLA"). All employee rights and remedies under FMLA are incorporated into this Agreement and shall be subject to the grievance provisions of Rule 16 – Discipline & Grievances. Any changes to the law regarding FMLA would supersede the contract language pertaining to FMLA.

a). Eligible Employees

Employees who have worked for the Company for at least twelve (12) months prior to the request for leave and have worked at least 1,250 hours in the preceding twelve (12) month period.

An eligible employee may take leave under this rule for the following reasons:

- The birth of a child to the employee or the employee's spouse;
- The placement of a child with the employee for adoption or foster care;
- The need to care for a spouse, son, daughter, or parent with a serious health condition; or
- A serious health condition that makes the employee unable to perform his or her essential job functions.

b). Length of Leave

Eligible employees may be entitled to up to twelve (12) weeks of unpaid leave within a twelve (12) month period without loss of seniority or benefits. The amount of leave available to an employee at any given time will be calculated by looking backward at how much leave has been taken by the employee in the twelve (12) month period preceding the requested leave. Employees are expected to return to work when the reason for the leave has terminated. Employees who fail to return to work after the end of the authorized leave may be terminated. Any leave taken under this rule and any leave taken for any reason which would qualify under FMLA will be counted against the employee's leave entitlement under FMLA.

c). Substitution of Paid Vacation

Employees must first exhaust any available sick leave, unused vacation, and personal holiday time before continuing with an unpaid leave provided under this rule, for a total of twelve (12) weeks of leave.

d). Medical Certification

If a leave of absence is taken because of a serious health condition of the employee or the employee's family member, the employee must provide written medical certification to his/her supervisor within fifteen (15) days from the date such certification is requested or as soon as reasonably practicable. Failure to provide medical certification in a timely manner will result in delay of leave. The Company reserves the right to require that the employee receive a second (and possibly a third) opinion from another health care provider at the Company's expense certifying the serious health condition of the employee or the employee's family member.

The Company may also require that an employee periodically during the leave provide recertification of the serious health condition.

Before returning to work, an employee who is on a leave of absence necessitated by his or her own serious health condition will be required to submit certification from a health care provider that the employee is able to return to work. Failure to provide such certification may result in the delay or denial of job restoration.

e). Notification

Employees who expect or anticipate taking FMLA leave are required to notify their supervisor of the approximate date for commencement of leave at least thirty (30) days in advance of the leave, or as soon as practicable. In cases where the need for leave is foreseeable, an employee's failure to provide thirty (30) days notice prior to taking leave may result in delay of leave. If the need for leave is not foreseeable, notice must be given as soon as practicable.

f). Maintenance of Health Benefits

While an employee is on family or medical leave, health insurance coverage is provided as if the employee were not on leave. The employee will remain personally responsible for paying the employee's portion of the insurance premium. Failure to pay premiums in a timely manner may result in lapse of coverage.

g). Return from Leave

Upon return to work from a family or medical leave, employee shall be reinstated to their former position without loss of seniority or benefits which accrued prior to leave. Employees who do not return to work at the end of their authorized leaves may be terminated and required to repay any insurance premiums paid by the Company, unless such failure to return is caused by the continued serious health condition of the employee or employee's family member, or other circumstances beyond the employee's control.

RULE 35

Section 1

In accordance with and subject to the terms and conditions hereinafter set forth, all employees of the Railway now or hereafter subject to the Agreement between the parties hereto, except as hereinafter provided, shall, as a condition of their continued employment subject to such Agreement, become members of the Brotherhood representing their craft or class within sixty (60) calendar days of the date they first perform compensated service as such employees after the effective date of this amendment, and thereafter shall maintain membership in the Brotherhood; except that such membership shall not be required of any individual until he/she has performed compensated service on thirty (30) days within a period of twelve (12) consecutive months. Nothing in this amendment shall alter, enlarge or otherwise change the coverage of the present or future Agreement.

Section 2

This amendment shall not apply to employees while occupying positions which are excepted from the bulletining and displacement rules of the Agreement, but this provision shall not include employees who are subordinate to and report to other employees who are covered by this amendment. However, such excepted employees are free to be members of the Brotherhood at their option.

Section 3

- (a) Employees who retain seniority under the Agreement and who are regularly assigned or transferred to full-time employment not covered by such Agreement,

or who, for a period of thirty (30) days or more, are (1) furloughed on account of force reduction, or (2) on leave of absence, or (3) absent on account of sickness or disability, will not be required to maintain membership as provided in Section 1 of this amendment so long as they remain in such other employment, or furloughed or absent as herein provided, but they may do so at their option. Should such employees return to any service covered by the said Agreement and continue therein thirty (30) calendar days or more, irrespective of the number of days actually worked during that period, they shall, as a condition to their continued employment subject to such Agreement, be required to become and remain members of the Brotherhood within thirty-five (35) calendar days from date of their return to such service.

- (b) The seniority status and rights of employees furloughed to serve in the Armed Forces or granted leaves of absence to engage in studies under an education and program sponsored by the Federal Government or a state government for the benefit of ex-service men shall not be terminated by reason of any of the provisions of this amendment, but such employees shall, upon resumption of employment, be considered as new employees for the purposes of applying this amendment.
- (c) Employees who retain seniority under the Agreement and who, for reasons other than those specified in subsections (a) and (b) of this section, are not in service covered by such Agreement, or leave such service, will not be required to maintain membership as provided in Section 1 of this amendment so long as they are not in service covered by such Agreement, but they may be do at their option. Should such employees return to any service covered by the Agreement, they shall, as a condition of their continued employment, be required, from the date of return to such service, to become and remain members in the Brotherhood.
- (d) Employees who retain seniority under the rules and working condition agreements of their class or craft, who are members of another railway labor organization representing that class or craft and who, in accordance with the rules and working condition agreements of that class or craft, temporarily perform work in another class of service shall not be required to be members of the Brotherhood whose agreement covers the other class of service until the date the employees hold regularly assigned positions within the scope of the agreement covering such other class of service.

Section 4

Nothing in this amendment shall require an employee to become or to remain a member of the Brotherhood if such membership is not available to such employee upon the same terms and conditions as are generally applicable to any other member, or if the membership of such employee is 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. For purposes of this amendment, dues, fees and assessments shall be deemed to be "uniformly required" if they are required of all employees in the same status at the same time in the same organizational unit.

Section 5

- (a) Each employee covered by the provisions of this amendment shall be considered by the Railway to have met the requirements of this amendment unless and until the Railway is advised to the contrary in writing by the Brotherhood. The Brotherhood will notify the Railway in writing by Certified Mail, or by personal delivery evidenced by receipt, of any employee who it is alleged has failed to comply with the terms of this amendment and who the Brotherhood therefore claims is not entitled to continue in employment subject to the Agreement. The form of notice to be used shall be agreed upon by the Railway and the Brotherhood, and the form shall make provision for specifying the reasons for the allegation of non-compliance. Upon receipt of such notice, the Railway will, within ten (10) calendar days of such receipt, so notify the employee concerned in writing by Certified Mail, or by personal delivery evidenced by receipt, of any employee who, it is alleged, has failed to comply with the terms of this amendment and who the Brotherhood, therefore, claims is not entitled continue in employment subject to the Agreement. The form of notice to be used shall be agreed upon by the Railway and the Brotherhood, and the form shall make provisions for specifying the reasons for the allegation of non-compliance. Upon receipt of such notice, the Railway will, within ten (10) calendar days of such receipt, so notify the employee concerned in writing by Certified Mail, or by personal delivery evidenced by receipt. Copy of such notice to the employee shall be given the Brotherhood. An employee so notified who disputes the fact that he/she has failed to comply with the terms of this amendment shall, within a period of ten (10) calendar days from the date of receipt of such notice, request the Railway in writing by Certified Mail, or by personal delivery evidenced by receipt, to accord him/her a hearing. Upon receipt of such request, the Railway shall set a date for hearing which shall be held within ten (10) calendar days of the date of receipt of request therefor. Notice of

the date set for hearing shall be promptly given the employee in writing with copy to the Brotherhood by Certified Mail, or by personal delivery, evidenced by receipt. A representative of the Brotherhood shall attend and participate in the hearing. The receipt by the Railway of a request for a hearing shall operate to stay action on the termination of employment until the hearing is held and the decision of the Railway is rendered.

In the event the employee concerned does not request a hearing as provided herein, the Railway shall proceed to terminate his/her seniority and employment under the Agreement not later than thirty (30) calendar days from receipt of the above-described notice from the Brotherhood, unless the Railway and the Brotherhood agree otherwise in writing.

- (b) The Railway shall determine on the basis of the evidence produced at the hearing whether or not the employee has complied with the terms of this amendment and shall render a decision within twenty (20) calendar days from the date that the hearing is closed, and the employee and Brotherhood shall be promptly advised thereof in writing by Certified Mail.

If the decision is that the employee has not complied with the terms of this amendment, his/her seniority and employment under the Agreement shall be terminated within twenty (20) calendar days of the date of said decision, except as hereinafter provided or unless the Railway and the Brotherhood agree otherwise in writing.

If the decision is not satisfactory to the employee or to the Brotherhood, it may be appealed in writing, by Certified Mail, directly to the highest officer of the Railway designated to handle appeals under this amendment. Such appeals must be received by such officer within ten (10) calendar days of the date of the decision appealed from and shall operate to stay action on the termination of seniority and employment, until the decision on appeal is rendered. The Railway shall promptly notify the other party in writing, by Certified Mail, of any such appeal. The decision on such appeal shall be rendered within twenty (20) calendar days of the date the notice of appeal is received, and the employee and the Brotherhood shall be promptly advised thereof in writing by Certified Mail.

If the decision on such appeal is that the employee has not complied with the terms of this amendment, his/her seniority and employment under the Agreement shall be terminated within twenty (20) calendar days of the date of said decision unless selection of a neutral person is requested as provided below, or unless the Railway and the Brotherhood agree otherwise in writing. The decision on appeal shall be final and binding unless within ten (10) calendar days from the date of the decision, the Brotherhood or the employee involved requests the selection of a neutral person to decide the dispute as provided in Section 5(c) below. Any request for selection of a neutral person as provided in Section 5(c) below shall operate to stay action on the termination of seniority and employment until not more than ten (10) calendar days from the date decision is rendered by the neutral person.

- (c) If, within ten (10) calendar days after the date of a decision on appeal by the highest officer of the Railway designated to handle appeals under this amendment, the Brotherhood or the employee involved requests such highest officer, in writing, by Certified Mail, that a neutral be appointed to decide the dispute, a neutral person to act as sole arbitrator to decide the dispute shall be selected by the highest officer of the Railway designated to handle appeals under this amendment or his/her designated representative, the Chief Executive of the Brotherhood or his/her designated representative, and the employee involved or his/her representative. If they are unable to agree upon the selection of a neutral person, any one of them may request the Chairman of the National Mediation Board in writing to appoint such neutral. The Railway, the Brotherhood and the employee involved shall have the right to appeal and present evidence at a hearing before a neutral arbitrator. Any decision by such neutral arbitrator shall be made within thirty (30) calendar days from the date of receipt of the request for his/her appointment and shall be final and binding upon the parties. The Railway, the employee and the Brotherhood shall be promptly advised thereof in writing by Certified Mail. If the position of the employee is sustained, the fees, salary and expenses of the neutral arbitrator shall be borne in equal shares by the Railway and the Brotherhood. If the employee's position is not sustained, such fees, salary and expenses shall be borne in equal shares by the Railway, the Brotherhood and the employee.
- (d) The time periods specified in this section may be extended in individual cases by written agreement between the Railway and the Brotherhood.

- (e) Provisions of investigation and discipline rules contained in the Agreement between the Railway and the Brotherhood will not apply to cases arising under this amendment.
- (f) The General Chairman of the Brotherhood shall notify the Railway in writing of the title(s) and address(es) of its representatives who are authorized to serve and receive the notices described in this amendment. The Railway shall notify the General Chairman of the Brotherhood in writing of the title(s) and address(es) of its representatives who are authorized to receive and serve the notices described in this amendment.
- (g) In computing the time periods specified in this amendment, the date on which a notice is received or decision rendered shall not be counted.

Section 6

Other provisions of this amendment to the contrary notwithstanding, the Railway shall not be required to terminate the employment of an employee until such time as a qualified replacement is available. The Railway may not, however, retain such employee in service under the provisions of this section for a period in excess of sixty (60) calendar days from the date of the last decision rendered under the provisions of Section 5, or ninety (90) calendar days from date of receipt of notice from the Brotherhood in cases where the employee does not request a hearing. The employee whose employment is extended under the provisions of this section shall not, during such extension, retain or acquire any seniority rights. The position will be advertised as vacant under the bulletining rules of the Agreement, but the employee may remain in the position he/she held at the time of the last decision, or at the date of receipt of notice where no hearing is requested pending the assignment of the successful applicant, unless displaced or unless the position is abolished. The above periods may be extended by agreement between the Railway and the Brotherhood.

Section 7

An employee whose seniority and employment under the Agreement are terminated pursuant to the provisions of this amendment or whose employment is extended under Section 6 shall have no time or money claims by reason thereof.

If the final determination under Section 5 of this amendment is that an employee's seniority and employment in a craft or class shall be terminated, no liability against the Railway in favor of the Brotherhood or employees based upon an alleged violation, misapplication or non-compliance with any part of this amendment shall arise or accrue during the period up to the expiration of the sixty (60) or ninety (90) day periods specified in Section 6, or while such determination may be stayed by a court, or while a discharged employee may be restored to service pursuant to judicial determination. During such periods, no provision of any other agreement between the parties hereto shall be used as the basis for a grievance or time or money claim by or on behalf of any employee against the Railway predicated upon any action taken by the Railway in applying or complying with this amendment or upon an alleged violation, misapplication or non-compliance with any provision of this amendment. If the final determination under Section 5 of this amendment is that an employee's employment and seniority shall not be terminated, his/her continuance in service shall give rise to no liability against the Railway in favor of the Brotherhood or other employees based upon an alleged violation, misapplication or non-compliance with any part of this amendment.

Section 8

In the event that seniority and employment under the Agreement are terminated by the Railway under the provisions of this amendment, and such termination of seniority and employment is subsequently determined to be improper, unlawful or unenforceable, the Brotherhood shall indemnify and save harmless the Railway against any and all liability arising as the result of such improper, unlawful or unenforceable termination of seniority and employment; provided, however, that this section shall not apply to any case in which the Railway involved is the plaintiff or the moving party in the action in which the aforesaid determination is made or in which case such Railway in defending suits by employees whose seniority and employment are terminated by the Railway under the provisions of this amendment.

Section 9

An employee whose employment is terminated as a result of non-compliance with the provisions of this amendment shall be regarded as having terminated his/her employee relationship for vacation purposes.

Section 10

- (a) The Railway shall periodically deduct from the wages of employees subject to this amendment periodic dues, initiation fees and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership in the Brotherhood, and shall pay the amount so deducted to such officer of the Brotherhood as the Brotherhood shall designate; provided, however, that the requirements of this subsection (a) shall not be effective with respect to any individual employee until he/she shall have furnished the Railway with a written assignment to the Brotherhood of such membership dues, initiation fees and assessments, which assignment shall be revocable in writing after the expiration of one (1) year or upon the termination of this amendment, whichever occurs sooner.
- (b) The provisions of subsection (a) of this section shall not become effective unless and until the Railway and the Brotherhood shall, as a result of further negotiations, agree upon the terms and conditions under which such provisions shall be applied; such agreement to include, but not be restricted to, the means of making said deductions, the amounts to be deducted, the form, procurement and filing of authorization certificates, the frequency of deductions, the priority of said deductions with other deductions now or hereafter authorized, the payment and distribution of amounts withheld and any other matters pertinent thereto.
- (c) Employees of the Company not otherwise subject to this Agreement, but who voluntarily acquire or maintain membership in the Brotherhood pursuant to Section 2 of this rule shall be subject to periodic dues, fees and assessments uniformly required as a condition of acquiring or retaining membership in the Brotherhood. Sub-sections (a) and (b) of this section shall apply in such instances.

RULE 36

HEALTH BENEFITS

The benefits program which allows each eligible employee to customize a benefits package to best fit the needs of the individual. Options are medical, dental, life, long term disability, flexible spending, supplemental life, and accidental death and dismemberment.

Selection of options is an annual process that occurs in October and November of each year. Annual enrollment elections take effect January 1 and remain in effect the entire calendar year.

RULE 37

JURY PAY

An employee who has been called for jury duty shall be paid at straight-time earnings at the rate of the last service performed for each regular work day upon which they are required to report to the court. If they are temporarily excused from jury duty, they shall report to the Manager, and be given 30 minutes preparatory time from the time excused from jury duty to return to work to complete a regular work day.

Upon receipt of payment for services in connection with jury duty, the employee will surrender such payment promptly to the Company, along with Auditor's Statement showing number of days of jury duty for which payment was received. This payment is not to include any expenses outside of the hourly pay received by the courts. No other reimbursement will be given by the Company.

RULE 38

CASH BALANCE PLAN

Retirement Plan – Enhanced 401-K Plan: The Company will provide a 401-K Plan in which the employees can voluntarily contribute to on a pre-tax basis. The Company will also contribute to the employee’s 401-K fund, fifty (50) cents for every dollar the employee contributes, up to a maximum of eight percent (8%) of the employee’s earnings.

In addition to the matching contribution, the Company will make cash contributions into the employees’ 401-K fund based on the combined age and continuous years of service of the employee.

Age + Years of Service	Company Cash Contribution
≤ 49	4%
50 – 69	5%
70+	6%


Vesting

- “Employee Contributions are 100% vested immediately
- Company Match is 100% vested immediately
- Employer Cash Contribution is subject to 3-year cliff vesting. You will be 100% vested after 3 years of service”

This Agreement, as hereby amended, shall be and remain in full force and effect through December 31, 2023, and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended. No party to this agreement shall change, prior to November 1, 2023 (not to become effective prior to January 1, 2024), any Notice or provision for the purpose of changing the subject matters of the provisions of this Agreement.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of December 31, 2019.

CEDAR RAPIDS AND IOWA CITY RAILWAY COMPANY

By 
President

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

By _____
Vice President

By _____
General Chairman