
A G R E E M E N T

BETWEEN

TERMINAL RAILWAY

ALABAMA STATE DOCKS

AND

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

Revised as of April 1, 2012, to include rules revisions, certain amendments, interpretations, and memorandums agreed upon by the parties' signatory hereto.

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 off 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.

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 Maintenance of Way Shop.
- (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.

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 BMWE 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 BMWE 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.

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.

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) 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.

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.

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 (174-2/3) hours (175-1/3) 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

WATER AND ICE

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

Each employee subject to the scope of this agreement will, upon achieving 100 yearly qualification days of service with the TASD, be qualified on the following January 1st for annual vacation based on the following schedule.

Years of continuous service	Weeks Entitled	Yearly Qualification Days
0 to 1	1 week (5 days)	100 days
2 to 7	2 weeks (10 days)	100 days
8 to 11	3 weeks (15 days)	100 days
12 to 22	4 weeks (20 days)	100 days
23 +	5 weeks (25 days)	100 days

Employees will be allowed to bank up to sixty (60) personal leave and/or vacation days to be used at future dates or upon retirement, resignation, dismissal or death.

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)

RULE 31

CLASSIFICATION OF WORK

Track forces when required to do any bridge work will be compensated as outlined in Rule 35, of this Agreement, at the B&B rate of pay, dependant on the classification that they are working in the track department. Example Track Foremen is equal to B&B Foreman; Track Laborer is equal to B&B Carpenter since there is no helper in the B&B classification and etc.

RULE 32

HEALTH AND WELFARE

Employees will continue to be afforded the same level of benefits that are afforded in the National Agreement, (as subsequently amended), 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.

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)

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.

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.

RULE 35

OFF TRACK VEHICLE ACCIDENT BENEFITS

The benefits now provided under the BMWED Railroad Employees National Off Track Vehicle Benefits will be continued subject to the provisions of the Railway Labor Act, as amended, (See Appendix 5)

RULE 36

RATES OF PAY

(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 Department, a suitable rate of pay for such new position or positions shall be negotiated as outlined by the MEDIATION AGREEMENT OF OCTOBER 7, 1959.

(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) Effective April 1, 2012, all standard basic daily rates of pay for employees represented by the Brotherhood of Maintenance of Way Employees Division of the IBT in effect March 31, 2012 shall be increased by three (3) percent per year each April 1st over the term of the six (6) year contract:

Rates of Pay and Increases:

POSITION	4/1/2012	4/1/2013	4/4/2014	4/1/2015	4/1/2016	4/1/2017
SECTION FOREMAN YARD	25.25	26.01	26.79	27.59	28.42	29.27
TRACK INSPECTOR	25.25	26.01	26.79	27.59	28.42	29.27
ASSISTANT FOREMAN	24.06	24.78	25.52	26.29	27.08	27.89
BIG MACHINE OPERATOR	24.34	25.07	25.82	26.59	27.39	28.21
SMALL MACHINE OPERATOR	22.95	23.65	24.35	25.08	25.83	26.60
TRACK LABORER	22.80	23.48	24.18	24.91	25.66	26.43
B & B UTILITY FOREMAN	28.71	29.57	30.46	31.37	32.31	33.28
B & B CARPENTER	25.17	25.93	26.71	27.51	28.34	29.19
B & B WELDER	25.32	26.08	26.86	27.67	28.50	29.36
B & B WELDER	23.25	23.95	24.67	25.41	25.14	25.89

SMALL MACHINES

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

BIG MACHINES

Tampers, Ballast Regulator

RULE 37

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 38

TERM AND EFFECT OF AGREEMENT

(a) This Agreement shall become effective April 1, 2012 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 2012 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, 2017 to be effective no earlier than April 1, 2018

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

Signed this 31st day of December, 2012.

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)
Mike Russell
General Manager

APPROVED:

APPROVED:

(Original Signatures Not Reproduced)
Roger Sanchez
Vice President

(Original Signatures Not Reproduced)
Smitty Thorne
Deputy Director and
Chief Operating Officer

SIDE LETTER #01

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

December 17, 1996

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 - BMWF
Illinois Central Gulf Federation

Concur:

/s/ E. G. Browning

SIDE LETTER #02

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

December 17, 1996

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,

Concur:

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

/s/ E. G. Browning

APPENDIX 01

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 December 11, 1981.

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
Presidents Day	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)

(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.

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.

Section 2. 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.

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.

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.

Section 3. 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.

APPENDIX 02

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 3

SECTION 10901 TRANSACTIONS

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.

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.

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 04

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, stepparent, 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.

APPENDIX 5
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.”

APPENDIX 06

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, 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, shall be entitled to two days of 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.

APPENDIX 7
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 ninety (90) 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 at 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.

APPENDIX 8
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.