

**AGREEMENT**

**Between**

**PORTLAND TERMINAL RAILROAD COMPANY**

**and Its Employees Represented by the**

**BROTHERHOOD OF MAINTENANCE OF WAY**

**EMPLOYEES**

---

**EFFECTIVE SEPTEMBER 1, 2003**

## **ARTICLE I: RULES & WORKING CONDITIONS AGREEMENT**

### **Rule 1. SCOPE**

The rules contained herein shall govern the hours of service, working conditions and rates of pay of employees in the Maintenance of Way Department represented by the Brotherhood of Maintenance of Way Employees listed and described in Rules 4 and 5, respectively.

### **Rule 2. DEPARTMENT**

The Maintenance of Way Department as used herein means the Track Subdepartment and Roadway Equipment Subdepartment as constituted as of the effective date of this Agreement.

### **Rule 3. SUBDEPARTMENTS**

The following subdepartments are hereby established within the Maintenance of Way Department covered by this Agreement:

- (a) Track Subdepartment
- (b) Roadway Equipment Subdepartment

Any subdepartment hereafter established, including groups and classes within such subdepartment, shall be by negotiations and agreement between the parties to this Agreement.

### **Rule 4. SENIORITY GROUPS AND CLASSES**

Seniority groups and classes shall be as follows:

#### **TRACK SUBDEPARTMENT**

- |         |  |
|---------|--|
| Group 1 | (a) Maintenance of Way Foreman<br>(b) Maintenance of Way Assistant Foreman<br>(c) Sectionman |
| Group 2 | (a) Maintenance of Way Welder<br>(b) Maintenance of Way Welder Helper                        |
| Group 3 | (a) Maintenance of Way Power Tool Machine Operator   |

#### **ROADWAY EQUIPMENT SUBDEPARTMENT**

- |         |  |
|---------|--|
| Group 4 | (a) Roadway Equipment Operator<br>(b) Roadway Equipment Helper<br>(c) Truck Operator |
|---------|--|

## Rule 5. CLASSIFICATION OF WORK

Positions will be classified and paid in accordance with work performed in conformity with the classifications listed hereinafter and as established by agreement, rules, and/or traditional practices. New positions which may be subsequently established with classifications identical to or other than those listed which are within the scope of the Organization's representation will be included by agreement between the Manager and/or Officer designated by the Carrier and the General Chairman or his designated representative.

### Section 1. TRACK SUBDEPARTMENT

Construction, maintenance, repair and dismantling of roadway and track, such as rail laying, tie renewals, ballasting, surfacing and lining track, fabrication of track panels, maintaining and renewing frogs, switches, railroad crossing, etc.; repairing existing fences, construction of new fences, ordinary individual repair or replacement of signs, mowing and cleaning right of way/yards, loading, unloading, and handling of track material; operating, maintaining and servicing all equipment and machines incidental to prescribed work herein, and other work incidental thereto; also incidental building and bridge maintenance and repair work such as applying paint to buildings, bridges, signs, markers and miscellaneous structures; road crossing protection, road crossing repair except asphaltting; minor cement/concrete work and other work generally so recognized shall be performed by forces in the Track Subdepartment.

#### GROUP 1:

- (a) MAINTENANCE OF WAY FOREMAN. An employee assigned the duties and responsibilities of supervising construction, maintenance, repair and dismantling of the track structure and roadway as specified above who must have:
- (1) One (1) year of supervisory experience in railroad track maintenance or a combination of supervisory experience in track maintenance and training from a course in track maintenance or from a college level educational program related to track maintenance;
  - (2) Knowledge of the minimum standards and requirements for a safe operating plan as prescribed by the Federal Railroad Administration or like authorized government agency and, if exceeding those standards and requirements, any standards and requirements prescribed by the Carrier;
  - (3) The ability to detect deviations from those standards and requirements;

- (4) The ability to instruct and supervise Maintenance of Way forces in performing appropriate remedial action to correct or safely compensate for those deviations; and
- (5) The ability to fill out and file all necessary reports connected thereto.

(b) MAINTENANCE OF WAY ASSISTANT FOREMAN. An employee assigned to perform any work he is capable of accomplishing in helping a Maintenance of Way Foreman perform his assigned duties and responsibilities.

(c) SECTIONMAN. Employee assigned on section to perform the work of constructing, dismantling, maintaining and repairing roadway and track such as rail laying, tie renewals, ballasting, surfacing and lining track, fabrication of track panels, renewing and adjusting frogs, switches, railroad crossings, signs, fences, etc.; mowing and cleaning right of way/yards, loading, unloading and handling track materials and other work incidental thereto; also, incidental building and bridge maintenance and repair work such as applying paint to buildings, bridges, signs, markers and miscellaneous structures; road crossing protection, road crossing repair except asphaltting; minor cement/concrete work; and other work generally so recognized.

GROUP 2:

(a) MAINTENANCE OF WAY WELDER. Employee assigned to perform welding, burning and cutting in connection with maintenance and repair of damaged, battered, chipped or worn rails, frogs, switches, bridges and similar structures, as well as all appurtenances thereto; minor building repair; and other work generally so recognized.

(b) MAINTENANCE OF WAY WELDER HELPER. Employee assigned to perform any work he is capable of accomplishing in helping a Maintenance of Way Welder.

GROUP 3:

(a) MAINTENANCE OF WAY ROADWAY POWER TOOLS AND MACHINE OPERATOR. An employee assigned to operate, maintain and care for (running repairs and servicing) equipment such as jackhammers, power wrenches, power tampers, spike pullers, spike drivers, track drills, tool grinders, and adzing machines, and similar type machines.

## Section 2. ROADWAY EQUIPMENT SUBDEPARTMENT

### GROUP 4:

- (a) ROADWAY EQUIPMENT OPERATOR. An employee assigned to perform work in connection with the operation, care, maintenance (running repairs) and servicing of roadway equipment (including attachments thereon) assigned to work in the Roadway Equipment Subdepartment such as quickway equipment, tractor loaders, cranes, backhoes, tractors equipped with revolving brooms, tampers, liners, ballast regulators, and similar type equipment.

*Note: In the event of new machines of a different kind or class being brought into the service, the Carrier's Manager and the General Chairman will confer for the purpose of agreeing to rates of pay covering them.*

- (b) ROADWAY EQUIPMENT HELPER. An employee assigned to perform any work he is capable of accomplishing in helping a Roadway Equipment Operator.
- (c) TRUCK OPERATOR. An employee assigned to operate trucks utilized to facilitate the performance of Maintenance of Way work. Must possess normal vehicular operator's license and must be competent in servicing, maintaining and making running repairs to unit. Will be required to perform other work when not engaged in the performance of these duties.

### **Rule 6. LEADING WORKMAN**

- (a) Leading workman assigned as such will be paid six (6) cents per hour over the highest rated employee whom they directly supervise, or if higher, over the established rate of position of employee assigned as leading workman.
- (b) Leading workman may be used only under the supervision of a foreman in connection with small gangs designated by such foreman to perform certain work under the direction of a leading workman, except in cases of recognized agreed-upon practice, such as track welders.
- (c) Position of leading workman will not be established in section gangs or as substitute for section foreman or assistant section foreman.

**Rule 7. BASIS OF PAY** (See Appendix C for "Schedule of Rates of Pay" and "Summary of Terms" of the National Mediation Agreement, Case No. A-13068, Dated May 31, 2001 Between Railroads Represented by the National Carriers' Conference Committee and Employees of such Railroads represented by the Brotherhood of Maintenance of Way Employees.)

- (a) RATES OF PAY. Wage schedule rates of pay for employees covered by this Agreement as of its effective date are as listed in the "Schedule of Rates of Pay" in Appendix C. When rates of pay are revised, copy of the revised wage schedule will be furnished to each of the employees, the Local Chairman and the General Chairman.

(b) RATE PROGRESSION – NEW HIRES.

1. Employees entering the service of the Carrier on positions covered by this agreement will be paid at 90 percent of the applicable rates of pay (including COLA) for the first twelve (12) calendar months of employment and will be paid at 95 percent of the applicable rates of pay (including COLA) for the second twelve (12) calendar months of employment for all service performed on positions covered by this agreement.
2. Employees who have had an employment relationship with the Carrier and are rehired will be paid at the established rates after completion of a total of twenty-four (24) months-combined service.
3. Service in a craft not represented by the Brotherhood of Maintenance of Way Employees will not be considered in determining periods of employment under this rule.
4. 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 Carrier will be covered by this rule. However, such employee 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 year from the date of employment by the Carrier.
5. Employees who are furloughed during the course of any year and are covered by the rate progression provision will be credited with two months of employment for each month in which he performs compensated service as follows:
  - (i) Not more than twelve (12) months of service will be credited in any twelve (12) consecutive month period;
  - (ii) Such employee renders compensated service for a minimum of eighty (80) days before such employee can advance into the next rate progression category; and
  - (iii) An employee cannot advance into the next rate progression category until at least twelve (12) months after establishing seniority or after receiving a rate progression increase under this rule.
6. Any calendar month in which an employee does not render compensated service due to voluntary absence, suspension, or dismissal will not count toward completion of the twenty-four (24) month period.
7. This rule will not apply to Foremen, Mechanics, and production gang members operating heavy, self-propelled equipment that requires skill and experience.

*Note: Generally speaking, those excluded would occupy the highest-rated positions, while those included would occupy lower-rated positions. This rate progression rule will continue to apply, however, to a production gang employee who operates machines that require less skill and experience, such as non self-propelled, hand-held, or portable machines.*

- (c) **RATING POSITIONS.** The rates for new positions established shall be in conformity with the rate of pay for positions of similar character and classification. If there are no positions of similar character and classification in existence at the time the new position is created, the rate of pay will be fixed on the basis of the duties and responsibilities by agreement between the Manager and/or Officer designated by the Carrier and the General Chairman or his designated representative.
- (d) **SHORTAGE IN PAY CHECK.** When time is claimed in writing and such claim disallowed, the employee making the claim shall be notified in writing of the reason for non-allowance. Employees shall receive their pay vouchers at least semi-monthly; if an employee is short an amount equivalent of one (1) day's pay or more, a time voucher will be issued upon his request.
- (e) **TEMPORARY ASSIGNMENTS – COMPOSITE SERVICE.** An employee temporarily assigned four (4) hours or more in one (1) day to work a position with a higher rate of pay, will be allowed the higher rate of pay for the entire day. If temporarily assigned to work a position with a lower rate of pay, his rate of pay will not be reduced. This does not apply in reduction of force.
- (f) **OPTIONAL ALTERNATIVE COMPENSATION.** The Carrier may offer employees, by notice addressed to their designated representative(s), alternative compensation arrangements. Such arrangements may include, for example, stock options, stock grants (including restricted stock), bonus programs based on Carrier performance, and 401 (k) plans. The proposed arrangement(s) may be implemented only by mutual agreement of the Carrier and the General Chairman or a designated officer.

*Note: It is understood that the Carrier cannot be compelled to offer any alternative compensation arrangement, and, conversely, the employee representatives cannot be compelled to agree to any Carrier proposal made under this provision.*

---

## **Rule 8. STARTING TIME AND PLACE**

- (a) The employee's time shall start and end at designated points for each class of employees.
- (b) The starting time of the work period for regularly assigned service will be designated by the supervisory officer of the Carrier and will not be changed without first giving the employee affected thirty-six (36) hours' notice.
- (c) Employees working single shifts, regularly assigned exclusive to day service, will start the work period between 6:00 a.m. and 8:00 a.m.

- (d) For regular operations necessitating working period varying from those fixed for the general forces covered by Section (c) of this rule, the hours of work will be assigned in accordance with the requirements.

#### **Rule 9. HOURS OF SERVICE**

- (a) Eight (8) consecutive hours, exclusive of meal period, shall constitute a day's work, except as otherwise provided in the rule.
- (b) For regular operations requiring continuous hours, eight (8) consecutive hours without meal period may be assigned as constituting a day's work, in which case, not to exceed twenty (20) minutes shall be allowed in which to eat, without deduction in pay.
- (c) When less than eight (8) hours are worked for convenience of the employees, or when regularly assigned for service of less than eight (8) hours on rest days and holidays, or when, due to inclement weather, interruptions occur to regularly established work periods preventing eight (8) hours' work, only actual hours worked or held on duty will be paid for, except as provided in these rules.
- (d) Roadway equipment operators and sectionmen are required to report at the usual starting time and place for the day's work, and when conditions prevent work being performed, shall be allowed a minimum of three (3) hours. If held on duty over three (3) hours, actual time on duty will be paid.
- (e) Regularly established working hours will not be reduced below eight (8) hours per day or the days per week below five (5) days in order to avoid making force reductions, except that the number of days may be reduced in a week in which holidays occur by the number of such holidays, and the number of days may be reduced in a week due to force reductions to the number of days actually worked by employees cut off or furloughed in such force reductions.

#### **Rule 10. MEAL PERIOD**

- (a) Where a meal period is allowed, it will be between the ending of the fourth hour and the beginning of the seventh hour after starting work, and unless acceptable to a majority of the employees affected, the meal period shall not be less than thirty (30) minutes or more than one (1) hour.
- (b) If the meal period is not afforded within the allowed or agreed time limits and is worked, the meal period shall be paid for at the pro rata rate, and twenty (20) minutes with pay in which to eat shall be afforded at the first opportunity.
- (c) If the twenty (20) minute meal period as specified in Section (b) of this rule is not afforded within the regular hours of assignment, the meal period shall be paid for at the overtime rate.



- (d) When the starting time of employees is changed in accordance with the provisions of Rule 8, a corresponding change will be made in the regular assigned meal period.
- (e) When employees are required for overtime service, they will be accorded subsequent meal periods as specified hereinafter:
1. Employees required to work overtime following and continuous with their regularly assigned hours shall be accorded a meal period during said overtime service within six (6) hours from the end of the regularly scheduled meal period. No meal period need be allowed when employees are released from work and returned to their home station within three (3) hours after their assigned quitting time. Subsequent meal periods shall be after their assigned quitting time. Subsequent meal periods shall be granted at six (6) hour intervals with it being understood the six (6) hour interval period would begin to toll at the end of the last meal period allowed.
  2. Employees called to work overtime pursuant to Rule 12 shall be allowed a meal period within or immediately following six (6) hours of continuous duty unless released from work and returned to their home station within said six (6) hour period. Subsequent meal periods shall be granted at six (6) hour intervals, with it being understood the six (6) hour interval period would begin to toll at the end of the last meal period allowed.
  3. It is understood that "end of the last meal period allowed" as referred to in Subsections 1 and 2 above is considered to be the time the employees return to work/duty.
  4. Advising of Meal Period:
    - (i) Where the employees are under the supervision of a gang foreman, it shall be that foreman's responsibility to see that the employees under his supervision are accorded meal periods.
    - (ii) In the event the employees are working under the supervision of an employee superior to the gang foreman, it shall be the responsibility of the foreman to advise the supervisor when the employees on that gang are due for a meal period as prescribed by this rule, before going into penalty time.
  5. The Carrier shall furnish meals at no cost to the employee or reimburse said employee for the cost thereof, provided, however, if an employee is called for overtime work at least two (2) hours in advance of the time required to report, it shall be the employee's responsibility to carry a lunch or provide the first meal. The Carrier will make every effort, if possible, to provide wholesome meals and sanitary conditions for the employees during the referred to meal periods.
  6. In the event a meal period is not afforded at the designated time, the employees will be compensated at double their existing rate of pay from that time until such

time as they are accorded a meal period; there shall, however, be no compounding of the penalty payments provided herein.

7. No employee shall be requested, required or permitted to deviate from the provisions of this rule.

#### **Rule 11. 40-HOUR WORK WEEK**

There will be established for all employees, subject to the exceptions contained in this rule, a work week of forty (40) hours, consisting of five (5) days of eight (8) hours each, with two (2) consecutive days off in each seven (7). The work weeks may be staggered in accordance with the Carrier's operational requirements and so far as practicable the days off shall be Saturday and Sunday. The foregoing Work Week Rule is subject to the provisions of this agreement as follows:

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

- (a) **FIVE-DAY POSITIONS.** On positions the duties of which can reasonably be met in five (5) days, the days off will be Saturday and Sunday.
- (b) **SIX-DAY POSITIONS.** Where the nature of the work is such that employees will be needed six (6) days each week, the rest days will be either Saturday and Sunday or Sunday and Monday.
- (c) **SEVEN-DAY POSITIONS.** On positions, which have been filled seven (7) days per week, any two (2) consecutive days may be the rest days with the presumption in favor of Saturday or Sunday.
- (d) **REGULAR RELIEF ASSIGNMENTS.** All possible regular relief assignments with five (5) days of work and two (2) consecutive rest days will be established to do the work necessary on rest days of assignments in six (6) or seven (7) day 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 individual agreements. Where no guarantee rule now exists, such relief assignments will not be required to have five (5) days of work per week.

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.

- (e) **DEVIATION FROM MONDAY-FRIDAY WORK WEEK.** If in positions or work extending over a period of five (5) days per week, an operational problem arises which the Carrier contends cannot be met under the provisions of Section (a) of this rule, and requires that some of such employees work Tuesday through Saturday instead of Monday through Friday, and the employees contend the contrary, and if the parties fail to agree thereon and the Carrier nevertheless puts such assignments into

effect, the dispute may be processed as a grievance or claim pursuant to the provisions of this Agreement. Due to the operational requirements of the Carrier, the following has to be agreed to:

1. Welding and Section Gangs employed by the Carrier will, September 1, 1949 be assigned to a work week Monday through Friday, except hereinafter provided.
  2. On and after September 1, 1949 a small section gang not to exceed 2 percent of this Carrier's active section forces exclusive of Welding Gangs, may be assigned to a work week Tuesday through Saturday under Article II, Section I, (a), (b), and (f) of Chicago Agreement of March 19, 1949 without the necessity of relieving such employees on Saturdays.
  3. This agreement shall not be considered as a waiver of the rights of either party hereto in respect to said Chicago Agreement of March 1, 1949 and its incorporation into the current working agreement.
- (f) NONCONSECUTIVE REST DAYS. The typical work week is to be one with two (2) consecutive days off and it is the Carriers' obligation to grant this. Therefore when the operating problem is met which may affect the consecutiveness of the rest days of positions or assignments covered by this rule under Sections (b), (c) and (d), the following procedure shall be used:
1. All possible regular relief positions shall be established pursuant to Section (d) 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, there still remains service which can only be performed by requiring employees to work in excess of five (5) days per week, the number of regular assignments necessary to avoid this may be made with two (2) 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 such assignments, the Carrier may nevertheless put the assignments into effect subject to the right of employees to process the dispute as a grievance or claim under applicable rules of this Agreement, and in such proceedings, the burden will be on the Carrier to prove that its operational requirements would be impaired if it did not split the rest days in questions and that this could be avoided only by working certain employees in excess of five (5) days per week.
- (g) **BEGINNING OF WORK WEEK.** The term "work week" for 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 (7) consecutive days starting with Monday.
- (h) **REST DAY OF EXTRA OR FURLOUGHED EMPLOYEES.** To the extent extra or furloughed men may be utilized 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 of that assignment.
- (i) **GUARANTEE.** Nothing herein shall require that any position shall be filled any specific number of days per week nor shall constitute a guarantee of any certain number of days per week, nor change any rules with respect to guarantees, except as provided in Rule 12.
- (j) **WORK ON UNASSIGNED DAYS.** Where work is required by the Carrier 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 forty (40) hours of work that week; in all other cases by the regular employees.
- (k) **ALTERNATIVE WORK WEEK AND REST DAYS.** *(From Article X of 1992 National Mediation Agreement)*
1. Production crews\* may be established consisting of five (5) eight (8) hour days followed by two (2) consecutive rest days. One of those rest days shall be either a Saturday or a Sunday, and both weekend days shall be designated as rest days where there is no need for weekend work.
  2. Production crews\* may be established consisting of four (4) ten (10) hour days, followed by three (3) consecutive rest days, in lieu of five (5) eight (8) hour days. The rest days of such compressed work week will include either Saturday or Sunday. However, where there is no Carrier need for weekend work, production crews will be given both weekend days as rest days.
  3. Nothing in this Section (k) is intended to restrict any of the existing rights of the Carrier.

*Note: \*A Production gang or crew is defined as a mobile and mechanized gang consisting of ten (10) or more employees. Production crews include locally based supporting BMWF forces whose assignment is associated with that of a production crew to the extent that a different work week or rest days for such crews, on the one hand, and such supporting forces, on the other, would delay the work or otherwise interfere with its orderly progress.*

## Rule 12. OVERTIME SERVICE

- (a) COMPUTATION. Time worked preceding or following and continuous with the regular eight (8) hour assignment shall be computed on an actual minute basis and paid for at time and one-half rate with double time applying after sixteen (16) hours of continuous service, until relieved from service and afforded an opportunity for eight (8) or more hours off duty.

In recognition of the fact that Maintenance of Way Foremen are authorized to perform clerical work such as making out necessary reports and payrolls as well as studying prints and standards during the regular hours of assignment, such employees shall not be compensated for performing such duties during recognized overtime hours.

- (b) NEW EMPLOYEES. In the application of Section (a) of this rule, the regular assigned eight (8) hour work period of new employees temporarily brought into service in emergencies shall be considered as of the time they commence work.
- (c) CALLS. Employees notified or called to perform services not continuous with regular work assignment, on rest days, or on one of the designated holidays, will be paid a minimum of three (3) hours at the time and one-half rate for three (3) hours of service or less. If the service for which called extends beyond the minimum of three (3) hours, employees will be paid at the overtime rates, as specified in Section (a) of this rule until relieved from service and afforded an opportunity for eight (8) or more hours off duty. In the application of this section, the starting time will commence as of the time they report at their regular assembly point.
- (d) CONTINUITY OF SERVICE. For purposes of computing sixteen (16) hours of continuous service, as referred to in this rule, actual time worked shall be counted from time last placed on duty exclusive of the meal period granted during regular assigned hours and emergency calls of three (3) hours paid for under Section (c) of this rule after last being relieved for eight (8) consecutive hours time off duty.
- (e) INAPPLICABLE. Work in excess of forty (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 the rest days are being accumulated.

Employees worked more than five (5) 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 weeks, 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.

There shall be no overtime on overtime, neither shall overtime hours paid for other than hours not in excess of eight (8) paid for at overtime rates on holidays or for changing shifts be utilized in computing the forty (40) hours per week, nor shall time

paid for in the nature of arbitraries or special allowances such as attending court, 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) **SUSPENDING WORK.** Employees shall not be required to suspend work during the regular hours of assignment of a workday for the purpose of absorbing overtime. In the case of employees required to work continuously from one regular work period to another, relief from work during the second regular work period will not be considered as suspension of work during regular assigned work period for the purpose of absorbing overtime. Except as provided in this Section (f), nothing contained in the provisions of this Agreement shall require that an employee be retained on duty at the punitive rate after having performed sixteen (16) hours of continuous service. Employees relieved from service for the purpose of rest who have had eight (8) hours or more off duty prior to the beginning of their starting time, shall be required to report for duty commencing with the time of their assignment.
- (g) **AUTHORIZATION.** No overtime shall be worked without proper authority from the Carrier except in case of emergency where advance authorization is not obtainable.
- (h) **SPECIAL WORK.** Where special work is performed outside of regular work period and extra compensation is mutually agreed upon by the Carrier's Manager and the General Chairman, overtime will not apply.
- (i) **UNAVAILABLE.** Employees who desire to leave their headquarters or home station, will, if instructed to do so due to anticipated emergency conditions, notify their foreman or supervisor that they will be away and the approximate length of time and, if possible, where they may be contacted.
- (j) **RELEASED.** When an employee is released from duty away from his assembly point, such release shall be at a point where meals and lodging are available.
- (k) **PERFORMANCE.** In the performance of overtime work on unassigned days, ~~employees regularly assigned to work in a higher seniority class will not be permitted to displace employees regularly assigned to work in a lower class.~~
- (l) **OBLIGATION.** In order to insure the health and safety of employees, particularly when working under emergency conditions, it shall be the obligation of the employee, when possible, to apprise his foreman or supervisor when he has completed sixteen (16) hours of continuous service.

### **Rule 13. BULLETINING POSITIONS**

- (a) All new positions or vacancies of thirty (30) days or more duration, will be promptly bulletined on bulletin boards accessible to all employees. Bulletin will show location, descriptive title, and rate of pay.

- (b) Employees, whether furloughed or actively employed, desiring bulletined positions shall file their application with the Carrier officer whose name appears on the bulletin within five (5) calendar days from the date of the bulletin. Copies of the advertisement bulletins shall be sent to all furloughed employees for consideration. The senior qualified applicant will be assigned thereto and his name will be posted within five (5) days from the date the bulletin closed. Copy of the bulletin and notices of assignment will be furnished the General Chairman and Local Chairman.
- (c) When no bids are received from employees retaining seniority in the class, the vacancy or new position will be filled in the following order:
  - 1. In accordance with the provisions of Rule 14 ;
  - 2. The junior unassigned qualified employee of the class, who is furloughed;
  - 3. The junior qualified employee of the class, who is regularly assigned in a lower class.
- (d) New positions or vacancies of less than thirty (30) days' duration shall be considered temporary and may be filled without bulletining. The senior available qualified employee may be placed on such temporary position that is not bulletined, and in the event it later develops that the position will be continued in excess of thirty (30) days, it will be bulletined and the senior qualified applicant assigned. An employee placed on a position, which is not bulletined in accordance with this rule, may be displaced by a senior qualified applicant.
- (e) When more than one vacancy or new position is bulletined at the same time, employees shall have the right to bid on any or all of the bulletined positions stating preference.

#### **Rule 14. PROMOTION**

- (a) Promotion shall be based on ability, qualifications and capacity for greater responsibility, and where these requirements are sufficient, seniority shall prevail.
- (b) Positions of foreman and supervisors will be filled by promotion of available "qualified" employees. Positions of foreman or supervisors, or other positions that are not filled through bulletining to employees in seniority class, will be filled from available "qualified" employees in the other classes of the seniority group, and in the event not so filled, will be filled from available "qualified" employees in the other groups, and where ability and qualifications are sufficient, seniority shall prevail. The Carrier's Manager to be the judge with respect to positions covered by this section.
- (c) Non-employees will not be hired for positions for which "qualified" employees who have maintained their service relationship with the Carrier are available.

- (d) Employees promoted to the position of Maintenance of Way Foreman shall be subject to the qualifying procedures set forth below:
1. The Carrier's Manager, with the assistance of the General Chairman, will prescribe a uniform examination procedure and questionnaire which will address the physical, educational and practical maintenance qualifications and supervisory ability of employees tentatively promoted to the position of Maintenance of Way Foreman.
  2. The Carrier will furnish the promoted employee a book of Maintenance of Way Rules and other necessary materials for which the employee will be given the Foreman's examination as soon as arrangements can be made. An employee who passes this examination shall be given a certificate of examination and afforded thirty (30) working days of actual experience on the assignment in question to demonstrate qualifications. If, at the expiration of that period, the employee is found to be qualified, the employee will be given a certificate of qualification as a foreman. If the employee fails to pass the examination or demonstrate sufficient qualifications during the thirty (30) day period of actual experience, the employee will be disqualified in accordance with Rule 15.
  3. If a senior applicant for the Maintenance of Way Foreman position wishes to protest the promotion of a junior applicant to that position, a written protest must be presented to the Carrier's Manager within ten (10) calendar days of the date of the assignment. Upon receipt of the protest, the Carrier will furnish the employee a book of Maintenance of Way Rules and other necessary materials for which the employee will be given the Foreman's examination referred to in Subsection (2) of this section as soon as arrangements can be made. If the employee passes this examination, said employee will be given a certificate of examination and afforded thirty (30) working days of actual experience on the assignment in question to demonstrate qualifications. If, at the expiration of that period, the employee is found to be qualified, the employee will be given a certificate of qualification as a foreman with an applicable seniority date and a senior ranking to the junior employee initially assigned. If the employee fails to pass the examination or demonstrate sufficient qualifications during the thirty (30) day period of actual experience, the protest will be deemed meritless and due no further consideration.
  4. An employee under Subsection 2 or Subsection 3 of this section who fails to satisfactorily demonstrate physical, educational, practical maintenance qualifications and supervisory abilities, shall not be privileged to again make application for promotion to a foreman position for a period of one (1) year unless mutually agreed to by the Carrier's Manager and the General Chairman. Furthermore, an employee who has failed to satisfactorily demonstrate these physical, educational, practical maintenance qualifications and supervisory abilities under this section on more than two (2) occasions shall not be considered for promotion to a foreman position in the future unless mutually agreed to by the Carrier's Manager and the General Chairman.



## **Rule 15. QUALIFYING PERIOD**

- (a) An employee who accepts promotion, or who is assigned to a bulletined position, or who makes a displacement, will be given thirty (30) working days in which to demonstrate his ability to meet the practical requirements of the position.
- (b) If such employee fails to meet the requirements of the position by the expiration of thirty (30) working days, or, if it is definitely determined in less than thirty (30) working days, through hearing if desired, that the employee cannot qualify for the position, he shall vacate same, and may return to his former position if same still exists and is assigned to or held by a junior employee. If a senior employee has exercised seniority rights on the former position of such disqualified employee, except as provided in Rule 13, the disqualified employee may exercise his seniority as provided in Rule 20.
- (c) **NEW EMPLOYEES:** Applications for employment will be rejected within sixty (60) calendar days after seniority date is established, or applicant shall be considered accepted. Applications rejected by the Carrier must be declined in writing to the applicant. An employee who has been accepted for employment in accordance with this provision will not be terminated or disciplined by the Carrier for furnishing incorrect information in connection with an application for employment or for withholding information therefrom unless the information involved was of such a nature that the employee would not have been hired if the Carrier had timely knowledge of it.

## **Rule 16. SENIORITY**

- (a) Seniority of new employees hired in the lowest class of the group will begin with the date their pay starts.
- (b) Seniority of new employees hired in the higher classes of the group will begin with the date assigned by bulletin and ranked with others in the order of their length of service.
- (c) An employee assigned to a bulletined position in any of the higher classes of a seniority group in which he does not hold seniority, will thereby establish the same seniority date in all of the lower classes of such seniority group.
- (d) An employee who does not hold seniority as a sectionman, assigned to a position of foreman, assistant foreman, track welder, track welder helper, or power tool machine operator will be accorded the same seniority date on the seniority roster of sectionman.
- (e) An employee promoted to a bulletined position who fails to qualify thereon within thirty (30) working days will not acquire a seniority date as a result of filling such position.

- (f) ENTERING SERVICE SAME TIME. Where two or more employees enter the service on the same day or are assigned by bulletin on the same day in the same class, their numerical listing on the seniority roster will be determined in the following order:
1. Seniority in the group involved; or
  2. Seniority in the subdepartment involved; or,
  3. Service date in the Maintenance of Way Department; or
  4. Relative age of the employees involved by ranking the eldest employee senior.
- (g) Employees voluntarily leaving the service will, if they re-enter, be considered as new employees.
- (h) Except as otherwise provided in these rules, seniority rights of employees may be exercised only when new positions are established, vacancies occur, employees are displaced, and/or forces are reduced in accordance with Rule 20.
- (i) Employees exercising their seniority rights will do so without expense to the Carrier.
- (j) Employees absenting themselves from their assignments for five (5) consecutive working days without proper authority shall be considered as voluntarily forfeiting their seniority rights and employment relationship, unless justifiable reason is shown as to why proper authority was not obtained.
- (k) SENIORITY ROSTERS.
1. Seniority rosters will be prepared by classes and will show the names and seniority dates of employees in each seniority class of each seniority group. Seniority rosters will be brought up-to-date and posted in January of each year at places accessible to employees affected.
  2. Prior to posting, seniority rosters will be approved by the Carrier's Manager and the General Chairman, or other authorized representatives, and will be open for correction for sixty (60) days from date posted. Upon receipt of proof of error, correction will be made by agreement between the officers named herein and seniority dates so established will not be subject to further protest.
  3. After a date has appeared on two (2) consecutive seniority rosters without protest, such date will not be open to further protest.

#### **Rule 17. RETENTION OF SENIORITY**

- (a) Employees promoted from one seniority class to another, in the same or another seniority group, will retain and continue to accumulate seniority in the seniority class from which promoted.

- (b) An employee who accepts a bulletined position of a higher rate of pay in another seniority group will establish seniority in the seniority class and all lower seniority classes of such other group and will retain and continue to accumulate seniority in the seniority group from which he came.
- (c) A regularly assigned employee may apply for and accept a bulletined assignment in a lower class without forfeiture of seniority to establish seniority and/or qualifications. Unless otherwise agreed by the Carrier's Manager and General Chairman, an employee who applies for and accepts a bulletined assignment in another class to establish seniority and/or qualifications will remain in the assignment involved for a period of not less than thirty (30) working days except in those instances where the employee is disqualified, recalled to a higher class, or the position is abolished or acquired by a senior employee in the exercise of displacement rights in which event the employee may exercise seniority pursuant to Rule 20.
- (d) Except as otherwise provided in this Agreement, an employee who applies for and receives a bulletined assignment in a lower class for reasons other than the establishment of seniority and/or qualifications, will forfeit seniority in the class vacated. EXCEPTION: Employees who apply for and accept assignments as a foreman or an assistant foreman will be excluded from the forfeiture of seniority provisions of this section.
- (e) Employees who relinquish their seniority in the class in which working will be considered furloughed with no displacement rights and eligible to return to service in other classes in which seniority is held at the first opportunity pursuant to the bulletining and recall provisions of this Agreement.
- (f) Employees holding seniority under this Agreement who are temporarily employed in other positions in the service of the Carrier not included within the scope of this Agreement, may, with the approval of the Carrier's Manager and the General Chairman, retain and accumulate seniority in the Maintenance of Way Department.
- (g) ~~Employees assigned to temporary service will, when released, return to their former positions provided they have not been acquired by senior employees in the exercise of displacement rights or abolished, in which event the employee may exercise seniority pursuant to Rule 20.~~
- (h) Employees may, when protected by a leave of absence approved by the Carrier's Manager and the General Chairman, apply for and receive a bulletined assignment in a lower class for reasons other than the establishment of seniority and/or qualifications without forfeiture of seniority and/or qualifications. Such leave will specify the reason therefor.
- (i) Employees who have been disqualified by written notice from a position (other than medical disqualification) may accept furlough in accordance with Rule 20 or may exercise any seniority rights in the class or succeeding lower classes in which seniority and qualifications are held. Employees thus affected will retain their name

and seniority date on the applicable seniority rosters with the appropriate comment "disqualified" until such time as the disqualification may be revoked. An employee who is disqualified may request a conference in accordance with Rule 32.

- (j) Except as otherwise provided in this Agreement, an employee may establish and retain seniority in all subdepartments covered under this Agreement.
- (k) The seniority of any employee whose seniority is established after October 17, 1986 and who is furloughed for 365 consecutive days will be terminated if such employee has less than three (3) years' 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.
- (l) Employees regularly assigned to a lower class who are recalled to a higher seniority class must return to such higher class at the first opportunity or forfeit seniority therein. Such employees will be released to report to the higher class position on the first day of the assignment's regular work week or as soon as provisions can be made, but, in no event, shall the employee be held on the former position for more than ten (10) calendar days from date of assignment.
- (m) Furloughed employees must return to service in the seniority class in which recalled within seven (7) calendar days after receiving a recall notice in writing by certified mail at the last address of record. Provided no extension of time is agreed to by the Carrier's Manager and the General Chairman, an employee's failure to report within these time limits will result in the forfeiture of all seniority in the Maintenance of Way Department, unless satisfactory reason for not reporting in a timely fashion is given. Satisfactory reason for failing to report has reference to sickness or other reasons over which the employee has no control.
- (n) PROMOTION TO OFFICIAL POSITIONS.
  - 1. Employees promoted to official, supervisory or excepted positions, whether with the Carrier or the Organization, shall retain and continue to accumulate seniority rights.
  - 2. Employees promoted to official, supervisory or excepted positions with the Carrier shall be required to pay an appropriate monthly fee to the Organization, as designated by the Organization, not to exceed the monthly union dues, in order to retain and continue to accumulate seniority rights. Such promoted personnel whose payments become delinquent shall be given written notice by the General Chairman of the amount due and ninety (90) calendar days from the date of receipt of such notice to eliminate the delinquency in order to avoid the forfeiture of seniority.
  - 3. Employees retaining seniority who vacate an official, supervisory or excepted position for any reason, whether with the Carrier or the Organization, may return to their former position or may exercise seniority rights over any junior employee who is holding a position that has been bulletined during their absence, except

that if the employee's former position has been abolished or has been acquired by a senior employee through the exercise of displacement rights, the returning employee may then exercise seniority rights over junior employees as provided in Rule 20. Employees desiring to return from official, supervisory or excepted positions must give the Carrier and the General Chairman five (5) calendar day's advance written notice before returning.

4. Unless agreed to otherwise by the Carrier's Manager and the General Chairman, the returning employee shall have no more than sixty (60) calendar days after being released to get affairs in order and return as specified herein. Returning employees who fail to return to service within said time limit or who are unable to do so, shall be considered furloughed.

*Question 1. Will employees promoted to a Carrier officer position be required to pay a fee in lieu of dues in order to retain seniority in the BMWWE craft? Answer: Yes. If they elect not to pay the fee, their BMWWE seniority will be relinquished in all classifications.*

*Question 2. How will the amount of the monthly fee to be charged in lieu of dues be determined? Answer: The amount of the monthly fee in lieu of dues should be equal to the combined total of Lodge, System and Grand Lodge dues, exclusive of special assessment(s).*

*Question 3. Once a Carrier officer elects not to pay the appropriate monthly fee, can that officer change his mind and start paying the fee at a future date to accumulate additional seniority in the BMWWE craft? Answer: No. Payments will not be accepted by the BMWWE from a Carrier officer who has elected not to pay the monthly fee within the time period allowed for beginning such payments.*

*Question 4. Are BMWWE employees, who are promoted to Carrier officer positions and who maintain the fee as stipulated, eligible to participate at lodge meetings or take part in transacting BMWWE business? Answer: No.*

*Question 5. If a Carrier officer is released from his position and is unable to return to a BMWWE Scope-covered position as a result of not possessing sufficient seniority to hold a position in his craft, will he be required to pay the referred to fee or a normal dues payment in order to retain his seniority? Answer: No.*

---

## **Rule 18. PHYSICAL DISQUALIFICATION**

- (a) **DISQUALIFICATION.** When an employee is withheld from duty because of his physical or mental condition, the employee or his duly accredited representatives may, upon presentation of a dissenting opinion as to the employee's physical or mental condition by a competent physician, make written request upon the Carrier's Manager for a Medical Board.
- (b) **MEDICAL BOARD.** The Carrier and the employee shall each select a physician to represent them, each notifying the other of the name and address of the physician selected. These two (2) physicians shall appoint a third neutral physician, who shall be a specialist on the disability from which the employee is alleged to be suffering.

- (c) **MEDICAL FINDINGS.** The Medical Board thus constituted will make an examination of the employee. After completion they shall make a full report in duplicate, one copy to the Carrier and one copy to the employee. The decision of the Medical Board on the condition of the employee shall be final.
- (d) **EXPENSE OF MEDICAL BOARD.** The Carrier and the employee shall each defray the expenses of their appointee and shall each pay one-half of the fee and expenses of the third neutral physician.
- (e) **COMPENSATION.** If there is any question as to whether there was any justification for restricting the employee's service or removing him from service at the time of his disqualification by the Carrier doctor, the original medical findings which disclose the employee's condition at the time disqualified shall specify whether or not, in his opinion, there was justification for the original disqualification. The opinion of the neutral doctor shall be accepted by both parties in settlement of this particular feature. If it is concluded that the disqualification was improper, the employee will be compensated for actual loss of earnings, if any, resulting from such restrictions or removal from service incident to his disqualification, but not retroactive beyond the date of the request made under Section (a) of this rule.
- (f) **RECONSIDERATION.** The foregoing should not be construed as affecting or nullifying the Carrier's right and obligation to establish and maintain reasonable physical and mental standards which each employee must meet to remain in service nor will the foregoing affect the employee's right to request further consideration of any improved physical or mental health condition. Such further consideration will not be made more often than at six (6) months intervals. In the event an employee has previously been examined by a Medical Board in accordance with Section (b) of this rule, it will be necessary that he present reasonable evidence of his physical or mental condition having improved since said examination before being given further consideration under the provisions of this rule.
- (g) **EXERCISING SENIORITY RIGHTS:** Employees who have been disqualified because of physical or mental conditions, who have the physical and mental ability to work positions in other seniority classes, may exercise seniority rights in any class in which seniority and qualifications are held. Employees who do not desire to exercise seniority rights will be considered on a medical leave of absence until released by the Carrier's Medical Review Officer.

#### **Rule 19. PHYSICAL EXAMINATION**

The Carrier will bear the expense of physical examinations of applicants of the classes included in this Agreement who are required under the Carrier's rules to undergo a physical examination to determine their fitness for the work required, and/or to protect the health and safety of other employees.

## Rule 20. REDUCTION IN FORCE

- (a) Except as provided in Sections (b) and (c) of this rule, force reductions shall not be made nor will positions be abolished until the employees affected have been given five (5) working days' advance notice. Such notices may only be given by an appropriate Carrier officer and, if given orally, written confirmation of same will be promptly furnished and, in any event, before the employees are released. Job abolishment notices will show job number, classification affected, incumbent's name, incumbent's Carrier employee number and copy of same shall be forwarded immediately to the Organization's General Chairman and Local Chairman.
- (b) Rules, agreements or practices, however established, that require advance notice before positions are temporarily abolished or forces are temporarily reduced are hereby modified so as not to require advance notice where a suspension of Carrier's operations, in whole or in part, is due to a labor dispute between the Carrier and any of its employees.
- (c) Except as provided in Section (b) of this rule, agreements or practices, however established, that require advance notice to employees before temporarily abolishing positions or making temporary force reductions are hereby modified to eliminate any requirement for such notice under emergency conditions, such as flood, snowstorm, hurricane, tornado, earthquake, fire, or a labor dispute other than as defined in Section (b) hereof, provided that such conditions result in suspension of Carrier's operations 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 work 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 existing rules.
- (d) When forces are reduced or positions are abolished, seniority will govern, and ~~employees affected thereby may displace junior employees in any seniority class in which seniority is held.~~ Employees must exercise seniority within ten (10) calendar days from date of displacement unless extension of time is agreed to by the Carrier's Manager and the General Chairman. Identification of the position to which the displaced employee intends to exercise displacement rights must also be given to the appropriate Carrier officer.
- (e) Employees who do not elect to remain in service through the exercise of displacement rights or who are unable to do so shall be furloughed. In order to be eligible for recall and in order to avoid any forfeiture of seniority under recall provisions, employees must have on file with the Carrier at all times a current address. Each employee retaining seniority on the Maintenance of Way rosters must advise the Carrier's Manager of any change in their current mailing address. Advice of any change in address must be transmitted via U.S. mail within ten (10) days of the change to:

Portland Terminal Railroad Company  
Attn: Manager  
3500 NW Yeon Avenue  
Portland, OR 97210

Copy of such notice of change should also be furnished to the Organization's General Chairman at the following address:

Brotherhood of Maintenance of Way Employees  
Attn: General Chairman  
P.O. Box 850  
Lyman, WY 82937

All notices of recall will be transmitted to the last address of record. Employees failing to respond to recall letters transmitted via certified mail to the last address of record will be subject to the seniority forfeiture provisions in Rule 17 (m) of this Agreement.

- (f) Employees will not be permitted to displace junior employees during the regularly assigned work period of the employee being displaced.
- (g) After an abolishment notice has been issued, the Carrier will be privileged to continue to work abolished forces for up to and including three (3) consecutive workdays following the effective date of the abolishment notice. If the abolished forces are worked beyond the three (3) day grace period, the Carrier will issue a new five (5) day abolishment or force reduction notice. Employees will be provided minimum of twenty-four (24) hours' notice when it is the Carrier's intent to work abolished forces past the effective date of the abolishment.
- (h) In the event a displaced employee immediately requests and is authorized vacation time in lieu of exercising displacing rights prior to being released on the effective date of the abolishment notice, the ten (10) day time limit period for the exercise of displacement rights will commence at the expiration of the employee's vacation period.

**Rule 21. VACATIONS** *(See Appendix A "Synthesis of National Vacation Agreement" attached hereto and made a part hereof.)*

- (a) VACATION ELIGIBILITY. Employees shall be granted vacations with pay or payment in lieu thereof whose eligibility has been established in accordance with the provisions of the National Vacation Agreement of December 17, 1941 and amendments thereto provided in subsequent National Agreements.
- (b) Employees having laid off for any reason a sufficient number of days to cover a weekly vacation period, may designate same as vacation, subject to the approval of the Manager of the Company.



- (c) **VACATION SCHEDULES.** Vacation schedules will be prepared annually each January. Copies of approved schedules will be available to the employees affected and a copy will likewise be furnished to the General Chairman and Local Chairman involved.
- (d) **CHANGES IN SCHEDULED VACATIONS:** Employees who desire to advance or defer the scheduled vacation period must submit a request in writing, at least five (5) calendar days in advance, to a Carrier Officer and receive written approval by such Officer for same. Vacation schedules, as outlined in Section (c) of this rule will be adhered to as far as practicable. Less restrictive time limit provisions may be applied under special circumstances, but must be approved by the Carrier Officer.
- (e) For single vacation days, employees must submit request in writing at least forty-eight (48) hours in advance to a Carrier officer and receive written approval by such officer for same. Requests for a weekly period of vacation will be given priority and approval over requests for less than five (5) consecutive workdays of vacation, regardless of seniority.
- (f) Effective January 1, 2002 a full time official of the Brotherhood of Maintenance of Way Employees who returns to active service with the Carrier will receive credit, for the purpose of the continuous service qualification requirements for an annual vacation under applicable vacation rules, for all service time as a full time BMW Official while on leave from the Carrier.

**Rule 22. HOLIDAYS** *(See Appendix B "Synthesis of National Holiday Agreement" attached hereto and made a part hereof.)*

- (a) **HOLIDAY ALLOWANCE.** Subject to the qualifying requirements of the holiday provisions of the National Mediation Agreement of August 21, 1954 and subsequent amendments thereto, each employee whose eligibility has been established in accordance with the provisions thereof shall receive eight (8) hours pay at the pro rata hourly rate of the applicable position to which assigned for each of the specified holidays listed in the National Holiday Agreement, Appendix B, as amended.
- (b) **HOLIDAY SERVICE.** Employees required to perform work on any of the specified holidays shall be compensated at the rate of time and one-half as provided in Rule 12.

**Rule 23. PAID PERSONAL LEAVE DAYS**

- (a) A maximum of two (2) days of personal leave will be provided on the following basis:
  - 1. 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 (1) day of personal leave in subsequent calendar years.

2. 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 (2) days of personal leave in subsequent calendar years.
- (b) Paid personal leave days provided in this rule may be taken upon forty-eight (48) hours' advance notice from the employee to a Carrier officer, provided, however, such days may be taken only when consistent with the requirements of the Carrier's service. It is not intended that this condition prevent an eligible employee from receiving paid 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 paid personal leave days before the end of that year.
  - (c) Personal leave days provided in this rule will be paid for at the regular rate of the employee's position or the protected rate, whichever is higher.
  - (d) The paid personal leave days provided in this rule will be forfeited if not taken during each calendar year.
  - (e) The workday immediately preceding or following the paid personal leave day under this rule is considered as the qualifying day for holiday purposes.
  - (f) The Carrier shall have the option to fill or not fill the position of an employee who is absent on a paid personal leave day. If the vacant position is filled, the rules of this Agreement applicable thereto will apply. The Carrier will have the right to distribute work on a position vacated among other employees covered by this Agreement.
  - (g) The following examples are intended to demonstrate the intention of the parties concerning application of the qualifying requirements set forth in Article X – Personal Leave of the December 11, 1981 National Agreement:

*Example No. 1: Employee "A" was hired during the calendar year 1974 and rendered compensated service on a sufficient number of days in such year to qualify for a vacation in the year 1975. He also rendered compensated service on the required number of days in the years 1976 through 1981, but not during the year 1975. This employee would not be entitled to one day of personal leave in the year 1982 because of not having met the qualifying vacation requirements during eight calendar years prior to January 1, 1982.*

*Example No. 2: Employee "B" also was hired during the calendar year 1974 and rendered compensated service on a sufficient number of days in such year to qualify for a vacation in the year 1975. He also rendered compensated service on the required number of days in each of the years 1975 through 1981. This employee would be entitled to one day of personal leave in the year 1982 by virtue of having met the qualifying vacation requirements during eight calendar years prior to January 1, 1982.*

*Example No. 3: Employee "C" was hired during the calendar year 1973 and rendered compensated service on a sufficient number of days in such year to qualify for a vacation in the year 1974. He also rendered compensated service on the required number of days in each of the years 1974 through 1980, but not during the year 1981. This employee, despite the fact that he did not render compensated service on the required number of days in the year 1981, would be entitled to one day of personal leave in the year 1982 by virtue of having met the qualifying vacation requirements during eight calendar years prior to January 1, 1982.*

## Rule 24. LEAVE OF ABSENCE

- (a) A request for a leave of absence of five (5) consecutive work days or less duration need not be made in writing, but employees desiring such a leave of absence must secure approval from a Carrier officer. A request for a leave of absence in excess of five (5) consecutive work days must be made in writing to the Carrier's Manager or his designated representative and written approval received from such officer.
- (b) Employees granted a leave of absence in writing by proper authority of the Carrier will retain their seniority. Employees failing to return before the expiration of their leave of absence will lose their seniority rights unless an extension has been obtained. When leave of absence or extension has been requested and is denied, the employee will be so advised and required to return to service within five (5) calendar days after receipt of such notice or forfeit all seniority.
- (c) Employees on leave of absence who engage in other employment without the approval of the Carrier's Manager and the General Chairman will forfeit their seniority rights and employment relationship.
- (d) An employee returning from leave of absence and an employee who is released from or vacates an official, supervisory or excepted position, whether with the Carrier or the Organization, may return to his former position or may exercise seniority rights over any junior employee who is holding a position that has been bulletined during the returning employee's absence, except that if the employee's former position has been abolished or is being held by a senior employee through the exercise of displacement rights, the returning employee may exercise seniority rights over junior employees as provided in Rule 20.
- (e) An employee desiring to return from leave of absence in excess of thirty (30) calendar days, before expiration thereof, must give forty-eight (48) hours' advance notice before returning unless agreed otherwise by the Carrier's Manager or his designated representative.
- (f) ~~MILITARY LEAVE. Pursuant to the provisions of applicable Federal statutes and/or the Universal Military Training and Service Act and amendments thereto, any employee who has established a seniority date and enters the Armed Forces of the United States shall, upon completion of such service, be restored to service with the Carrier provided an application for re-employment is made to the Carrier within the period following the employee's discharge from the Armed Forces, as provided by law.~~
- (g) **MEDICAL LEAVE.**
  - 1. Requests for leave of absence account sickness or injury which are less than five (5) consecutive work days need not be in writing, but such requests must be made in advance, if possible, by the employee to a Carrier officer in a timely manner specifying the nature of the illness or injury and the number of days required.

2. Requests for medical leave of absence account sickness or injury for five (5) consecutive work days or more must be made in writing to the Carrier's Manager or his designated representative and properly documented and supported by a statement from the employee's physician, which includes the specific reason therefor and the expected duration. Requests for extensions thereof must also be supported by a similar statement from the employee's physician.
3. In the event a dispute arises as to whether a request for a medical leave of absence is properly documented, such dispute shall be resolved by the Carrier's physician and the employee's physician, however, the seniority of the employee involved shall not be terminated as a result of such issue during the pendency of such dispute. If a leave request is denied, the employee will be so advised by certified letter and required to return to service within five (5) calendar days after receipt of such notice or forfeit all seniority rights.
4. Employees granted a medical leave of absence of five (5) work days or more must report for work upon expiration of authorized leave time by Carrier or employee will be considered absent without authority and subject to disciplinary action.
5. Employees granted a medical leave of absence in excess of thirty (30) calendar days, who are released to work before expiration of authorized leave, shall give forty-eight (48) hours' advance notice before returning unless agreed otherwise by the Carrier's Manager and the General Chairman.

#### **Rule 25. BEREAVEMENT LEAVE**

- (a) Bereavement leave, not in excess of three (3) work days commencing on or following the date of death will be allowed in case of death of an employee's brother, sister, parent, child, spouse or spouse's parent. The three (3) work days need not be consecutive if the intervening non-paid days are the employee's rest days.
- (b) In such cases, a minimum basic day's pay at the rate of the last service rendered will be allowed for the number of workdays lost during bereavement leave.
- (c) Employees involved will make provision for taking leave with a Carrier officer in the usual manner.
- (d) Any restrictions against blanking jobs or realigning forces will not be applicable when an employee is absent under this provision.
- (e) The workday immediately preceding or following bereavement leave under this rule is considered as the qualifying day for holiday purposes.

#### **Rule 26. ATTENDING COURT**

An employee taken away from his regular assigned duties at the request of the Carrier to attend court or to appear as witness for the Carrier, will be furnished transportation and be allowed compensation equal to what would have been earned had such interruption

not taken place, and in addition, necessary actual expenses while away from his headquarters. Any fee or mileage accruing will be assigned to the Carrier.

#### **Rule 27. JURY DUTY**

When a regularly assigned employee is summoned for jury duty and is required to lose time from his assignment as a result thereof, he shall be paid for actual time lost with a maximum of a basic day's pay at the straight time rate of his position for each day lost, less the amount allowed for jury service for each such day, excepting allowances paid by the court for meals, lodging or transportation, subject to the following qualification requirements and limitations:

- (a) The employee must furnish the Carrier with a statement from the court of jury allowances paid and the days on which jury duty was performed.
- (b) The number of days for which jury duty pay shall be paid is limited to a maximum of sixty (60) days in any calendar year.
- (c) No jury duty pay will be allowed for any day on which the employee is entitled to vacation or holiday pay.
- (d) When an employee is excused from the service of the Carrier account of jury duty the Carrier shall have the option of determining whether or not the employee's regular position shall be blanked, notwithstanding the provision of any other rules.
- (e) Except as provided in Section (f) of this rule, an employee will not be required to work on his assignment on days on which jury duty
  - (i) Ends within four (4) hours of the start of his assignment; or
  - (ii) Is scheduled to begin during the hours of his assignment or within four (4) hours of the beginning or ending of his assignment.
- (f) On any day that an employee is release from jury duty and four (4) or more hours of his work assignment remains, he will immediately inform his supervisor and report for work if advised to do so.

#### **Rule 28. TEMPORARY OR EMERGENCY TRAVEL SERVICE**

- (a) Employees who are required at the direction of the Carrier to leave their headquarters, will be allowed actual time for traveling or waiting during the regular working hours. All hours worked will be paid for in accordance with practice at home station. Travel or waiting time during the recognized overtime hours at headquarters will be paid for at the pro rata rate.
- (b) If, during the time on the road, an employee is relieved from duty and is permitted to go to bed for five (5) or more hours, such relief time will not be paid for, provided that in no case shall the employee be paid for a total of less than eight (8) hours each

calendar day when such irregular service prevents the employee from making his regular daily hours at headquarters.

- (c) Where meals and lodging are not provided by the Carrier, actual necessary expenses for same will be allowed.

#### **Rule 29. REPRESENTATION**

Subject to the provisions of the Railway Labor Act, the right of the Brotherhood of Maintenance of Way Employees to represent employees coming within the scope of this Agreement is recognized, and the interpretation of this Agreement as agreed upon by the Carrier and the Brotherhood of Maintenance of Way Employees will govern.

#### **Rule 30. DULY ACCREDITED REPRESENTATIVE**

Where the term "duly accredited representative" appears in this Agreement, it shall be understood to mean the regularly constituted committee and/or the officers of the Brotherhood of Maintenance of Way Employees of which such committee or officers is a part.

#### **Rule 31. DISCIPLINE**

- (a) Except as provided in Sections (k), (l) and (m) of this rule, an employee who has been in service more than sixty (60) calendar days whose application has not been disapproved, shall not be dismissed or otherwise disciplined until after being accorded a fair and impartial hearing. Formal hearing, under this rule, shall be held within thirty (30) calendar days from date of the occurrence to be investigated or from the date the Carrier has knowledge of the occurrence to be investigated, except as provided hereinafter.

When employees are offered discipline pursuant to Section (j) of this rule, such employees shall either accept or reject the offer within fifteen (15) calendar days from the date of receipt of the letter of charges. Discipline shall be considered accepted if formal rejection is not received within fifteen (15) calendar days from date of receipt of Carrier's letter. When discipline is rejected, Carrier shall have no more than fifteen (15) calendar days from date of rejection in which to schedule and conduct the hearing and hearings held outside the thirty (30) calendar day period referred to above shall not be a violation of this rule.

- (b) Formal hearing may be postponed or time limits referred to herein extended by mutual agreement between a Carrier officer and the employee or his representative.
- (c) Prior to the hearing, the employee alleged to be at fault shall be apprised in writing of the precise nature of the charge(s) sufficiently in advance of the time set for the hearing to allow reasonable opportunity to secure a representative of his choice and

the presence of necessary witnesses. The General Chairman and Local Chairman shall be furnished a copy of the charges preferred against an employee.

- (d) The right of an employee to be represented at the hearing by another employee covered by this Agreement, or by duly authorized representative(s), not to exceed two, of the Brotherhood of Maintenance of Way Employees, but not otherwise, is recognized.
- (e) A decision, based on evidence adduced at the investigation, shall be rendered in writing within twenty (20) calendar days following date the hearing is concluded. If the decision rendered is considered unsatisfactory, claim may be filed by the employee or a duly accredited representative of the Brotherhood of Maintenance of Way Employees with the officer of the Carrier authorized to receive same within sixty (60) calendar days from the date the decision is rendered and thereafter may be progressed under the provisions of Rule 32 of this Agreement.
- (f) A copy of the transcript of the hearing will be promptly furnished the employee charged, his representative(s) and the General Chairman.
- (g) All notices of appeal must be given to officer appealed from as well as officer appealed to.
- (h) If the charge(s) against the employee is not sustained, the record of the employee shall be cleared and if suspended or dismissed, the employee will be returned to former position and compensated for net wage loss, if any, which may have been incurred by the employee.
- (i) If the disciplinary action is sustained and the employee is subsequently reinstated to service on a leniency basis, such employee shall return to the position last held, unless otherwise agreed, provided it has not been acquired by a senior employee, in which event the reinstated employee shall exercise his seniority pursuant to the provisions of Rule 20 of this Agreement.
- (j) ~~An employee may waive, in writing, the right to a hearing and accept a suspension from service for an agreed-to number of days, provided however, such employee shall be afforded a reasonable opportunity to consult with his duly accredited representative before signing said waiver. Suspensions shall be assessed, served, deferred or cleared in the following manner:~~
  - 1. No suspension shall be for a period of more than one hundred eighty (180) calendar days.
  - 2. A suspension of thirty (30) calendar days or less may be deferred and not served unless the employee is again assessed a suspension for another offense before the deferred suspension has been cleared.

3. A deferred suspension will be cleared if another suspension is not assessed within six (6) months. Clearing period shall be computed from the date upon, which one offense occurred to the date upon which the next offense occurs, and each deferred suspension must be cleared as a whole.
  4. An employee having an uncleared deferred suspension on his record who is assessed a second suspension shall thereupon serve the first suspension as well as the second suspension, unless the second suspension is deferred, in which case the second suspension will begin to clear on the date following the employee's return to work.
  5. Suspensions of more than thirty (30) calendar days shall be served and, in addition, if a prior deferred suspension of thirty (30) calendar days or less has not been cleared, it shall also be served.
  6. Withholding of employees from service pending a hearing will not be considered a suspension under this provision; however, if an employee elects to waive the right to a hearing and accepts a suspension after having been withheld from service pending a hearing, such suspension, if and when served, shall be reduced by the number of days held out of service prior to the date of the hearing, but not including the day or days of the hearing.
  7. Employees suspended from service for an agreed-to-number of days shall return to the position last held, unless acquired by a senior employee as the result of the exercise of seniority, in which event the suspended employee shall exercise seniority pursuant to the provision of Rule 20 of this Agreement.
  8. When waiver method is utilized, it will not be necessary to further advise the employee that discipline is assessed. Signed waiver will be placed on the employee's record and a copy thereof shall be furnished the charged employee, the General Chairman and Local Chairman.
- (k) ~~Employees absenting themselves from their assignments for five (5) consecutive work days without proper authority shall be considered as voluntarily forfeiting their seniority rights and employment relationship, unless justifiable reason is shown as to why proper authority was not obtained.~~
- (l) Employees need not be granted a hearing prior to dismissal in instances where they refuse to work, voluntarily leave the work site without proper authority, involuntarily leave their job as a result of apprehension by civil authorities, willfully engage in violence or deliberately destroy Carrier property. Such employees may, however, make request for a hearing relative to their dismissal, and request therefore must be made within fourteen (14) calendar days from date of removal from service.
- (m) The Carrier will be under no obligation to give an employee a formal hearing where the employee's relationship is terminated under other provisions of this Agreement.



- (n) An employee who feels he has been unjustly treated may request a conference through the General Chairman or other officer of the Organization. If the matter cannot be resolved in the interim, the representative may make written request for a conference to the appropriate Carrier officer involved and such request shall contain the precise nature or cause of the complaint. Such request for conference must, however, be made within twenty (20) calendar days of the cause of complaint. If the asserted unjust treatment is left unresolved, it may be handled as a claim or grievance under Rule 32.
- (o) It is understood that nothing contained in this rule will prevent the supervisory officer from suspending an employee from service pending hearing where serious and/or flagrant violations of Carrier rules or instructions are apparent, provided, however, that such hearing shall be conducted within thirty (30) calendar days from the date the employee is suspended and a decision rendered within twenty (20) calendar days following the date the investigation is concluded.
- (p) The provisions of this rule will not apply to employees of less than sixty (60) days' service.

#### **Rule 32. CLAIMS & GRIEVANCES**

- (a) An employee who feels he has been unjustly treated may request a conference through the General Chairman or other officer of the Organization. If the matter cannot be resolved in the interim, the representative may make written request for a conference to the appropriate Carrier officer involved and such request shall contain the precise nature or cause of the complaint. Such request for conference must, however, be made within twenty (20) calendar days of the cause of complaint. If the asserted unjust treatment is left unresolved, it may be handled as a claim or grievance under Section (b) of this rule.
- (b) All claims or grievances shall be handled as follows:
  - 1. 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 Carrier shall, within sixty (60) days from the date same is filed, notify whoever filed the claim or grievance (the employee or his representative) in writing of the reasons for such disallowance. If not so notified, the claim or grievance shall be allowed as presented, but this shall not be considered as a precedent or waiver of the contentions of the Carrier as to other similar claims or grievances.
  - 2. If a disallowed claim or grievance is to be appealed, such appeal must be in writing and must be taken within sixty (60) days from receipt of notice of disallowance, and the representative of the Carrier 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) calendar day period for either a decision or appeal, up to and including the highest officer of the Carrier designated for that purpose.

3. The procedure outlined in Subsections 1 and 2 of this section pertaining to appeal by the employee and decision by the Carrier, shall govern appeals taken to each succeeding Carrier officer, except in cases of appeal from the decision of the highest Carrier officer designated by the Carrier to handle such disputes. All claims or grievances involved in a decision of the highest designated Carrier officer shall be barred unless within nine (9) months from the date of said Carrier 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) month's period herein referred to.
- (c) 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.
  - (d) This rule recognizes the right of representatives of the Organization, party hereto, to file and prosecute claims and grievances for and on behalf of the employees they represent.
  - (e) This Agreement is not intended to deny the right of the employees to use any other lawful action for the settlement of claims or grievances provided such action is instituted within nine (9) months of the date of the decision of the highest designated officer of the Carrier.
  - (f) This rule shall not apply to requests for leniency.

### **Rule 33. PROTECTIVE CLOTHING & EQUIPMENT**

The Carrier shall provide protective clothing, equipment and items that it deems necessary for the protection of the safety and health of employees covered by this Agreement. Employees must exercise reasonable care in the use of such items and upon

leaving the service or when requested, must return such items entrusted to them. If such items are not returned, the employee will reimburse the Carrier the value thereof by deduction from any wages due.

#### **Rule 34. FURNISHING TOOLS**

The Carrier will furnish the employees with general tools necessary to perform their work.

#### **Rule 35. FREE TRANSPORTATION**

Employees covered by this Agreement and their wives and dependent children will be given the same consideration in the granting of free transportation as is given other employees in service.

#### **Rule 36. SERVICE LETTERS**

Employees leaving the service who have been employed thirty (30) days or more will be promptly furnished a service letter, if requested, stating length of service, capacity in which employed, and cause for leaving.

#### **Rule 37. CONTRACTING**

- (a) In the event the Carrier plans to contract out work within the scope of the applicable schedule agreement, the Carrier shall notify the General Chairman of the Organization 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. Carrier and Organization representatives shall make a good faith attempt 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 contained in this rule shall affect the existing rights of either party in connection with contracting out. Its purpose is to require the Carrier 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.

- (b) 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 will be provided New York Dock level protection for a dismissed employee, subject to the responsibilities associated with such protection. *(From Article XV Subcontracting of the September 26, 1996 National Mediation Agreement)*

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

### **Rule 38. 10901 TRANSACTIONS**

- (a) The Carrier will provide at least a sixty (60) day notice of intent to sell or lease a line of railroad to a purchaser under 49 U.S.C 10901. During the sixty (60) day period, the parties will meet upon the request of the organization to discuss the planned transfer. The transaction agreement between the carrier and the purchaser will obligate the purchaser to give the priority hiring consideration to employees of the selling carrier who worked on the line. Further, the agreement between the carrier and the purchaser should obligate the purchaser to assume a neutral stance in any union organizing effort undertaken by the organization. Should any recommendation in this section be deemed contrary to the Railway Labor Act, the remaining recommendations will continue in full force and effect.
- (b) The selling carrier will provide affected employees priority employment rights for other positions both on the seller within the craft and in other crafts where qualified. For access to positions within craft, the parties will, at the request of the organization, develop a system seniority roster for use in such transactions. In addition, employees securing positions on the selling carrier which require a change of residence will be eligible for up to \$5000 in relocation allowance.
- (c) Employees who secure a position with the buyer will be provided with an opportunity to return to the selling carrier during the first twelve (12) month period. Employees displaced by the sale will have recall rights on the selling carrier's property, as a minimum, for a period equal to their carrier seniority.

### **Rule 39. SCHEDULE AGREEMENT PROVIDED TO EMPLOYEES**

Portland Terminal Railroad Company will have copies of this agreement printed and will furnish a copy to each employee affected.

## **ARTICLE II: EMPLOYEE BENEFITS**

### **Section 1. Health Care**

- (1) Refer to separate booklet entitled "*The Health and Welfare Plan of the Nation's Railroads and the Railway Labor Organizations*", amended through January 1, 2002 and as amended subsequent thereto.

- (2) Refer to separate booklet entitled "*Railroad Employees National Early Retirement Major Medical Benefit Plan GA-46000*", amended through January 1, 1995 and as amended subsequent thereto.
- (3) Refer to separate booklet entitled "*Group Health Insurance Plans for Furloughed and Retired Railroad Employees and their Dependents*", Group Policy Number GA 23111, amended January 1, 1998 and as amended subsequent thereto.

- Section 2. Life Insurance** - Refer to separate booklet entitled "*Life Insurance Benefits for U.S. Employees and Retirees and Accidental Death and Dismemberment Insurance benefits for U.S. employees Under The Health and Welfare Plan of the Nation's Railroads and the Railway Labor Organizations*" dated January 1997 and as amended subsequent thereto.
- Section 3. Dental Care** - Refer to separate booklet entitled "*Railroad Employees National Dental Plan*", amended through June 1, 1996 and as amended subsequent thereto.
- Section 4. Vision Care** - Effective January 1, 2002 the "*Railroad Employees National Vision Plan*", Group Policy of Vision Service Plan (VSP), and as amended subsequent thereto.
- Section 5. Supplemental Sickness Benefit** - Effective May 31, 2001 the "*Maintenance of Way Employees Supplemental Sickness Benefit Plan*", and as amended subsequent thereto.

**ARTICLE III: 401 (K) PLAN.** Each employee who is subject to the provisions of this agreement and has had an employment relationship with the Carrier for a minimum of one (1) full calendar year shall be eligible to enroll in the Portland Terminal Railroad Company 401 (k) Retirement Plan. Such plan is not contributory with respect to the Carrier. There shall be no pyramiding of employee's contribution percentage by virtue of employment under an agreement with another Organization. Employee participation in this program is strictly voluntary. Employees may contribute to the plan by use of payroll deduction. The Carrier will pay the administrative costs of the 401 (k) Retirement Plan.

**ARTICLE IV: UNION SHOP AGREEMENT and DUES CHECK-OFF AGREEMENT**

- Section 1.** Union Shop Agreement dated March 23, 1953. *(See Appendix D attached hereto and made a part hereof.)*
- Section 2.** Subject to the terms and conditions as provided in the Dues Check-Off Agreement dated November 1, 1973, *(See Appendix E attached hereto and made a part hereof)* in accordance with the provisions of Section 10 of the Union Shop Agreement, the Carrier shall provide a plan for payroll deduction from the wages of employees for initiation fees, assessments, and union dues on a monthly basis.

**ARTICLE V: FEBRUARY 7, 1965 STABILIZATION AGREEMENT AS AMENDED**

*(See Appendix F attached hereto and made a part hereof.)*

**ARTICLE VI: FEBRUARY 10, 1971 NATIONAL MEDIATION AGREEMENT A-89853 AS AMENDED** *(See Appendix G attached hereto and made a part hereof.)*

**ARTICLE VII: OCTOBER 7, 1959 MEDIATION AGREEMENT**

*(See Appendix H attached hereto and made a part hereof.)*

**ARTICLE VIII: EFFECTIVE DATE AND CHANGES.** This Agreement shall become effective September 1, 2003 on the Portland Terminal Railroad Company and continue in effect thereafter until changed in accordance with the provisions of the Railway Labor Act, as amended.

**ARTICLE IX: SCHEDULE AGREEMENT**

**Section 1.** On the effective date of this Agreement, all employees on the Portland Terminal Railroad Company that are represented by the Brotherhood of Maintenance of Way Employees will be subject to the terms and conditions of this Agreement. It is understood that, except where agreed to otherwise, nothing contained or omitted herein shall be construed to amend or nullify all or any part of the National Agreements which were signed between parties.

**Section 2.** The use of such words as "he", "his", and "him", as they appear within this Agreement, are not intended to restrict the application of the Agreement or a particular rule to a particular sex but are used solely for the purpose of grammatical convenience and clarity.

**For: PORTLAND TERMINAL RAILROAD COMPANY**

Robert F. Stephan  
Robert F. Stephan, Manager

Date: 9-9-03

**For: BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES**

David D. Tanner  
David D. Tanner, General Chairman

Date: 8-29-03

**UNION PACIFIC RAILROAD COMPANY - Labor Relations Department**

Wayne E. Naro  
Wayne E. Naro, General Director Non-Opts

Date: August 27, 2003

## NATIONAL VACATION AGREEMENT SYNTHESIS

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 subsequent National Agreements.

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.

## Section 1.

(a) Effective with the calendar year 1973, an annual vacation of five (5) consecutive work days with pay will be granted to each employe covered by this Agreement who renders compensated service on not less than one hundred twenty (120) days during the preceding calendar year.

(b) Effective with the calendar year 1973, an annual vacation of ten (10) consecutive work days with pay will be granted to each employe covered by this Agreement who renders compensated service on not less than one hundred ten (110) days during the preceding calendar year 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 160 days in each of such years prior to 1949) in each of two (2) such years, not necessarily consecutive.

(c) Effective with the calendar year 1982, an annual vacation of fifteen (15) consecutive work days with pay will be granted to each employe 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 160 days in each of such years prior to 1949) in each of eight (8) of such years, not necessarily consecutive.

(d) Effective with the calendar year 1982, an annual vacation of twenty (20) consecutive work days with pay will be granted to each employe 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.

(e) Effective with the calendar year 1973, an annual vacation of twenty-five (25) consecutive work days with pay will be granted to each employe 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 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.

(f) Paragraphs (a), (b), (c), (d) and (e) hereof shall be construed to grant to weekly and monthly rated employes, whose rates contemplate more than five days of service each week, vacations of one, two, three, four or five work weeks.

(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.

(h) Calendar days in each current qualifying year on which an employe 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 an employe with less than three (3) years of service; a maximum of twenty (20) such days for an employe with three (3) but less than fifteen (15) years of service; and maximum of thirty (30) such days for an employe with fifteen (15) years or more years of service with the employing carrier.

(i) In instances where employes 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 employes 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.

(j) In instances where an employe 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 compensated service on fewer days than are required to qualify for a vacation in the calendar year of his return to railroad service, but could qualify for a vacation in the year of his return to railroad service if he had combined for qualifying purposes days on which he was in railroad service in such preceding calendar year with days in such year on which he was in the Armed Forces, he will be granted, in the calen-



dar year of his return to railroad service, a vacation of such length as he could so qualify for under paragraphs (a), (b), (c), (d) or (e) and (i) hereof.

(k) In instances where an employe 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 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 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 so qualifies for under paragraphs (a), (b), (c), (d) or (e) and (i) hereof.

1. An employe 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 employe does not return to service in the following year for the same carrier he will be compensated in lieu of the vacation he has 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.

#### Section 2.

(Not reproduced here as it has no application to employes represented by the Brotherhood of Maintenance of Way Employes).

#### Section 3.

The terms of this Agreement shall not be construed to deprive any employe 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 under and in accordance with the terms of such existing rule, understanding or custom.

An employe's vacation period shall 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, day after Thanksgiving, Christmas Eve, Christmas Day and New Year's Eve Day), 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.

**Section 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 employes 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) require all or any number of employes 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 5.**

Each employe 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 employe 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 employe.

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

Such employe 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.

**Section 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 employes remaining on the job, or burden the employe after his return from vacation, the carrier shall not be required to provide such relief worker.

**Section 7.**

Allowances for each day for which an employe is entitled to a vacation with pay will be calculated on the following basis:

(a) An employe having a regular assignment will be paid while on vacation the daily compensation paid by the carrier for such assignment.

(b) An employe 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 employe 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 employe 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 employe worked on as many as sixteen (16) different days.

(e) An employe 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 8.**

The vacation provided for in this Agreement shall be considered to have been earned when the employe has qualified under Article 1 hereof. If an employe's employment status is terminated for any reason whatsoever, including but not limited to retirement, resignation, discharge, or noncompliance 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 employe has qualified therefor under Article 1. If an employe 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.

**Section 9.**

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

**Section 10.**

(a) An employe designated to fill an assignment of another employe 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 employe, such employe shall receive the rate of the relief position. If an employe receiving graded rates, based upon length of service and experience is designated to fill an assignment of another employe in the same occupational classification receiving such graded rates who is on vacation, the rate of the relieving employe will be paid.

(b) Where work of vacationing employes is distributed among two or more employes, such employes 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 employe can be distributed among fellow employes 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 employe shall be paid less than his own normal compensation for the hours of his own assignment because of vacations to other employes.

**Section 11.**

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

**Section 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 employe were not granted a vacation and was paid in lieu therefor under the provision hereof. However, if a relief worker necessarily is put to substantial extra expense over and above that which the regular employe on vacation would incur if he had remained on the job, the relief worker shall be compensated in accordance with regular relief rules.

(b) As employes exercising their vacation privileges will be compensated under this Agreement during their absence on vacation, retaining their other rights 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 employe is to be filled and regular relief employe is not utilized, effort will be made to observe the principle of seniority.

(c) A person other than a regularly assigned relief employe 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 acquires seniority rights, such rights will date from the date of original entry into service unless otherwise provided in existing agreements.

#### Section 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 employes, 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, provide that such changes or understandings shall not be inconsistent with this Agreement.

#### Section 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 employe 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 employe 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 15.

Except as otherwise provided herein, this Agreement shall be effective as of January 1, 1973, and shall be incorporated in existing agreements as a supplement thereto and shall be in full force and effect for a period of one (1) year from January 1, 1973, and continue in effect thereafter, subject to not less than seven (7) months' notice in writing (which notice may be served in 1973 or in any subsequent year) 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.

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 as made by the parties, 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.

#### VACATION ADDENDUM

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.

## NATIONAL HOLIDAY AGREEMENT SYNTHESIS

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 subsequent National Agreements.

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 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 employe shall receive eight hours' pay at the pro rata hourly rate for each of the following enumerated holidays:

New Year's Day	Thanksgiving Day
Washington's Birthday	Day after Thanksgiving
Good Friday	Christmas Eve Day
Memorial Day	Christmas Day
Fourth of July	New Year's Eve Day
Labor Day	

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

(b) For other than regularly assigned employes, 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 employes 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 or has 60 calendar days of continuous active service pending 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, noncompliance with a union shop agreement, or disapproval of application for employment.

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

#### Section 2.

(a) Monthly rates, the hourly rates of which are predicated upon 169-1/3 hours, shall be adjusted by adding the equivalent of 56 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 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.

Effective January 1, 1973, the monthly rates of monthly rated employes 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.

Effective January 1, 1976, after application of the cost-of-living adjustment effective that date, the monthly rates of monthly rated employes 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.

The hourly factor as shown in Section 2(a) above, was as a result of the addition of the birthday holiday increased, effective



January 1, 1965, to 174-2/3; as a result of the addition of Veterans' Day as a holiday, effective January 1, 1973, increased to 175-1/3; and as a result of the addition of Christmas Eve as a holiday, effective January 1, 1976, increased to 176.

### Section 3.

A regularly assigned employe 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 employe 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 employe'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 employe is available for service.

NOTE: "Available" as used in subsection (ii) above is interpreted by the parties to mean that an employe 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 the purposes of Section 1, other than regularly assigned employes who are relieving regularly assigned employes on the same assignment on both the workday preceding and the workday following the holiday will have the workweek of the incumbent of the assigned position and will be subject to the same qualifying requirements respecting service and availability on the workdays preceding and following the holiday as apply to the employe whom he is relieving.

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

An employe who meets all other qualifying requirements will qualify for holiday pay for both Christmas Eve and 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 employe 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.

Provisions in existing agreements with respect to holidays in excess of the eleven (11) holidays referred to in Section 1 hereof shall continue to be applied without change.

#### Section 5.

(a) Existing rules and practices thereunder governing whether an employe works on a holiday and the payment for work performed on a holiday are extended to apply to Good Friday, to Veterans' Day and to Christmas Eve in the same manner as to other holidays listed or referred to therein.

(b) All rules, regulations, or practices which provided that when a regularly assigned employe 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.

(c) Under no circumstances will an employe 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, 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 thereunder governing whether an employe works on a holiday and the payment for work performed on a holiday are not changed hereby.

#### Section 6.

Article II, Section 6 of the Agreement of August 21, 1954, which was added by the Agreement of November 20, 1964, is eliminated. However, the adjustment in monthly rates of monthly rated employes which was made effective January 1, 1965, pursuant to Article II of the Agreement of November 20, 1964, by adding the equivalent of 8 pro rata hours to their annual compensation (the monthly rate multiplied by 12) and dividing this sum by 12 in order to establish a new monthly rate, continues in effect.

## 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 employe'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.

**BMW NATIONAL AGREEMENT  
DATED MAY 31, 2001  
SUMMARY OF TERMS**

1. Wages (Article I)

3-1/2% GWI	January 1, 2001*
Four COLA-based Wage Increases (cents-per-hour)	July 1, 2001** July 1, 2002 July 1, 2003 July 1, 2004

\*Retroactive portion to be paid as soon as practicable, and is subject to adjustment for COLA payments made on and after January 1, 2001. (See Article II, Part A, Section 1.)

\*\*July 1, 2001 Wage Increase is 31 cents-per-hour. (See Side Letter #2, Attachment C.)

Health and Welfare Cost Sharing (Article I; Side Letter #2)

Each COLA-based Wage Increase subject to adjustment for employees' share of year-over-year increases in the carriers' payment rate for medical, vision, hearing, life insurance and accidental death and dismemberment benefits. (See Article I, Section 6 for definition of "payment rate" for any year.)

Employee's share of year-over-year cost increases\*\*\*:

July 1, 2001	35% (15.73 cents-per-hour)****
July 1, 2002	40%
July 1, 2003	45%
July 1, 2004	50%

\*\*\* Capped at one-half of the COLA-based wage increase.

\*\*\*\*See Attachment C to Side Letter No. 2.

2. COLA (Article II)

September 26, 1996 National Agreement COLA ("1996 COLA") eliminated effective January 1, 2001. (See Article II, Part A, Section 1.)

All 1996 COLA payments made on and after January 1, 2001 (i.e., 27 cents-per-hour) deducted from the retroactive portion of the January 1, 2001 GWI. (See Article II, Part A, Section 1.)

New COLA commencing July 1, 2005. Standard national agreement COLA language. Subject to adjustment every six months. (See Article II, Part B.)

New COLA subject to adjustment for employee cost sharing of benefit cost increases on same terms as COLA-based wage increases (i.e., 50% of year-over-year payment rate increase, capped at one-half of COLA amount). (See Article II, Part B, Section 2.)

---

3. Alternative Compensation Program (Article III)

Provides for parties, by mutual agreement, to implement alternatives to the compensation arrangements contained in the Agreement.

4. **Supplemental Sickness (Article IV)**

Provides for restoration of ratio of benefits to rates of pay as of December 31, 1999 and December 31, 2004. (Similar to such adjustments as provided in previous national agreements.)

New provision providing for continuation of Plan benefits for a specified period in the event of disagreement between employee's physician and the carrier's physician over the employee's medical fitness to return to work.

5. **Health and Welfare (Article V)**

Effective January 1, 2002:

National Plan continued with certain enhancements. (See Article V, Section 2(a) through (f).)

Prescription drug co-payment levels increased. (See Article V, Section 2(g).)

Hearing Benefit added. (See Article V, Section 2(i).)

---

Plan life insurance and accidental death and dismemberment benefits for active employees increased. (See Article V, Section 2(j).)

Vision Care Plan changed from Select to Standard arrangement. (See Article V, Section 3.)

6. Expenses Away From Home (Article VI)

Arb. Board No. 298 allowances adjusted as follows\*:

July 1, 2002: Lodging - increased from \$26.75 to \$29.00 per day.

Meals - increased from \$21.25 (\$7.00, \$14.25) to \$23.00 (\$7.50, \$15.50) per day.

Maximum for meals and lodging: increased from \$48.00 to \$52.00 per day.

Jan. 1, 2005: Lodging - increased to \$32.00 per day.

Meals - increased to \$25.00 (\$8.00, \$17.00) per day.

Meals and Lodging maximum increased to \$57.00 per day.

\* Above amounts set floor for such expenses on carriers not covered by Arb. 298. (See Article VI, Section 3.)

7. Travel Allowance (Article VII)

Amends Section 1 of Article XIV of 1996 National Agreement to provide for use of employee's "Home Station" in lieu of his residence (for computing travel allowance due) if the employee's residence located outside of his carrier's system.

8. Moratorium (Article VIII)

Standard provision.

New notices may be served on or after November 1, 2004 (effective no earlier than January 1, 2005).

9. Side Letters

Side Letter #1 Improved access and exchange of information concerning employment status, union payments; meeting obligation at request of organization.

Side Letter#2 Cost-sharing of payment rate increases.

Side Letter#3 Adjustments to employee cost-sharing reductions in the event of subsequent fluctuations in carriers' payment rates.

Side Letter #4 Cost-sharing - changes in hospital association participation.

Side Letter #5 No prejudice - withdrawal of parties' proposals.

Side Letter#6 Standard antecedent drafts/proposals provision.

Unnumbered: Crediting of vacation time for full time BMW officers who return to active service (effective 1/1/02).



UNION SHOP AGREEMENT

This Agreement made this 23<sup>rd</sup> day of March, 1953, by and between The Northern Pacific Terminal Company of Oregon, and the employees thereof represented by the Railway Labor Organizations signatory hereto, through the Employes' National Conference Committee, Seventeen Cooperating Railway Labor Organizations, witnesseth:

IT IS AGREED:

- 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 Agreement between the parties hereto, except as hereinafter provided, shall, as a condition of their continued employment subject to such Agreement, become members of the 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 condition 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 agreements, or who, for a period of thirty 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 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 purposes of applying this Agreement.

(c) Employees who retain seniority under the Rules and Working Conditions Agreements governing their class or craft and who, for reasons other than those specified in *subsections (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 condition 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 and Working Conditions Agreement 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 and 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 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 the 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 the organizations involved and the form shall make provisions for specifying the

reasons for the allegation of noncompliance. 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 or her 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 properly advised thereof in writing by Registered or Certified Mail, Return Receipt Requested.

If the decision of such appeal is that the employee has not complied with the terms of this Agreement, his or her 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 hereinafter, 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. Any request for selection of a neutral person as provided in *Section 5 (c)* 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 a designated representative, the Chief Executive of the organization or his or her designated representative, and the employee involved or his or her representative. If they are unable to agree upon the selection of a neutral person any one of them may request the Chairman of the National Mediation Board in writing to appoint such neutral. The 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 the 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(es) 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(es) 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 displaced or unless the position is abolished. The above periods may be extended by agreement between the Carrier and the organization involved.

**Section 7.** An 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 not 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 60 or 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 noncompliance 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 or her 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 (1) year or upon the termination of this Agreement which occurs sooner.

(b) The provisions of *subsection (a)* of this section shall not become effective unless and until the Carrier and the organization shall, as a result of further negotiations pursuant to the recommendations of Emergency Board No. 98, agree upon the terms and conditions under which such provisions shall be applied; such agreement to include, but not be restricted to, the means of making said deductions, the amounts to be deducted, the form, procurement of deductions, the priority of said deductions with other deductions now or hereafter authorized, the payment and distributions of amounts withheld and any other matters pertinent thereto.

**Section 11.** This Agreement shall become effective on May 1, 1953, and is in full and final settlement of notices served upon the Carrier by the organizations, signatory hereto, on or about February 5, 1951. It shall be construed as a separate agreement between The Northern Pacific Terminal Company of Oregon and those employees represented by each of the organizations signatory hereto. This Agreement shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended.

SIGNED AT PORTLAND, OREGON, MARCH 23, 1953.  
(Signatures applying to this agreement are not here reproduced)

**DUES CHECK-OFF AGREEMENT**

In accordance with the provisions of Section 10 of the Union Shop Agreement entered into by the parties hereto on May 23, 1953, the following agreement by and between the Portland Terminal Railroad Company, hereinafter referred to as the "Company" and employees of the Maintenance of Way and Structure Department who are represented by the Brotherhood of Maintenance of Way Employees, hereinafter referred to as the "Brotherhood," will be made effective November 1, 1973.

1. Subject to terms and conditions hereinafter set forth, the Company will deduct from the wages of employees initiation fees, and assessments (excluding fines and penalties) whenever applicable, and union dues, quarterly (each February, May, August and November) all of which may be uniformly required as a condition of the employees acquiring or retaining membership in the Brotherhood, and upon their written and unrevoked individual authorizations.

The officer of the Brotherhood designated by the General Chairman will notify the Company in writing or the designated representative of the Company of any special assessments or changes in amounts of fees or dues. Such notice to be in the hands of the designated Company representative not less than thirty (30) days prior to the beginning of the payroll period in which such deduction is to be effective.

2. Each individual employee subject to the agreement with the Brotherhood who desires such payroll deduction will fill out and sign two (2) copies of the "Wage Deduction Authorization" which will be furnished by the Brotherhood, and shall mail the original to the Company's designated representative and the duplicate copy to the General Chairman of the Brotherhood.
3. (a) Individual authorization to be effective for a particular quarter must be in the possession of the Company's designated representative not later than the beginning of the payroll period from which such deduction is to be made, which will be for dues of the member for the following quarter.

(b) The designated officer of the Brotherhood shall furnish to the Company an initial statement in duplicate, certified by him, showing payroll number (to be secured from employing officer), employees' names in alphabetical order, social security account number, gang number, amount of deduction, and such statement to be furnished between the 15<sup>th</sup> and 20<sup>th</sup> day of the month in which the deductions become effective. Subsequent quarterly deductions will be based on the initial statement, plus a quarterly statement showing additions and deletions to be furnished in the same manner as the initial statement required hereby.

4. Said deductions made in accordance with the provisions hereof shall be remitted to the General Chairman promptly, accompanied by a list showing the names of employees for whom deductions were made, the amount of the deductions and the total amount of money deducted. Said deductions will be made only from wages earned in the second payroll period of February, May, August and November. If earnings of the employees are insufficient in the second payroll period to permit the full amount of the Brotherhood's deduction, no deduction will be made for that quarter. In the event of any excess or shortage in said deductions for an individual employee, they will be adjusted by the Brotherhood and the individual employee. No deductions will be made from other than the regular second period payrolls of February, May, August and November.
5. The following payroll deductions shall have priority over deductions for union dues as covered by this agreement:
  - (a) Federal, state and municipal taxes and/or other deductions required by law or court orders.
  - (b) Insurance premiums and medical association dues.
  - (c) Amounts due Company.
6. Responsibility of the Company under this Agreement shall be limited to the amount actually deducted from wages of employees pursuant to this Agreement and the Company shall not be responsible financially or otherwise for failure to make deductions or for the improper or inaccurate deductions. Any questions arising as to the correctness of the amount deducted shall be handled between the employee involved and the Brotherhood.
7. The Brotherhood shall indemnify, defend, and save harmless the Company from any and all claims, demands, liability, losses or damage resulting from the entering into or complying with the provisions of this Agreement.
8. In the event of a change in representation of employees now represented by the Brotherhood, this Agreement shall be automatically terminated as to the employees involved as of the date official notification is received from the National Mediation Board of such change in representation.
9. This Agreement shall not be effective with respect to any individual employee until the Company has been furnished with a proper written assignment to the Brotherhood of such membership dues, initiation fees and assessments, which assignment shall be revocable in writing at any time, or upon the termination of the Union Shop Agreement, or of this Agreement.
10. If and when the Union Shop Agreement shall become unlawful or invalid, this Agreement shall be considered automatically cancelled.

(Signatures applying to this agreement are not here reproduced)



**FEBRUARY 7, 1965 MEDIATION AGREEMENT**

This Agreement made this 7<sup>th</sup> day of February, 1965, by and between the participating carriers listed in Exhibits A, B and C, attached hereto and hereby made a part hereof, and represented by the National Railway Labor Conference and the Eastern, Western and Southeastern Carriers' Conference Committees and the employees shown thereon and represented by the Railway Labor Organizations signatory hereto, through the Employes' National Conference Committee, Five Cooperating Railway Labor Organizations, witnesseth:

IT IS AGREED:

**ARTICLE I: PROTECTED EMPLOYEES**

**Section 1:** All employees, other than seasonal employees, who were in active service as of October 1, 1964, and prior to the date of this Agreement have been restored to active service, and who had two years or more of employment relationship as of October 1, 1964, and had fifteen or more days of compensated service during 1964, will be retained in service subject to compensation as hereinafter provided unless or until retired, discharged for cause, or otherwise removed by natural attrition. Any such employees who are on furlough as of the date of this Agreement will be returned to active service before March 1, 1965, in accordance with the normal procedures provided for in existing agreements, and will thereafter be retained in compensated service as set out above, provided that no back pay will be due to such employees by reason of this Agreement. 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 October 1, 1964 was a work day), all extra employees on extra lists pursuant to agreements or practice who are working or are available for calls for service and are expected to respond when called, and where extra boards are not maintained, furloughed employees who respond to extra work when called, and have averaged at least seven (7) days work for each month furloughed during the year 1964.

**Section 2:** Seasonal employees, who had compensated service during each of the years 1962, 1963 and 1964 will be offered employment in future years at least equivalent to what they performed in 1964, 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% 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 percent for each one percent the said decline exceeds 5%. 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 2. 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 therefrom 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 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 ASSIGMETN 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 I 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 and 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 sixty (60) days' written notice (90 days in cases that will require a change of an employee's residence) 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 thirty (30) days' notice where it proposes to transfer no more than five (5) 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 sixty (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 thirty (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 entitled to preservation of employment who hold regularly assigned positions on October 1, 1964, shall not be placed in a worse position with respect to compensation than the normal rate of

## APPENDIX F

compensation for said regularly assigned position on October 1, 1964; provided, however, that in addition thereto such compensation shall be adjusted to include subsequent general 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 I 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 those 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 is 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-offs during Miners' Holiday and the Christmas Season) or because of reductions in forces pursuant to Article I, Sections 3 or 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 fifteen (15) or more years of employment relationship with the carriers 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 (7) 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 of 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 four hundred dollars (\$400) and five (5) 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 fifteen (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 four hundred dollars (\$400) and five (5) 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 (60) 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 (2) members of the Carriers' Conference Committees signatory to this Agreement, two (2) members of the Employees' National Conference Committee signatory to the 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 (3) 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 thirty (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 (5) days after the receipt of such request. Each panel member selected shall serve as a member of such panel for a period of one (1) 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 ten (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 (5) 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

## APPENDIX F

meeting and the period for decision. The notice provided 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 equally 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.

---

SIGNED THIS 7<sup>TH</sup> DAY OF FEBRUARY 1965.

(Signatures applying to the Mediation Agreement are not here reproduced)

MEMORANDUM OF AGREEMENT

between

THE NORTHERN PACIFIC TERMINAL COMPANY OF OREGON  
and its employes represented by  
THE BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

APPENDIX F

- - - - -

Recitals:

On February 7, 1965, a national agreement was reached providing in essence that henceforth the Carrier could properly make numerous organizational, technological, and operational changes which had theretofore been subject to challenge. This agreement also provided that certain employes, designated as "protected" employes would be guaranteed certain levels of work and compensation, subject to the terms of said agreement.

In the interest of establishing a stable, continuous work force, without a proliferation of notices, letters, and bulletins, It Is Agreed That:

A. A protected employe who has reached the limit of his guarantee in a given month (less appropriate deduction under Article IV, Section 5) may be verbally notified of his furlough on a given date, and five working days bulletined notice will not be required.

B. Such an employe may be directed to report for work on a given date of the following month and such direction may be considered in lieu of the procedure required in Rule 25 (f) of the current agreement. Such an employe, who, without satisfactory reason, fails to report on the date set, shall be subject to the penalties provided by said Rule 25 (f).

C. An appropriate bulletin will be issued soon calling attention of the employes to their status as protected employes as far as it is presently known.

D. The foregoing means, in essence, that jobs so established need not be bulletined, abolished, and rebulletined on a monthly basis, and that letters need not be sent directing an employe to return to service under these conditions.

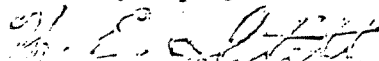
This agreement does not supersede either the requirements for bulletining higher-rated positions, or the usual exercise of seniority, except as specified herein.

It is also understood that no transfer of work is involved and this is not an "implementing agreement" as that term is used in Article III of the February 7, 1965 agreement.

This agreement becomes effective as of this date and shall remain in effect until cancelled upon 30 days written notice by either party.

Signed at Portland, Oregon, this 6th day of May, 1965.

For The Brotherhood of Maintenance  
of Way Employes:

  
Assistant General Chairman

For The Northern Pacific Terminal  
Company of Oregon:

  
Manager



ARTICLE XII - WORKFORCE STABILIZATIONPart ASection 1 - The February 7, 1965 Agreement

Entitlement to certain elements of job security, currently available under the February 7, 1965 Agreement (Agreement), shall be upgraded, so that employees who have at least ten continuous years of service will be entitled to the protection.

Section 2

(a) Article I, Section 1 of the Agreement shall be amended to read as follows:

"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 Agreement."

(b) Article I, Section 2, of the February 7, 1965 Agreement shall be amended to read as follows:

"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."

(c) Article IV, Section 1, of the Agreement shall be amended to read as follows:

"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."

(d) Article V, paragraph 2 of the Agreement shall be amended to change the reference of a four hundred dollar (\$400) transfer allowance to eight hundred dollars (\$800).

Part B - Conrail Supplemental Unemployment Plan

Conrail shall adopt any modifications made to the Conrail Supplemental Unemployment Plan in Conrail's tentative agreement with the BRS. Other than any such modifications, we recommend that the organization's proposals be withdrawn.

Part C - Work Force Stabilization

The Work Force Stabilization (WFS) Program effective on January 18, 1994, and applied retroactively back to July 29, 1991 shall continue in effect for the new agreement, and shall entitle an employee initially assigned to a WFS gang when it starts its work during the production season for the calendar year, six months of WFS work benefits or WFS unemployment benefits, subject to the terms of the agreement.

**MEDIATION AGREEMENT A-89853  
DATED FEBRUARY 10, 1971**

**APPENDIX G**

**ARTICLE V:**

**PAYMENTS TO EMPLOYEES INJURED UNDER CERTAIN 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 one of the loss 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 sub-paragraphs (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 and Dismemberment**

The Carrier will provide for loss of life or dismemberment occurring within 120 days 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 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 hereof and who is unable to work as a result thereof commencing within 30 days after such accident 80% of the employee's basic full-time weekly compensation from the carrier for time actually lost, subject to a maximum payment of \$1,000 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 of 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 designate 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 threat, 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 any employee passenger who is under the influence of alcohol or drugs in any way contributes to the cause of the accident;
- (5) While the 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 of 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."

**Savings Clause**

This Article V supersedes as of May 1, 1971, any agreement providing benefits of a type specified in paragraph B hereof under the conditions specified in paragraph A hereof; provided, however, any individual railroad party hereto, or any individual committee representing employees party hereto may, by advising the other party in writing by April 1, 1971, elect to preserve in its entirety an existing agreement providing accident benefits of the type provided in this Article V in lieu of this Article V.

**MEDIATION AGREEMENT OF OCTOBER 7, 1959**

This Agreement made this 7<sup>th</sup> day of October 1959, by and between the participating carriers listed in Exhibits A, B and C, attached hereto and hereby 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.

WITNESSETH:

IT IS AGREED:

**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 in 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 if 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 rules 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 Rate 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 carriers 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 (3) 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;



## APPENDIX H

- (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 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; and
- (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.

(Revised per Rule 21)

### 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 Railway Labor Act, as amended.

SIGNED AT CHICAGO, ILLINOIS, THIS 7<sup>TH</sup> DAY OF OCTOBER 1959.

(Signatures applying to the Mediation Agreement are not here reproduced)

**Portland Terminal Railroad Company**  
3500 N.W. YEON AVENUE  
PORTLAND, OREGON 97210  
Phone (503) 241-9898 \* Fax (503) 241-9885

February 5, 2007

Mr. Wayne Morrow  
General Chairman BMWED  
P.O. Box 850  
Lyman, Wyoming 82937-0850

Dear Sir:

This letter is in reference to our discussion concerning the Group 1(c) Section Man position and the proposal to add switch oiling and maintaining as part of the responsibilities for this position.

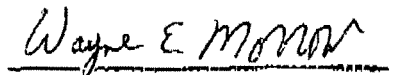
The following will be added to the existing Group 1(c) SECTIONMAN work/duties description as found in the current Agreement between Portland Terminal Railroad Company and the Brotherhood of Maintenance of Way Employees: "Work in connection with the adjustment, cleaning and lubrication of switches. Must be competent in obtaining proper authorization and providing appropriate protection pursuant to the company's rules to safeguard the position's work activities as well as the company's operation while performing the work. A Sectionman will be responsible for the cleaning, adjustment and lubrication of switches in the area assigned to him within the company's terminal and adjoining trackage."

The proposed rate of pay is \$18.38 per hour, the rate being subject to all subsequent rate adjustments, cost of living allowances and overtime rule(s) as set forth in our Collective Bargaining Agreement.

If you are in agreement with this proposal, please affix your signature in the space provided on the following page.

  
Bob Stephan Manager PTRR

  
Charlie Hogue Vice Chairman

  
Wayne Morrow General Chairman

  
David D. Tanner Vice President

**Portland Terminal Railroad Company**

**3500 N.W. YEON AVENUE  
PORTLAND, OREGON 97210  
Phone (503) 241-9898 \* Fax (503) 241-9885**

February 5, 2007

Mr. Wayne Morrow  
General Chairman BMWED  
P.O. Box 850  
Lyman, Wyoming 82937-0850

Dear Sir:

This letter is in reference to our discussion concerning the Group 1(c) Section Man position and the proposal to add switch oiling and maintaining as part of the responsibilities for this position.

The following will be added to the existing Group 1(c) SECTIONMAN work/duties description as found in the current Agreement between Portland Terminal Railroad Company and the Brotherhood of Maintenance of Way Employees: **“Work in connection with the adjustment, cleaning and lubrication of switches. Must be competent in obtaining proper authorization and providing appropriate protection pursuant to the company’s rules to safeguard the position’s work activities as well as the company’s operation while performing the work. A Sectionman will be responsible for the cleaning, adjustment and lubrication of switches in the area assigned to him within the company’s terminal and adjoining trackage.”**

The proposed rate of pay is \$18.38 per hour, the rate being subject to all subsequent rate adjustments, cost of living allowances and overtime rule(s) as set forth in our Collective Bargaining Agreement.

If you are in agreement with this proposal, please affix your signature in the space provided on the following page.

-----  
Bob Stephan Manager PTRR

  
-----  
Charlie Hogue Vice Chairman

-----  
Wayne Morrow General Chairman

-----  
David D. Tanner Vice President

## PORTLAND TERMINAL RAILROAD COMPANY

## SCHEDULED RATES OF PAY

September 1, 2003

**MAINTENANCE OF WAY DEPARTMENT**

PAYROLL NUMBER	POSITION OR JOB NO.	RATE OF PAY	RATE TYPE	UNION ID	ICC NO.	OCCUPATION
982	8010	\$20.08	Hourly	11	311	<i>MW Foreman</i>
982	8011	\$19.65	Hourly	11	311	<i>MW Assistant Foreman</i>
982	8012	\$18.70	Hourly	11	219	<i>Truck Operator</i>
982	8013	\$19.20	Hourly	11	307	<i>MW Welder</i>
982	8014	\$17.87	Hourly	11	308	<i>MW Welder Helper</i>
982	8015	\$19.55	Hourly	11	314	<i>Roadway Equipment Operator</i>
		\$17.79	Hourly	11	314	<i>MW Roadway Power Tools &amp; Machine Optr.</i>
982	8016	\$17.48	Hourly	11	313	<i>Sectionman</i>

Progressive Rates  
90%, 95% & 100%

**PORTLAND TERMINAL RAILROAD COMPANY**

**RATES OF PAY**

Effective July 1, 2004

\$0.13 COLA increase to be rolled into basic rate of pay

**MAINTENANCE OF WAY DEPARTMENT**

PAYROLL NUMBER	POSITION OR JOB NO.	RATE OF PAY	RATE TYPE	UNION ID	ICC NO.	OCCUPATION
982	8010	\$20.21	Hourly	11	311	<i>MW Foreman</i>
982	8011	\$19.78	Hourly	11	311	<i>MW Assistant Foreman</i>
982	8012	\$18.83	Hourly	11	219	<i>Truck Operator</i>
982	8013	\$19.33	Hourly	11	307	<i>MW Welder</i>
982	8014	\$18.00	Hourly	11	308	<i>MW Welder Helper</i>
982	8015	\$19.68	Hourly	11	314	<i>Roadway Equipment Operator</i>
982	8016	\$17.61	Hourly	11	313	<i>Sectionman</i>

**CHART OF ACCOUNTS:**

Company 9C  
 Center 90355  
 Account 7100  
 Cost Various  
 Reason Various  
 Location Various

Progressive Rates  
 90%, 95% & 100%

**PORTLAND TERMINAL RAILROAD COMPANY**

**RATES OF PAY**

Effective July 1, 2005

\$0.11 COLA increase to be rolled into basic rate of pay

***MAINTENANCE OF WAY DEPARTMENT***

PAYROLL NUMBER	POSITION OR JOB NO.	RATE OF PAY	RATE TYPE	UNION ID	ICC NO.	OCCUPATION
982	<b>8010</b>	\$20.32	Hourly	11	311	<i>MW Foreman</i>
982	<b>8011</b>	\$19.89	Hourly	11	311	<i>MW Assistant Foreman</i>
982	<b>8012</b>	\$18.94	Hourly	11	219	<i>Truck Operator</i>
982	<b>8013</b>	\$19.44	Hourly	11	307	<i>MW Welder</i>
982	<b>8014</b>	\$18.11	Hourly	11	308	<i>MW Welder Helper</i>
982	<b>8015</b>	\$19.79	Hourly	11	314	<i>Roadway Equipment Operator</i>
982	<b>8016</b>	\$17.72	Hourly	11	313	<i>Sectionman</i>

**CHART OF ACCOUNTS:**

Company 9C  
 Center 90355  
 Account 7100  
 Cost Various  
 Reason Various  
 Location Various

Progressive Rates  
 90%, 95% & 100%

**PORTLAND TERMINAL RAILROAD COMPANY**

**RATES OF PAY**

Effective January 1, 2006

\$0.19 COLA increase to be rolled into basic rate of pay

***MAINTENANCE OF WAY DEPARTMENT***

PAYROLL NUMBER	POSITION OR JOB NO.	RATE OF PAY	RATE TYPE	UNION ID	ICC NO.	OCCUPATION
982	<b>8010</b>	\$20.51	Hourly	11	311	<i>MW Foreman</i>
982	<b>8011</b>	\$20.08	Hourly	11	311	<i>MW Assistant Foreman</i>
982	<b>8012</b>	\$19.13	Hourly	11	219	<i>Truck Operator</i>
982	<b>8013</b>	\$19.63	Hourly	11	307	<i>MW Welder</i>
982	<b>8014</b>	\$18.30	Hourly	11	308	<i>MW Welder Helper</i>
982	<b>8015</b>	\$19.98	Hourly	11	314	<i>Roadway Equipment Operator</i>
982	<b>8016</b>	\$17.91	Hourly	11	313	<i>Sectionman</i>

CHART OF ACCOUNTS:

Company 9C  
 Center 90355  
 Account 7100  
 Cost Various  
 Reason Various  
 Location Various

Progressive Rates  
 90%, 95% & 100%

**PORTLAND TERMINAL RAILROAD COMPANY**

**RATES OF PAY**

Effective April 1, 2007

Rate increase for Job 8016

**MAINTENANCE OF WAY DEPARTMENT**

PAYROLL NUMBER	POSITION OR JOB NO.	RATE OF PAY	RATE TYPE	UNION ID	ICC NO.	OCCUPATION
982	8010	\$20.60	Hourly	11	311	<i>MW Foreman</i>
982	8011	\$20.17	Hourly	11	311	<i>MW Assistant Foreman</i>
982	8012	\$19.22	Hourly	11	219	<i>Truck Operator</i>
982	8013	\$19.72	Hourly	11	307	<i>MW Welder</i>
982	8014	\$18.39	Hourly	11	308	<i>MW Welder Helper</i>
982	8015	\$20.07	Hourly	11	314	<i>Roadway Equipment Operator</i>
982	8016	\$18.38	Hourly	11	313	<i>Sectionman</i>

**CHART OF ACCOUNTS:**

Company 9C  
 Center 90355  
 Account 7100  
 Cost Various  
 Reason Various  
 Location Various

Progressive Rates  
 90%, 95% & 100%



**PORTLAND TERMINAL RAILROAD COMPANY**

**RATES OF PAY**

Effective July 1, 2009

4 1/2% Increase

***MAINTENANCE OF WAY DEPARTMENT***

PAYROLL NUMBER	POSITION OR JOB NO.	RATE OF PAY	RATE TYPE	UNION ID	ICC NO.	OCCUPATION
982	8010	\$24.41 \$195.28	Hourly Daily	11	311	<i>MW Foreman</i>
982	8011	\$23.90 \$191.20	Hourly Daily	11	311	<i>MW Assistant Foreman</i>
982	8012	\$22.78 \$182.24	Hourly Daily	11	219	<i>Truck Operator</i>
982	8013	\$23.37 \$186.96	Hourly Daily	11	307	<i>MW Welder</i>
982	8014	\$21.79 \$174.32	Hourly Daily	11	308	<i>MW Welder Helper</i>
982	8015	\$23.79 \$190.32	Hourly Daily	11	314	<i>Roadway Equipment Operator</i>
982	8016	\$21.76 \$174.08	Hourly Daily	11	313	<i>Sectionman</i>

CHART OF ACCOUNTS:

Company 9C  
 Center 90355  
 Account 7100  
 Cost Various  
 Reason Various  
 Location Various

Progressive Rates  
 90%, 95% & 100%

**PORTLAND TERMINAL RAILROAD COMPANY**  
**SENIORITY ROSTER - MAINTENANCE OF WAY EMPLOYEES**  
**JANUARY 1, 2007**

GROUP	CLASS	POSITION - NAME	EMPLOYEE NO.	SENIORITY DATE	
1	(a)	<b>MW Foreman</b>			
		1. Harrison, G.L.*	487881-5	04 28 1997	
			2. Johnson, C.F.	260265-4	08 01 2000
	(b)	<b>MW Assistant Foreman</b>			
		1. Harrison, G.L.*	487881-5	06 07 1995	
		2. McGuire, M.J.	641071-6	05 05 1997	
			3. Johnson, C.F.	260265-4	08 01 2000
	(c)	<b>Sectionman</b>			
		1. Harrison, G.L.	487881-5	09 17 1976	
		2. McGuire, M.J.	641071-6	09 25 1979	
		3. Blacknall, S.D.	641003-9	12 10 1979	
		4. Johnson, C.F.	260265-4	01 23 1980	
		5. Wilson, R.D.	100435-7	09 18 1995	
		6. Hogue, C.R. #	106858-4	11 08 1995	
7. Miller, T.J.		137634-2	06 28 1999		
		8. Dyer, H.D.	155406-2	06 19 2002	
2	(a)	<b>MW Welder</b>			
		1. Harrison, G.L.	487881-5	01 21 1980	
		2. McGuire, M.J.	641071-6	02 14 1994	
		3. Wilson, R.D.	100435-7	05 12 1997	
			4. Miller, T.J.	137634-2	11 11 2005
	(b)	<b>MW Welder Helper</b>			
		1. Harrison, G.L.	487881-5	10 27 1977	
		2. McGuire, M.J.	641071-6	02 01 1982	
		3. Blacknall, S.D.	641003-9	02 18 1994	
		4. Wilson, R.D.	100435-7	10 02 1995	
		5. Hogue, C.R. #	106858-4	12 06 1996	
		6. Miller, T.J.	137634-2	09 17 2001	
			7. Dyer, H.D.	155406-2	12 27 2006
	3	(a)	<b>MW Roadway Power Tools &amp; Machine Operator</b>		
4	(a)	<b>Roadway Equipment Operator</b>			
		1. Johnson, C.F.	260265-4	01 26 1987	
		2. Wilson, R.D.	100435-7	08 07 2000	
		3. Hogue, C.R. #	106858-4	12 15 2000	
		1. Johnson, C.F.	260265-4	01 26 1987	
		2. Wilson, R.D.	100435-7	08 07 2000	
		3. Hogue, C.R. #	106858-4	12 15 2000	
		(c)	<b>Truck Operators</b>		
			1. Johnson, C.F.	260265-4	02 24 1982
			2. McGuire, M.J.	641071-6	02 02 1987
			3. Blacknall, S.D.	641003-9	09 19 1994
			4. Wilson, R.D.	100435-7	10 02 1995
			5. Hogue, C.R. #	106858-4	12 15 2000
		6. Dyer, H.D.	155406-2	11 23 2005	

W. E. Morrow, BMWED General Chairman\*\*

  
R. F. Stephan, PTRR Manager

\*\* This signature represents an acceptance of the format used and does not indicate the information contained herein is accurate as only the employee involved should make that determination.

# Union Leave

\* Medical Disqualification

**PORTLAND TERMINAL RAILROAD COMPANY**  
**SENIORITY ROSTER - MAINTENANCE OF WAY EMPLOYEES**  
**JANUARY 1, 2008**

GROUP	CLASS	POSITION - NAME	EMPLOYEE NO.	SENIORITY DATE	
1	(a)	<b>MW Foreman</b>			
		1. Harrison, G.L. *	487881-5	04 28 1997	
			2. Johnson, C.F.	260265-4	08 01 2000
	(b)	<b>MW Assistant Foreman</b>			
		1. Harrison, G.L. *	487881-5	06 07 1995	
		2. McGuire, M.J.	641071-6	05 05 1997	
			3. Johnson, C.F.	260265-4	08 01 2000
	(c)	<b>Sectionman</b>			
		1. Harrison, G.L.	487881-5	09 17 1976	
		2. McGuire, M.J.	641071-6	09 25 1979	
		3. Blacknall, S.D.	641003-9	12 10 1979	
		4. Johnson, C.F.	260265-4	01 23 1980	
5. Wilson, R.D.		100435-7	09 18 1995		
6. Hogue, C.R. #		106858-4	11 08 1995		
7. Miller, T.J.		137634-2	06 28 1999		
2	(a)	<b>MW Welder</b>			
		1. Harrison, G.L.	487881-5	01 21 1980	
		2. McGuire, M.J.	641071-6	02 14 1994	
		3. Wilson, R.D.	100435-7	05 12 1997	
			4. Miller, T.J.	137634-2	11 11 2005
	(b)	<b>MW Welder Helper</b>			
		1. Harrison, G.L.	487881-5	10 27 1977	
		2. McGuire, M.J.	641071-6	02 01 1982	
		3. Blacknall, S.D.	641003-9	02 18 1994	
		4. Wilson, R.D.	100435-7	10 02 1995	
		5. Hogue, C.R. #	106858-4	12 06 1996	
		6. Miller, T.J.	137634-2	09 17 2001	
		7. Dyer, H.D.	155406-2	12 27 2006	
3	(a)	<b>MW Roadway Power Tools &amp; Machine Operator</b>			
4	(a)	<b>Roadway Equipment Operator</b>			
		1. Johnson, C.F.	260265-4	01 26 1987	
		2. Wilson, R.D.	100435-7	08 07 2000	
			3. Hogue, C.R. #	106858-4	12 15 2000
	(b)	<b>Roadway Equipment Helper</b>			
		1. Johnson, C.F.	260265-4	01 26 1987	
		2. Wilson, R.D.	100435-7	08 07 2000	
			3. Hogue, C.R. #	106858-4	12 15 2000
	(c)	<b>Truck Operators</b>			
		1. Johnson, C.F.	260265-4	02 24 1982	
		2. McGuire, M.J.	641071-6	02 02 1987	
		3. Blacknall, S.D.	641003-9	09 19 1994	
		4. Wilson, R.D.	100435-7	10 02 1995	
		5. Hogue, C.R. #	106858-4	12 15 2000	
			6. Dyer, H.D.	155406-2	11 23 2005

*W. E. Morrow*  
W. E. Morrow, BMWED General Chairman\*\*

*Russ Hulihan*  
Russ Hulihan, PTRR Manager

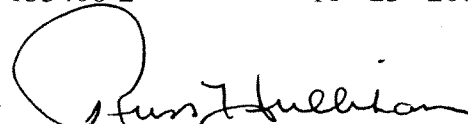
\*\* This signature represents an acceptance of the format used and does not indicate the information contained herein is accurate as only the employee involved should make that determination.

# Union Leave  
\* Medical Disqualification

**PORTLAND TERMINAL RAILROAD COMPANY**  
**SENIORITY ROSTER - MAINTENANCE OF WAY EMPLOYEES**  
**JANUARY 1, 2009**

<u>GROUP</u>	<u>CLASS</u>	<u>POSITION - NAME</u>	<u>EMPLOYEE NO.</u>	<u>SENIORITY DATE</u>
1	(a)	<b>MW Foreman</b>		
		1. Johnson, C.F.	260265-4	08 01 2000
	(b)	<b>MW Assistant Foreman</b>		
		1. McGuire, M.J.	641071-6	05 05 1997
		2. Johnson, C.F.	260265-4	08 01 2000
	(c)	<b>Sectionman</b>		
		1. McGuire, M.J.	641071-6	09 25 1979
		2. Blacknall, S.D.	641003-9	12 10 1979
		3. Johnson, C.F.	260265-4	01 23 1980
		4. Wilson, R.D.	100435-7	09 18 1995
		5. Hogue, C.R. #	106858-4	11 08 1995
	6. Miller, T.J.	137634-2	06 28 1999	
	7. Dyer, H.D.	155406-2	06 19 2002	
	8. Aurand, K.T.	177309-2	05 08 2008	
2	(a)	<b>MW Welder</b>		
		1. McGuire, M.J.	641071-6	02 14 1994
		2. Wilson, R.D.	100435-7	05 12 1997
		3. Miller, T.J.	137634-2	11 11 2005
		4. Dyer, H.D.	155406-2	04 07 2008
	(b)	<b>MW Welder Helper</b>		
		1. McGuire, M.J.	641071-6	02 01 1982
		2. Blacknall, S.D.	641003-9	02 18 1994
		3. Wilson, R.D.	100435-7	10 02 1995
		4. Hogue, C.R. #	106858-4	12 06 1996
		5. Miller, T.J.	137634-2	09 17 2001
		6. Dyer, H.D.	155406-2	12 27 2006
		7. Aurand, K.T.	177309-2	
	3	(a)	<b>MW Roadway Power Tools &amp; Machine Operator</b>	
4	(a)	<b>Roadway Equipment Operator</b>		
		1. Johnson, C.F.	260265-4	01 26 1987
		2. Wilson, R.D.	100435-7	08 07 2000
		3. Hogue, C.R. #	106858-4	12 15 2000
	(b)	<b>Roadway Equipment Helper</b>		
		1. Johnson, C.F.	260265-4	01 26 1987
		2. Wilson, R.D.	100435-7	08 07 2000
		3. Hogue, C.R. #	106858-4	12 15 2000
	(c)	<b>Truck Operators</b>		
		1. Johnson, C.F.	260265-4	02 24 1982
		2. McGuire, M.J.	641071-6	02 02 1987
		3. Blacknall, S.D.	641003-9	09 19 1994
		4. Wilson, R.D.	100435-7	10 02 1995
	5. Hogue, C.R. #	106858-4	12 15 2000	
	6. Dyer, H.D.	155406-2	11 23 2005	

  
W. E. Morrow, BMWED General Chairman\*\*

  
Russ Hullivan, PTRR Manager

\*\* This signature represents an acceptance of the format used and does not indicate the information contained herein is accurate as only the employee involved should make that determination.

# Union Leave

**PORTLAND TERMINAL RAILROAD COMPANY**  
**SENIORITY ROSTER - MAINTENANCE OF WAY EMPLOYEES**  
**JANUARY 1, 2010**

<u>GROUP</u>	<u>CLASS</u>	<u>POSITION - NAME</u>	<u>EMPLOYEE NO.</u>	<u>SENIORITY DATE</u>	
1	(a)	<b>MW Foreman</b>			
		1. Johnson, C.F.	260265-4	08 01 2000	
	(b)	<b>MW Assistant Foreman</b>			
		1. McGuire, M.J.	641071-6	05 05 1997	
		2. Johnson, C.F.	260265-4	08 01 2000	
	(c)	<b>Sectionman</b>			
		1. McGuire, M.J.	641071-6	09 25 1979	
		2. Johnson, C.F.	260265-4	01 23 1980	
2	(a)	3. Wilson, R.D.	100435-7	09 18 1995	
		4. Hogue, C.R. #	106858-4	11 08 1995	
		5. Miller, T.J.	137634-2	06 28 1999	
		6. Dyer, H.D.	155406-2	06 19 2002	
		7. Aurand, K.T.	177309-2	05 08 2008	
		8. Niiranen, P.R.	178962-7	01 16 2009	
		(b)	<b>MW Welder</b>		
			1. McGuire, M.J.	641071-6	02 14 1994
		2. Wilson, R.D.	100435-7	05 12 1997	
		3. Miller, T.J.	137634-2	11 11 2005	
		4. Dyer, H.D.	155406-2	04 07 2008	
		5. Aurand, K.T.	177309-2	04 15 2009	
	(b)	<b>MW Welder Helper</b>			
		1. McGuire, M.J.	641071-6	02 01 1982	
		2. Wilson, R.D.	100435-7	10 02 1995	
		3. Hogue, C.R. #	106858-4	12 06 1996	
4. Miller, T.J.		137634-2	09 17 2001		
5. Dyer, H.D.		155406-2	12 27 2006		
6. Aurand, K.T.		177309-2	07 16 2008		
3	(a)	<b>MW Roadway Power Tools &amp; Machine Operator</b>			
	4	<b>Roadway Equipment Operator</b>			
4	(a)	1. Johnson, C.F.	260265-4	01 26 1987	
		2. Wilson, R.D.	100435-7	08 07 2000	
		3. Hogue, C.R. #	106858-4	12 15 2000	
		4. Dyer, H.D.	155406-2	04 14 2009	
	(b)	<b>Roadway Equipment Helper</b>			
		1. Johnson, C.F.	260265-4	01 26 1987	
		2. Wilson, R.D.	100435-7	08 07 2000	
	(c)	3. Hogue, C.R. #	106858-4	12 15 2000	
		<b>Truck Operators</b>			
		1. Johnson, C.F.	260265-4	02 24 1982	
		2. McGuire, M.J.	641071-6	02 02 1987	
		3. Wilson, R.D.	100435-7	10 02 1995	
	4. Hogue, C.R. #	106858-4	12 15 2000		
	5. Dyer, H.D.	155406-2	11 23 2005		
	6. Miller, T.J.	137634-2	02 08 2008		

  
 Russ Hullivan, PTRR Manager

# Union Leave