

AGREEMENT

Between

THE PORT TERMINAL RAILROAD ASSOCIATION

of Houston, Texas

and

The Employees Thereon

Represented by

The Brotherhood of Maintenance of Way Employees

Revised November 15, 1997

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RULE 1

SCOPE

The rules contained herein shall govern the hours of service, working conditions and rates of pay of all employees in any and all sub-departments of the Maintenance of Way and Structures Department represented by the Brotherhood of Maintenance of Way Employees. This agreement shall not apply to the following:

1. Supervisory forces above the rank of foreman.
2. Clerical and engineering forces.
3. Employees in signal, telegraph and telephone maintenance.

RULE 2

SENIORITY

SECTION 1 - Probationary Period

Applications for employment will be rejected within sixty (60) calendar days after seniority date is established, or applicant shall be considered accepted. Applications rejected by the Carrier must be declined in writing to the applicant.

SECTION 2 - Omission or Falsification of Information

An employee who has been accepted for employment in accordance with Section I will not be terminated or disciplined by the Carrier for furnishing incorrect information in connection with an application for employment or for withholding information therefrom unless the information involved was of such a nature that the employee would not have been hired if the Carrier had timely knowledge of it.

SECTION 3

- (A) For a new man employed on positions other than laborers, seniority begins at the time employee's pay starts on the position to which he is assigned following bulletining of the position, as provided in Rule 4, after he has been in continuous service for a period of sixty (60) consecutive

calendar days, unless his employment is rejected by the Association prior thereto. Service shall be considered consecutive if the employee has performed active service on not less than 20 days during the 60 day period.

- (B) For men promoted to positions above the rank of laborers, seniority begins at the time employee's pay starts on the position to which he is assigned following the bulletining of the position as provided in Rule 4.

NOTE: Employees promoted to a position of higher rank than laborer shall not establish a seniority date in the higher rank unless assigned thereto following bulletining of the position as provided in Rule 4.

- (C) For laborers, seniority begins on the date the employee's pay starts after he has been in continuous service for a period of sixty (60) consecutive calendar days unless his employment is rejected by the Association prior thereto. This period of employment will be calculated on the basis of the employee having worked an average of three (3) days per calendar week during a period of sixty (60) consecutive calendar days. Seniority rights of laborers will be restricted to their respective gangs except when forces are reduced, as provided in Rule 11 (A); seniority rights of section and extra gang laborers are interchangeable.
- (D) An employee assigned temporarily to a position of higher rank shall upon release from such assignment, except in case of dismissal, return to the position which he held at the time of promotion provided such position is still in existence, or may place himself on another position to which he is entitled in a higher rank, and must place himself within fifteen (15) days. In the event the position is no longer in existence, he will have displacement rights as provided in Rule 11.
- (E) An employee qualifying and establishing seniority in any rank will thereby establish the same seniority date for himself in all lower ranks in his subdepartment, provided he has not already established a seniority date in the lower ranks.
- (F) Employees accepting positions in the exercise of their seniority rights will do so without causing expense to the association.

- (G) The senior qualified section laborer in a gang may be designated to handle cutting torch for gang use for the purpose of cutting.

It is understood torches will not be used for welding.

SECTION 4 - Seniority Retention

- (A) Effective October 17, 1986, all employees promoted subsequent thereto to official, supervisory, or excepted positions from crafts or classes represented by BMW shall be required to pay an appropriate monthly fee, not to exceed monthly union dues, in order to retain and continue to accumulate seniority. A supervisor whose payments are delinquent shall be given a written notice by the appropriate General Chairman of the amount owed and ninety (90) days from the date of such notice to cure the delinquency in order to avoid seniority forfeiture.
- (B) Employees promoted prior to October 17, 1986, to official, supervisory, or excepted positions from crafts or classes represented by BMW shall retain their current seniority but shall be required to pay an appropriate monthly fee, not to exceed monthly union dues, in order to accumulate additional seniority.
- (C) This Article shall become effective on the date of this Agreement except on such Carriers where the Organization representative may elect to preserve existing rules pertaining to employees retaining seniority after promotion to an official, supervisory, or excepted position and so notifies the authorized Carrier representative within thirty (30) days following the date of this Agreement.

RULE 3

SENIORITY ROSTERS

- (A) Seniority rosters of all employees, in each sub-department, will be separately compiled and will show the name, classification and date of entry of the employee into the service, and date of promotion.

- (B) Rosters will be revised in January of each year and open to correction for a period of ninety (90) days thereafter.
- (C) Seniority dates shall be permanently established if not protested within ninety (90) days from time of first posting, except that an error may be corrected at any time by agreement between Brotherhood representatives and the Management.
- (D) The names of employees will not be included and their seniority rights will not apply until they have established a seniority date under provisions of Rule 2.
- (E) Copies of seniority rosters will be furnished foremen to be posted at convenient places available for inspection by employees concerned. Copy will be furnished General and Local Chairman.

RULE 4

BULLETIN

- (A) New positions and vacancies, except those of laborers, will be bulletined within twenty (20) days previous to or following the dates such vacancies occur.
- (B) 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 gangs during which time employees may file their application in writing with the official whose name appears on the bulletin. The appointment will be made before the expiration of twenty (20) days from the date the bulletin is posted, and the name of the employee selected will then be announced. New positions or vacancies may be filled temporarily pending permanent appointment. Local Chairman is to be furnished copy of bulletins and announcement.
- (C) An employee assigned to fill a temporary position covered by this agreement will, when released, return to position from which taken without loss of seniority, provided he is still regularly assigned thereto; otherwise he shall exercise his seniority as provided in Rule 11.

RULE 5

PROMOTION

- (A) In filling vacancies and new positions and making promotions, ability, merit, fitness and seniority shall be considered. Ability, merit, and fitness being sufficient, seniority shall prevail, the Management to be the judge.
- (B) Employees declining promotion shall not lose their seniority.
- (C) Employees promoted and afterward demoted for failure to qualify or other causes will not lose their accumulated seniority in the grade to which returned and will be allowed to take former position if still vacant and unassigned, otherwise they will displace a junior employee of their class. Such employees will forfeit seniority in the classification from which demoted, if such seniority has been established.

RULE 6

WORK WEEK

SECTION I. Four Day Work Week

The parties have agreed to establish a four-day work week that will be utilized in conjunction with the current five day work week. The following guidelines will govern the revised work week of four ten-hour work days.

1. Any work performed in excess of ten hours will be paid at the overtime rate, except as set forth in paragraph 3.
2. Vacations, Holidays, Bereavement, Jury Duty, Personal Days will be paid in accordance with the National Agreement.
3. In the event a holiday falls on a scheduled work day, and the employee has the day off, they shall be paid 8 hours for the holiday and will work ten hours and forty minutes for the other three days in the week, at the straight time rate, to make a 40 hour work week.
4. Service performed on a holiday will continue to be paid at the overtime rate.

5. Each ten hour work day will count as 1.25 days in the calculation of vacation qualifications for the following year vacation.
6. A second meal period will be allowed after the second hour of overtime (after 12 hours worked, or 12'40" worked on a holiday week.)
7. Employees paid in accordance with the Jury Duty and Bereavement leave agreements will fall short of a 40 hour work week. Such employee may be allowed to make up the difference of straight time hours if the employee makes the request to their supervisor.

These guidelines will be utilized for Maintenance of Way employees on a four-day work week, when such work week is in affect.

This agreement may be cancelled by either party serving a five day written notice.

SECTION II.

NOTE: The expressions "positions" and "work" used in this rule refer to service, duties, or operations necessary to be performed this specified number of days per week, and not to the work week of individual employees.

- (A) Subject to the exceptions contained in this rule, there is established a work week of forty (40) hours, consisting of five (5) days of eight (8) hours each, with two (2) consecutive days off in each seven (7); the work weeks may be staggered in accordance with the Carrier's operational requirements; so far as practicable the days off shall be Saturday and Sunday. The foregoing work week rule is subject to the provisions of this agreement which follows:
- (B) FIVE-DAY POSITIONS. On positions the duties of which can reasonably be met in five (5) days, the days off will be Saturday and Sunday.
- (C) SIX-DAY POSITIONS. Where the nature of the work is such that employees will be needed six (6) days each week, the rest days will be either Saturday and Sunday or Sunday and Monday.

- (D) SEVEN-DAY POSITIONS. On positions which have been filled seven (7) days with the presumption in favor of Saturdays and Sunday.
- (E-1) REGULAR RELIEF ASSIGNMENTS. All possible regular relief assignments with five (5) days of work and two (2) consecutive rest days have or will be established to do the work necessary on rest days of assignments in six or seven-day service or combinations thereof, or to perform relief work on certain days and such types of other work on other days as may be assigned under this agreement. Where no guarantee rule now exists, such relief assignments will not be required to have five (5) days of work per week.
- (E-2) Assignments for regular relief positions may on different days include different starting times, duties and work locations for employees of the same class in the same seniority district, provided they take the starting time, duties and work locations of the employee or employees whom they are relieving.
- (F) DEVIATION FROM MONDAY - FRIDAY WEEK. If in positions or work extending over a period of five (5) days per week, an operational problem arises which the Carrier contends cannot be met under the provisions of paragraph (B), above, and requires that some of such employees work Tuesday to Saturday instead of Monday to Friday, and the employees contend the contrary, and if the parties fail to agree thereon, then if the Carrier nevertheless puts such assignments into effect, the dispute may be processed as a grievance or claim under the rules agreement.
- (G) NON-CONSECUTIVE REST DAYS. The typical work week is to be one with two (2) consecutive days off, and it is the Carrier's obligation to grant this. Therefore, when an operating problem is met which may affect the consecutiveness of the rest days of positions or assignments covered by paragraphs (C), (D) and (E), the following procedure shall be used:
1. All possible regular relief positions shall be established pursuant to paragraph (E).
 2. Possible use of rest days other than Saturday and Sunday by agreement or in accordance with other provisions of this agreement.

3. Efforts will be made by the parties to agree on the accumulation of rest time and the granting of longer consecutive rest periods.
 4. Other suitable or practicable plans which may be suggested by either of the parties shall be considered and efforts made to come to an agreement thereon.
 5. If the foregoing does not solve the problem, then some of the relief or extra men may be given non-consecutive rest days.
 6. If after all the foregoing has been done there still remains service which can only be performed by requiring employees to work in excess of five (5) days per week, the number of regular assignments necessary to avoid this may be made with two (2) non-consecutive days off.
 7. The least desirable solution of the problem would be to work some regular employees on the sixth or seventh day at overtime rates and thus withhold work from additional relief men.
 8. If the parties are in disagreement over the necessity of splitting the rest days of any such assignments, the Carrier may nevertheless put the assignments into effect subject to the right of employees to process the dispute as a grievance or claim under the rules agreements, and in such proceedings the burden will be on the Carrier to prove that its operational requirements would be impaired if it did not split the rest days in question and that this could be avoided only by working certain employees in excess of five (5) days per week.
- (H) REST DAYS OF EXTRA OR FURLOUGHED EMPLOYEES. To the extent extra or furloughed men may be utilized under applicable agreements or practices, their days off need not be consecutive; however, if they take the assignment of a regular employee they will have as their days off the regular days off of that assignment.
- (I) BEGINNING OF WORK WEEK. The term "work week" for regularly assigned employees shall mean a week beginning on the first day on which the assignment is bulletined to work,

and for unassigned employees shall mean a period of seven (7) consecutive days starting with Monday.

- (J) **GUARANTEES.** Nothing in this agreement shall be construed to create a guarantee of any number of hours or days of work where none now exists.
- (K) **SUNDAY WORK.** Existing provisions that punitive rates will be paid for Sunday as such are eliminated. The elimination of such provisions does not contemplate the reinstatement of work on Sunday which can be dispensed with. On the other hand, a rigid adherence to the precise pattern that may be in effect immediately prior to September 1, 1949, with regard to the amount of Sunday work that may be necessary is not required. Changes in amount or nature of traffic or business and seasonal fluctuations must be taken into account. This is not to be taken to mean, however, that types of work which have not been needed on Sundays will hereafter be assigned on Sunday. The intent is to recognize that the number of people on necessary Sunday work may change.
- (L) **WORK ON UNASSIGNED DAYS.** Where work is required by the Carrier to be performed on a day which is not a part of any assignment, it may be performed by an available extra or unassigned employee who will otherwise not have forty (40) hours of work that week; in all other cases by the regular employee.

RULE 7

STARTING TIME

- (A) Regular assignments will have a fixed starting time and place. Regular starting time will not be changed without at least thirty-six (36) hours' notice to the employees affected.
- (B) Rules, agreements or practices, however established, that require advance notice before positions are temporarily abolished or forces are temporarily reduced are hereby modified so as not to require advance notice where a suspension of an individual Carrier's operations in whole or in part is due to a labor dispute between such Carrier and any of its employees.

- (C) Except as provided in paragraph (B) hereof, rules, agreements or practices, however established, that require advance notice to employees before temporarily abolishing positions or making temporary force reductions are hereby modified to eliminate any requirement for such notice under emergency conditions, such as flood, snow storm, hurricane, tornado, earthquake, fire, or a labor dispute other than as defined in paragraph (B) hereof, provided that such conditions result in suspension of a Carrier's operations in whole or in part. It is understood and agreed that such temporary force reductions will be confined solely to those work locations directly affected by any suspension of operations. It is further understood and agreed that notwithstanding the foregoing, any employee who is affected by such an emergency force reduction and reports for work for his position without having been previously notified not to report, shall receive four hours' pay at the applicable rate for his position. If an employee works any portion of the day he will be paid in accordance with existing rules.
- (D) A night section gang may be established on the Port Terminal Railroad Association, and the gang will work from 7:30 p.m. to 3:30 A.M. and will be granted 30 minutes in which to eat.

RULE 8

MEAL PERIOD

- (A) When a meal period is allowed, it will be between the ending of the fourth hour and the beginning of the seventh hour after starting work, unless otherwise agreed upon by the majority of the employees affected and the local supervisory officers. The meal period shall not be less than thirty (30) minutes nor more than one (1) hour unless agreeable to the majority of the employees affected. If the meal period is not afforded within the allowed or agreed time limit and is worked, it shall be paid for at pro rata rate and twenty (20) minutes time in which to eat shall be afforded at the first opportunity.
- (B) For regular operations requiring continuous hours, eight (8) consecutive hours without meal period may be assigned as constituting a day's work, in which case not to exceed twenty (20) minutes shall be allowed in which to eat, without a deduction in pay, when nature of the work permits.

- (C) For continuous service after regular hours, employees shall not be required to work more than four (4) hours after their regular work period without being afforded a meal period.

Employees worked in emergencies shall be furnished meals by and at the expense of the management within five hours after going on duty and at five (5) hour intervals thereafter computed from the end of the last meal period.

RULE 9

HOURS OF SERVICE OVERTIME AND CALLS

- (A) Except as otherwise provided in these rules eight (8) consecutive hours, exclusive of the meal period, shall constitute a days work.
- (B) Except by mutual agreement, regularly established daily working hours will not be reduced below eight (8) hours to avoid making force reductions.
- (C) When less than eight (8) hours are worked for convenience of employees, or when due to inclement weather interruptions occur to regular established work period preventing eight (8) hours' work, only actual hours worked or held on duty will be paid for, with minimum of three (3) hours at the pro-rata rate.
- (D-1) Time worked preceding or following and continuous with the regularly assigned eight (8) hour work period shall be computed on actual minute basis and paid for at time and one-half rate with double time computed on actual minute basis after sixteen continuous hours of work in any twenty-four (24) hour period computed from starting time of the employee's regular shift. Employees required to work continuously from one regular work period to another shall receive time and one-half on actual minute basis for the second regular work period and for each regular work period thereafter where the service is continuous. In the case of employees required to work continuously from one regular work period to another, relief from work during the second regular work period will not be considered as suspension of work during regular assigned period for the purpose of absorbing overtime within the intent of paragraph (H) of this rule.

- (D-2) In the application of paragraph D-1, new employees temporarily brought into the service in emergencies, the starting time of such employee will be considered as of the time they commence work or are required to report.
- (E) Work in excess of forty (40) straight time hours in any work week shall be paid for at one and one-half times the basic straight time rate except where such work is performed by an employee due to moving from one assignment to another or to or from an extra or furloughed list or where days off are being accumulated under paragraph (G) of Rule 6.
- (F) There shall be no overtime on overtime; neither shall overtime hours paid for, other than hours not in excess of eight (8) paid for at overtime rates on holidays or for changing shifts, be utilized in computing the forty (40) hours per week, nor shall time paid for in the nature of arbitraries or special allowances such as attending court, 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 rules in computations leading to overtime.
- (G) Employees will be allowed time and one-half on minute basis for service performed continuous with and in advance of the regular work period.
- (H) Employees will not be required to lose time during any regular assigned work day period for the purpose of absorbing overtime.
- (I) Employees notified or called to perform work before or after but not continuous with the regular work period will be allowed a minimum of two hours and forty minutes at time and one-half rate for two hours and forty minutes work or less. If held on duty in excess of two hours and forty minutes (2'40"), time and one-half will be allowed on the minute basis.
- (J) No overtime will be worked without authority, except in case of emergency where advance authority is not obtainable.

RULE 10

INTER-CRAFT WORK JURISDICTION

Employees will be allowed to perform incidental tasks which are directly related to the service being performed and which they are capable of performing, provided the tasks are within the jurisdiction of the BMW. Compensation shall be at the applicable rate for the employee performing the service and shall not constitute a basis for any time claims by other employees. This provision is not intended to alter the establishment and manning of work forces accomplished in accordance with existing assignment, seniority, scope and classification rules.

Nothing in this rule is intended to restrict any of the existing rights of a Carrier.

RULE 11

FORCE REDUCTION AND RESTORATION

SECTION 1

- (A) When force is reduced, the senior qualified employee in the sub-department shall be retained. Employees affected either by position being abolished or being displaced will displace a junior employee of their rank or class on the seniority district.
- (B) Employees displaced account position abolished or reduction in force must exercise their seniority to a regular position within thirty (30) calendar days following the date of displacement; failing to do so they shall forfeit their right to displace a regular assigned employee and shall take their place on the extra list with preference to work over junior employees thereon. In the exercise of displacement rights under the provisions of this rule, an employee who becomes physically disabled during the thirty (30) calendar days specified in the rule, will be allowed as many days after his recovery to exercise such rights as there remains in the thirty (30) calendar days. When he becomes disabled, the extension of exercise of displacement rights time will be determined from a certificate of a reputable doctor, which certificate must show beginning date of disability, the date of recovery permitting resumption of work and that the disability was continuous during the interim.

- (C) An employee above the rank of laborer after having exhausted his rights in the class in which employed, shall have the right to drop back to the next lower classification to which his seniority will permit, displacing a junior employee in the lower classification.
- (D) Gangs will not be laid off for short periods when proper reduction of expenses can be accomplished by first laying off the junior men.
- (E) Employees will be given notice of at least five (5) working days in advance of reduction of force.
- (F) When forces are increased, or in filling temporary vacancies, senior laid off employees in their respective rank, seniority group and seniority district will be given preference in employment. Employees desiring to avail themselves of this privilege and to retain their seniority rights, must file their name and address in writing with the roadmaster within seven (7) days of the date laid off, with copy to the Local Chairman, and renew same if address is changed during the period laid off. Failure to return to the service within ten (10) days after being notified (by mail or telegram to the last known address) will forfeit all seniority rights. In the event the employee is physically disabled at the time he receives notice under this rule to report for work, he will have ten (10) days in which to report after being released by reputable physician attesting to his illness. Extension of seniority rights under this will expire unless returned to active service within two years.

SECTION 2 - Termination of Seniority

The seniority of any employee whose seniority under an agreement with BMW is established after October 17, 1986, and who is furloughed for 365 consecutive days will be terminated if such employee has less than three (3) years of seniority.

The "365 consecutive days" shall exclude any period during which a furloughed employee receives compensation pursuant to an I.C.C. employee protection order or an employee protection agreement or arrangement.

RULE 12

RATES OF PAY

The following shall constitute the basic rate of pay of employees covered by this agreement and shall apply only to the position listed if and when such positions are in existence:

<u>Position</u>	<u>Daily Rate</u>	<u>Hourly Rate</u>	<u>Punitive Overtime</u>
General Foreman	131.44	16.43	24.645
Foreman	125.89	15.74	23.60
Assistant Foreman	120.40	15.05	22.58
Laborer	115.52	14.44	21.66
Heavy Equip. Operator	130.43	16.30	24.46
Machine Operator	124.69	15.59	23.38
Driver/Opr. Heavy Duty TK	130.66	16.33	24.50
Truck Driver	117.58	14.70	22.05
Welder	128.98	16.12	24.18
Welder Helper	120.41	15.05	22.58
Laborer/Torchman	117.41	14.68	22.01
Carpenter	140.12	17.51	26.27
Carpenter Helper	127.26	15.91	23.16
Mechanic	141.40	17.68	26.51
Mechanic Helper	125.60	15.70	23.55

SECTION 1 - Pay Shortage

When there is a shortage equal to one day's pay in the pay of an employee, a voucher or check will be issued to cover the shortage.

SECTION 2 - Supervisory Employees

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

days and holidays shall be paid therefor on the basis provided in these rules in addition to the monthly rate.

- (B) DETERMINING HOURLY AND DAILY RATES - To compute the hourly rate of monthly rated employees, divide the monthly salary by 176, fractions less than one-half (1/2) of one (1) cent shall be dropped; one-half (1/2) cent or over to be counted as one (1) cent.

SECTION 3 - Composite Service

An employee assigned to work on a higher rated position thirty (30) minutes or more, but less than one (1) hour, will be allowed the higher rate for the full hour, and thereafter will be paid the higher rate on the minute basis for the full time worked on the higher position.

RULE 13

RATE PROGRESSION - NEW HIRES

SECTION 1 - Service First 24-Months

Employees entering service on and after the effective date of this Rule on positions covered by an agreement with the Organization signatory hereto shall be paid as follows for all service performed within the first twenty-four (24) calendar months of service:

- (A) For the first twelve (12) calendar months of employment, new employees shall be paid 90% of the applicable rates of pay (including COLA).
- (B) For the second twelve (12) calendar months of employment, such employees shall be paid 95% of the applicable rates of pay (including COLA).
- (C) Employees who have had an employment relationship with the Carrier and are rehired will be paid at established rates after completion of a total of twenty-four (24) months' combined service.
- (D) Service in a craft not represented by the Organization signatory hereto shall not be considered in determining periods of employment under this rule.

- (E) Employees who have had a previous employment relationship with a Carrier in a craft represented by the Organization signatory hereto and are subsequently hired by another Carrier shall be covered by this Rule, as amended. However, such employees will receive credit toward completion of the twenty-four (24) month period for any month in which compensated service was performed in such craft provided that such compensated service last occurred within one year from the date of subsequent employment.
- (F) Any calendar month in which an employee does not render compensated service due to furlough, voluntary absence, suspension, or dismissal shall not count toward completion of the twenty-four (24) month period.

SECTION 2

- (A) Section I of this rule (above) is amended by adding the following provision to Section I:
 - (J) This Section shall not apply to foremen, mechanics and production gang members operating heavy, self-propelled equipment that requires skill and experience. Generally speaking, those excluded would occupy the highest rated positions, while those included would occupy lower rated positions. This Section shall continue to apply, however, to a production gang employee who operates machines that require less skill and experience, such as non self-propelled, hand-held, or portable machines.
- (B) If the parties on a Carrier are unable to agree as to whether a particular production gang assignment is subject to Rule 13, Section 1 (J) of this agreement, it may be referred to the Interpretation Committee, established under Article 18 of PEB 219.

RULE 14

VACATIONS

Insofar as applicable to the employees covered by this Agreement who are also parties to the Vacation Agreement of December 17, 1941, as amended, Article 1 of that Agreement, as last amended by the Agreement of May 17, 1968 is hereby further amended effective January 1, 1982, to

read as follows:

- (A) Effective with the calendar year 1982, 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 1982, 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 1982, 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 eight (8) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred (100) days (133 days in the years 1950-1959 inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of eight (8) of such years, not necessarily consecutive.
- (D) Effective with the calendar year 1982, an annual vacation of twenty (20) consecutive work days with pay will be granted to each 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 seventeen (17) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred (100) days (133 days in the years 1950-1959 inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of seventeen (17) of such years, not necessarily consecutive.

- (E) Effective with the calendar year 1982, 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 days in the years 1950-1959 inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of twenty-five (25) of such years, not necessarily consecutive.
- (F) Effective January 1, 1997, employees shall be permitted to take one week of their vacation allowance per year in less than 40 hour increments, provided that such vacation days will be scheduled in accordance with existing rules on the Carrier applicable to the scheduling of personal leave days. (9/26/96 Nat'l. Agreement)

RULE 15

HOLIDAYS

SECTION 1. Subject to the qualifying requirements contained in Section 3 hereof, and to the conditions hereinafter provided, each hourly and daily rated employee shall receive eight hours' pay at the pro rata hourly rate for each of the following enumerated holidays:

New Year's Day	Day after Thanksgiving Day
Washington's Birthday	Christmas Eve (the day before Christmas is observed)
Good Friday	Christmas Day
Memorial Day	New Year's Eve
Fourth of July	
Labor Day	
Thanksgiving Day	

- (A) Holiday pay for regularly assigned employees shall be at the pro rata rate of the position to which assigned.
- (B) For other than regularly assigned employees, if the holiday falls on a day on which he would otherwise be assigned to work, he shall, if consistent with the requirements of the service, be given the day off and receive eight hours' pay at the pro rata rate of the position which he otherwise would

have worked. If the holiday falls on a day other than a day on which he otherwise would have worked, he shall receive eight hours' pay at the pro rata hourly rate of the position on which compensation last accrued to him prior to the holiday.

- (C) Subject to the applicable qualifying requirements in Section 3 hereof, other than regularly assigned employees shall be eligible for the paid holiday or pay in lieu thereof provided for in paragraph (B) above, provided (1) compensation for service paid him by the Carrier is credited to 11 or more of the 30 calendar days immediately preceding the holiday and (2) he has had a seniority date for at least 60 calendar days of continuous active service preceding the holiday beginning with the first day of compensated service, provided employment was not terminated prior to the holiday by resignation, for cause, retirement, death, non-compliance with a union shop agreement, or disapproval of application for employment.
- (D) The provisions of this Section and Section 3 hereof applicable to other than regularly assigned employees are not intended to abrogate or supersede more favorable rules and practices existing on certain Carriers under which other than regularly assigned employees are being granted paid holidays.

NOTE: This rule does not disturb agreements or practices now in effect under which any other day is substituted or observed in place of any of the above enumerated holidays.

SECTION 2(A). Monthly rates, the hourly rates of which are predicated upon 169-1/3 hours, shall be adjusted by adding the equivalent of 56 pro rata hours to the annual compensation (the monthly rate multiplied by 12) and this sum shall be divided by 12 in order to establish a new monthly rate. The hourly factor will thereafter be 174 and overtime rates will be computed accordingly.

Weekly rates that do not include holiday compensation shall receive a corresponding adjustment.

SECTION 2(B). All other monthly rates of pay shall be adjusted by adding the equivalent of 28 pro rata hours to the annual compensation (the monthly rate multiplied by 12) and this sum shall be divided by 12 in order to establish a new monthly rate. The sum of presently existing hours per

annum plus 28 divided by 12 will establish a new hourly factor and overtime rates will be computed accordingly.

Weekly rates not included in Section 2(A) shall receive a corresponding adjustment.

Effective January 1, 1973, the monthly rates of monthly rated employees shall be adjusted by adding the equivalent of 8 pro rata hours to their annual compensation (the monthly rate multiplied by 12) and this sum shall be divided by 12 in order to establish a new monthly rate.

Effective January 1, 1976, after application of the cost-of-living adjustment effective that date, the monthly rates of monthly rated employees shall be adjusted by adding the equivalent of 8 pro rata hours' pay to their annual compensation (the rate multiplied by 12) and this sum shall be divided by 12 in order to establish a new monthly rate. That portion of such 8 pro rata hours' pay which derives from the cost-of-living allowance will not become part of basic rates of pay except as provided in Article II, Section 1(d) of the Agreement of January 29, 1975. The sum of presently existing hours per annum plus 8, divided by 12, will establish a new hourly factor for purposes of applying cents-per-hour adjustments in such monthly rates of pay and computing overtime rates.

A corresponding adjustment shall be made in weekly rates and hourly factors derived therefrom.

The hourly factor as shown in Section 2(A) above, was as a result of the addition of the birthday holiday (later Good Friday) increased, effective January 1, 1965, to $174\frac{2}{3}$; as a result of the addition of Veterans Day as a holiday, effective January 1, 1973, increased to $175\frac{1}{3}$; and as a result of the addition of Christmas Eve (the day before Christmas is observed) as a holiday, effective January 1, 1976, increased to 176 hours.

In addition to their established monthly compensation, employees performing service on the day after Thanksgiving Day on a monthly rated position (the rate of which is predicated on an all-service performed basis) shall receive eight hours pay at the equivalent straight time rate, or payment as required by any local rule, whichever is greater.

A monthly rated employee occupying a 5-day assignment on a position with Friday as an assigned rest day also shall receive eight hours' pay at the equivalent straight time rate for the day after Thanksgiving Day, provided

compensation paid such employee by the Carrier is credited to the work days immediately preceding Thanksgiving Day and immediately following the day after Thanksgiving.

SECTION 3. A regularly assigned employee shall qualify for the holiday pay provided in Section 1 hereof if compensation paid him by the Carrier is credited to the workdays immediately preceding and following such holiday or if the employee is not assigned to work but is available for service on such days. If the holiday falls on the last day of a regularly assigned employee's workweek, the first workday following his rest days shall be considered the workday immediately following. If the holiday falls on the first workday of his workweek, the last workday of the preceding workweek shall be considered the workday immediately preceding the holiday.

Except as provided in the following paragraph, all others for whom holiday pay is provided in Section 1 hereof shall qualify for such holiday pay if on the day preceding the day following the holiday they satisfy one or the other of the following conditions:

- (i) Compensation for service paid by the Carrier is credited; or
- (ii) Such employee is available for service.

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

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

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

An employee who meets all other qualifying requirements will qualify for holiday pay for both Christmas Eve and Christmas Day if on the "workday"

or the "day", as the case may be, immediately preceding the Christmas Eve holiday he fulfills the qualifying requirements applicable to the "workday" or the "day" before the holiday and on the "workday" or the "day", as the case may be, immediately following the Christmas Day holiday he fulfills the qualifying requirements applicable to the "workday" or the "day" after holiday.

An employee who does not qualify for holiday pay for both Christmas Eve and Christmas Day may qualify for holiday pay for either Christmas Eve or Christmas Day under the provisions applicable to holidays generally.

The holiday pay qualifications for Christmas Eve - Christmas shall also be applicable to the Thanksgiving Day - day after Thanksgiving Day and the New Year's Eve - New Year's Day holidays.

RULE 16

PERSONAL LEAVE

SECTION 1 A maximum of two days of personal leave will be provided on the following basis:

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

SECTION 2

- (A) Personal leave days provided in Section 1 may be taken upon 48 hours' advance notice from the employee to the proper 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.

- (B) Personal leave days will be paid for at the regular rate of the employee's position or the protected rate, whichever is higher.
- (C) The personal leave days provided in Section 1 shall be forfeited if not taken during each calendar year. 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 vacated among other employees covered by the agreement with the Organization signatory hereto.

RULE 17

JURY DUTY

When a regularly assigned employee is summoned for jury duty and is required to lose time from his assignment as a result thereof, he shall be paid for actual time lost with a maximum of a basic day's pay at the straight time rate of his position for each day lost less the amount allowed 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:

- (A) An employee must furnish the Carrier with a statement from the court of jury allowances paid and the days on which jury duty was performed.
- (B) The number of days for which jury duty pay shall be paid is limited to a maximum of 60 days in any calendar year.
- (C) No jury duty pay will be allowed for any day as to which the employee is entitled to vacation or holiday pay.
- (D) When an employee is excused from railroad service account of jury duty the Carrier shall have the option of determining whether or not the employee's regular position shall be blanked, notwithstanding the provisions of any other rules.
- (E) Except as provided in paragraph (F), an employee will not be required to work on his assignment on days on which jury duty:
 - (1) ends within four hours of the start of his assignment; or

- (2) is scheduled to begin during the hours of his assignment or within four hours of the beginning or ending of his assignment.
- (F) On any day that an employee is released from jury duty and four or more hours of his work assignment remain, he will immediately inform his supervisor and report for work if advised to do so.

RULE 18

BEREAVEMENT LEAVE

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, half brother, half 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. Any restrictions against blanking jobs or realigning forces will not be applicable when an employee is absent under this provision.

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;
- (b) three consecutive calendar days, ending the day of the funeral service; or
- (c) three consecutive calendar days, ending the day following the funeral service.

Q-2: Does the three-calendar days allowance pertain to each separate instance, or do the three 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: Will a day on which a basic day's pay is allowed account bereavement leave served as a qualifying day for holiday pay purposes?

A-3: No, however, the parties are in accord that bereavement leave non-availability should be considered the same as vacation non-availability and that the first work day preceding or following the employee's bereavement leave, as the case may be, should be considered the qualifying day for holiday purposes.

Q-4: Would an employee be entitled to bereavement leave in connection with the death of a half-brother or half-sister, stepbrother or stepsister, stepparents or stepchildren?

A-4: Yes as to half-brother or half-sister, no as to stepbrother or stepsister, stepparents or stepchildren. However, the rule is applicable to a family relationship covered by the rule through the legal adoption process.

RULE 19

401K

Consistent with applicable laws, annual testing and governmental reporting, a 401(k) plan shall be established as follows for Maintenance of Way Employees:

- A. Employees may elect to participate in the plan through payroll deduction, but are not required to participate.
- B. The Company will not participate in the matching of any funds deposited into an employees 401(k) account.

- C. The administrative costs of the plan will be borne by the Carrier.
- D. Any Maintenance of Way Employees hired subsequent to the date of this agreement will not be eligible to participate in this program until they have been employed by the PTRRA for a period of one (1) year.

The parties agree that the necessary arrangements for the establishment and administration of the 401(k) plan will be finalized in approximately one hundred twenty (120) days from the date of this agreement. (7/20/94 Memo. of Agreement)

RULE 20

WITNESSES

Employees taken away from their regular assigned duties at the request of the Association to attend court or to appear as witnesses for the Association will be allowed compensation equal to what would have been earned on regular work day had such interruption not taken place and will be allowed actual time at pro rata rate with a maximum of eight (8) hours on rest days and holidays so held. Actual necessary expenses will be allowed while away from headquarters. Any fees or mileage accruing to such employees will be assigned to the Association.

RULE 21

DISCIPLINE AND INVESTIGATIONS

SECTION 1

An employee who has been in service sixty (60) days or more shall not be dismissed or disciplined without a fair and impartial investigation. An employee may be held from service pending such investigation for just and sufficient cause.

The investigation shall be held within a reasonable time from the date charged with the offense and within 15 days from the date an employee is withheld from service, unless a postponement is requested and agreed to between the parties. The Company and the Employees shall have reasonable opportunity to secure the presence of representatives and/or necessary witnesses.

An employee charged with an offense shall be advised in writing of the specific charge, with a copy to the General Chairman.

The employee may waive the investigation in writing and accept the discipline administered, after the employee has been given the opportunity to talk with a representative of his choice.

No discipline shall be assessed that involves any matter of which the Carrier's head of department had knowledge thirty (30) days or more.

If the employee so desires, he may be represented at the investigation by one or more duly-accredited representatives or by an employee of his choice coming within the scope of this agreement (in which case the Organization shall retain the right to attend the investigation.)

It is recognized that where an employee is dismissed or suspended from service for cause and subsequently it is found that such discipline was unwarranted and the employee is restored to service with pay for time lost, it is proper that any earnings in other employment will be used to offset the loss of earnings.

Written notice of decision of the investigation will be given the employee within 15 days following the conclusion of the investigation.

When investigations are held the employee and his General Chairman will be furnished a copy of the transcript of the investigation.

The right of appeal by the employee or his duly-accredited representative must be made within 60 days in the order of succession from the officer rendering the decision to the next highest officer designated by the Carrier to whom appeals may be made. (2/15/94 Memo of Agreement)

SECTION 2 - Rule G Bypass

- (A) If any Maintenance of Way employee believes that any other Maintenance of Way employee is in an apparent unsafe condition, such employee may immediately contact a Carrier officer. If the Carrier officer, upon investigation, determines there is an apparent Rule G violation, the employee shall be removed from service.

It is understood that when a removal from service shall take place, transportation will be furnished back to on-duty point.

- (B) Once an employee has been relieved from service under (A) above, such employee must contact the Company's Employee Assistance Program Counselor at Houston, Texas within five (5) days of the removal from service. If the employee contacts the Employee Assistance Program Counselor and accepts counseling, he will be paid for the full tour of duty as a result of his removal from service.
- (C) If the employee does comply with the requirements set forth in (B), and the Employee Assistance Program Counselor determines that the employee is not in need of Employee Assistance counseling, the employee shall be returned to service. There shall be no claim progressed for any time lost as a result of the removal from service other than as provided in (B).
- (D) If the employee does comply with the requirements set forth in (B), the Employee Assistance Program Counselor determines that the employee is in need of Employee Assistance counseling, and the employee accepts counseling, the employee shall be immediately returned to service, subject to a favorable recommendation from the Employee Assistance Program Counselor. There shall be no claim progressed for any time lost as a result of the removal from service other than as provided in (B).
- (E) If the employee does not comply with the requirements set forth in (B) or does not accept counseling as provided in (D), he must lay off and, if so desired, may request a formal investigation. Such request must be made within five (5) days of the day removed from service. If the employee does not request an investigation and is off for more than 15 days, he must request a leave of absence. One 45-day leave of absence will be granted. At the end of this period, if the employee still has not contacted an Employee Assistance Program Counselor, the provisions of Rule 20 of the current agreement shall apply.

The employee(s) who originated the action as provided in (A) will not be called as a Company witness(es) if the employee asks for a formal investigation.

- (F) This agreement shall apply one time only to each employee covered by this Agreement. Thereafter, all regular rules and agreements shall apply.
- (G) This agreement is effective July 20, 1983, and may be terminated by either party upon service of five (5) days written notice upon the other party.

SECTION 3 - Rule G Companion

Labor and Management, each recognizing that safety is the paramount concern and an alcohol - and drug-free environment is an essential element in maintaining a safe work place, agree to the following to ensure the utmost compliance with Rule G:

- (A) An employee who has been dismissed from service as a result of violating Rule G may elect to participate in the Rule G Rehabilitation/Education Program (Rule G R/E Program or Program), provided:
 - 1. The employee has no prior Rule G offense on his or her record; and
 - 2. The employee has not previously participated in the Rule G R/E Program; and
 - 3. The incident giving rise to the dismissal did not involve significant rule violations other than Rule G.
- (B) Participation in the Rule G R/E Program shall continue for a period of twelve (12) months unless the employee elects to withdraw from the Program or fails to follow the course of treatment established by the Employee Assistance Counselor.
- (C) A letter, notifying the employee of the availability of the Rule G R/E Program and containing a request form to be completed by the employee, shall be attached to the Notice of Dismissal or furnished by the Organization.
- (D) The employee may elect to participate in the Rule G R/E Program by completing and returning the request form to the Carrier Officer who signed the Notice of Dismissal within ten (10) days of receipt of the Notice.

- (E) The employee must contact the Employee Assistance Counselor within three (3) days of electing to participate in the Rule G R/E Program.
- (F) After being contacted, the Employee Assistance Counselor shall evaluate the employee to determine whether or not the employee may safely be returned to service and the course of treatment which the employee should follow.
- (G) If the evaluation indicates that the employee may safely be returned to service, he or she shall be returned to service on a probationary basis. Following return to service, the employee must follow the course of treatment established by the counselor during the remainder of the Program.
- (H) If the evaluation indicates that the employee may not safely be returned to service, he or she shall be placed in the status of a disabled employee until subsequent evaluation(s) indicates that it is safe to return the employee to service on a probationary basis. The employee must follow the course of treatment established by the counselor while out of service and after return to service during the remainder of the Program.
- (I) If, at any time during the twelve (12) month period referred to in Paragraph B above, the employee fails to follow the course of treatment established by the counselor the employee shall be removed from the Program. If the employee has been returned to service, he or she shall, without the necessity of further disciplinary proceedings, be removed from service and revert to the status of a dismissed employee.
- (J) An employee may withdraw from the Rule G R/E Program at any time by notifying, in writing, the counselor and the Carrier Officer who signed the Notice of Dismissal. If the employee has been returned to service, he or she shall, without the necessity of further disciplinary proceedings, be removed from service and the employee shall revert to the status of a dismissed employee.
- (K) If the employee successfully completes the Rule G R/E Program, a notation to that effect shall be placed on the employee's Personal Record, the employee's probationary

status shall terminate and all seniority and other rights shall be restored unimpaired.

- (L) No claims shall be progressed by or in behalf of the employee based on time lost while the employee is participating in the Rule G R/E Program.

This agreement is effective June 1, 1984, and may be terminated by either party upon service of five (5) days written notice upon the other party.

SECTION 4 - Discipline Waiver

The provisions of this discipline rule, pertaining to the assessment of discipline and result of waiving hearing, shall apply to Rule G cases where the Carrier proposes dismissal as the discipline, provided:

- (A) The employee is eligible to participate in the Rule G. Rehabilitation/Education Program; and
- (B) The Notice specifying the proposed discipline also notifies the employee of the availability of the Rule G Rehabilitation/Education Program and states that the employee will be allowed to participate in the Program if he or she elects to accept the proposed discipline.

This agreement is effective June 1, 1984, and may be terminated by either party upon service of five (5) days written notice upon the other party.

RULE 22

TIME LIMITS FOR PRESENTING AND PROGRESSING CLAIMS OR GRIEVANCES

- (A) (1) All claims or grievances must be presented in writing by or on behalf of the employee involved, to the officer of the Carrier authorized to receive same, within 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 60 days from the date same is filed, notify whoever filed the claim or grievance (the employee or his representative) in writing of the reasons for such disallowance. If not so notified, the claim or grievance shall be allowed as presented, but

this shall not be considered as a precedent or waiver of the contentions of the Carrier as to other similar claims or grievances.

- (2) If a disallowed claim or grievance is to be appealed, such appeal must be in writing and must be taken within 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 appeal, up to and including the highest officer of the Carrier designated for that purpose.
 - (3) The requirements outlined in paragraphs (1) and (2), pertaining to appeal by the employee and decision by the Carrier, shall govern in appeals taken to each succeeding officer, except in cases of appeal from the decision of the highest officer designated by the Carrier to handle such disputes. All claims or grievances involved in a decision by the highest designated officer shall be barred unless within 9 months from the date of said officer's decision proceedings are instituted by the employee or his duly authorized representative before the appropriate division of the National Railroad Adjustment Board or a system, group or regional board of adjustment that has been agreed to by the parties hereto as provided in Section 3 Second of the Railway Labor Act. It is understood, however, that the parties may by agreement in any particular case extend the 9 months' period herein referred to.
- (B) With respect to all claims or grievances which arose or arise out of occurrences prior to the effective date of this rule, and which have not been filed by that date, such claims or grievances must be filed in writing within 60 days after the effective date of this rule in the manner provided for in paragraph (A) (1) of Section I hereof, and shall be handled in accordance with the requirements of said paragraphs (1), (2)

and (3) of Section I hereof. With respect to claims or grievances filed prior to the effective date of this rule the claims or grievances must be ruled on or appealed, as the case may be, within 60 days after the effective date of this rule and if not thereafter handled pursuant to paragraphs (2) and (3) of Section I of this rule the claims or grievances shall be barred or allowed as presented, as the case may be, except that in the case of all claims or grievances on which the highest designated officer of the Carrier has ruled prior to the effective date of this rule, a period of 12 months will be allowed after the effective date of this rule for an appeal to be taken to the appropriate board of adjustment as provided in paragraph (3) of Section I hereof before the claim or grievance is barred.

- (C) A claim may be filed at any time for an alleged continuing violation of any agreement and all rights of the claimant or claimants involved thereby shall, under this rule, be fully protected by the filing of one claim or grievance based thereon as long as such alleged violation, if found to be such, continues. However, no monetary claim shall be allowed retroactively for more than 60 days prior to the filing thereof. With respect to claims and grievances involving an employee held out of service in discipline cases the original notice of request for reinstatement with pay for time lost shall be sufficient.
- (D) This rule recognizes the right of representatives of the Organizations, parties hereto, to file and prosecute claims and grievances for and on behalf of the employees they represent.
- (E) This agreement is not intended to deny the right of the employees to use any other lawful action for the settlement of claims or grievances provided such action is instituted within 9 months of the date of the decision of the highest designated officer of the Carrier.
- (F) This rule shall not apply to requests for leniency.

Duly Accredited Representative

When the term "duly accredited representative" appears in this Agreement, it shall be understood to mean the regularly constituted committee and/or the officers of the Organization of which such committee or officer is a part.

RULE 23

SUPPLEMENTAL SICKNESS

The January 9, 1980 Supplemental Sickness Benefit Agreement, as amended effective July 1, 1991(Sickness Agreement), shall be further amended as provided in this Article.

SECTION 1 - ADJUSTMENT OF PLAN BENEFITS

- (A) Benefits shall be provided under the Plan established pursuant to the Sickness Agreement as set forth in paragraph (b). Enactment of the agreed-upon RUIA legislation shall not cause the ration of benefits to rates of pay to differ from that which existed on December 31, 1994.
- (B) Section 4 of the Sickness Agreement shall be revised as follows:

	<u>Per Hour</u>	<u>Per Month</u>
Class I Employees Earning (as of December 31, 1994)	\$14.71 or more	\$2,560 or more
Class II Employees Earning (as of December 31, 1994)	\$13.51 or more but less than \$14.71	Less than \$2,560 but more than \$2,351
Class III Employees Earning (as of December 31, 1994)	Less than \$13.51	Less than \$2,351

Basic and Maximum Benefit Amount Per Month

	<u>Basic</u>	<u>RUIA</u>	<u>Maximum</u>
Class I	\$942	\$783	\$1,725
Class II	\$835	\$783	\$1,618
Class III	\$719	\$783	\$1,502

Combined Benefit Limit

<u>Classification</u>	<u>Maximum Monthly Amount</u>
Class I	\$1,851
Class II	\$1,736
Class III	\$1,610

SECTION 2 - PLAN BENEFITS DURING INITIAL REGISTRATION PERIOD

An employee who is eligible to receive Plan benefits during his initial RUIA registration period shall receive from the Plan, for the fifth through the fourteenth days of disability in that period, the Basic Benefit specified in the Plan plus an amount equal to the total RUIA benefit that would have been payable to him for days of sickness in that period but for application of the initial waiting period mandated by existing law.

SECTION 3 - ADJUSTMENT OF PLAN BENEFITS DURING TERM OF AGREEMENT

Effective December 31, 1999, the benefits provided under the Plan shall be adjusted so as to restore the same ratio of benefits to rates of pay as existed on the effective date of this Article.

SECTION 4 - ADMINISTRATIVE AND PROCEDURAL IMPROVEMENTS

The parties have selected and established a subcommittee for the purpose of reviewing and making recommendations with respect to administrative and procedural improvements that would expedite the handling and disposition of Plan claims without affecting the integrity of the Plan. The parties shall consider the subcommittee's recommendations at the earliest opportunity and shall use their best efforts to reach agreement on implementing such recommendations.

RULE 24

OFF-TRACK VEHICLE ACCIDENT BENEFITS

Payments to be made: In the event that any one of the losses enumerated in subparagraphs (1), (2) and (3) below results from an injury sustained directly from an accident covered in paragraph (a) and independently of all other causes and such loss occurs or commences within the time limits set forth in subparagraphs (1), (2) and (3) below, the Carrier will provide, subject to the terms and conditions herein

contained, and less any amounts payable under Group Policy Contract GA-23000 of The Travelers Insurance Company or any other medical or insurance policy or plan paid for in its entirety by the Carrier, the following benefits:

(1) Accidental or Dismemberment

The Carrier will provide for loss of life or dismemberment occurring within 120 days after date of an accident covered in paragraph (a):

Loss of Life	\$300,000
Loss of Both Hands	\$300,000
Loss of Both Feet	\$300,000
Loss of Sight of Both Eyes	\$300,000
Loss of One Hand and One Foot	\$300,000
Loss of One Hand and Sight of One Eye	\$300,000
Loss of One Foot and Sight of One Eye	\$300,000
Loss of One hand or One Foot or Sight of One Eye	\$150,000

"Loss" shall mean, with regard to hands and feet, dismemberment by severance through or above wrist or ankle joints; with regard to eyes, entire and irrecoverable loss of sight.

No more than \$300,000 will be paid under this paragraph to any one employee or his personal representative as a result of any one accident.

(2) Medical and Hospital Care

The Carrier will provide payment for the actual expense of medical and hospital care commencing within 120 days after an accident covered under paragraph (a) of injuries incurred as a result of such accident, subject to limitation of \$3,000 for any employee for any one accident, less any amounts payable under Group Policy Contract GA-23000 of The Travelers Insurance Company or under any other medical or insurance policy or plan paid for in its entirety by the Carrier.

(3) Time Loss

The Carrier will provide an employee who is injured as a result of an accident covered under paragraph (a) hereof and who is unable to work as a result thereof commencing within 30 days after such accident 80% of the employee's basic full-time weekly compensation

from the Carrier for time actually lost, subject to a maximum payment of \$1,000.00 per week for time lost during a period of 156 continuous weeks following such accident provided, however, that such weekly payment shall be reduced by such amounts as the employee is entitled to receive as sickness benefits under provisions of the Railroad Unemployment Insurance Act.

(4) Aggregate Limit

The aggregate amount of payments to be made hereunder is limited to \$1,000,000 for any one accident and the Carrier shall not be liable for any amount in excess of \$1,000,000 for any one accident irrespective of the number of injuries or deaths which occur in or as a result of such accident. If the aggregate amount of payments otherwise payable hereunder exceeds the aggregate limit herein provided, the Carrier shall not be required to pay as respects each separate employee a greater proportion of such payments than the aggregate limit set forth herein bears to the aggregate amount of all such payments.

This Article will become effective November 1, 1978.

RULE 25

COST-FREE UNION DUES DEDUCTION AGREEMENT

Within 60 days following request by the Organization, each railroad party to this Agreement and the Organization signatory to this Agreement will reach an understanding or agreement to modify their union dues deduction agreement (or, if there is no dues deduction agreement, the parties on the individual railroads will negotiate a union dues deduction agreement), effective with the first calendar quarter following 60 days after the date of such agreement (unless otherwise agreed to), which will conform to the following guidelines:

- (A) Deductions will be made monthly and will be limited to union dues, initiation fees, and assessments (not including fines and penalties) which are uniformly required as a condition of acquiring or retaining membership.
- (B) No costs will be charged against the Organization or the affected employees in connection with the dues deduction agreement.

- (C) Appropriate written assignment form executed by the individual involved must be in the hands of the designated railroad officer at least 30 days in advance of the first payroll deduction scheduled for that individual; provided, however, that dues deduction assignments currently in effect need not be re-executed and may be continued in effect subject to their terms and conditions.
- (D) The dues deduction amounts may not be changed more often than once every three months.
- (E) The parties to the dues deduction agreement will mutually agree on the payroll period on which the deductions uniformly will be made.
- (F) The dues deduction agreement will include appropriate priorities of deductions in cases where the individual's pay check is insufficient to permit deduction of the full amounts specified on the deduction lists. The following payroll deductions, as a minimum, will have priority over the deductions called for by the dues deduction agreement:
 - Federal, State, and Municipal taxes; premiums on any life insurance, hospital-surgical insurance, group accident or health insurance, or group annuities; other deductions required by law, such as garnishments and attachments; and amounts due the Carrier by the individual.
- (G) In the event there is insufficient earnings to permit the full amount of the union dues deduction, no deduction will be made.
- (H) The Carrier will furnish uniform alphabetical deduction lists (in triplicate) for each local lodge each quarter. Such lists will include the employee's name, social security number or payroll identification number and the amount of union dues deducted from the pay of each employee.

RULE 26

SUPPLIES

- (A) The Carrier will furnish the employees such general tools as are necessary to perform their work, except such tools as are generally furnished by skilled workmen.
- (B) Reasonable amount of ice will be supplied for drinking water for employees when conditions are such as to warrant its use.

RULE 27

LEAVE OF ABSENCE

- (A) Employees shall not, except in case of emergency, absent themselves from their duties without permission from some authorized supervisor or official. If absent in emergency the employee will report to his supervisor as quickly as possible the reason for such absence. Employees, absent more than thirty (30) days without proper leave, name shall be removed from seniority roster.
- (B) When the requirements of the service will permit, an employee, upon request, may be granted leave of absence for periods not to exceed ninety (90) days at the discretion of the Management. Leaves of absence for periods of ten (10) days or less may be granted to employees by their Foreman or Roadmaster, when this can be done and the service can be adequately protected without additional expense to the Carrier, and need not be in writing. Leaves of absence for periods in excess of ten (10) days, but not to exceed ninety (90) days, may be granted by the Management and shall be in writing and appropriate record maintained and copy of such written leave of absence will be furnished the employee granted the leave and the Local Chairman.
- (C) Leaves of absence in excess of ninety (90) days shall not be granted unless by agreement between the Management and the Representative (Local, General, or Assistant General Chairman) of the employee.
- (D) An employee absent on leave who engages in other employment will lose his seniority unless such arrangements

have been made therefor between the Management and the Representatives of the employee.

- (E) Employees who fail to return to service on or before the expiration of their leave of absence will lose their seniority rights unless an extension has been obtained, except in case of unavoidable delay, the leave will be extended to include such delay. In case of unavoidable delay, employee must notify his officer before the expiration of the leave, setting out details of delay and probable time of arrival.
- (F) Employees promoted to official positions of the Association or member roads thereof, or the Brotherhood, will retain and continue to accumulate seniority on their original seniority district and their names will appear on the appropriate seniority roster. If such employees return to service under this agreement, they may displace any junior employee in the class of service in which he holds seniority, provided such rights are asserted within thirty (30) days after leaving such official position. Subject to the provisions of Rule 2, Section 4 of this agreement.
- (G) Employees serving on committees of the Organization, on sufficient notice, shall be granted sufficient leave of absence.

RULE 28

UNION SHOP

The provisions of the Union Shop Agreement dated February 14, 1953, not reproduced shall be considered a part of this agreement.

RULE 29

PRINTING SCHEDULE

This schedule of working conditions shall be reproduced by the Railroad and any employee affected thereby will be furnished a copy on request.

MEMORANDUM OF UNDERSTANDING

It is agreed under this rewritten Agreement, dated November 13, 1997, that the inclusion of excerpts from various agreements reproduced herein, is not to be constructed as excluding, cancelling or superseding other written agreements or settlements not in conflict with schedule rules and/or excerpts of agreements contained herein; such other written local and national agreements or settlements though not included herein are continued in full force and effect until changed under the provisions of the Railway Labor Act as amended.

If any error due to misprinting of any of the rewritten agreements contained herein, is discovered then the original agreement applies. Where any original agreement has been reduced herein for sake of briefness; it is understood the original signed agreement in effect supersedes if a dispute should arise between the parties.

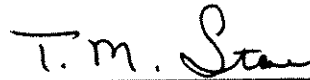
Signed at Houston, Texas, this 13th day of November, 1997.

FOR THE ORGANIZATION:

FOR THE PORT TERMINAL
RAILROAD ASSOCIATION:

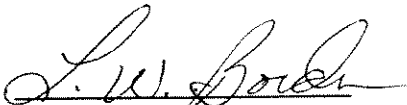


B. R. Palmer
General Chairman
Brotherhood of Maintenance of Way
Employees



T. M. Stone
Director of Labor Relations
Port Terminal Railroad
Association

APPROVED:



L. W. Borden
Vice President
Brotherhood of Maintenance of Way
Employees

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