

APPENDIX "S" UPDATE SYSTEM PRODUCTION GANG AGREEMENT

Updated as of August 22, 2005

**ARBITRATED AGREEMENT**

**BETWEEN**

**CSX TRANSPORTATION, INC.**

**AND**

**BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES**

**WHEREAS**, Section 11 of the report of Presidential Emergency Board 219 ("PEB"), as clarified and modified by the Special Board ("SB"), provided for in Public Law 102-29, which, on July 29, 1991, became binding on the parties with the same effect as though arrived at by agreement under the Railway Labor Act; and,

**WHEREAS**, the parties have taken conflicting positions with regard to the meaning and intent of the recommendations of the "PEB" and the clarifications and modifications of the "SB" made in connection with Section 11 of the "PEB" report; and,

**WHEREAS**, the parties nonetheless concur to establish system-wide production gangs without prejudice to their respective positions;

**THEREFORE, IT IS HEREBY AGREED:**

System Production Gangs, hereinafter referred to as "SPGs", may be established to perform production work throughout the CSXT System without regard to former property lines or seniority districts.

For the purposes of this agreement, production work that may be performed by a SPG, is confined to the following work activities: tie installation and surfacing, surfacing, and rail installation. A System Production Gang is "a gang that is heavily mechanized and mobile, continuously performing specific, programmed, major repair and replacement work utilizing a substantial (no fewer than twenty) number of employees". This definition, however, does not limit the Carrier's right to utilize non-SPG gangs to perform these work activities nor does it limit the Carrier's right to propose and reach mutual agreement that other production work be performed by SPG's in the future so long as the Carrier gives the General Chairmen the requisite 60 days' written notice and follows the procedures provided by Article XVI, Section 3 of the September 26, 1996 National Agreement. (Amended 9/27/96 - Article XVI Sections 2 and 3)

The terms and conditions of service on SPG's will be as follows:

**Section 1 - SPG Roster** (Amended 9/28/93 and 6/1/99)

- A. All employees subject to this agreement presently holding seniority on a BMW Track Sub department Foreman, Assistant Foreman, Machine Operator or Track Laborer (including Track Repairmen, Trackmen, etc.) roster shall be listed on a "SPG Roster" consistent with their classification in the order of their earliest seniority in that classification. The SPG Rosters will at a minimum list the employees name, CSX Identification Number, his seniority date in the classification and the home seniority roster his ranking on the SPG is based upon.
  
- B. Where two or more employees have the same Trackman's seniority date they shall be ranked and listed in alphabetical order of their surnames on the SPG Trackman's seniority roster. Employees with the same seniority dates in any of the other classifications listed above, shall be ranked in the same order as they appear on the SPG Trackman's seniority roster. (Amended 9/28/93)
  
- C. Employees who are assigned by bulletin to a SPG position in a classification in which they were not previously listed on a SPG Roster, will have their names added to the SPG Roster corresponding to that classification as of the date assigned by bulletin. Employees assigned on the same date will be listed in the same relative order as they appear on the SPG Trackman's seniority roster. Employees placed on such rosters will also establish seniority on the equivalent roster under his home roster. (Amended 9/28/93 and 6/1/99)
  
- D. In the event a position on a SPG is filled by a new hire, including those employees holding BMW seniority in other than the Track Sub department, and that new hire is not rejected in writing within sixty (60) calendar days after first performing service, then such new hire will have his name placed on the SPG Roster in the classification in which he was hired, as of the first day worked, as well as establishing seniority in that classification on the seniority district of his choice provided he does so in writing to the Director Employee Relations no later than sixty (60) days after establishing SPG seniority. If such election is not timely made he will establish seniority on the roster in the

classification nearest his place of residence as indicated by payroll records.

**Section 2 - Bulletining and Filling SPG Positions (Amended 9/28/93)**

- A. Inasmuch as multiple gangs and positions will be bulletined at the same time, employees shall have the right to bid on any, or all of such positions on such bulletins, by indicating on the application their preference in order of the positions desired. The bid form facilitating this process is attached hereto as Attachment "A".
- B. Bulletins for all SPG forces will be posted at all headquarters and reporting locations of the employees subject to this agreement, not later than November 10th of each year. Copies will be mailed to all General Chairmen, Local Chairmen, and Foremen in the Track Sub department. The General Chairmen will be furnished their copies at least one week in advance of general distribution. Copies of the annual bulletin for SPG positions will also be promptly mailed to all employees subject to this agreement, active and furloughed. (Amended 9/28/93)
- C. All SPG positions, regardless of when the gangs commence work, will be bulletined annually for a period of not less than twenty (20) calendar days in the month of November and assignments will be made by December 15 of the year in which the SPG positions are bulletined. (Amended 9/28/93)
- D. Positions on SPGs will be awarded in the following order:
  - 1. i. To the senior employee holding SPG seniority in the classification bulletined who has seniority in the classification on one of the seniority districts over which the SPG is programmed to work.
  - ii. Before awarding positions pursuant to Section 2. D. 2, refer to Section 28 of this agreement.
  - 2. i. To the senior employee holding SPG seniority in the classification bulletined, but who does not hold seniority on one of the districts over which the SPG is programmed to work.

- ii. Before awarding positions pursuant to Section 2. D. 3, refer to Section 28 of this agreement.
3. Failing to fill the position in accordance with Section 2(D)(1) or (D)(2) above, the position will be filled from the lower successive classes following the same principles contained therein.
4. With respect to bulletins for machines or categories of machines listed in Section 25, the classification shall be the machine or category of machines listed in the bulletin.

An award bulletin containing the name of the successful applicant will be posted at all bulletin board and reporting locations, with copies furnished to the successful applicant, the General Chairmen and the Local Chairmen.

- E. Failing to fill any SPG position in accordance with Section 2(D)(1), (D)(2) or (D)(3) above, the Carrier shall offer the position to furloughed BMW employees not subject to this agreement prior to the employment of new hires.
- F. Employees assigned by bulletin to SPG positions on which not previously qualified, will be afforded training and be furnished all related materials involving the position in order to qualify. All employees shall be given equal access to training and training materials. Employees assigned to such positions will be given the maximum of forty-five (45) calendar days after being assigned in which to qualify, but an employee who fails to show sufficient aptitude may be disqualified in writing at any time during the qualification period. An employee not disqualified during such forty-five (45) calendar day period will be considered qualified. An employee who is disqualified within said forty-five (45) calendar day period, may, within ten (10) calendar days from the date of disqualification, request an unjust treatment hearing at which the carrier must establish the employee failed to show sufficient aptitude and/or the employee may file a claim or grievance in accordance with this agreement.

### **Section 3 - Filling Vacancies**

- A. Vacancies created by employees who retire, die, resign, or are dismissed or by employees bidding to other positions will

be bulletined within ten (10) calendar days after the vacancy occurs.

- B. Vacancies caused by personal illness, personal injury, disciplinary suspension or leave of absence need not be bulletined until the expiration of thirty (30) calendar days after the vacancy occurs. Such vacancies will be bulletined within thirty (30) days of the start of the vacancies.
- C. If the vacant position is awarded to an employee who is senior to the employee who created the vacancy, or should an employee who is senior to the employee who created the vacancy obtain the position in the exercise of seniority, the affected employee, upon their return to service will be required to displace within ten (10) calendar days to another SPG position to which entitled in accordance with this agreement or exercise their seniority in accordance with their home road agreement.
- D. All vacancies shall be bulletined for 15 calendar days and awarded in accordance with Section 2(D) within ten (10) days of the closing date of the bulletin advertising the position.

#### **Section 4 - Filling Vacancies Pending Bulletining and Assignment**

- A. All Foreman, Assistant Foreman and Machine Operator vacancies filled temporarily, including positions on machines or categories of machines listed in Section 25, pending assignment by bulletin, shall be filled as follows:
  - 1. By offering the position in seniority order to the employees who are working on the SPG where such vacancy exists, and who are listed on the SPG Roster in the classification in which the vacancy exists, and who are not occupying a position within that classification or any higher classification.
  - 2. Failing to fill vacancies in accordance with (1) above, the position shall be offered in seniority order to the employees who are working on the gang where the vacancy exists, who are listed on the SPG Track Laborers Roster.
- B. All Track Laborer vacancies filled temporarily pending assignment by bulletin shall be filled by offering the position

in seniority order to furloughed employees on the seniority district where the gang is working when the vacancy occurs, who are listed on the SPG Track Laborer Roster.

**Section 5 - Form of Bulletin** (Amended 9/28/93)

All bulletins advertising SPG positions shall specify the gang designation, that lodging will be provided by the Carrier and the initial lodging location, the starting time on the first day of work, the tentative starting date and reporting location, the initial assigned rest days, the position, and rate of pay of the position. The bulletins advertising SPG positions will identify a proposed schedule of the work to be performed by the particular SPG, and the territory and seniority districts over which the work is programmed. The bulletin will also identify the approximate length of time the gang is scheduled to work. In addition to the bulletin, the Carrier will publish and distribute with the bulletin a map depicting the districts over which each gang is scheduled to work, as well as a cross-referenced listing of all of the seniority districts and the gangs scheduled to work on each district. (Amended 9/28/93)

**Section 6 - Work Week on SPGs** (Amended 9/28/93) (Amended by PLB 5810)

- A. The workweek on SPGs will be governed by the National Forty Hour Work Week Rule as modified in Article 5 of PEB 219, and as clarified and modified by the Special Board established pursuant to Public Law 102-29, except as provided herein.
- B. The most desirable forty (40) hour work week for SPGs will be four (4) consecutive ten (10) hour days followed by three (3) consecutive rest days, with both Saturday and Sunday observed as rest days. The work week and rest days of SPGs may be changed upon five (5) working days notice and allowance of overtime, if applicable, consistent with the findings of Public Law Board No. 5810, Award 1.
- C. Employees on SPGs may be allowed to accumulate rest days whether working four ten-hour days or five eight-hour days by mutual agreement between the Carrier and the majority of the employees assigned to the SPG. Employees will not be required to work more than eight (8) consecutive work days at ten (10) hours per day without being allowed six (6) consecutive rest days or more than ten (10) consecutive work days at eight (8) hours per day without being allowed four (4) consecutive rest days.
- D. The least desirable 40 hour work week would be five (5) consecutive eight-hour days followed by two (2) consecutive rest days which will only be assigned after the matter has

been considered and authorized by the Chief Engineer - MofW, who will in advance give the General Chairmen and the members of the Oversight Committee established hereafter a copy of his letter authorizing such work week, along with the reasons therefore, and the affected employees will be so notified five days prior to such a change.

### **Section 7 - Overtime**

- A. All hours in excess of 8 when working 8 hour days or in excess of 10 when working 10 hour days will be paid at time and one half rate. For time worked in excess of sixteen (16) hours following the beginning of the employee's regular starting time, the double time rate will apply until released for at least eight (8) hours or the beginning of the next regular work period, when time and one-half rate will apply for the following sixteen (16) hours, then double time for the next eight (8) hours.
- B. The right to work overtime, when required on System Gangs, will accrue first to the incumbent of the position of which the overtime is required. If declined by the incumbent, overtime will be performed by the senior qualified employee in the System Gang indicating a desire to work overtime. If no employee desires to work overtime and overtime is required, the junior qualified employee in the System Gang involved will work the overtime.

Employees will not be required to stop work during any assigned work period to absorb overtime made that day or any previous day.

### **Section 8 - SPG Lodging**

- A. Employees assigned to SPGs will be housed in lodging facilities furnished by the Carrier, either motels or other FRA approved housing, except as provided for in paragraph B of this section. When lodged in motels, no more than two (2) employees will be lodged in a room containing two (2) beds. Arrangements will be made to allow employees a place to shower and change clothes at the end of the last workday of a work period. Employees electing not to return to their residences to observe their rest days shall be allowed to remain at their designated lodging facility without expense to the employee; however, by exercising this election, the employee involved will forfeit any claim to his travel allowance as hereinafter provided. Modified by CSXT Labor Agreement 12-81-97 dated October 8, 1997

- B. When starting times of a SPG, housed in motels, fall between 8:00 p.m. and 4:00 a.m., employees assigned to that SPG will be housed in single occupancy rooms, unless the assigned employees request a double occupancy.

### **Section 9 - Meal Allowance Section 9 - Meal Allowance**

SPG employees shall be paid a weekly meal allowance as adjusted by the provisions of the applicable national agreement rules. This allowance will not be paid on days an employee is absent and a one-seventh adjustment will be made for each day the allowance is not payable. An employee who is absent on the last work day preceding his assigned rest days and/or the first work day following his assigned rest days will not have his meal allowance additionally reduced for his rest days. However, if an employee is absent the entire workweek, no meal allowance will be payable. This allowance will be adjusted commensurate with future adjustments to the allowance provided in Article I, Section B(3) of the Award of Arbitration Board No. 298.

### **Section 10 - Work Site Reporting (Amended 9/27/96)**

- A. Except as modified in paragraph B of this section, all SPG employees shall be subject to the work site reporting provisions of ARTICLE XVII - WORK SITE REPORTING of the September 26, 1996 National Agreement which restricts any unpaid traveling between the carrier-designated lodging site and the work site to no more than thirty (30) minutes each way at the beginning and end of the work day. (Amended 9/26/96)
- B. Employees who are entitled to single occupancy rooms as provided for in Section 8, paragraph B of this agreement, when housed in separate facilities, will have their travel time computed from the closet motel to the work site. It is understood that this provision will not be referred to by either party in the handling of any other matter.

### **Section 11 - Travel Allowance**

CSXT Labor Agreement No. 12-81-97, Section 4 (Appendix H) is amended to be a flat weekly allowance set at \$155.00 per week beginning January 1, 2006. As of January 1, 2007, and each January 1<sup>st</sup> thereafter, the weekly rate will be adjusted by the percent in change in the IRS allowable mileage rate published in January of that year compared to the rate published in January of the preceding year, which will be applied to the rate. At no time will the weekly rate fall below \$155.00.

### **Section 12 - National Agreements (Modified 6/1/99)**

When not in conflict with the provisions of this agreement, terms and conditions of employment on SPGs not specifically stipulated herein shall be governed by the provisions of applicable National Agreement rules on the subjects of vacation, personal leave, bereavement leave, jury duty, union shop, holidays, force reductions, off-track vehicle



accidents, and supplemental sickness benefits, as well as all of the health and welfare and wage and work rules contemplated by the various recommendations of the Imposed Agreement pursuant to PL-102-09 and the September 26, 1996 National Agreement. Otherwise, terms and conditions on SPGs, such as discipline, etc., will be subject to the terms and conditions of the CSXT System Agreement with BMW.

**Section 13 - Rates of Pay on SPGs**

(Rates of Pay and Classifications Updated and Amended 6/1/99)

Hourly rates of pay for SPG positions listed below will be paid in accordance with Appendix P of the June 1, 1999 CSXT Agreement, as adjusted by the provisions of the applicable national agreement rules.

Hourly base rates of pay for SPG positions effective January 1, 2006, shall be as follows:

SPG Foreman	\$21.26
SPG Asst. Foreman	\$20.82
SPG Asst. Foreman Time Keeper*	\$20.82
SPG Machine Operator A+ Machine-Specific System Machine Operator Roster (SMOR) Positions for the following machines or categories of machines, as specified in Section 25: DynaCAT, CAT 09, 6700, and Rubber Tired Cranes.	\$20.62
SPG Machine Operator "A" Machine-Specific System Machine Operator Roster (SMOR) Positions for the following machines or categories of machines, as specified in Section 25: (Operators of Adzers, Backhoes, Ballast Regulators, Cranes, Tampers [except as identified as a SPG Machine Operator A+ position], TKO, Spikers, Spike Pullers, Tie Handlers, Track Stabilizers, Rail Heaters, Spike reclaimers, Double Brooms, Anchor Applicators, and combination Cribber/Adzers)	\$20.12
SPG Machine Operator "B" (Operators of Anchor Spreaders, Anchor Tighteners, Plate Plucker, Plate Broom, Tie Plugger, Cribbers, Plate Positioner,	\$19.59

Large Rail Saws, Scrap Loaders, Rail Lifters Handler, Bolt Machines

SPG Vehicle Operators \$19.59  
Operators of Vehicles requiring Commercial Drivers Licenses such as, Fuel Trucks, Buses, Dump Trucks, Boom Trucks, Gang Trucks)

SPG Trackman \$18.16

\* See Side Letter 2 Dated 9/28/93 regarding this position.

#### **Section 14 - Special Rule Concerning Holidays, etc.**

In applying rules on Holidays, personal leave, bereavement leave, and jury duty to SPG employees working ten (10) hour work days, a minimum basic days' pay will be considered ten (10) pro rata hours.

- A. When a Holiday falls on any workday other than the first assigned workday or the last assigned workday in any workweek, upon the carrier's request, the majority of employees assigned to the particular SPG will decide whether the Holiday will be observed by that SPG on the first or last day of the workweek.
- B. Each SPG will have a vote-taker elected by the members of the team to count the votes and announce the decision of the majority.

#### **Section 15 - Claims and Grievances**

Any claims or grievances arising out of the application of this Agreement must be presented in writing by an employee, or on his behalf by his union representative, to the Carrier's Highest Designated Officer, or other designated official within sixty (60) days from the date of the occurrence on which the claim is based. The claim shall be listed for conference with the Carrier's Highest Designated Labor Relations Officer, or his designee. The request for conference may be included with the original claim; or, alternatively, be made when listing claims for an upcoming agreed to claims conference between the Carrier and the Organization. When a claim or grievance is not allowed, the Carrier's Highest Designated Labor Relations Officer will notify, in writing, the employee or his union representative within sixty (60) days after the conference that the claim or grievance remains declined. A claim or grievance will be considered closed unless within nine (9) months from the date of the written conference declination, by the Carrier's Highest Designated Officer, the claim is advanced to the National Railroad Adjustment Board or other proceeding authorized by the Railway Labor Act.

### **Section 16 - Emergency Conditions**

Except in major emergency circumstances, SPGs will be limited to work which is generally associated with the work of the specific SPG. There is no intent on the part of the carrier to utilize SPGs to perform routine maintenance work not generally associated with work performed by a SPG.

### **Section 17 - Vacation Credit While Working on SPGs**

Employees assigned to SPGs working ten-hour days will be credited with 1.25 days credit for each day worked for vacation qualifying purposes.

### **Section 18 - Employees Right to Exercise Seniority** (Amended 9/28/93 and 9/27/96)

- A. Employees assigned to SPG positions will have the right to bid and displace to other SPG positions, within their assigned SPG, other SPGs, or positions bulletined on their home road consistent with their existing rights under their home road agreement. SPG employees awarded a position on another SPG or a position on the employees home road will be released to the new position within fifteen (15) calendar days following the awarding of the position.
  - A1. An individual who bids and is subsequently assigned to work on a SPG may be held to that gang for a period of no more than 30 days. After such time, the employee will be entitled to bid for other jobs with the carrier, subject to the limitation that no more than ten percent of a gang may bid off during a one-week period. (Added pursuant to Article XVI, Section 3 (b) of the 9/26/96 Agreement)
  - A2. Each employee assigned to a SPG who does not leave the gang voluntarily for a period of at least six (6) months shall be entitled to a lump sum payment annually equal to five percent of his or her compensation earned during the calendar year on that gang. Such compensation shall not exceed \$1,000 and, it shall be paid within 30 days of the completion of the employee's service on the gang. If the carrier disbands the gang in less than six months, the carrier will be responsible for payment of the production incentive earned as that date. (Added pursuant to Article XVI, Section 4 of the 9/26/96 National Agreement)
- B. If the employee is not released to his new position within the fifteen (15) day period provided above, he shall receive three hundred dollars (\$300) per week held in addition to all

allowances provided for herein, provided he has advised his Foreman of his assignment to such new position.

- C. Employees assigned to SPG's who request to be release from the SPG as a result of an unforeseen hardship, shall make their request, in writing, to the Director Employee Relations, with a copy to the employee's General Chairman. If the release is granted on the grounds of hardship, the release employee will not obtain a displacement right to any other position. (Added 9/28/93)
- D. Any employee listed on a SPG roster identified in Section 1 of the agreement who is not assigned to a SPG position and subsequently acquires a displacement right under their home road agreement may displace an employee holding a position on a SPG programmed to include work on the displaced employees home seniority district provided that the displaced employee would have originally been entitled to the position; i.e., he is either senior to an employee who holds the position by virtue of the SPG being scheduled to work over his home seniority district, or he is senior to an employee who holds the position solely on the basis of his SPG seniority. With respect to SPG positions for machines or categories of machines listed in Section 25, an employee may only displace an employee holding a position on a machine or category of machines listed in Section 25 if he or she is listed on the applicable machine-specific system machine operator roster.
- E. An employee displacing onto an SPG position must do so within fifteen (15) calendar days from the date of his position being abolished, being displaced by a senior employee, or being awarded an SPG position not starting within fifteen (15) days of the advertised starting date.
- F. Employees not assigned to a SPG position will not obtain a displacement right onto a SPG position until having worked a minimum of forty (40) hours, unless displaced by a senior employee. (Added 9/28/93)
- G. Employees assigned to SPG positions while filling such position, are not subject to recall to any position on their home road.

### **Section 19 - Work Force Stabilization**

- A. Employees initially awarded positions on a SPG will be afforded at least six (6) months work in the calendar year commencing from the first day worked on a SPG. Employees not afforded at least six (6) months work opportunity will be afforded the relief provided for in Section 13 (Work Force Stabilization) of PEB 219.
- B. Employees who voluntarily vacate a SPG position prior to the completion of the six (6) month period stipulated in Section 19 (A) above will forfeit any unused "protection" afforded herein. Likewise, employees who subsequently fill such a vacated position will assume the unused "protection" for the remainder of the six (6) month period.

### **Section 20 - Oversight Committee**

In connection with this agreement, an Oversight Committee comprised of an equal number of Carrier and Organization representatives will be established to make recommendations on matters of mutual interest related to the System Gangs established herein. The Oversight Committee will meet as necessary, or upon the request of either party, and at locations mutually agreeable to the parties. The Committee will be vested with the obligation to make recommendations to the General Chairmen and the Carrier's management concerning problems. Expenses incurred incidental to the operation of the Oversight Committee will be borne by the party incurring them.

### **Section 21 - Non-Discrimination**

For convenience, references to gender, if any, in this agreement are made in the masculine gender. It is understood and agreed by the parties to this agreement that references to the masculine gender include both the masculine gender and the feminine gender. The parties to this agreement pledge that no provisions herein shall be interpreted or applied in a manner that would unlawfully discriminate against any employee because of race, color, creed, religion, national origin, age or sex.

### **Section 22 - Labor Protection**

- A. There will be no diminution of rights or obligations flowing from any employee protective conditions imposed by the Interstate Commerce Commission, applicable to BMW represented employees, arising as a result of the establishment of these system-wide gangs.
- B. At the end of the work season, SPG employees will not be required to make a displacement to other than SPG positions in order to protect their entitlement to Feb

7 benefits. However, should the employee stand for work on any district position that does not require a change in residence and fails to make such displacement, they will have their entitlement to Feb 7 benefits suspended until such time as they return to work.

**Section 23 - Effect of this Agreement** (Amended 9/28/93) (Updated June 1, 1999)

- A. This agreement will become effective September 28, 1993, and shall remain in effect until December 31, 1999. Subsequent agreements, when reached, shall be in effect for a period of one calendar year; they will become effective on January 1 and expire on December 31 of the same year.
- B. In order to insure that an agreement is in place for the year 2004 and each year thereafter, either party may serve notice between June 1 and June 15 to change the terms and conditions of the agreement that is in effect at the time. Either party may serve counterproposals by July 15. Notices or counterproposals, under this Section, shall be served by sending such notices or counterproposals by overnight delivery on or before the date specified
- C. If the parties are unable to reach agreement concerning the changes proposed by either party within thirty (30) calendar days from serving the original notice, either party may submit the matters to final and binding arbitration in accordance with the procedures set forth in Section 11, Subsections 1, 2, 3 and 4 of PEB 219.
- D. In the event a notice is not served by either party in accordance with Section 23 (B) above, the agreement that is in effect at that time will continue to be in effect for the next calendar year.

**Section 24 – Machine-Specific System Machine Operator Rosters**

- A. On November 1, 2005, or as soon as possible thereafter, the carrier will establish machine-specific system machine operator rosters for the machines or categories of machines listed in Section 25.
- B. Positions on machines or categories of machines listed in Section 25 shall be filled in accordance with Section 2, of this Agreements, as amended by Section 28. The classification for any such positions shall be the machine-specific system machine operator roster for that machine or category of machines.

- C. Employees identified in Section 24, paragraph D, shall be listed on machine-specific system machine operator rosters by using their SPG machine operator seniority date.
- D. Assignment to Rosters
  - 1. An employee who was qualified on, and actually worked on, any of the machines or categories of machines listed in Section 25 during the 2003, 2004, and 2005 SPG season and those who have self-identified as qualified, will be placed on the machine-specific system machine operator roster for those machines on which they were qualified and worked, provided that the employee was not disqualified on that machine during the 2005 SPG season.
  - 2. If a position on any machine or category of machines listed in Section 25 is not bid by any employees on the applicable machine-specific system machine operator roster, and the position is awarded pursuant to Section 2, as amended by Section 28, and if the employee awarded the position qualifies on the machine pursuant to Section 2(F), the employee will be placed on the appropriate machine-specific system machine operator roster and shall be listed in accordance with Section 24(C).

**Section 25 – Machines and Categories of Machines For Which Machine-Specific System Machine Operator Rosters Are Established**

- A. Machine-specific system machine operator rosters shall be established for the following machine and categories of machines:
  - 1. DynaCATs
  - 2. CAT 09s
  - 3. 6700s
  - 4. Rubber-Tired Cranes (such as Grove/Galions/Pettibones)
  - 5. Stabilizers
  - 6. Tie Inserters and Removers (such asTKOs/TRIPPs/TR-10s)
  - 7. Spike Drivers
  - 8. Ballast Regulators
  - 9. Anchor Machines
  - 10. Double Brooms

11. Backhoes
12. Rail Heaters
13. Spike Reclaimers
14. Tie Handlers
15. Spike Pullers
16. Combination Cribber/Adzers

- B. As the existing machines with each category are replaced by new machine types, those new machine types will be included in the category, and the carrier shall notify the Organization within twenty (20) calendar days that the equipment is placed in service.

#### **Section 26 – Winterization of SPG Equipment**

- A. Winterization of SPG equipment will be performed by some members of the SPG whose equipment is being winterized, notwithstanding that during the period of winterization, and at that time only, fewer than 20 members of the SPG may be engaged in winterization.
- B. Winterization must occur on a seniority district as identified in the initial bulletins posted for that year. Preference will go to qualified members of that SPG unit who have seniority in the required job class on the district where the work will take place. If more people are required they will be obtained in seniority order from those who hold seniority in the required job class and members of that SPG unit.
- C. It is understood that this provision will not be referred to by either party in the handling of any other matter.

#### **Section 27 – Starting Times**

Restrictions on starting times between 4am and 11am as provided for in Article IX of the Imposed Agreement in accordance with the provisions of Public Law 102-29 are eliminated. The remainder of Article IX of the Imposed Agreement in accordance with the provisions of Public Law 102-29 remains applicable with the following additions.

- A. When the starting time of a SPG is before 4:00 a. m. or after 11:00 a. m., each employee assigned to that SPG will receive a \$1.00 per hour differential for all hours worked while assigned to such starting time.
- B. It is understood that this provision will not be referred to by either party in the handling of any other matter.



**Section 28 – Training**

For training purposes employees with SPG machine operator seniority rights but not listed on the machine-specific system machine operator rosters who bid on machine-specific system machine operator roster positions, will be awarded the position on the basis of their SPG machine operator roster rights following the principles enumerated in Section 2 of this agreement. Any employee assigned pursuant to this section will be afforded the opportunities as provided for in Section 2, paragraph F of this agreement and will be required to maintain that position for a period of six (6) months unless displaced by a senior qualified employee.

Updated September 28, 1993

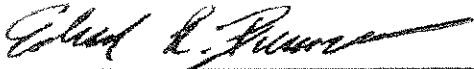
Updated June 1, 1999

Updated August 22, 2005

The parties confirm that the modifications made to this Agreement are those agreed to and intended to be in place commencing with the 2006 Production season. Agreed to on this the 22<sup>nd</sup> day of August, 2005:

FOR THE ORGANIZATION:

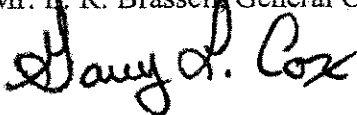
FOR THE CARRIER:



Mr. E. R. Brassell, General Chairman



Mr. J. H. Wilson, Director Labor Relations



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Mr. Jed Dodd, General Chairman




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Mr. J. R. Cook, Vice President

  
Mr. H. W. Wise, Jr., Vice President