

All Capitalization was changed to normal case in the January 01, 1975 Agreement.

Additions are "Bold Face Font" **highlighted in yellow.**

Existing Appendices were updated.

Deletions are "~~Struck Through~~"

**Added from supplement # 3 of the original Agreement of 1975**

**As amended by the National Agreement of October 30, 1978**

**As amended by the National Agreement of December 11, 1981**

**As amended by the National Agreement of October 17, 1986**

**As amended by the National Agreement of July 29, 1991  
And/or added by the October 01, 1991 Agreement**

**As amended by the National Agreement of September 26, 1996  
And/or added by the December 17<sup>th</sup>, 1996 Agreement**

**As amended by the National Agreement of May 31, 2001**

**As amended by the National Agreement of July 07, 2007  
And/or added by the December 01<sup>st</sup> 2008 Agreement**

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**A G R E E M E N T**

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**BETWEEN**

**TERMINAL RAILWAY**

**ALABAMA STATE DOCKS**

**AND**

**BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES**

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Revised as of ~~January 01, 1975~~ **January 01, 2009**, to include rules revisions, certain amendments, interpretations, and memorandums agreed upon by the parties' signatory hereto.

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## **RULE 1**

### SCOPE

The rules contained herein shall govern the hours of service, working conditions and rates of pay of all employees in any and all Sub-Departments of the Maintenance of Way and Structures Department, represented by the Brotherhood of Maintenance of Way Employees, and such employees will perform all work in the Maintenance of Way and Structures Department. This agreement shall not apply to the following:

1. Road masters and other officers of higher rank.
2. Clerical and civil engineering forces.

## **RULE 2**

### SENIORITY

Seniority rights of employees are restricted to their respective departments and no employee shall hold or accumulate seniority in more than one department at the same time. Seniority begins on entering service but only in the rank employed. Seniority begins in any higher rank when regularly assigned thereto or when thirty (30) days have been served in such higher rank. Seniority of laborers is restricted to their gang except that they shall be allowed to exercise their seniority on other gangs on the Terminal Railway Alabama State Docks when cut of f on account of force reduction or when displaced on account of force reduction. When forces are increased, if available, they may return to their former position if they so desire.

**Note: When employees are promoted to positions of Assistant Section Foreman, they will establish seniority as Machine Operators as of the same date.**

**(Added from supplement NO. 3 of the original Agreement of 1975)**

## **RULE 3**

### SENIORITY ROSTER

Seniority roster will be published each January showing employees' seniority by Departments and will be subject to correction for a period of twelve (12) months. After twelve (12) months have elapsed without a protest of name or date, such name and date becomes permanent and cannot be changed in the future.

## **RULE 4**

### STARTING TIME

(a) Employees' time will start and end at a regular designated assembling point for each class of employees which will be the Tool House, Outfit Car, Shop, or at a station where employees take their meals and lodging.

(b) For regular day service the starting time will not be earlier than 6:00 A.M., and not later than 8:00 A.M., and will not be changed without first giving employees affected twenty-four hours' notice.

(c) When two or more shifts are employed, no shift will have a starting time between 12:00 o'clock midnight and 5:00 A.M.

(d) Employees' regular assigned hours will not be changed to avoid the application of overtime rules.

**(e) When hourly rated employees are required to report at usual starting time and place for the day's work, including when employees are bused from their lodging site to the work site, they will be allowed a minimum of three (3) hours at pro rata rate . . .**

**As amended by the National Agreement of September 26, 1996  
And/or added by the December 17<sup>th</sup>, 1996 Agreement**

## **RULE 5**

## OVERTIME

(a) Eight (8) consecutive hours, exclusive of meal periods, shall constitute a day's work. Time worked preceding or following and continuous with a regularly assigned eight hour work period shall be computed on actual minute basis and paid for at time and one-half rates, with double time computed on actual minute basis after sixteen (16) continuous hours of work in any twenty-four (24) hour period computed from starting time of the employees' regular shift. In the application of this rule to new employees temporarily brought into the service in emergencies, the starting time of such employees will be considered as of the time that they commence work or are required to report.

(b) Employees will not be required to suspend work during regular hours for the purpose of absorbing overtime.

(c) Provisions in existing rules, which relate to the payment of daily overtime, shall remain unchanged. Work in excess of 40 straight time hours in any work week shall be paid for at one and one-half times the basic straight time rate except where such work is performed by an employee due to moving from one assignment to another or to or from an extra or furloughed list, or where days off are being accumulated under paragraph (g) or Rule 28 - ESTABLISHMENT OF SHORTER WORK WEEK.

(d) Employees worked more than five days in a work week shall be paid one and one-half times the basic straight time rate for work on the sixth and seventh days of their work week, except where such work is performed by an employee due to moving from one assignment to another or to or from an extra furloughed list, or where days off are being accumulated under paragraph (g) of Rule 28 - ESTABLISHMENT OF SHORTER WORK WEEK.

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

(f) Guarantees

All monthly guarantees shall be reduced to five days per week.

(g) Work on unassigned days

Where work is required by the Company to be performed on a day which is not a part of any assignment, it may be performed by an available extra or unassigned employee who will otherwise not have 40 hours of work that week; in all other cases by the regular employee.

## RULE 6

### HOLIDAY AND REST DAY SERVICE

Employees who are required to work on rest days and the following holidays, i.e., New Year's Day, Washington's Birthday, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, First Friday after Thanksgiving, Christmas Eve, Christmas, and New year's Eve. (Provided that when any of the above Holidays fall on Sunday, the day observed by the State, Nation or Proclamation shall be considered the Holiday) shall be compensated therefor at the rate of time and one-half.

## RULE 7

### HOLIDAYS

Employees covered by this agreement shall receive Holiday pay in accordance with the terms and conditions of the National Holiday Pay Rule dated August 21, 1954, as subsequently amended. (See Appendix 01)

## RULE 8

## CALLS

Employees notified or called to perform work not continuous with the regular work period will be allowed a minimum of two (2) hours and forty (40) minutes at time and one-half rate, and if held on duty in excess of two (2) hours and forty (40) minutes, time and one-half will be allowed on the minute basis.

### **RULE 9**

#### BASIC DAY AND MEAL PERIOD

- (a) Eight (8) consecutive hours, exclusive of the meal period, shall constitute a day.
- (b) For regular operation requiring continuous hours, eight (8) consecutive hours without meal period may be assigned as constituting a day's work, in which case twenty (20) minutes shall be allowed in which to eat without deduction in pay.
- (c) Regularly established daily working hours will not be reduced below eight (8) hours per day, five (5) days per week, to avoid making force reduction, except that this number of days may be reduced in a week in which holidays occur by the number of such holidays.
- (d) When meal period is allowed, it will be between the beginning of the fifth hour and the ending of the seventh hour. If not allowed within this period, twenty (20) minutes will be allowed at the first opportunity without loss of pay. When the regular meal period is allowed, it will be not less than thirty (30) minutes or more than one hour.

### **RULE 10**

#### PRESERVATION OF RATES

Employees assigned to higher rated positions, by proper authority, shall receive the higher rates while occupying such positions; employees required to perform the service of lower rated positions shall not have their rates reduced.

### **RULE 11**

#### NEWLY CREATED POSITIONS

Compensation for newly created positions shall be in conformity with the rate paid for similar positions on the seniority district where created.

### **RULE 12**

#### EXPENSES

When employees are taken away from their headquarters to perform work away from and out of reach of their home station they will be furnished meals and lodging at the company's expense.

(Note: Award of Arbitration Board No.298-Travel Time and Away from Home Expenses)

It has been agreed that no Maintenance of Way Employees on the Alabama State Docks at this time are affected by the 298 Awards. However; It is agreed that should any employee become entitled to any of the provisions of the 298 Award, such employee will receive the benefits to which entitled there under as the Alabama State Docks was a party to the National Agreement in connection with this Award.)

### **RULE 13**

#### ATTENDING COURT

Employees attending court on behalf of the Company at home shall be allowed regular time, and when attending court on behalf of the Company away from home shall be allowed regular time and actual expenses. Transportation to and from court will be furnished by the Company, and the employee shall turn over witness certificate from the clerk of the court to the Company representative.

### **RULE 14**

## PAY FOR THE JURY DUTY

Employees covered by this agreement who are summoned for jury duty and required to lose time from their assignments as a result thereof will be compensated therefor pursuant to the applicable Law(s) of the State of Alabama. (See Appendix 02)

(Note: This rule to be retained in lieu of Article V-A -- JURY DUTY -- of the Memorandum of Agreement of May 21, 1971.)

### RULE 15

#### PROMOTIONS

A promotion is an advancement from a lower to a higher rank. Promotions shall be based on ability, merit and seniority. Management shall be the judge, subject to appeal to the highest designated officer of the Company. Employees are only entitled to promotions in the Sub-Department in which their seniority rights prevail. An employee accepting promotion will be allowed reasonable time in which to qualify, and failing to qualify will be returned to his former position without loss of seniority in the rank from which promoted. Employees promoted to official positions with the railroad or Brotherhood shall hold and accumulate seniority in the Maintenance of Way Department.

#### **Section 1**

**Effective October 17, 1986, all employees promoted subsequently thereto to official, supervisory, or excepted positions from crafts or classes represented by BMW shall be required to pay an appropriate monthly fee, not to exceed monthly union dues, in order to retain and continue to accumulate seniority. A supervisor whose payments are delinquent shall be given a written notice by the appropriate general chairman of the amount owed and ninety (90) days from the date of such notice to cure the delinquency in order to avoid seniority forfeiture.**

#### **Section 2**

**Employees promoted prior to October 17, 1986, to official, supervisory, or excepted positions from crafts or classes represented by BMW shall retain their current seniority but shall be required to pay an appropriate monthly fee, not to exceed monthly union dues, in order to accumulate additional seniority.**

#### **Section 3**

**This Article shall become effective on the date of this Agreement except on such carriers where the organization representative may elect to preserve existing rules pertaining to employees retaining seniority after promotion to an official, supervisory, or excepted position and so notifies the authorized carrier representative within thirty (30) days following the date of this Agreement.**

**As amended by the National Agreement of October 17, 1986**

### RULE 16

#### BULLETINING OF NEW POSITIONS AND VACANCIES

(a) New positions and vacancies shall be bulletined within 30 days before or 10 days after they occur by sending a copy of bulletin to eligible employees who will be allowed ten (10) days in which to file written application for the position bulletined, and assignment shall be made within ten (10) days thereafter; and when assignment is made, the name of the employee assigned will be announced. Such new position or vacancies may be filled temporarily, pending permanent assignment. This rule does not apply to positions or vacancies that are for less than thirty (30) days' duration, which will be filled by using the senior available eligible employee.

(b) Employees transferred from one location to another by direction of the management or in exercising their seniority rights will be entitled to move their household effects over the railroad without the payment of freight charges.

## RULE 17

### REDUCTION IN FORCES

(a) Except as otherwise provided in this section (a), positions will not be abolished nor will forces be reduced until the employees affected have been given at least five (5) working days advance notice.

No advance notice will be required before positions may be temporarily abolished or forces temporarily reduced when there is a suspension of the Company's operation in whole or in part due to a labor dispute between the Company and any of its employees.

No advance notice shall be required before positions may be temporarily abolished or forces temporarily reduced under emergency conditions such as flood, snow storm, hurricane, tornado, earthquake, fire, or a labor dispute (Other than between the Company and any of its employees) provided that such conditions result in suspension of the Company's operation in whole or in part. It is understood and agreed that such temporary force reduction will be confined solely to those work locations directly affected by any suspension of operations. It is further understood and agreed that notwithstanding the foregoing, any employee who is affected by such an emergency force reduction and reports for his position without having been previously notified not to report, shall receive four (4) hours pay at the applicable rate for his position. If an employee works any portion of the day, he will be paid in accordance with the regular rules.

(b) Employees laid off in force reduction may exercise their seniority in displacing any junior employee in the same rank. Seniority in the same rank must be exhausted before exercising seniority in a lower rank when necessary to reduce the number of employees in a gang; this will be accomplished by laying off the junior man or men. When forces are increased, employees will return to the highest rank of service their seniority makes available to them.

~~(c) Employees laid off by reason of force reduction, to retain their seniority rights, must file within ten (10) days, with the road master or supervisor making the reductions, their name and address, and renew same again only when such address is changed; furnishing a copy to the Local Chairman and the General Chairman. Failure to do this or return to the service within ten (10) days after being notified will forfeit all seniority rights.~~

**The seniority of any employee whose seniority under an agreement with BMW is established after the date of this Agreement and who is furloughed for 365 consecutive days will be terminated if such employee has less than three (3) years of seniority.**

**The "365 consecutive days" shall exclude any period during which a furloughed employee receives compensation pursuant to an employee protection order or an employee protection agreement or arrangement.**

**As amended by the National Agreement of October 17, 1986**

**Employees shall not be required to file their names and addresses with the carrier when furloughed to protect seniority. However, employees have the obligation to keep the carrier current as to their current address and telephone numbers.**

**The parties themselves should resolve what role, if any, the local committees may take in contacting furloughed employees who cannot be reached at their last address and the consequences of an employee's failure to provide a current address and telephone number.**

**As amended by the National Agreement of September 26, 1996  
And/or added by the December 17<sup>th</sup>, 1996 Agreement**

## RULE 18

### POSITIONS RE-ESTABLISHED AFTER HAVING BEEN ABOLISHED

Any position covered by the scope of this agreement, re-established after having been abolished, will

be bulletined as a new position in accordance with bulletin rule in this agreement.

## **RULE 19**

### **DISCIPLINE**

(a) An employed disciplined, or who considers himself unjustly treated will be advised in writing of the reason for such action, provided written request is made therefor.

(b) Such employee shall have a fair and impartial hearing provided written request is presented to his immediate superiors within fifteen (15) days of the date of such discipline or unjust treatment, and hearing will be granted within ten (10) days thereafter.

(c) At the hearing a record of the proceedings will be made in writing and a transcript of same shall be furnished to the employee and to the employee's representative when requested. A decision will be rendered within ten (10) days after completion of the hearing.

(d) An employee dissatisfied with a decision will have the right to appeal in succession up to and including the highest official designated by the management to handle such cases, if notice of appeal is filed with the next officer and a copy furnished the office whose decision is appealed, within thirty (30) days thereafter. Appeal of decision from highest designated officer will be governed by paragraph (c) of Rule 20 - TIME CLAIMS.

(e) At the hearing or on appeal the right of the employee to be assisted by duly authorized representative of the employee's Organization is hereby recognized.

(f) If the final decision is that charges against such employees were not sustained, records will be cleared, and employee will be returned to former position if suspended or dismissed, and paid for all time lost.

## **RULE 20**

### **TIME CLAIMS**

(a) All claims or grievances must be presented in writing by or on behalf of the employee involved, to the officer of the carrier authorized to receive same, within sixty (60) days from the date of the occurrence on which the claim or grievance is based. Should any such claim or grievance be disallowed, the company shall, within sixty (60) days from the date same is filed, notify whoever filed the claim or grievance (the employee or his duly accredited representative) in writing of the reasons for such disallowance. If not so notified, the claim or grievance shall be allowed as presented, but this shall not be considered as a precedent or waiver of the contentions of the company as to other similar claims or grievances.

(b) If a disallowed claim or grievance is to be appealed, such appeal must be in writing and must be taken within sixty (60) days from receipt of notice of disallowance, and the representative of the company shall be notified in writing within that time of the rejection of his decision. Failing to comply with this provision, the matter shall be considered closed, but this shall not be considered as a precedent or waiver of the contentions of the employees as to other similar claims or grievances. It is understood, however, that the parties may, by agreement, at any stage of the handling of a claim or grievance on the property, extend the sixty (60) day period for either a decision or appeal, up to and including the highest officer of the company designated for that purpose.

(c) The requirements outlined in paragraphs (a) and (b), pertaining to appeal by the employee and decision by the carrier, shall govern in appeals taken to each succeeding officer, except in cases of appeal from the decision of the highest officer designated by the company to handle such disputes. All claims or grievances involved in a decision by the highest designated officer shall be barred unless within nine (9) months from the date of said officer's decision, proceedings are instituted by the employee or his duly authorized representative before the appropriate division of the National Railroad Adjustment Board or a system, group or regional board of adjustment that has been agreed to by the parties hereto as provided in Section 3 Second of the Railway Labor Act. It is understood, however, that the parties may by agreement in any particular case extend the nine (9) months period herein referred to.

(d) A claim may be filed at any time for an alleged continuing violation of any agreement and all

rights of the claimant or claimants involved thereby shall, under this rule, be fully protected by the filing of one claim or grievance based thereon as long as such alleged violation, if found to be such, continues. However, no monetary claim shall be allowed retroactively for more than sixty (60) days prior to the filing thereof. With respect to claims and grievances involving an employee held out of service in discipline cases, the original notice of request for reinstatement with pay for time lost shall be sufficient.

(e) This rule recognizes the right of representatives of the Organizations, parties hereto to file and prosecute claims and grievances for and on behalf of the employees they represent.

(f) This agreement is not intended to deny the right of the employees to use any other lawful action for the settlement of claims or grievances provided such action is instituted within the nine (9) months of the date of the decision of the highest designated officer of the company.

(g) This rule shall not apply to requests for leniency.

#### **RULE 21**

##### LEAVE OF ABSENCE

Employees granted leave of absence in writing for six (6) months or less retain their seniority. Seniority will be forfeited by employees who are absent from service for more than six (6) months unless physically or mentally incapacitated, except in cases where they are granted leave of absence in writing bearing approval of both the company and a representative of the employees. When necessary the Company may recall an employee on leave.

#### **RULE 22**

##### LEAVE OF ABSENCE FOR COMMITTEES

The Local Chairman shall be granted leave of absence and transportation for the purpose of adjustment of differences between the Company and the employees.

#### **RULE 23**

##### DETERMINING HOURLY RATE

To determine the straight time hourly rate, divide the monthly rate by one-hundred seventy-four and two-thirds ( $174\frac{2}{3}$ ) hours ( $175\frac{1}{3}$ ) hours effective January 01, 1973) and to determine the daily rate, multiply the straight time hourly rate by eight (8).

In determining the hourly rate of monthly rated employees only, fractions less than one-fourth of one cent will be omitted; one-fourth or over but less than three-fourths to be counted as one-half cent; three-fourths or over to be counted as one cent.

#### **RULE 24**

##### FUEL, WATER, AND ICE

~~(A) MAINTENANCE OF WAY EMPLOYEES MAY BE GRANTED PERMISSION TO USE AS FUEL OLD BRIDGE MATERIAL OR TIES, AFTER SAME HAS BEEN INSPECTED BY SUPERIOR AND PROVIDED THERE IS NO EXPENSE TO THE COMPANY.~~

~~(B) THE RAIL ROAD WILL SEE TO IT THAT A REASONABLY ADEQUATE SUPPLY OF WATER, SUITABLE FOR DOMESTIC USES, IS MADE AVAILABLE TO EMPLOYEES LIVING IN ITS HOUSES, CAMP OR OUTFIT CARS, WITHOUT COST.~~

~~(C) SO FAR AS PRACTICABLE A SUFFICIENT AMOUNT OF ICE FOR DRINKING WATER WILL BE ALLOWED EMPLOYEES WHILE ON DUTY, DURING THE PERIOD FROM APRIL 1 TO OCTOBER 31.~~

#### **Suggested changes:**

The railroad will see to it that a reasonably adequate supply of drinking water **is supplied and** so far as practicable a sufficient amount of ice for the drinking water will be allowed employees while on duty.



**RULE 25**

MINIMUM PAY WHEN REPORTING

Regular employees required to report at usual starting time and place for day's work, and conditions preventing work being performed, will be allowed a minimum of two hours' time at the pro rata rate, and if they are held on duty more than two hours, actual time so held will be paid for.

**RULE 26**

RELIEF FOREMAN

Relief foreman will be used to relieve foreman and to fill temporary vacancies, when so used they will receive the rate applicable to the position relieved. One relief foreman position will be maintained on the Alabama State Docks and Terminals to perform the relief work.

**RULE 27**

TOOLS

The railway company will furnish as they deem necessary and as the service may require, motor car, lever and push cars, and such general tools as are necessary to perform their work, except such tools as are customarily furnished by skilled workmen.

**RULE 28**

ESTABLISHMENT OF SHORTER WORK WEEK

Note: The expressions "positions" and "work" used in this agreement refer to service, duties, or operations necessary to be performed the specified number of days per week, and not to the workweek of individual employees.

(a) Subject to exceptions contained in this agreement, there is established effective April 01, 1950, a work week of 40 hours consisting of five days of eight hours each, with two consecutive days off in each seven; the workweeks may be staggered in accordance with the company's operational requirements; so far as practicable, the days off shall be Saturday and Sunday. The foregoing work week rule is subject to the following provisions:

(b) Five-Day Positions--

On positions the duties of which can reasonably be met in five days, the days off will be Saturday and Sunday.

(c) Six-Day Positions--

Where the nature of the work is such that employees will be needed six days each week, the rest days will be either Saturday and Sunday or Sunday and Monday.

(d) Seven-Day Positions--

On positions, which have been filled seven days per week, any two consecutive days may be the rest days with the presumption in favor of Saturday and Sunday.

(e) Regular Relief Assignments--

1. All possible regular relief assignments with five days of work and two consecutive rest days will be established to do the work necessary on rest days of assignments in six or seven days' service or combinations thereof, or to perform relief work on certain days and such types of other work on other days as may be assigned under this agreement. When no guarantee rule now exists, such relief assignments will not be required to have five days of work per week.
2. Assignments for regular relief positions may on different days include different starting times, duties and work locations for employees of the same class in the same seniority district, provided

they take the starting time, duties and work locations of the employee or employees whom they are relieving.

(f) Deviation from Monday-Friday Week--

If in positions or work extending over a period of five days per week, an operational problem arises which the carrier contends cannot be met under the provisions of paragraph (b) of this rule, and requires that some of such employees work Tuesday to Saturday instead of Monday to Friday, and the employees contend the contrary, and if the parties fail to agree thereon, then if the company nevertheless puts such assignments into effect, the dispute may be processed as a grievance or claim under this agreement.

(g) Nonconsecutive Rest Days--

The typical workweek is to be one with two consecutive days off. Therefore, when an operating problem is met which may affect the consecutiveness of the rest days of positions or assignments covered by paragraphs (c), (d) and (e), the following procedure shall be used:

1. All possible regular relief positions shall be established pursuant to paragraph (e) of this rule.
2. Possible use of rest days other than Saturday and Sunday, by agreement, or in accordance with other provisions of this agreement.
3. Efforts will be made by the parties to agree on the accumulation of rest time and the granting of longer consecutive rest periods.
4. Other suitable or practicable plans, which may be suggested by either of the parties, shall be considered and efforts made to come to an agreement thereon.
5. If the foregoing does not solve the problem, then some of the relief or extra men may be given nonconsecutive rest days.
6. If after all the foregoing has been done and there still remains service which can only be performed by requiring employees to work in excess of five days per week, the number of regular assignments necessary to avoid this may be made with two nonconsecutive days off.
7. The least desirable solution of the problem would be to work some regular employees on the sixth or seventh days at overtime rates and thus withhold work from additional relief men.
8. If the parties are in disagreement over the necessity of splitting the rest days on any such assignments, the company may, nevertheless, put the assignments into effect subject to the right of employees to process the dispute as a grievance or claim under the rules agreement, and in such proceedings, the burden will be on the company to prove that its operational requirements would be impaired if it did not split the rest days in question and that this could be avoided only by working certain employees in excess of five days per week.

Items 2, 3 and 4 of paragraph (g) of this rule contemplate that the supervising officer and the general chairman, or his duly authorized representative, may agree in writing to assign rest days other than Saturday and Sunday or to accumulate rest days.

(h) Rest days of Extra or Furloughed employees--

When extra or furloughed employees are used under applicable agreements or practices, their days off need not be consecutive; however, if they take the assignment of a regular employee, they will have as their days off the regular day off of that assignment.

Note: An extra or furloughed employee shall not be entitled to work more than 40 straight time hours in the same work week. However, when an extra or furloughed employee is assigned to a bulletined vacancy, he shall be permitted to protect such vacancy even though he will thereby work more than 40 hours in such work week and be paid only straight time therefor.

(i) Beginning of Workweek--

The term "workweek" for the regularly assigned employees shall mean a week beginning on the first day on which the assignment is bulletined to work, and for unassigned employees shall mean a period of

seven consecutive days starting with Monday.

(j) Sunday Work--

The provision existing immediately prior to September 1, 1949, that punitive rates will be paid for Sunday as such are eliminated. The elimination of such provisions does not contemplate the reinstatement or work on Sunday, which can be dispensed with. On the other hand, a rigid adherence to the precise pattern that may be in effect immediately prior to September 1, 1949, with regard to the amount of Sunday work that may be necessary is not required. Changes in amount or nature of traffic or business and seasonal fluctuations must be taken into account. This is not to be taken to mean, however, that types of work, which have not been needed on Sundays, will hereafter be assigned on Sunday. The intent is to recognize that the number of people on necessary Sunday work may change.

**RULE 29**

CONTROVERSIES

Controversies arising over the application of the rules governing working conditions covered by this agreement, unless otherwise settled, may be disposed of as provided for in the Railway Labor Act.

**RULE 30**

VACATIONS

The National Vacation Agreement of December 17, 1941, as it has been interpreted and amended up to and including the National Memorandum of Agreement of **May 21, 1971**, **September 26, 1996**, will be applicable to employees covered by this agreement. (See Appendix 03)

**RULE 31**

CLASSIFICATION OF WORK

Bridge and Building gangs will not be required to do any constructing of Maintenance of Way track work except protecting the approaches of bridges. Track forces will not be required to do any bridge work except in case of emergency.

**RULE 32**

HEALTH AND WELFARE

~~THE PROVISIONS OF THE NATIONAL HEALTH AND WELFARE PLAN NEGOTIATED PURSUANT OF THE NATIONAL AGREEMENT OF AUGUST 21, 1954, AS THIS PLAN HAS BEEN REVISED AND AMENDED UP TO INCLUDING THE NATIONAL AGREEMENT OF FEBRUARY 26, 1970, SHALL BE APPLICABLE TO THE EMPLOYEES COVERED BY THIS AGREEMENT.  
(NOT REPRODUCED HERE IN).~~

**ARTICLE 3**

**EMPLOYEE BENEFITS (H & W)**

Employees will continue to be afforded the same level of benefits that are afforded in the National Agreement to employees represented by the BMWED. Employees under this Agreement will be required to contribute toward the cost of such benefits a monthly premium in the amount of 15% of the cost of such benefits to the Company not to exceed \$200.00 per month with payment commencing the first pay period of the month following ratification of this agreement.

**As amended by the National Agreement of July 07, 2007  
And/or added by the December 01<sup>st</sup> 2008 Agreement**

**RULE 33**

JOB SECURITY

The provisions of the National agreement signed at Washington, D. C., February 7, 1965, **as**

**subsequently amended**, covering stabilization of employment shall be applicable to the employees covered by this agreement. ~~(Not reproduced herein)~~ **(See Appendix 06)**

### **RULE 34**

#### CONTRACTING OUT

In the event the Company plans to contract out work within the scope of the applicable schedule agreement, the carrier shall notify the General Chairman of the organization involved in writing as far in advance of the date of the contracting transaction as is practicable and in any event, not less than fifteen (15) days prior thereto.

If the General Chairman, or his representative, requests a meeting to discuss matters relating to the said contracting transaction, the designated representative of the Carrier shall promptly meet with him for that purpose. Said Company and organization representatives shall make a good faith effort to reach an understanding concerning said contracting, but if no understanding is reached the Carrier may nevertheless proceed with said contracting and the organization may file and progress claims in connection therewith.

Nothing in this rule 34 shall affect the existing rights of either party in connection with contracting out. Its purpose is to require the Company to give advance notice and, if requested, to meet with the General Chairman or his representative to discuss and if possible reach an understanding in connection therewith.

### **ARTICLE XIII – SUBCONTRACTING**

#### **Section 1**

**The amount of subcontracting on the carrier, measured by the ratio of adjusted engineering department purchased services (such services reduced by costs not related to contracting) to the total engineering department budget for the five-year period 1992-1996, will not be increased without employee protective consequences. In the event that subcontracting increases beyond that level, any employee covered by this Agreement who is furloughed as a direct result of such increased subcontracting shall be provided New York Dock level protection for a dismissed employee, subject to the responsibilities associated with such protection.**

#### **Section 2**

**~~Existing rules concerning contracting out applicable to employees covered by this Agreement will remain in full effect.~~**

**As amended by the National Agreement of September 26, 1996  
And/or added by the December 17<sup>th</sup>, 1996 Agreement**

### **RULE 35**

**(Moved all Health and Welfare items into an Appendix No. 08)**

#### **PAYMENTS TO EMPLOYEES INJURED UNDER CERTAIN IN CIRCUMSTANCES**

~~Where employees sustain personal injuries or death under the conditions set forth in paragraph (a) below, the carrier will provide and pay such employees, or their personal representative, the applicable amounts set forth in paragraph (b) below, subject to the provisions of other paragraphs in this Article.~~

#### ~~(a) Covered Conditions –~~

~~This Article is intended to cover accidents involving employees covered by this agreement while such employees are operating, riding in, boarding, or alighting from off track vehicles authorized by the carrier and any accident which occurs while an employee is under pay.~~

#### ~~(b) Payments to be Made –~~

~~In the event that any one of the losses enumerated in subparagraphs (1), (2) and (3) below results from an~~

~~injury sustained directly from an accident covered in paragraph (a) and independently of all other causes and such loss occurs or commences within the time limits set forth in subparagraphs (1), (2) and (3) below, the carrier will provide, subject to the terms and conditions herein contained, and less any amounts payable under Group Policy Contract GA 23000 of The Travelers Insurance Company or any other medical or insurance policy or plan paid for in its entirety by the carrier, the following benefits:~~

~~(1) — Accidental Death or Dismemberment~~

~~The carrier will provide for loss of life or dismemberment occurring within 120 days after date of an accident covered in paragraph (a):~~

<del>Loss of Life</del>	<del>_____</del>	<del>\$300,000</del>	<del>Loss of Both</del>
<del>Hands</del>	<del>_____</del>	<del>300,000</del>	<del>Hands</del>
<del>Loss of Both Feet</del>	<del>_____</del>	<del>300,000</del>	<del>300,000</del>
<del>Loss of Sight of Both Eyes</del>	<del>_____</del>	<del>300,000</del>	
<del>Loss of One Hand and One Foot</del>	<del>_____</del>	<del>300,000</del>	<del>300,000</del>
<del>Loss of One Hand and Sight of One Eye</del>	<del>_____</del>	<del>300,000</del>	
<del>Loss of One Foot and Sight of One Eye</del>	<del>_____</del>	<del>300,000</del>	
<del>Loss of One Hand or One Foot or Sight of One Eye</del>	<del>_____</del>	<del>150,000</del>	

~~"Loss" shall mean, with regard to hands and feet, dismemberment by severance through or above wrist or ankle joints; with regard to eyes, entire and irrecoverable loss of sight. Not more than \$300,000 will be paid under this paragraph to any one employee or his personal representative as a result of any one accident.~~

~~(2) — Medical and Hospital Care~~

~~The carrier will provide payment for the actual expense of medical and hospital care commencing within 120 days after an accident covered under paragraph (a) of injuries incurred as a result of such accident, subject to limitation of \$3,000 for any employee for any one accident, less any amounts payable under Group Policy Contract GA 23000 of The Travelers Insurance Company or under any other medical or insurance policy or plan paid for in its entirety by the carrier.~~

~~(3) — Time Loss~~

~~The carrier will provide an employee who is injured as a result of an accident covered under paragraph (a) commencing within 30 days after such accident 80 % percent of the employee's basic full time weekly compensation from the carrier for time actually lost, subject to a maximum payment of \$1,000.00 per week for time lost during a period of 156 continuous weeks following such accident provided, however, that such weekly payment shall be reduced by such amounts as the employee is entitled to receive as sickness benefits under provisions or the Railroad Unemployment Insurance Act.~~

~~(4) — Aggregate Limit~~

~~The aggregate amount of payments to be made hereunder is limited to \$10,000,000 for any one accident and the carrier shall not be liable for any amount in excess of \$10,000,000 for any one accident irrespective of the number of injuries or deaths which occur in or as a result of such accident. If the aggregate amount of payments otherwise payable hereunder exceeds the aggregate limit herein provided, the carrier shall not be required to pay as respects each separate employee a greater proportion of such payments than the aggregate limit set forth herein bears to the aggregate amount of all such payments.~~

~~(e) — Payment in Case of Accidental Death—~~

~~Payment of the applicable amount for accidental death shall be made to the employee's personal representative for the benefit of the persons designated in, and according to the apportionment required by the Federal Employers Liability Act (45 U.S.C. 51 et seq., as amended), or if no such person survives the employee, for the benefit of his estate.~~

~~(d) — Exclusions—~~

~~Benefits provided under paragraph (b) shall not be payable for or under any of the following conditions:~~

- ~~(1) — Intentionally self-inflicted injuries, suicide or any attempt thereat, while sane or insane;~~
- ~~(2) — Declared or undeclared war or any act thereof;~~
- ~~(3) — Illness, disease, or any bacterial infection other than bacterial infection occurring in consequence of an accidental cut or wound;~~
- ~~(4) — Accident occurring while the employee driver is under the influence of alcohol or drugs, or if an employee passenger who is under the influence of alcohol or drugs in any way contributes to the cause of the accident;~~
- ~~(5) — While an employee is a driver or an occupant of any conveyance engaged in any race or speed test;~~
- ~~(6) — While an employee is commuting to and/or from his residence or place of business.~~

~~(e) — Offset —~~

~~It is intended that this Article V is to provide a guaranteed recovery by an employee or his personal representative under the circumstances described, and that receipt of payment thereunder shall not bar the employee or his personal representative from pursuing any remedy under the Federal Employers Liability Act or any other law; provided, however, that any amount received by such employee or his personal representative under this Article may be applied as an offset by the railroad against any recovery so obtained.~~

~~(f) — Subrogation —~~

~~The carrier shall be subrogated to any right of recovery an employee or his personal representative may have against any party for loss to the extent that the carrier has made payments pursuant to this Article.~~

~~The payments provided for above will be made, as above provided, for covered accidents on or after May 1, 1971.~~

~~It is understood that no benefits or payments will be due or payable to any employee or his personal representative unless such employee, or his personal representative, as the case may be, stipulates as follows:~~

~~"In consideration of the payment of any of the benefits provided in Article V of the Agreement of February 10, 1971, \_\_\_\_\_  
 \_\_\_\_\_ (employee or personal representative)  
 agrees to be governed by all of the conditions and provisions said and set forth by Article V."~~

**RULE 36-35**

**RATES OF PAY**

~~EFFECTIVE JANUARY 1, 1975, ALL HOURLY, DAILY, WEEKLY, MONTHLY AND PIECE-  
WORK RATES OF PAY IN EFFECT ON DECEMBER 31, 1974, FOR EMPLOYEES COVERED BY  
THIS AGREEMENT SHALL BE INCREASED IN THE AMOUNT OF 10 PERCENT APPLIED SO  
AS TO GIVE EFFECT TO THIS INCREASE IN PAY IRRESPECTIVE OF THE METHOD OF  
PAYMENT.~~

<del>CODE</del>	<del>POSITION</del>	<del>DAILY</del>	<del>HOURLY</del>	<del>OVERTIME</del>	<del>MONTHLY</del>
<del>RATE</del>	<del>RATE</del>	<del>RATE</del>	<del>RATE</del>	<del>RATE</del>	<del>RATE</del>
1021	LINE FOREMAN	\$46.27	\$5.78375	\$8.67562	\$1014.00
1022	YARD FOREMAN	47.18	5.89875	8.848425	1034.16
1023	ASS'T "	43.05	5.38125	8.07175	943.44
1024	BRIDGE TENDER	40.55	5.06875	7.60237	888.65
1026	BIG MACHINE				
	OPR. (TAMPERS)	44.15	5.51875	8.278125	
1027	B & B FOREMAN	49.36		6.17	9.26
		1081.72			
1028	B & B CAR-				
	PENTER			46.92	5.865
8.79750		1028.26			
1029	WELDER		47.53	5.94125	8.91187
1030	B & B LABORER	40.41		5.05125	7.576875
1031	SECTION				
	LABORER			38.79	4.84875
7.27312					
1032	SMALL MACHINE				
	OPR. SWITCH				
	REPAIRMAN	39.83		4.97875	7.46812

~~(D) EFFECTIVE OCTOBER 1, 1975, ALL HOURLY, DAILY, WEEKLY, MONTHLY AND PIECE-WORK RATES OF PAY IN EFFECT ON SEPTEMBER 30, 1975, FOR EMPLOYEES COVERED BY THIS AGREEMENT SHALL BE INCREASED IN THE AMOUNT OF 5 PERCENT, APPLIED SO AS TO GIVE EFFECT TO THIS INCREASE IN PAY IRRESPECTIVE OF THE METHOD OF PAYMENT.~~

~~(E) EFFECTIVE APRIL 1, 1976, ALL HOURLY, DAILY, WEEKLY, MONTHLY AND PIECE-WORK RATES OF PAY IN EFFECT ON MARCH 31, 1976, FOR EMPLOYEES COVERED BY THIS AGREEMENT SHALL BE INCREASED IN THE AMOUNT OF 3 PERCENT, APPLIED SO AS TO GIVE EFFECT TO THIS INCREASE IN PAY IRRESPECTIVE OF THE METHOD OF PAYMENT. THE AMOUNT OF ANY COST-OF-LIVING ALLOWANCE WHICH MAY BE IN EFFECT WILL NOT BE INCLUDED WITH BASIC RATES IN COMPUTING THE AMOUNT OF THIS INCREASE.~~

~~(F) EFFECTIVE JULY 1, 1977, ALL HOURLY, DAILY, WEEKLY, MONTHLY AND PIECE-WORK RATES OF PAY IN EFFECT ON JUNE 30, 1977, FOR EMPLOYEES COVERED BY THIS AGREEMENT SHALL BE INCREASED IN THE AMOUNT OF 4 PERCENT APPLIED SO AS TO GIVE EFFECT TO THIS INCREASE IN PAY IRRESPECTIVE OF THE METHOD OF PAYMENT. THE AMOUNT OF ANY COST-OF-LIVING ALLOWANCE WHICH MAY REMAIN IN EFFECT AFTER A PORTION OF THE ALLOWANCE HAS BEEN INCORPORATED INTO BASIC RATES PURSUANT TO ARTICLE II, SECTION 1 (D), WILL NOT BE INCLUDED WITH BASIC RATES IN COMPUTING THE AMOUNT OF THIS INCREASE.~~

~~(G) INsofar as concerns deductions, which may be made from the rates resulting from the increases here in granted, under section 3 (M) of the Fair Labor Standards Act of 1938, they may continue to be made to the extent that such deductions were being legally made as of August 31, 1941.~~

~~(H) THE INCREASE IN WAGES PROVIDED FOR IN THIS RULE SHALL BE APPLIED IN ACCORDANCE WITH THE WAGE OR WORKING CONDITIONS AGREEMENT IN EFFECT BETWEEN THE CARRIER AND THE BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES. SPECIAL ALLOWANCES NOT INCLUDED IN FIXED DAILY, WEEKLY, OR MONTHLY RATES OF PAY FOR ALL SERVICES RENDERED WILL NOT BE INCREASED.~~

**(a) The rates of pay of employees covered by this agreement shall become a part of and be included in this agreement, and when new positions are established in the Maintenance of Way and Structures Department, a suitable rate of pay for such new position or positions shall be negotiated.**

**(b) If in making up the list of rates of pay and positions, which should have been included were omitted, they shall be immediately included.**

**(c) Rates of pay in effect:**

	01/01/08	07/01/08	10/31/08	04/01/09	04/01/10	04/01/11	
	COLA	COLA	GW	GW	GW	GW	
	.16	.26	.02%+1.00%	.02%	.02%	.035%	
<b>POSITION</b>	<b>RATE</b>						
SECTION FOREMAN YARD	\$20.63	20.89	21.31	22.76	23.22	23.68	24.51
TRACK INSPECTOR	\$20.63	20.89	21.31	22.76	23.22	23.68	24.51
ASSISTANT FOREMAN	\$19.61	19.87	20.27	21.70	22.13	22.57	23.36
BIG MACHINE OPERATOR	\$19.85	20.11	20.51	21.94	22.38	22.83	23.63
SMALL MACHINE OPERATOR	\$18.65	18.91	19.29	20.70	21.11	21.53	22.28
TRACK LABORER	\$18.52	18.78	19.16	20.56	20.97	21.39	22.14
B & B UTILITY FOREMAN	\$23.63	23.89	24.37	25.88	26.40	26.93	27.87
B & B CARPENTER	\$20.57	20.83	21.25	22.70	23.15	23.61	24.44
B & B WELDER	\$20.69	20.95	21.37	22.82	24.28	23.75	24.58
B & B LABORER	\$18.91	19.17	19.55	20.96	21.38	21.81	22.57

**SMALL MACHINES**

**BIG MACHINES**

Tie Inserter, Tie Spiker, Backhoe,  
Weed Mower, Wrenching Machine,

Tampers, Ballast Regulator



Boom Operator,

As amended by the National Agreement of July 07, 2007  
And/or added by the December 01<sup>st</sup> 2008 Agreement

**(New Rule) RULE 36**

As amended by the National Agreement of October 30, 1978

**Entry Rates**

Except as otherwise provided in this rule, employees entering service on positions covered by this agreement with the organization signatory hereto shall be paid as follows for all service performed within the first twenty-four (24) calendar months of service:

- (a) For the first twelve (12) calendar months of employment, new employees shall be paid ninety per cent (90%) of the applicable rates of pay (including COLA).
- (b) For the second twelve (12) calendar months of employment, new employees shall be paid ninety-five per cent (95%) of the applicable rates of pay (including COLA).
- (c) Employees who have had an employment relationship with the Terminal Railway Alabama State Docks and are re-hired will be paid at established rates after completion of a total of twenty-four (24) months' combined service.
- (d) Service in a craft not represented by the Brotherhood of Maintenance of Way Employees shall not be considered in determining periods of employment under this rule.
- (e) Employees who have had a previous employment relationship with a Carrier in a craft represented by the Brotherhood of Maintenance of Way Employees and are subsequently hired by the Terminal Railway Alabama State Docks shall be covered by this rule. However, such employees will receive credit toward completion of the twenty-four (24) month period for any month in which compensated service was performed in such craft provided that such compensated service last occurred within one (1) year from the date of subsequent employment.
- (f) Any calendar month in which an employee does not render compensated service due to furlough, voluntary absence, suspension, or dismissal shall not count toward completion of the twenty-four (24) month period.

**RULE 37**

**TERMINATION**

~~THIS AGREEMENT, INCLUDING SUPPLEMENTS AND APPENDICES  
CONTAINED HERE IN, SHALL REMAIN IN EFFECT UNTIL CHANGED OR  
MODIFIED IN ACCORDANCE WITH THE PROVISIONS OF THE RAILWAY  
LABOR ACT AS AMENDED.~~

**ARTICLE 4**

**TERM AND EFFECT OF AGREEMENT**

(a) This Agreement shall become effective December 01<sup>st</sup> 2008 and shall remain in effect until or unless changed under the provisions of the Railway Labor Act, as amended. Except as modified herein, all previous agreements remain in full force and effect.

(b) The purpose of this Agreement has been to modify and/or change existing rates of pay, rules and working conditions pursuant to Section 6 Notices served by the parties in 2008 under the Railway Labor Act, as amended. The parties hereby agree that under the terms of this Agreement all pending Section 6 Notices are hereby withdrawn.

(c) No party to this agreement will serve any notice or proposal under the terms of the Railway Labor Act for the purpose of changing the provisions of the collective bargaining agreement prior to January 1, 2012 to be effective no earlier than April 1, 2012

(d) This Agreement will not bar the parties from agreeing upon any subject of mutual interest.

Signed this 31st day of October, 2008.

For the  
BROTHERHOOD OF MAINTENANCE  
OF WAY EMPLOYES DIVISION OF  
THE IBT

For the  
TERMINAL RAILWAY  
ALABAMA STATE DOCKS

(Original Signatures not reproduced)  
Hayward Jude Granier  
General Chairman

(Original Signatures not reproduced)  
Lynn Driskell  
Superintendent

APPROVED:

APPROVED:

(Original Signatures not reproduced)  
J.R. Cook  
Vice President

(Original Signatures not reproduced)  
Smitty Thorne  
Executive Vice President and  
Chief Operating Officer

As amended by the December 01<sup>st</sup> 2008 Agreement

SUPPLEMENT NO. 1

TO AGREEMENT  
BETWEEN  
TERMINAL RAILWAY ALABAMA STATE DOCKS  
AND THE EMPLOYEES HERE IN REPRESENTED  
BY THE  
BROTHERHOOD OF MAINTENANCE  
OF WAY EMPLOYEES

\_\_\_\_\_  
~~EMPLOYEES COVERED BY THIS AGREEMENT WHO HAVE BEEN IN THE SERVICE OF  
TERMINAL RAILWAY ALABAMA STATE DOCKS BECOME INCAPACITATED FOR THEIR USUAL  
DUTY MAY BE GRANTED THE PRIVILEGE OF DISPLACING SOME BRIDGE TENDER OR  
CROSSING WATCHMAN HAVING LESS SERVICE AGE, PROVIDED AGREEABLE BETWEEN THE  
REPRESENTATIVE OF THE TERMINAL AND THE REPRESENTATIVE OF THE ORGANIZATION.  
SUCH EMPLOYEE TO RETAIN HIS PRIOR SENIORITY.~~

\_\_\_\_\_  
~~EMPLOYEES DISPLACED BY THE OPERATION OF THIS RULE MAY DISPLACE OTHER  
JUNIOR BRIDGE TENDERS AND CROSSING WATCHMEN.~~

\_\_\_\_\_  
~~SIGNED AT MOBILE, ALABAMA, 5/1/50.~~

\_\_\_\_\_  
~~FOR BROTHERHOOD OF MAINTENANCE  
OF WAY EMPLOYEES~~

\_\_\_\_\_  
~~/S/ M.C. PLUNK  
GENERAL CHAIRMAN~~

\_\_\_\_\_  
~~FOR TERMINAL RAILWAY ALABAMA  
STATE DOCKS~~

\_\_\_\_\_  
~~/S/ E.S. MORGAN  
GENERAL MANAGER~~

SUPPLEMENT NO. 2

TO AGREEMENT  
BETWEEN  
TERMINAL RAILWAY ALABAMA STATE DOCKS  
AND THE EMPLOYEES HERE IN REPRESENTED  
BY THE  
BROTHERHOOD OF MAINTENANCE  
OR WAY EMPLOYEES

=====  
WHEREAS, THE POSITION OF WELDER FOREMAN HAS BEEN IN EFFECT ON THE TERMINAL RAILWAY ALABAMA STATE DOCKS FOR MANY YEARS ALTHOUGH A RATE OF PAY HAS NEVER BEEN NEGOTIATED COVERING SUCH POSITION.

IT IS, THEREFORE, AGREED THAT THE EMPLOYEE FILLING THIS POSITION SHALL RECEIVE A MONTHLY RATE OF \$452.40 (2.60 PER HOUR) EFFECTIVE APRIL 1, 1962, WHILE WORKING AS WELDER FOREMAN.

EFFECTIVE APRIL 19, 1950.

FOR BROTHERHOOD OF MAINTENANCE  
OF WAY EMPLOYEES

/S/ J.R. MCGLAUGHLIN  
GENERAL CHAIRMAN

FOR TERMINAL RAILWAY ALABAMA  
STATE DOCKS

/S/ C.U. IRVINE  
GENERAL MANAGER OPERATIONS

SUPPLEMENT NO. 3

TO AGREEMENT  
BETWEEN  
TERMINAL RAILWAY ALABAMA STATE DOCKS  
AND THE EMPLOYEES HERE IN REPRESENTED  
BY THE  
BROTHERHOOD OF MAINTENANCE  
OF WAY EMPLOYEES

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~~WHEREAS, TAMPING MACHINES, BALLAST REGULATOR, BOOM TRUCK, BACKHOE,  
PAYLOADER, WEED MOWER, BOLT TIGHTENING, AND SPIKE DRIVING MACHINES HAVE  
BEEN PLACED IN SERVICE AND THE MATTER OF OPERATION AND RATES OF PAY FOR  
THESE MACHINES ARE NECESSARY; AND~~

~~WHEREAS, THE MATTER WAS DISCUSSED IN CONFERENCE ON JANUARY 9, 1968, AND  
AGREEMENT WAS REACHED AS SET FORTH BELOW:~~

~~1. EMPLOYEES ASSIGNED TO OPERATE TAMPING MACHINES  
AND BALLAST REGULATOR WILL RECEIVE \$2.9358 PER HOUR.~~

~~2. EMPLOYEES ASSIGNED TO OPERATE BOOM TRUCK, BACK-  
HOE, PAYLOADER, AND WEED MOWER WILL BE PAID 13  
CENTS PER HOUR DIFFERENTIAL IN ADDITION TO THE  
HOURLY RATE RECEIVED AS A SECTION LABORER. SWITCH  
CLEANER REPAIRMAN WILL ALSO BE PAID THE DIFFER-  
ENTIAL PROVIDED HERE IN.~~

~~3. EMPLOYEES SPECIFIED ABOVE WILL RECEIVE SUCH  
RATE AND DIFFERENTIAL DURING THEIR REGULAR TOUR  
OF DUTY REGARDLESS OF NUMBER OF HOURS SAID  
MACHINES ARE IN ACTUAL OPERATION, PROVIDED,  
HOWEVER, THAT OPERATORS OF BOLT TIGHTENING AND  
SPIKE DRIVING MACHINES WILL RECEIVE THE HIGHER  
RATE ONLY WHILE SAID MACHINES ARE IN ACTUAL  
OPERATION.~~

~~4. IT IS FURTHER AGREED THAT THE ABOVE RATE AND DIFFERENTIAL WILL ONLY BE PAID WHEN SUCH MACHINES ARE BOTH USED TO PERFORM WORK FOR WHICH THEY WERE INTENDED, EXCEPT THAT THIS WILL NOT APPLY TO THE FULL TIME OPERATOR. FOR EXAMPLE, IF A MACHINE IS BEING USED FOR TOWING PURPOSES, THE OPERATOR WILL RECEIVE RATE OF PAY APPLICABLE TO HIS REGULAR POSITION.~~

5. WHEN EMPLOYEES ARE PROMOTED TO POSITION OF ASSISTANT SECTION FOREMAN, THEY WILL ESTABLISH SENIORITY AS MACHINE OPERATORS AS OF THE SAME DATE.

**(Inserted into Rule 2 as a Note)**

EFFECTIVE JULY 1, 1963.

~~SIGNATURES NOT REPRODUCED.~~

SUPPLEMENT NO. 4

TO AGREEMENT  
BETWEEN  
TERMINAL RAILWAY ALABAMA STATE DOCKS  
AND THE EMPLOYEES HERE IN REPRESENTED  
BY THE  
BROTHERHOOD OF MAINTENANCE  
OF WAY EMPLOYEES

WHEREAS A TIE REMOVING MACHINE AND A FORK LIFT MACHINE HAVE BEEN PLACED IN SERVICE, EFFECTIVE JANUARY 28, 1970, PARAGRAPH 3 OF THE SUPPLEMENT TO THE AGREEMENT EFFECTIVE JANUARY 9, 1968, IS HEREBY CHANGED TO READ AS FOLLOWS:

"EMPLOYEES SPECIFIED ABOVE WILL RECEIVE SUCH RATE AND DIFFERENTIAL DURING THEIR REGULAR TOUR OF DUTY REGARDLESS OF NUMBER OF HOURS SAID MACHINES ARE IN ACTUAL OPERATION, PROVIDED, HOWEVER, THAT OPERATORS OF BOLT TIGHTENING, SPIKE DRIVING, TIE REMOVING, FORK LIFT, AND VACUUM MACHINES WILL RECEIVE THE HIGHER RATE ONLY WHILE SAID MACHINES ARE IN ACTUAL OPERATION PROVIDED HOWEVER, WHEN THESE MACHINES ARE OPERATED FOUR HOURS DURING ANY ONE TOUR OF DUTY, THE OPERATOR WILL RECEIVE THE DIFFERENTIAL FOR THE FULL EIGHT HOURS."

THIS AGREEMENT SHALL BECOME EFFECTIVE JANUARY 28, 1970, AND SHALL CONTINUE IN EFFECT UNTIL REVISED OR AMENDED BY AGREEMENT OR IN ACCORDANCE WITH THE PROVISIONS OF THE RAILWAY LABOR ACT.

EFFECTIVE JANUARY 28, 1970.

FOR THE BROTHERHOOD OF MAINTENANCE  
OF WAY EMPLOYEES

/S/ WOODROW LEE, LOCAL CHAIRMAN

/S/ T.F. VANCE, GENERAL CHAIRMAN

FOR THE TERMINAL RAILWAY ALABAMA  
STATE DOCKS

/S/ A.B. MCKENZIE, SUPERINTENDENT

/S/ J.M. SCOTT, GENERAL MANAGER

/S/ HOUSTON H. FEASTER, DIRECTOR

**Replaced by Side Letter # 1**

MEMORANDUM OF AGREEMENT  
BETWEEN  
TERMINAL RAILWAY ALABAMA STATE DOCKS  
AND  
ITS EMPLOYEES  
REPRESENTED BY  
BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

IT IS AGREED:

1. TO BE ESTABLISHED THIS DATE, A SUPPLEMENTAL PENSION PLAN FOR THE EMPLOYEES OF THE MAINTENANCE OF WAY DEPARTMENTS, HEREAFTER REFERRED TO AS EMPLOYEES, FINANCED AND ADMINISTERED BY THE TERMINAL RAILWAY ALABAMA STATE DOCKS IN THE FOLLOWING MANNER:

(B) AN EMPLOYEE SHALL QUALIFY FOR A SUPPLEMENTAL PENSION PROVIDED (1) HE RETIRES UNDER THE PROVISIONS OF THE RAILROAD RETIREMENT ACT AND (2) HE HAS REACHED THE AGE OF 65. SUCH RETIREMENT WILL BE OF HIS OWN VOLITION.

(C) THE MONTHLY SUPPLEMENTARY ANNUITY FOR THE EMPLOYEES WILL BE DETERMINED BY MULTIPLYING HIS YEARS OF SERVICE BY \$5.00 (FIVE DOLLARS) FOR EACH YEAR OF SERVICE. YEARS OF SERVICE IN EXCESS OF THIRTY WILL NOT BE CONSIDERED UNDER THIS AGREEMENT. EMPLOYEES RECEIVING SUCH ANNUITY TO BE PAID BY THE 5TH OF EACH MONTH BEGINNING WITH THE MONTH FOLLOWING HIS RETIREMENT.

(D) EMPLOYEES RETIRING AT THE AGE OF 65 (SIXTY-FIVE) SHALL RECEIVE \$5.00 (FIVE DOLLARS) PER MONTH FOR EACH YEAR OF SERVICE.

(F) EMPLOYEES RETIRING AT THE AGE OF 67 (SIXTY-SEVEN) SHALL RECEIVE \$1.00 (ONE DOLLAR) PER MONTH FOR EACH YEAR OF SERVICE.

(G) EMPLOYEES RETIRING AT THE AGE OF 68 (SIXTY EIGHT) OR OVER WILL NOT BE ELIGIBLE FOR A SUPPLEMENTAL PENSION UNDER THIS AGREEMENT.

(H) EMPLOYEES 65 YEARS OF AGE OR OLDER ON THE EFFECTIVE DATE OF THIS AGREEMENT WHO DO NOT RETIRE WITHIN THIRTY DAYS OF THE EFFECTIVE DATE OF THIS AGREEMENT SHALL NOT BE ELIGIBLE FOR A SUPPLEMENTAL PENSION UNDER THIS AGREEMENT.

IN THE APPLICATION OF PARAGRAPHS (D), (E), AND (F), EMPLOYEES MUST RETIRE WITHIN SIXTY DAYS AFTER THEIR BIRTH DATE.

2. THIS AGREEMENT DOES NOT ALTER OR CANCEL ANY EXISTING AGREEMENT OR AGREEMENTS NOW IN EFFECT EXCEPT AS HEREIN STIPULATED.

3. THE FOREGOING AGREEMENT SHALL REMAIN IN EFFECT UNTIL CHANGED IN ACCORDANCE WITH THE RAILWAY LABOR ACT AS AMENDED.

SIGNED THIS 10TH DAY OF MARCH, 1966.

SIGNATURES NOT REPRODUCED.



~~MEMORANDUM OF AGREEMENT  
BETWEEN  
TERMINAL RAILWAY ALABAMA STATE DOCKS  
AND  
ITS EMPLOYEES  
REPRESENTED BY  
BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES~~

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~~IT IS AGREED:~~

~~PARAGRAPHS (B) AND (D) OF THE EXISTING SUPPLEMENTAL PENSION PLAN ARE  
AMENDED TO READ AS FOLLOWS:~~

~~(B) AN EMPLOYEE SHALL QUALIFY FOR A SUPPLEMENTAL PENSION  
PROVIDED HE RETIRES UNDER THE PROVISIONS OF THE  
RAILROAD RETIREMENT ACT.~~

~~(D) EMPLOYEES RETIRING AT THE AGE OF 65 (SIXTY-FIVE) OR LESS  
SHALL RECEIVE \$5.00 (FIVE DOLLARS) PER MONTH FOR  
EACH YEAR OF SERVICE.~~

~~ALL OTHER RULES REMAIN UNCHANGED EXCEPT AS PROVIDED HERE IN.~~

~~SIGNED THIS 8TH DAY OF JANUARY, 1971.~~

~~\_\_\_\_\_ SIGNATURES NOT REPRODUCED.~~

~~MEMORANDUM OF AGREEMENT  
BETWEEN  
TERMINAL RAILWAY ALABAMA STATE DOCKS  
AND  
ITS EMPLOYEES  
REPRESENTED BY  
BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES~~

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~~AT A CONFERENCE ON JUNE 13, 1967, THE FOLLOWING IMPLEMENTING  
AGREEMENT WAS REACHED PURSUANT TO ARTICLE III OF THE MEDIATION AGREEMENT  
DATED FEBRUARY 7, 1965.~~

~~I. THE POSITIONS OF BRIDGE TENDERS WILL BE ABOLISHED ON  
DATES SPECIFIED BELOW.~~

~~II. T. E. JENKINS WILL RECEIVE BRIDGE TENDER'S PAY UP TO AND  
INCLUDING FEBRUARY 28, 1968, AT WHICH TIME HE WILL APPLY  
FOR HIS ANNUITY UNDER THE RAILWAY RETIREMENT ACT.~~

~~EFFECTIVE MARCH 1, 1968, HE WILL RECEIVE A CARRIER FINANCED  
SUPPLEMENTAL ANNUITY IN THE AMOUNT OF \$150.00 PER MONTH  
FOR LIFE.~~

~~UPON RETIREMENT THE CARRIER WILL CONTINUE TO PAY  
REQUIRED PREMIUMS UNDER TRAVELERS GROUP POLICY CA-23111  
UNTIL EMPLOYEE REACHES AGE 65.~~

~~III. EFFECTIVE JULY 1, 1967, HOWARD O'CWYNN WILL REPORT TO  
ALABAMA STATE DOCKS CHIEF OF POLICE AND ASSUME DUTIES  
OF A PATROLMAN. HE WILL CONTINUE TO BE COVERED UNDER  
AGREEMENT EFFECTIVE JULY 1, 1963, BETWEEN BROTHERHOOD OF  
MAINTENANCE OF WAY EMPLOYEES. HE WILL HAVE A DAY LIGHT  
ASSIGNMENT MONDAY THROUGH FRIDAY.~~

~~HIS RATE OF PAY WILL REMAIN UNCHANGED EXCEPT THAT HE  
WILL RECEIVE ALL GENERAL WAGE INCREASES AND OTHER  
BENEFITS GRANTED TO EMPLOYEES COVERED BY THE ABOVE  
AGREEMENT.~~

~~IV. WOODROW LEE WILL ASSUME POSITION OF A BRIDGE AND  
BUILDING CARPENTER EFFECTIVE JUNE 16, 1967. HIS RATE  
WILL BE PREDICATED ON A MONTHLY BASIS OF 174 AND  
TWO THIRDS HOURS.~~

~~HIS DUTIES WILL CONSIST OF PERFORMING BASIC AND  
PREVENTATIVE MAINTENANCE ON AUTOMATIC SWITCHES,  
LUBRICATORS, AND OTHER AUTOMATIC TRACK AND YARD  
EQUIPMENT. HE WILL ALSO ASSIST IN MAINTAINING  
MAINTENANCE OF WAY RECORDS, INVENTORIES, MAKING  
REQUISITIONS, CHARGE OUTS, SAFETY PROGRAMS, AND OTHER  
RELATED DUTIES.~~

~~THE ASSIGNMENT WILL BE 6:30 A.M. TO 3:00 P.M., MONDAY  
THROUGH FRIDAY.~~

~~V. IN THE EVENT IT BECOMES NECESSARY IN THE FUTURE TO  
OPERATE THE THREE MILE CREEK DRAWBRIDGE MANUALLY,  
SUCH WORK WILL BE PERFORMED BY EMPLOYEES OF THE  
MAINTENANCE OF WAY DEPARTMENT.~~

~~SIGNED THIS 13TH DAY OF JUNE 1967, MOBILE, ALABAMA.~~

~~SIGNATURES NOT REPRODUCED.~~



**SIDE LETTER #01**

**December 17, 1996**

Mr. E. G. Browning  
General Manager/Chief Operating Officer  
Terminal Railway Alabama State Docks  
P. O. Box 1588  
Mobile, Alabama 36633

Mr. Browning:

Effective December 1, 1995, a supplemental pension plan amended for the Maintenance of Way Employees (hereafter referred to as "employees") shall be financed and administered by the Terminal Railway Alabama State Docks in the following manner.

Employees eligible for this pension shall be: Employees who qualify for annuity under the provisions of the Railroad Retirement Act.

The monthly supplement annuity for the employee(s) will be determined by multiplying his years of service by \$7.00 (seven dollars) for each year of service. Years of service in excess of thirty will not be considered under this Agreement. Employees receiving such annuity will be paid by the 5th of each month beginning with the month following his retirement.

Employees eligible for this pension may elect to accept a 10% reduction in benefit entitlement in order to provide a future benefit to a surviving legal spouse. In electing this option, the employee receives 90% of the normal retirement until death, at which time the surviving spouse is entitled to benefit of 55% of the deceased employee's monthly retirement at the time this option is exercised. The employee shall designate and name the legal surviving spouse as the beneficiary.

Please acknowledge your agreement by signing your name in the space provided below.

Sincerely,  
/s/ Hayward Jude Granier  
General Chairman - BMW  
Illinois Central Gulf Federation

Concur:

/s/ E. G. Browning

**SIDE LETTER #02**

**December 17, 1996**

Mr. E. G. Browning  
General Manager/Chief Operating Officer  
Terminal Railway Alabama State Docks  
P. O. Box 1588  
Mobile, Alabama 36633

Mr. Browning:

This will confirm our understanding with respect to the application of the seven (7) calendar days per month eligibility requirement for benefit coverage under the health and welfare, dental and vision plans. The understanding is as follows:

1. Nothing contained in this letter shall in any way add to, diminish or alter existing rights and/or obligations of both carriers and employees with regard to eligibility requirements for benefit coverage for employees going on furlough, furloughed or returning from furlough.

2. An employee whose assignment commences on one (1) calendar day and ends on the following calendar day shall be deemed to have rendered compensated service on one (1) calendar day. This remains true even if the employee works overtime on that assignment during the following calendar day unless.

(a) such employee's overtime on the following calendar day continues into his/her regularly scheduled work hours; or

(b) the employee's overtime on the following calendar day occurs on his/her rest day and such overtime continues into the hours of what would have been the employee's regular work day, based on the employee's assignment immediately preceding the rest day, had the rest day been a regular work day.

In the event 2(a) or 2 (b) occurs the employee shall be deemed to have rendered compensated service on two (2) calendar days. If the overtime continues uninterrupted for more than two (2) calendar days, the same principles will apply in determining for purposes of benefit eligibility the number of calendar days on which the employee shall be deemed to have rendered compensated service.

3. An employee whose assignment commences on one (1) calendar day and ends on the following calendar day, and who then works another assignment during that following day shall be deemed to have rendered compensated service on two (2) calendar days.

4. An employee who works (or who reports to work but is instructed not to work by carrier because of inclement weather) on an eight (8) hours day's assignment shall be deemed to have rendered compensated service on one (1) calendar day for each calendar day/s he works such assignment or reports to work for such assignment but is instructed not to work because of inclement weather. An employee who works (or who reports to work but is instructed not to work by carrier because of inclement weather) on a ten (10) hours day's assignment in lieu of an eight (8) hour day's assignment will be deemed to have rendered compensated service on one and one-quarter (1.25) calendar days for each calendar day/s he works such assignment or reports to work for such assignment but is instructed not to work because of inclement weather. Similarly, an employee on assignment where the regular work day is programmed to consist of more than eight (8) hours (e.g. 9, 11, 12, 13 hours) shall be deemed to have rendered compensated service on one and on a fraction of another calendar day worked, on the same principle as described above.

5. An employee called in to work on his/her rest day shall be deemed to have rendered compensated service on one (1) calendar day.

6. A new employee who reports for duty on the first day allowed, who has less than seven (7) calendar days on which she/he is assigned to work remaining in the month, will be eligible for benefits in the following month provided the employee works all regularly assigned days in such month.
7. The change in eligibility requirements is not intended to alter current practices with respect to whether vacations, holidays, personal leave days, bereavement leave and jury duty are considered as days of compensated service for purposes of the health, dental and vision plans.
8. An employee who is called to military duty to respond to an emergency (e.g. The Gulf War) and as a result is not able to meet the seven (7) day eligibility requirement shall remain eligible for benefits for four (4) months after the month in which compensated service was last performed.
9. An employee who is suspended, dismissed or retires and, consequently, does not meet the seven (7) calendar days per month eligibility requirement shall receive the same extension of coverage as such person received prior to such change.
10. Any lapse in benefits occurring as a result of this eligibility change shall not continue beyond the month so affected, provided such employee meets the eligibility requirements governing the immediately following month.

Please acknowledge your agreement by signing your name in the space provided below.  
Sincerely,

/s/ Hayward Jude Granier  
General Chairman - BMW  
Illinois Central Gulf Federation

Concur:

/s/ E. G. Browning

December 17, 1996

Mr. E. G. Browning  
General Manager/Chief Operating Officer  
Terminal Railway Alabama State Docks  
P. O. Box 1588  
Mobile, Alabama 36633

Mr. Browning:

~~This confirms our understanding in regards to General Wage Increases, Article I, Section 3, First Lump sum Payment and Article I, Section 5, Second Lump Sum Payment, that all references contained in the Agreement of this date relative to employee contributions towards the National Health and Welfare Plan are hereby eliminated.~~

~~It is agreed and understood that the Carrier will continue to pay one hundred (100%) of the cost of the Health and Welfare premiums for the employees represented by Organization.~~

~~Please acknowledge your agreement by signing your name in the space provided below.~~

Sincerely,

~~/s/ Hayward Jude Granier  
General Chairman—BMW  
Illinois Central Gulf Federation~~

Concur:

~~/s/ E. G. Browning~~

**APPENDIX 01**

**As amended by the National Agreement of December 11, 1981**

**NON-OPERATING (M OF W)  
NATIONAL HOLIDAY PROVISIONS**

The following represents a synthesis in one document, for the convenience of the parties, of the current Holiday provisions of the National Agreement of August 21, 1954 and amendments thereto provided in the National Agreements of August 19, 1960, November 29, 1964, May 17, 1968, February 10, 1971, January 29, 1975 (June 16, 1976 Implementing Agreement) and December 11, 1981, with appropriate source identifications.

This is intended as a guide and is not to be construed as constituting a separate agreement between the parties. If any dispute arises as to the proper interpretations or application of any provision, the terms of the appropriate agreement shall govern.

-----

Section 1. Subject to the qualifying requirements contained in Section 3 hereof, and to the conditions hereinafter provided, each hourly and daily rated employee shall receive eight hours' pay at the pro rata hourly rate for each of the following enumerated holidays:

- |                       |                                |
|-----------------------|--------------------------------|
| New Year's Day        | The day after                  |
| Washington's Birthday | Thanksgiving Day               |
| Good Friday           | Christmas Eve (the day         |
| Memorial Day          | before Christmas is observed)  |
| Fourth of July        | Christmas                      |
| Labor Day             | New Year's Eve (the day before |
| Thanksgiving Day      | New Year's Day is observed)    |

**(ART. II - HOLIDAYS - SECTION 2 (a) - February 10, 1971 Agreement, Section 2 - June 16, 1976 Implementing Agreement and ART. IV -HOLIDAYS - Section (a) - December 11, 1981 Agreement)**

(a) Holiday pay for regularly assigned employees shall be at the pro rata rate of the position to which assigned.

(b) For other than regularly assigned employees, if the holiday falls on a day on which he would otherwise be assigned to work, he shall, if consistent with the requirements of the service, be given the day off and receive eight hours' pay at the pro rata rate of the position which he otherwise would have worked. If the holiday falls on a day other than a day on which he otherwise would have worked, he shall receive eight hours' pay at the pro rata hourly rate of the position on which compensation last accrued to him prior to the holiday.

(c) Subject to the applicable qualifying requirements in Section 3 hereof, other than regularly assigned employees shall be eligible for the paid holidays or pay in lieu thereof provided for in paragraph (b) above, provided (1) compensation for service paid him by the carrier is credited to 11 or more of the 30 calendar days immediately preceding the holiday and (2) he has had a seniority date for at least 60 calendar days of continuous active service preceding the holiday beginning with the first day of compensated service, provided employment was not terminated prior to the holiday by resignation, for cause, retirement, death, non-compliance with a union shop agreement, or disapproval for employment.

(d) The provisions of this Section and Section 3 hereof applicable to other than regularly assigned employees are not intended to abrogate or supersede more favorable rules and practices existing on certain carriers under which other than regularly assigned employees are being granted paid holidays.

**Note: This rule does not disturb agreements or practices now in effect under which any other day is substituted or observed in place of any of the above enumerate holidays.**

**(ART. III - Holidays - Section 1 -May 17, 1968)**

Section 2 (a). Monthly rates, the hourly rates of which are predicted upon 169-1/3 hours, shall be adjusted by adding the equivalent of 56 pro rate hours to the annual compensation (the monthly rate multiplied by 12) and this sum shall be divided by 12 in order to establish a new monthly rate. The hourly factor will



thereafter be 174 and overtime rates will be computed accordingly.

Weekly rates that do not include holiday compensation shall receive a corresponding adjustment.

(b). All other monthly rates of pay shall be adjusted by adding the equivalent of 28 pro rata hours to the annual compensation (the monthly rate multiplied by 12) and this sum shall be divided by 12 in order to establish a new monthly rate. The sum of presently existing hours per annum plus 28 divided by 12 will establish a new hourly factor and overtime rates will be computed accordingly.

Weekly rates not included in Section 2 (a) shall receive a corresponding adjustment.

**(ART. II - Holidays - Section 2 (a) and 2 (b) of August 21, 1954 Agreement)**

(c). Effective January 1, 1965, the monthly rates of monthly-rated employees shall be adjusted by adding the equivalent of eight (8) pro rata hours to their annual compensation (the monthly rate multiplied by 12) and this sum shall be divided by 12 in order to establish a new monthly rate.

**(ART. II - Holidays - Section 6 (e) - November 29, 1965 Agreement)**

(d) Effective January 1, 1973, the monthly rates of monthly rated employees shall be adjusted by adding the equivalent of 8 pro rata hours to their annual compensation (the monthly rate multiplied by 12) and this sum shall be divided by 12 in order to establish a new monthly rate.

**(ART. II - Holidays - Section 2 (d) - February 10, 1971 Agreement)**

(e) Effective January 1, 1976, after application of the cost-of-living adjustment effective that date, the monthly rates of monthly rated employees shall be adjusted by adding the equivalent of 8 pro rata hours' pay to their annual compensation (the rate multiplied by 12) and this sum shall be divided by 12 in order to establish a new monthly rate. That portion of such 8 pro rata hours' pay which derives from the cost-of-living allowance will not become part of basic rates of pay except as provided in Article II, Section 1 (d) of the Agreement of January 29, 1975. The sum of presently existing hours per annum plus 8, divided by 12, will establish a new hourly factor for purposes of applying cents-per-hour adjustments in such monthly rates of pay and computing overtime rates.

A corresponding adjustment shall be made in weekly rates and hourly factors derived there from.

**(Section 5, June 16, 1976 Implementing Agreement)**

(f). In addition to their established monthly compensation, employees performing service on the day after Thanksgiving Day on a monthly rated position (the rate of which is predicted on an all-service performed basis) shall receive eight hours pay at the equivalent straight time rate, or payment as required by any local rule, whichever is greater.

**(ART. IV - Holidays - Section (c) - December 11, 1981 Agreement)**

(g). A monthly rated employee occupying a 5-day assignment on a position with Friday as an assigned rest day also shall receive eight hours' pay at the equivalent straight time rate for the day after Thanksgiving Day, provided compensation paid such employee by the carrier is credited to the work day immediately preceding Thanksgiving Day and immediately following the day after Thanksgiving Day and immediately following the day after Thanksgiving Day.

**(ART. IV - Holidays - Section (d) - December 11, 1981 Agreement)**

[The hourly factor of 174 shown in Section 2 (a) above was increased to 174-2/3 effective January 1, 1965, as a result of the addition of the birthday holiday (later Good Friday); increased to 175-1/3 effective January 1, 1973, as a result of the addition of Veteran's Day [later New Year's Eve] as a holiday; and increased to 176 effective January 1, 1976, as a result of the addition of Christmas Eve (the day before Christmas is observed) as a holiday.]

Section 3. A regularly assigned employee shall qualify for the holiday pay provided in Section 1 hereof if compensation paid him by the carrier is credited to the workdays immediately preceding and following such holiday or if the employee is not assigned to work but is available for service on such days. If the holiday falls on the last day of a regularly assigned employee's workweek, the first workday following his rest days

shall be considered the workday immediately following. If the holiday falls on the first workday of his workweek, the last workday of the preceding workweek shall be considered the workday immediately preceding the holiday.

Except as provided in the following paragraph, all others for whom holiday pay is provided in Section 1 hereof shall qualify for such holiday pay if on the day preceding and the day following the holiday they satisfy one or the other of the following conditions:

- (i) Compensation for service paid by the carrier is credited; or
- (ii) Such employee is available for service.

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

For purposes of Section 1, other than regularly assigned employees who are relieving regularly assigned employee's on the same assignment on both the work day preceding and the work day following the holiday will have the workweek of the incumbent of the assigned position and will be subject to the same qualifying requirements respective service and availability on the work days preceding and following the holiday as apply to the employ whom he is relieving.

**Compensation paid under sick-leave rules or practices will not be considered as compensation for purposes of this rule.**

**(ART. III - Holiday - Section 2 - May 17, 1968 Agreement)**

An employee who meets all other qualifying requirements will qualify for holiday pay for both Christmas Day if on the "workday" or the "day" as the case may be, immediately preceding the Christmas Eve holiday he fulfills the qualifying requirements applicable to the "workday" or the "day" before the holiday and on the "workday" or the "day," as the case may be, immediately following the Christmas Day holiday he fulfills the qualifying requirements applicable to the "workday" or the "day" after the holiday.

An employee who does not qualify for holiday pay for both Christmas Eve and Christmas Day may qualify for holiday pay for either Christmas Eve or Christmas Day under the provisions applicable to holidays generally.

**(Section 4, June 16, 1976 Implementing Agreement)**

The holiday pay qualifications for Christmas Eve-Christmas shall also be applicable to the Thanksgiving Day-day after Thanksgiving Day and the New Year's Eve-New Year's Day holidays.

**(ART. IV - Holidays- Section (b) - December 11, 1981 Agreement)**

Section 4. Provisions in existing agreements with respect to holidays in excess of the eleven holidays referred to in Section 1 hereof shall continue to be applied without change.

(Section 3 (b), June 16, 1976 Implementing Agreement as modified to include additional holiday provided in Article IV - Holidays - Section (a) - December 11, 1981 Agreement)

Section 5 (a). Except as specifically provided in Section 2(f) above, existing rules and practices hereunder governing whether an employee works on a holiday and the payment for work performed on a holiday are extended to apply to the day after Thanksgiving Day and New Year's Eve (the day before New Year's Day is observed) in the same manner as to other holidays listed or referred to therein.

**(ART. IV - Holidays - (e) - December 11, 1981 Agreement)**

(b). All rules regulations or practices which provide that when a regularly assigned employee has an assigned relief day other than Sunday and one of the holidays specified therein falls on such relief day, the following assigned day will be considered his holiday, are hereby eliminated.

**(ART. II - Holidays - Section 1 (c) - February 10, 1971 Agreement)**

(c) Under no circumstances will an employee be allowed, in addition to his holiday pay, more than one

time and one-half payment for service performed by him on a holiday, which is also a work day, a rest day, and/or a vacation day.

**NOTE: This provision does not supersede provisions of the individual collective agreements that require payment of double time for holidays under specified conditions.**

(d) Except as provided in this Section 5, existing rules and practices there under governing whether an employee works on a holiday and the payment for work performed on a holiday are not changed hereby.

**(ART. III - Holidays - Section 4 - May 17, 1968 Agreement and ART. II - Holidays - Section 1 (c) - February 10, 1971 Agreement)**

Section 6. Article II, Section 6 of the Agreement of August 21, 1954, which was added by the Agreement of November 20, 1965, is eliminated except to the extent provided in Section 2 (c) above.

**(ART. II - Holidays - Section 1 (d) - February 10, 1971 Agreement)**

Section 7. When any of the eleven recognized holidays enumerated in Section 1 of this Article II, or any day which by agreement, or by law or proclamation of the State or Nation, has been substituted or is observed in place of any such holidays, falls during an hourly or daily rated employee's vacation period, he shall, in addition to his vacation compensation, receive the holiday pay provided for therein provided he meets the qualification requirements specified. The "workdays" and "days" immediately preceding and following the vacation period shall be considered the "workdays" and "days" preceding and following the holiday for such qualification purposes.

**(ART. II - Holidays - Sections 1 (e) and 2 (c) - February 10, 1971 Agreement and Section 3 (b) - June 16, 1976 Implementing Agreement as modified to include the addition holiday provided in Article IV - Holidays - (a) - December 11, 1981 Agreement)**

[The provisions of Section 7 are applicable to a monthly rated employee who is otherwise qualified to receive holiday pay for the day after Thanksgiving Day pursuant to Section 2 (g) above (Article IV - Holidays - (d) December 11, 1981 Agreement).]

**APPENDIX 02**

**Contained within the original Agreement of 1975**

**S. 338**

By: Mr. Turner

Enrolled, an act, relating to juries and jurors; To provide compensation for wage loss sustained by employees required to serve on juries of courts created pursuant to the Constitutions and Laws of the United States and the State of Alabama; To repeal conflicting laws and for other purposes. Be it enacted by the Legislature of Alabama:

Section 1,

Upon receiving a summons to report for jury duty, any employee shall on the next day he is engaged in his employment exhibit the summons to his immediate superior and the employee shall thereupon be excused from his employment for the day or days required of him in serving as a juror in any court created by the Constitution of the United States or the State of Alabama. Notwithstanding the excused absence as herein provided, any full time employee shall be entitled to his usual compensation received from such employment less the fee or compensation he received for serving as such juror. It shall be the duty of all persons paying jurors their fee or compensation for services to issue to each juror a statement showing the daily fee or compensation and the total fee or compensation received by the juror. Section 2. All laws or parts of laws, which conflict with this Act, are repealed. SECTION 3. This Act shall become effective immediately upon its passage and approval by the Governor, or upon its otherwise becoming a law.

\_\_\_\_\_  
President Pro Tem and Presiding Officer of the Senate

\_\_\_\_\_  
Speaker of the House of Representatives.

**S. 338**

SENATE 8-6-69

I hereby certify that the within Act originated in and passed the Senate, as amended.

McDowell Lee,

Secretary

House of Representatives \_\_\_\_\_

Passed 8-20-69

By: Mr. Turner

## **APPENDIX 03**

**As amended by the National Agreement of September 26, 1996  
And/or added by the December 17<sup>th</sup>, 1996 Agreement**

### **MAINTENANCE OF WAY NATIONAL VACATION AGREEMENTS**

The following represents a synthesis in one document, for the convenience of the parties, of the current provisions of the December 17, 1941 National Vacation Agreement and amendments thereto provided in the National Agreements of August 21, 1954, August 19, 1960, January 13, 1967, May 17, 1968, February 10, 1971, National Memorandum of Agreement of May 21, 1971 and the December 11, 1981 National Agreement, with appropriate source identifications.

This is intended as a guide and is not to be construed as constituting a separate agreement between the parties. If any dispute arises as to the proper interpretation or application of any provision, the terms of the appropriate vacation agreement shall govern.

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

**(ART. II - VACATIONS - Section 1 (a) - January 13, 1967 Agreement and ART. IV. - VACATIONS - Section 1 (a) - February 10, 1971 Agreement)**

(b) An annual vacation of ten (10) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred ten (110) days during the preceding calendar year and who has two (2) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred ten (110) days (133 days in the years 1950 - 1959 inclusive, 151 days in 1949 and 169 days in each of such years prior to 1949) in each of two (2) of such years, not necessarily consecutive.

**(ART. II - VACATIONS - Section 1 (b) - May 17, 1968 Agreement and ART. IV - VACATIONS - Section 1 (b) - February 10, 1971 Agreement.)**

(c) Effective with the calendar year 1982, an annual vacation of fifteen (15) consecutive work days with pay will be granted to each employee covered by this agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has eight (8) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred (100) days (133 days in the years 1950-1959, inclusive, 151 days in 1949 and 169 days in each of such years prior to 1949) in each of eight (8) of such years, not necessarily consecutive.

**(ART. III - VACATIONS-Section (c) - December 11, 1981 Agreement)**

(d) Effective with the calendar year 1982, an annual vacation of twenty (20) consecutive work days with pay will be granted to each employee covered by this agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has seventeen (17) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred (100) days (133 days in the years 1950-1959, inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of seventeen (17) of such years, not necessarily consecutive.

**(ART. III-VACATIONS-Section (d) - December 11, 1981 Agreement)**

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

**(ART. IV-VACATIONS-Section 1(e) -February 10, 1971 Agreement)**

(f) Paragraphs (a), (b), (c), (d) and (e) hereof shall be construed to grant to weekly and monthly rated

employees, whose rates contemplate more than five days of service each week, vacations of one, two, three, four or five work weeks.

**(ART. II-VACATIONS-Section 1(e) - January 13, 1967 Agreement and  
ART. IV-VACATIONS-Section 1(f) - February 10, 1971 Agreement)**

(g) Service rendered under agreements between a carrier and one or more of the Non-Operating Organizations parties to the General Agreement of August 21, 1954, or to the General Agreement of August 19, 1960, shall be counted in computing days of compensated service and years of continuous service for vacation qualifying purposes under this Agreement.

**(ART. II-VACATIONS-Section 1(f) - January 13, 1967 Agreement and  
ART. IV-VACATIONS-Section 1(g) - February 10, 1971 Agreement)**

(h) Calendar days in each current qualifying year on which an employee renders no service because of his own sickness or because of his own injury shall be included in computing days of compensated service and years of continuous service for vacation qualifying purposes on the basis of a maximum of ten (10) such days for any employee with less than three (3) years of service; a maximum of twenty (20) such days for an employee with three (3) but less than fifteen (15) years of service; and a maximum of thirty (30) such days for an employee with fifteen (15) or more years of service with the employing carrier.

**(ART. II - VACATIONS-Section 1(g) - January 13, 1967 Agreement and  
ART. IV- VACATIONS-Section 1(h) - February 10, 1971 Agreement)**

(i) In instances where employees who have become members of the Armed Forces of the United States return to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, the time spent by such employees in the Armed Forces subsequent to their employment by the employing carrier will be credited as qualifying service in determining the length of vacations for which they may qualify upon their return to the service of the employing carrier.

**(ART. IV - VACATIONS - Section 1(i) - February 10, 1971 Agreement)**

(j) In instances where an employee who has become a member of the Armed Forces of the United States returns to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, and in the calendar year preceding his return to railroad service had rendered no compensated service on fewer days than are required to qualify for a vacation in the following calendar year but could qualify for a vacation in such following calendar year if he had combined for qualifying purposes days on which he was in railroad service in the year of his return with days in such year on which he was in the Armed Forces, he will be granted, in such following calendar year, a vacation of such length as he could so qualify for under paragraphs (a), (b), (c), (d) or (e) and (i) hereof.

**(ART. IV- VACATIONS - Section 1(j) - May 21, 1971 Memorandum of Agreement)**

(k) In instances where an employee who has become a member of the Armed Forces of the United States returns to the service of the employing carrier in accordance with Military Selective Act of 1967, as amended, and in the calendar year of his return to railroad service renders compensated service on fewer days than are required to qualify for a vacation in the following calendar year, but could qualify for a vacation in such following calendar year if had combined for qualify purposes days on which he was in railroad service in the year of his return with days in such year on which he was in the Armed Forces, he will be granted in such following calendar year, a vacation of such length as he could so qualify for under paragraphs (a), (b), (c), (d), or (e) and (i) hereof.

**(Section 1(k) - May 21, 1971 Memorandum of Agreement)**

(l) An employee who is laid off and has no seniority date and no rights to accumulate seniority, who renders compensated service on not less than one hundred twenty (120) days in a calendar year and who returns to service in the following year for the same carrier will be granted the vacation in the year of his return. In the event such an employee does not return to service in the following year for the same carrier he will be compensated in lieu of the vacation he was qualified for provided he files written request therefor to his employing officer, a copy of such request to be furnished to his local or general chairman.

**(ART. II - VACATIONS - Section 1 (i) - January 13, 1967 Agreement and  
ART. IV- VACATIONS - Section 1(l) - February 10, 1971 Agreement)**

2. Insofar as applicable to the employees covered by this agreement who are also parties to the Vacation Agreement of December 17, 1971, as amended, Article 2 of such agreement is hereby canceled.

**(ART. II - VACATIONS - Section 2 - May 17, 1968)**

3. The terms of this agreement shall not be construed to deprive any employee of such additional vacation days as he may be entitled to receive under any existing rule, understanding or custom, which additional vacation days shall be accorded under and in accordance with the terms of such existing rule, understanding or custom.

**(Section 3 - December 17, 1941 Agreement)**

An employee's vacation period will not be extended by reason of any of the eleven recognized holidays (New Year's Day, Washington's Birthday, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Eve (the day before Christmas is observed), Christmas and New Years Eve (the day before New Year's Day is observed) or any day which by agreement has been substituted or is observed in place of any of the eleven holidays enumerated above, or any holiday which by local agreement has been substituted therefor, falling within his vacation period.

**(ART. IV - VACATIONS - Section 3 - February 10, 1971 Agreement)**

[In order to include changes in holidays provisions made by the July 16, 1976 Implementing Agreement and the December 11, 1981 Agreement, reference to nine recognized holidays was changed to eleven recognized holidays; Christmas Even and New Year's Eve were added to the holidays named; and the day after Thanksgiving Day was substituted for Veteran's Day.]

4. (a) Vacations may be taken from January 1st to December 31st and due regard consistent with requirements of service shall be given to the desires and preferences of the employees in seniority order when fixing the dates for their vacations.

The local committee of each organization signatory hereto and the representatives of the Carrier will cooperate in assigning vacation dates.

(b) The Management may upon reasonable notice (of thirty (30) days or more, if possible, but in no event less than fifteen (15) days) requires all or any number of employees in any plant, operation or facility, who are entitled to vacations to take vacations at the same time.

The local committee of each organization affected signatory hereto and the proper representative of the carrier will cooperate in the assignment of remaining forces.

**(Section 4 (a) and (b) - December 17, 1941 Agreement)**

5. Each employee who is entitled to vacation shall take same at the time assigned, and, while it is intended that the vacation date designated will be adhered to so far as practicable, the management shall have the right to defer same provided the employee so affected is given as much advance notice as possible; not less than ten (10) days' notice shall be given except when emergency conditions prevent. If it becomes necessary to advance the designated date, at least thirty (30) days' notice will be given affected employee.

If a carrier finds that it cannot releases an employee for a vacation during the calendar year because of the requirement of the service, then such employee shall be paid in lieu of the vacation and the allowance hereinafter provided.

**(Section 5 - December 17, 1941 Agreement)**

Such employee shall be paid the time and one-half rate for work performed during his vacation period in addition to his regular vacation pay.

**NOTE: This provision does not supersede provisions of the individual collective agreements that require payment of double time under specified conditions.**

**(ART. I - VACATIONS - Section 4 - August 21, 1954 Agreement)**

6. The carriers will provide vacation relief workers but the vacation system shall not be used as

a device to make unnecessary jobs for other workers. Where a vacation relief worker is not needed in a given instance and if failure to provide a vacation relief worker does not burden those employees remaining on the job, or burden the employee after his return from vacation, the carrier shall not be required to provide such relief worker.

**(Section 6 - December 16, 1941 Agreement)**

7. Allowance for each day for which an employee is entitled to a vacation with pay will be calculated on the following basis:

- (a) An employee having a regular assignment will be paid while on vacation the daily compensation paid by the carrier for such assignment.
- (b) An employee paid a daily rate to cover all services rendered, including overtime, shall have no deduction made from his established daily rate on account of vacation allowances made pursuant to this agreement.
- (c) An employee paid a weekly or monthly rate shall have no deduction made from his compensation on account of vacation allowances made pursuant to this agreement.
- (d) An employee working on a piece-work or tonnage basis will be paid on the basis of the average earnings per day for the last two semi-monthly periods preceding the vacation, during which two periods such employee worked on as many as sixteen (16) different days.
- (e) An employee not covered by paragraphs (a), (b), (c), or (d) of this section will be paid on the basis of the average daily straight time compensation earned in the last pay period preceding the vacation during which he performed service.

**(Section 7 - December 17, 1941 Agreement)**

8. The vacation provided for in this Agreement shall be considered to have been earned when the employee has qualified under Article 1 hereof. If an employee's employment status is terminated for any reason whatsoever, including but not limited to retirement, resignation, discharge, non-compliance with a union-shop agreement, or failure to return after furlough he shall at the time of such termination be granted full vacation pay earned up to the time he leaves the service including pay for vacation earned in the preceding year or years and not yet granted, and the vacation for the succeeding year if the employee has qualified therefor under Article 1. If an employee thus entitled to vacation or vacation pay shall die the vacation pay earned and not received shall be paid to such beneficiary as may have been designated, or in the absence of such designation, the surviving spouse or children or his estate, in that order of preference.

**(ART, IV - VACATIONS - Section 2 - August 19, 1960 Agreement)**

9. Vacations shall not be accumulated or carried over from one vacation year to another.

**(Section 9 - December 17, 1941 Agreement)**

10. (a) An employee designated to fill an assignment of another employee on vacation will be paid the rate of such assignment or the rate of his own assignment, whichever is the greater; provided that if the assignment is filled by a regularly assigned vacation relief employee, such employee shall receive the rate of the relief position. If an employee receiving graded rates, based upon length of service and experience, is designated to fill an assignment of another employee in the same occupational classification receiving such graded rates who is on vacation, the rate of the relieving employee will be paid.

(b) Where work of vacationing employees is distributed among two or more employees, such employees will be paid their own respective rates. However, not more than the equivalent of twenty-five per cent of the work load of a given vacationing employee can be distributed among fellow employees without the hiring of a relief worker unless a larger distribution of the work load is agreed to by the proper local union committee or official.



(c) No employee shall be paid less than his own normal compensation for the hours of his own assignment because of vacations to other employees.

**(Section 10 - December 17, 1941 Agreement)**

11. While the intention of this agreement is that the vacation period will be continuous, the vacation may, at the request of an employee, be given in installments, if the management consents thereto.

**(Section 11 - December 17, 1941 Agreement)**

12. (a) Except as otherwise provided in this agreement a carrier shall not be required to assume greater expense because of granting a vacation than would be incurred if an employee were not granted a vacation and was paid in lieu thereof under the provision hereof. However, if a relief worker necessarily is put to substantial extra expense over and above that which the regular employee on vacation would incur if he had remained on the job, the relief worker shall be compensated in accordance with existing regular relief rules.

(b) As employees exercising their vacation privileges will be compensated under this agreement during their absence on vacation, retaining their other right as if they had remained at work, such absences from duty will not constitute "vacancies" in their positions under any agreement. When the position of a vacationing employee is to be filled and regular relief employee is not utilized, effort will be made to observe the principle of seniority.

(c) A person other than a regularly assigned relief employee temporarily hired solely for vacation relief purposes will not establish seniority rights unless so used more than 60 days in a calendar year. If a person so hired under the terms hereof-acquired seniority rights, such rights will date from the day of original entry into service unless otherwise provided in existing agreements.

**(Section 12 - December 17, 1941 Agreement)**

13. The parties hereto having in mind conditions which exist or may arise on individual carriers in making provisions for vacations with pay agree that the duly authorized representatives of the employees, who are parties to one agreement, and the proper officer of the carrier may make changes in the working rules or enter into additional written understandings to implement the purposes of this agreement, provided that such changes or understandings shall not be inconsistent with this agreement.

**(Section 13 - December 17, 1941 Agreement)**

14. Any dispute or controversy arising out of the interpretation or application of any of the provisions of this agreement shall be referred for decision to a committee, the carrier members of which shall be the Carrier's Conference Committees signatory hereto, or their successors; and the employee members of which shall be the Chief Executives of the Fourteen Organizations, or their representatives, or their successors. Interpretations or applications agreed upon by the carrier members and employee members of such committee shall be final and binding upon the parties to such dispute or controversy.

This section is not intended by the parties as a waiver of any of their rights provided in the Railway Labor Act as amended, in the event committee provided in this section fails to dispose of any dispute or controversy.

**(Section 14 - - December 17, 1941 Agreement)**

15. Except as otherwise provided herein this agreement shall be effective as of January 1, 1982, and shall be incorporated in existing agreements as a supplement thereto and shall be in full force and effect for a period of three (3) years from January 1, 1982, and continue in effect thereafter, subject to not less than seven (7) months' notice in writing (which notice may not be served prior to April 1, 1984) by any carrier or organization party hereto, of desire to change this agreement as of the end of the year in which the notice is served. Such notice shall specify the changes desired and the recipient of such notice shall then have a period of thirty (30) days from the date of the receipt of such notice within which to serve notice specifying changes which it or they desire to make. Thereupon such proposals of the respective parties shall thereafter be negotiated and progressed concurrently to a conclusion.

**(ART. IV - VACATIONS - Section 2 - February 10, 1971 Agreement, as revised to comply with the moratorium provisions of Article XIV, Section 2 of the December 11, 1981 Agreement)**

Except to the extent that articles of the Vacation Agreement of December 17, 1941 are changed by this Agreement, the said agreement and the interpretations thereof and of the Supplemental Agreement of February 23, 1945, as made by the parties, dated June 10, 1942 and July 18, 1945 and by Referee as made by the parties, dated June 10, 1942 and July 18, 1945 and by Referee Morse in his award of November 12, 1942, shall remain in full force and effect.

In Sections 1 and 2 of this Agreement certain words and phrases, which appear in the Vacation Agreement of December 17, 1941, and in the Supplemental Agreement of February 23, 1945, are used. The said interpretations which defined such words and phrases referred to above as they appear in said Agreements shall apply in construing them as they appear in Sections 1 and 2 hereof.

**(ART. I - VACATIONS - Section 6 - August 21, 1954 Agreement)**

Effective January 1, 1997, employees shall be permitted to take one week of their vacation allowance per year in less than 40 hour increments, provided that such vacation days will be scheduled in accordance with existing rules on the carrier applicable to the scheduling of personal leave days.

**(ART. VIII - VACATIONS - September 26, 1996 Agreement)**

**NEW APPENDIX 04**

**Contained within the original Agreement of 1975 as subsequently amended**

MEDIATION AGREEMENT OF OCTOBER 7, 1959

This agreement made this 7th day of October, 1959, by and between the participating Carriers listed in exhibits A, B, and C, attached hereto and made a part hereof, and represented by the Eastern, Western and Southeastern Carriers' Conference Committees, and the employees of such Carriers shown thereon and represented by the Brotherhood of Maintenance of Way Employees.

**ARTICLE I - PRIOR CONSULTATION**

In the event a carrier decides to effect a material change in work methods involving employees covered by the rules of the collective agreement of the organization party hereto, said carrier will notify the General Chairman thereof as far in advance of the effectuation of such change as is practicable and in any event not less than fifteen (15) days prior to such effectuation. If the General Chairman or his representative is available prior to the date set for effectuation of the change, the representative of the carrier and the General Chairman or his representative shall meet for the purpose of discussing the manner in which and the extent to which employees represented by the organization may be affected by such change, the application of existing rules such as seniority rules, placement and displacement rules and other pertinent rules, with a view to avoiding grievances arising out of the terms of the existing collective agreement and minimizing adverse effects upon the employees involved.

As soon as is convenient after the effective date of this agreement, and upon request at reasonable intervals thereafter, the carrier and the General Chairman or his representative will meet informally in a conference to discuss such suggestions as the General Chairman may have to minimize seasonal fluctuations in employment.

This Article does not contain penalty provisions and it does not require that agreements must be reached, as the right of the carrier to make changes in work methods or to continue existing practices subject to compliance with the collective agreement is not questioned.

**ARTICLE II - RATES OF PAY**

(a) The rates of pay of employees subject to the rates of pay rules of the collective agreement between the parties hereto shall be listed in a master wage schedule prepared by the carrier. A copy of this wage schedule shall be furnished to the General Chairman for his verification. The wage schedule shall constitute a part of the rates of pay, rules and working conditions agreement between the parties, but may be physically bound with the general working conditions agreement or reproduced as a document under separate cover. This rule does not require that multiple positions of the same classification and carrying the same rate of pay need be individually listed, but the listing shall be in whatever detail is necessary to enable the ascertainment from the schedule of the rate of pay for each position of employees referred to herein. When rates of pay are generally revised and when revisions are made in individual rates of pay, the General Chairman shall be furnished with a statement of the adjustments to be made in the rates as shown in the master wage schedule. When the rules and working conditions agreement is generally revised or reprinted the master wage schedule shall be revised to show the then current rates of pay and reproduced and distributed in the same manner as the rules and working conditions agreement.

(b) The listing of rates of pay in the agreement does not constitute a guarantee of the continuance of any position or any certain number of positions or anything else other than as stated in paragraph (a) hereof.

**ARTICLE III - RATES OF PAY OF NEW POSITIONS AND ADJUSTMENT OF RATES OF SUPERVISORY EMPLOYEES COVERED BY THE RULES OF THE COLLECTIVE AGREEMENT BETWEEN THE PARTIES HERETO WHERE DUTIES AND RESPONSIBILITIES HAVE ALLEGEDLY BEEN EXPANDED**

(a) If a new position is established for which a rate of pay has not been agreed upon, the carrier will in the first instance establish a rate, which is commensurate with the duties, responsibilities, characteristics and other requirements of said position. If the General Chairman does not agree that the rate of pay so established is commensurate with the duties, responsibilities, characteristics, and other requirements of the position, he shall so notify the carrier and thereupon the duly authorized representative of the carrier shall meet with the General Chairman or his representative for the purpose of mutually agreeing upon a rate which will be

satisfactory to both parties. In the event of failure to reach a mutual agreement on the subject, it will be submitted to arbitration in accordance with paragraph (c) of this article.

(b) If, as the result of change in work methods subsequent to the effective date of this agreement, the contention is made by the General Chairman that there has been an expansion of duties and responsibilities of supervisory employees covered by the rules of the collective agreement between the parties hereto resulting in a request for wage adjustment and a mutual agreement is not reached disposing of the issue thus raised. the matter will be submitted to arbitration in accordance with paragraph (c) of this Article.

(c) The submissions to arbitration provided for in paragraphs (a) and (b) of this Article shall be under and in accordance with the provisions of the Railway Labor Act; shall be between the individual carrier and the system committee of the organization representing employees of such carrier; and shall be governed by an arbitration agreement conforming to the requirements of the Railway Labor Act which shall contain the following provisions:

- (1) shall state that the Board of Arbitration is to consist of three members;
- (2) shall state specifically that the question to be submitted to the Board for decision shall be limited to the single question as to whether the rate established by the carrier should be continued or whether the rate suggested by the General Chairman should be adopted or whether an intermediate rate is justified; and that in its award the said Board shall confine itself strictly to decision as to the question so specifically submitted to it;
- (3) shall fix a period of ten (10) days from the date of the appointment of the arbitrator necessary to complete the Board within which the said Board shall commence its hearings;
- (4) shall fix a period of thirty (30) days from the beginning of the hearings within which the said Board shall make and file its award; provided, that the parties may agree at any time upon the extension of this period;
- (5) shall provide that the award shall become effective on the date that it is rendered and the rate awarded shall continue in force until changed or modified pursuant to the provisions of the Railway Labor Act.

#### **ARTICLE IV -- FORCE REDUCTIONS**

Not less than ninety-six (96) hours' notice will be given to regularly assigned employees, not including casual employees, or employees who are substituting for regularly assigned employees, who are subject to the rules of the existing collective agreement whose positions are to be abolished before such reductions in force are made, except as provided in Article VI of the Agreement of August 21, 1954.

#### **ARTICLE V -- PRESERVATION OF RULES**

This Agreement shall not be construed to make any change in any existing rule on any individual railroad, or any portion of such a rule, that contains provisions identical with or more favorable to the employees than the provisions of this Agreement. The election thus made available to the General Chairman must be exercised in writing within thirty (30) days after the effective date of this Agreement.

#### **ARTICLE VI -- APPROVAL**

This Agreement is subject to approval of the courts with respect to carriers in the hands of receivers or trustees.

#### **ARTICLE VII -- EFFECTIVE DATE AND TERMINATION**

This Agreement shall become effective on December 1, 1959, and is in settlement of the dispute growing out of notices served on the carriers listed in Exhibits A, B and C on or about May 22, 1957, and shall be construed as a separate agreement by and on behalf of each of said carriers and its employees represented by the organization signatory hereto and shall remain in effect until changed or modified in accordance with the provisions of the Rail-way Labor Act, as amended.

**SIGNED AT CHICAGO, ILLINOIS, THIS 7TH DAY OF OCTOBER 1959.**

Signatures applying to the Mediation Agreement are not here reproduced.

## **APPENDIX 05**

**As amended by the National Agreement of September 26, 1996  
And/or added by the December 17<sup>th</sup>, 1996 Agreement**

### **SECTION 10901 TRANSACTIONS**

#### **Section 1**

The railroads should provide at least a 60-day notice of intent to sell or lease a line of railroad to a purchaser under 49 U.S.C. 10901. During the 60-day period, the parties shall meet upon the request of the organization to discuss the planned transfer. The transaction agreement between the carrier and the purchaser should obligate the purchaser to give priority hiring consideration to employees of the selling carrier who work on the line. Further, the agreement between the carrier and purchaser should obligate the purchaser to assume a neutral stance in any union organizing effort undertaken by the organization. Should any recommendation in this paragraph be deemed contrary to the Railway Labor Act, the remaining recommendations shall continue in full force and effect.

#### **Section 2**

The selling carrier shall provide affected employees priority employment rights for other positions on the seller, both within craft and in other crafts where qualified. For access to positions within craft, the parties shall, at the request of the organization, develop a system seniority roster for use in such transactions in the same manner as that provided in the UTU and BLE national settlements. In addition, employees securing positions on the selling carrier which require a change in residence shall be eligible for up to \$5,000 in relocation allowance, again in the same manner as provided in the UTU and BLE settlements.

#### **Section 3**

Employees who secure a position with the buyer should be provided with an opportunity to return to the seller during the first 12-month period. Employees displaced by the sale shall have recall rights on the seller's property, as a minimum, for a period equal to their company seniority.

## **APPENDIX 06**

### **National Agreement February 7, 1965**

**As amended by the National Agreement of September 26, 1996  
And/or added by the December 17<sup>th</sup>, 1996 Agreement**

#### **ARTICLE I - PROTECTED EMPLOYEES**

**Section 1** - All employees, other than seasonal employees, who are in active service and who have or attain ten (10) or more years' of employment relationship will be retained in service subject to compensation as herein provided unless or until retired, discharged for cause, or otherwise removed by natural attrition. For the purpose of this Agreement, the term "active service" is defined to include all employees working, or holding an assignment, or in the process of transferring from one assignment to another (whether or not the date on which such ten or more years of employment relationship is acquired was a work day). An employee who is not regularly assigned on the date the employee is otherwise eligible to achieve protected status under this Section will be deemed to be protected on the first day assigned to a regular position in accordance with existing rules of the BMW E Agreement

**Section 2** - Seasonal employees, who had compensated service during each of the years 1995, 1996, and 1997 who otherwise meet the definition of "protected" employees under Section 1, will be offered employment in future years at least equivalent to what they performed in 1997 unless or until retired, discharged for cause, or otherwise removed by natural attrition.

**Section 3** - In the event of a decline in a carrier's business in excess of 5 per cent in the average percentage of both gross operating revenue and net revenue ton miles in any 30-day period compared with the average of the same period for the years 1963 and 1964, a reduction in forces in the crafts represented by each of the organizations signatory hereto may be made at any time during the said 30-day period below the number of employees entitled to preservation of employment under this Agreement to the extent of one per cent for each one per cent the said decline exceeds five per cent. The average percentage of decline shall be the total of the percent of decline in gross operating revenue and percent of decline in net revenue ton-miles divided by two. Advance notice of any such force reduction shall be given as required by the current Schedule Agreements of the organizations signatory hereto. Upon restoration of a carrier's business following any such force reduction, employees entitled to preservation of employment must be recalled in accordance with the same formula within 15 calendar days.

**Section 4** - Notwithstanding other provisions of this Agreement, a carrier shall have the right to make force reductions under emergency conditions such as flood, snowstorm, hurricane, earthquake, fire or strike, provided that operations are suspended in whole or in part and provided further that because of such emergencies the work which would be performed by the incumbents of the positions to be abolished or the work which would be performed by the employees involved in the force reductions no longer exists or cannot be performed. Sixteen hours advance notice will be given to the employees affected before such reductions are made. When forces have been so reduced and thereafter operations are restored employees entitled to preservation of employment must be recalled upon the termination of the emergency. In the event the carrier is required to make force reductions because of the aforesaid emergency conditions, it is agreed that any decline in gross operating revenue and net revenue ton miles resulting there from shall not be included in any computation of a decline in the carrier's business pursuant to the provisions of Section 3 of this Article I.

**Section 5** - Subject to and without limiting the provisions of this Agreement with respect to furloughs of employees, reductions in forces, employee absences from service or with respect to cessation or suspension of an employee's status as a protected employee, the carrier agrees to maintain work forces of protected employees represented by each organization signatory hereto in such manner that force reductions of protected employees below the established base as defined herein shall not exceed six per cent (6%) per annum. The established base shall mean the total number of protected employees in each craft represented by the organizations signatory hereto who qualify as protected employees under Section 1 of this Article I.

#### **ARTICLE II - USE AND ASSIGNMENT OF EMPLOYEES AND LOSS OF PROTECTION**

**Section 1** - An employee shall cease to be a protected employee in case of his resignation, death, retirement, dismissal for cause in accordance with existing agreements, or failure to retain or obtain a position available to him in the exercise of his seniority rights in accordance with existing rules or agreements, or failure to accept employment as provided in this Article. A protected furloughed employee who fails to respond to extra work

when called shall cease to be a protected employee. If an employee dismissed for cause is reinstated to service, he will be restored to the status of a protected employee as of the date of his reinstatement.

**Section 2** - An employee shall cease to be a protected employee in the event of his failure to accept employment in his craft offered to him by the carrier in any seniority district or on any seniority roster throughout the carrier's railroad system as provided in implementing agreements made pursuant to Article III hereof, provided, however, that nothing in this Article shall be understood as modifying the provisions of Article V hereof.

**Section 3** - When a protected employee is entitled to compensation under this Agreement, he may be used in accordance with existing seniority rules for vacation relief, holiday vacancies, or sick relief, or for any other temporary assignments, which do not require the crossing of craft lines. Traveling expenses will be paid in instances where they are allowed under existing rules. Where existing agreements do not provide for traveling expenses, in those instances, the representatives of the organization and the carrier will negotiate in an endeavor to reach an agreement for this purpose.

### **ARTICLE III - IMPLEMENTING AGREEMENTS**

**Section 1** - The organizations recognize the right of the carriers to make technological, operational and organizational changes and in consideration of the protective benefits provided by this Agreement the carrier shall have the right to transfer work and/or transfer employees throughout the system which do not require the crossing of craft lines. The organizations signatory hereto shall enter into such implementing agreements with the carrier as may be necessary to provide for the transfer and use of employees and the allocation or rearrangement of forces made necessary by the contemplated change. One of the purposes of such implementing agreements shall be to provide a force adequate to meet the carrier's requirements.

**Section 2** - Except as provided in Section 3 hereof, the carrier shall give at least 60 days' (90) days in cases that will require a change of an employee's residence) written notice to the organization involved of any intended change or changes referred to in Section 1 of this Article whenever such intended change or changes are of such a nature as to require an implementing agreement as provided in said Section 1. Such notice shall contain a full and adequate statement of the proposed change or changes, including an estimate of the number of employees that will be affected by the intended change or changes. Any change covered by such notice which is not made within a reasonable time following the service of the notice, when all of the relevant circumstances are considered, shall not be made by the carrier except after again complying with the requirements of this Section 2.

**Section 3** - The carrier shall give at least 30 days' notice where it proposes to transfer no more than five employees across seniority lines within the same craft and the transfer of such employees will not require a change in the place of residence of such employee or employees, such notice otherwise to comply with Section 2 hereof.

**Section 4** - In the event the representatives of the carrier and organizations fail to make an implementing agreement within 60 days after notice is given to the general chairman or general chairmen representing the employees to be affected by the contemplated change, or within 30 days after notice where a 30-day notice is required pursuant to Section 3 hereof, the matter may be referred by either party to the Disputes Committee as hereinafter provided. The issues submitted for determination shall not include any question as to the right of the carrier to make the change but shall be confined to the manner of implementing the contemplated change with respect to the transfer and use of employees, and the allocation or rearrangement of forces made necessary by the contemplated change.

**Section 5** - The provisions of implementing agreements negotiated as hereinabove provided for with respect to the transfer and use of employees and allocation or reassignment of forces shall enable the carrier to transfer such protected employees and rearrange forces, and such movements, allocations and rearrangements of forces shall not constitute an infringement of rights of unprotected employees who may be affected thereby.

### **ARTICLE IV - COMPENSATION DUE PROTECTED EMPLOYEES**

**Section 1** - Subject to the provisions of Section 3 of this Article IV, protected employees who hold regularly assigned positions shall not be placed in a worse position with respect to compensation than the normal rate of compensation for said regularly assigned position as of the date they become protected; provided, however, that in addition thereto such compensation shall be adjusted to include subsequent wage increases

**Section 2** - Subject to the provisions of Section 3 of this Article IV, all other employees entitled to preservation of employment shall not be placed in a worse position with respect to compensation than that earned during a base period comprised of the last twelve months in which they performed compensated service immediately preceding the date of this Agreement. For purposes of determining whether, or to what extent, such an employee has been placed in a worse position with respect to his compensation; his total compensation and total time paid for during the base period will be separately divided by twelve. If his compensation in his current employment is less in any month (commencing with the first month following the date of this agreement) than his average base period compensation (adjusted to include subsequent general wage increases), he shall be paid the difference less compensation for any time lost on account of voluntary absences to the extent that he is not available for service equivalent to his average time paid for during the base period, but he shall be compensated in addition thereto at the rate of the position filled for any time worked in excess of the time paid for during the base period; provided, however, that in determining compensation in his current employment the employee shall be treated as occupying the position producing the highest rate of pay and compensation to which his seniority entitles him under the working agreement and which does not require a change in residence.

**Section 3** - Any protected employee who in the normal exercise of his seniority bids in a job or is bumped as a result of such an employee exercising his seniority in the normal way by reason of a voluntary action, will not be entitled to have his compensation preserved as provided in Sections 1 and 2 hereof, but will be compensated at the rate of pay and conditions of the job he bids in; provided, however, if he is required to make a move or bid in a position under the terms of an implementing agreement made pursuant to Article III hereof, he will continue to be paid in accordance with Sections 1 and 2 of this Article IV.

**Section 4** - If a protected employee fails to exercise his seniority rights to secure another available position, which does not require a change in residence, to which he is entitled under the working agreement and which carries a rate of pay and compensation exceeding those of the position he elects to retain, he shall thereafter be treated for the purposes of this Article as occupying the position which he elects to decline.

**Section 5** - A protected employee shall not be entitled to the benefits of this Article during any period in which he fails to work due to disability, discipline, leave of absence, military service, or other absence from the carrier's service, or during any period in which he occupies a position not subject to the working agreement; nor shall a protected employee be entitled to the benefits of this Article IV during any period when furloughed because of reduction in force resulting from seasonal requirements (including lay-off during Miners' Holiday and the Christmas Season) or because of reductions in forces pursuant to Article I, Sections 3 and 4, provided, however, that employees furloughed due to seasonal requirements shall not be furloughed in any 12-month period for a greater period than they were furloughed during the 12 months preceding the date of this Agreement.

**Section 6** - The carrier and the organizations signatory hereto will exchange such data and information as are necessary and appropriate to effectuate the purposes of this Agreement.

## **ARTICLE V - MOVING EXPENSES AND SEPARATION ALLOWANCES**

In the case of any transfers or rearrangement of forces for which an implementing agreement has been made, any protected employee who has 15 or more years of employment relationship with the carrier and who is requested by the carrier pursuant to said implementing agreement to transfer to a new point of employment requiring him to move his residence shall be given an election, which must be exercised within seven calendar days from the date of request, to make such transfer or to resign and accept a lump sum separation allowance in accordance with the following provisions:

If the employee elects to transfer to the new point of employment requiring a change in residence, such transfer and change of residence shall be subject to the benefits contained in Sections 10 and 11 of the Washington Agreement notwithstanding anything to the contrary contained in said provisions and in addition to such benefits shall receive a transfer allowance of eight hundred dollars (\$800.) and five working days instead of the "two working days" provided by Section 10(a) of said Agreement.

If the employee elects to resign in lieu of making the requested transfer as aforesaid he shall do so as of the date the transfer would have been made and shall be given (in lieu of all other benefits and protections to which he may have been entitled under the Protective Agreement and Washington Agreement) a lump sum separation allowance which shall be computed in accordance with the schedule set forth in Section 9 of the Washington Agreement; provided, however, that force reductions permitted to be made under this Agreement shall be in addition to the number of employees who resign to accept the separation allowance herein provided.



Those protected employees who do not have 15 years or more of employment relationship with the carrier and who are required to change their place of residence shall be entitled to the benefits contained in Sections 10 and 11 of the Washington Agreement notwithstanding anything to the contrary contained in such provisions and in addition to such benefits shall receive a transfer allowance of eight hundred dollars \$(800) and five working days instead of “two working days” provided in Section 10(a) of said Agreement.

#### **ARTICLE VI - APPLICATION TO MERGERS, CONSOLIDATIONS AND OTHER AGREEMENTS**

**Section 1** - Any merger agreement now in effect applicable to merger of two or more carriers, or any job protection or employment security agreement which by its terms is of general system-wide and continuing application, or which is not of general system-wide application but which by its terms would apply in the future, may be preserved by the employee representatives so notifying the carrier within sixty days from the date of this agreement, and in that event this agreement shall not apply on that carrier to employees represented by such representatives.

**Section 2** - In the event of merger or consolidation of two or more carriers, parties to this Agreement on which this agreement is applicable, or parts thereof, into a single system subsequent to the date of this agreement, the merged, surviving or consolidated carrier will constitute a single system for purposes of this agreement, and the provisions hereof shall apply accordingly, and the protections and benefits granted to employees under this agreement shall continue in effect.

**Section 3** - Without in any way modifying or diminishing the protection, benefits or other provisions of this agreement, it is understood that in the event of a coordination between two or more carriers as the term “coordination” is defined in the Washington Job Protection Agreement, said Washington Agreement will be applicable to such coordination, except that Section 13 of the Washington Job Protection Agreement is abrogated and the disputes provisions and procedures of this agreement are substituted therefor.

**Section 4** - Where prior to the date of this agreement the Washington Job Protection Agreement (or other agreements of similar type whether applying inter-carrier or intra-carrier) has been applied to a transaction, coordination allowances and displacement allowances (or their equivalents or counterparts, if other descriptive terms are applicable on a particular railroad) shall be unaffected by this agreement either as to amount or duration, and allowances payable under the said Washington Agreement or similar agreements shall not be considered compensation for purposes of determining the compensation due a protected employee under this agreement.

#### **ARTICLE VII - DISPUTES COMMITTEE**

**Section 1** - Any dispute involving the interpretation or application of any of the terms of this agreement and not settled on the carrier may be referred by either party to the dispute for decision to a committee consisting of two members of the Carrier’s Conference Committees signatory to this agreement, two members of the Employees’ National Conference Committee signatory to this agreement, and a referee to be selected as hereinafter provided. The referee selected shall preside at the meetings of the committee and act as chairman of the committee. A majority vote of the partisan members of the committee shall be necessary to decide a dispute, provided that if such partisan members are unable to reach a decision, the dispute shall be decided by the referee. Decisions so arrived at shall be final and binding upon the parties to the dispute.

**Section 2** - The parties to this agreement will select a panel of three potential referees for the purpose of disposing of disputes pursuant to the provisions of this section. If the parties are unable to agree upon the selection of the panel of potential referees within 30 days of the date of the signing of this agreement, the National Mediation Board shall be requested to name such referee or referees as are necessary to fill the panel within five days after the receipt of such request. Each panel member selected shall serve as a member of such panel for a period of one year, if available. Successors to the members of the panel shall be appointed in the same manner as the original appointees.

**Section 3** - Disputes shall be submitted to the committee by notice in writing to the Chairman of the National Railway Labor Conference and to the Chairman of the Employees’ National Conference Committee, signatories to this agreement, who shall within 10 days of receipt of such notice, designate the members of their respective committees who shall serve on the committee and arrange for a meeting of the committee to consider such disputes as soon as a panel referee is available to serve, and in no event more than 10 days thereafter. Decision shall be made at the close of the meeting if possible (such meeting not to continue for more than five days) but in any event within five days of the date such meeting is closed, provided that the partisan members of the

committee may by mutual agreement extend the duration of the meeting and the period for decision. The notice provided for in this Section 3 shall state specifically the questions to be submitted to the committee for decision; and the committee shall confine itself strictly to decisions as to the questions so specifically submitted to it.

**Section 4** - Should any representative of a party to a dispute on any occasion fail or refuse to meet or act as provided in Section 3, then the dispute shall be regarded as decided in favor of the party whose representatives are not guilty of such failure or refusal and settled accordingly but without establishing a precedent for any other cases; provided that a partisan member of the committee may, in the absence of his partisan colleague, vote on behalf of both.

**Section 5** - The parties to the dispute will assume the compensation, travel expense and other expense of their respective partisan committee members. Unless other arrangements are made, the office, stenographic and other expenses of the committee, including compensation and expenses of the referee, shall be shared by the parties to the dispute.

#### **ARTICLE VIII - EFFECT OF THIS AGREEMENT**

This Agreement is in settlement of the disputes growing out of notices served on the carriers listed in Exhibits A, B and C on or about May 31, 1963 relating to Stabilization of Employment, and out of proposals served by the individual railroads on organization representatives of the employees involved on or about June 17, 1963 relating to Technological, Organizational and Other Changes and Employee Protection. This Agreement shall be construed as a separate Agreement by and on behalf of each of said carriers and its employees represented by each of the organizations signatory hereto. The provisions of this Agreement shall remain in effect until July 1, 1967, and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

No party to this agreement shall serve, prior to January 1, 1967, any notice or proposal on a national, regional or local basis for the purpose of changing the provisions of this Agreement, or which relates to the subject matter contained in the proposals of the parties referred to in this Article, and that portion of pending notices relating to such subject matters, whether local, regional or national in character, are withdrawn. Any notice or proposal of the character referred to in this paragraph served on or after January 1, 1967 shall not be placed into effect before July 1, 1967.

#### **ARTICLE IX - COURT APPROVAL**

This Agreement is subject to approval of the courts with respect to carriers in the hands of receivers or trustees.

**(NEW) APPENDIX 07**

**As amended by the National Agreement of October 30, 1978**

**BEREAVEMENT LEAVE**

Bereavement leave, not in excess of three (3) calendar days, following the date of death will be allowed in case of death of an employee's brother, sister, parent, child, stepchild, spouse or spouse's parent. In such cases, a minimum basic day's pay at the rate of the last service rendered will be allowed for the number of working days lost during bereavement leave. Employees involved will make provision for taking leave with their supervising officials in the usual manner. Any restrictions against blanking jobs or realigning forces will not be applicable when an employee is absent under this provision.

**Bereavement leave Questions and Answers**

- Q. 1: How are the three calendar days to be determined?
- A. 1: An employee will have the following options in deciding when to take bereavement leave:
- (a) three (3) consecutive calendar days, commencing with the day of death, when the death occurs prior to the time an employee is scheduled to report for duty;
  - (b) three (3) consecutive calendar days, ending the day of the funeral service; or
  - (c) three (3) consecutive calendar days, ending the day following the funeral service.
- Q. 2: Does the three (3) calendar days allowance pertain to each separate instance, or do the three (3) calendar days refer to a total of all instances?
- A. 2: Three (3) days for each separate death; however, there is no pyramiding whereas second death occurs within the three (3) day period covered by the first death.

**Example:** Employee has a workweek of Monday to Friday, with off-days of Saturday and Sunday. His mother dies on Monday and his father dies on Tuesday. At the maximum, the employee would be eligible for bereavement leave on Tuesday, Wednesday, Thursday and Friday.

- Q. 3: Will a day on which eight (8) hours' pay is allowed account bereavement leave serve as a qualifying day for holiday pay purposes?
- A. 3: No; however, the parties are in accord that bereavement leave non-availability should be considered the same as vacation non-availability and that the first work day preceding or following the employee's bereavement leave, as the case may be, should be considered as the qualifying day for holiday purposes.
- Q. 4: Would an employee be entitled to bereavement leave in connection with the death of a half-brother or half-sister, stepbrother or stepsister, stepparents or stepchildren?
- A. 4: Yes as to half-brother, half-sister or stepchild, no as to stepbrother, stepsister or stepparents. However, the rule is applicable to a family relationship covered by the rule through the legal adoption process.
- Q. 5: Would bereavement leave be applicable during an employee's vacation period?
- A. 5: No.
- Q. 6: An employee qualifies for holiday pay on a holiday which occurs on a day the employee also qualifies for bereavement leave pay. Under these circumstances, is the employee entitled to be paid both the holiday and bereavement leave allowance?
- A. 6: No. The employee would be entitled to only one basic day's pay.

**(NEW) APPENDIX 08**

**As amended by the National Agreement of July 07, 2007**

**And/or added by the December 01<sup>st</sup> 2008 Agreement**

ARTICLE IV -HEALTH AND WELFARE

Part A -Plan Changes

Section 1 -Continuation of Plans

The Railroad Employees National Health and Welfare Plan (“the Plan”), the Railroad Employees National Dental Plan (“the Dental Plan”), and the Railroad Employees National Vision Plan (“the Vision Plan”), modified as provided in this Article with respect to employees represented by the organization and their eligible dependents, will be continued subject to the provisions of the Railway Labor Act.

Section 2 – Plan Benefit Changes -MMCP

(a) The Plan’s Managed Medical Care Program (“MMCP”) will be offered to all employees in any geographic area where the MMCP is not currently offered and United Healthcare, Aetna, or Highmark BlueCross Blue Shield has a medical care network (“white space”). For purposes of this subsection, such “network” shall mean a “point-of-service” network in the case of United Healthcare and Aetna, and a preferred provider network in the case of Highmark BlueCross BlueShield. Employees who live in a white space may choose between coverage under MMCP or the Comprehensive Health Care Benefit, subject to subsection (b) below.

(b) The parties may, by mutual agreement and subject to such evaluation and conditions as they may deem appropriate, designate specific geographic areas within the white space as mandatory MMCP locations. Employees who live in mandatory MMCP locations shall not have a choice between CHCB and MMCP coverage, but shall be enrolled in the MMCP.

(c) United Healthcare and Aetna, respectively, shall apply “nationwide market reciprocity” to employees and their dependents who are enrolled in MMCP. The term “nationwide market reciprocity” is intended to mean, by way of example, that a person enrolled in MMCP with UHC in market A is permitted to get in-network MMCP benefits from a UHC point-of-service network provider in market B.

(d) This Section shall become effective with respect to employees covered by this Agreement on July 1, 2007 or as soon thereafter as practicable.

Section 3 -Design Changes To Contain Costs

(a) The Plan’s MMCP shall be revised as follows:

- (1) The Office Visit Co-Payment for In-Network Services shall be increased to \$20.00 for each office visit to a provider in general practice or who specializes in pediatrics, obstetrics-gynecology, family practice or internal medicine, and \$35.00 for each office visit to any other provider;
- (2) The Urgent Care Center Co-Payment for In-Network Services shall be increased to \$25.00 for each visit;
- (3) The Emergency Room Co-Payment for In-Network Services shall be increased to at least \$50.00 for each visit, but if the care received meets the applicable Plan definition of an Emergency, the Plan will reimburse the employee for the full amount paid for such care, except for \$25.00 if the visit does not result in hospital admission. For purposes of this Paragraph, the phrase “at least” shall be interpreted and applied consistent with practice under the Plan preceding the date of this Agreement;
- (4) The Annual Deductible for Out-of-Network Services shall be increased to \$300.00 per individual and \$900.00 per family;
- (5) The Annual Out-of-Pocket Maximum for Out-of-Network Services shall be increased to \$2,000 per individual and \$4,000 per family.

(b) The Plan’s Comprehensive Health Care Benefit shall be revised as follows:

- (1) The Annual Deductible shall be increased to \$200.00 per individual and \$400.00 per family;
  - (2) The Annual Out-of-Pocket Maximum shall be increased to \$2,000 per individual and \$4,000 per family.
- (c) The Plan's Prescription Drug Card Program co-payments to In-Network Pharmacies per prescription are revised as follows:
- (1) Generic Drug – increase to \$10.00;
  - (2) Brand Name (Non-Generic) Drug On Program Administrator's Formulary – increase to \$20.00;
  - (3) Brand Name (Non-Generic) Drug Not On Program Administrator's Formulary – increase to \$30.00;
  - (4) Brand Name (Non-Generic) Drug on Program Administrator's Formulary that is not ordered by the patient's physician by writing "Dispense as Written" on the prescription and there is an equivalent Generic Drug-increase to \$20.00 plus the difference between the Generic Drug and the Brand Name (Non-Generic) Drug;
  - (5) Brand Name (Non-Generic) Drug Not On Program Administrator's Formulary that is not ordered by the patient's physician by writing "dispense as Written" on the prescription and there is an equivalent Generic Drug-increase to \$30.00 plus the difference between the Generic Drug and the Brand Name (Non-Generic) Drug.
- (d) The Plan's Mail Order Prescription Drug Program co-payments per prescription are revised as follows:
- (1) Generic Drug – increase to \$20.00;
  - (2) Brand Name (Non-Generic) Drug On Program Administrator's Formulary – increase to \$30.00;
  - (3) Brand Name (Non-Generic) Drug Not on Program Administrator's Formulary – increase to \$60.00.
- (e) For purposes of the Plan, the term "children" as used in connection with determining "Eligible Dependents" under the Plan, shall be defined as follows:
- "Children include:
- o natural children,
  - o stepchildren,
  - o adopted children (including children placed with you for adoption), and
  - o your grandchildren, provided they have their legal residence with you and are dependent for care and support mainly upon you and wholly, in the aggregate, upon themselves, you, your spouse, scholarships and the like, and governmental disability benefits and the like."
- (f) The definition of the term "children", as used in connection with determinations of "Eligible Dependents" under the terms of the Dental Plan and the Vision Plan, respectively, shall be revised as provided in subsection (e) above.
- (g) Blue Cross Blue Shield programs that are currently available under the Plan will be made available for selection by employees covered by this Agreement who choose coverage under the MMCP in all areas where the MMCP is made available under the Plan and throughout the United States for selection by such employees who choose coverage under the CHCB.
- (h) During a prescribed election period preceding January 1, 2008, and preceding each January 1 thereafter, employees may certify to the Plan or its designee in writing that they have health care coverage (which includes medical, prescription drug, and mental health/substance abuse benefits) under another group health plan or health insurance policy that they identify by name and, where applicable, by group number, and for that reason they elect to forego coverage for foreign-to-occupation health benefits for themselves and their dependents under the Plan and under any Hospital Association plan in which they participate. Such election is hereafter referred to as an "Opt-Out Election" and, where exercised, will eliminate an employer's obligation to make a contribution to the Plan and/or dues offset payment to a Hospital Association for foreign-to-occupation health

benefits for the employee and his dependents. Each employee who makes an Opt-Out Election will be paid by his employer \$100 for each month that his employer is required to make a contribution to the Plan on his behalf for life insurance and accidental death and dismemberment benefits as a result of compensated service rendered, or vacation pay received, by the employee during the prior month; provided, however, that the employee's Opt-Out Election is in effect for the entire month.

If an event described below in the final paragraph of this subsection (h) occurs subsequent to an employee's Opt-Out Election, the employee may, upon providing the Plan or its designee with proof satisfactory to it of the occurrence of such event, revoke his or her Opt-Out Election. An employee may also revoke his or her Opt-Out Election by providing the Plan or its designee with proof satisfactory to it that, after the employee made the Opt-Out Election, a person became a dependent of the employee through a marriage, birth, or adoption or placement for adoption. An employee who revokes an Opt-Out Election will, along with his or her dependents, be once again covered (effective the first day of the first month following such revocation that the employee and/or his dependents would have been covered but for the Opt-Out Election the employee had previously made) for foreign-to-occupation health benefits under the Plan or, in the case of an employee who is a member of a Hospital Association, by the Plan (for dependent coverage) and by the Hospital Association (for employee coverage). See Side Letter No. 6.

The following events are the events referred to in the immediately preceding paragraph:

(1) the employee loses eligibility under, or there is a termination of employer contributions for, the other coverage that allowed the employee to make the Opt-Out Election, or

(2) if COBRA was the source of such other coverage, that COBRA coverage is exhausted.

(i) Plan participants and their beneficiaries who live in an area where, as of the date of this Agreement, they may choose between MMCP and CHCB coverage shall no longer have a choice, but shall be enrolled in the MMCP. This subsection is not intended to have any application to employees covered by this Agreement who reside in any geographic area where MMCP is not offered as of the date of such Agreement. Mandatory enrollment in MMCP for such employees shall be governed exclusively by

Part A, Section 2(b) of this Article.

(j) The design changes contained in this Section shall become effective on July 1, 2007 or as soon thereafter as practicable.

Part B -Employee Sharing of Cost of H&W Plans

Section 1 – Monthly Employee Cost-Sharing Contributions

(a) Effective January 1, 2007, each employee covered by this Agreement shall contribute to the Plan, for each month that his employer is required to make a contribution to the Plan on his behalf for foreign-to occupation health benefits coverage for himself and/or his dependents, a monthly cost-sharing contribution in an amount equal to 15% of the Carriers' Monthly Payment Rate for 2007.

(b) The employee monthly cost-sharing contribution amount shall be adjusted, effective January 1, 2008, so as to equal 15% of the Carriers' Monthly Payment Rate for 2008 and, effective January 1, 2009, so as to equal 15% of the Carriers' Monthly Payment Rate for 2009.

(c) Effective January 1, 2010, the employee monthly cost-sharing contribution amount shall be adjusted to be the lesser of:

(1) 15% of the Carrier's Monthly Payment Rate for 2010, or

(2) \$200.00 or the January 1, 2009 employee monthly cost-sharing contribution amount, whichever is greater.

(d) For purposes of subsections (a) through (c) above, the "Carriers' Monthly Payment Rate" for any year shall mean the sum of what the carriers' monthly payments to —

(1) the Plan for foreign-to-occupation employee and dependent health benefits, employee life insurance benefits and employee accidental death and dismemberment insurance benefits,

(2) the Dental Plan for employee and dependent dental benefits, and

(3) the Vision Plan for employee and dependent vision benefits, would have been during that year, per non-hospital association road employee, in the absence of any employee contributions to such Plans.

(e) The Carriers' Monthly Payment Rate for 2007 has been determined to be \$1,108.34 and the Employee Monthly Cost-Sharing Contribution Amount for 2007 has been determined to be \$166.25.

Section 2 -Pre-Tax Contributions

Employee cost-sharing contributions made pursuant to this Part shall be made on a pre-tax basis pursuant to the existing Section 125 cafeteria plan to the extent applicable.

Section 3 -Retroactive Contributions

Retroactive employee cost-sharing contributions payable for the period on and after January 1, 2007 shall be offset against any retroactive wage payments provided to the affected employee under Article I, Sections 1, 2 and 6 of this Agreement, provided, however, there shall be no such offset for any month for which the affected employee was not obligated to make a cost-sharing contribution.

Section 4 – Prospective Contributions

For months subsequent to the retroactive period covered by Section 3, employee cost-sharing contributions will be made for the employee by the employee's employer. The employer shall deduct the amount of such employee contributions from the employee's wages and retain the amounts so deducted as reimbursement for the employee contributions that the employer had made for the employee.

ARTICLE V -SUPPLEMENTAL SICKNESS

The January 9, 1980 Supplemental Sickness Benefit Agreement, as subsequently amended (Sickness Agreement), shall be further amended as provided in this Article.

Part A – Plan Benefit Adjustments

Section 1 -Adjustment of Plan Benefits

(a) The benefits provided under the Supplemental Sickness Benefit Plan established pursuant to the Sickness Agreement ("SSB Plan") shall be adjusted as provided in paragraph (b) so as to restore the same ratio of benefits to rates of pay as existed on December 31, 2004 under the terms of that Agreement.

(b) Section 4 of the Sickness Agreement shall be revised as follows:

	Per Hour	Per Month
Class I Employees Earning (as of December 31, 2004)	\$19.19 or more	\$3,339 or more
Class II Employees Earning (as of December 31, 2004)	\$17.82 or more but less than \$19.19	\$3,101 or more, but less than \$3,339
Class III Employees Earning (as of December 31, 2004)	Less than \$17.82	Less than \$3,101

Basic and Maximum Amount Per Month

Classification	Basic	RUIA	Maximum
Class I	\$1,033	\$1,218	\$2,251
Class II	\$907	\$1,218	\$2,125
Class III	\$763	\$1,218	\$1,981

Combined Benefit Limit

Classification	Maximum Monthly Amount
Class I	\$2,415
Class II	\$2,276
Class III	\$2,124

Section 2 -Adjustment of Plan Benefits During Agreement Term

Effective December 31, 2009 the benefits provided under the Plan shall be adjusted so as to restore the same ratio of benefits to rates of pay as existed on the effective date of this Article.

Part B – Notice of Disability

Existing agreements and practices regarding the time within which notices of disability must be filed under the SSB Plan, and the consequences of failure to file within that time period, shall be modified as set forth below.

Section 1 – Notification

A SSB Plan participant shall give the vendor administering claims under the Plan notice of disability, solely with respect to disabilities beginning on or after the date of this Agreement, within sixty (60) days after the start of the disability, unless failure to do so is due to a serious physical or mental injury or illness suffered by the participant, in which case the notice of disability must be given to the vendor as soon as amelioration of such serious physical or mental illness or injury reasonably permits. All claims with regard to which a notice of disability is not given in compliance with this time limitation shall be denied whether or not the SSB Plan has been prejudiced by such noncompliance or the claim is otherwise valid and payable.

Section 2 – Appeals

All final (second-level) appeals from claim denials under the SSB Plan that are pending on the date of this Agreement or are thereafter filed, where disposition of the claim required medical judgment that involved the participant’s eligibility for SSB Plan benefits, his or her physical condition, the cause of his or her disability, or the date his or her disability started, will be considered and determined by a Disputes Committee consisting of one or more individuals selected by MCMC, LLC, an independent review entity, or such successor as may be mutually selected by the parties. In the event of a disagreement between the parties regarding selection of a successor, such dispute shall be resolved in the same manner as provided for in the existing arrangements governing disposition of deadlocks on matters brought before the Joint Plan Committee of the National H&W Plan.

ARTICLE VI-GENERAL PROVISIONS

Section 1 -Court Approval

This Agreement is subject to approval of the courts with respect to participating carriers in the hands of receivers or trustees.

Section 2 -Effect of this Agreement

(a) The purpose of this Agreement is to settle the disputes growing out of the notices served upon the organization by the carriers listed in Exhibit A on or subsequent to November 1, 2004 (including any notices outstanding as of that date), and the notices served by the organization signatory hereto upon such carriers on or subsequent to November 1, 2004 (including any notices outstanding as of that date).

(b) This Agreement shall be construed as a separate agreement by and on behalf of each of said carriers and their employees represented by the organization signatory hereto, and shall remain in effect through December 31, 2009 and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

(c) No party to this Agreement shall serve or progress, prior to November 1, 2009 (not to become effective before January 1, 2010), any notice or proposal.

(d) This Article will not bar management and the organization on individual railroads from agreeing upon any subject of mutual interest.

SIGNED AT WASHINGTON, D.C. THIS \_\_\_ DAY OF \_\_\_\_\_, 2007.

FOR THE PARTICIPATING  
CARRIERS LISTED IN  
EXHIBIT A REPRESENTED  
BY THE NATIONAL CARRIERS’

FOR THE EMPLOYEES REP-  
RESENTED BY THE BROTH-  
ERHOOD OF MAINTENANCE  
OF WAY EMPLOYES DIVIS-



NCCC Chairman National President

**As amended by the National Agreement of September 26, 1996  
And/or added by the December 17<sup>th</sup>, 1996 Agreement**

**PAYMENTS TO EMPLOYEES  
INJURED UNDER CERTAIN IN CIRCUMSTANCES**

Where employees sustain personal injuries or death under the conditions set forth in paragraph (a) below, the carrier will provide and pay such employees, or their personal representative, the applicable amounts set forth in paragraph (b) below, subject to the provisions of other paragraphs in this Article.

(a) Covered Conditions -

This Article is intended to cover accidents involving employees covered by this agreement while such employees are operating, riding in, boarding, or alighting from off-track vehicles authorized by the carrier and any accident which occurs while an employee is under pay.

(b) Payments to be Made -

In the event that any one of the losses enumerated in subparagraphs (1), (2) and (3) below results from an injury sustained directly from an accident covered in paragraph (a) and independently of all other causes and such loss occurs or commences within the time limits set forth in subparagraphs (1), (2) and (3) below, the carrier will provide, subject to the terms and conditions herein contained, and less any amounts payable under Group Policy Contract GA-23000 of The Travelers Insurance Company or any other medical or insurance policy or plan paid for in its entirety by the carrier, the following benefits:

(1) Accidental Death or Dismemberment

The carrier will provide for loss of life or dismemberment occurring within 120 days after date of an accident covered in paragraph (a):

Loss of Life	\$ 300,000
Loss of Both Hands	300,000
Loss of Both Feet	300,000
Loss of Sight of Both Eyes	300,000
Loss of One Hand and One Foot	300,000
Loss of One Hand and Sight of One Eye	300,000
Loss of One Foot and Sight of One Eye	300,000
Loss of One Hand or One Foot or Sight of One Eye	150,000

“Loss” shall mean, with regard to hands and feet, dismemberment by severance through or above wrist or ankle joints; with regard to eyes, entire and irrecoverable loss of sight. Not more than \$300,000 will be paid under this paragraph to any one employee or his personal representative as a result of any one accident.

(2) Medical and Hospital Care

The carrier will provide payment for the actual expense of medical and hospital care commencing within 120 days after an accident covered under paragraph (a) of injuries incurred as a result of such accident, subject to limitation of \$3,000 for any employee for any one accident, less any amounts payable under Group Policy Contract GA-23000 of The Travelers Insurance Company or under any other medical or insurance policy or plan paid for in its entirety by the carrier.

(3) Time Loss

The carrier will provide an employee who is injured as a result of an accident covered under paragraph (a) commencing within 30 days after such accident 80 % percent of the employee's basic full-time weekly compensation from the carrier for time actually lost, subject to a maximum payment of \$1,000.00 per week for time lost during a period of 156 continuous weeks following such accident provided, however, that such weekly payment shall be reduced by such amounts as the employee is entitled to receive as sickness benefits under provisions or the Railroad Unemployment Insurance Act.

(4) Aggregate Limit

The aggregate amount of payments to be made hereunder is limited to \$10,000,000 for any one accident and the carrier shall not be liable for any amount in excess of \$10,000,000 for any one accident irrespective of the number of injuries or deaths, which occur in or as a result of such accident. If the aggregate amount of payments otherwise payable hereunder exceeds the aggregate limit herein provided, the carrier shall not be required to pay as respects each separate employee a greater proportion of such payments than the aggregate limit set forth herein bears to the aggregate amount of all such payments.

(c) Payment in Case of Accidental Death -

Payment of the applicable amount for accidental death shall be made to the employee's personal representative for the benefit of the persons designated in, and according to the apportionment required by the Federal Employers Liability Act (45 U.S.C. 51 et seq., as amended), or if no such person survives the employee, for the benefit of his estate.

(d) Exclusions -

Benefits provided under paragraph (b) shall not be payable for or under any of the following conditions:

- (1) Intentionally self-inflicted injuries, suicide or any attempt thereat, while sane or insane;
- (2) Declared or undeclared war or any act thereof;
- (3) Illness, disease, or any bacterial infection other than bacterial infection occurring in consequence of an accidental cut or wound;
- (4) Accident occurring while the employee driver is under the influence of alcohol or drugs, or if an employee passenger who is under the influence of alcohol or drugs in any way contributes to the cause of the accident;
- (5) While an employee is a driver or an occupant of any conveyance engaged in any race or speed test;
- (6) While an employee is commuting to and/or from his residence or place of business.

(e) Offset -

It is intended that this Article V is to provide a guaranteed recovery by an employee or his personal representative under the circumstances described, and that receipt of payment there under shall not bar the employee or his personal representative from pursuing any remedy under the Federal Employers Liability Act or any other law; provided, however, that any amount received by such employee or his personal representative under this Article may be applied as an offset by the railroad against any recovery so obtained.

(f) Subrogation -

The carrier shall be subrogated to any right of recovery an employee or his personal representative may have against any party for loss to the extent that the carrier has made payments pursuant to this Article.

The payments provided for above will be made, as above provided, for covered accidents on or after May 1, 1971.

It is understood that no benefits or payments will be due or payable to any employee or his personal representative unless such employee, or his personal representative, as the case may be, stipulates as follows:

“In consideration of the payment of any of the benefits provided in Article V of the Agreement of February 10, 1971,

\_\_\_\_\_  
(employee or personal representative)  
agrees to be governed by all of the conditions and provisions said and set forth by Article V.”



Article X - PERSONAL LEAVE

Section 1

A maximum of two (2) days of personal leave will be provided on the following basis:

Employees who have met the qualifying vacation requirements during eight (8) calendar years under vacation rules in effect on January 1, 1982, shall be entitled to one day of personal leave in subsequent calendar years.

Employees who have met the qualifying vacation requirements during seventeen (17) calendar years under vacation rules in effect on January 1, 1982, shall be entitled to two days or personal leave in subsequent calendar years.

Section 2

- (a) Personal leave days provided in Section (1) may be taken upon 48-hours advance notice from the employee to the proper company officer, provided however such days may be taken only when consistent with the requirements of the company's service. It is not intended that this condition prevent an eligible employee from receiving personal leave days except where the request for leave is so late in a calendar year that service requirements prevent the employee's utilization of any personal leave days before the end of that year.
- (b) Personal leave days will be paid for at the regular rate of the employee's position or the protected rate, whichever is higher.
- (c) The personal leave days provided in Section (1) shall be forfeited if not taken during each calendar year. The carrier shall have the option to fill or not fill the position of an employee who is absent on a personal leave day. If the vacant position is filled, the rules of the agreement applicable thereto will apply. The carrier will have the right to distribute work on a position vacated among employees covered by the agreement with the organization signatory hereto.

Section 3

This Article shall become effective on January 1, 1982 except on such carriers where the organization representatives may elect to preserve existing local rules or practices pertaining to personal leave days and so notifies the authorized carrier representative on or before such effective date.

**(NEW) APPENDIX 10**

**Added from the August 09, 1973 Side Agreement  
contained within the original Agreement of 1975 as subsequently amended**

**UNION SHOP AGREEMENT**

**Section 1.**

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

**Section 2.**

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

**Section 3.**

(a) Employees who retain seniority under the Rules and Working Conditions Agreements governing their class or craft and who are regularly assigned or transferred to full time employment not covered by such agreement, or who, for a period of thirty (30) days or more, are (1) furloughed on account of force reduction, or (2) on leave of absence or (3) absent on account of sickness or disability, will not be required to maintain membership as provided in Section 1 of this agreement so long as they remain in such other employment, or furloughed or absent as herein provided, but they may do so at their option. Should such employees return to any service covered by the said Rules and Working Conditions Agreements and continue therein thirty (30) calendar days or more, irrespective of the number of days actually worked during that period, they shall as a condition of their continued employment subject to such agreements, be required to become and remain members of the organization representing their class or craft within thirty-five (35) calendar days from the date of their return to such service.

(b) The seniority status and rights of employees furloughed to serve in the Armed Forces or granted leaves of absence to engage in studies under an educational aid program sponsored by the federal government or a state government for the benefit of ex-servicemen shall not be terminated by reason of any of the provisions of this agreement but such employees shall, upon resumption of employment, be considered as new employees for the purpose of applying this agreement.

(c) Employees who retain seniority under the rules and working conditions agreements governing their class of craft and who, for reasons other than those specific in subsection (a) and (b) of this section, are not in service covered by such agreements, or leave such service, will not be required to maintain membership as provided in Section 1 of this agreement so long as they are not in service covered by such agreements, but they may do so at their option. Should such employees return to any service covered by the said rules and working conditions agreements they shall, as a conditions of their continued employment, be required, from the date of return to such service, to become and remain members in the organization representing their class or craft.

(d) Employees who retain seniority under the rules working conditions agreements of their class or craft, who are members of an organization signatory hereto representing that class or craft and who in accordance with the rules an working conditions agreement of that class or craft temporarily perform work in another class of service shall not be required to be members of another organization party hereto whose agreement covers the other class of service until and the date the employees hold regularly assigned positions within the scope of the agreement covering such other class of service.

#### **Section 4.**

Nothing in this agreement shall require an employee to become or to remain a member of the organization if such membership is not available to such employee upon the same terms and conditions as are generally applicable to any other member, or if the membership of such employee is denied or terminated for any reason other than the failure of the employee to tender the periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership. For purposes of this agreement, dues, fees, and assessments shall be deemed to be "uniformly required" if they are required of all employees in the same status at the same time in the same organizational unit.

#### **Section 5.**

(a) Each employee covered by the provisions of this agreement shall be considered by a Carrier to have met the requirements of the agreement unless and until such Carrier is advised to the contrary in writing by the organization. The organization will notify the Carrier in writing by Registered or Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt, of any employee who it is alleged has failed to comply with the terms of this agreement and who the organization therefore claims is not entitled to continue in employment subject to the Rules and Working Conditions Agreement. The form of notice to be used shall be agreed upon by the individual railroad and organizations involved and the form shall make provision for specifying the reasons for the allegation of non-compliance. Upon receipt of such notice, the Carrier will, within ten (10) calendar days of such receipt, so notify the employee concerned in writing by Registered or Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. Copy of such notice to the employee shall be given the organization. An employee so notified who disputes the fact that he has failed to comply with the terms of this agreement, shall within a period of ten (10) calendar days from the date of receipt of such notice, request the Carrier in writing by Registered or Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt, to accord him a hearing. Upon receipt of such request the Carrier shall set a date for hearing, which shall be held within ten (10), calendar days of the date of receipt of request therefor. Notice of the date set for hearing shall be promptly given the employee in writing with copy to the organization, by Registered or Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. A representative of the organization shall attend and participate in the hearing. The receipt by the Carrier of a request for a hearing shall operate to stay action on the termination of employment until the hearing is held and the decision of the Carrier is rendered.

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

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

If the decision is that the employee has not complied with the terms of this agreement, his seniority and employment under the Rules and Working Conditions Agreement shall be terminated within twenty (20) calendar days of the date of said decision except as hereinafter provided or unless the carrier and the organization agree otherwise in writing.

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

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

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

(d) The time periods specified in this section may be extended in individual cases by written agreement between the Carrier and the organization.

(e) Provisions of investigation and discipline rules contained in the Rules and Working Conditions Agreement between a Carrier and the organization will not apply to cases arising under this agreement.

(f) The General Chairman of the organization shall notify the Carrier in writing of the title(s) and address(s) of its representatives who are authorized to serve and receive the notices described in this agreement. The Carrier shall notify the General Chairman of the organization in writing of the title(s) and address(s) of its representatives who are authorized to receive and serve the notices described in this agreement.

(g) In computing the time periods specified in this agreement, the date on which a notice is received or decision rendered shall not be counted.

## **Section 6.**

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

## **Section 7.**

Any employee whose seniority and employment under the Rules and Working Conditions Agreement is terminated pursuant to the provisions of this agreement or whose employment is extended under Section 6 shall have no time or money claims by reason thereof.

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

**Section 8.**

In the event that seniority and employment under the Rules and Working Conditions Agreement is terminated by the Carrier under the provisions of this agreement, and such termination of seniority and employment is subsequently determined to be improper, unlawful, or unenforceable, the organization shall indemnify and save harmless the Carrier against any and all liability arising as the result of such improper, unlawful or unenforceable termination of seniority and employment; provided, however, that this section shall not apply to any case in which the Carrier involved is the plaintiff or the moving party in the action in which the aforesaid determination is made or in which case such Carrier acts in collusion with any employee; provided further, that the aforementioned liability shall not extend to the expense to the Carrier in defending suits by employees whose seniority and employment are terminated by the Carrier under the provisions of this agreement.

**Section 9.**

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

**Section 10.**

(a) The Carrier party to this agreement shall periodically deduct from the wages of employees subject to this agreement periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership in such organization, and shall pay the amount so deducted to such officer of the organization as the organization shall designate: Provided, however, that the requirements of this subsection (a) shall not be effective with respect to any individual employee until he shall have furnished the Carrier with a written assignment to the organization of such membership dues, initiation fees and assessments, which assignment shall be revocable in writing after the expiration of one year or upon the termination of this agreement whichever occurs sooner.

(b) The provisions of subsection (a) of this section are made effective by the Dues Deduction Agreement between the Parties, copy of which appears as Appendix 11 of the Working Agreement between the Parties.

**Section 11.**

The carriers will provide each General Chairman with a list of employees who are hired or terminated, their home addresses, and Social Security numbers if available, otherwise the employees' identification numbers. This information will be limited to the employees covered by the collective bargaining agreement of the respective General Chairmen. The data will be supplied within 30 days after the month in which the employee is hired or terminated. Where railroads can not meet the 30-day requirement, the matter will be worked out with the General Chairman.



**(NEW) APPENDIX 11**

**Added from the August 09, 1973 Side Agreement  
contained within the original Agreement of 1975 as subsequently amended**

**UNION DUES DEDUCTION AGREEMENT**

**Section 1.**

(a) The Carrier shall, subject to the terms and conditions of this agreement, periodically withhold and deduct sums for monthly membership dues and assessments (not including fines and penalties) uniformly required as a condition of retaining union membership, due the Brotherhood from the wages due and payable to employees working under agreements between the Carrier and the Brotherhood, who are members of the Brotherhood, and who have so authorized the Carrier by signed authorizations.

(b) The Brotherhood shall assume the full responsibility for the procurement and proper execution of said authorization forms, and for delivery of said forms to the Carrier no later than the first day of the second payroll period of the month from which the deductions are to be made. Likewise, revocation of authorization forms shall be delivered by the Brotherhood to the Carrier not later than the first day of the second payroll period of the month in which termination of deductions is to take place.

**Section 2.**

(a) Deductions, as provided herein, shall be made by the Carrier in accordance with a master deduction list prepared by the General Secretary-Treasurer of the Brotherhood, listing each affected employee in employee number order. Such list, together with authorization forms, shall be furnished to the Carrier on or before the first day of the month preceding the month in which deductions are to take effect under the provisions of this Agreement.

(b) Thereafter, any deletions or additions to the master deduction list, or any changes in the amounts to be deducted from the wages of employees, shall be furnished to the Carrier not later than the first day of the second payroll period of the month in which such changes are to be made, such information to be accompanied by the proper authorization or revocation forms. Any changes shall be given to the Carrier not later than the first day of the second payroll period of the month on a copy of the list the Carrier will furnish the General Secretary-Treasurer, which is referred to in Section 4 of this Agreement.

**Section 3.**

(a) Deductions will be made from the wages earned in the second payroll period of the month in which the aforementioned certified statements are furnished to the Carrier.

(b) The following payroll deductions will have priority over deductions in favor of the Brotherhood as covered by this agreement:

1. Federal, state, and municipal taxes.
2. Deductions required by law and court orders, including garnishments, liens, and other wage assignments, which the Carrier must respect.
3. Amounts due the Carrier.
4. Group insurance premiums.

(c) In cases where no deduction is made from the wages of an employee due to insufficient earnings, or for other reasons, the amounts not deducted shall not be added to the deduction lists nor will that deduction be made for the employee in any subsequent payroll Period.

(d) Responsibility of the Carrier under this Agreement shall be limited to remitting to the Brotherhood amounts actually deducted from the wages of employees pursuant to this Agreement. The Carrier shall not be responsible financially or otherwise for failure to make deductions or for making improper or inaccurate deductions. Any questions arising as to the correctness of the amounts deducted shall be handled between the

employee involved and the General Chairman, and any complaints against the Carrier in connection therewith shall be handled with the Carrier by the General Chairman. Nothing herein shall be construed as obligating the Carrier to collect any dues or assessments from employees who leave its service, or who give up membership in the Brotherhood for any reason, or whose wages shall be involved in any claim or litigation of any nature whatsoever.

**Section 4.**

The Carrier will remit to the union official designated by the General Chairman the amounts due the Brotherhood deducted from the wages of members, making such remittances not later than the last day of the month following the month from which the deductions are made. The Carrier will, at the time of such remission, furnish the designated union officer a list of the employees, in employee number order, from whom deductions were made, showing the amount of such deductions.

**Section 5.**

Except for remitting to the Brotherhood monies deducted from the wages of employees, as described in Section 4 hereof, the Brotherhood shall indemnify, defend and save harmless the Carrier from and against any and all claims, demands, liability, loss or damage resulting from entering into this Agreement or arising or growing out of any dispute or litigation from any deductions made by the Carrier from the wages of its employees for or on behalf of the Brotherhood.

**Section 6.**

(a) This Agreement is subject to the provisions of the applicable federal and state laws now in existence or enacted in the future.

(b) This Agreement is subject to immediate cancellation by written notice to the General Chairman of the Brotherhood if the Carrier is required by federal law or the law of any state in which it operates, to change its pay date or payroll procedures in such a manner as to make dues deduction an unreasonable burden.

(c) This Agreement shall be automatically terminated as of the date official notification is received from the National Mediation Board of a change in the representation of employees now represented by the Brotherhood signatory to this Agreement, or upon termination of the Rules and Working Conditions Agreement between the parties.

**Section 7.**

No part of this Agreement shall be used in any manner whatsoever directly or indirectly as a basis for a grievance [except as provided in Section 3 (d)] or time claim by or on behalf of an employee.