

IMPLEMENTING AGREEMENT
BETWEEN
NEW ORLEANS PUBLIC BELT RAILROAD
AND
BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES

This Agreement, made this 23rd day of July, 1996, by and between the New Orleans Public Belt Railroad (Carrier) and the employees represented by the Brotherhood of Maintenance of Way Employes, in settlement of all Section 6 Notice provisions of the Railway Labor Act, served on or after November 1, 1994, does hereby agree to the following terms and conditions:

Article I - Wages

Lump sum and signing bonus payments provided for in Sections 1 and 2 of this Article will be paid to each employee subject to this Agreement who has an employment relationship with this Carrier as of the dates such payments are made, except as noted under Section 2 of this Article.

Section 1 - Signing Bonus

Employees who are in active service as of the date of this Agreement, will be paid a \$300.00 Signing Bonus within thirty (30) days from the date of this Agreement.

Section 2 - Lump-Sum Payment

Employees who are in active service as of the date of this Agreement, or who have retired or died on or after January 1, 1995, will be paid a \$300.00 Lump Sum within thirty (30) days of the date of this Agreement.

Section 3 - First General Wage Increase

Effective January 1, 1997, all hourly, daily, weekly, monthly, and piece-work rates of pay in effect on December 31, 1996 for employees covered by this Agreement shall be increased three (3) percent, applied so as to give effect to this increase in pay, irrespective of the method of payment. The cost-of-living allowances in effect on December 31, 1996 sixteen cents (16¢) will be included in the basic rates in computing the amount of this increase.

Section 4 - Second General Wage Increase

Effective January 1, 1998, all hourly, daily, weekly, monthly, and piece-work rates of pay in effect on December 31, 1997 for employees covered by this Agreement shall be increased three (3) percent, applied so as to give effect to this increase in pay, irrespective of the method of payment. The cost-of-living allowances in effect on December 31, 1997 will not be included with the basic rates in computing the amount of this increase.

Section 5 - Third General Wage Increase

Effective January 1, 1999, all hourly, daily, weekly, monthly, and piece-work rates of pay in effect on December 31, 1998 for employees covered by this Agreement shall be increased three (3) percent, applied so as to give effect to this increase in pay, irrespective of the method of payment. The cost-of-living allowances in effect on December 31, 1998 will not be included with the basic rates in computing the amount of this increase. The eleven cents (11¢) COLA will be included in the basic rate of pay effective December 31, 1999.

Article II - Seniority/Work Rule Changes

In accordance with the agreed to changes noted in Exhibit "A" attached, the provisions of the Controlling Agreement under Rule 2 - Seniority, Rule 20 - Rest Day and Holiday Work, Rule 28 - Examination, Rule 39 - Safety, and Rule 41 - Bereavement Leave, are hereby amended as of the date of this Agreement.

Article III - Vacation/Holidays/Personal Leave

In accordance with the agreed to changes noted in Exhibit "A" attached, the provisions of the Controlling Agreement under Appendix D, Section 11, Vacation Agreement, Appendix E,

Section 1, Paid Holidays, and Appendix H, Personal Leave, are hereby amended as of the date of this Agreement.

Article IV - General Provisions

Section 1

- (a) The purpose of this Agreement is to fix the general level of compensation during the period of the Agreement, and to settle the disputes growing out of the notices served upon the New Orleans Public Belt covering wages and work rules, as well as those disputes originating on or about November 1, 1994, relating to health and welfare issues that will be, or have been, settled between the railroads represented by the National Carriers' Conference Committee and this Organization. The Carrier will bear the full cost and expense of the health and welfare benefits during the term of this Agreement.

- (b) This Agreement shall remain in effect through December 31, 1999, and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

Section 2

- (a) Except as provided in this Agreement and/or the Controlling Agreement, no party to this Agreement shall serve, prior to November 1, 1999, any notice or proposal for the purpose of changing the subject matter of the provisions of this Agreement, and any proposals in sending notices relating to such subject matters are hereby withdrawn.
- (b) This Article will not bar management and this organization from agreeing upon any subject of mutual interest.

SIGNED AT NEW ORLEANS, LOUISIANA, THIS 23rd DAY OF JULY, 1996.

For the Brotherhood of Maintenance of
Way Employes:

For the New Orleans Public Belt Railroad:







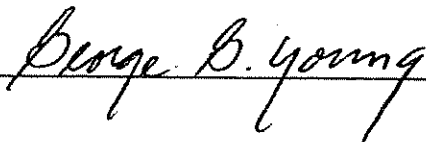


Exhibit A
Agreement Between
New Orleans Public Belt Railroad
and
Brotherhood of Maintenance of Way Employees
Effective July 23, 1996

Rule 2 (c) Seniority - (New)

The Carrier reserves the right to transfer an employee from one gang to another, subject to a limit of two (2) transfers a year per employee; and, a five (5) day notice must precede the transfer. There is no time limit to the transfer, however, the minimum time period is restricted to six (6) months, unless mutually agreed to by both parties to change the minimum time period.

Rule 20 (a) - Rest Day and Holiday Work - (Revised first paragraph)

Except as otherwise provided in this Rule, employees who are required to work or held on duty on rest days and on those holidays noted under Appendix E, of this Agreement, shall be paid for at the rate of time and one-half for time worked or held on duty, with a minimum of two (2) hours and forty (40) minutes as per Rule 22.

Rule 28 (b) Examination - (New)

The Carrier has the right to require all employees covered under this agreement to undergo annual physical examinations, inclusive of a drug screen analysis, at any time during the calendar year.

Rule 39 (a) Safety - (Last sentence revised)

Carrier will replace worn helmet parts, also helmets and parts damaged as the result of an accident, at no cost to the employee.

Rule 39 (b) Safety - (New)

Employee will be responsible for all serviceable repairs for damaged or worn shoes. Carrier will reimburse employee for said repairs upon presentation of a proper receipt. Employees will be responsible for replacing damaged or worn shoes without cost to the Carrier during each twelve (12) month period which cannot be adequately repaired.

Rule 39 (c) Safety - (New)

Effective July 1, 1995 the Carrier has incorporated the provisions of the General Code of Operating Rules, and has enacted effective January 1, 1996 Safety and General Rules For All Employees and Rules for Maintenance of Way and Engineering Employees effective January 22, 1996. All employees covered under this Agreement will be required by the Carrier to participate in both written and fields test covering Operating, Safety and General and Maintenance of Way and Engineering Employees Rules, as they relate to their regularly assigned duties.

Rule 41, Bereavement Leave - (Revised first sentence)

Bereavement leave, not in excess of four (4) calendar days, wherein either the day of death or the day of funeral service must be considered as one of the bereavement days, will be allowed in case of death of an employee's brother, sister, parent, child, spouse or spouse's parent.

Appendix D, Section 11, Vacation Agreement - (Revised)

While the intention of this agreement is that the vacation period will be continuous, an employee may designate one week of the employee's vacation as a "float week" whereby vacation may be taken on non-continuous days. The vacation day(s) must be requested not more than 48 hours in advance, and approval by the Carrier will be subject to exigencies of service. The vacation days allotted by the employee as "float week" must be taken by October 31st each year.

Appendix E - Agreement Covering Paid Holidays - (Revised Section 1)

- Change "Presidents Day" (was Washington) to "Lundi Gras" (Monday before Mardi Gras").
- Friday after Thanksgiving Day will be observed as Veterans Day (effective 1/1/83).

Appendix H, Personal Leave (Revision of the 1981 National Agreement)

Section 1 A maximum of three (3) days of personal leave will be provided on the following basis:

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

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

Employees who have met the qualifying vacation requirements during twenty calendar years under vacation rules in effect on January 1, 1982 shall be entitled to three days personal leave in subsequent calendar years.

Section 3 - (Revised)

This Article shall become effective on January 1, 1982, subject to revision agreed upon effective July 1, 1996, and except on such carriers where the organization representative may elect to preserve existing local rules or practices pertaining to personal

leave days and so notifies the authorized carrier representative on or before such effective date.

General Items Agreed Upon

- Item 1(b) - Carrier agrees to bulletining of a Relief Foreman position. Agreement executed.

- Item 4 - Change references of "Chief Engineer" to "Chief Engineering Officer" throughout the Agreement.

- Item 5 (a) - References to "Veteran's Day" holiday should be deleted throughout Agreement other than under Appendix E, Section 1.