

Gave to MLW  
on 6-8-11

## Overview of Hourly Agreement

- Carrier will develop an hourly rate consisting of all service related time codes for 2010;
- Carrier is seeking a 3-year pilot project beginning January 1, 2012.
- Employees will be paid on an hourly rate for all service performed.
- Basic day will be 10 hours. Overtime after 10 hours.
- Employees may perform any service which does not require specialized tools/training.
- Employees may perform any service in any direction from their on-duty point, subject to the Hours of Service Law; Employees not qualified on physical characteristics will be accompanied by a DSLE, RFE or other qualified pilot.
- Hourly Agreement will not place any additional restrictions on the Carrier.
- Employees will be advertised as regular, pooled, or extra. Regular or pool advertisements will indicate "Home" or "lay-over" assignment.
- Assignments, including extra board and pool jobs, may be advertised with one or more rest days. Work schedules may rotate such as a 4/1, 5/1, 6/2 schedule.
  - Regular assignments will be advertised with a reporting time or call window at the home terminal. A regularly assigned employee, who remains available for service (provided the service does not result in the employee not being rested for the next regular assignment) and is not used, will be compensated a basic day.
  - Pools may be advertised first-in first-out, or as "chain gang"/"rapid pools". "Chain gang" or "rapid pools" function as follows: if an employee marks off for any reason (including rest day), the employee's turn will be removed along with the employee, and the next turn/employee advances in the pool. When the employee marks back up, the turn/employee will be placed at the bottom of the pool.
  - Employees available in "pool" service for the entire month will be guaranteed not less than the monetary equivalent of 3,200 miles/month.
  - Regularly assigned employees annulled on a recognized holiday will not receive compensation, but may utilize a Personal Leave day.
- In lieu of holidays all employees will qualify for 11 personal leave days per year.

- Employees cannot be forced to accept a permanent vacancy outside their seniority district unless it is the closest supply point.
- Carrier will regulate pools and extra boards, including increasing/decreasing extra boards.
- The Carrier may establish, combine and/or abolish extra boards to meet the needs of service.
  - Employees available on the extra board for the entire month will be guaranteed not less than \$\_\_\_\_\_.
  - Extra boards may protect vacancies on more than one seniority district. Positions on the board may be assigned to district employees on an equity or seniority basis as mutually agreed between the respective Local Chairman and the Superintendent.
- Temporary vacancies less than 10 days, except vacation vacancies, will be filled by the appropriate extra board. Vacancies of 10 days or more, excluding vacation vacancies, will be advertised as permanent vacancies.
  - Vacation vacancies of one week or more may be successfully bid no later than 8 p.m. on the day prior to the first day of the vacation vacancy. The senior bidder will be assigned at 12:01 a.m. on the first day of the vacancy and remain on the vacancy for the duration of the vacancy. At the end of the vacation vacancy, the employee will be relieved and will return to his/her regular assignment unless the employee successfully bids, and is awarded another vacation vacancy. A vacation vacancy not bid during the bulletin period will no longer be considered for bid, and will be considered extra work.
- Employees who are displaced or whose jobs are abolished shall exercise their seniority within 16 hours of notification or will be assigned to the extra board covering the position from which displaced. In the event, the employee is unable to hold that extra board; he will be assigned to the next nearest extra board on his seniority district, seniority permitting. An employee forced to take a position more than 100 miles from the location from which displaced will be permitted a reasonable time not exceeding four (4) days to take the position.
- Regularly assigned runs may operate over two or more seniority districts
- All discipline will be handled in accordance with the National discipline rule. *Rd Co*

- Train service employees in active service one month prior to the effective date of this agreement will not be furloughed provided they have exercised their seniority to the fullest extent possible.
- Step rates will continue for hourly rated employees.
- There will be no changes to previous productivity fund and crew consist special allowances
- Rules governing promotion to engine service will remain in effect. Locomotive Engineer Trainees will be paid the equivalent of \_\_\_ basic days provided they remain available for service during the entire month.
- The hourly rate for Brakemen and Locomotive Engineer Trainees will be based on 95% of the Conductor rate.

Employees filling vacancies at outlying points may be required to use their own vehicles and will be reimbursed the standard driving allowance allowed by the IRS based on highway miles.

Vacation eligibility will be changed to better reflect availability under the Hourly Agreement.

Contingent upon ratification by both Organizations.