

2018-2022

National Agreement

Between

Halcon Corporation

And

United Electrical, Radio and
Machine Workers of America,
(UE) Locals 155, 716, 977,
1077, 1177 & 1477

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LABOR AGREEMENT

THIS AGREEMENT made and entered into as of the 12th day of December 2018, by and between Hallcon Corporation (hereinafter referred to individually and collectively as the "Employer"), and United Electrical, Radio and Machine Workers of America (UE) Locals 155, 716, 977, 1077, 1177 & 1477 (hereinafter referred to as the "Union").

WITNESSETH

WHEREAS, it being mutually desired between the parties to bring about and effectuate a spirit of fair dealing, promote the general welfare of the railroad transportation industry and its employees, to maintain the highest standards of safety and cooperation of the industry, holding it in high public repute while resolving disputes and grievances amicably, the parties hereto agree with each other as follows:

ARTICLE 1 RECOGNITION AND SCOPE OF AGREEMENT

The Employer hereby recognizes the Union as the sole and exclusive bargaining agent, for the purposes of establishing wages, hours, benefits and conditions of employment, for all full-time and regular part-time road drivers, yard drivers, radius drivers, shuttle drivers, lead drivers, yard managers and yard coordinators employed by the Employer and currently organized by the UE Union at, or out of the rail yards located in the States of California, Colorado, Illinois, Indiana, Ohio, Oklahoma, New Jersey, New Mexico, Nevada, Louisiana, Wisconsin, Houston, Galveston TX, St. Louis MO, Memphis TN, Chicago, IL Amtrak as well as any and all future locations that the Employer is contracted to perform work within a 200 mile radius of the locations covered by this Agreement and in Alliance, Bellevue, Cleveland, Crestline, Youngstown, Carey Station, Mansfield and Portsmouth Ohio; but excluding all office clerical employees and guards, professional employees and supervisors as defined in the National Labor Relations Act. The locations covered by this Agreement shall constitute one single bargaining unit.

This Agreement shall also apply to any future sites at which the Union is lawfully recognized as the collective bargaining representative of employees of the Employer. In such cases wage rates (yard, road and shuttle/radius), paid time off (PTO) provisions and benefit contributions shall be negotiated by the Union and the Company but all other terms of this Agreement shall apply. The employees currently covered under this Agreement, and those who opt into this Agreement during its terms shall constitute a single bargaining unit.

Upon written request of the Union, the Employer will recognize the Union without an NLRB election if the Union secures a simple majority of authorization cards of the Employees in the proposed bargaining unit, with independent neutral party verification of majority status.

ARTICLE 2 UNION SECURITY & DUES CHECKOFF

SECTION 1: UNION SECURITY

The Employer will not attempt to discourage nor interfere with the right of any employee to join the Union. The Employer will not discriminate against, interfere with, restrain, or coerce any employee because of membership or lawful activity in the Union. The Union will not discriminate against or harass any employee who chooses not to join the Union. The Employer shall distribute in a neutral manner: Union welcome literature and membership cards to all new employees. The Employer shall promptly collect fully executed membership cards and submit the signed cards to Uniondues@hallcon.com and a UE email at uedues@gmail.com. The Employer will also promptly identify which drivers have and have not returned executed Union membership cards.

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

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

SECTION 2: DUES

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

from the pay of each employee upon receipt of a signed "Authorization for Check-Off of Dues" Form and as long as the employee continues to authorize such deductions in writing. Such forms will be supplied by the Union. Barring any unforeseen circumstances beyond our control, sums deducted under the above provisions shall be remitted to the Financial Secretary-Treasurer of the corresponding UE Local designated by the Union on a monthly basis, no later than the 3rd day of the following month deductions were taken out of employee's earnings. If for any reason, dues are not deducted from that pay, the deduction will be made from the next check.

SECTION 3: NEW EMPLOYEE ORIENTATION

The Employer will notify the Union of the date and time of pre-arranged new-hire orientation sessions 24 hours prior to the session. The Union shall have thirty (30) minutes on the property to address the new hires at the end of the new-hire orientation. The Union personnel as well as new employees shall be paid for the 30 minutes. This will count as hours worked and will be compensated.

ARTICLE 3 HOURS AND WORKWEEK

SECTION 1: WORK WEEK

The normal hours of work will be eight (8) hours per day, 40 hours per week for yard and radius drivers. Shuttle drivers shall be either 8-hour or 12-hour shifts. The normal hours of work for road drivers will be forty-eight (48) hours per week. Road drivers will mark up on their road board for no less than 48 hours each week. This is not a requirement that they work 48 hours. There shall be no penalty for a driver refusing additional work above the normal hours of work in a work week. Drivers in van parked areas who complete the normal hours for the week shall be taken off the board. This shall not prevent the driver from working on their off day, should they choose to do so. The work week will begin at 12:00 a.m. on Sunday and end at midnight the following Saturday. The Employer shall make every reasonable effort to assign drivers at least forty (40) hours of work per week. However, in no event shall this be construed as a guarantee of hours per day or week¹.

For New Jersey drivers the work week will begin at 12:01 a.m. on Friday and end at 12:00 midnight the following Thursday.

SECTION 2: WORK SCHEDULES

Before a permanent change of start times for regularly scheduled yard assignments in a particular yard or days off for On Call Road Drivers lasting more than two weeks is made effective, the Employer will give the Union and affected employees ten (10) days advance notice and the opportunity to discuss the change. In cases when the Employer receives less than ten (10) days' notice from its customer, the Employer shall inform affected employees as soon as possible. This shall not apply in the case of emergencies, when employees are called in to cover the shift of another employee due to absences, for shift changes of less than two (2) weeks or shift changes that do not affect all employees.

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

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

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

SECTION 3: AVAILABLE WORK SELECTION

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

¹ See Side letter #5 Memorandum on 40 Hour

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

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

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

D.) Drivers who are rested and assigned to a particular yard shall have preference where non-routine work (standing orders, flag jobs, irregular jobs) becomes available based on seniority. Management shall use and maintain a regular overtime list to be used for each yard, road-board and railroad. Drivers must request in writing to be on the overtime list or to be taken off the overtime list.

SECTION 4: VAN SWAPS IN NON-PARKED LOCATIONS

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

ARTICLE 4 WORK TIME

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

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

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

- The Start time will begin at the scheduled pick up time or the arrival time (whichever is later) for all home trips.
- Away trips will begin when the driver departs for their pickup.
- The end time will terminate at the final drop location for home drops.
- The end time will terminate at the end of trip for away from home drops.

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

For purposes of defining home locations, the home location will be considered any trip that originates or ends in the **California**: UP Yard at Glendale, for Glendale employees, the UP Yard in Long Beach for Long Beach employees, the UP yard in San Jose for San Jose employees, the UP Yard in Oakland/Richmond for Oakland

employees, the BNSF Yard in Oakland/Richmond for Richmond employees, and 410 J Street or other location in the vicinity of 9th-10th and Chestnut for Marysville employees; In **Illinois**: for Cicero F74/ Hillside F74A drivers, Cicero yard or Corwith Yard, Aurora Yard for Aurora drivers, and LPC for Joliet drivers, Benton drivers the Benton Yard, Granite City the A.O. Smith Yard; in **Missouri**, St. Louis the Luther Yard ; in **Oklahoma**: Enid UP Depot for Enid drivers, Chickasha UP Depot for Chickasha drivers; in **Louisiana**: Shreveport-621 Lake, Baton Rouge-2400 N River Rd., Avondale-2123 Hwy 90, New Orleans-2351 Hickory Ave; in **New Mexico**: Lordsburg drivers, Lordsburg Yard.

SECTION 3: FOR AREAS WHERE DRIVERS PARK VANS

The start and end time for all drivers shall be when the driver logs into the IVR and starts or ends a trip.

ARTICLE 5 ROAD BOARD ROTATION

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

SECTION 1: VAN PARKED LOCATIONS ONLY:

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

SECTION 2: VAN SWAP AREAS ONLY:

1. On call drivers will be dispatched by a board rotation system. Once a driver receives a run, they will continue to receive trips until their hours for the day are completed. Driver rotation for these drivers will be determined by first in first out.
2. A driver that is unavailable for work for any reason, including rest, will be removed from the board. Upon their return, they will be placed at the bottom of the board.
3. If a driver has less than 2 hours (1 hour and 59 minutes or less) of HOS, they will be automatically put on rest and removed from the board.

SECTION 3: FAIR BOARD ROTATION

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

ARTICLE 6 OVERTIME & TEMPORARY YARD VACANCIES

SECTION 1: CONDITIONS

Time and one-half an employee's regular hourly rate shall be paid for all work performed in excess of 40 hours per week. With due regard for the need for efficient operations, the Employer will make every reasonable effort to give advance notice of overtime work as soon as possible and to distribute overtime equally. Management shall use and maintain a regular overtime list to be used for each yard, road-board and railroad. Drivers must request in writing to be on the overtime list or to be taken off the overtime list.

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

SECTION 2: TEMPORARY YARD VACANCIES BY LOCATION

CALIFORNIA TEMPORARY YARD VACANCIES

When a scheduled or unscheduled vacancy occurs in a yard, the Employer will attempt to fill the vacancy by calling employees in the following order prior to the start of the shift:

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

No driver shall be penalized for covering a yard vacancy under this Section by virtue of being forced to miss an otherwise regularly scheduled shift/day for which the driver is rested and available. The Employer shall have the option to allow the employee to work the shift/day at the applicable premium rate, or to require the employee to miss the shift/day and pay the employee eight (8) hours at the employee's regular rate. In the event the Employer opts to pay and require the employee to miss the shift/day, the hours paid to the employee shall not count as hours worked.

ILLINOIS, INDIANA, COLORADO, MISSOURI, WISCONSIN, TEXAS, LOUISIANA, NEW MEXICO, OKLAHOMA OVERTIME AND TEMPORARY YARD VACANCIES

When a scheduled or unscheduled vacancy occurs in a yard, the Employer will attempt to fill the vacancy by calling the following groups of employees by seniority:

1. Part time yard or radius drivers assigned to the yard in which the vacancy exists
2. Full time yard or radius drivers assigned to the yard in which the vacancy exists
3. By whatever means necessary including but not limited to "splitting" the shift with regularly assigned full time yard or radius drivers, or calling a qualified road driver.

For purposes of this Section, a part-time employee is an employee who is regularly scheduled to work yard or radius positions less than 32 hours per week. Full time employees are only eligible for a vacancy if they are available and rested (i.e rested from their last shift and will not create a double-shift situation for their next shift) to fill the position, in seniority order. The Employer is not bound to this procedure if the vacancy arises within two hours of the shift start time. The Employer shall make every effort to avoid mandatory overtime.

NEVADA TEMPORARY YARD VACANCIES

When a scheduled or unscheduled vacancy occurs in a yard, the Employer will attempt to fill the vacancy by calling employees in the following order if the Employer is notified of the vacancy four or more hours prior to the start of the shift:

1. With an employee regularly assigned to the yard in which the vacancy occurs who is scheduled for less than 40 hours.
2. By calling the first out road driver assigned to the board that works from the yard in which the vacancy exists.
3. By offering to split the shift between the employees assigned to the shift prior to and after the vacancy.
4. By calling rested and available full-time yard drivers assigned to the yard in which the vacancy occurs in seniority order, provided, that the Employer need not call an employee who is either a.) Is not rested for the vacant position, or b.) Would not be rested for their own shift by virtue of working the vacant position.

No driver shall be penalized for covering a yard vacancy under this Section by virtue of being forced to miss an otherwise regularly scheduled shift/day for which the driver is rested and available. The Employer shall have the option to allow the employee to work the shift/day at the applicable premium rate, or to require the employee to miss the shift/day and pay the employee eight (8) hours at the employee's regular rate. In the event the Employer opts to pay and require the employee to miss the shift/day, the hours paid to the employee shall not count as hours worked.

NEW JERSEY TEMPORARY YARD VACANCIES

When a scheduled or unscheduled vacancy occurs in a yard, the Employer will attempt to fill the vacancy by calling the following groups of employees by seniority:

1. Part time yard or radius drivers assigned to the yard in which the vacancy exists
2. Full time yard or radius drivers assigned to the yard in which the vacancy exists
3. Part time or full-time yard or radius drivers assigned to either Croxton or Oak Island, which ever yard that did not have the vacancy.
4. By whatever means necessary including but not limited to "splitting" the shift with regularly assigned full time yard or radius drivers or calling a qualified road driver.

For purposes of this Section, a part-time employee is an employee who is regularly scheduled to work yard or radius positions less than 32 hours per week. Full time employees are only eligible for a vacancy if they are available and rested (i.e rested from their last shift and will not create a double-shift situation for their next shift) to fill the position, in seniority order. The Employer is not bound to this procedure if the vacancy arises within two hours of the shift start time. The Employer shall make every effort to avoid mandatory overtime.

The Employer agrees it will not arbitrarily reduce any employee's normal hours of work and will grant preference for available work hours based on seniority. Seniority shall be based on location first, then in the following manner: Croxton-Croxton Yard, Croxton Road, Oak Island, Pavonia; Oak Island-Oak Island, Croxton Yard; Pavonia-Pavonia Yard, Croxton Road, Croxton Yard, Oak Island. For purposes of Seniority, Oak Island shall include Port Newark, Port Reading and Metuchen.

OHIO TEMPORARY YARD VACANCIES

When a scheduled or unscheduled vacancy occurs in a yard and the Employer has at least three (3) hours prior notice, the Employer will attempt to fill the vacancy by calling employees in seniority order:

1. Part time yard or radius drivers assigned to the yard in which the vacancy exists.
2. Full time yard or radius drivers assigned to the yard in which the vacancy exists.
3. By whatever means necessary included but not limited to splitting the shift with regularly assigned full time yard or radius drivers or calling a yard qualified road driver.

No driver shall be penalized for covering a yard vacancy under this Section by virtue of being forced to miss an otherwise regularly scheduled shift/day for which the driver is rested and available. The Employer shall have the option to allow the employee to work the shift/day at the applicable premium rate, or to require the employee to miss the shift/day and pay the employee eight (8) hours at the employee's regular rate. In the event the Employer opts to pay and require the employee to miss the shift/day, the hours paid to the employee shall not count as hours worked.

SECTION 3: NO PENALTY FOR COVERING VACANCY

No driver shall be penalized for covering a yard vacancy under this Section by virtue of being forced to miss an otherwise regularly scheduled shift/day for which the driver is rested and available. The Employer shall make every effort to avoid mandatory overtime.

Driver shall be paid time and one half (1 ½) for any mandatory overtime or being told to stay over without prior notice of 72 hours or more. This does not apply in States where the payment of overtime after 8 hours is mandatory.

For California and Nevada employees only: The Employer shall have the option to allow the employee to work the shift/day at the applicable premium rate, or to require the employee to miss the shift/day and pay the

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

ARTICLE 7 BREAKS & MEAL PERIOD

All drivers shall have the right for one (1) thirty (30) paid meal break during each 8-hour shift. In addition, all drivers shall have the right to take two-ten-minute rest breaks for each 8 hours worked. All drivers will take breaks in a manner that does not disrupt customer service. Drivers have the right to waive their meal period. The Employer shall relinquish control over the employee's duties and permit a reasonable opportunity for an uninterrupted 30-minute paid meal period. The first meal period shall take place after no more than 5 hours of work and a second meal period after no more than 10 hours of work.

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

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

CALIFORNIA DRIVERS ONLY

All drivers who work more than six (6) hours a day must take an uninterrupted meal period of at least 30 minutes during which they are to be relieved of all duties. Meal periods must begin by the end of an employee's fifth hour of work. Employees who work no more than six (6) hours a day may voluntarily agree to waive their meal period (in writing) for that day if their supervisor agrees to allow such a waiver. Employees who work over six (6) hours may not waive their meal period. Employees who work more than ten (10) hours a day must take two uninterrupted meal periods of thirty (30) minutes each during which they are relieved of all duties. The second meal period must begin by the end of an employee's tenth hour of work. Employees are not to be on-call or on-duty during either rest breaks or meal periods. Employees should not perform any work during either rest breaks or meal periods. For example, when Road Drivers are asked to return telephone calls as soon as possible, it does not mean Road Drivers are to interrupt their meal periods or rest breaks. They should return calls only after they completed their uninterrupted rest break or meal period. Employees should not decide on their own that business needs will prevent them from taking timely meal and rest breaks. Before either missing or taking a late meal or rest break, employees are required to first check with their supervisor so that adjustments can be made if necessary.

The Employer must provide a 30-minute paid meal period if the driver is on duty more than five hours, except if the total work period is no more than six hours. Meal periods may be waived. A second meal period of not less than thirty minutes is required if an employee works more than ten hours, except that if the total hours worked is no more than 12 hours, the second meal period may be waived only if the first meal period was not waived. Meal periods are counted as hours worked. The Employer shall provide a means for drivers to log in and out their meal period via the IVR or other electronic means.

ARTICLE 8 FATIGUE

Road Drivers who are fatigued or ill are to call dispatch, to be removed from or placed on rest the Board prior to being called out. If management or a member of dispatch calls a driver while on rest, the drivers rest shall be extended for up to 8 hours at the driver's option.

Road drivers shall be berthed at the Employer's expense if the driver is away from their home city and the driver is out of HOS hours or fatigued. Drivers who are berthed overnight will be paid a per diem of \$30.00 per night. The Employer agrees to berth the employee in a nearby hotel as soon as possible.

Drivers who are fatigued or ill are to call dispatch to be removed from the yard or road board prior to being called out or prior to their yard shift. Dispatch, local or national managers shall not call a driver who has called off ill or fatigued on the days indicated ill or fatigued.

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

ARTICLE 9 GRIEVANCE PROCEDURE

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

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

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

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

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

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

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

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

In cases involving discharge or other matters it deems especially pressing or time-sensitive the Employer may, at its discretion and in mutual cooperation with the Union, schedule a second Step 3 meeting in any month.

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

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

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

ARTICLE 10 ARBITRATION

If the grievance is not settled in Step 3 and the Employer's final answer is not satisfactory to the Union, the Union may appeal the grievance to arbitration by giving written notice of its desire to arbitrate to the Director of Labor Relations or his designee within 30 calendar days after the date of the Employer's Step 3 response. If a grievance is not so advanced to arbitration within thirty (30) calendar days, it shall be denied and the basis for the grievance shall be waived.

If the grievance is appealed to arbitration, the Union may request a panel of arbitrators from FMCS from whom the Employer and the Union shall alternately strike names, with a flip of a coin determining the party striking first to select an arbitrator.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The award of the arbitrator shall be final and binding on the Employer, the Union and the employees involved. The expense of the arbitrator, including the fee shall be shared equally by the Employer and the Union.

ARTICLE 11 DISCIPLINE AND DISCHARGE

SECTION 1: JUST CAUSE

No employee shall be disciplined or discharged except for just cause.

SECTION 2: UNION REPRESENTATION

An employee shall, upon request, have the right to have a Union steward or representative who is available present whenever the employee is to be interviewed regarding events or behavior which may lead to possible future discipline of the employee. In the event a Union steward is not immediately available, the Employer shall wait until a steward is available before proceeding with any such interview, not to exceed forty-eight hours. Nothing contained in this Section shall infringe upon an employee's Weingarten Rights. In areas where Road Drivers take vans home (non-parked), Stewards will continue to be able to take the Employer's vehicle to 1st and 3rd step grievance meetings.

SECTION 3: NOTICE OF DISCIPLINE AND RULE VIOLATION

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

SECTION 4: PROGRESSIVE DISCIPLINE

The Employer shall adhere to its policy of progressive discipline except in those cases where the totality of the circumstances warrants departure from the general progressive disciplinary steps, and in circumstances which warrant immediate discharge under the Employer's work rules or policies provided such policies are compliant with this Agreement. For purposes of progressive discipline, discipline shall remain active in an employee's file for only three (3) months. At such time, except in extra-ordinary circumstances, the discipline shall no longer be considered as a factor in assessing discipline against an employee. Discipline shall not be removed from an employee's file under any circumstances. Discipline tracks shall not be stacked. Rather, safety violations, Employer policy violations and attendance violations will progress separately.

For the purposes of progressive discipline, hotline complaints in and of themselves shall not amount to policy, safety or attendance violations unless such hotline complaint is specifically investigated and proven and unless the involved employee is afforded notice and an opportunity to respond to the complaint.

Discipline shall be given within five (5) calendar days of the Employer's knowledge of the infraction, unless the Employer reasonably has not concluded its investigation into the matter triggering the discipline, in which case the Employer will notify the employee and the Union of the need to continue the investigation.

Road drivers who exhibit a pattern of and/or excessive instances of removing themselves from the board, refusing a trip or failing to complete an assigned trip shall be subject to progressive discipline. Discipline for attendance includes: refused trip, failure to respond, late trip, yard absence and/or late arrival or departure.

SECTION 5: FIELD REQUEST, HR HOLD AND SUSPENSION

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

SECTION 6 ILLINOIS ONLY UNION REPRESENTATION

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

ARTICLE 12 DRIVECAM OR OTHER SURVEILLANCE

In instances where the Employer is engaged in the surveillance of employees through the use of DriveCam, drivers shall not be disciplined for the mere fact that the DriveCam is activated. However, in such instances when the DriveCam is activated and it records an unsafe driving event, violation of Employer work rules, policies or a safety violation, the employee shall be subject to discipline under the Employer's disciplinary policy. The Employer shall take into account the totality of the incident in administering such discipline. The Union reserves the right to contest any such discipline under the Grievance and Arbitration procedures set forth in Articles 9 & 10 of this Agreement. Retraining resulting from a DriveCam incident is not considered discipline under Articles 9, 10 & 11 (Grievance, Arbitration, Discipline and Discharge) of this Agreement.

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

DRIVECAM REVIEW MEETINGS

All time spent at a DriveCam review meeting shall be compensated at the employee's regular or overtime rate, whichever applies. Road drivers attending DriveCam review meetings shall enter "Employer business" code into the IVR system for time actually spent in the meeting. Yard drivers attending DriveCam review meetings outside of regularly scheduled work hours shall complete a training verification form to ensure proper compensation. Union representatives shall not be paid for time spent representing employees at DriveCam review meetings.

To the extent possible, DriveCam review meetings will take place during regularly scheduled work hours. The Employer shall not require an employee to attend a DriveCam review meeting on the driver's day off.

SECTION 2 DRIVECAM OR OTHER SURVEILLANCE-ILLINOIS

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

ARTICLE 13 UNION ACTIVITY

SECTION 1: UNION VISITATION

Union Representatives shall have access to the Employer's facilities subject to the requirements of the Railroad for the purpose of administering this Agreement provided such visits do not interfere with the duties assigned to employees or interfere with any of the operations with the Employer. The Union representative shall contact the appropriate management person or his/her substitute before visiting the work site. The Employer will provide authorization forms to the Union regarding E Rail Safe Certification in order for Union Representatives to gain access to rail yards where necessary.

SECTION 2: UNION STEWARDS

The Union shall notify the Employer of the names of stewards and other Union officers who will be responsible for administering this Agreement. Road drivers conducting such business shall not be required to remove

themselves from the board. In the event that a road driver steward removes themselves from the board to conduct business as described above in this Section, the road driver shall be placed back in the rotation board in the position last held when returning to service. It shall be the responsibility of the steward to contact dispatch to make any necessary adjustment under the Section.

Stewards shall have the right to investigate and process grievances during work hours, provided such activities do not interfere with, delay, or impact the responsibilities of the steward or any other employee.

The Employer shall make reasonable efforts to hold scheduled first step grievance meetings at or near yard stewards' regularly assigned work location during the stewards' shifts. If the stewards' work load does not permit the meeting to take place during their regularly scheduled shift, then the meeting shall still take place at or near the stewards' work location, but the stewards' time shall not be compensated.

SECTION 3: UNION LEAVE OF ABSENCE

The Employer will not unreasonably deny Union requests for employee leaves of absence for Union activities, provided such requests are made at least seven (7) days in advance of the date upon which the leave is to begin. Leaves requested less than seven (7) days' notice shall not be unreasonably denied.

Any employee on Union Leave under this Section shall accumulate seniority during the period of their leave of absence. Upon completion of such leaves of absence, such employees shall upon the basis of their accumulation of seniority, be returned to their former or similar position at the going rate at the time of their return, and without loss or prejudice to any of their rights and privileges.

SECTION 4: UNION BULLETIN BOARDS

The Employer shall provide Bulletin Boards at the Employer's facilities for the exclusive use of the Union.

ARTICLE 14 HEALTH AND SAFETY

SECTION 1: GENERAL

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

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

SECTION 2: PROPANE AND OTHER NEW FUEL TYPES

All drivers working in locations where alternative fuel is utilized shall be given full training to understand the risks associated with new fuel types.

SECTION 3: TEMPORARY SPEED RESTRICTIONS

The Employer, at its discretion, may temporarily restrict drivers' maximum speed to an amount lower than the posted speed limit when adverse weather conditions occur. When the driver's speed is restricted and the employee wishes to proceed at a normal rate of speed due to the driver's opinion that weather conditions allow greater speed than such restrictions allow, the employee shall call the Regional Manager or Regional Director and shall request forbearance of such restrictions. If such permission is granted to travel at the normal rate of speed, the driver shall not be disciplined for exceeding any temporary restriction but would still be required to adhere to the Employer's normal speed policy. Any driving violations incurred due to drivers following driving restrictions ordered by the Employer shall not be used against the driver nor shall be cause for discipline.

SECTION 4: DIRECTION BOOKS

The Employer shall maintain books, GPS or similar location resource to be kept in each van that contain a complete description of each stop (physical location) a driver may travel to. Should the site supervisors not keep these books up to date, the drivers of that particular van will not be subject to discipline for issues related to the incomplete book (example-late trip because driver didn't know the stop).

SECTION 5: TIRE REPAIRS

Drivers shall make a reasonable effort to change a flat tire.

SECTION 6: SAFE VEHICLES

No Employee shall be disciplined for refusing to drive an unsafe vehicle nor shall any employees be required to drive a vehicle that has not been determined to be safe.

SECTION 7: VEHICLE INSPECTION

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

SECTION 8: EMPLOYER RULES ON SMOKING

Renzenberger has a no smoking policy in Employer facilities and vehicles. This includes the use of vape devices, electronic cigarettes, smokeless tobacco or "chew". It is also the drivers responsibility to observe the no smoking policies of our customers.

ARTICLE 15 DRUG TESTING

The Employer's Current Drug and Alcohol Testing Policy and Procedure shall continue to apply. Yard, Radius, and Hourly Road Drivers undergoing testing for controlled substances and/or alcohol who are not otherwise being compensated by virtue of being on a shift or trip shall be compensated at a minimum one (1) hour for all time undergoing the test, including wait time and time spent driving to and from the testing facility. If it takes longer than an hour to complete the testing, the driver is required to notify a supervisor to make an adjustment for their time.

The Employer will make every effort to utilize drug and alcohol testing facilities within five (5) miles from an employee's reporting location or assigned field office. The Employer will provide the Union with a list of the addresses of all such testing facilities within 30 days from the effective date of this Agreement, and periodically thereafter upon request. Should the Employer be unable to utilize a drug and alcohol testing facility that is within ten (10) round trip miles from an employee's reporting location or assigned field office, then the employee shall be permitted to request a mileage reimbursement at IRS mileage rate for the miles the employee is required to drive to/from the testing facility in the employee's personal vehicle.

ARTICLE 16 SAFETY MEETINGS

Employees shall be paid a minimum of two (2) hours for the time spent attending safety meetings as set forth below. Employees already being paid for a safety meeting by virtue of being on a trip or otherwise logged into the IVR in a manner that generates compensation shall not be paid extra for attending a safety meeting. Drivers shall not be required to attend safety meetings on their days off. Drivers are responsible for attending safety meetings on days when they are scheduled to work. The Employer shall make every reasonable effort to give three (3) days' notice to employees before holding a safety meeting. In cases where the Employer does not give such notice, employees will not be disciplined or otherwise penalized if they are unable to attend a safety meeting due to late notice.

On Call Road Drivers: On-call road drivers shall attempt to arrange to attend safety meetings while they are on the board and are in possession of a van in a manner that does not disrupt service. On call hourly road drivers shall be permitted to use the Employer vehicle to travel to and from the safety meetings with management approval. On call road drivers will be paid for all time spent attending safety meetings at their hourly rate of pay, plus any applicable overtime.

Regularly Scheduled Yard and Radius Drivers: Regularly scheduled yard and radius drivers shall attend safety meetings on shifts on regularly scheduled work days.

Show-up Pay: The Employer will make every effort to hold safety meetings at a location within 15 minutes of an employee's regularly assigned reporting location, or at an alternate location within 15 minutes from that location. The Employees attending safety meetings at such an alternative location will receive 15 minutes show up pay for attending the safety meeting in addition to the compensation set out above.

Chicago Area Only: For Aurora, Michigan Avenue, Joliet, Norpaul, Blue Island, or Gibson drivers, these drivers will receive show up pay as set forth below for attending a safety meeting at the Employer's Cicero office.

Aurora and Michigan Avenue Drivers: 75 minutes.

Joliet Drivers and Gibson Drivers: 60 minutes.

Norpaul and Blue Island Drivers: 30 minutes.

Cicero, BRC, Corwith, Willow Springs Drivers: 15 minutes only

The Employer will not discipline an employee for being late due to traffic to attend a safety meeting.

ARTICLE 17 SENIORITY

SECTION 1: DEFINITION AND APPLICATION

Seniority shall be based upon length of service from date of hire. Date of hire shall include previous, consecutive experience in the rail crew transportation industry. Drivers shall verify they worked in that yard or road board with the most recent vendor that had the railroad contract. All other previous and not consecutive seniority shall not be counted, this includes a break in service, two or more vendors having the contract at that location prior to Hallcon having the contract with the railroad. Drivers shall provide written verification of their unbroken service in that location within 30 days of their being hired in order for their seniority to be carried forward.

In all cases of layoffs, recall and permanent transfers, length of service within a particular classification shall govern (i.e. Road vs. Yard) provided the employee has the immediate ability to perform the work in a reasonable manner. Employees last hired into the bargaining unit by classification shall be laid off first. However, any such employee who has greater seniority than another employee within the same classification may bump that employee so long as that employee is qualified to perform the work. If there are no employees with lower seniority in the same classification, the employee may bump a less senior employee in a different classification, so long as the employee is qualified to perform the work. When the Employer recalls from layoff, all employees shall be rehired by order of seniority, provided they have the immediate ability to perform the work in a reasonable manner.

REDUCTION IN FORCE

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

1. The Union shall be notified immediately.
2. A list of all affected employees will be developed and shared with the Union within 48 hours of the notice.
3. Bumps will be identified for the drivers. Seniority shall prevail in the case of a layoff. If a senior driver is displaced and a van remains in the yard in question, the senior driver can bump a less senior driver by established work shift.

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

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

SECTION 2: LOSS OF SENIORITY

An employee may lose seniority due to the following:

- (A) Quits or is discharged for just cause.
- (B) An employee retires.

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

(D). If a member of the bargaining unit is hired into a supervisory or management position, that driver loses their seniority.

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

SECTION 3: SENIORITY LIST

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

ARTICLE 18 YARD JOB OPENINGS

SECTION 1: SELECTION

All regularly assigned-yard and shuttle openings shall be posted on the Driver Portal, or other electronic technology utilized by the Employer, for a period of five (5) calendar days. The posting shall include the reporting location, shift, days off assigned to the position, and the closing date of the posting.

SECTION 2: PROCESS FOR AWARDING OPEN POSITION BY STATE OR LOCATION BELOW:

CALIFORNIA YARD JOB OPENINGS

Applicants shall be chosen on the following basis:

The Employer shall award the position to the qualified applicant with the longest length of bargaining unit service currently working in the yard for which the opening is posted. A road driver who has 1 or more regularly scheduled days in the yard shall be deemed as currently working in the yard. A road driver who has been trained and filled in for yard shifts shall be deemed as currently working in the yard.

If there is no qualified applicant from within the yard for which the opening is posted, the Employer shall award the position to the most senior applicant in the bargaining unit.

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

Upon failure of an active employee to bid on a job opening, the Employer shall recall laid off employees, before hiring a new employee, provided such employees have the ability to qualify for the job.

ILLINOIS, INDIANA, COLORADO, MISSOURI, WISCONSIN, TEXAS, LOUISIANA, NEW MEXICO, OKLAHOMA JOB OPENINGS

a. For open Road Driver, Yard Coordinator, OJT Trainer or Maintenance positions:

The Employer shall award the position to the most qualified, senior applicant. If two or more applicants are relatively equally qualified, the selection shall be by seniority. If no qualified bargaining unit member applies for the open position, the Employer may offer the job to an applicant outside the bargaining unit.

b. For open Yard Driver positions:

The Employer shall award the position to the qualified applicant with the longest length of bargaining unit service currently working in the yard for which the opening is posted. If there is no qualified applicant from within the yard for which the opening is posted, the Employer shall award the position to the most qualified senior yard employee applicant. If there is no qualified yard applicant, the Employer shall follow the process provided in Section 1a of this article.

Upon failure of an active employee to bid on a job opening, the Employer shall recall laid off employees, before hiring a new employee, provided such employees have the ability to qualify for the job. Employees shall be

considered to qualify for these jobs either on the basis of experience working for the Employer, educational experience, experience on previous jobs outside the Employer, availability, and performance record.

NEVADA YARD JOB OPENINGS

Applicants shall be chosen on the following basis:

The Employer shall award the position to the qualified applicant with the longest length of Bargaining Unit service currently working in the yard (even if they are also a road driver) for which the opening is posted.

If there is no qualified applicant from within the yard for which the opening is posted, the Employer shall award the position to the most senior applicant in the bargaining unit.

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

Upon failure of an active employee to bid on a job opening, the Employer shall recall laid off employees, before hiring a new employee, provided such employees have the ability to qualify for the job.

NEW JERSEY JOB OPENINGS

a. For Open Road Driver, Yard Coordinator, OJT Trainer or Maintenance positions:

The Employer shall award the position to the most qualified, senior applicant. If two or more applicants are relatively equally qualified, the selection shall be by seniority. If no qualified bargaining unit member applies for the open position, the Employer may offer the job to an applicant outside the bargaining unit.

b. For open Yard Driver positions:

The Employer shall award the position to the qualified applicant with the longest length of bargaining unit service currently working in the yard for which the opening is posted. If there is no qualified applicant from within the yard for which the opening is posted, the Employer shall award the position to the most qualified senior yard employee applicant. If there is no qualified yard applicant, the Employer shall follow the process provided in Section 1a of this article.

Upon failure of an active employee to bid on a job opening, the Employer shall recall laid off employees, before hiring a new employee, provided such employees have the ability to qualify for the job. Employees shall be considered to qualify for these jobs either on the basis of experience working for the Employer, educational experience, and experience on previous jobs outside the Employer, availability, and performance record.

OHIO YARD JOB OPENINGS

All regularly assigned yard openings shall be posted on the Portal not less than three times per day for a period of five (5) calendar days. The posting shall include the reporting location, shift, days off assigned to the position, and the closing date of the posting. Applicants shall be chosen on the following basis:

The Employer shall award the position to the qualified applicant with the longest length of bargaining unit service for which the opening is posted.

If there is no qualified applicant from within the yard for which the opening is posted, the Employer shall award the position to the most senior applicant in the bargaining unit. If two or more applicants have the same seniority date, a coin toss shall determine. If no bargaining unit member applies for the open position, the Employer may offer the job to an applicant outside the bargaining unit.

Upon failure of an active employee to bid on a job opening, the Employer shall recall laid off employees, before hiring a new employee, provided such employees have the ability to qualify for the job.

SECTION 3: TRIAL PERIOD

Employees will be given a period of at least five (5) calendar days, but no more than sixty (60) calendar days in order to qualify for the posted job and shall have the right to return to their previous job should they fail to qualify. Successful bidders shall have the right to return to the previous job providing the previous job is still open, or hasn't been filled, and that the posted job can be filled. The Employer may return the employee to their

previous job if, after five (5) days of working in the posted job, the employee is not qualified to perform the posted job.

ARTICLE 19 LEAVES OF ABSENCE

Employees may request extensions of leaves of absence taken in accordance with the Employer's leave of absence policy. If a leave request is not covered by FMLA, such requests shall be subject to the discretion of the Employer for a period of not more than 30 days. Such requests will not be unreasonably denied.

Employer policy allows for eligible employees to take up to twelve weeks unpaid leave per (rolling) year for the adoption or foster care of a child (with 30 days' notice) or serious health condition of self, spouse, parent or child. Employees are eligible if they have worked for Hallcon for at least on year and have worked 1250 hours over the previous twelve months. A medical certification is required to verify eligibility for leave. The twelve-week period per rolling year is calculated from the start date of the leave.

If the employee fails to return upon expiration of the leave, the employee will be terminated from active status. The only exception will be as required by law such as to accommodate and individual with a disability where a reasonable extension of time off as a personal leave (if approved), would constitute a reasonable accommodation to enable the employee to perform the essential functions of his/her job.

If a requested leave is available under multiple leave policies, the leaves will run concurrent. Questions regarding a leave of absence, should be directed to the Human Resource Generalist at 800-878-0450, ext. 114.

ARTICLE 20 PROBATIONARY PERIOD

Probationary employees may be disciplined, suspended or terminated as the Employer shall determine and are not subject to the just cause, grievance or arbitration contained in this Agreement. A newly hired employee and an employee hired after his or her seniority is broken shall be regarded as a probationary employee for sixty (60) calendar days.

ARTICLE 21 NO DISCRIMINATION

The Employer and Union agree that there shall be no discrimination because of race, color, sex, age, religious belief, national origin, disability, sexual orientation, veteran status or Union activities with respect to the application of any provision of this Agreement.

ARTICLE 22 SEPARABILITY

SECTION 1:

In the event any provision of this Agreement shall be finally held to be invalid or unenforceable, the remaining provisions of this Agreement shall not be affected hereby but shall continue in full force and effect. It is further agreed that in the event such provision is finally held to be invalid, the parties hereto agree to meet within thirty (30) days thereafter to negotiate a modification of, or substitution for, such clause or clauses so held to be invalid.

SECTION 2:

It is agreed and understood by the parties to this Agreement that nothing contained herein shall be in conflict with any existing Federal statutes or any valid rules and regulations made pursuant thereto. Whenever the masculine gender appears, it shall include the female gender.

ARTICLE 23 SUCCESSORS AND ASSIGNS

In the event of a sale, assignment, merger or transfer of majority control of this business, this Agreement shall apply to any successors. However, so long as the Employer notifies any potential purchaser, assignee, successor or transferee of the foregoing provision, the Employer shall not be liable for any damages, or any other liability should the purchaser, assignee, transferee or successor fail to adopt any term of this Agreement.

ARTICLE 24 NO STRIKES/NO LOCKOUT

During the term of this Agreement, neither the Union (its Agents or Representatives), nor any employee shall instigate, authorize, call, support, sanction, encourage, maintain or in any way take part in any strike, sympathy strike, walkout, work stoppage, cessation of work or production, or picketing, of the Employer's locations which are covered by this Agreement because of any dispute between the Employer and the Union or any of the Employer's employees. During the term of this Agreement, there shall be no lockouts.

Notwithstanding any other provision of this Agreement, the Employer shall not discharge or otherwise discipline any employee on the ground that such employee declines during the course of his or her employment to cross a lawful primary picket line (except for picket lines by the Union party to this Agreement, its International or other UE Local(s)) at the Employer's premises.

ARTICLE 25 MANAGEMENT RIGHTS

SECTION 1:

It is agreed that the Union and the employees will cooperate with the Employer within the obligations of this Agreement to construe this Agreement to facilitate the efficient and flexible operation of the Employer's business. The Union recognizes that certain rights, powers, and responsibilities belong solely to and are exclusively vested in the Employer except as they may be subject to a specific obligation of this Agreement. Among these rights, powers, and responsibilities, are all matters concerning or related to the management of the business and administration thereof, and the direction of the working forces, including (but not limited to) the right to suspend, discipline, or discharge for just cause; to lay off for lack of work or for any other legitimate reason; to hire, assign work, determine hours of work, or recall; to make and enforce reasonable rules and regulations; to determine the processes and extent of production; to determine the types and quantities of equipment to be used; to determine the nature, duration, and method of operation, including (but not limited to) to determine the amount, utilization, of personnel and quality of work to insure maximum efficiency of operations; to terminate, merge, consolidate, sell or transfer its business or any part thereof and to determine the number and location of facilities and the extent to which and means by which its facilities or any part thereof shall be relocated, shut down, or abandoned subject to the legal obligations to bargain with the Union over the decision and effect of any such relocation; all of which are vested exclusively in the Employer except as expressly abridged by a specific provision of this Agreement.

SECTION 2:

During the term of this Agreement, the Employer retains the right to establish, amend and enforce reasonable work rules and regulations, which are not in conflict with the express terms of this Agreement for the purposes related to work rules, policies, safety, attendance and production provided that new rules are properly furnished to the Union at least 20 days prior to any change and sent by email or other time/date stamped method of communication. The Union, under the grievance and arbitration procedure of this Agreement, retains the right to grieve the reasonableness or contract conformity of any such rule or regulations within thirty (30) calendar days of its being furnished to the Union by certified mail and posted. Should the Union not grieve any such rule or regulation, it shall be deemed reasonable and in conformity with the Agreement and thereby constitute cause for disciplinary action under this Article.

SECTION 3: EMPLOYEE/SUPERVISOR RELATIONSHIP

Your supervisor is your closest contact with the Employer. It is your supervisor's job to see that you fully understand what is expected of you and how to perform your job. S/He also has the responsibility to see that you have everything you need to do your job and that any questions concerning your job are answered. Most importantly, your supervisor has the responsibility to see that your complaints, problems, suggestions, and questions reach the people who can respond and react whenever s/he cannot.

ARTICLE 26 BEREAVEMENT

In the event of a death in the immediate family of an employee, the employee shall be allowed a paid leave of absence of three (3) work-days, and an unpaid leave of absence of three (3) work days. Immediate family is defined as spouse, domestic partner, children and step-children, parents and step-parents, brothers, sisters, grandparents, and grandchildren of the employee. In the event of the death of a father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, aunt, uncle, niece or nephew of the employee, the employee shall be allowed three (3) days unpaid leave of absence to attend the funeral and related services. (A

guardian who parented the employee shall be considered a parent). The Employer shall not unreasonably deny a driver additional unpaid time if requested.

ARTICLE 27 CALL-IN/REPORT-IN PAY

SECTION 1: REPORT-IN PAY

Employees who report to work at their regular starting time and have not been given at least two and one half (2.5) hours' notice not to report shall be guaranteed hours two and one half (2.5) hours of work or pay.

When an employee reports to work at his or her regularly scheduled time, or a road driver has accepted a dispatched trip, but the Employer finds it necessary to send the employee home because there is no work, or the trip has busted or been cancelled, the employee must be paid for at least half of the hours scheduled to work, but in no case, less than two and one half (2.5) hours nor more than 4 hours at the employee's regular rate of pay (RDHR for road drivers). If an employee reports for work a second time in any one workday and is furnished less than 2 hours of work, the employee shall be paid for two and one half (2.5) hours at the employee's regular rate of pay.

SECTION 2: CALL-IN PAY

Yard Drivers and all Road Drivers who are directed to work outside of their regular shift shall be guaranteed two and one half (2.5) hours work or pay therefore at their applicable straight time rate of pay.

ARTICLE 28 PTO--PAID TIME OFF

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

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

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

| Years of Service | PTO Days awarded | unpaid days |
|-------------------------|-------------------------|--------------------|
| 6 months | 1 day | 0 |
| 1 year | 3 days | 2 |
| 3 years | 5 days | 5 |
| 5 years | 7 days | 3 |
| 8 years and more | 8 days | 2 |
| 10 years and more | 10 days | 3 |

The Employer in determining PTO schedules will respect seniority and the wishes of employees. The Employer shall respond in writing within 48 hours to employee requests for paid time off made five (5) days in advance. This will not prevent employees from requesting paid time off with less than five (5) days' notice.

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

For purposes of calculating the 30 hours of work per week in the past calendar year, work hours missed due to an approved absence under the terms of this agreement, including approved medical leave, bereavement leave, Union leave, jury duty leave, Family and Medical Leave or use of accrued paid personal time off, shall not count as hours of work missed nor shall it count as hours worked for the purposes of computing an employee's eligibility for paid time off.

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

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

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

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

CALIFORNIA PAID TIME OFF

| Years of Service | PTO Days awarded | unpaid days |
|-------------------------|-------------------------|--------------------|
| 90 days | 3 days | 0 |
| 1 year | 4 days | 2 |
| 3 year | 5 days | 5 |
| 5 years | 7 days | 3 |
| 8 years and more | 8 days | 2 |
| 10 years and more | 10 days | 3 |

Part-time employees shall be entitled to ½ of the above stated allotment as set out in the Agreement, but any such ½ allotment will be subject to a 24-hour minimum grant on an employee's date of eligibility.

ARTICLE 29 HEALTH INSURANCE

SECTION 1:

The Employer shall continue to provide the current medical insurance plans. If there is a substantial change, the Employer and the Union will meet 90 days prior or earlier to discuss changes.

SECTION 2:

The Employer shall not reduce employees' hours in order to avoid tax penalties and employee exchange access because of the Patient Protection and Affordable Care Act.

ARTICLE 30 JURY DUTY PAY

An employee called to serve on a jury shall receive, as a minimum for all such service during the term of this Agreement, the difference between eight (8) hours' straight time pay and the jury pay. Hours spent on or paid for jury duty will not count as hours worked for overtime purposes. The Employee must supply documentation for jury duty and hours compensated by the State.

ARTICLE 31 HOLIDAYS

The holidays recognized by this Agreement shall be as follows:

- Martin Luther King Day
- Memorial Day
- Fourth of July
- Labor Day
- Thanksgiving Day
- Christmas Day

Christmas Eve
New Year's Eve

Employees who do not work the holiday do not receive holiday pay for the holiday. However, if an employee works the holiday, the employee shall receive time and one-half for all hours worked on such holidays. The holiday period is midnight to midnight and drivers shall be paid for all time worked in the holiday period at time and one-half or higher where applicable.

ARTICLE 32 RETIREMENT

Employees are currently offered the same 401(k) plan as non-bargaining unit employees. For the duration of this Agreement, all bargaining unit employees shall be eligible to participate in the same retirement plan as that offered to non-bargaining unit employees and shall receive such improvements. The Employer reserves the right to change the terms of the plan for bargaining unit employees so long as the plan is the same as that offered non-bargaining unit employees, however, prior to any implementation of such new plan, upon request the Employer shall meet with Union to discuss any such changes.

ARTICLE 33 ON TIME BONUS PROGRAM

The Employer shall continue its on-time bonus program to the same extent offered to non-bargaining unit drivers. The Employer may change the terms of its on-time bonus program but will meet and discuss any such changes with the Union in advance.

Any department that has an OTP rate that is 97% or higher on our BI OTP report for a full calendar month will receive an OTP bonus of .50/trip. All drivers working those trips, for all hours worked during that month will receive the bonus the following month.

ARTICLE 34: AGREEMENTS IN WRITING

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

ARTICLE 35 WAGES

SECTION 1: BARGAINED WAGE INCREASES

The Employer shall not give additional or unscheduled increases to bargaining unit employees without first bargaining with the Union over any such increase.

SECTION 2: TRAINING

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

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

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

SECTION 3: REIMBURSEMENT OF EXPENSES

Drivers shall be reimbursed for all expenses incurred in performing their assigned duties: this includes any and all expenses related to cleaning or maintaining vans, tolls or other expenses incurred at work. The Employer shall reimburse the driver within 5 days of the submission of receipts. Employees shall be allowed to submit receipts electronically.

SECTION 4: PAYCHECKS

Employees covered by this CBA who work out of rail yards in the States of California, Nevada, Illinois and Ohio shall be paid on a weekly basis. California employees are paid every other Friday. Nevada employees are paid every other Tuesday. Illinois and Ohio employees are paid every other Thursday. New Jersey employees are paid weekly on Fridays. All employees will have the choice of receiving a paper check, direct deposit, or a pay card.

Paychecks will be mailed to the employee's home address on file with the Employer and the Employer will mail the checks at a minimum two days before the scheduled pay date. Pay checks will normally be mailed three days in advance of the pay date. The employee will hold the Employer harmless if a check does not arrive on the scheduled pay date as long as the Employer mailed at least two days in advance of the schedule pay date. In addition, the Employer will not re-issue any lost check until three days after the scheduled pay date.

SECTION 5. RETROACTIVE WAGES

Increases shall be paid to drivers in California, Nevada, Ohio, New Jersey, Illinois (old Unit) and Indiana (Old Unit) for all time past the August 23rd, 2018 contract expiration until ratification on December 12, 2018. Retroactive wage increases shall be paid to all drivers in New Mexico, Colorado, Oklahoma, Texas, Louisiana, Wisconsin, Illinois (new Unit), Indiana (New Unit) and St Louis Missouri for all time past the first day of the first pay period following September 30, 2018 until ratification on May 6th, 2019.

SECTION 6. SHIFT DIFFERENTIAL

The Employer will pay a daily (9pm--6am) and weekend (9pm Friday--6am Monday) shift differential of .30/hour effective the first pay period for 2019 for hours worked at the appropriate yard or road rate during these window period hours. The shift or weekend differential will be triggered by the start trip/shift time in the window period. Once the differential is triggered the entire yard shift and the entire road trip will include the differential. This is subject to change based on a conversion of the trip management system which would pay the actual hours worked during the window period which will be implemented March 1, 2019.

SECTION 7. ROAD RATES

Road rates, also called RDHR rates are outlined in Appendix A and shall be on the first day of the first pay period following August 23rd each year.

SECTION 8. LOCATION RATES

Hire Rates are also called Location rates and shall be the new hire rate outlined in Appendix A and shall be on the first day of the first pay period following August 23rd each year unless otherwise noted.

SECTION 9. ACROSS THE BOARD INCREASES

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

SECTION 10. LONGEVITY PAY

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

SECTION 11. MINIMUM WAGE

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

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

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

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

SECTION 12. NEW UNIT DRIVERS

Drivers in Bensenville, CSX 59th, Barr Yard and Road, Glen, Hawthorne, Joliet, Markham, Kirk and Schiller Park yard and road boards shall receive the same increases that the existing (old) UE unit received. Drivers in New Mexico, Colorado, Oklahoma, Texas, Louisiana, Wisconsin Illinois (new Unit), Indiana (New Unit) and St Louis Missouri shall receive a onetime ratification bonus of \$100 on May 6, 2019.

SECTION 13. CHICAGO CSX DISPATCHERS

CSX Dispatchers shall receive \$2.00/hour over their yard rate when performing the work of dispatch.

SECTION 14. COLORADO DRIVERS

If any existing driver in any location is currently paid at or below the proposed increased location rates in the Appendix A below, they shall have their hourly wage increased to the Location rate and receive the negotiated Across the Board annual increases. Road drivers in Colorado that received the special increase in early April 2019 shall not receive the first year Across the Board increase. Road drivers that did receive the special increase shall be entitled to retro pay as well as the Across the Board increases in year 2, 3 and 4 of the contract. Grand Junction road drivers will receive the Across the Board increases.

SECTION 15. TIMING OF WAGE INCREASES

Wage increases shall be effective on the first day of the first pay period following August 23rd of each year of the contract.

2018 wage increases will be effective on the first day of the first pay period following September 30, 2018 for drivers in New Mexico, Colorado, Houston Texas, Louisiana, Wisconsin, St Louis Missouri, Illinois and Indiana. In 2019, 2020, and 2021 the pay increases for the drivers listed above shall be paid on the first day of the first pay period following August 23rd of each year.

ARTICLE 36 RAILROAD BAN

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

- 1.) Notify the Union and the Employee of the ban within 48 hours' notice from the Railroad,
- 2.) Fully investigate the ban,
- 3.) Share with the Union the information provided by the railroad regarding the ban within 48 hours' notice from the railroad.
- 4.) The Employer shall do all in its powers to attempt to retain employees that have been banned from a Railroad.

ARTICLE 37 FEDERAL & STATE LAWS & REGULATIONS

The Employer agrees to comply with all Federal and State laws, codes and statutes.

ARTICLE 38 OUT OF TOWN WORK

SECTION 1. WORKING AWAY FROM HOME TERMINAL

For drivers working away from Home Terminal-Out of Area (OOA): Drivers will be selected from the volunteer list in seniority order from the terminal specified by the Director of Operations. Management shall use and maintain a regular out of area (OOA) list to be used for each terminal. Drivers must request in writing to be on the OOA list or to be taken off the OOA list. Interested employees will be awarded the positions in seniority order on a terminal by terminal basis. The per diem for OOA drivers shall be no less than \$30 per day.

SECTION 2. WHILE AWAY FROM HOME TERMINAL

For Drivers Working Away From Their Home Terminal: OOA drivers shall be used only after all regular drivers are unavailable, out of hours or on rest. OOA drivers shall continue to earn their regular rate of pay of their home terminal and shall continue to pay Union dues their home terminal Local Union.

ARTICLE 39 MANAGEMENT DOING BARGAINING UNIT WORK

Management shall not do bargaining unit work except in the case of emergency; or when all other Unionized options have been exhausted.

ARTICLE 40 CELL PHONE USE DURING WORK

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

1. The Employer shall make available a cell phone upon request for those drivers that do not own a cell phone for use in the van while on Employer business. Cell phones should be requested a week in advance.
2. Employees shall be responsible for Employer provided cell phone equipment during their shift or trip, and shall immediately report all missing, damaged, or non-functional equipment.
3. The Employer shall reimburse road drivers \$.40 per trip for use of their personal cell phone for business use and \$.20 per shift for yard drivers.
4. While it is not a mandatory condition of employment for employees to have a cell phone for use during shifts and/or trips, it is expected that employees with cell phones use them when required based on the absence of Employer provided equipment, and that employees who do not have a cell phone for use in this circumstance use every reasonable effort to immediately (or as soon as practicable) so notify the Employer when they learn of the absence of the Employer provided equipment. and make arrangements to be relieved from duty, to obtain a Employer provided cell phone or communications device, or to make other arrangements.
5. Should the Employer determine that use of employee-owned cell phones shall become a condition of employment it will provide the Union with at least ninety (90) days' notice, and the parties will negotiate a mutually acceptable reimbursement plan.

ARTICLE 41: EMPLOYEE ASSISTANCE PROGRAM

The Employer shall provide to each bargaining unit employee free of cost, an Employee Assistance Program (EAP), the same that is currently offered to management at Hallcon.

ARTICLE 42: LEAD DRIVER

SECTION 1:

During the term of this Agreement, the Employer shall have the right to establish one or more Lead Driver positions at the covered locations. Lead Drivers will be considered bargaining unit employees covered under this Agreement in all respects, except that the Employer shall be permitted to assign them to administrative tasks not otherwise contemplated herein.

SECTION 2:

Employees shall not be required to accept the designation of Lead Driver. The selection of employees to be designated as Lead Drivers shall be left to the sole discretion of the Employer and shall be based on the Employer's evaluation of the employees' respective qualifications, except that where the Employer deems two or more employees equally qualified, the most senior employee shall be offered the designation. Drivers are encouraged to notify Management of their interest to be considered for a Lead Driver position at any time. The Lead Driver Job Description is in Appendix B. However, that Job Description shall in no way require a bargaining unit employee to engage in supervisory activities such as hiring, firing, responsibly directing, or effectively recommending discipline for other bargaining unit employees.

SECTION 3:

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

SECTION 4:

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

Article 43: SCOPE OF THE AGREEMENT

This Agreement shall become effective upon ratification December 12, 2018 and shall remain in full force and effect through September 1st, 2022 at 11:59 pm. Otherwise it shall automatically renew itself and remain in full force and effect unless written notice of election to modify or terminate any provision of this Agreement is given by one party and received by the other not later than June 24, 2022, (or 60 days prior to expiration) or (June 24th) of any succeeding year. Such written notice shall be deemed given when mailed by certified mail and addressed as follows:

to the Union: UE, 37 South Ashland Avenue, Chicago, IL 60607

to the Employer: Hallcon Corp, 14325 W 95th St, Lenexa, KS 66215

Hallcon Corp

UE Locals 155, 716, 977, 1077, 1177, 1477

For the Employer:

Date:

For the Union:

Date:

| | | | |
|----------------------------------|----------------------------|-------------------------------------|--|
| <i>Reed Cuffe</i> | <i>6/6/2019</i> | <i>Larry Hopkins</i> | |
| <i>Sherrill David</i> | <i>6/6/2019</i> | <i>Barbara Hill</i> | |
| <i>[Signature]</i> | <i>6/6/2019</i> | <i>Laura [Signature]</i> | |
| | | <i>[Signature]</i> | |
| | | <i>[Signature]</i> | |
| | | <i>William Keller</i> | |
| | | <i>Stu Breaux</i> | |
| | | <i>Ed Bockover</i> | |
| | | <i>Nomald Bonis</i> | |
| | | <i>Sal Fati</i> | |
| | | <i>Miss Mastenbrook</i> | |
| | | <i>Cheri Shaw</i> | |
| | | <i>Kevin E Moore</i> | |
| | | <i>[Signature]</i> | |
| | | | |
| | | | |

APPENDIX A WAGE SCHEDULE

Wage increases shall be effective on the first day of the first pay period following August 23rd of each year of the contract.

2018 wage increases will be effective on the first day of the first pay period following September 30, 2018 for drivers in New Mexico, Colorado, Houston Texas, Louisiana, Wisconsin, St Louis Missouri, Illinois and Indiana. In 2019, 2020, and 2021 the pay increases for shall be paid on the first day of the first pay period following August 23rd.

YARD WAGE RATES

| | | | 2018 | 2019 | 2020 | 2021 | ACROSS THE BOARD INCREASES BY YEAR | | | | |
|----------------------|-----------------------------|---------|----------------------------|--------------------|--------------------|--------------------|------------------------------------|--------|--------|--------|--------|
| STATE | LOCATION | Dept# | Current Location Yard rate | Location rate YARD | Location rate YARD | Location rate YARD | Location rate YARD | 2018 | 2019 | 2020 | 2021 |
| NV | SPARKS, NV UP-YD | A79 | \$11.00 | \$11.25 | \$11.90 | \$12.60 | \$13.50 | \$0.25 | \$0.65 | \$0.70 | \$0.90 |
| | WINNEMUCCA, NV UP YD | H37 | \$10.86 | \$11.15 | \$11.30 | \$11.50 | \$11.80 | \$0.29 | \$0.15 | \$0.20 | \$0.30 |
| OH | CRESTLINE, OH YD | E83 | \$10.01 | \$10.61 | \$10.86 | \$11.11 | \$11.41 | \$0.60 | \$0.25 | \$0.25 | \$0.30 |
| IL | CHICAGO, IL BELT RAILWAY | D51 | \$12.00 | \$12.98 | \$13.23 | \$13.43 | \$13.98 | \$0.98 | \$0.25 | \$0.20 | \$0.55 |
| | AURORA, IL BNSF YD | F73 | \$12.00 | \$12.98 | \$13.23 | \$13.43 | \$13.98 | \$0.98 | \$0.25 | \$0.20 | \$0.55 |
| | CICERO, IL BNSF YD | F75 | \$12.00 | \$12.98 | \$13.23 | \$13.43 | \$13.98 | \$0.98 | \$0.25 | \$0.20 | \$0.55 |
| | CORWITH, IL | F77 | \$12.00 | \$12.98 | \$13.23 | \$13.43 | \$13.98 | \$0.98 | \$0.25 | \$0.20 | \$0.55 |
| | WILLOW SPRINGS, IL | F79 | \$12.00 | \$12.98 | \$13.23 | \$13.43 | \$13.98 | \$0.98 | \$0.25 | \$0.20 | \$0.55 |
| | JOLIET, IL BNSF (LOGISTICS) | F83 | \$12.00 | \$12.98 | \$13.23 | \$13.43 | \$13.98 | \$0.98 | \$0.25 | \$0.20 | \$0.55 |
| | JOLIET, IL RADIUS | F83A | \$12.00 | \$12.98 | \$13.23 | \$13.43 | \$13.98 | \$0.98 | \$0.25 | \$0.20 | \$0.55 |
| | BARSTOW, IL BN, SHUTTLE | G03 | \$9.06 | \$9.78 | \$10.03 | \$10.28 | \$10.63 | \$0.72 | \$0.25 | \$0.25 | \$0.35 |
| | GALESBURG, IL BNSF | G05 | \$9.06 | \$9.78 | \$10.03 | \$10.28 | \$10.63 | \$0.74 | \$0.25 | \$0.25 | \$0.35 |
| | CICERO, IL BNSF MESSENGER | G15 | \$12.00 | \$12.98 | \$13.23 | \$13.43 | \$13.98 | \$0.98 | \$0.25 | \$0.20 | \$0.55 |
| | CICERO, IL YARD DISP | F95 | \$12.00 | \$12.98 | \$13.23 | \$13.43 | \$13.98 | \$0.98 | \$0.25 | \$0.20 | \$0.55 |
| | IHB BLUE ISLAND YD, IL YARD | H21 | \$12.00 | \$12.98 | \$13.23 | \$13.43 | \$13.98 | \$0.98 | \$0.25 | \$0.20 | \$0.55 |
| | IHB NORPAUL YD, IL RADIUS | H25 | \$12.00 | \$12.98 | \$13.23 | \$13.43 | \$13.98 | \$0.98 | \$0.25 | \$0.20 | \$0.55 |
| | IHB BLUE ISLAND YD, IL RADI | H27 | \$12.00 | \$12.98 | \$13.23 | \$13.43 | \$13.98 | \$0.98 | \$0.25 | \$0.20 | \$0.55 |
| | BENSENVILLE, IL CN | J25 | \$12.00 | \$13.00 | \$13.25 | \$13.45 | \$14.00 | \$1.00 | \$0.25 | \$0.20 | \$0.55 |
| | CHAMPAIGN, IL CN | H92 | \$11.50 | \$11.50 | \$11.50 | \$11.50 | \$11.50 | \$0.30 | \$0.30 | \$0.35 | \$0.40 |
| | CHICAGO BRC, IL CP | J29 | \$12.00 | \$13.00 | \$13.25 | \$13.45 | \$14.00 | \$1.00 | \$0.25 | \$0.20 | \$0.55 |
| | CHICAGO, IL CSX BARR | B65 | \$12.00 | \$13.00 | \$13.25 | \$13.45 | \$14.00 | \$1.00 | \$0.25 | \$0.20 | \$0.55 |
| | CHICAGO CSX DISPATCH | H67 | \$12.00 | \$13.00 | \$13.25 | \$13.45 | \$14.00 | \$1.00 | \$0.25 | \$0.20 | \$0.55 |
| | GLEN YARD, CN | I15 | \$12.00 | \$13.00 | \$13.25 | \$13.45 | \$14.00 | \$1.00 | \$0.25 | \$0.20 | \$0.55 |
| MARKHAM CN | H39 | \$12.00 | \$13.00 | \$13.25 | \$13.45 | \$14.00 | \$1.00 | \$0.25 | \$0.20 | \$0.55 | |
| SCHILLER PARK, IL CN | I19 | \$12.00 | \$13.00 | \$13.25 | \$13.45 | \$14.00 | \$1.00 | \$0.25 | \$0.20 | \$0.55 | |
| ST LOUIS YARD | B19 | \$9.50 | \$9.50 | \$9.50 | \$9.50 | \$9.50 | \$0.30 | \$0.30 | \$0.35 | \$0.40 | |
| IN | IHB GIBSON, IN RADIUS | H29 | \$12.00 | \$13.00 | \$13.25 | \$13.50 | \$14.00 | \$1.00 | \$0.25 | \$0.25 | \$0.50 |
| | IHB M AVE YARD, IN | H23 | \$12.00 | \$13.00 | \$13.25 | \$13.50 | \$14.00 | \$1.00 | \$0.25 | \$0.25 | \$0.50 |
| | PRINCETON | F69 | \$9.50 | \$9.50 | \$9.50 | \$9.50 | \$9.50 | \$0.30 | \$0.30 | \$0.35 | \$0.40 |
| | FRANKFORT | F71 | \$9.40 | \$9.40 | \$9.40 | \$9.40 | \$9.40 | \$0.30 | \$0.30 | \$0.35 | \$0.40 |

| | | | | | | | | | | | |
|---------------------------|-----------------------------|---------|---------|---------|---------|---------|---------|--------|--------|--------|--------|
| CA | SS & SOUTH BEND | H09 | \$11.50 | \$11.50 | \$11.50 | \$11.50 | \$11.50 | \$0.30 | \$0.30 | \$0.35 | \$0.40 |
| | ELKHART | J31 | \$10.00 | \$10.00 | \$10.00 | \$10.00 | \$10.00 | \$0.30 | \$0.30 | \$0.35 | \$0.40 |
| | KIRK YARD | H33 | \$12.00 | \$13.00 | \$13.25 | \$13.45 | \$14.00 | \$0.98 | \$0.25 | \$0.20 | \$0.55 |
| | BAKERSFIELD, CA, SF-YD | 99 | \$11.00 | \$12.07 | \$13.10 | \$14.00 | \$15.00 | \$1.07 | \$1.03 | \$0.90 | \$1.00 |
| | BARSTOW, CA, SF-YD | 93 | \$11.00 | \$12.07 | \$13.10 | \$14.00 | \$15.00 | \$1.07 | \$1.03 | \$0.90 | \$1.00 |
| | CITY OF INDUSTRY, CA | 71 | \$13.25 | \$14.32 | \$15.32 | \$15.47 | \$15.77 | \$1.07 | \$1.00 | \$0.15 | \$0.30 |
| | COLTON, SHUTTLE-UP-YD | 39 | \$11.00 | \$12.07 | \$13.10 | \$14.00 | \$15.00 | \$1.07 | \$1.03 | \$0.90 | \$1.00 |
| | COLTON, SHUTTLE | 39S | \$11.00 | \$12.07 | \$13.10 | \$14.00 | \$15.00 | \$1.07 | \$1.03 | \$0.90 | \$1.00 |
| | DOLORES, CA UP YD | G53 | \$13.25 | \$14.32 | \$15.32 | \$15.47 | \$15.77 | \$1.07 | \$1.00 | \$0.15 | \$0.30 |
| | DUNSMUIR-UP-YD, CA SOUTH | 47 | \$11.00 | \$12.07 | \$13.10 | \$14.00 | \$15.00 | \$1.07 | \$1.03 | \$0.90 | \$1.00 |
| | E. LOS ANGELES, CA, YARD-UP | 53 | \$13.25 | \$14.32 | \$15.32 | \$15.47 | \$15.77 | \$1.07 | \$1.00 | \$0.15 | \$0.30 |
| | LONG BEACH, CA UP - YARD | 53S | \$13.25 | \$14.32 | \$15.32 | \$15.47 | \$15.77 | \$1.07 | \$1.00 | \$0.15 | \$0.30 |
| | EL CENTRO, CA UP | G27 | \$11.00 | \$12.07 | \$13.10 | \$14.00 | \$15.00 | \$1.07 | \$1.03 | \$0.90 | \$1.00 |
| | FRESNO, CA UP | 89A | \$11.00 | \$12.07 | \$13.10 | \$14.00 | \$15.00 | \$1.07 | \$1.03 | \$0.90 | \$1.00 |
| | FRESNO, CA, SF-YD | 89 | \$11.00 | \$12.07 | \$13.10 | \$14.00 | \$15.00 | \$1.07 | \$1.03 | \$0.90 | \$1.00 |
| | GLENDALE/TAYLOR SHOPS, CA | 43 | \$13.25 | \$14.32 | \$15.32 | \$15.47 | \$15.77 | \$1.07 | \$1.00 | \$0.15 | \$0.30 |
| | GLENDALE/TAYLOR SHOPS, CA | 43S | \$13.25 | \$14.32 | \$15.32 | \$15.47 | \$15.77 | \$1.07 | \$1.00 | \$0.15 | \$0.30 |
| | KAISER YARD BNSF, CA | 95D | \$11.00 | \$12.07 | \$13.10 | \$14.00 | \$15.00 | \$1.07 | \$1.03 | \$0.90 | \$1.00 |
| | KEDDIE, CA BNSF | 21 | \$11.00 | \$12.07 | \$13.10 | \$14.00 | \$15.00 | \$1.07 | \$1.03 | \$0.90 | \$1.00 |
| | LATHROP, CA UPSP YARD | 45A | \$11.00 | \$12.07 | \$13.10 | \$14.00 | \$15.00 | \$1.07 | \$1.03 | \$0.90 | \$1.00 |
| | LONG BEACH, CA | 95F | \$13.25 | \$14.32 | \$15.32 | \$15.47 | \$15.77 | \$1.07 | \$1.00 | \$0.15 | \$0.30 |
| | LOS ANGELES, CA (AMTRAK) | 85 | \$13.25 | \$14.32 | \$15.32 | \$15.47 | \$15.77 | \$1.07 | \$1.00 | \$0.15 | \$0.30 |
| | LA, CA, BNSF HOBART | 97 | \$13.25 | \$14.32 | \$15.32 | \$15.47 | \$15.77 | \$1.07 | \$1.00 | \$0.15 | \$0.30 |
| | LOS ANGELES, CA BN HARBOR | 97A | \$13.25 | \$14.32 | \$15.32 | \$15.47 | \$15.77 | \$1.07 | \$1.00 | \$0.15 | \$0.30 |
| | LA, CA BNSF WATSON | 97B | \$13.25 | \$14.32 | \$15.32 | \$15.47 | \$15.77 | \$1.07 | \$1.00 | \$0.15 | \$0.30 |
| | MIRA LOMA, CA | 29 | \$11.00 | \$12.07 | \$13.10 | \$14.00 | \$15.00 | \$1.07 | \$1.03 | \$0.90 | \$1.00 |
| | MOJAVE, CA UP DYV | G97 | \$11.00 | \$12.07 | \$13.10 | \$14.00 | \$15.00 | \$1.07 | \$1.03 | \$0.90 | \$1.00 |
| | NEEDLES, CA BNSF YD | G25 | \$11.00 | \$12.07 | \$13.10 | \$14.00 | \$15.00 | \$1.07 | \$1.03 | \$0.90 | \$1.00 |
| | NEWARK, CA UP YARD | G41 | \$13.23 | \$14.30 | \$15.30 | \$15.45 | \$15.75 | \$1.07 | \$1.00 | \$0.15 | \$0.30 |
| | OAKLAND, CA UP | 31 | \$13.23 | \$14.30 | \$15.30 | \$15.45 | \$15.75 | \$1.07 | \$1.00 | \$0.15 | \$0.30 |
| | OZOL, CA UP | 31A | \$13.23 | \$14.30 | \$15.30 | \$15.45 | \$15.75 | \$1.07 | \$1.00 | \$0.15 | \$0.30 |
| | RICHMOND, CA, SF-YD | 87 | \$13.41 | \$14.48 | \$15.48 | \$15.63 | \$15.93 | \$1.07 | \$1.00 | \$0.15 | \$0.30 |
| | RIVERBANK, CA | G31 | \$11.00 | \$12.07 | \$13.10 | \$14.00 | \$15.00 | \$1.07 | \$1.03 | \$0.90 | \$1.00 |
| | ROSEVILLE, CA, SP-YD | 35 | \$11.00 | \$12.07 | \$13.10 | \$14.00 | \$15.00 | \$1.07 | \$1.03 | \$0.90 | \$1.00 |
| SAN BERNARDINO, CA, SF-YD | 37 | \$11.00 | \$12.07 | \$13.10 | \$14.00 | \$15.00 | \$1.07 | \$1.03 | \$0.90 | \$1.00 | |
| SANDIEGO, CA BNSF YD | G51 | \$11.50 | \$12.57 | \$13.57 | \$14.32 | \$15.32 | \$1.07 | \$1.00 | \$0.75 | \$1.00 | |
| STOCKTON, CA, YARD | 45 | \$11.00 | \$12.07 | \$13.10 | \$13.60 | \$14.10 | \$2.07 | \$1.03 | \$0.50 | \$0.50 | |
| STOCKTON, CA UPSP YARD | 45B | \$11.00 | \$12.07 | \$13.10 | \$13.60 | \$14.10 | \$2.07 | \$1.03 | \$0.50 | \$0.50 | |
| YERMO, CA, UP-YD | 91 | \$11.00 | \$12.07 | \$13.10 | \$14.00 | \$15.00 | \$1.07 | \$1.03 | \$0.90 | \$1.00 | |
| ZZ LA, CA WATSON YD | 97D | \$13.25 | \$14.32 | \$15.32 | \$15.47 | \$15.77 | \$1.07 | \$1.00 | \$0.15 | \$0.30 | |
| NJ | CROXTON, NJ, YD | E61 | \$10.31 | \$10.81 | \$11.06 | \$11.31 | \$11.61 | \$0.50 | \$0.25 | \$0.25 | \$0.30 |
| | OAK ISLAND, NJ, CONRAIL-YD | E53 | \$10.31 | \$10.81 | \$11.06 | \$11.31 | \$11.61 | \$0.50 | \$0.25 | \$0.25 | \$0.30 |
| | PAVONIA, NJ | F01 | \$10.31 | \$10.81 | \$11.06 | \$11.31 | \$11.61 | \$0.50 | \$0.25 | \$0.25 | \$0.30 |

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|----|-------------------------|-----|---------|---------|---------|---------|---------|--------|--------|--------|--------|
| CO | PORT NEWARK, NJ CONRAIL | E67 | \$10.31 | \$10.81 | \$11.06 | \$11.31 | \$11.61 | \$0.50 | \$0.25 | \$0.25 | \$0.30 |
| | DENVER YARD | C97 | \$12.00 | \$12.00 | \$12.00 | \$12.00 | \$12.00 | \$0.30 | \$0.30 | \$0.35 | \$0.40 |
| LA | LA JUNTA YARD | | \$11.10 | \$12.00 | \$12.00 | \$12.00 | \$12.00 | \$0.30 | \$0.30 | \$0.35 | \$0.40 |
| | AVONDALE, LA | B99 | \$9.00 | \$9.00 | \$9.00 | \$9.00 | \$9.00 | \$0.30 | \$0.30 | \$0.35 | \$0.40 |
| NM | BELEN | G75 | \$10.25 | \$10.25 | \$10.25 | \$10.25 | \$10.25 | \$0.30 | \$0.30 | \$0.35 | \$0.40 |
| | CLOVIS | G77 | \$10.25 | \$10.25 | \$10.25 | \$10.25 | \$10.25 | \$0.30 | \$0.30 | \$0.35 | \$0.40 |
| | CARLSBAD | H55 | \$10.25 | \$10.25 | \$10.25 | \$10.25 | \$10.25 | \$0.30 | \$0.30 | \$0.35 | \$0.40 |
| | GALLUP | G79 | \$9.25 | \$9.25 | \$9.25 | \$9.25 | \$9.25 | \$0.30 | \$0.30 | \$0.35 | \$0.40 |
| | LORDSBURG | G69 | \$9.00 | \$9.00 | \$9.00 | \$9.00 | \$9.00 | \$0.30 | \$0.30 | \$0.35 | \$0.40 |
| | VAUGHN | G67 | \$9.25 | \$9.25 | \$9.25 | \$9.25 | \$9.25 | \$0.30 | \$0.30 | \$0.35 | \$0.40 |
| OK | CHICKASHA | B81 | \$9.00 | \$9.00 | \$9.00 | \$9.00 | \$9.00 | \$0.30 | \$0.30 | \$0.35 | \$0.40 |
| TX | HOUSTON BNSF SHUTTLE | C83 | \$9.15 | \$9.15 | \$9.15 | \$9.15 | \$9.15 | \$0.30 | \$0.30 | \$0.35 | \$0.40 |
| | HOUSTON BNSF CASEY | D71 | \$9.15 | \$9.15 | \$9.15 | \$9.15 | \$9.15 | \$0.30 | \$0.30 | \$0.35 | \$0.40 |
| | HOUSTON SOUTH YARD | C61 | \$9.15 | \$9.15 | \$9.15 | \$9.15 | \$9.15 | \$0.30 | \$0.30 | \$0.35 | \$0.40 |
| | GALVESTON | C81 | \$9.00 | \$9.00 | \$9.00 | \$9.00 | \$9.00 | \$0.30 | \$0.30 | \$0.35 | \$0.40 |
| MO | ST LOUIS – NS LUTHER | B03 | \$9.50 | \$9.50 | \$9.50 | \$9.50 | \$9.50 | \$0.30 | \$0.30 | \$0.35 | \$0.40 |

ROAD WAGE RATES

| STATE | LOCATION | Dept # | 2018 2019 2020 2021 | | | | 2018 2019 2020 2021 | | | | |
|-------|-----------------------|--------|-----------------------|--------------------|--------------------|--------------------|---------------------|------------------------------------|--------|--------|--------|
| | | | Current Location Hire | Location rate ROAD | Location rate ROAD | Location rate ROAD | Location Rate ROAD | ACROSS THE BOARD INCREASES BY YEAR | | | |
| | SPARKS, NV | A82 | \$11.50 | \$12.25 | \$13.25 | \$14.00 | \$15.00 | \$0.75 | \$1.00 | \$0.75 | \$1.00 |
| OH | WINNEMUCCA, NV | H36 | \$11.46 | \$12.25 | \$13.25 | \$14.00 | \$15.00 | \$0.79 | \$1.00 | \$0.75 | \$1.00 |
| | CLEVELAND COLLINWOOD | E72A | \$10.25 | \$10.85 | \$11.10 | \$11.35 | \$11.65 | \$0.60 | \$0.25 | \$0.25 | \$0.30 |
| | CRESTLINE, OH | E82 | \$10.25 | \$10.85 | \$11.10 | \$11.35 | \$11.65 | \$0.60 | \$0.25 | \$0.25 | \$0.30 |
| | CAREY, OH | I78 | \$10.25 | \$10.85 | \$11.10 | \$11.35 | \$11.65 | \$0.60 | \$0.25 | \$0.25 | \$0.30 |
| | YOUNGSTOWN, OH | F42 | \$10.25 | \$10.85 | \$11.10 | \$11.35 | \$11.65 | \$0.60 | \$0.25 | \$0.25 | \$0.30 |
| IL | JOLIET, IL (BNSF) | B16A | \$12.50 | \$13.48 | \$13.73 | \$13.98 | \$14.68 | \$0.98 | \$0.25 | \$0.25 | \$0.70 |
| | AURORA, IL | F72 | \$12.50 | \$13.48 | \$13.73 | \$13.98 | \$14.68 | \$0.98 | \$0.25 | \$0.25 | \$0.70 |
| | CICERO, IL | F74 | \$12.50 | \$13.48 | \$13.73 | \$13.98 | \$14.68 | \$0.98 | \$0.25 | \$0.25 | \$0.70 |
| | CICERO, II SHORT BNSF | F74A | \$12.50 | \$13.48 | \$13.73 | \$13.98 | \$14.68 | \$0.98 | \$0.25 | \$0.25 | \$0.70 |
| | GALESBURG, IL | G04 | \$9.31 | \$10.50 | \$10.75 | \$11.00 | \$11.30 | \$1.19 | \$0.25 | \$0.25 | \$0.30 |
| | BENTON, IL Road | I10 | \$11.50 | \$11.50 | \$11.50 | \$11.50 | \$11.50 | \$0.30 | \$0.30 | \$0.35 | \$0.40 |
| | CHICAGO, IL CSX | H66 | \$12.50 | \$13.50 | \$13.75 | \$14.00 | \$14.70 | \$1.00 | \$0.25 | \$0.25 | \$0.70 |
| | DECATUR, IL CN | D24A | \$11.50 | \$11.50 | \$11.50 | \$11.50 | \$11.50 | \$0.30 | \$0.30 | \$0.35 | \$0.40 |
| | HAWTHORNE, IL ROAD | I14 | \$12.50 | \$13.50 | \$13.75 | \$14.00 | \$14.70 | \$1.00 | \$0.25 | \$0.25 | \$0.70 |
| | JOLIET, CN ROAD | B16B | \$12.50 | \$13.50 | \$13.75 | \$14.00 | \$14.70 | \$1.00 | \$0.25 | \$0.25 | \$0.70 |
| | MARKHAM, IL ROAD | H22 | \$12.50 | \$13.50 | \$13.75 | \$14.00 | \$14.70 | \$1.00 | \$0.25 | \$0.25 | \$0.70 |
| | ST LOUIS- NS LUTHER | B03 | \$9.50 | \$9.50 | \$9.50 | \$9.50 | \$9.50 | \$0.30 | \$0.30 | \$0.35 | \$0.40 |
| CA | KEDDIE, CA | 20 | \$11.65 | \$13.15 | \$13.90 | \$14.65 | \$15.40 | \$1.47 | \$0.75 | \$0.75 | \$0.75 |
| | MARYSVILLE, CA | 22 | \$11.65 | \$13.15 | \$13.90 | \$14.65 | \$15.40 | \$1.47 | \$0.75 | \$0.75 | \$0.75 |
| | NEEDLES, CA | 32 | \$12.00 | \$13.50 | \$14.25 | \$15.00 | \$15.75 | \$1.47 | \$0.75 | \$0.75 | \$0.75 |

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|----|------------------------|------|---------|---------|---------|---------|---------|--------|--------|--------|--------|
| | ROSEVILLE, CA | 34 | \$12.00 | \$13.50 | \$14.25 | \$15.00 | \$15.75 | \$1.47 | \$0.75 | \$0.75 | \$0.75 |
| | SAN JOSE, CA | 42 | \$14.50 | \$16.00 | \$16.25 | \$16.50 | \$17.00 | \$1.47 | \$0.25 | \$0.25 | \$0.50 |
| | STOCKTON, CA | 44 | \$12.00 | \$13.50 | \$14.25 | \$15.00 | \$15.75 | \$1.47 | \$0.75 | \$0.75 | \$0.75 |
| | OAKLAND, CA | 86 | \$13.88 | \$15.38 | \$15.63 | \$15.78 | \$16.28 | \$1.47 | \$0.25 | \$0.15 | \$0.50 |
| | FRESNO, CA | 88 | \$12.00 | \$13.50 | \$14.25 | \$15.00 | \$15.75 | \$1.47 | \$0.75 | \$0.75 | \$0.75 |
| | YERMO, CA | 90 | \$11.65 | \$13.15 | \$13.90 | \$14.65 | \$15.40 | \$1.47 | \$0.75 | \$0.75 | \$0.75 |
| | DUNSMUIR, CA | 92 | \$12.00 | \$13.15 | \$13.90 | \$14.65 | \$15.40 | \$1.12 | \$0.75 | \$0.75 | \$0.75 |
| | SAN LUIS OBISPO, CA | 96 | \$14.23 | \$15.48 | \$15.73 | \$15.98 | \$16.23 | \$1.22 | \$0.25 | \$0.25 | \$0.25 |
| | BAKERSFIELD, CA | 98 | \$11.65 | \$13.15 | \$13.90 | \$14.65 | \$15.40 | \$1.47 | \$0.75 | \$0.75 | \$0.75 |
| | KEDDIE, CA (SHORT) | 20A | \$11.65 | \$13.15 | \$13.90 | \$14.65 | \$15.40 | \$1.47 | \$0.75 | \$0.75 | \$0.75 |
| | STOCKTON, CA (BNSF) | 44A | \$12.00 | \$13.50 | \$14.25 | \$15.00 | \$15.75 | \$1.47 | \$0.75 | \$0.75 | \$0.75 |
| | RICHMOND, CA BNSF | 86A | \$14.06 | \$15.56 | \$15.81 | \$16.06 | \$16.81 | \$1.47 | \$0.25 | \$0.25 | \$0.75 |
| | FRESNO, CA (BNSF) | 88A | \$12.00 | \$13.50 | \$14.25 | \$15.00 | \$15.75 | \$1.47 | \$0.75 | \$0.75 | \$0.75 |
| | BARSTOW,CA | 90B | \$12.00 | \$13.15 | \$13.90 | \$14.65 | \$15.40 | \$1.12 | \$0.75 | \$0.75 | \$0.75 |
| | LOS ANGELES, CA (BNSF) | 94A | \$13.90 | \$15.15 | \$15.65 | \$15.85 | \$16.35 | \$1.22 | \$0.50 | \$0.20 | \$0.50 |
| | W COLTON, CA | 94B | \$11.65 | \$13.15 | \$14.15 | \$14.90 | \$15.65 | \$1.47 | \$1.00 | \$0.75 | \$0.75 |
| | LOS ANGELES(AM), CA | 94C | \$13.90 | \$15.15 | \$15.65 | \$15.85 | \$16.35 | \$1.22 | \$0.50 | \$0.20 | \$0.50 |
| | GLENDALE, CA | 94D | \$13.90 | \$15.15 | \$15.65 | \$15.85 | \$16.35 | \$1.22 | \$0.50 | \$0.20 | \$0.50 |
| | LONG BEACH, CA | 94F | \$13.90 | \$15.15 | \$15.65 | \$15.85 | \$16.35 | \$1.22 | \$0.50 | \$0.20 | \$0.50 |
| | SAN BERNARDINO, CA BN | 94H | \$11.65 | \$13.15 | \$13.90 | \$14.65 | \$15.40 | \$1.47 | \$0.75 | \$0.75 | \$0.75 |
| | MOJAVE, CA | 98B | \$11.65 | \$13.15 | \$13.90 | \$14.65 | \$15.40 | \$1.47 | \$0.75 | \$0.75 | \$0.75 |
| | SAN DIEGO, CA | G52 | \$12.15 | \$13.65 | \$14.40 | \$15.15 | \$15.90 | \$1.47 | \$0.75 | \$0.75 | \$0.75 |
| | BAKERSFIELD, CA (BNSF) | G98 | \$11.65 | \$13.15 | \$13.90 | \$14.65 | \$15.40 | \$1.47 | \$0.75 | \$0.75 | \$0.75 |
| | PORTOLA,CA | H30 | \$12.00 | \$13.50 | \$14.25 | \$15.00 | \$15.75 | \$1.47 | \$0.75 | \$0.75 | \$0.75 |
| NJ | CROXTON, NJ | E60 | \$12.31 | \$12.81 | \$13.10 | \$13.35 | \$13.70 | \$0.50 | \$0.29 | \$0.25 | \$0.35 |
| CO | DENVER BNSF ROAD | C50A | \$14.50 | \$14.50 | \$14.50 | \$14.50 | \$14.50 | \$1.50 | \$0.30 | \$0.35 | \$0.40 |
| | PUEBLO, BNSF ROAD | C52A | \$11.65 | \$12.00 | \$12.00 | \$12.00 | \$12.00 | \$0.55 | \$0.30 | \$0.35 | \$0.40 |
| | TRINIDAD, BNSF ROAD | C54 | \$11.65 | \$12.00 | \$12.00 | \$12.00 | \$12.00 | \$0.55 | \$0.30 | \$0.35 | \$0.40 |
| | LA JUNTA, BNSF ROAD | C56 | \$11.65 | \$12.00 | \$12.00 | \$12.00 | \$12.00 | \$0.55 | \$0.30 | \$0.35 | \$0.40 |
| | CO SPRINGS, BNSF ROAD | C40 | \$11.65 | \$12.00 | \$12.00 | \$12.00 | \$12.00 | \$0.55 | \$0.30 | \$0.35 | \$0.40 |
| | GRAND JCT, BNSF ROAD | C58 | \$11.10 | \$11.10 | \$12.00 | \$12.00 | \$12.00 | \$0.30 | \$0.30 | \$0.35 | \$0.40 |
| IN | FT WAYNE | E90A | \$9.50 | \$9.50 | \$9.50 | \$9.50 | \$9.50 | \$0.30 | \$0.30 | \$0.35 | \$0.40 |
| | HOBART | E92 | \$12.50 | \$12.50 | \$12.50 | \$12.50 | \$12.50 | \$0.30 | \$0.30 | \$0.35 | \$0.40 |
| | PRINCETON | F69 | \$9.50 | \$9.50 | \$9.50 | \$9.50 | \$9.50 | \$0.30 | \$0.30 | \$0.35 | \$0.40 |
| | FRANKFORT | F70 | \$9.90 | \$9.90 | \$9.90 | \$9.90 | \$9.90 | \$0.30 | \$0.30 | \$0.35 | \$0.40 |
| | ELKHART | J30 | \$10.50 | \$10.50 | \$10.50 | \$10.50 | \$10.50 | \$0.30 | \$0.30 | \$0.35 | \$0.40 |
| | KIRK | H24 | \$12.50 | \$13.48 | \$13.73 | \$13.98 | \$14.68 | \$0.98 | \$0.25 | \$0.25 | \$0.70 |
| LA | LAYFAYETTE | B54A | \$9.50 | \$9.50 | \$9.50 | \$9.50 | \$9.50 | \$0.30 | \$0.30 | \$0.35 | \$0.40 |
| | SHREVEPORT | B90 | \$9.50 | \$9.50 | \$9.50 | \$9.50 | \$9.50 | \$0.30 | \$0.30 | \$0.35 | \$0.40 |
| | AVONDALE | B98B | \$9.50 | \$9.50 | \$9.50 | \$9.50 | \$9.50 | \$0.30 | \$0.30 | \$0.35 | \$0.40 |
| | BATON ROUGE | I60 | \$9.50 | \$9.50 | \$9.50 | \$9.50 | \$9.50 | \$0.30 | \$0.30 | \$0.35 | \$0.40 |
| | NEW ORLEANS | I66 | \$9.50 | \$9.50 | \$9.50 | \$9.50 | \$9.50 | \$0.30 | \$0.30 | \$0.35 | \$0.40 |
| | LAPLACE, LA CN | I64 | \$9.50 | \$9.50 | \$9.50 | \$9.50 | \$9.50 | \$0.30 | \$0.30 | \$0.35 | \$0.40 |
| OK | CHICKASHA | B80 | \$9.50 | \$9.50 | \$9.50 | \$9.50 | \$9.50 | \$0.30 | \$0.30 | \$0.35 | \$0.40 |

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|----|--------------------|-----|---------|---------|---------|---------|---------|--------|--------|--------|--------|
| NM | ENID | B70 | \$9.50 | \$9.50 | \$9.50 | \$9.50 | \$9.50 | \$0.30 | \$0.30 | \$0.35 | \$0.40 |
| | OKLAHOMA CITY | D40 | \$9.50 | \$9.50 | \$9.50 | \$9.50 | \$9.50 | \$0.30 | \$0.30 | \$0.35 | \$0.40 |
| TX | BELEN | G74 | \$10.75 | \$10.75 | \$10.75 | \$10.75 | \$10.75 | \$0.30 | \$0.30 | \$0.35 | \$0.40 |
| | CLOVIS | G76 | \$10.75 | \$10.75 | \$10.75 | \$10.75 | \$10.75 | \$0.30 | \$0.30 | \$0.35 | \$0.40 |
| | GALLUP | G78 | \$10.25 | \$10.25 | \$10.25 | \$10.25 | \$10.25 | \$0.30 | \$0.30 | \$0.35 | \$0.40 |
| | LORDSBURG | 70 | \$10.25 | \$10.25 | \$10.25 | \$10.25 | \$10.25 | \$0.30 | \$0.30 | \$0.35 | \$0.40 |
| | VAUGHN | D70 | \$10.25 | \$10.25 | \$10.25 | \$10.25 | \$10.25 | \$0.30 | \$0.30 | \$0.35 | \$0.40 |
| | CARLSBAD | H54 | \$10.55 | \$10.55 | \$10.55 | \$10.55 | \$10.55 | \$0.30 | \$0.30 | \$0.35 | \$0.40 |
| | HOUSTON, BNSF ROAD | C22 | \$10.25 | \$10.25 | \$10.25 | \$10.25 | \$10.25 | \$0.30 | \$0.30 | \$0.35 | \$0.40 |
| WI | GALVESTON | C60 | \$10.50 | \$10.50 | \$10.50 | \$10.50 | \$10.50 | \$0.30 | \$0.30 | \$0.35 | \$0.40 |
| | FOND DU LAC | H76 | \$11.85 | \$11.85 | \$11.85 | \$11.85 | \$11.85 | \$0.30 | \$0.30 | \$0.35 | \$0.40 |
| MO | STEVENS POINT | H96 | \$11.85 | \$11.85 | \$11.85 | \$11.85 | \$11.85 | \$0.30 | \$0.30 | \$0.35 | \$0.40 |
| | ST LOUIS ROAD | B14 | \$10.00 | \$10.00 | \$10.00 | \$10.00 | \$10.00 | \$0.30 | \$0.30 | \$0.35 | \$0.40 |

APPENDIX B LEAD DRIVER JOB DESCRIPTION

Job Title: Lead Driver
 Department: Field Operations
 Reports To: Regional Manager
 FLSA: Nonexempt

SUMMARY OF POSITION:

The primary duty of this individual(s) is to ensure safe and timely service to customers by assisting Field Management with vehicle maintenance and cleanliness, assuring drivers understand Employer policy and procedures, and assisting in scheduling road and yard drivers. The position also requires that the individual be able to identify future employees when needed and the ability to assist the RM in ensuring employees receive proper instruction.

SUMMARY OF POSITION: ESSENTIAL DUTIES AND RESPONSIBILITIES:

1. Employment Responsibilities

Treat drivers in a FAIR and CONSISTENT manner. The Lead Driver position is in the Union.

Lead Driver shall adhere to the Collective Bargaining Agreement and Drivers Handbook in their area.

Provide orientation and administrative duties for new applicants including assistance with online application process, schedule of drug screens, and classroom training to perform job functions.

Assist RM to schedule drivers to assure adequate coverage of yard and road vehicles. Assist RM to contact road drivers who have placed themselves onto an overtime list to obtain coverage.

Assist RM in ensuring that employees receive any Employer related documentation and have access to a computer if needed. The Lead Driver shall have no access to Employees Confidential Records.

2. Maintenance

Ensure all vehicles receive preventative maintenance per Employer policy and maintain good relations with third party repair facilities.

Schedule unplanned maintenance (i.e. door latches, torn seats, baggage restraints, etc.) in a timely manner as reported by drivers or found in review of daily inspections.

Ensure daily van inspections are completed and drivers are aware of the preventative maintenance schedule.

Conduct physical van inspections as required.

Notify dispatch or update lineup for vehicles out of service for maintenance. Notify RM of vehicles that will be out of service for more than 4 hours.

Keep vans clean and safe.

3. General and Customer Service

Maintain interactions with client representatives regularly and as required by management. Keep RM informed of any mechanical problems in area.

Help ensure safe and efficient transportation of crews by ensuring safe vans exists in the area. Maintain open communications with RM and drivers

Follow Employer rules and regulations as outlined in Employee Handbook and Union Collective Bargaining Agreement.

Report all accidents to Dispatch and RM immediately. All other job duties, paperwork and administrative duties as assigned.

QUALIFICATIONS:

To perform this position successfully, an individual must be able to meet each essential duty and responsibility to a satisfactory level. The requirements listed below are representative of the knowledge, skills, and/or experience required.

Must have strong interpersonal skills and maintain positive working environment

Must be well organized with the ability to self-manage

Must meet all qualifications as a driver for the Employer

Must have a strong written and spoken proficiency with the English language

EDUCATION and/or EXPERIENCE:

High School diploma or G.E.D. and a minimum of six months related experience.

LANGUAGE SKILLS:

Ability to read and interpret a variety of instructions furnished in written or oral form. The ability to effectively communicate with others.

MATHEMATICAL SKILLS:

This position requires an individual with average mathematical skills. This includes the following skills; addition, subtraction, multiplication and division of whole numbers, common fractions and decimals.

REASONING ABILITY:

This position requires an individual to use reasonable judgment when making decisions that would concern the safety of the passengers and the general public and affect the quality of the Employer's service to its customers.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met to successfully perform the essential functions of this job and are listed below. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. Other administrative functions have low physical demands.

Ability to potentially lift up to 70 lbs. to change a tire

Ability to bend to inspect the undercarriage of a vehicle and/or the tires

Ability to climb in and out of vehicles

WORK ENVIRONMENT:

This business is a 24 hour and 7 day a week operation. Employees may be required to work weekends, holidays and overtime as need to ensure that our clients receive the highest level of service. This position will also require the employee to be on-call as needed.

PERSONAL ATTRIBUTES:

Safety Minded

Dependability

Good Customer Service skills

Dedication

Good organizational skills

Good interpersonal skills

Good customer service skills

A strong sense of urgency

SIDE LETTERS

#1 BECK NOTICES

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

#2 MOST FAVORED NATIONS

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

#3 TEMPORARY EMPLOYEES

There shall be no float employees, temporary employees or contract employees performing bargaining unit work anywhere covered by the recognition clause of this contract. Any driver in a float, couch potato, temporary or contract position as of the date of the ratification of this contract shall be converted to a full or part time employee, at the choice of the driver.

#4 UNION BARGAINING COMMITTEE

The Employer will pay \$500 per bargaining committee member, payable to each respective UE Local as a reimbursement for bargaining.

#5 MEMORANDUM ON 40 HOUR

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

- 1.) Information: The Employer shall provide to the Union a spreadsheet on a bi-weekly basis showing:
 - actual and target road driver count by location based on 120% of trailing 6-week volumes (hours)
 - the current status for each yard.
 - usage of outside contractor hours.
 - actual hours worked by driver per road board, per week for each of the preceding 6 weeks.
 - any notice of reduction of work volume or increase of work volume. This notice will be highlighted as compared to the annual historic volumes of each particular road board.
- 2.) Hiring Formula: The formula to determine target driver count shall be apportioned in such a way that each full time driver is offered at least 40 hours of work per week. For the purpose of computing target driver count, all full time drivers in a given location shall count as full-time drivers, all part time drivers shall count as a half full time driver.
 - a. Red Status. Means that the Employer is staffed at a level of 5% or more below target driver count; Employer will commence or continue to actively recruit new drivers.
 - b. Yellow Status. Means that the Employer is staffed within a level of 5% above or below target driver count; Employer will continue to process in-system applications but will not engage in new active driver recruitment efforts other than to replace drivers known to be leaving the Employer's service.
 - c. Green Status. Means that the Employer is staffed at more than 5% above target driver count; Employer will not engage in any hiring or recruitment efforts including the processing of in-system applications other than to replace drivers known to be leaving the Employer's service.
- 3.) Secondary vendors: The Employer will utilize secondary vendors only in circumstances where there are no drivers with available hours on the board or where the railway orders the secondary vendor directly.

Location Review For Overstaffing

- 1.) Notice of work change: The Employer shall as soon as practicable provide the pertinent information to the Union of any reduction of work orders by the railroads or other customers and or any requests for additional drivers because of a forecasted increase in work volumes.
- 2.) Reduction in force: If on any 2/4/6-week trend summary, a location has an average of 32 hours of work per week or less, the Union and the Employer will convene a meeting within the next 2 weeks to discuss the related problems and resolution.

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

#6 12 OHIO DRIVERS

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

#7 PAID SICK LEAVE

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

#8 SIDE LETTER ON AMTRAK CHICAGO AND MEMPHIS TN

May 20, 2019

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

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

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

Road

| STATE | LOCATION | Dept# | Current New Hire | YEAR 1 | YEAR 2 | YEAR 3 | YEAR 4 | YEAR 1 | YEAR 2 | YEAR 3 | YEAR 4 |
|-------|----------------|-------|------------------|---------------------------|---------------------------|---------------------------|---------------------------|--------|--------|--------|--------|
| | | | | New Hire Rate Year 1 ROAD | New Hire Rate Year 2 ROAD | New Hire Rate Year 3 ROAD | New Hire Rate Year 4 ROAD | | | | |
| IL | Amtrak Chicago | F85A | \$12.50 | \$13.50 | \$13.75 | \$14.00 | \$14.70 | \$1.00 | \$0.25 | \$0.25 | \$0.70 |
| TN | Memphis | I42 | \$9.50 | \$9.50 | \$9.50 | \$9.50 | \$9.50 | \$0.30 | \$0.30 | \$0.35 | \$0.40 |

Yard

| STATE | LOCATION | Dept# | Current New Hire | YEAR 1 | YEAR 2 | YEAR 3 | YEAR 4 | YEAR 1 | YEAR 2 | YEAR 3 | YEAR 4 |
|-------|----------------|-------|------------------|---------------------------|---------------------------|---------------------------|---------------------------|--------|--------|--------|--------|
| | | | | New Hire Rate Year 1 YARD | New Hire Rate Year 2 YARD | New Hire Rate Year 3 YARD | New Hire Rate Year 4 YARD | | | | |
| IL | Chicago Amtrak | F85 | \$12.00 | \$13.00 | \$13.25 | \$13.45 | \$14.00 | \$1.00 | \$0.25 | \$0.20 | \$0.55 |
| TN | Memphis | | \$9.00 | \$9.00 | \$9.00 | \$9.00 | \$9.00 | \$0.30 | \$0.30 | \$0.35 | \$0.40 |

To contact the United Electrical Radio & Machine Workers of America (UE)

(312) 574-0733 WWW.UEUNION.ORG