

A G R E E M E N T

between

THE LOUISIANA AND NORTH WEST RAILROAD COMPANY

and

EMPLOYEES THEREON

Represented by

BROTHERHOOD OF MAINTENANCE OF WAY
EMPLOYEES

EFFECTIVE SEPTEMBER 1, 1982

(Except as otherwise provided herein)

Louisiana & Northwest Railroad and the Brotherhood of Maintenance of Way Employees

Mediation Agreement

THIS AGREEMENT, executed this 16th day of August, 2007 by and between the Louisiana And Northwest Railroad and the employees represented by the Brotherhood of Maintenance of Way, witnesseth:

IT IS HEREBY AGREED:

Article 1 – Signing/Back Pay Bonus

\$500 per employee employed on or before Jan. 1, 2006.

Article 2 – Wages

First General Wage Increase

On August 1, 2007, all hourly rates of pay in effect on the preceding day for employees covered by this agreement shall be increased in the amount of five (5%) percent.

Second General Wage Increase

Effective August 1, 2008, all hourly rates of pay in effect on the preceding day for employees covered by this agreement shall be increased in the amount of three (3%) percent.

Third General Wage Increase

Effective August 1, 2009, all hourly rates of pay in effect on the preceding day for employees covered by this agreement shall be increased in the amount of one (1%) percent.

Fourth General Wage Increase

Effective August 1, 2010, all hourly rates of pay in effect on the preceding day for employees covered by this agreement shall be increased in the amount of one (1%) percent.

Fifth General Wage Increase

Effective August 1, 2011, all hourly rates of pay in effect on the preceding day for employees covered by this agreement shall be increased in the amount of one (1%) percent.

Article 3 – Health and Welfare

Part 1- Continuation of Health and Welfare Plan

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B. M. W. E.

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ARTICLE I. - SCOPE

RULE 1-1.

These rules will govern the hours of service, working conditions, and rates of pay of all employees in the Maintenance of Way Department as listed in this Agreement, and other employees who fill similar positions hereafter created in the Maintenance of Way Department account changes in maintenance work.

ARTICLE II. - SENIORITY

RULE 2-1. SENIORITY DATUM.

Seniority begins at the time the employee's pay starts, except that trackmen shall not establish seniority until they have been in continuous service for ninety (90) days.

RULE 2-2. SENIORITY RIGHTS.

Rights accruing to employees under their seniority entitle them to consideration for positions in accordance with their relative length of service as hereinafter provided.

RULE 2-3. SENIORITY DISTRICTS AND CLASSES.

The Louisiana and North West Railroad Company's lines shall comprise one seniority district and shall hereinafter be referred to as the System.

Classes:	Track Foremen	* B B Foremen
	Track Men	* B B Carpenters
		* B B Helpers

* These seniority classes will be continued for the duration of incumbency by present holders as of Sept. 1, 1982, to be eliminated by attrition.

RULE 2-4. TEMPORARY SERVICE OR VACANCIES.

Employees assigned to temporary service or vacancies may, when released, return to the position from which taken without loss of seniority.

RULE 2-5. NOTICE OF DESIRE TO RETAIN SENIORITY.

An employee laid off by reason of force reduction desiring to retain his seniority must within thirty (30) days from date of his displacement file his address with his superior officer of the department giving the notice of the reduction (with copy to the General Chairman), and must renew same at any time his address is changed. Failure to return to service within seven (7) days after being so notified in writing will forfeit all seniority rights.

RULE 2-6. SENIORITY ROSTERS.

Seniority rosters will be revised in January of each year, and will be open to correction for a period of sixty (60) days thereafter. Copies will be furnished to the General Chairman and posted at convenient places available for inspection by the

employees interested. Seniority dates shall be considered permanently established if not protested for two (2) successive postings, except that typographical errors will be corrected.

ARTICLE III. - REDUCTION AND RESTORATION OF FORCES

RULE 3-1. REDUCTION OF FORCES.

In the reduction of forces, same shall be made in reverse order of seniority.

RULE 3-2. DISPLACING JUNIOR EMPLOYEES .

When forces are reduced employees cut off or displaced shall be granted the right to displace any junior employee in their respective classifications, provided such rights are requested in writing to their immediate superior officer (with copy to the General Chairman) within thirty (30) days from the date of displacement. An employee failing to exercise seniority within thirty (30) days will be written out of service unless he is granted a leave of absence. The General Chairman will be furnished copy of such leave of absence.

RULE 3-3. RESTORATION OF FORCES.

When forces are increased or vacancies occur, furloughed employees shall be returned to service in the order of their seniority rights.

RULE 3-4. ADVANCE NOTICE ON ABOLISHING POSITIONS OR FORCE REDUCTIONS.

(1) Rules, agreements, or practices, however established, that require more than sixteen (16) hours' notice before abolishing positions or making force reductions are hereby modified so as not to require more than sixteen (16) hours' such advance notice under emergency conditions such as flood, snowstorm, hurricane, earthquake, fire, or strike, provided the Carrier's operations are suspended in whole or in part and provided further that because of such emergency 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.

(2) Existing rules providing that advance notice of less than five (5) working days be given before the abolishment of a position or reduction in force are hereby revised so as to require not less than five (5) working days' advance notice. With respect to employees working on regularly established positions where existing rules do not require advance notice before such position is abolished, not less than five (5) working days' advance notice shall be given before such positions are abolished. The provisions of paragraph (1) hereof shall constitute an exception to the foregoing requirements of this paragraph (2).

ARTICLE IV. - LEAVE OF ABSENCE

RULE 4-1. EMPLOYEES.

An employee shall not be granted leave of absence for a longer period than ninety (90) days except in case of sickness, himself or his family, without approval of the Management and the General Chairman. Employees failing to return to work on or before the expiration of leave of absence will lose their seniority rights, unless a satisfactory explanation can be given. Employees serving on Committees for the Brotherhood of Maintenance of Way Employees shall be granted indefinite leave of absence and free transportation when requested.

RULE 4-2. OFFICIALS.

Employees accepting official positions with this Company or with the Brotherhood of Maintenance of Way Employees shall retain and accrue seniority in the district from which promoted.

ARTICLE V. - PROMOTIONS AND TRANSFERS

RULE 5-1. BASIS OF PROMOTION.

Promotions shall be based on ability, merit, and seniority. Ability and merit being sufficient, seniority shall prevail. The Management to be the judge subject to appeal.

RULE 5-2. LIMITS.

Employees are entitled to promotion only on the district over which their seniority rights prevail.

RULE 5-3. DECLINING.

Employees declining promotion shall not lose their seniority.

RULE 5-4. BULLETINING POSITIONS.

New positions and vacancies (with the exception of Track Men) shall be bulletined (copy of the bulletin to be furnished the General Chairman) within ten (10) days previous to or following the dates such vacancies occur, except that temporary vacancies need not be bulletined until the expiration of thirty (30) days from the date such vacancies occur. Promotions to new positions or to fill vacancies will be made after bulletin notice has been posted for a period of ten (10) days at the headquarters of the employees in the sub-department entitled to consideration, during which time employees may file their applications with the official whose name appears on the bulletin, sending copy to the General Chairman. The assignment will be made within twenty (20) days from the date of the bulletin covering the advertisement and will be covered by bulletin posted in the same manner as the advertisement, one copy of which will be mailed to the General Chairman. All assignments must be filled promptly. Senior employees shall be given preference in filling vacancies pending the bulletining and assigning of same.

RULE 5-5. FAILING TO QUALIFY.

Employees awarded bulletined positions will be allowed thirty (30) days in which to qualify and failing, shall retain all their seniority rights, may bid on any bulletined position, or may

return to their former position.

RULE 5-6. RETAINING SENIORITY IN DEPARTMENT.

Employees promoted or transferred to any position covered by this agreement shall retain and accrue seniority in the sub-department from which promoted or transferred, and seniority in the sub-department to which transferred or promoted shall begin on the date of such transfer or promotion.

RULE 5-7. TRADING POSITIONS.

Employees will not be permitted to trade positions except when approved in writing by the Management and the General Chairman.

ARTICLE VI. - DISCIPLINE AND GRIEVANCES

RULE 6-1. ADVICE OF CAUSE.

Employees disciplined or dismissed will be advised of the cause for such action, in writing, if requested.

RULE 6-2. HEARING.

An employee disciplined or who feels unjustly treated shall, upon making written request to the immediate superior within ten (10) days from the date of the advice of discipline be given a fair and impartial hearing within ten (10) days thereafter, and a decision will be rendered within ten (10) days after completion of hearing. The employee may have a representative of his choice at such hearing.

RULE 6-3. TRANSCRIPT.

A transcript of an employee's evidence, when taken in writing, will be furnished to such employee and/or his representative upon verifying and signing same.

RULE 6-4. APPEAL.

An employee dissatisfied with a decision will have the right of appeal in succession up to and including the highest official designated by the Company to handle such cases, if notice of appeal is given the official rendering the decision within ten (10) days thereafter. The right of employees to be assisted by duly accredited representatives of the employees is recognized, but grievances and complaints shall not be considered unless presented by either party to this agreement.

RULE 6-5. EXONERATION.

If the charge against the employee is not sustained, it shall be stricken from the record. If by reason of such unsustained charge, the employee has been removed from the position held, reinstatement will be made and payment allowed for earnings lost, less any amount earned during the period held out of service.

RULE 6-6. TIME LIMIT ON APPROVING APPLICATIONS.

Nothing in this rule will restrict the right of the Company to dismiss an employee within sixty (60) days of date of employment account application rejected.

RULE 6-7. TIME LIMIT - CLAIMS AND GRIEVANCES.

Other provisions of this Article notwithstanding, all claims or grievances arising on or after January 1, 1956 shall be handled as follows:

(a) All claims or grievances must be presented in writing by or on behalf of the employee involved to the officer of the Carrier authorized to receive same, within sixty (60) days from the date of the occurrence on which the claim or grievance is based. Should any such claim or grievance be disallowed, the 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.

(b) If a disallowed claim or grievance is to be appealed, such appeal must be in writing and must be taken within sixty (60) days from receipt of notice of disallowance, and the representative of the 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 60 day period for either a decision or an appeal, up to and including the highest officer of the Carrier designated for that purpose.

(c) The requirements outlined in paragraphs (a) and (b), pertaining to appeal by the employee and decision by the Carrier, shall govern in appeals taken to each succeeding officer, except in cases of appeal from the decision of the highest officer designated to handle such disputes. All claims or grievances involved in a decision by the highest designated officer shall be barred unless within nine (9) months from the date of said officer's decision proceedings are instituted by the employee or his duly authorized representative before the appropriate division of the National Railway 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 9 months' period herein referred to.

(d) A claim may be filed at any time for an alleged continuing violation of any agreement and all rights of the claimant or claimants involved thereby shall, under this rule, be fully protected by the filing of one claim or grievance based thereon as long as such alleged violation, if found to be such, continues. However, no monetary claim shall be allowed retro-

actively for more than sixty (60) days prior to the filing thereof. With respect to claims and grievances involving an employee held out of service in discipline cases, the original notice of request for reinstatement with pay for time lost shall be sufficient.

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

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

ARTICLE VII. - HOURS OF SERVICE, OVERTIME, AND CALLS

RULE 7-1. A DAY'S WORK.

Eight (8) hours' service, exclusive of the meal period, shall constitute a day's work.

RULE 7-2. WORK WEEK.

(a) Subject to the exceptions contained in this agreement, the work week shall be 40 hours, consisting of five days of eight hours each, with two consecutive days off in each seven. The work weeks may be staggered in accordance with the Carrier's operational requirements. So far as practicable, the days off shall be consecutive and shall be Saturday and Sunday.

(b) 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 consecutive days starting with Monday.

RULE 7-3. HOURS PAID FOR.

The hours of service of employees covered by this agreement shall not be reduced below five days per week to avoid making force reduction.

RULE 7-4. LESS THAN EIGHT HOURS PER DAY.

When less than eight (8) hours are worked for convenience of employees, or, when due to inclement weather, interruptions occur to regularly established work period preventing eight (8) hours' work, only actual hours worked or held on duty, with a minimum of three (3) hours, will be paid for.

RULE 7-5. REST DAY AND HOLIDAY WORK.

Employees who are required to work or are held on duty on rest days or on paid holidays shall be compensated therefor at the rate of time and one-half.

RULE 7-6. OVERTIME.

(a) Time worked following and continuous with regular eight hour work period shall be paid for at rate of time and one-half computed on the actual minute basis with double time computed on actual minute basis after 16 continuous hours of work in any 24 hour period computed from starting time of the employee's regular shift, thereafter at time and one-half rate or double time rate as the case may be until relieved for eight hours or more rest.

(b) In the application of this rule to new employees temporarily brought into the service in emergencies, the starting time of such employees will be considered as of the time that they commence work or are required to report.

(c) Work in excess of 40 straight time hours in any work week shall be paid for at one and one-half times the basic straight time rate, except where such work is performed by an employee due to moving from one assignment to another or to or from an extra or furloughed list or where days off are being accumulated under Rule 7-2.

(d) For the purpose of computing overtime, it is hereby agreed that employees rendering service on any day or when worked part time on such days, will be credited with a day of service.

(e) There shall be no overtime on overtime; neither shall overtime hours paid for, other than hours not in excess of eight paid for at overtime rates on holidays or for changing shifts, be utilized in computing the 40 hours per week, nor shall time paid for in the nature of arbitraries or special allowances such as attending court, deadheading, 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 rule in computations leading to overtime.

RULE 7-7. CALLS

(a) Employees notified or called for service outside of established hours will be paid for such service at time and one-half rate, with a minimum of two (2) hours and forty (40) minutes work or less. When called more than six (6) hours in advance of regular work period, employees will be paid at time and one-half rate until relieved for eight (8) hours or more. Employees' time will begin when called and end when returned to regular assigned headquarters or home station, unless relieved for rest for eight (8) hours or more. After being so relieved if away from home station or assigned headquarters, they will be paid in accordance with practice at home station, provided that in no case shall employees be paid for a total of less than eight (8) hours for each calendar day.

(b) Employees laid off in reduction of force and retaining seniority under the provisions of Rule 2-5, when called back temporarily for special service, will be compensated as follows:

When working the full hours of assignment of the gang with which employed, eight (8) hours at pro rata rate.

When called for irregular or part-time service, paid as per paragraph (a) of this rule .

RULE 7-8. 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 40 hours of work that week; in all other cases by the regular employee.

RULE 7-9. AUTHORIZING OVERTIME.

Overtime worked will not be paid for unless its performance is authorized by the proper authority or, in case of an emergency, when proper advance authority is not obtainable.

RULE 7-10. ABSORBING OVERTIME.

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

RULE 7-11. SUPERVISORY FORCES.

Employees whose responsibilities and/or supervisory duties require service in excess of the working hours or days assigned for the general force may be compensated on a monthly rate to cover all services rendered, except that when such employees are required to perform work which is not part of their responsibilities or supervisory duties on rest days or on paid holidays, or in excess of established working hours, such work will be paid for on the basis provided in these rules in addition to the monthly rate. Section foremen so paid who are required to walk or patrol track on rest days and holidays shall be paid therefor on the basis provided in these rules, in addition to the monthly rate.

RULE 7-12. STARTING TIME OF WORK PERIOD.

The starting time of the work period for regularly assigned service will be designated by the supervisory officer and will not be changed without first giving employees affected thirty-six (36) hours notice.

RULE 7-13. BEGINNING AND ENDING OF WORK PERIOD.

Employees' time will start and end at designated assembling points for each class of employees. Tool houses, outfit cars, work shops, etc., shall be the designated assembling points.

RULE 7-14. MEAL PERIOD.

When a meal period is allowed, it will be between the ending of the fourth and the beginning of the seventh hour after starting work, unless otherwise agreed upon by the employees affected and the supervisory officer. The meal period shall not be less than thirty (30) minutes or more than one (1) hour. If the meal period is not afforded between the fourth and the seventh hour, it shall be paid for at the overtime rate, and twenty minutes

time in which to eat shall be afforded at the first opportunity with no deduction in pay. 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 (20) minutes shall be allowed in which to eat without deduction in pay, when nature of the work permits.

RULE 7-15. TRAVEL IN CAMP CARS.

Employees required by the Carrier to travel on or off their assigned territory in boarding cars will be allowed straight time traveling during regular working hours and for rest days and holidays during hours established for work periods on other days, and straight time for traveling during the hours between 10:00 P. M. and 6:00 A. M..

RULE 7-16. ROAD SERVICE.

Employees required by the Carrier to leave their home station, will be allowed actual time for traveling or waiting, during the regular working hours. All hours worked will be paid for in accordance with the practice at the home station. Travel or waiting time during the recognized overtime hours at home stations will be paid for at the pro-rata rate. If during the time on the road a man is relieved from duty and is permitted to rest for five or more hours, such relief time will not be paid for, provided that in no case shall he be paid for a total of less than eight hours for each calendar day, when such irregular service prevents the employee from making his regular daily hours at home station. Where meals and lodgings are not provided by the Carrier, actual necessary expenses will be allowed.

RULE 7-17. REPORTING AND NOT USED.

When regular section men are required to report at usual starting time and place for the day's work and conditions prevent work being performed, they will be allowed a minimum of three (3) hours. If held on duty over three (3) hours, actual time so held will be paid for.

RULE 7-18. COMPOSITE SERVICE.

An employee who works on a higher rated position for one hour or more, but less than 5 hours, in any one day will be paid the higher rate for the time so worked. If the employee works 5 hours or more on the higher rated position in any one day, he will be paid the higher rate for the entire day.

RULE 7-19. WITNESSES.

Employees taken away from their regular assigned duties at the request of the Company to attend court or to appear as witnesses for the Company will be furnished transportation and will 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 headquarters. Any fees or mileage accruing will be assigned to the Company.

RULE 7-20. PAID HOLIDAYS.

Section 1.

Subject to the qualifying requirements applicable to regularly assigned employees contained in Section 2 hereof, each regularly assigned hourly and daily rated employee shall receive eight hours' pay at the pro-rata hourly rate of the position to which assigned for each of the following enumerated holidays:

- . New Year's Day
- Washington's Birthday
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving Day
- Day before Christmas
- Christmas Day

Subject to the qualifying requirements applicable to other than regularly assigned employees contained in Section 2 hereof, all others who have been employed on hourly or daily rated positions shall receive eight hours' pay at the pro-rata hourly rate of the position on which compensation last accrued to them for each of the above-identified holidays if the holiday falls on a work day of the work week as defined in Section 2 hereof, 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 preceding the holiday beginning with the first day of compensated service, provided employment was not terminated prior to the holiday by resignation, for cause, retirement, death, non-compliance with a union shop agreement, or disapproval of application for employment.

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

All others for whom holiday pay is provided in Section 1 hereof shall qualify for such holiday pay if on the work day preceding and the work day following they satisfy one or the other of the

following conditions:

(i) Compensation for service paid by the Carrier is credited,
or

(ii) Such employee is available for service.

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

For purposes of Section 1, the work week for other than regularly assigned employees shall be Monday to Friday, both days inclusive, except that such employees who are relieving regularly assigned employees on the same assignment on both the work day preceding and the work day following the holiday will have the work week of the incumbent of the assigned position and will be subject to the same qualifying requirements respecting service and availability on the work days preceding and following the holiday as apply to the employee whom he is relieving.

For other than regularly assigned employees whose hypothetical work week is Monday to Friday, both days inclusive, if the holiday falls on Friday, Monday of the succeeding week shall be considered the work day immediately following. If the holiday falls on Monday, Friday of the preceding week shall be considered the work day immediately preceding the holiday.

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

Section 3.

Nothing in this rule shall be construed to change existing rules and practices thereunder governing the payment for work performed by an employee on a holiday.

Section 4.

It is understood and agreed that compensation for all holidays to which an employee is entitled shall be paid regardless of when said holiday falls, i.e.: If a holiday falls during an employee's vacation or on his regular rest day he shall be paid for said holiday. If falling during a vacation period, said holiday shall not extend the term of said vacation period.

ARTICLE VIII. - GENERAL

RULE B-1. CAMP CARS.

It will be the policy to maintain camp cars in good and sanitary condition, to furnish bathing facilities, when practicable and desired by the employees, and to provide sufficient means of ventilation and air space. All dining and sleeping cars will be screened when necessary. It will be the duty of the Foreman to see that cars are kept clean.

RULE 8-2. WATER.

The Company will see to it that an adequate supply of water suitable for domestic uses is furnished free of cost to employees living in its buildings, camps, or outfit cars. Where it must be transported and stored in receptacles, they should be well adapted to the purpose.

RULE 8-3. WEEK END VISITS.

Employees will be allowed, when in the judgment of the Management conditions permit, to make week end trips to their homes. Free transportation will be furnished consistent with the regulations. Any time lost on this account will not be paid for.

RULE 8-4. TOOLS.

The Company will furnish the employees such general tools as are necessary to perform their work, except such tools as are customarily furnished by skilled workmen.

RULE 8-5. TRANSFERRING HOUSEHOLD GOODS.

Employees transferring from one location to another by direction of the Management or through exercise of seniority will be entitled to move their household effects without payment of freight charges when not in violation of law.

RULE 8-6. PRINTING THIS AGREEMENT.

This agreement of working conditions and wages shall be reproduced by the Company, and any employee affected thereby shall be furnished a copy on request.

RULE 8-7. FREE TRANSPORTATION.

The General Committee of the Brotherhood of Maintenance of Way Employees shall be furnished transportation over the railroad operated by the Company when not in violation of law; and employees covered by this agreement and those dependent upon them for support will be given the same consideration in granting free transportation as is granted other employees in the service.

RULE 8-8. ICE.

Where available, a sufficient amount of ice for drinking water shall be furnished to the employees covered by this agreement during working hours between April 1st and November 1st.

RULE 8-9. PERSONAL INJURIES.

Employees injured while at work will not be required to make out accident reports before they are given medical attention, but will make same as soon thereafter as practicable. Proper medical attention will be given at the earliest possible moment.

RULE 8-10. PHYSICAL EXAMINATION.

Employees coming under the scope of this agreement will not be required to submit to physical examination, unless it is apparent that their health or physical condition is such that an examination should be made for the purpose of informing them of their disability, if any exists, in order that they may take

SUPPLEMENTAL AGREEMENT TO

MEMORANDUM OF UNDERSTANDING DATED MARCH 23, 1982

Pursuant to Paragraph 4 of said Memorandum of Understanding, the following changes are agreed in full settlement thereof:

Revise Rule 7-18 to read as follows:

An employee who works on a higher rated position for one hour or more, but less than 5 hours, in any one day will be paid the higher rate for the time so worked. If the employee works 5 hours or more on the higher rated position in any one day, he will be paid the higher rate for the entire day.

Rule 8-11 to be eliminated. Incumbent B & B Gang Employees as of 9/1/82 to be protected: Bridge work not to be assigned to other employees if protected B & B Men not so working. Track work not to be assigned to protected B & B Men if track men with greater track seniority available and not working.

Pay rate rules to be revised effective 9-1-82 to provide that: When a track foreman or a trackman is used in bridge work his rate will be increased 5% for the time so used, in accordance with Rule 7-18.

When a track man is used as machine operator, his rate will be increased 3% (5% after 9/1/83) for the time so used, in accordance with Rule 7-18.

Following are considered roadway machines for purposes of this agreement: Crane, tamper, ballast regulator, and backhoe-wheel loader.

Protected B & B Gang Employees holding seniority as of 9/1/82 to be added to track man seniority roster provided they have not already established a seniority date as such. Employees so added to track man seniority to be added as of 9/1/82, in the order of their service connection.

This Supplement to be incorporated into rewritten agreement as provided in March 23, 1982 Memorandum of Understanding.

BROTHERHOOD OF MAINTENANCE
OF WAY EMPLOYEES

THE LOUISIANA AND NORTH
WEST RAILROAD COMPANY

By W. E. Allen

By J. D. Turner

Homer, Louisiana, August 18, 1982

treatment to improve their condition. In the event a dispute arises as to an employee's physical condition, the Officer in charge of personnel and the General Chairman will agree on a competent doctor, not in the employ of the Company, to conduct an examination, and the case will be disposed of on the basis of his findings.

RULE 8-11. WAGES - RATES OF PAY.

(a) Basic Hourly Rates of Pay - - - Effective April 1, 1982

Track Foreman	9.29	10.14
Track Man	8.35	9.37
*B&B Foreman	10.14	
*B&B Carpenter	9.25	10.14
*B&B Helper	8.75	

*Subject to Rule 2-3.

Effective Sept. 1, 1982, when a track foreman or a track man is used in bridge work, his basic rate will be increased 5% for the time so used, in accordance with Rule 7-18. When a track man is used as machine operator, his basic rate will be increased 3% (5% effective Sept. 1, 1983) for the time so used, in accordance with Rule 7-18. Following are considered roadway machines for purposes of this agreement: Crane, tamper, ballast regulator, backhoe-wheel loader.

(b) Basic Hourly Rates will be increased as follows:

Effective April 1, 1983	4 %
Effective April 1, 1984	4 %

(c) Starting rate for a new employee shall be 90 % of the base rate of the particular classification involved. This rate shall continue until the first anniversary of such employee's seniority date, after which the entire applicable rate shall be payable.

RULE 8-12. COST OF LIVING ADJUSTMENT

(a) Cost of living adjustment will be added to rates of pay as follows:

(1) Formula: 1 cent per hour up or down for each full .4 change in the CPI-W during the measurement period; provided, however, that the maximum increase in the CPI-W which will be taken into account in any year shall be 10%.

(2)	Adjustment Dates	Measurement Period
	April 1, 1982	December, 1981 over June, 1981
	October 1, 1982	June, 1982 over December, 1981
	April 1, 1983	December, 1982 over June, 1982
	October 1, 1983	June, 1983 over December, 1982
	April 1, 1984	December, 1983 over June, 1983

October 1, 1984

June, 1984 over December, 1983

(3) On September 30, 1982, September 30, 1983, and September 30, 1984, 50 % of the Cost of Living Adjustment then in effect on each of such dates will be rolled into basic rates.

RULE 8-13. VACATIONS.

The provisions of the Vacation Agreement, as revised and amended, and as reproduced in Appendix A hereto, shall be considered a part of this agreement.

RULE 8-14. UNION SHOP.

(a) The provisions of the Union Shop Agreement, as amended, and as reproduced in Appendix B hereto, shall be considered a part of this agreement.

(b) Union dues check-off agreement of April 22, 1976, as amended October 27, 1978, shall be considered a part of this agreement.

RULE 8-15. HEALTH AND WELFARE.

(a) The provisions of the National Health and Welfare Plan, Group Policy Contract GA-23000, including retiree benefits as provided by Group Policy Contract GA-46000, or their successors, as amended, shall be applicable to the employees covered by this agreement.

(b) Off-track vehicle insurance as provided by Group Policy Contract GA-822432, or its successor, as amended, shall be applicable to employees covered by this agreement.

(c) Dental insurance as provided by Group Policy Contract GP-12000 or its successor, as amended, shall apply to the employees covered by this agreement.

(d) Supplemental sick benefits as provided by Group Policy Contract 7000, or its successor, as amended, shall apply to the employees covered by this agreement.

(e) The cost of the Health and Welfare plans shall be borne by the Carrier.

(f) In the event that national health legislation should be enacted, benefits provided under the Railroad Employees' National Health and Welfare Plan, the Railroad Employees' National Early Retirement Major Medical Benefit Plan, and the Railroad Employees' National Dental Plan with respect to a type of expense which is a covered expense under such legislation will be integrated so as to avoid duplication, and the parties will agree upon the disposition of any resulting savings.

(g) The Carrier shall furnish each employee with booklets outlining all benefits.

RULE 8-16. USING EMPLOYEES IN WORK OF OTHER CRAFTS.

At points where there is not sufficient work to justify employing a mechanic of each craft, the mechanic or mechanics employed at such points will, so far as they are capable of doing so, perform the work of any craft that it may be necessary to have performed.

RULE 8-17. USING FURLOUGHED EMPLOYEES.

Section 1.

The Carrier shall have the right to use furloughed employees to perform extra work and relief work on regular positions during absence of regular occupants, provided such employees have signified in the manner provided in Section 2 hereof their desire to be so used. This provision is not intended to supersede rules or practices which permit employees to place themselves on vacancies on preferred positions in their seniority districts, it being understood, under these circumstances, that the furloughed employee will be used, if the vacancy is filled, on the last position that is to be filled. This does not supersede rules that require the filling of temporary vacancies. It is also understood that management retains the right to use the regular employee, under pertinent rules of the agreement, rather than call a furloughed employee.

Section 2.

Furloughed employees desiring to be considered available to perform such extra and relief work will notify the proper officer of the Carrier in writing, with copy to the local chairman, that they will be available and desire to be used for such work. A furloughed employee may withdraw his written notice of willingness to perform such work at any time before being called for such service by giving written notice to that effect to the proper Carrier officer, with copy to the local chairman. If such employee should again desire to be considered available for such service, notice to that effect as outlined hereinabove must again be given in writing. Furloughed employees who would not at all times be available for such service will not be considered available for extra and relief work under the provisions of this rule. Furloughed employees so used will not be subject to rules of the applicable collective agreements which require advance notice before reduction of force.

Section 3.

Furloughed employees who have indicated their desire to participate in such extra and relief work will be called in seniority order for this service. Where extra lists are maintained under the rules of the applicable agreement, such employees will be placed on the extra list in seniority order and used in accordance with the rules of the agreement.

Section 4.

Employees who are on approved leave of absence will not be considered furloughed employees for purposes of this rule.

Section 5.

Furloughed employees shall in no manner be considered to have waived their rights to a regular assignment when opportunity therefor arises.

ARTICLE IX. - BENEFITS UNDER THE UNIVERSAL MILITARY TRAINING AND SERVICE ACT

Veterans returning to railroad service, who make application for re-employment within 90 days after being released from training and service, in accordance with the provisions of the Universal Military Training and Service Act and amendments thereto, and employees who have returned to railroad service after completion of training and service and in accordance with the provisions of the Universal Military Training and Service Act, and amendments thereto, who are eligible for educational and vocational assistance under such Act and who make application for leave of absence for the purpose of educational and vocational training under that Act, shall be granted leave of absence for such purpose.

ARTICLE X. - PERSONAL LEAVE

(a) Effective January 1, 1982, a maximum of two days of personal leave will be provided on the following basis:

Each person having an employee relationship with the Carrier of two years or more as of January 1 shall be entitled to two personal leave days during such year. Personal leave days shall be forfeited if not taken during each calendar year.

(b) Personal leave days may be taken upon 48 hours' advance notice from the employee to the proper 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 personal leave days except where the request for leave is so late in a calendar year that service requirements prevent the employee's utilization of any personal leave days before the end of that year.

(c) The Carrier shall have the option to fill or not fill the position of an employee who is absent on a personal leave day. If the vacant position is filled, the rules of the agreement applicable thereto will apply. The Carrier will have the right to distribute work on a position so vacated among other employees covered by the agreement with the organization signatory hereto.

ARTICLE XI. - BEREAVEMENT LEAVE

(a) A bereavement leave, not in excess of three calendar days, 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. In such cases a minimum basic day's pay at the rate of the last service rendered will be allowed for the number of

working days lost during bereavement leave. Employees involved will make provision for taking leave with their supervising officials in the usual manner.

(b) Agreed interpretations:

Q-1. How are the three calendar days to be determined?

A-1. An employee will have the following options in deciding when to take bereavement leave:

(A) three consecutive calendar days, commencing with the day of death, when the death occurs prior to the time an employee is scheduled to report for duty; or

(B) three consecutive calendar days, ending with the day of the funeral service; or

(C) three consecutive calendar days, ending with the day following the funeral service.

Q-2. Does the three (3) calendar days allowance pertain to each separate instance, or do the three (3) calendar days refer to a total of all instances?

A-2. Three days for each separate death; however, there is no pyramiding where a second death occurs within the three-day period covered by the first death.

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

Q-3. An employee working from an extra board is granted bereavement leave on Wednesday, Thursday, and Friday. Had he not taken bereavement leave he would have been available on the extra board, but would not have performed service on one of the days on which leave was taken. Is he eligible for two days or three days of bereavement pay?

A-3. A maximum of two days.

Q-4. Will a day on which a basic day's pay is allowed account bereavement leave serve as a qualifying day for holiday purposes?

A-4. No. However, the parties are in accord that bereavement leave non-availability should be considered the same as vacation non-availability and that the first work day preceding or following the employee's bereavement leave, as the case may be, should be considered as the qualifying day for holiday purposes.

Q-5. Would an employee be entitled to bereavement leave in connection with the death of a half-brother or half-sister, step-brother or step-sister, step-parents or step-children?

A-5. Yes, as to half-brother or half-sister; no, as to step-brother or step-sister, step-parents or step-children. However, the rule is applicable to a family relationship covered by the rule through the legal adoption process.

ARTICLE XII. - RAINWEAR ALLOWANCE

The Carrier shall pay a rainwear allowance of \$ 45.00 per employee once every two years. The first rainwear allowance shall be paid to all persons who are in the employ of the Carrier on December 1, 1982; payment shall be made on or before December 15, 1982. Payment of the rainwear allowance of \$ 45.00 per employee shall thereafter be made to all persons who are in the employ of the Carrier on December 1st of each even-numbered year thereafter; payment shall be made on or before December 15 of such even-numbered years. No rainwear will be provided to employees.

ARTICLE XIII. - JURY DUTY

(a) When an 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 calendar day lost less the amount allowed him 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:

(1) An employee must furnish the Carrier with a statement from the court of jury allowance paid and the days on which jury duty was performed.

(2) The number of days for which jury duty pay shall be paid is limited to a maximum of 60 days in any calendar year.

(3) No jury duty pay will be allowed for any day as to which the employee is entitled to vacation or holiday pay.

ARTICLE XIV. - RETIREMENT

All employees covered by this agreement must retire from active service as of the last day of the month during which they attain age seventy (70).

ARTICLE XV. - EFFECT AND DURATION OF AGREEMENT

Except as specifically provided herein, all Section 6 notices heretofore served by either party are deemed satisfied, settled, or withdrawn.

No party hereto shall serve nor progress prior to October 1, 1984 (not to become effective before April 1, 1985) any proposal or notice for changing any matter contained herein except in the event the Carrier becomes a party to a merger, consolidation, or any similar transaction.

The parties hereby adopt the provisions of this agreement as of Sept. 1, 1982, except as otherwise provided herein, superseding all prior agreements in effect between the parties.

This Agreement shall continue in effect until changed in accordance with the provisions of the Railway Labor Act, as amended.

BROTHERHOOD OF MAINTENANCE
OF WAY EMPLOYES

THE LOUISIANA AND NORTH WEST
RAILROAD COMPANY

By: W. E. Allen
W. E. Allen,
General Chairman

By: J. D. Turner
J. D. Turner,
Vice President - Operations
and General Manager

APPENDIX A - VACATIONS

Section 1.

(a) Effective with the calendar year 1979, an annual vacation of five (5) consecutive work days with pay will be granted to each employee covered by this agreement who renders compensated service on not less than one hundred twenty (120) days during the preceding calendar year.

(b) Effective with the calendar year 1979, an annual vacation of ten (10) consecutive work days with pay will be granted to each employee covered by this agreement who renders compensated service on not less than one hundred ten (110) days during the preceding calendar year and who has two (2) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred ten (110) days (133 days in the years 1950-1959 inclusive, 151 days in 1949, and 160 days in each of such years prior to 1949) in each of two (2) of such years, not necessarily consecutive.

(c) Effective with the calendar year 1979, an annual vacation of fifteen (15) consecutive work days with pay will be granted to each employee covered by this agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has nine (9) 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 nine (9) of such years, not necessarily consecutive.

(d) Effective with the calendar year 1979, an annual vacation of twenty (20) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has eighteen (18) 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 eighteen (18) of such years, not necessarily consecutive.

(e) Effective with the calendar year 1979, an annual vacation of twenty-five (25) consecutive work days with pay will be granted to each employee covered by this agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has twenty-five (25) or more years of continuous service and who, during such period of continuous service renders compensated service on not less

than one hundred (100) days (133 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 employees, 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 employee renders no service because of his own sickness or because of his own injury shall be included in computing days of compensated service and years of continuous service for vacation qualifying purposes on the basis of a maximum of ten (10) such days for an employee with less than three (3) years of service; a maximum of twenty (20) such days for an employee with three (3) but less than fifteen (15) years of service; and a maximum of thirty (30) such days for an employee with fifteen (15) or more years of service with the employing Carrier.

(i) In instances where employees who have become members of the Armed Forces of the United States return to the service of the Carrier in accordance with the Military Selective Service Act of 1967, as amended, the time spent by such employees in the Armed Forces subsequent to their employment by the 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 Carrier.

(j) In instances where an employee who has become a member of the Armed Forces of the United States returns to the service of the Carrier in accordance with the Military Selective Service Act of 1967, as amended, and in the calendar year preceding his return to railroad service had rendered no compensated service or had rendered compensated service on fewer days than are required to qualify for a vacation in the 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 calendar 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 employee who has become a member

of the Armed Forces of the United States returns to the service of the 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 could so qualify for under paragraphs (a), (b), (c), (d), or (e) and (i) hereof.

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

Section 2.

An employee's vacation period will not be extended by reason of any of the recognized holidays or any day which by agreement has been substituted or is observed in place of any of the recognized holidays, or any holiday which by local agreement has been substituted therefor, falling within his vacation period.

Section 3.

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

The local committee 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 employees in any plant, operation, or facility, who are entitled to vacations to take vacations at the same time.

The local committee and the representatives of the Carrier will cooperate in the assignment of remaining forces.

Section 4.

Each employee who is entitled to vacation shall take same at the time assigned, and, while it is intended that the vacation date designated will be adhered to so far as practicable, the management shall have the right to defer same provided the

employee so affected is given as much advance notice as possible; not less than ten (10) days' notice shall be given except when emergency conditions prevent. If it becomes necessary to advance the designated date, at least thirty (30) days' notice will be given affected employees.

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

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

Note: This provision does not supersede provisions of the agreement that require payment of double time under specified conditions.

Section 5.

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

Section 6.

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

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

(b) An employee paid a daily rate to cover all services rendered, including overtime, shall have no deduction made from his established daily rate on account of vacation allowances made pursuant to this agreement.

(c) An employee paid a weekly or monthly rate shall have no deduction made from his compensation on account of vacation allowances made pursuant to this agreement.

(d) An employee working on a piece-work or tonnage basis will be paid on the basis of the average earnings per day for the last two semi-monthly periods preceding the vacation, during which two periods such employee worked on as many as sixteen (16) different days.

(e) An employee not covered by paragraphs (a), (b), (c), or (d) of this section will be paid on the basis of the average daily straight time compensation earned in the last pay period preceding the vacation during which he performed service.

Section 7.

The vacation provided for in this agreement shall be considered to have been earned when the employee has qualified

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

Section 8.

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

Section 9.

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

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

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

Section 10.

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

Section 11.

(a) Except as otherwise provided in this agreement, the Carrier shall not be required to assume greater expense because of granting a vacation than would be incurred if an employee were

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

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

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

APPENDIX B - UNION SHOP AGREEMENT

Section 1.

In accordance with and subject to the terms and conditions hereinafter set forth, all employees of this Carrier now or hereafter subject to the rules and working conditions agreements between the parties hereto, except as hereinafter provided, shall, as a condition of their continued employment subject to such agreements, become members of the organization party to this agreement representing their craft or class within sixty 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 days within a period of twelve consecutive calendar months. Nothing in this agreement shall alter, enlarge, or otherwise change the coverage of the present or future rules and working conditions agreements.

Section 2.

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

Section 3.

(a) Employees who retain seniority under the Rules and Working Conditions Agreements governing their class or craft and who are regularly assigned or transferred to full time employment not covered by such 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 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 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-service men 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 agreement 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 agreements of their class or craft, who are members of any 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 a Carrier to have met the requirements of the Agreement unless and until such Carrier is advised to the contrary in writing by the organization. The organization will notify the Carrier in writing by Registered or Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt, of any employee who it is alleged has failed to comply with the terms of this agreement and who the

organization therefore claims is not entitled to continue in employment subject to the Rules and Working Conditions Agreement. The form of notice to be used shall be agreed upon by the individual railroad and the organizations involved, and the form shall make provision for specifying the reasons for the allegation of non-compliance. Upon receipt of such notice, the Carrier will, within ten 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 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 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 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 calendar days from the date that the hearing is closed, and the employee and the organization shall be promptly advised thereof in writing by Registered or Certified Mail, Return Receipt Requested.

If the decision is that the employee has not complied with the terms of this agreement, his seniority and employment under the Rules and Working Conditions Agreement shall be terminated within twenty 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 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 calendar days of the date the notice of appeal is received, and the employee and the organization shall be promptly advised thereof in writing by Registered or Certified Mail, Return Receipt Requested.

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

(c) If within ten 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, Returned Receipt Requested, that a neutral be appointed to decide the dispute, a neutral person to act as sole arbitrator to decide the dispute shall be selected by the highest officer of the Carrier designated to handle appeals under this agreement or his designated representative, the Chief Executive of the organization or his designated representative, and the employee involved or his representative. If they are unable to agree upon the selection of a neutral person, any one of them may request the Chairman of the National Mediation Board 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 calendar days from the date of receipt of the request for his appointment and shall be final and binding upon the parties. The Carrier, the employee, and the organization shall be promptly advised thereof in writing by Registered or Certified Mail, Return Receipt Requested. If the position of the employee is sustained, the fees, salary, and expenses of the neutral arbitrator shall be borne in equal shares by the Carrier and the organization; if the

employee's position is not sustained, such fees, salary, and expenses shall be borne in equal shares by the Carrier, the organization, and the employee.

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

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

(f) The General Chairman of the organization shall notify the Carrier in writing of the title(s) and address(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 calendar days from the date of the last decision rendered under the provisions of Section 5, or ninety 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 no time or money claims by reason thereof.

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

Section 8.

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

Section 9.

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

Section 10.

(a) The Carrier party to this agreement shall periodically deduct from the wages of employees subject to this agreement periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership in such organization, and shall

pay the amount so deducted to such officer of the organization as the organization shall designate; Provided, however, that the requirements of this subsection (a) shall not be effective with respect to any individual employee until he shall have furnished the Carrier with a written assignment to the organization of such membership dues, initiation fees and assessments, which assignment shall be revocable in writing after the expiration of one year or upon the termination of this agreement whichever occurs sooner.

(b) The provisions of subsection (a) of this section 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, and filing of authorization certificates, the frequency of deductions, the priority of said deductions with other deductions now or hereafter authorized, the payment and distribution of amounts withheld, and any other matters pertinent thereto.

Section 11.

This agreement shall become effective on August 31, 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 Louisiana And North West Railroad Company 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 HOMER, LOUISIANA THIS 12TH DAY OF OCTOBER, 1953.

A G R E E M E N T

BETWEEN

THE LOUISIANA AND NORTH WEST RAILROAD COMPANY
Carrier

AND

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES
Organization

WHEREAS, the above Organization on or about October 1, 1984 served formal notice on the Carrier pursuant to Section 6 of the Railway Labor Act seeking changes in the current agreements between the Organization and the Carrier; and

WHEREAS, in accordance with the provisions of law, duly constituted representatives of the Carrier and the Organization met on various dates to consider the proposals and counter-proposals; and

WHEREAS, as a result of such conferences, the Carrier and the Organization have resolved all of the issues set forth in their respective Section 6 notices, except as specifically hereinafter set forth;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. LUMP-SUM PAYMENT

A lump sum payment of \$ 400. will be paid to each employee in active service on the date of this agreement. This sum will be payable on December 1, 1986.

2. RAINWEAR

Article XII. of the Schedule Agreement is revised by the substitution of \$ 59. for the sum of \$ 45. shown therein. Other provisions of Article XII. will remain unchanged.

3. AGREEMENT AND MORATORIUM

THIS AGREEMENT shall become effective as of October 30, 1986 and shall remain in effect, except as otherwise specifically provided herein, until changed in accordance with the Railway Labor Act, as amended.

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

AFFILIATED WITH THE AFL-CIO AND CLC

SOUTHERN PACIFIC ATLANTIC FEDERATION

1111 NORTH LOOP WEST, SUITE 110
HOUSTON, TEXAS 77008

W. E. ALLEN, GENERAL CHAIRMAN

J. R. SOLARES, FIRST VICE CHAIRMAN
SECRETARY-TREASURER
4200 JAMES LANE
JEFFERSON, LOUISIANA 70121



PH. 713 880-1199

October 31, 1986

F. D. LEWIS, SECOND VICE CHAIRMAN
14302 RAWLINGS ST.
HUMBLE, TEXAS 77396
M. E. HANKS, ASSISTANT CHAIRMAN
4340 TREADWAY
BEAUMONT, TEXAS 77708

ALL MAINTENANCE OF WAY EMPLOYEES
LOUISIANA AND NORTH WEST RAILROAD

Dear Sirs and Brothers:

This has reference to the discussion we had with you about a contract on the Louisiana and North West Railroad.

We held conference with management on October 30, 1986, and as expected they clearly outlined that the railroad was not making any money and were operating in the red for the last 18 months. They also advised that they had received notice that one of their shippers was closing its plant and moving out which would cause a loss of about 16% of their business.

Due to the above we could not get an agreement to give you a raise in pay.

We did get the company to agree to pay each working Maintenance of Way employee \$400.00 bonus on December 1, 1986 and to raise your rainware allowance to \$59.00.

This is absolutely the best we could get for you at this time and we agreed to keep things as they are until October 1, 1987, at which time we will try again.

I am asking each of you to observe the trains and keep a monthly record in order for us to know if business on that railroad does get better or not. This will assist us in our next meeting.

I am sorry time would not permit us to visit each of you after we discussed this with the company but Brother Lewis will make every effort to see you the week of November 10, 1986.

With best wishes, I am

Fraternally yours,

W. E. ALLEN
GENERAL CHAIRMAN

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE LOUISIANA AND NORTH WEST RAILROAD COMPANY,
Carrier,

AND

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES,
Organization,

IT IS AGREED:

1. A bonus of \$400 will be paid to each employee, payable on 12/01/86.
2. The rainwear allowance will be increased from \$45 to \$59 every two years.

AGREEMENT AND MORATORIUM

THIS AGREEMENT shall become effective October 30, 1986, and shall remain in effect, except as otherwise specifically provided herein, until changed in accordance with the Railway Labor Act, as amended.

Except as specifically provided herein, all Section 6 notices heretofore served by the parties are deemed satisfied, settled, or withdrawn and no party hereto shall serve nor progress prior to July 1, 1987 any proposal or notice for changing any matter contained herein, or in the current agreements between the Carrier and the Organization, unless the Carrier becomes a party to a merger, consolidation, or a similar transaction. No such proposal or notice shall become effective prior to October 1, 1987. This provision will not bar the parties from agreeing upon any subject of mutual interest.

J. O. Turner

W. E. Allen

	Base Rates	Other Rates	Including .32 COLA
Roadway			
B&B Foreman Dodson -----	11.50	-----	11.82
B&B Carpenter Dodson -----	10.54	-----	10.86
B&B Helper Emerson -----	10.00	-----	10.32
Track Foreman -----	10.59	-----	10.91
" " (Bridge Work) -----		11.12	11.44
Track Man -----	9.57	-----	9.89
" " (Bridge Work) -----		10.05	10.37
" " (Machine Opr) -----		10.05	10.37
" " @ 90% -----		8.61	8.93

