

EMPLOYEES' WORKING AGREEMENT

FOR THE
KYLE RAILROAD COMPANY

&

THE EMPLOYEES REPRESENTED BY
THE INTERNATIONAL ASSOCIATION OF SHEET
METAL, AIR, RAIL & TRANSPORTATION
WORKERS – TRANSPORTATION DIVISION

Effective _____

TABLE OF CONTENTS

	Page No.
PREAMBLE	3
ARTICLE 1 Scope	3
ARTICLE 2 Representation Rule	3
ARTICLE 3 Seniority Rule.....	4
ARTICLE 4 Exercise of Seniority and Reporting	6
ARTICLE 5 Reduction in Force	7
ARTICLE 6 Temporary Work	7
ARTICLE 7 Training Program	8
ARTICLE 8 Rules Exams, Classroom Training & Co. Business	10
ARTICLE 9 Accepting Official Positions	11
ARTICLE 10 Forfeiting Seniority	11
ARTICLE 11 Approval of Applications	11
ARTICLE 12 Leave of Absence	12
ARTICLE 13 Hearings and Discipline	12
ARTICLE 14 Employee Benefit Package.....	15
ARTICLE 15 Flex Days.....	16
ARTICLE 16 Payroll Deduction.....	17
ARTICLE 17 Time Limit on Claims	18
ARTICLE 18 Railroad Officials Performing Work.....	18
ARTICLE 19 Job Assignments and Bidding Rule.....	19
ARTICLE 20 Expenses Away-From-Home & Transportation	20
ARTICLE 21 Held-Away-From-Home Terminal.....	21
ARTICLE 22 Deadheading	21
ARTICLE 23 Pay for Work Other Than Regular Duties.....	22
ARTICLE 24 Seniority Rosters	22
ARTICLE 25 Guaranteed Extra Boards.....	23
ARTICLE 26 First-In, First-Out and Runarounds	25
ARTICLE 27 Called and Not Used - Calling Procedures.....	26
ARTICLE 28 Furlough Reserve Programs	26
ARTICLE 29 Assignment of Non-Operating Employees.....	28
ARTICLE 30 Equipment, Supplies, Ice & Water	28
ARTICLE 31 Employee Information & Service Letters	29
ARTICLE 32 Physical Examinations	29
ARTICLE 33 Work Week (Non-Operating Employees).....	30
ARTICLE 34 Assignment Schedules.....	30
ARTICLE 35 Section Foreman and Machine Operators	32
ARTICLE 36 Union Shop.....	32
ARTICLE 37 Rates of Pay.....	33
ARTICLE 38 Wages for New Hire Employees	34
ARTICLE 39 Moratorium.....	34
Attachment A Wage Deduction Authorization Form	35
Attachment B Wage Deduction Revocation Form	36
Attachment C UTU Interpretation of Article 2 (Seniority)	37
Side Letter 1 Standby Reserve Status	40

PREAMBLE

The following Agreement between the Kyle Railroad Company and the International Association of Sheet Metal, Air, Rail and Transportation Workers – Transportation Division (SMART-TD) recognizes the unusual concept of principles and conditions existing within the Short Line Railroad Industry, which would not be applicable to the major Trunk Line Railroads.

The Company and the employees further recognize that they have a common and sympathetic interest in the railroad industry. Therefore, a working system of harmonious relationships is necessary to maintain a rapport between the Company and the employees, and jointly with the customers and public. All concerned will benefit by continued peace and harmonious relationships, and any differences must be settled through rational common sense methods.

It is understood that this Agreement replaces any and all agreements and understandings that were in place prior to the adoption of this Agreement. The use of such words as he, his, and him, as they appear in this Agreement are not intended to restrict the application of the Agreement or a particular rule to a particular sex, but are used solely for the purpose of grammatical gender convenience and clarity.

This Agreement will be applied to the parties signatory hereto, in compliance with state and federal laws and regulations, and without regard to the race, religion, color, creed, national origin, or gender of the individuals covered by the provisions embodied in this Agreement.

Therefore, in consideration of the mutual promises and agreements contained herein, all concerned parties mutually agree as follows:

ARTICLE I

Scope

The term "employee" as referred to herein shall include all employees represented by SMART-TD. The term "Company" shall mean the Kyle Railroad Company. The term "Organization" shall mean SMART-TD.

ARTICLE 2

Representation Rule

(A) SMART-TD, while having representation of Engineers, Conductors, Brakemen, Maintenance of Way Employees, Signalmen, Mechanics, Helpers & Apprentices, Carmen and Welders, holds sole and exclusive bargaining rights governing wages, hours, and working conditions for such employees.

(B) For benefit of this Agreement, crafts will be identified as follows: Engineers, Conductors and Brakemen will have common seniority when qualified to each of these positions

and will hereafter be referred to as the Operating Craft. Section Foremen, Machine Operators and Section Laborers will hereafter be known as the craft of Maintenance of Way Employees. Signal Maintainers and Signal Helpers (Apprentices) shall hereafter be known as the craft of Signalmen. Mechanics, Electricians, Helpers and Apprentices shall hereinafter be known as the craft of Mechanical Department Employees. Welders, Carmen, Helpers, Apprentices, and Laborers shall hereafter be known as the craft of Car Department Employees.

(C) The proper officer of the Company will hear any reasonable complaint, grievance or claim made by the Committee of the Organization duly authorized to represent the above named crafts on the property.

(D) The right of appeal in the case of complaints, grievances, including reinstatements and claims is restricted to employees through the duly authorized official of the Organization.

ARTICLE 3 **Seniority Rule**

(A) The seniority rights of each employee will date from the time (date) they last entered service in the craft they are working in on the effective date of this Agreement. In the case of employees who are working out of their original craft due to seasonal requirements or reduction in force, their seniority rights will apply to the date they first entered service in the craft for which they were originally hired. All employees certified to be represented by SMART-TD will then be shown on one (1) seniority roster in accordance with their original seniority date, as set forth above, designating the craft in which they hold seniority on the effective date of this Agreement. Those permanent employees who are employed as of June 25, 2008 will hereafter be known as "Prior Rights" employees in their respective craft, and a separate seniority roster for each craft (Operating, Maintenance of Way, Signal and Mechanical Departments) will be maintained until all prior rights employees have retired, resigned or are otherwise severed by natural attrition. In cases where two (2) or more employees have the same seniority date, or first performed service at the exact same time, then their seniority standing will be determined by that presently recognized by employees and the Kyle Railroad. All employees will be considered as having System Seniority. (See Item (F) for Seniority Standing of Newly Hired Employees).

(B) Those employees that have transferred from one craft to another prior to June 25, 2008 will have their original seniority date used for determining their vacation requirements, etc., providing there was no break the employee's service as a result of the transfer. However, for their seniority standing in the respective crafts, the time (date) they last entered service in that craft will be used in determining their proper seniority standing. No employee will be permitted to hold prior rights in more than one (1) craft.

NOTE: The parties acknowledge and incorporate the interpretation of this rule as set forth by the SMART-TD General Committee in General Chairman Hazlett's letter of April 21, 2004, which is appended to this agreement as Attachment "C".

(C) Employees will be permitted to exercise their seniority in their craft, or any of the other crafts, by bidding or bumping. It is understood, however, that this Agreement will not affect the seniority standing of any employees listed on the seniority roster as "Prior Rights" employees in a given craft. When an employee chooses to exercise his seniority in another craft, he must be qualified to perform service in that craft as stipulated in ARTICLE 7 of this Agreement. Dependent upon the requirements of the service, changes from one craft to another may be deferred until replacements are available, and such deferment will not subject the Company to penalty payments. When an employee elects to change from one craft to another by bidding a job in that craft, he cannot in turn change to another craft for a period of ninety (90) days, unless he is displaced through no fault of his own.

(D) The right to preference of work positions and/or assignments will be governed first by the prior rights in service seniority date. The qualified prior rights employee senior in service will be given preference. If there are no bids from a prior rights employee, then the position and/or assignment will be filled by the senior qualified employee from the common seniority roster making application to such position and/or assignment. If no bids are received from any qualified employee, the junior qualified employee on the System Seniority Roster may be forced to accept the position or assignment.

(E) All employees of the Kyle Railroad Company who are hired after June 25, 2008 will establish a common seniority date from the date and time they first perform service for the Company.

(F) For all craft employees, the alphabetical order of the employees' last names will be used in determining their seniority standing against other employees hired on that same date.

(G) Maintenance of Way Department ONLY - When an employee is force assigned, away from his home terminal to a Machine Operators position because the posted bid received no bids by a qualified employee, the force assigned employee will receive expenses as described in ARTICLE 20 and may request that the position be immediately placed for bid as a trainee position as outlined below:

1. The request for a trainee position can only be made providing there are unqualified employees their junior working a laborers position.
2. It is understood that when a trainee position receives no bids, the junior laborer on the System Seniority Roster will be force assigned to the trainee position.
3. After another employee is qualified, the force assigned employee may return to his original position or any other position that their seniority and qualification would hold that has been assigned during the time they were force assigned.

ARTICLE 4
Exercise of Seniority and Reporting

(A) Employees displaced account position abolished or displaced by senior employees, may displace employees their junior.

(B) Operating Employees: When an Engineer's assignment or position goes "no bid", the junior qualified employee on the local Conductor Board will be force assigned to the position. If there are no qualified employees on the local Extra Board, the youngest qualified employee on the Conductor's Board at the next closest terminal will be forced to the position. When a Conductor's assignment or position goes "no bid", the senior furloughed employee at the terminal will be force assigned. If there are no qualified employees on the local Extra Board, the youngest furloughed employee at the next closest terminal will be forced to the position.

(C) Non-Operating Employees: When a job or assignment goes "no bid" the junior qualified employee which normally reports to duty within a 50 mile radius of the job to be filled will be force assigned. If there are no qualified employees within the 50 mile radius specified above, the junior qualified employee within a 100 mile radius may be force assigned, and so on with increases of 50 miles in the radius until an employee is assigned.

(D) Non-operating employees choosing to remain in displaced status instead of exercising seniority to another terminal, will not be given a recall when calling back furloughed employees, and will be permitted to return to work only by placing a bid on an open assignment. Employees who choose to exercise their rights to voluntary furlough must place themselves on an open job within 6 months of their furlough or they will relinquish their seniority standing with Carrier.

(E) All exercise of seniority must take place at least sixteen (16) hours before the starting time of the position to which the seniority is exercised. The Company will notify the employee displaced as promptly as possible and such employee will have up to forty eight (48) hours to exercise seniority, and designate the junior employee he wishes to displace. If an employee fails to exercise displacement rights within such forty eight (48) hour period the Company may place the displaced employee on the bottom of the protecting extra board which is closest to the assignment from which displaced. Employees who are displaced and exercise seniority to an assignment which is located more than 100 miles from their previous reporting point will be allowed an additional seventy-two (72) hours to physically report for the new assignment.

(F) Regular employees reporting for service after an absence must do so at least sixteen (16) hours in advance of the starting time of their regular assignment.

(G) Employees absent on vacation or leave of absence will be required to report per Paragraph (F) above. Employees returning from vacation or leave of absence will return to their regular assignment, unless they have been displaced by a senior employee during their absence, in which case they will have an exercise in seniority, or they may exercise their seniority to any assignment that has been bulletined and awarded during their absence.

(H) Operating employee's bidding on a different operating position will be restricted from bidding back to their original position for a period of not less than ten (10) days.

ARTICLE 5

Reduction in Force

(A) When the force shall be reduced, junior employees in the respective crafts shall be demoted or furloughed in their turn in reverse order of seniority. Employees are not required to displace a junior active employee at another terminal when unable to hold a position at their designated home terminal.

(B) When force is increased, senior employees cut off at the terminal, or if there are no furloughed employees at that terminal, the junior employees from the next nearest terminal will be recalled and will retain their original seniority date and standing provided they report for duty within thirty (30) days from (1) date such notice is received as evidenced by return certified receipt, or (2) letter is returned unclaimed to employing officer, in which latter event, the date letter is postmarked at destination will establish date from which the thirty (30) day period will run. Copy of recall notice will be furnished to General Chairman. After an employee has received a recall notice, he must notify the Company within three (3) days and state when he will return within the thirty (30) day period described above.

(C) Cut off employees are required to keep employing officer currently informed of their address; failure to do so or failure to report for duty within the time designated in the preceding paragraph, will result in forfeiture of their seniority.

(D) The Company may use outside contractors to perform service. The use of outside contractors on the Kyle Railroad to perform work that is considered the normal duties of Kyle Railroad employees, that they are trained and equipped to perform, will not result in the furlough, or serve to continue the furlough of Kyle Railroad employees.

ARTICLE 6

Temporary Work

(A) When work conditions or seasonal demands require, the Company may hire employees for temporary work. Temporary work will be considered work not expected to exceed ninety (90) days in duration. Employees performing temporary work will have no rights under ARTICLES 3, 14 and 15.

(B) When temporary employees work more than one hundred and fifty (150) consecutive days, they will be added to the consolidated seniority list and afforded rights under the above listed ARTICLES.

(C) When an employee is hired under this ARTICLE 6, the Company will so notify both the employee and the General Chairman, at that time.

(D) Temporary workers will have no rights under ARTICLE 20, except as provided below:

If assigned to a system work gang, each employee shall receive a meal allowance of \$35.00 per workday. If assigned to a system work gang, hotel rooms will be provided. The hotel rooms will be double occupancy rooms and employees will be required to share the rooms. If assigned to a system work gang and tie up location is changed, employees will be paid a mileage allowance which is equal to the IRS approved mileage rate in effect at the time for actual mileage from the previous tie up location to the new tie up location.

ARTICLE 7

Training Program

All employees will be required to successfully pass rules exams and certification requirements (including re-certification) as set forth in the policies of the Kyle Railroad, provided such policies do not conflict with provisions of this Agreement.

1. Maintenance of Way:

(A) Section Foreman: After two (2) years of track maintenance experience, an employee may request to take a promotion test for qualification as Section Foreman. The test will cover the Rules of the Maintenance of Way Department, Safety Rules, FRA Rules and Track Safety Standards, as well as a field evaluation test. An employee, who passes all required tests, will be able to exercise seniority as Section Foreman on any future open assignment. An employee who fails any part of the Foreman's exam will be afforded a second opportunity to pass the failed portion of the exam within a thirty (30) day period. If an employee fails on his second attempt, he must wait at least six (6) months for a chance to retake the entire exam.

(B) Machine Operators: Employees who successfully bid on open assignments for machine operators, will be required to train for one (1) week at trackman's rate of pay, unless already qualified on such machine, or can show competence before the end of one (1) week training period. This will apply to all machines with the exception of the Backhoe/Insertter. When an open assignment exists on the Backhoe/Insertter, and there are no qualified applicants bidding on the position, then the senior applicant will be afforded the opportunity to train as per ARTICLE 35 (A).

2. Mechanical Department:

(A) Journeyman Mechanic: Employees who have satisfied the apprentice requirements will be given promotion exams as outlined in the published training program. An employee who failed the required exam will be afforded a second chance to pass the exam within thirty (30) days. An employee who fails a second attempt at passing the exam will be removed

from the Mechanical Department and afforded the opportunity to displace where his seniority may permit.

(B) Apprentice/Laborer: An employee, who enters the apprentice program, does so for the sole purpose of advancement into a journeyman's position. It will be mandatory that any laborer/apprentice must enter the training program when the opportunities for such training arise.

3. Machine Qualification Roster:

A separate roster will be maintained for the Maintenance of Way Department that will list all track maintenance machines that require a qualification prior to independent operation.

This Machine Operators' Roster is for the sole purpose of showing qualification on track maintenance machines and cannot be used as a seniority roster.

The Machine Operators' Roster will list each machine and each employee qualified on each machine. The roster will be revised January 1st of each year and the revised rosters shall be posted on bulletin boards in convenient places and copies of such roster shall be furnished to the General Chairman of the representatives of the employees.

All appeals from employees not shown as qualified who are qualified shall be limited to sixty (60) days from the date of posting of the roster, except that, if any employee shall be absent on furlough or leave of absence or by reason of sickness, injury or other unavoidable cause at the time the roster is posted, his time to appeal therefrom shall be limited to sixty (60) days after he shall first return to work.

This roster will be used to confirm qualification when positions are being awarded. The Company (Roadmaster) will notify the General Chairman within two (2) weeks after an employee is qualified, with a copy of the qualification letter.

4. Operating Employees:

(A) The Company may train existing employees for train service pursuant to Article 3 of this Agreement or the Company may hire employees from outside sources to train and work in train service. In accordance with Article 3 preference will be given to existing employees pending qualification. Employees hired for such service will be required to successfully pass the conductor's promotional exam following the completion of on-the-job and classroom training. Employees will be allowed two (2) attempts to successfully pass the required exam. Employees who fail to successfully pass the exam will forfeit seniority, if any.

(B) All operating employees who establish seniority after June 25, 2008 are required to accept promotion to engine service. Employees are required to train and successfully pass all written and field examinations for qualification as a locomotive engineer. Such employees will be required to accept qualification in seniority order. Failure to successfully pass promotion to engine service will result in automatic forfeiture of seniority. Employees will be provided two attempts to successfully pass the required examination(s).

(C) Employees will be allowed a minimum of four (4) months training combined with work experience, or prior qualification as a ground service employee prior to entering engine service training. After an employee has entered the engineer's training program the maximum time allowed for an employee to pass the training program for locomotive engineer is twelve (12) months.

(D) Due to the current Federal Railroad Administration requirement for the anticipated remote control equipment to be used by the Kyle Railroad (non-computer controlled) it is understood that all remote control operators must be locomotive engineer certified. Following implementation of such remote control operations all train service employees who are not engineer certified will be given a one-time opportunity to become a certified locomotive engineer prior to hiring or offering engine service to other existing employees. If the Kyle Railroad should use remote control technology in the future that does not require locomotive engineer certification then all train service employees (conductors and engineers) will be offered such positions in accordance with their existing seniority standing.

(E) Prior to implementation of remote control operations on the property the Company will serve a sixty (60) day notice to the General Chairman. During this sixty (60) day notice period the Company and the Organization will discuss the manner in which remote control operations will be implemented including; type of remote control technology; method of operation; and number of jobs to be implemented. If by the end of this sixty (60) day period the parties have not developed an agreement on the manner of implementation the Company will not be restricted from implementing remote control operations on the property and either party may elect to progress any outstanding issue(s) concerning such implementation to a board of arbitration. The rate of pay when working a remote control job will not be part of the discussions comprehended by this rule, as it is agreed here that employees operating such equipment as part of their assignment will be paid an additional \$25.00 for each tour of duty in addition to all other earnings. This allowance is not subject to future wage increases.

ARTICLE 8

Rules Exams, Classroom Training and **Attending Company Business**

(A) Employees who are required to attend rules classes, rules examination/certification sessions, training programs and seminars, attend safety meetings, give depositions, attend investigations or other company business will be compensated a minimum one-half (1/2) day's pay at the pro rata rate for attendance requiring one half (1/2) day or less. Employees who are required to attend beyond one half (1/2) day will be compensated a day's pay, or actual time consumed, whichever is greater. Employees who are held off their regular assignment to attend such training will be made whole for their loss of earnings.

(B) When training is required at other than the home terminal, employees will be reimbursed for actual, reasonable and necessary travel, lodging and meal expenses in accordance

with Company travel and expense policy and if not otherwise provided. Any approved travel via personal auto will be reimbursed at the current IRS mileage rate.

ARTICLE 9

Accepting Official Positions

(A) An employee who accepts an official position with the Organization will retain and continue to accumulate seniority in all crafts where seniority is held. Such employee who voluntarily or involuntarily leaves such position and who returns to the Company within seven (7) days thereof will be permitted to exercise seniority in accordance with the provisions of this Agreement.

(B) Failure of an employee to return to service following the expiration of the seven (7) days described in paragraph (A) above, or to make other arrangements with the approval of the General Manager–Kyle Railroad and the General Chairman–SMART-TD, will be considered a forfeiture of seniority.

(C) An employee who is promoted to and accepts an official position within the Company will not be permitted to retain seniority in any craft after a period of eighteen (18) months in that official capacity or position. While in the 18 month period, employees will continue to be governed by Article 36–Union Shop.

ARTICLE 10

Forfeiting Seniority

(A) An employee who shall leave the service of the Company of his own accord shall forfeit his seniority rights and shall not be reinstated. If he shall be re-employed by the Company, his seniority rights shall date from his first compensated service after re-employment.

(B) An employee who shall be discharged for cause shall forfeit his seniority rights, provided, however, that this Rule shall not operate to prevent upon mutual agreement of the Company and the representatives of the employees, the reinstatement with seniority rights unimpaired of an employee who shall have been discharged for cause, whether or not an appeal shall have been taken under the provisions of ARTICLE 13 hereof.

ARTICLE 11

Approval of Applications

Application for employment will be approved or disapproved within a probationary period of one hundred and eighty (180) days following the day employee first performs service with the Company. An application that is rejected within such period will result in termination of employee's relationship with the Company without disciplinary procedures.

ARTICLE 12

Leave of Absence

(A) Employees may be granted leave of absence in accordance with the leave of absence provisions contained in the Company Policy.

(B) Employees accepting a supervisory or official position with the Kyle Railroad or an elective or appointive position with a State Commission or the Interstate Commerce Commission or engaging in SMART-TD Committee or Legislative work including Local, General, or Grand Lodge Officers, will, upon request, describing the nature of their work, be granted leave of absence by letter for period so employed, including a thirty (30) day separation period prior and subsequent to duration of assignment.

(C) Subject to approval of the General Chairman and the General Manager, the same privilege will be granted to employees elected to City, County, State, and Federal offices. For recording purposes, after leave of absence has been granted by letter as set forth in the foregoing, regular leave of absence form will be provided by the Company and signed by the employee.

(D) Any employee on leave of absence from the Company may not work for another Railroad Company, unless so approved by the General Manager and the General Chairman.

(E) Failure of an employee to return to service following the expiration of seven (7) calendar days of the termination of their leave of absence, or to make other arrangements with the approval of the General Manager – Kyle Railroad and the General Chairman – SMART-TD, following the end of the leave of absence will be considered a forfeiture of seniority.

(F) Employees returning from an authorized leave of absence under this rule, or any other extended absence, shall be permitted to exercise their seniority to any position to which their seniority entitles them under the agreement.

ARTICLE 13

Hearings and Discipline

General:

Employees will not be disciplined without first being given a fair and impartial investigation except as provided below.

Notice:

Within fifteen (15) days of the time the appropriate company officer had first knowledge of an alleged offense, the employee will be given written notice of the specific charges including the date, time and location of the incident or infraction for which charged. The notice will be sent by certified US Mail to the last known address of the employee and a copy of such notice will be provided to the SMART-TD Local Chairman. The notice will state the time and place of the investigation and will be furnished sufficiently in advance to allow the employee an opportunity to arrange for representation by an employee or representative of the Organization, and for

witnesses. In the event that the fifteenth day falls on a Saturday, Sunday or U.S. Postal Service holiday, notice which is sent on the next available Postal Service day shall be timely.

Waiver:

Prior to the investigation the parties may agree to arrange for an informal conference to discuss the alleged offense. Such informal conference may be either in person or by telephone. If such informal conference results in a resolution agreeable to both parties, the resolution will be reduced to writing in the form of a waiver, and no further action will be taken.

Investigation:

(A) Postponements of the formal hearing may be requested by either party on reasonable grounds and consent shall not be unreasonably withheld.

(B) The hearing shall be conducted by a designated officer of the company, and only he and the employee's designated representative shall be allowed to interrogate principals and witnesses. If practicable to do so, the hearing shall be held at the Home Terminal of the employee involved, or in cases where more than one employee is involved, at the Home Terminal of the majority of the employees.

(C) The employee shall have the right to be represented at the hearing by an employee or representative of the Organization at the employee's own choosing. The employee and/or employee's representative shall have the right to introduce witnesses on the employee's behalf, to hear all testimony introduced, and to question all witnesses. Witnesses will not be permitted to remain in the hearing unless jointly agreed to by both the Organization and the Company.

(D) If the notice is not given within the specific time limits, the employee will not be disciplined, will be paid for all time lost, and no disciplinary entry will be made in the employee's personal service record.

Decision:

(A) If the formal hearing results in assessment of discipline, such decision shall be rendered within twenty (20) calendar days from the date the hearing is concluded, and the employee will be notified in writing of the reason therefore. The notice of discipline will be sent by certified US Mail to the last known address of the employee and a copy of such notice will be provided to the employee's representative. In the event that the twentieth day falls on a Saturday, Sunday or U.S. Postal Service holiday, a decision which is sent on the next available Postal Service day shall be timely.

(B) If the employee is found not at fault, the employee will be paid for all time lost and any notation of the investigation will be removed from the employee's personal record.

Appeals:

(A) If the employee is not satisfied with the decision, the SMART-TD Local Chairman may appeal the decision to the Company's General Manager within thirty (30) days from the date of the decision. If the decision is not appealed within thirty (30) days the matter will be considered closed and barred from any further handling. This shall not be considered as a

precedent or waiver of the contentions of the employees as to other discipline cases. The General Manager shall, within thirty (30) days from the date the appeal is received, render a decision in writing on the appeal and, if the appeal is denied, the reasons for such denial shall be given. If no decision is rendered with thirty (30) days, the appeal shall be considered valid and settled accordingly, but this shall not be considered as a precedent or waiver of the contentions of the Company as to other discipline cases

(B) If a resolution cannot be reached locally, the SMART-TD General Chairman may appeal the decision of the General Manager to the Regional Vice President within sixty (60) days from the date of the General Manager's decision. If not appealed within sixty (60) days the matter will be considered closed and barred from any further handling. This shall not be considered as a precedent or waiver of the contentions of the employees as to other discipline cases. The Regional Vice President shall, within sixty (60) days from the date the appeal is received, render a decision in writing on the appeal and, if the appeal is denied, the reasons for such denial shall be given. If no decision is rendered with sixty (60) days, the appeal shall be considered valid and settled accordingly, but this shall not be considered as a precedent or waiver of the contentions of the Company as to other discipline cases.

(C) If the employee is dissatisfied with the decision, proceedings for final disposition of the case under the Railway Labor Act must be instituted by the employee or his or her duly authorized representative within six (6) months of the date of that decision or the case will be considered closed and the discipline will stand as issued.

Miscellaneous:

(A) If a dispute arises concerning the timeliness of a notice, decision or appeal, the postmark on the envelope containing such document shall be deemed to be the date of such notice or decision. The parties, by mutual agreement may extend the time limits specified in this Agreement at any stage of handling.

(B) Employees attending an investigation as witnesses at the direction of the company will be compensated for all time lost and, in addition, will be reimbursed for actual, reasonable and necessary expenses incurred. When no time is lost, witnesses will be paid for actual time attending the investigation with a minimum of two (2) hours.

(C) Employees may be counseled by their supervisor for a variety of reasons or instances that require corrective action. A follow-up letter may be placed on the employee's personal file, which details the counseling session. Such letter of counsel is not considered formal discipline.

ARTICLE 14
Employee Benefit Package

(A) Employee's holidays, vacation and jury duty will be applied under the provisions set forth in the Company's Policy as they may be amended from time to time.

Note: To be eligible for holiday pay an employee must have worked the last regularly assigned work day before the holiday, the day of the holiday (if it is not a scheduled rest day or job annulment by the Company) as well as the first normally assigned workday following the holiday. Employees who do not work must be available the entire calendar day before the holiday, the entire calendar day of the holiday and the entire calendar day following the holiday, to be eligible for holiday pay. Employees on approved vacation, jury duty, flex days, or bereavement leave are considered to have met this requirement, and are eligible for holiday pay. An employee required to work any portion of a holiday will receive the overtime rate at time and one-half, in addition to normal holiday pay, for the entire shift if the qualification requirements for a holiday have been met.

(B) Employees covered under this agreement will be entitled to participate in the Company's 401(k) plan on the same terms as it is applied to other employees. Employees must meet the Plan eligibility requirements to participate.

(C) The Company shall provide health insurance benefits, which are contained in the plans that G&W participates in. These benefits will be applied on the same terms as they apply to other employees of the Company as they may be amended from time to time. A booklet outlining the coverage available can be obtained from the General Manager's office. Employees must meet the qualifying criteria described in the plans before they become eligible to receive benefits. Employees should refer to the plan documents for exact details of their insurance benefits. This insurance is only effective as long as the employee is eligible for insurance and becomes and remains insured as provided in the applicable policy, and benefits and employee contributions may be changed from time to time.

(D) 1. Operating employees will continue to schedule their vacation time, with choice based on seniority, and such vacation schedule will be submitted to the Company by the Organization during December of each year. The Company and the Organization will make adjustments to the schedule as necessary to allow for a proper utilization of manpower throughout the year.

2. Operating employees will be compensated at 1/52 of the compensation earned by an employee for the preceding calendar year, with not less than forty hours pay at the normal assignment rate, for each week of vacation claimed. A single day of vacation will be paid at 1/5th of 1/52nd of the compensation earned by an employee for the preceding calendar year, but not less than the nine hour basic day.

3. Employees will be allowed to take vacation time in single day increments so long as it is without additional cost to the Carrier. Unless otherwise authorized by the supervisor, employees are required to notify their supervisor at least forty-eight (48) hours before the

scheduled starting time of their shift to be eligible to receive a single day for vacation. Vacation day requests will be allowed or denied based on the needs of the service.

(E) An employee will be granted five consecutive working days [based on an eight (8) hour day] off with pay, in the event of the death of an immediate family member, defined as a spouse, domestic partner, child, stepchild, grandchild, parent, stepparent, parent-in-law, sibling, stepsibling, sibling-in-law, grandparent or spouse's grandparent. Paid time off for bereavement will not be counted as hours worked for the purpose of determining overtime.

ARTICLE 15

Flex Days

(A) Flex Days will be in lieu of sick days as outlined in the Company Policy in effect on the date of this Agreement. Flex Days will be accumulated at a rate of .5 days per month. Accrued Flex Days may be used by an employee to take personal days off for various reasons, provided the employee gives the Company a minimum forty-eight (48) hours advance notice to the designated company officer. Employees shall receive a basic day's pay at the pro rata rate of their assignment for each Flex Day taken. Employees will be required to take an accumulated Flex Day, if any, for each day an employee lays off sick.

(B) Flex Days may be accumulated from one calendar year to the next to a maximum of twelve (12) days at any given time. Further accumulation shall be suspended until the number of days accumulated is reduced to less than twelve through utilization or buy back.

(C) Employees may request a buy back for any number of accumulated days. The request for a buy back must be submitted in writing by employees no later than November 15th (or earlier, in the case of a retiree), with payment to be made on the last payday before the Christmas holiday. The company will buy back Flex Days at 75% of the employee's basic daily rate for the employee's assignment.

(D) Flex Days may be granted or denied consistent with the needs of service, at the discretion of the company. Employees are encouraged to schedule Flex Days with the company sufficiently in advance with the understanding not all employees can be granted the same day off, unless the company shuts down its operation on what would otherwise be a work day or a holiday.

(E) Flex Days will not be considered as days worked for the purpose of computing overtime.

ARTICLE 16

Payroll Deduction

(A) Subject to the conditions set forth, the Company will deduct all sums for periodic union dues, assessments and insurance premiums payable to the Organization by members of the

Organization employed by the Company, from wages earned in any services, upon the written and unrevoked authorization of a member, in the form agreed upon by the parties hereto, copy of which is identified as Attachment "A" and made a part hereof.

(B) Payroll deduction authorizing forms may be revoked by executing the form agreed upon by the parties, copy of which is identified as Attachment "B" and made a part hereof.

(C) Both authorization and revocation forms shall be reproduced and furnished to the members by the Organization. The Organization shall be responsible for execution of the authorization forms by the members and for delivering such forms to the Company. In like manner, revocation forms shall be furnished by the member to the Organization, which shall be responsible for its delivery to the Company.

(D) Deductions shall be made by the Company in accordance with a deduction list furnished to the Company by the Treasurer of the Local of which the employee is a member. Such lists, together with authorization and revocation forms shall be furnished the Company on or before the tenth (10th) day of each month in which the deduction or termination of deduction is to become effective. The original lists furnished shall show the member's name and social security number and the amount to be deducted. Thereafter, two (2) lists shall be furnished each month to the Company showing the following:

1. A list showing the amount to be deducted from each member for the current month; also, the names of members from whose wages no further deductions are to be made, which shall be accompanied by revocation forms signed by each member so listed.

2. A list showing additional members from whose wages the Company shall make deduction as herein provided, together with authorizing forms signed by each member so listed. Where there are no such additional members, the list shall so state.

3. Deductions, as provided herein, will be made monthly by the Company from wages due members in the second pay period in each calendar month, and the Company will, subject to Paragraph (E) hereof, remit the Organization the total amount of such deduction on or before the first day of the month following the month in which such deductions are made. With such remittance, the Company will furnish the Treasurer of the Local a statement showing members from whom deductions were made and the amount of deductions.

(E) In the event earnings of a member are insufficient to permit the full amount of deduction, no deduction will be made.

ARTICLE 17

Time Limit on Claims

(A) All claims or grievances must be presented in writing by or on behalf of the employee involved to the Company within fifteen (15) days from the date of the occurrence on which the claim or grievance is based. Should any such claim or grievance be disallowed, the

Company shall within fifteen (15) days from the date same is filed, notify the employee and his representative of the reasons for such disallowance. If not so notified, the claim or grievance shall be considered valid and settled accordingly, but this shall not be considered as a precedent or waiver of the contentions of the Company as to other similar claims or grievances.

(B) If a disallowed claim or grievance is to be appealed to the highest officer designated to handle claims or grievances, such appeal must be taken within fifteen (15) days from receipt of notice of disallowance from the first Officer of the Company. Should any such appeal be disallowed, the Company shall within fifteen (15) days from date same is filed, notify the employee or his representative of the reasons for such disallowance. Failing to comply with these provisions, the matter shall be considered closed, but this shall not be considered a precedent or waiver of the contentions of the employees or Company as to other similar claims or grievances.

(C) Decision by the highest officer designated to handle claims and grievances shall be final and binding unless within fifteen (15) days the Company is notified in writing their decision is not accepted. All claims or grievances involved in a decision of the highest officer shall be barred unless within ninety (90) days from the date of said officer's decision, proceedings are instituted by the employee or his duly authorized representative before a tribunal having jurisdiction pursuant to law or agreement of the claim or grievance involved. It is understood, however, that the parties may by agreement in a particular case extend the ninety (90) day period herein referred to.

(D) All rights of a claimant involved in continuing alleged violations of agreement shall, under this ARTICLE, be fully protected by continuing to file a claim or grievance for each occurrence (or tour of duty) up to the time when such claim or grievance is disallowed by the first officer of the Company.

(E) This Article 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.

ARTICLE 18

Railroad Officials Performing Work

Railroad Officials will be permitted to perform work normally performed by a craft represented by SMART-TD, as long as it is only "incidental work," such as a derailment, emergency, or work that is not considered "routine work" by a specific craft. Such incidental work will not be expected to exceed fifteen (15) minutes and not intended to deprive employees of overtime. Additionally, the incidental work will be performed only when there are no crews or employees on duty within the immediate area qualified to perform the work.

ARTICLE 19
Job Assignments and Bidding Rule

(A) New assignments or vacancies known to exist for longer than thirty (30) days will be bulletined as a permanent position. Regardless of when the position becomes open, bulletins will be posted Mondays. Bids will close at noon on the following Friday. Assignment will be awarded the same day to take effect on the following Monday.

(B) The senior qualified employee making application to a position under bulletin will be assigned. If no bids are received, or if there are no qualified bidders, the junior qualified employee may be assigned to the position,

(C) An employee desiring to be considered for a posted position shall execute the appropriate job bid form, and deliver it to the proper supervisor. All such forms shall then be reviewed, and the position filled as outlined in Paragraph (A) and (B) above.

(D) Assignment to permanent position indicates the desire of the employee as to job preference within the limits of his seniority and qualification. Employees can move from their bid position only by bidding another vacant position, by exercising their seniority if their job is abolished, or if they are displaced by a senior employee exercising his seniority. GEB Engineers may elect to relinquish their assignment and have it put up for bid and occupy a position on the Conductor's GEB at their terminal.

(E) With the Company's consent, trading off will be permitted where mutually agreeable, between qualified employees for period not exceeding two (2) weeks, and not causing punitive pay. Employees assigned to a regular position may not trade assignments with an employee assigned to the extra board.

(F) Temporary vacancies (vacancies of thirty (30) days or less), caused by leave of absence, sickness, or vacation, will be protected by the extra board. All temporary assignments will cease on the return of the absent employee back to his assignment.

(G) The Company will re-bulletin any assignment where the starting time will be permanently changed more than two (2) hours.

(H) All operating positions will be put up for bid and re-bulletined to be effective January 1st and July 1st each year. All employees must bid sufficient positions to be awarded a position and no displacements will be allowed resulting from the semi-annual re-bulletin. Employees failing to bid, or bid for sufficient assignments to be awarded a position, during the re-bulletin will be assigned to a position by the designated Company officer and the Local Chairman.

(I) Where from time to time the Company finds it necessary to post Special Bulletins or Memorandums affecting employees' working hours or other provisions of the Rules Agreement, a copy of such Bulletin or Memorandum will be furnished to the Local Chairman, and will be posted on the appropriate bulletin boards. Should a question arise concerning these

Bulletins or Memorandums, any protest must be made within thirty (30) days from the date of posting. In the absence of such a protest, it will be considered that the Union takes no exception to the Bulletin or Memorandum.

ARTICLE 20

Expenses Away from Home & Transportation Expense

This Article is NOT applicable to expenses related to training; instead see Article 8.

1. Operating Employees:

(A) When operating employees are tied up for rest at points other than the designated home terminal of their assignment for four (4) hours or more, each employee so tied up shall be provided suitable lodging at the Company's expense.

(B) When an employee is tied up at other than his designated home terminal for a period less than twenty-four (24) hours, he shall receive a meal allowance of \$35.00. An employee tied up for a period exceeding twenty-four (24) hours will receive an additional \$35.00 meal allowance for each 24 hour period they are tied up away from their home terminal.

(C) The outlying point must be thirty (30) miles or more from the terminal where the extra board is maintained. Lodging will be provided only when extra employees are held at the outlying point for more than one (1) tour of duty and will continue to be provided for the periods held for each subsequent tour of duty.

(D) Train crews who are not permitted to observe a meal period during their tour of duty will be allowed a payment of \$16.00. This payment will be paid as a separate payment in addition to the normal increments of the assignment and will not be subject to future general wage increases for the term of this Agreement.

(E) When an employee is forced to a terminal more than thirty (30) miles from his residence, such employee will be allowed the meal allowance in ARTICLE 20 for a maximum of 30 working days and provided a maximum of 30 nights lodging at Company expense. It is recognized that these benefits could extend for more than a 30 calendar days.

2. Transportation Expenses:

When an employee is required to work away from his headquarters point, Company will either provide transportation or reimburse the employee for the necessary cost of transportation. Transportation cost will mean the established bus fare or an automobile mileage allowance equal to the IRS approved rate in effect at the time, where an employee's use of his personal vehicle is authorized.

3. All Non-Operating Employees:

Employees working out of their assigned work area will receive a meal allowance of \$35.00 per each work day they tie up away from their home terminal. Employees working out of their assigned work area, which ties up in the hometown or normal on duty location of the employee will receive a meal allowance of \$10.00 per work day. Employees will be paid a mileage allowance equal to the IRS approved mileage rate in effect at the time for driving their personal auto.

4. Lodging:

The Company will provide a separate/private hotel room for each employee tied up away from their home terminal, and, a separate/private hotel room for employees assigned to system work gangs.

ARTICLE 21
Held Away from Home Terminal

(A) Employees in Road Freight service held at other than home terminal will be paid on a minute basis for the actual time so held after the expiration of sixteen (16) hours from the time relieved from previous duty at a rate per hour of 1/9 of the daily rate paid them for the last service performed. If held sixteen (16) hours after the expiration the first twenty-four (24) hour period from the time relieved, they will be paid for the actual time so held during the next succeeding nine (9) hours, or until the end of the second twenty-four (24) hour period, and similarly for each twenty-four (24) hour period thereafter.

(B) Should an employee be called for service or ordered to deadhead after pay begins, held away from home terminal shall cease at the time pay begins for such service of deadheading.

(C) Payments accruing under this Article shall be paid for separate and apart from pay for subsequent service or deadheading.

ARTICLE 22
Deadheading

(A) Employees who are called to deadhead will be compensated in accordance with the times shown in the matrix in paragraph (D) below. Employees involved in deadheading not shown in the matrix will be paid actual time consumed; however, this time must meet the standard of reasonableness.

(B) A combination of service and deadheading is permissible when the time is computed as continuous, provided that not less than one (1) minimum day's pay is allowed for the combination.

(C) Deadheading resulting from the exercising of seniority will not be paid for.

Mileage Matrix (as agreed to between the parties):

	Beloit	Concordia	Goodland	Limon	Belleville	Salina	Downs	Courtland	Phillipsburg
Beloit	0 0:00	40 0:35	225 4:00	325 5:30	50 1:00	70 1:30	25 0:30	35 0:45	85 1:45
Concordia		0 0:00	250 4:15	350 6:00	20 0:20	58 1:00	65 1:25	35 0:35	110 2:00
Goodland			0 0:00	110 2:00	246 4:30	240 4:30	185 3:30	225 4:15	154 3:00
Limon				0 0:00	355 6:00	345 5:00	315 5:15	345 5:45	250 4:15
Belleville					0 0:00	75 1:20	70 1:20	15 0:30	95 1:45
Salina						0 0:00	95 1:45	85 1:30	155 2:45
Downs							0 0:00	60 1:10	65 1:15
Courtland								0 0:00	80 1:30
Phillipsburg									0 0:00

ARTICLE 23

Pay for Work Other Than Regular Duties

Employees taken from their regular assignment under instructions of the Company to perform any service other than that covered by their regular assignments shall be paid for all time actually worked by them (whether on their regular assignments or in such other service) at the highest of the established rates of pay for the respective classes of service performed by them.

ARTICLE 24

Seniority Rosters

Revised seniority rosters of employees shall be prepared as of January 1st of each year and the revised rosters shall be posted on bulletin boards in convenient places and copies of such rosters shall be furnished to the General Chairman of the representatives of the employees. All appeals from new or revised roster dates shall be limited to sixty (60) days from the date of posting of the seniority roster on which the new or revised date shall first appear, except that, if any employee shall be absent, on furlough or leave of absence or by reason of sickness, injury or other unavoidable cause at the time the roster is posted, his time to appeal therefrom shall be limited to sixty (60) days after he shall first return to work.

ARTICLE 25
Guaranteed Extra Boards

(A) Separate Engineers and Train Service Guaranteed Extra Boards ("GEB") will be established at Concordia, Phillipsburg, and Goodland. GEB positions are considered regular assignments, and will be posted for bid and assigned in the same manner as other assignments.

(B) The number of employees assigned to a GEB will be regulated by the Company. A GEB may be reduced by the Company at any time business conditions warrant, with 24-hours advance notice to the junior employee who stands to be cut off the board.

(C) When more than one employee is assigned to a GEB, the employees will be called on a first-in, first-out basis.

(D) GEB's will be used to cover all unassigned freight service and vacancies on regular assignments. The Company will make every reasonable effort consistent with business needs to allow home terminal crews to handle work originating from their terminal. However, the Company reserves the right to run crew(s) through an away-from-home terminal in either straightaway or turnaround service.

(E) When a GEB employee misses a call or marks off he will not be allowed to mark up for a period of at least twelve (12) hours. The Company may however, call the employee before the expiration of the twelve (12) hours and see if he is available for service, providing the extra board is exhausted. There will be no penalty if the Company needs to use an employee before the expiration of the twelve (12) hours.

(F) When a GEB employee marks off on call or four (4) hours prior to being called that employee will not be allowed to mark up until the employee working the position has returned to the terminal. At that time the employee who marked off will be marked up behind the employee filling the vacancy. In the event the assignment is a work train or other job that will not return to the home terminal, the employee who marked off may relieve the employee that accepted the call after the first day's work. If an employee elects to relieve the employee covering the position there will be no mileage expense nor time for deadheading allowed. The first employee working the position will be paid regular expenses for the trip, including expenses that may be allowed the crew for deadheading.

(G) 1. GEB positions will have two consecutive rest days per week for each position. The first rest day will commence at 0001 and end at 2400 the second rest day. Employees will not be called to report for duty at a time after the first rest day begins. Following rest days, vacation, bereavement or flex days an Employee will be automatically marked up at 0400 and is subject to be called to report no sooner than 0530.

2. Rest day pairings will be established by the Company using the entire week with due consideration for operating needs and giving preference to weekend days to the extent that operational needs will permit.

3. An employee on or after 12:00 p.m. the day before his first rest day may start his rest day early by notifying the carrier prior to being called for service. If the first rest day is started early, the second rest day will end 48 hours after the employee began the first rest day. The Carrier will honor all requests to start a rest day early that will begin at 6 p.m. or later. Requests to begin a rest day early between the hours of 12:00 p.m. and 5:59 p.m. will be honored unless there are no other rested employees at the terminal and a train must be operated.

4. In the event an Employee on a GEB is working or away from the home terminal at the time a scheduled rest day is to begin, the rest day will begin at the Employee's tie-up time at his home terminal and run 48 hours.

(H) 1. Each Employee assigned to a GEB for a full bi-weekly pay period shall be guaranteed 90 hours pay at the applicable rate for the GEB to which assigned. All compensation paid by the Company to Employees while assigned to a GEB in a pay period will be credited toward the guarantee excluding personal automobile mileage allowances, expenses, and payments that involve an alleged violation of this Agreement, such as runarounds, etc.

2. Employees not assigned to a GEB for a full bi-weekly pay period shall have the guarantee pro-rated by 1/14th for each day not assigned. Employees exercising seniority to the GEB part way through the pay period, for guarantee purposes only, will be treated as being on the GEB the day they mark-up provided they do so prior to 1:00 p.m.

3. Employees assigned to a GEB who are not available for a working calendar day or any portion thereof for any reason other than marking off for time that is compensated by the Carrier at full day increments, [removed RSIA language] will have the guarantee prorated by 1/10th.

(I) Carrier will maintain a rotating voluntary travel roster (RVTR). Operating employees desiring to cover away from home vacancies will so indicate to Carrier. Upon notification by an employee, Carrier will add said employee to the bottom of the RVTR. When a vacancy occurs at an outside point, the first-out qualified RVTR employee will be called for and cover the vacancy as the first source of supply. Employees on the RVTR will be tied up at the home terminal upon completion of the 5th shift/start worked, or their first normal scheduled rest day, whichever comes first. Upon serving 7 calendar days notice, employees will be removed from the RVTR. Bidding to the RVTR is strictly voluntary. Employees will not be force assigned to the RVTR

(J) When a GEB is exhausted, the following calling sequence will be used:

1. Engineers

(a) First out rested and qualified Engineer on the Conductor's GEB at the same terminal.

(b) Rested qualified Engineers observing their second rest day that have been off duty at least 24 hours. Such Engineers must sign up for such service and will be called in seniority order.

(c) First out and rested qualified Engineer on the Brakeman Reserve Board at the same terminal.

(d) Rest qualified Engineers in Standby Reserve Status at the same terminal will be offered the work, but will not be penalized for not accepting the call.

(e) The RVTR board.

(f) Repeat steps (a) through (d) at the next nearest terminal.

2. Conductors

(a) First out rested employee on the Engineer's GEB at the same terminal.

(b) Rested qualified Conductors observing their second rest day that have been off duty at least 24 hours. Such Conductors must sign up for such service and will be called in seniority order.

(c) First out and rested qualified Conductor on the Brakeman Reserve Board at the same terminal.

(d) Rest qualified Conductor in Standby Reserve Status at the same terminal will be offered the work, but will not be penalized for not accepting the call.

(e) The RVTR board. If the RVTR board is depleted, then Carrier may force the two junior-most conductors from the seniority roster- not to exceed 5 days; to be tied up at the home terminal upon completion of the 5th shift/start worked, or their first normal scheduled rest day, whichever comes first.

(f) Repeat steps (a) through (d) at the next nearest terminal.

ARTICLE 26

First-in and First-Out and Runarounds

(A) Employees will run first-in, first-out, of terminals when involved in other than assigned service. When employees are runaround or left unplaced through no fault of their own, they shall be allowed one-half (1/2) days' pay for the first occurrence in any calendar month. If a second runaround occurs during a calendar month, one (1) days' pay will be allowed for that, and any subsequent occurrence during that month.

(B) An employee who receives one-half (1/2) days' pay for a runaround will remain first-out for service. An employee who receives one (1) days' pay for a runaround will be placed last out for service.

ARTICLE 27

Called and Not Used - Calling Procedures

(A) When an employee is called and reports for duty, and for any reason other than his own, is not used, he will be allowed one-half (1/2) day's pay at rates specified herein, provided he is not held for service longer than four (4) hours. If held longer than four (4) hours, he will be allowed a day's pay at the applicable rate provided for herein. In cases where the employee receives less than a day's pay, the employee will stand first out for call subject to the hours of service law.

(B) When possible, the Company will provide at least one (1) hour and thirty (30) minute call in advance of the on duty time. However, the Company is not required to call an employee who is in assigned service.

ARTICLE 28

Furlough Reserve Programs

Upon notice of being furloughed, operating employees will also be provided information covering the following programs. It is not the intent of these programs to reduce work opportunities for active employees or use the Reserve Brakemen's GEB to artificially reduce the size of the Conductor's GEB:

(A) (1) Active Reserve Status will be made available on a voluntary basis to operating employees when furloughed at their designated home terminal. Employees on Active Reserve Status must return to service immediately when recalled under ARTICLE 5.

(2) Employees accepting Active Reserve Status will be placed on a Reserve Brakemen's GEB which will operate in the same manner as Conductor's GEB under ARTICLE 25 and will protect calls for service under Paragraph (I) of ARTICLE 25.

(3) The minimum pay guarantee on the Reserve Brakemen's GEB will be 90 hours at 80% of the Brakemen's rate of pay for each bi-weekly pay period, subject to the same pro-rations and reductions applicable to the Engineers and Conductors GEBs. When employees on the Reserve Brakemen's GEB work as an Engineer, Conductor, or Brakeman, the employee will receive the difference between the full rate of pay for the position worked and the equivalent time worked at 80% of the Brakemen's rate over and above the guarantee otherwise due in that pay period.

(4) Employees on the Brakemen's GEB may also be called for Brakeman positions that the Carrier, at its sole discretion, elects to call for a train.

(5) When employees have been used from the Reserve Brakemen's GEB for five or more Engineer's and/or Conductor's vacancies at the same terminal in a bi-weekly period, the Company will be required to increase the Conductor's GEB at the beginning of the next pay period.

(B) (1) Standby Reserve Status will be made available on a voluntary basis to operating employees when furloughed at their designated home terminal. Employees on Standby Reserve Status must return to service when recalled under ARTICLE 5.

(2) Employee accepting Standby Reserve Status, will be offered work in accordance with Article 25. If the employee is offered work at another terminal more than thirty miles (via the shortest route) from the employee's residence, he will be reimbursed for expenses as per ARTICLE 20.

(3) Standby Reserve Status employees may also be offered training service at his designated home terminal to remain current and qualified on operations and rules.

(4) Where multiple Standby Reserve Status employees are offered work on the same day, they will be called on a rotation basis.

(5) Standby Reserve Status employees will be guaranteed a minimum of eight (9 hour) days pay, at the brakeman's basic daily rate, per month.

(6) When recalled to service under ARTICLE 5, the pay guarantee in paragraph (E) will cease 14 days after receiving notice of recall.

(C) Health and Welfare benefits will be provided in accordance with ARTICLE 14 for employees in Active or Standby Reserve status.

(D) Due to catastrophic events when operations are significantly curtailed, the Carrier may eliminate the foregoing programs until such time at the operations return to normal.

(E) Furloughed employees that have been in Active or Standby Reserve status for 24 months, may be removed from such status and offered a separation allowance of \$5000 or remain in furlough status to stand for recall without the benefits above.

(F) If the Organization believes that the Carrier has failed to comply with the intent of ARTICLE 28, it may serve a ten day notice to cancel ARTICLE 28 (A). This shall not prevent the parties from working to modify the provisions of ARTICLE 28 (A) to avoid its cancellation or the reinstatement of ARTICLE 28 (A) by mutual agreement after having been cancelled.

ARTICLE 29
Assignment of Non-Operating Employees

(A) Section gangs will be assigned to definite territories. However, it is understood that such assignment will not prohibit the use of employees outside of their assigned territory in their own classification, when, in the opinion of the Company, such work is necessary with the further understanding that employees will be used first, from an adjacent territory. The men will be returned to their assigned territory at the earliest possible time consistent with requirements of the Company. Nothing contained herein will limit the use of these employees on any part of the railroad if their services are needed at other locations, or in the event of an emergency.

(B) Employees who are required to remain away from their normal duty point will be reimbursed for expenses as per ARTICLE 20.

ARTICLE 30
Equipment, Supplies, Ice and Water

(A) The Company will provide the necessary equipment and supplies required by employees during their tour of duty. Non-operating employees will also be provided with waterless hand cleaner.

(B) Sanitary drinking water and cups will be provided to employees while on duty. During warm weather, ice will also be provided.

(C) Employees required to wear safety glasses will be reimbursed half the price of the purchase of the first pair of frames and lenses, and one pair of replacement lenses will be provided annually if needed. Any cosmetic additions to the pair of lenses the Company provides annually will be the employee's responsibility.

(D) Car Department and Mechanical Department employees will be reimbursed the cost price of the purchase of up to three (3) pair of replacement lenses, which will be provided annually as needed due to the nature of their work. Additionally, the Company will cover the cost of glass or plastic photo-gray and scratch resistant lenses for such employees.

(E) Employees required to wear steel-toed boots in their assignment will be reimbursed \$225.00 per year toward the purchase of the boots. Employees must submit an expense form on their anniversary date requesting the allowance. New hire employees will qualify for boot allowance at the expiration of their probationary period.

(F) Employees who work in the Mechanical and Car Shop Departments will be furnished work clothing which is necessary to perform their duties and consistent with seasonal temperatures.

ARTICLE 31
Employee Information and Service Letters

(A) The Company will provide the General Chairman with a list of employees who are hired or terminated, their home addresses, telephone numbers, and social security numbers if available. This information will be limited to the employees covered by the collective bargaining agreement of the General Chairman. The data will be supplied within thirty (30) days after the month in which the employee is hired or terminated. Where the Company cannot meet the thirty (30) day requirement, the matter will be worked out with the General Chairman.

(B) An employee who shall for any reason leave the service of the Company shall, at his request, be given a letter by the proper officer stating his term of service and the capacities in which he was employed.

ARTICLE 32
Physical Examinations

(A) Should employees coming within the scope of this Agreement be required to take physical examinations, such examinations will not be more frequent than once each year, unless in the opinion of their supervisory officer(s), the employee's health or physical condition is such that an examination should be made for the purpose of informing them of the disability or illness, so that proper treatment can be given and to determine if the employee is physically able to perform service.

(B) If an employee should be disqualified upon examination by the Company's physician and feels that such disqualification is not warranted, the following procedure will apply:

1. The employee involved or his General Chairman, at his expense, will select a physician to represent him, in conducting a further physical examination. If the two (2) physicians selected shall agree, the conclusions reached by them will be final.
2. If the two (2) physicians selected in accordance with (1) above should disagree as to the physical condition of such employee, they will select a third (3rd) physician, at the joint and equal expense of the Company and the employee, who shall be a practitioner of recognized standing in the medical profession and specialist in the disease, or diseases from which the employee is alleged to be suffering. The third (3rd) and neutral physician thus selected will examine the employee and render a report within a reasonable time not exceeding fifteen (15) calendar days after such examination (unless waiting for test results or laboratory reports) setting forth his physical condition and the physician's opinion as to his fitness to continue service in his regular employment. The opinion of any two (2) such physicians will be accepted as final.

(C) If an employee is held from service for an examination or alleged impaired physical condition and, upon examination, is found to be physically fit to resume duty; he will be reinstated and paid for time lost.

ARTICLE 33 **Work Week (Non-Operating Employees)**

(A) The Company will establish 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).

(B) Subject to the provisions of (A) above, when possible and not interfering with the service of the Company, days off for five day service will be Saturday and Sunday.

(C) The term "work week" for regularly assigned employees shall mean a week beginning on the first day on which assignment is assigned to work (Monday), or the first day following the consecutive rest days.

(D) When, in the opinion of the Company, the service or requirements demand, the forty (40) hour work week may consist of four (4) ten (10) hour days with three (3) consecutive days off in each seven (7). In the event a non-operating employee is placed on a ten (10) hour basic day as provided for herein, the employee will be given five (5) vacation credits (or 40-hours) for each four (4) ten (10) hour days worked.

ARTICLE 34 **Assignment Schedules**

1. Non-Operating Departments:

(A) Eight (8) hours or less shall constitute a basic day's pay for which eight (8) hours pay shall be allowed.

(B) All work over forty (40) hours straight time in the daily work week shall be at one and one-half (1 ½) times the daily hourly rate.

(C) All work over eight (8) hours in a scheduled work day will be paid at one and one-half (1 ½) times the daily hourly rate.

(D) Employees notified or called for service on their scheduled rest days or in advance of or following and not continuous with their regular work period shall be allowed a minimum of two (2) hours and 40-minutes at their overtime rate of pay or 4 hours of straight time pay (whichever applies). If the employee is held longer than the 2 hours and 40 minutes on overtime, or 4 hours on straight time, compensation will be for actual time on duty at the applicable rate.

2. Operating Department:

(A) Nine (9) hours or less shall constitute a basic day's pay for which the daily rate of pay in ARTICLE 37 shall be allowed.

(B) All work in excess on nine (9) hours per day shall be at one and one-half (1½) times the applicable hourly rate in ARTICLE 37.

3. Mechanical and Car Department Overtime Board Policy:

(A) The first and foremost rule of the overtime board is that if an employee is asked to work and refuses overtime, the employee will be charged time and one-half, there are no exceptions.

(B) If overtime is needed after normal working hours an employee will be called or contacted by text message by Carrier in the order of the overtime board. Employees will be allowed fifteen (15) minutes to answer. If the employee does not answer or answers and refuses the overtime call, the employee will be charged time and one-half (1½) on the overtime board. The overtime board standings will be managed by the Local Chairman or his designee. The Local Chairman or his designee will be allowed 15 minutes of pay at straight time rate each day to manage overtime board standings. The employee responsible for hauling waste water when necessary will be assigned by the Mechanical Manager and is not covered under the overtime board.

(C) In the event that a particular job needs to be finished on overtime, [one-half (½) hour or more] this will be considered job continuance and the men previously working on that assignment during normal working hours will finish all required work unless they are unable to stay, in which case they will be charged time and one-half on the overtime board, and replacement will be supplied from the overtime board.

(D) Apprentices will be available for overtime only after all journeymen on the overtime board have been given a chance to work.

(E) Employees will not be charged for overtime only under the following circumstances:

1. Under the hours of service.
2. Only one craft needed.
3. On vacation.
4. Absent.
5. Not asked.

(F) Employees may be charged time and one-half on the overtime board if overtime is refused the weekend before the start of vacation, but not the weekend after.

ARTICLE 35
Section Foreman and Machine Operators

(A) The positions of Section Foreman and Machine Operator will be filled by the senior qualified applicant submitting bid on an advertised bulletin for a Section Foreman and/or Machine Operators position. Employees submitting bids for such positions may be given up to ninety (90) days trial period for qualifying purposes.

(B) The Section Foreman shall be allowed the payment of fifteen (15) minutes at the equivalent overtime rate for performing preparatory duties.

ARTICLE 36
Union Shop

(A) As a condition of employment all employees of the Company who are covered by this Agreement shall, not later than the first month after the effective date of this Agreement, and monthly thereafter, either tender to the Union directly or authorize the employer to check off periodic and uniformly required Union initiation fees, dues and assessments or in the alternative, service fees in an amount not more than the amount of initiation fees, dues and assessments.

(B) It shall be a condition of employment for all employees of the Company hired on or after the effective date of this agreement and who are covered by this Agreement, to, on or before the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Union, or in the alternative, tender to the Union monthly dues required of the Union members, such sums to be recognized as "Service Fee".

(C) The failure of an employee to comply with Items 1 and/or 2 above shall be considered as a resignation of seniority and the employee will be removed from the roster with a termination of all employment rights.

Note: Any employee covered by this Agreement who becomes delinquent in the required payment of dues, or service fee in lieu thereof, shall receive notification from the union of the requirement and the delinquency, and will be allowed 15 days from the date of the letter to submit the required dues or fees, In the event the employee does not submit the required dues or fees within the 15 day time period, the union will send a second letter, copy to the company, informing the employee that failure to pay the required dues or fees is considered a resignation and the employee's employment will be terminated 20 days after the date of the second letter unless the employee submits the required amount to the organization prior to the end of the 20 day period. At the end of the 20 day period, the organization will notify the company of the employee's compliance with the requirements or resignation, as appropriate.

(D) In the event that seniority and employment under this ARTICLE is terminated by the Company and such termination of seniority and employment is subsequently determined to be

improper, unlawful, or unenforceable, the organization shall indemnify and save harmless the Company against any and all liability arising as the result of such improper, unlawful, or unenforceable termination of seniority and employment.

ARTICLE 37 **Rates of Pay**

The following rates of pay are in effect the first pay period on or immediately following the dates indicated:

	Pay Classification					
	Previous	At Signing	01/01/2019	01/01/2020	01/01/2021	01/01/2022
Increases		6%	3%	3%	3%	3%
Transportation	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly
Qualified Engineer	\$25.35	\$26.87	\$27.68	\$28.51	\$29.36	\$30.24
Qualified Conductor	\$25.35	\$26.87	\$27.68	\$28.51	\$29.36	\$30.24
Brakeman	\$22.97	\$24.35	\$25.08	\$25.83	\$26.60	\$27.40
Mechanical Dept	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly
Shop Foreman/Lead	\$25.61	\$27.14	\$27.96	\$28.80	\$29.66	\$30.55
Journeyman	\$23.81	\$25.24	\$26.00	\$26.78	\$27.58	\$28.41
Helper	\$21.42	\$22.71	\$23.39	\$24.09	\$24.82	\$25.56
Apprentice	\$21.42	\$22.71	\$23.39	\$24.09	\$24.82	\$25.56
Laborer	\$19.99	\$21.19	\$21.83	\$22.48	\$23.16	\$23.85
Maintenance Dept	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly
Tamper Operator	\$23.84	\$25.28	\$26.03	\$26.81	\$27.62	\$28.45
Bridge Foreman	\$23.31	\$24.71	\$25.45	\$26.21	\$27.00	\$27.81
Section Foreman	\$22.95	\$24.33	\$25.06	\$25.81	\$26.58	\$27.38
Mechanic	\$22.35	\$23.69	\$24.40	\$25.13	\$25.89	\$26.67
Machine Operator	\$21.28	\$22.56	\$23.23	\$23.93	\$24.65	\$25.39
Bridge Laborer	\$20.33	\$21.55	\$22.20	\$22.86	\$23.55	\$24.26
Laborer	\$19.97	\$21.17	\$21.81	\$22.46	\$23.13	\$23.83
Signal Department	Annually	Annually	Annually	Annually	Annually	Annually
Maintainer	\$58,130.37	\$61,618.19	\$63,466.74	\$65,370.74	\$67,331.86	\$69,351.82

A one-time bonus of \$750 will be paid to all current employees if this Agreement is ratified by October 16, 2018. Payment will be made within thirty days of Agreement signing.

ARTICLE 38
Wages for New Hire Employees

(A) Experienced employees such as a qualified Engineer, Conductor, Machinist, Electrician, Machinist Apprentice, Electrician Apprentice, and Section Foreman, etc., will start at eighty percent (80%) of the pay received by employees already working in their respective craft. When it is deemed they are fully qualified by management to work independently on the Kyle Railroad they will receive (100%) of the rate of pay.

(B) Non-experienced employees will receive eighty percent (80%) of the base pay received by comparable employees in the craft in which they are hired, for a period of six (6) months, at which time such employees pay will increase to one hundred percent (100%) of a comparable employee's base pay.

ARTICLE 39
Moratorium


This agreement, signed this 8th day of October, 2018, will become effective on October 8th, 2018, and will remain in effect through December 31, 2022, and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act. No party to this agreement will serve any notice or proposal under the terms of the Railway Labor Act for the purpose of changing the provisions of the collective bargaining agreement prior to July 1, 2022, to be effective no earlier than January 1, 2023. All pending Section 6 Notices between the parties are hereby withdrawn.

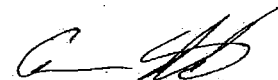
The foregoing will not prevent the parties from agreeing on items of mutual interest.

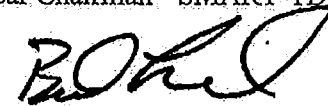
FOR THE EMPLOYEES:


General Chairman - SMART-TD

FOR THE COMPANY:


President, Kyle Railroad


Local Chairman - SMART-TD


Vice President - SMART-TD

ATTACHMENT "A"**Wage Deduction Authorization Form****WAGE ASSIGNMENT AUTHORIZATION**

TO: Kyle Railroad

I hereby assign to the that part of my wages necessary to pay my monthly union dues (not including fines and penalties) to the SMART Transportation Division as reported to the Kyle RR by the General Chairman of SMART, in monthly statements certified by him as provided for in the Dues Deduction Agreement entered into between Kyle RR and its employees represented by SMART, and I hereby authorize the Kyle RR to deduct from my wages all such sums and remit them to the Secretary-Treasurer of SMART in accordance with the said Dues Deduction Agreement. This authorization may be revoked in writing by the undersigned at any time after the expiration of one year from the date of its execution, or upon the termination of said Dues Deduction Agreement, or upon the termination of the Rules and Working Conditions Agreement between the Kyle RR and SMART, whichever occurs sooner.

Employee No. _____

Social Security No. _____

Occupation _____

(Please print) NAME

 (Last) (First) (Middle Initial)

 Street City State Zip Code

 Lodge No. Location Starting Date

 Date Signature

ATTACHMENT "B"**Wage Deduction Revocation Form**

Effective _____, 20__, I hereby revoke the wage assignment authorization now in effect assigning to the SMART Transportation Division that part of my wages necessary to pay my monthly dues now being withheld pursuant to the Dues Deduction Agreement effective _____ between Kyle RR and its employees represented by SMART and I hereby cancel the authorization now in effect authorizing the Kyle RR to deduct such monthly union dues from my wages.

Employee No. _____

Social Security No. _____

Occupation _____

(Please print) NAME

(Last) (First) (Middle Initial)

Street City State Zip Code

Lodge No. Location Starting Date

Date Signature

ATTACHMENT "C"

**April 21, 2004 UTU General Committee Interpretation of
Article 2**

April 21, 2004

Mr Steve Coomes
General Manager
Kyle Railroad Company
P O Box 566
Phillipsburg, KS 67661

Mr S M Price
Local Chairman #44
412 West 10 Street
Goodland, KS 67735

RE: Interpretation of Seniority

Dear Sirs:

After reviewing the Kyle Railroad Employee's Working Agreement, the Memorandum of Agreement which incorporated Car Department employees into the Working Agreement, and the volumes of correspondence (including the 1998 letters of Brothers Asher and Thompson) concerning the establishment and exercise of seniority under the Working Agreement over the years, I submit my interpretation of the establishment and exercise of seniority under the Agreement as follows:

The language contained within Article 2 (B) and Article 3 (A) establishes and maintains a craft seniority system wherein an employee can have different seniority dates in the different crafts based upon their qualification and establishment of a date in each specific craft.

Article 2 (B) also defines the term "common seniority," as relative to this Agreement, as a common seniority date on the positions within a specific craft. For example, the first paragraph of Article 2 (B) states in part, "Engineers, Conductors and Brakemen will have common seniority when qualified to each of these positions and will hereafter be referred to as the Operating Craft" (emphasis added). I can find no reference within the Agreement that the term "common seniority" was intended to establish a common seniority date in all crafts.

Mr S Coombs
 Mr S Price
 Page 2
 April 21, 2004

In reference to the Carrier's June 2, 2003, Interpretation of Article 3, I agree with the Carrier's definition of "Prior Right Seniority" as set forth therein. The Carrier is also correct that the term "System Seniority" relates to an exercise of a craft seniority date across an entire property and therefore is not limited to what is referred to in the industry as a "seniority district."

The first sentence of Article 3 (A) states, "The seniority rights of each employee will date from the time (date) they last entered service in the craft they are working in on the effective date of this Agreement." I disagree with the Carrier's interpretation concerning Article 3 (A) that "If you leave the craft for reasons other than furlough, and bid back in the craft at a later date, your seniority date becomes the date you re-enter or last entered the craft."

It is my position that the above stated language was intended to establish a method of assigning seniority as of the effective date of the original agreement and was not intended to require an employee to reestablish seniority in a specific craft if an employee left that craft and returned to the same craft at a later date. In other words, once an employee qualifies in a specific craft and establishes a date in that craft, the employee maintains such date even if he transfers to another craft in which the employee is qualified. The employee does not reestablish a new seniority date upon return to the original craft.

In support of this position, I direct your attention to First Division Award 15500, wherein it was held, "Seniority in railroad service is the preferential right to perform a particular kind of work to the exclusion of all others who do not hold seniority therein. Once established it may not be arbitrarily taken away."

In dealing with the issue of seniority, I also had to look at the issue of "past practice" on the property. However, my review of the subject establishes that "past practice" concerning the establishment of seniority between the separate crafts was not consistent. First Division Awards 13412 and 15044 have held, "Practice consists of a consistent way of doing things on a national basis, a carrier basis or a local basis." As the practice on this property dealing with the establishment of seniority between the crafts was not consistent, it gives no support to an interpretation of the Agreement in one manner or another.

Furthermore, I believe that my interpretation is consistent with the Memorandum of Agreement which incorporated the Kyle Car Department employees into the current working Agreement, specifically with paragraphs (H) and (I) of that memorandum.

In closing, and in support of my position in reaching the above interpretation, I would direct the parties to the following First Division Awards:

Award 12469 held, "One of the fundamental rules for interpreting any agreement is to give effect to all of its provisions if same can be done in a consistent manner; interpreting each section in the light of the others, and reconciling the whole whenever possible."

Mr S Coombs
Mr S Price
Page 3
April 21, 2004

Award 13250 held, "Contracts must always be considered as a whole. Each section must be considered in relation to all other sections."

Award 15042 held, "Single provisions of an agreement should not be considered separately, but each provision of an agreement must be applied in reference to all other provisions in order to give effect to each in accordance with the intent of the parties."

By copy of this letter to the Secretary of Local 44, I am directing that this letter of interpretation be distributed to the membership of Local 44. Any member of Local 44 who wishes to appeal my decision must do so within the confines of Article 75 (lines 15 thru 27) of the United Transportation Union Constitution.

Sincerely,

Dean L Hazlett
General Chairman

tjt

cc: S E Wolfe Jr, Sec #44

SIDE LETTER #1

April 19, 2013

Mr. Brent Leonard
General Chairman, UTU
5990 SW 28th Street, Suite F
Topeka, KS 66614

Dear Mr. Leonard:

Upon notification to the Company that the proposed 2013 agreement has been ratified by the membership and the Agreement has been signed, the parties agree that in addition to the furlough reserve programs provided to the Operating Employees contained in Article 28, the following will apply:

- 1) Standby Reserve Status will be made available to Non-Operating Department employees, on a voluntary basis, in lieu of furlough.
- 2) Non-operating department employees in Standby Reserve Status will be guaranteed a minimum of eight days pay at the daily craft rate of pay of the employee.
- 3) Employees on Standby Reserve Status must return to service when recalled under ARTICLE 5.
- 4) When recalled to service under ARTICLE 5, the Standby Reserve pay guarantee will cease 14 days after receiving notice of recall.
- 5) Health and Welfare benefits will be provided in accordance with ARTICLE 14.
- 6) Due to catastrophic events when operations are significantly curtailed, the Carrier may eliminate the Furlough Reserve Program for Non-Operating Employees until such time as the operations return to normal.
- 7) Furloughed, non-operating department employees that have been in Standby Reserve status for 24 months, may be removed from such status and offered a separation allowance of \$5000 or remain in furlough status to stand for recall without the benefits above.

If the foregoing meets with your understanding, please signify by signing in the space provided below.

Yours Truly,



Tres Meyer

Agreed:


General Chairman