

SYNOPSIS OF PROPOSED AGREEMENT
Between
THE MISSOURI AND NORTHERN ARKANSAS
RAILROAD
And
THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS

Article 1 – Scope

Section 1 of this agreement rule is intended to protect the existing rights of the employees to perform the work of the railroad they were hired to do. It also recognizes that the management of the railroad retains some rights to use other employees of the carrier to perform work covered by this Scope rule in an emergency, on a non-regular basis, or on the same basis as they have performed such work in the past.

Section 2 of this agreement rule is intended to explain that employees covered by this Agreement are still governed by all carrier rules, policies, practices and procedures, which are not in conflict with the Agreement. It also provides that prior to changing any rule, policy, practice, or procedure, the carrier will meet with the local chairman to explain the change. Lastly, each employee has the right to request to see all current written rules, policies, practices or procedures which will be maintained in the dispatcher's office.

Article 2 – Rates of Pay

Section 1 of this rule specifies the rates of pay to be in effect over the life of this Agreement. The new rates of pay will be effective the first pay period following ratification of the Agreement. For an employee qualified as Road Freight A Engineer, the initial increase is 9.8%; with 2% general wage increases each twelve months thereafter. The net effect of these wage increases represents a 21.3% rise in wages over the life of the Agreement.

Section 2 requires that in cases where a carrier error results in underpayment of \$50 or more, the carrier will issue a check for the underpayment to the employee within seventy-two hours.

Section 3 covers the subject of promotion to higher classification, e.g. Trainee to Conductor, Conductor to Engineer, etc. This rule protects the employees right to promotion once training has begun. Lastly, the rule recognizes the parties' intent that all employees will be given the opportunity to qualify for the highest classification under this Agreement.

Section 4 provides that for any work performed under this Agreement, an employee will receive the highest rate of pay for which they are qualified. There is a Question and

Answer attached to the Agreement that explains this rule more fully. Also, this rule provides for the continuance of the forty-hour weekly guarantee and overtime for all time worked in excess of forty hours in a week.

Section 5 provides that within thirty days of the ratification of this Agreement, the carrier will pay a lump sum to employees. The lump sum will be equivalent to the amount of profit sharing that an employee would have received had profit sharing not been suspended. Lastly, the rule specifies that employees covered by this Agreement will no longer participate in the company's profit sharing plan.

Section 6 provides that employees who are qualified by the carrier as Footboard Yardmasters will receive a premium of 25 cents per hour above the applicable rate per hours when performing Footboard Yardmaster duties. These positions will be awarded in seniority order to qualified employees.

Article 3 – Seniority

Section 1 of this rule provides that the M&NA will constitute a single district. Employees establish seniority on the first day they perform service in the transportation department.

Section 2 provides that the company will maintain the seniority roster. It also spells out the mechanism for certification of the seniority roster.

Section 3 provides that seniority will prevail in assignments, furloughs, recalls, and in assigning vacations.

Article 4 – Assignments

Section 1 of this rule provides that permanent vacancies must be advertised for seven days and posted on bulletin boards. It also specifies the information that is to be contained in the bulletin.

Section 2 provides that three times a year all assignments will be re-advertised.

Section 3 provides that the senior employee submitting a bid will be assigned to any bulletined vacancy. When no bids are received for an assignment, the junior qualified employee will be assigned.

Section 4 describes what is to be considered a “permanent vacancy,” and what is to be considered a “temporary vacancy.”

Section 5 provides that employees who do not have access to a bulletin due to certain specified absences may submit a bid and, seniority permitting, be assigned to assignments bulletined during their absence.

Article 5 – Extra Boards/Supplemental Boards

Section 1 of this rule allows for the establishment of extra boards and supplemental boards. It also provides that the first-in/first-out principle applies to these boards. Employees on a supplemental board will be used only when the extra board is exhausted.

Section 2 provides the mechanism for marking to the supplemental board.

Section 3 provides that employees will not be considered available for call from the supplemental board if it is within sixteen hours of their regularly scheduled start time.

Section 4 provides Extra Board employees with Regular Days Off.

Section 5 describes how to handle employees' mark up times when they are the same.

Article 6 – Annulment/Abolishment of Assignments/Start Time Change

Section 1 of this rule provides that assignments may be annulled or have the start time changed. In cases where the assignment is annulled, the carrier may require the employee to report for another assignment so long as the start time is within four hours of his regular start time. In all case, the company will make reasonable efforts to notify affected employees.

Section 2 provides that rest days may be changed and that assignments may be abolished. Affected employees who then bid to a new regular assignment that will have a start or regular day off within 24 hours will not have their forty-hour weekly guarantee reduced. Affected employees who choose the extra/pool board as their new assignment must report for duty within 12 hours of notification of their displacement in order to avoid reduction of their forty-hour weekly guarantee.

Section 3 provides that employees on assignments that have the start time changed by more than three hours for a period of more than six days will be given the option of staying on the assignment or going to a different assignment, seniority permitting.

Section 4 describes the payment to be made to affected employees when the carrier fails to timely notify them of assignment changes and they report for duty at the regular time.

Article 7 – Travel/Transportation/Per Diem

Section 1 of this rule provides for mileage reimbursement when employees are required to use their personal vehicles.

Section 2 provides that employees will be paid for time spent in transportation on behalf of the company. The rule specifies the agreed-to times that will be allowed between certain terminals.

Section 3 provides payment for all time held away from home terminal after sixteen hours, up to a maximum of eight hours held time.

Section 4 specifies the per diem rate employees will be entitled to claim when tied up for lodging away from home.

Section 5 states that employees may be required to drive their personal vehicle to the points named in the rule. And only in cases of emergency will they be required to drive their personal vehicle to unnamed points on the carrier's system.

Article 8 – Benefits

Section 1 provides that vacation, sick days, holidays, bereavement leave, jury duty, and unpaid personal days will be no less than those provided under the carrier's existing policy. It also provides that the carrier may change the way vacation time is awarded from the accumulation method now used to a method that credits the employee with full vacation at the beginning of the year.

Section 2 provides for time and one-half pay when working on a holiday. There are a few agreed-to Q&A's on this subject attached to the Agreement.

Section 3 provides that the company will continue to provide health, dental and vision insurance benefits now in effect, or on the same terms as they are provided to all other employees.

Article 9 – Bulletin Boards

This rule allows the Union to have space for a bulletin board.

Article 10 – Hearings and Discipline

Section 1 of this rule provides that once an employee has more than 90 days of service with the company he cannot be disciplined without a fair and impartial hearing. This rule provides the time limit for holding a hearing that the company must adhere to. It provides that if an employee so chooses, he may be represented at the hearing.

Section 2 provides that in certain specific circumstances an employee may be withheld from service pending a hearing.

Section 3 provides the time limit for rendering a decision following a discipline hearing.

Section 4 provides that an employee may waive an investigation.

Article 11 – Grievance and Arbitration Process

Section 1 describes the employees' right to file grievances when the employee believes the Agreement has been violated.

Section 2 provides that a grievance must be filed within 15 days of the act or omission complained of.

Section 3 provides that a conference on the grievance will be held within 30 days.

Section 4 provides that if a grievance cannot be adjusted on the property, the Union may submit the grievance to an adjustment board.

Section 5 specifies that employees under this Agreement are not eligible to participate in or seek review from a Grievance Peer Panel.

Article 12 – Local Chairmen

Section 1 of this rule provides that upon reasonable advance notice, Local Chairmen may request to mark-off for union business.

Section 2 recognizes that the right to make and interpret agreements is vested in the BLE General Committee of Adjustment.

Article 13 – Management Rights

Describes the rights retained by the company. Essentially, the company retains the right to operate the railroad, so long as its decisions are not in conflict with the Agreement.

Article 14 – Representation

Section 1 provides that in order to remain employed by the M&NA, an employee covered by the Agreement must either be a member of the BLE or pay an agency fee. New employees are not covered under this rule until they have been employed for 90 days.

Section 2 provides for payroll deduction of union dues.

Section 3 specifies certain payroll deductions that take precedence over the deduction of union dues.

Section 4 provides that the Union may request the company to terminate an employee who is 60 days late in paying union dues or agency fees.

Section 5 is merely a savings clause for the company should there be any claims or liability arising out of the application of this Agreement rule.

Article 15 – Moratorium and Term of Agreement

This rule specifies that this Agreement will not be changed except through mutual agreement or the provisions of Railway Labor Act. Neither party to the Agreement can serve a Notice to change the Agreement prior to October 1, 2004, to be effective no earlier than April 1, 2005.