

AGREEMENT

BETWEEN

THE MISSISSIPPI EXPORT RAILROAD COMPANY

AND

ITS EMPLOYEES REPRESENTED BY

**BROTHERHOOD OF MAINTENANCE OF WAY
EMPLOYEES DIVISION of the IBT**

Effective December 1, 2012

This Agreement is intended to provide enhanced quality of life, employment security and compensation enhancements to the BMWED membership in addition to providing flexibility in maintenance operations to the Company, resulting in increased productivity. Therefore, it is hereby agreed:

The Parties agree that the fundamental objective of the railroad, its management and employees is to provide timely service to its customers in a safe and efficient manner.

This Agreement shall constitute the Labor Agreement between the MSE and the BMWED and shall be uniformly applied to all employees covered hereby. It is understood that this Agreement replaces any and all agreements and understandings that were in place prior to the adoption of this Agreement; however, where provisions of this Agreement have been derived from National Agreement provisions, the interpretations of said National Agreement provisions shall continue to be applied on this property. Company shall furnish copies of this Agreement and any subsequent amendments, understandings or other agreed-to changes to each employee governed hereby.

Where the term Organization appears herein, it shall be understood to mean Brotherhood of Maintenance of Way Employees Division (BMWED). Where the term Company appears herein, it shall be understood to mean the Mississippi Export Railroad Company (MSE).

The use of such words as he, his, and him, as they appear in 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 gender convenience and clarity.

ARTICLE I- SCOPE

A. The rules contained herein shall govern the hours of service, working conditions and rates of pay of all employees in the Maintenance of Way Department of the Mississippi Export Railroad. This Agreement does not apply to supervisory employees, salaried employees or employees of the general office.

B. In the event any work in the Maintenance of Way Department is absolutely necessary for the operation of the railroad (e.g., customer demand for service when employees are not available or in the event of emergency when Maintenance of Way employees are not available), the company may utilize other employees as it deems necessary to perform such work. However, it is not the intent of this article that the company avoids hiring maintenance of way employees when sufficient work for a full time position becomes available. Nor is it the intent of this article to furlough, replace or otherwise deprive employees of the Maintenance of Way Department, who occupy a position on the seniority roster prior to the effective date of this agreement, from positions or work that would normally be performed to accrue to these employees.

C. In the event any work in other departments of the MSE is necessary for the operation of the railroad the company may utilize maintenance of way employees to perform such other service who are qualified, provided such work is not covered by another craft's collective bargaining agreement which does not contain reciprocal agreement terms similar to those set forth in this Article I.

ARTICLE II - REPRESENTATION

A. The right to make and interpret contracts covering rules, rates of pay and working conditions on behalf of employees covered by this agreement shall be vested in the General Chairman of the Brotherhood of Maintenance of Way Employee Division.

B. The Company will advise the Organization in writing of its highest designated officer as provided for under the Railway Labor Act. The Organization shall advise the Company in writing of its duly accredited representatives.

ARTICLE III - SENIORITY

A. The seniority of employees begins upon entering the service in the classification in which employed. Seniority will not be shown on a seniority roster until an employee has been in service one hundred and twenty (120) calendar days. Seniority will only begin in a higher classification of service when the employee is assigned thereto, in line with these rules, and has served thirty (30) compensated days in such classification.

B. Seniority of all employees covered by this agreement extends over the entire territory of the Mississippi Export Railroad Company.

C. Seniority rosters showing employee's seniority in each classification will be published each January. General and Local Chairmen will be furnished a copy of each such roster, and copies will be posted on regular bulletin boards.

D. After six (6) months have elapsed without a written protest by employees affected, the seniority as shown on a published roster becomes fixed and cannot be changed in the future.

E. Forfeiting Seniority

An employee, who has left the service of the Company of his/her own accord, shall forfeit his/her seniority rights and shall have no right to reinstatement. If he or she is re-employed by the Company, the employee will be treated as a new hire and seniority shall be established in

accordance with Paragraph A above.

F. Approval of Applications

1. New employees will be notified in writing within one hundred and twenty (120) days of the date that they first perform service or training as maintenance of way employees if their application is not approved.
2. An application that is rejected within such period will result in termination of the employee's relationship with the Company. Such termination is not considered discipline or subject to the grievance process of this Agreement.

G. Promotions

1. A promotion is advancement from a lower to a higher classification. Promotions shall be based on ability and seniority; ability being sufficient, seniority shall prevail. The management is to be the judge, subject to appeal to the highest designated officer of the company.
2. Employees promoted will continue to accumulate seniority in the classification from which promoted.
3. Employees promoted to official positions with the Company or Brotherhood will be required to pay an appropriate monthly fee, not to exceed monthly union dues, in order to retain and continue to accumulate seniority in the classification from which promoted.
4. Employees declining promotions shall not lose their seniority except to the employee promoted, and then only in the classification promoted to.
5. An employee accepting promotion will be allowed a reasonable time in which to qualify, and failing to qualify will be returned to his former position without loss of seniority in the classification from which promoted.

H. Furlough of Employees

1. Positions will not be abolished nor will forces be reduced until the employees affected have been given

at least five (5) working days advance notice.

No advance notice will be required before positions may be temporarily abolished or forces temporarily reduced when a suspension of operations in whole or in part is due to a labor dispute between the company and any of its employees and during temporary force reductions under emergency conditions, such as flood, snowstorm, hurricane, tornado, earthquake, fire, or a labor dispute other than as identified above, provided that such conditions result in suspension of operations in whole or in part.

Employees laid off in force reduction may exercise their seniority in displacing any junior employee in any class in which they hold seniority.

2. When the workforce is reduced, such reduction or furlough shall be offered to employees in seniority order. Should there be insufficient volunteers; junior employees shall be furloughed in reverse order of seniority.

Note: Furlough shall be offered in seniority order provided sufficient junior employees are qualified to protect the needs of service. Otherwise, furlough will occur in reverse order of seniority.

3. When the work force is increased, furloughed employees will be offered recall in seniority order. A senior employee may elect to remain in furlough status and pass the recall opportunity on to the next junior employee. If no junior employee is on furlough, or if all furloughed employees are being recalled, the recalled employee must report for duty.
4. The recall notice shall instruct the employee that he must contact the Company within seven (7) calendar days and advise when he will return to service. The recalled employee is required to return to service within fourteen (14) calendar days of the time he/she contacts the Company.
5. The seven (7) days referred to herein shall date from the date such notice is received as evidenced by return receipt.

6. In the event the recalled employee fails to notify the Company within seven (7) calendar days due to extenuating circumstances, he/she will be required to report for service no later than twenty-one calendar days from receipt of such notice.
7. If a letter is returned unclaimed to the Company, the date the letter is postmarked at destination will establish date from which the twenty-one (21) calendar-day period will run. A copy of all the recall notices will be furnished to the Local Chairman when issued.
8. Furloughed employees are required to keep MSE informed in writing of their current mailing address.

I. The seniority of any employee whose seniority in the Maintenance of Way Department is established after the date of this agreement and who is furloughed for 365 consecutive days will be terminated if such employee has less than three years of seniority.

ARTICLE IV – LEAVE OF ABSENCE

A. A leave of absence for more than 90 days must be agreed to by both management and the General Chairman, except for sickness or other disability. Failure to return, or make other arrangements with the approval of the management and the General Chairman upon expiration of leave of absence shall result in forfeiture of seniority.

B. Employees returning to service may exercise their seniority to any position for which they are qualified.

C. Employees, upon request, may be granted permission to lay off for short periods when practicable.

ARTICLE V – BULLETINING POSITIONS

A. New positions or permanent vacancies shall be bulletined as they occur by posting a copy of the bulletin on recognized bulletin boards. Employees will be allowed five (5) days in which to file written application for the position bulletined, and assignment shall be made within five (5) days thereafter. When assignment is made, the name of the employee assigned will be announced.

B. In making assignment to fill a bulletined position, the employee with the most seniority making application according to paragraph (A) of this rule, will be assigned. Employees who are not qualified on a position awarded will be allowed a maximum 30-calendar days within which to become qualified. Employees who fail to become qualified on a position within the 30-days as specified herein will not be allowed to reapply for the position for a period of one (1) year.

Note: The time limits identified above may be extended by mutual agreement between the General Chairman and the Company.

C. Temporary positions of thirty (30) days or less duration need not be bulletined, but will be filled by senior available employee.

D. Vacancies of over thirty days caused by illness or leave of absence shall be temporary vacancies to which the regular occupant may return, and will be bulletined accordingly.

ARTICLE VI – ASSIGNMENTS

A. Regular assignments will be established to allow employees a minimum forty (40) hour work week. Assignments may be established as having four 10-hour work days in the work week or five 8-hour work days in the work week. The company will establish assignments to have consecutive rest days to the extent practicable. On positions the duties of which can reasonably be met in four or five days, the rest days will include Saturday and Sunday. Employees will receive compensation for holidays, personal leave days and vacation time on the same basis to which assigned to work, i.e., an employee who is assigned to work four 10-hour work days in the work week shall receive 10-hours' pay for each holiday, personal leave day or vacation day taken, while an employee assigned to work five 8-hour days in a work week will receive 8-hours' pay for each such day. Employees working four (4) ten (10) hour days will receive one and one-quarter (1 ¼) days credit towards Vacation and Holiday qualifying for each ten (10) hour day worked.

B. For regularly assigned employees, starting time of the work period will be designated by the supervisory officer

and will begin between the hours of 6:00 A.M. and 8:00 A.M. From May through September the starting time may be changed between the hours of 5:00 a.m. and 9:00 a.m. The starting time must remain the same for an entire work week cycle. When special projects or unique requirements of the service require deviation from these starting time windows, the parties will meet for the purpose of reaching agreement upon such deviation.

C. Employees will report to service at the location designated by the company which will be a tool house or other appropriate facility with appropriate bathroom facilities. The location where employees are instructed to report for duty will be the same location where they go off duty.

D. When employees report to work at the designated starting time and location and conditions prevent work being performed, they shall be paid two (2) hours' pay at straight time rate for reporting, and if held on duty over two (2) hours they will be paid for actual time so held. The company determines when conditions prevent work being performed.

E. Employees notified or called to perform work on rest days or specified holidays or at other times when not continuous with their regular work period, will be paid on actual minute basis at time and one-half for all work performed, with a minimum allowance of two (2) hours and forty (40) minutes at the rate of time and one-half time.

ARTICLE VII - CONTRACTING OUT WORK

A. All employees who are in active service and 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.

B. The company will have the right to contract out work within the scope of this agreement and shall not be required to give advance notice of intent to the organization; however, in the event that any M of W employees are furloughed, the Carrier may not contract out work recognized as M of W work.

C. The Company will not use the provisions of this

agreement to significantly alter the makeup of the current workforce.

D. The company will not use outside contractors to supplant the existing workforce during off hours and on rest days in an effort to deny the existing workforce overtime opportunities.

ARTICLE VIII - MEAL PERIOD

A. Employees covered by this agreement will be allowed a meal period of not less than thirty (30) minutes or more than one (1) hour, without pay, between the beginning of the 4th and the ending of the 6th hour, calculated from the beginning of their work period, and if the meal period is not allowed, it shall be paid at time and one-half rate.

B. Employees required to render more than three (3) hours overtime service continuous with their regular assignment shall be accorded an additional meal period, the meal to be provided by the Carrier. Subsequent meal periods, with meals provided by the Carrier, shall be allowed at intervals of not more than six (6) hours computed from the end of the last meal period.

ARTICLE IX - ICE

A. A sufficient amount of ice for drinking water will be made available to employees while on duty during the period ice is ordinarily used. Drinking water will also be made available to employees while on duty.

ARTICLE X - SAFETY EQUIPMENT AND SUPPLIES

A. Not exceeding three times per year employees will be provided an allowance of up to \$75.00 toward the purchase of safety shoes, which are in compliance with the Company's operating rules.

B. In order for an employee to receive the allowance specified in paragraph A. above, the employee must provide the Company with a receipt showing the purchase of such safety shoes.

ARTICLE XI - OFF-TRACK VEHICLE ACCIDENT BENEFITS

The Company will provide off-track vehicle insurance in accordance with the provisions set forth in the Off-

Track Vehicle Accident Benefits, as contained in the current BMWED National Agreement. Increases in the benefit or plan changes in subsequent BMWED National Agreements will also apply to the Company's employees.

ARTICLE XII - DISCIPLINE, GRIEVANCES AND CLAIMS

A. An employee disciplined, or who considers himself unjustly treated, will be advised in writing of the reason for such action.

B. Such employee shall have a fair and impartial hearing, provided written request is presented to his immediate supervisor within ten (10) days of the date of such discipline or dismissal, and hearing will be granted within ten (10) days thereafter, and a decision will be rendered within ten (10) days.

C. An employee dissatisfied with a decision will have the right to appeal in succession up to and including the highest official designated by the Management to handle such cases, if notice of appeal is filed in line with the limits set out in the preceding paragraphs of this rule.

D. At the hearing or an appeal the right of the employee to be assisted by duly authorized representative of the employee's organization is hereby recognized.

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

F. Claims for compensation growing out of the interpretation or application of this agreement must be filed within sixty (60) days from the date of the occurrence on which the claim or grievance is based. If the claim is disallowed, the claimant or his representative will be notified in writing within sixty (60) days from the date same is filed or 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. If the claim is appealed the appeal must be taken within sixty (60) days of notice of disallowance. This procedure may be followed up to and including the highest official of the railroad designated

to handle complaints. All claims or grievances that are not referred to the National Railroad Adjustment board within nine (9) months of the date of the last decision will be barred.

ARTICLE XIII – UNION SECURITY

A. All employees covered by this Agreement shall, as a condition of continued employment, become members of the organization, party hereto, within sixty (60) calendar days from the date of this Agreement, or within sixty (60) calendar days from the date new employees enter the service, except relief employees will not be required to become members until they perform thirty (30) calendar days of service in one year.

B. The organization will notify the carrier in writing when an employee violates the terms of paragraph (A) of this rule. The employee may request an investigation within ten (10) calendar days from date of notice. If it is found that the employee has violated paragraph (A) of this rule, the carrier will terminate his seniority and employment within thirty (30) days from the date of the notice.

C. If the organization or employee involved are dissatisfied with the decision reached in paragraph (B) hereof they may, within ten (10) calendar days of such decision, make request to the carrier, the chief executive of the organization or his representative, and the employee or his representative. If unable to agree upon the selection of a neutral person, either of them may request the Chairman of the National Mediation Board to appoint such neutral arbitrator. Each party shall have the right to appear and present evidence at such hearing, and decision by the neutral arbitrator shall be made within thirty (30) calendar days from the date or receipt of the request of his appointment, and shall be final and binding upon the parties. If the employee's position is sustained, fees, salary, and expenses of the neutral arbitrator shall be paid equally by the carrier and organization; if not sustained, they will be paid equally by the carrier, organization and the employee.

D. In the event that seniority and employment under this rule is terminated by the carrier, and such termination or 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.

ARTICLE XIV – EMPLOYEE BENEFIT PACKAGE

A. Employees' holidays, vacation, bereavement leave, and jury duty will be applied as set forth in the Company's Employee Handbook in effect on the date of this Agreement. National Rules Interpretations regarding qualifying for vacations or holidays will apply. Employees not permitted to take vacation because of the needs of the Carrier will be paid for unused vacation within thirty (30) days following the end of the year, or will be permitted to carry over the unused vacation into the following year.

B. Active employees in the Maintenance of Way Department with twenty-five (25) or more continuous years of service will be entitled to twenty-five (25) days vacation based on qualification. Employees hired after the effective date of this Agreement will be entitled to the vacation entitlement specified in the Company's Employee Handbook identified in paragraph (A) above.

C. Active employees who occupy a position on the seniority roster and are working in the Maintenance of Way Department will qualify for three (3) personal leave days annually. Personal leave days may be taken following a minimum forty-eight hours advance notice by the employee, which may be granted by the company based on service requirements.

D. To be eligible for holiday pay an employee must have worked the last regularly assigned workday before the holiday, the day of the holiday (if it is not a scheduled rest day) as well as the first normally assigned workday following the holiday. Vacation days and personal leave days described in paragraphs A. and B. above when taken in connection with a holiday will extend the qualification period by the amount of vacation days or personal leave days taken. An employee required to work on a holiday will receive the overtime rate at time and one half, in addition to normal holiday pay.

E. The Company will make a 401(k) retirement savings plan available on the same terms as it does for salaried employees with a company match of 50% of the employee's

contribution up to 6% of gross pay, i.e., the Company's match will not exceed 3% of an employee's total contribution.

F. 1. Employees governed under the provisions of this Agreement will be covered by the most current terms and plan structure of the Railroad Employees National Health and Welfare Plan as amended from time to time by agreement between the National Carrier's Conference Committee and the Organization. Unless and until otherwise agreed by the parties to this Agreement, each employee covered by this Agreement will have the cost share, as shown below, deducted from his pay for each month the Carrier is required to make a payment to the Railroad Employees National Health and Welfare Plan on behalf of that employee. As permitted by Law, the deduction will be performed on a pre-tax basis and will not be deducted in the same pay period as any deductions are made for union dues or agency fees.

Effective January 2013 - \$50.00
Effective January 2014 - \$100.00
Effective January 2015 - \$150.00

2. Employees under this Agreement shall also be covered by: the National Supplemental Sickness Benefit Plan; the National Dental Plan; the National Early Retirement Major Medical Benefit Plan (ERMA); and, the National Vision Care Plan as such plans are amended from time to time by agreement between the National Carrier's Conference Committee and the Organization.

3. Employees discharged during their probationary period shall have no entitlement to Health & Welfare benefits following the date of their discharge subject to the terms in the above plans.

G. Employees will participate in the Company's annual bonus program, which is applicable to salaried employees. The administration of the bonus is solely at the discretion of management.

ARTICLE XV - AVAILABILITY BONUS

A. Employees subject to this Agreement will be provided with an annual bonus which recognizes availability for

service. An active employee in the Maintenance of Way Department who occupies a position on the seniority roster at the beginning of the year will qualify for a bonus of \$700.00 at the end of the year if that employee has not laid off due to illness the entire year. For each day during the year such employee lays off due to illness the bonus will be reduced by \$100.00.

ARTICLE XVI - ATTENDING COURT

Employees attending court on behalf of the company at home shall be allowed regular time, and when attending court on behalf of the company away from home shall be allowed regular time and actual expenses. Transportation to and from court will be furnished by the company, and the employee shall turn over witness certificates from the Clerk of Court to the company representatives.

ARTICLE XVII - PAYDAY

A. Employees will be paid semi-monthly, on the 22nd for the period 1st through 15th; and on the 7th for the period 16th through end of month.

B. Direct Deposit

1. The Company will provide cost-free direct deposit for employee payroll.
2. The sole method of payment of wages to employees covered by this Agreement shall be by direct deposit into a bank or credit union account. All employees will make whatever arrangements are necessary in order to receive their wages and any other payments thereafter via direct deposit.
3. The Company will not authorize the financial institution where an employee has an account to make any debit entries or adjustments for any credit entries made in error, including overpayments, to any employee's account at a commercial bank, savings account or credit union.

ARTICLE XVIII - RATES OF PAY

A. The Rates of Pay identified in this Agreement are attached hereto as Appendix 1.

B. Employees hired after July 21,2008 will be compensated at 70% of the applicable rate schedule for the assignment working for the first year of employment, 85% of the applicable rate for the second year of employment, and 100% of the applicable rate thereafter. Entry rates will not apply to positions above the rank of Trackman.

D. Employees will be compensated at the highest rate of pay for service performed during a tour of duty.

ARTICLE XIX- OVERTIME

A. All time compensated in excess of forty (40) hours in a workweek shall be paid for as overtime, at one and one-half (1-1/2) times the hourly rate. Employees instructed to work overtime shall work overtime whether such overtime occurs before or after the regular assignment.

B. Employees who have worked five - (5) days (40 hours) in a workweek or four - (4) ten hour days (40 hours), shall be paid one and one-half (1-1/2) times the basic straight time rate for work on the sixth or seventh day of their workweek (or on the fifth day in the case of employees working four - (4) ten hour days (40 hours). Employees performing more than five (5) days service per week because of moving from one assignment to another are not entitled to overtime.

C. Overtime rates (time and one-half) will apply to: call outs outside the regular assigned hours, call outs or work on days off (subject to the accumulation of forty hours straight time if a regular assigned day had been missed), work on Holidays. Holidays that fall within the work week will count towards the accumulation of forty hours straight time for calculating overtime.

D. All time worked in excess of sixteen (16) hours in a twenty-four (24) hour period (beginning with the time the continuous work period commences) shall be paid for as overtime, at twice (2 times) the hourly rate.

E. No hours in excess of the regular hours during which the job is bulletined to work shall be worked or permitted except by direction of the proper supervising company official except where advance authority is not obtainable.

F. There shall be no pyramiding of overtime under any provision of this Agreement.

ARTICLE XIX - NEW POSITIONS

A. If a new position is established for which a rate of pay has not been agreed upon, the carrier will in the first instance establish a rate which is commensurate with the duties, responsibilities, characteristics and other requirements of said position. If the General Chairman does not agree that the rate of pay so established is commensurate with the duties, responsibilities, characteristics, and other requirements of the position, he shall so notify the carrier and thereupon the duly authorized representative of the carrier shall meet with the General Chairman or his representative for the purpose of mutually agreeing upon a rate which will be satisfactory to both parties. In the event of failure to reach a mutual agreement on the subject, it will be submitted to arbitration in accordance with paragraph C. of this Article.

B. If, as a result of the 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 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 top the requirements of the Railway Labor Act which shall contain the following provisions:

- (1) shall state that the Board of Arbitration is to consist of three members;
- (2) shall state specifically that the question to be submitted to the Board for decision shall be

limited to the single question as to whether the rate established by the carrier should be continued or whether the rate suggested by the General chairman should be adopted or whether an intermediate rate is justified; and that in its award the said Board shall confine itself strictly to decision as to the question so specifically submitted to it;

- (3) shall fix a period of ten (10) days from the date of the appointment of the arbitrator necessary to complete the Board within which said Board shall commence its hearings;
- (4) shall fix a period of thirty (30) days from the beginning of the hearings within which the said Board shall make and file its award; provided, that the parties may agree at any time upon the extension of this period;
- (5) shall provide that the award shall become effective on the date that it is rendered and the rate awarded shall continue in force until changed or modified pursuant to the provisions of the Railway Labor Act.

ARTICLE XX – MORATORIUM

A. This agreement will remain in effect until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

B. No party to this Agreement will serve any notice or proposal under the terms of the Railway Labor Act for the purpose of changing the provisions of this Agreement prior to April 1, 2017, to be effective no earlier than July 1, 2017.

C. All proposals in any pending notices served by the Organization and the Company are hereby withdrawn.

D. This Article will not bar the parties from agreeing upon any subject of mutual interests.

IN WITNESS WHEREOF, the parties hereto have caused this

Agreement to be executed by their duly authorized representatives as of this ____ day of _____ 2012.

FOR THE EMPLOYER:
MISSISSIPPI EXPORT
RAILROAD COMPANY

FOR THE ORGANIZATION:
BROTHERHOOD OF MAINTENANCE
OF WAY EMPLOYEES DIVISION

Gregory Luce
President

Cleophus Johnson, Jr.
Local Chairman

Hayward J. Granier
General Chairman

J. R. Cook
Vice President

"APPENDIX 1"

MAINTENANCE OF WAY RATES OF PAY

December 1, 2012 wage increase

2.00%

100% after 24 calendar months

<u>Hourly Rates</u>	<u>S.T.</u>	<u>O.T.</u>
GPA GROUP A	\$24.65	\$36.98
GPB GROUP B	\$24.31	\$36.46
GPC GROUP C	\$23.17	\$34.76
GPD GROUP D	\$21.82	\$32.73

GPA FOREMAN
TRACK INSPECTOR

GPB MARK II AND MARK III TAMPER
SPEED SWING
BACK HOE
BALLAST REGULATOR

GPC TIE INSERTER
TRACTOR AND BUSH HOG
TRACK BROOM
SWITCH TAMPER
TRACK MOUNTED WRENCHING MACHINE
RAIL JOINT STRENGTHNER

GPD SECTION LABORERS

"APPENDIX 1"

MAINTENANCE OF WAY RATES OF PAY

July 1, 2013 wage increase

2.00%

100% after 24 calendar months

<u>Hourly Rates</u>	<u>S.T.</u>	<u>O.T.</u>
GPA GROUP A	\$25.15	\$37.72
GPB GROUP B	\$24.79	\$37.19
GPC GROUP C	\$23.64	\$35.46
GPD GROUP D	\$22.25	\$33.38

GPA FOREMAN
TRACK INSPECTOR

GPB MARK II AND MARK III TAMPER
SPEED SWING
BACK HOE
BALLAST REGULATOR

GPC TIE INSERTER
TRACTOR AND BUSH HOG
TRACK BROOM
SWITCH TAMPER
TRACK MOUNTED WRENCHING MACHINE
RAIL JOINT STRENGTHNER

GPD SECTION LABORERS

"APPENDIX 1"

MAINTENANCE OF WAY RATES OF PAY

July 1, 2014 wage increase

2.00%

100% after 24 calendar months

<u>Hourly Rates</u>	<u>S.T.</u>	<u>O.T.</u>
GPA GROUP A	\$25.65	\$38.47
GPB GROUP B	\$25.29	\$37.93
GPC GROUP C	\$24.11	\$36.17
GPD GROUP D	\$22.70	\$34.05

GPA FOREMAN
TRACK INSPECTOR

GPB MARK II AND MARK III TAMPER
SPEED SWING
BACK HOE
BALLAST REGULATOR

GPC TIE INSERTER
TRACTOR AND BUSH HOG
TRACK BROOM
SWITCH TAMPER
TRACK MOUNTED WRENCHING MACHINE
RAIL JOINT STRENGTHNER

GPD SECTION LABORERS

"APPENDIX 1"

MAINTENANCE OF WAY RATES OF PAY

July 1, 2015 wage increase

2.50%

100% after 24 calendar months

<u>Hourly Rates</u>	<u>S.T.</u>	<u>O.T.</u>
GPA GROUP A	\$26.29	\$39.44
GPB GROUP B	\$25.92	\$38.88
GPC GROUP C	\$24.71	\$37.07
GPD GROUP D	\$23.27	\$34.90

GPA FOREMAN
TRACK INSPECTOR

GPB MARK II AND MARK III TAMPER
SPEED SWING
BACK HOE
BALLAST REGULATOR

GPC TIE INSERTER
TRACTOR AND BUSH HOG
TRACK BROOM
SWITCH TAMPER
TRACK MOUNTED WRENCHING MACHINE
RAIL JOINT STRENGTHNER

GPD SECTION LABORERS

"APPENDIX 1"

MAINTENANCE OF WAY RATES OF PAY

July 1, 2016 wage increase

2.50%

100% after 24 calendar months

<u>Hourly Rates</u>	<u>S.T.</u>	<u>O.T.</u>
GPA GROUP A	\$26.95	\$40.42
GPB GROUP B	\$26.57	\$39.85
GPC GROUP C	\$25.33	\$38.00
GPD GROUP D	\$23.85	\$35.77

GPA FOREMAN
TRACK INSPECTOR

GPB MARK II AND MARK III TAMPER
SPEED SWING
BACK HOE
BALLAST REGULATOR

GPC TIE INSERTER
TRACTOR AND BUSH HOG
TRACK BROOM
SWITCH TAMPER
TRACK MOUNTED WRENCHING MACHINE
RAIL JOINT STRENGTHNER

GPD SECTION LABORERS

Side Letter No. 1

November ____, 2012

Mr. Hayward J. Granier
General Chairman
BMWED

Dear Mr. Granier:

This will confirm our agreement in connection with the Collective Bargaining Agreement signed today covering the employees of the Mississippi Export Railroad represented by the BMWED.

Each employee in active service as of the signing date of the Agreement will be paid a lump sum signing bonus of \$450.00. This payment will be made within thirty days.

Sincerely,

Gregory Luce
President
Mississippi Export Railroad

I Agree:

Hayward J. Granier

Side Letter No. 2

November ____, 2012

Mr. Hayward J. Granier
General Chairman
BMWED

Dear Mr. Granier:

This will confirm our agreement in connection with the Collective Bargaining Agreement signed today covering the employees of the Mississippi Export Railroad represented by the BMWED.

If during the duration of the Section 6 Notice Moratorium provided for in Article XX B. of the Agreement, the Mississippi Export Railroad reaches an agreement with any other Organization representing employees of the Carrier that provides higher direct compensation increases and/or Health Plan cost share amounts more favorable to the employees that would be effective prior to July 1, 2017, the Carrier and the Organization will meet promptly to make appropriate adjustments to our Agreement.

Sincerely,

Gregory Luce
President
Mississippi Export Railroad

I Agree:

Hayward J. Granier