

ALABAMA STATE DOCKS TERMINAL RAILWAY

Schedule of Wages and Rules

Governing

Carmen, Machinists, Electricians, Helpers and Railway
Shop Laborers

EFFECTIVE APRIL 1, 1950

REVISED April 1, 2015

C O N T E N T S	
	Page No.
Preamble	1
RULE 1: (a) General	4
(b) Five-day positions	4
(c) Six-day positions	5
(d) Seven-day positions	5
(e) Regular Relief Assignments	5
(f) Deviation from Monday-Friday Week	5
(g) Non-consecutive Rest Days	5
(h) Beginning of Work Week.	6
(i) Bulletin Rule	6
RULE 2: Starting Time	6
RULE 3: Uniform Commencing and Quitting	7
RULE 4: Overtime and Holiday Service	7
RULE 5: Overtime Outside Bulletined Hours	7
RULE 6: Assignments on Holidays	8
RULE 7: Overtime on Rest Days	8
Rule 8: Bereavement Leave	9
RULE 9: Distribution of Overtime	9
RULE 10 : Changing Shifts	9
RULE 11: Filling Vacancies	9
RULE 12 : Bulletining New Jobs and Vacancies	9
RULE 13: Promotions	10
RULE 14: Leave of Absence	10
RULE 15: Absence of Work	10
RULE 16: Faithful Service	11
RULE 17: Attending Court or Investigations	11
RULE 18: PAY DAY, SHORTAGES IN PAY	11
RULE 19: Reduction of Forces	11
RULE 20: Work When Shop Closed Down Due to Emergencies	12
RULE 21: Seniority	12
RULE 22: Assignment of Work	12
Rule 23 Welding Differential (Rolled into current Basic Pay Rates)	13
RULE 24: Foremanship Filling	13
RULE 25: Grievances	13
RULE 26: Discipline	14
RULE 27: Establishing Competence	14
RULE 28: Committees	14
RULE 29: Condition of Shops etc.	14
RULE 30: Personal Injuries	15
RULE 31: Notices	15
RULE 32: Safety Incentive Plan	15
RULE 33: Protection of Employees	15

RULE 34: Help to be Furnished	16
RULE 35: Rolling and Bumping	16
RULE 36: Vacations	16
MACHINISTS' SPECIAL RULES	
RULE 37: Qualifications	17
RULE 38: Classification of Work	17
RULE 39: Machinist Helpers	17
RULE 40: Work at Wrecks	18
RULE 41: Differentials for Machinists	18
BOILERMAKERS' SPECIAL RULES	
RULE 42: Qualifications	18
RULE 43: Classification of Work	18
RULE 44: Boilermaker Helpers	18
RULE 45: Differentials for Boilermakers	18
RULE 46: Guaranteed Jobs - Carmen	18
RULE 47: Carmen Special Rules	19
RULE 48: Classification of Work	19
RULE 49: Carmen Helpers	19
RULE 50: Wrecking Crews	20
RULE 51: Inspectors	20
RULE 52: Protection for Repairmen and Yard Men	20
RULE 53: Miscellaneous	20
RULE 54: Electrician Special Rules	21
MISCELLANEOUS	
RULE 55: Lead Workmen	27
RULE 56: Application of Rules	27
RULE 57: Agreement to be Printed	27
RULE 58: Rates of Pay	27
RULE 59: Term and Effect of Agreements	29
RULE 60: Health and Welfare Benefits	32
MEMORANDUM OF AGREEMENT – ELECTRICIANS (8-3-2003)	23
SIDE LETTER # 4 – ELECTRICIANS (11-14-1991)	26
MEMORANDUM OF UNDERSTANDING (8-21-1954)	32
RULE 61: Personal Leave Days – 1981 National Agreement	33
RULE 62: Carmen Personal Leave Days	33

PREAMBLE

The Welfare of the Alabama State Docks and Terminals and its employees is dependent largely upon the service rendered the public. Improvements in this service and economy in operating and maintenance expenses are promoted by willing cooperation between the management and voluntary organizations of its employees. When the groups responsible for better service and greater efficiency, share fairly in the benefits which follow their joint efforts, improvements in the conduct and efficiency of the Alabama State Docks & Terminals are greatly encouraged.

The parties to this agreement recognize the foregoing principles and agree to be governed by them in their relations.

Any Articles or Side Letters that have been overlooked or omitted by accident and not included in this Codifying of the Agreement shall be considered null and void at the time of the next contract talks between Shop crafts on the property of the TASD or April 1st, 2018.

Hours of Service

RULE I.

Eight hours shall constitute a day's work. All employees coming under the provisions of this agreement, except as otherwise provided in this schedule of rules, or as may hereafter be legally established between the Company and the employees, shall be paid on the hourly basis.

Establishment of Shorter Work Week

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

(a) General

The carriers will establish, effective September 1, 1949, for all employees, subject to the exceptions contained in this Rule, a work week of 40 hours, consisting of five days of eight hours each, with two consecutive days off in each seven; the work weeks may be staggered in accordance with the carriers' operational requirements; so far as practicable the days off shall be Saturday and Sunday. The foregoing work week rule is subject to the provisions which follow:

(b) Five-day Positions

On positions the duties of which can reasonably be met in five days, the days off will be Saturday and Sunday.

(c) Six-day Positions

Where the nature of the work is such that employees will be needed six days each week, the rest days will be either Saturday and Sunday or Sunday and Monday.

(d) Seven-day Position

On positions which have been filled seven days per week any two consecutive days may be the rest days with the presumption in favor of Saturday and Sunday.

(e) Regular Relief Assignments.

All possible regular relief assignments with five days of work and two consecutive rest days will be established to do the work necessary on rest days of assignments in six or seven-day service or combinations thereof , or to perform relief work on certain days and such types of other work on other days as may be assigned under this agreement.

Assignments for regular relief positions may on different days include different starting times, duties and work locations for employees of the same class in the same seniority district, provided , they take the starting times, duties and work locations of the employee or employees whom they are relieving.

(f) Deviation from Monday - Friday Week

If in positions or work extending over a period of five days per week, an operational problem arises which the carrier contends cannot be met under the provisions of paragraph (b) of this rule, and requires that some of such employees work Tuesday to Saturday instead of Monday to Friday, and the employees contend the contrary, if the parties fail to agree thereon, and if the carrier nevertheless puts such assignments into effect, the dispute may be processed as a grievance or claim under this agreement.

(g) Non -consecutive Rest Days

The typical work week is to be one with two consecutive days off, and it is the carrier's obligation to grant this. Therefore when an operating problem is met which may affect the consecutiveness of the rest days of positions or assignments covered by paragraphs (c), (d) and (e), the following procedure shall be used :

- (1) All possible regular relief positions shall be established pursuant to paragraph(e) of this rule .
- (2) Possible use of rest days other than Saturday and Sunday, by agreement or in accordance with other provisions of this agreement.
- (3) Efforts will be made by the parties to agree on the accumulation of rest time and the granting of longer consecutive rest periods.

(4) Other suitable or practicable plans which may be suggested by either of the parties shall be considered and efforts made to come to an agreement thereon.

(5) If the foregoing does not solve the problem, then some of the relief men may be given nonconsecutive rest days.

(6) If after all the foregoing has been done there still remains service which can only be performed by requiring employees to work in excess of five days per week, the number of regular assignments necessary to avoid this may be made with two non- consecutive days off.

(7) The least desirable solution of the problem would be to work some regular employees on the sixth or seventh days at overtime rates and thus withhold work from additional relief men.

(8) If the parties are in disagreement over the necessity of splitting the rest days on any such assignments, the carrier may nevertheless put the assignment into effect subject to the right of employees to process the dispute as a grievance or claim under this agreement, and in such proceedings the burden will be on the carrier to prove that its operational requirements would be impaired if it did not split the rest days in question and that this could be avoided only by working certain employees in excess of five days per week.

(h) Beginning of Work Week

The term "work week" for regularly assigned employees shall mean a week beginning on the first day on which the assignment is bulletined to work.

(i) Bulletin Rule

Employees will be notified of their assigned rest days by posting of notice or otherwise. Existing assignments reduced to a five day basis under this agreement shall not be considered new jobs under bulletin rules.

RULE 2.

Starting Time

(a) When one shift is employed, the starting time shall not be earlier than 0600 nor later than 0800. The time and length of the lunch period shall be arranged by mutual agreement.

(b) Where two shifts are employed, the starting time of the first shift shall be governed by paragraph (a), and the second shift shall start immediately following the close of the first shift. The spread of the second shift to consist of eight (8) consecutive hours including an allowance of twenty minutes for lunch within the limits of the fifth hour.

(c) Where three shifts are employed, the starting time of the first shift shall be governed by paragraph (a), and the starting time of each of the other shifts shall be regulated accordingly. Each shift shall consist of eight consecutive hours including an allowance of twenty minutes for lunch within the limits of the fifth hour.

RULE 3.

Uniform Commencing & Quitting

The time established for commencing and quitting for all men shall be the same. It is agreed that three eight hour shifts may be established under the provisions of Rule 2 for running repair and inspection forces without extending the provisions to the balance of the shop force.

RULE 4.

Overtime & Holiday Service

All service performed outside of bulletined hours will be paid for at the rate of time and one-half until relieved, except as may be provided in the rules hereinafter set out.

Service performed on Rest days and the following legal holidays, namely: New Year's Day, President's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Day after Thanksgiving, Christmas Eve and Christmas Day and New Year's Eve shall be paid for at the rate of time and one-half.

Employees will observe Holidays on the day or days that it falls on.

Such employee shall be paid the time and one-half rate for work performed during his vacation period in addition to his regular vacation pay. Note: This provision does not supersede provisions of the individual collective agreements that require payment of double time under specified conditions.

An employee shall qualify for the holiday pay provided in the current vacation agreement hereof if compensation paid by the Carrier is credited to the workdays immediately preceding and following such holiday. If the holiday falls on the last day of an employee's workweek, the first workday following his rest days shall be considered the workday immediately following. If the holiday falls on the first workday of his work week, the last workday of the preceding workweek shall be considered the workday immediately preceding the holiday. Compensation paid under sick-leave rules or practices will not be considered as compensation for purposes of this rule.

RULE 5.

Overtime Outside Bulletined Hours

(a) For service rendered immediately following and continuous with the regular work day hours, employees will be paid time and one-half on the actual minute basis with a minimum of one (1) hour for any such service performed.

(b) Employees shall not be required to render service for more than two (2) hours immediately following and continuous with regular work day hours without being permitted to go to meals. Time taken for meals will not terminate the continuous service period and will be paid for up to thirty (30) minutes.

(c) Employees called for or required to report for service, and reporting but not used, will be paid a minimum of four (4) hours at straight time rates.

(d) Employees called or required to report for service and reporting will be allowed a minimum of four hours (4) for two (2) hours and forty (40) minutes or less, and will be required to render only such service as called for or other emergency service which may have developed after they were called and cannot be performed by the regular force in time to avoid delays to train movement

(Exception) - When service requirements make it necessary to assign an employee to commence work regularly each day in advance of the regular work day starting time, the maximum period shall be one (1) hour. Time and one-half shall be paid for this service on the minute basis, with a minimum pay allowance for one (1) hour.

(e) All service beyond sixteen (16) hours computed from the starting time of the employees regular shift, shall be paid for at the rate of Double time.

If an employee is required to render service beyond twenty-four (24) hours computed from the starting of his regular shift, double time payment will be continued. An employee will not be required to render service beyond such twenty-four (24) hour period except to complete the assignment.

RULE 6.

Assignments on Holidays

Employees assigned to work on holidays or those called to take the place of such employees, will be allowed to complete the balance of the day unless released at their own request. Those who are called will be advised as soon as possible after vacancies become known.

RULE 7.

Overtime On Rest Days

a) Service rendered by an employee on his assigned rest day or days will be paid for under the call rule when such service is not a part of any assignment..

b) In all cases other than those specified in paragraph (a) service rendered by an employee on his assigned rest day or days will be paid for at the overtime rate with a minimum of eight (8) hours except at where vacancies are not known sufficiently in advance to permit employees to report at the beginning of the shift, they will be paid for the balance of the day at such rate, but not less than is provided under the call rule. Employees will be notified as soon as possible of such vacancies.

Rule 8.

Bereavement Leave

Bereavement leave, not in excess of three (3) calendar days, following the date of death will be allowed in case of death of an employee's brother, sister, parent, step-parent, child, step-child, spouse or spouse's parent. In such cases a minimum Basic Day's Pay at the Rate of the Last Service Rendered will be allowed for the number of working days lost during bereavement leave. Employees involved will make provisions for taking leave with their supervising officials in the usual manner.

Rule 9.

Distribution of Overtime

When it becomes necessary for employees to work overtime, they shall not be laid off during regular working hours to equalize the time.

Record will be kept of overtime worked and men called with the purpose in view of distributing the overtime equally.

RULE 10.

Changing Shifts

Employees changed from one shift to another will be paid overtime rate for the first shift of each change. Employees working two shifts or more on a new shift shall be considered transferred. This will not apply when shifts are changed at the request of the employees involved. Relief assignments consisting of different shifts will be kept to a minimum consistent with creating regular relief jobs and avoiding unnecessary travel for relief men. Such assignments will be excepted from the requirements of this rule for penalty payments upon change of shift for shift changes included in the regular relief assignments.

RULE 11.

Filling Vacancies

When an employee is required to fill the place of another employee receiving a higher rate of pay, he shall receive the higher rate; but if required to fill temporarily the place of another employee receiving a lower rate, his rate will not be changed.

RULE 12.

Bulletining New Jobs & Vacancies

When new jobs are created or vacancies occur in the respective crafts the oldest employees in point of service shall, if sufficient ability is shown by trial, be given preference in filling such new jobs or any vacancies that may be desirable to them. All vacancies or new jobs created will be bulletined. Bulletins must be posted five (5) days before vacancies or new jobs are filled

permanently.

Employees desiring to avail themselves of this rule will make application to the official in charge and a copy of the application will be given to the local chairman.

Temporary vacancies of fifteen (15) days or more will be bulletined. Employees filling such temporary vacancies will return to their former position at the expiration of the temporary position.

RULE 13.

Promotions

Mechanics in service will be given preference for promotion to positions of foremen.

It is the policy of the Company to promote its own men, and only when competent employees cannot be found in the ranks or when competent employees will not accept vacancies or new positions will it be the disposition of the Company to vary from this policy.

It is understood these positions will be filled by mechanics of the respective crafts.

RULE 14.

Leave of Absence

When the requirements of the service will permit, employees, on request, will be granted leave of absence for a limited time with privilege of renewal. An employee absent on leave who engages in other employment will lose his seniority, unless special provisions shall have been made therefor by the proper official and committee representing his craft.

The refusal of a reasonable amount of leave to employees when they can be spared, or failure to handle promptly cases involving matters of serious importance to the employee is an improper practice and may be handled as unjust treatment under this agreement.

RULE 15.

Absence from Work

In case an employee is unavoidably kept from work he will not be discriminated against. An employee detained from work on account of sickness or for any other good cause shall notify his foreman as early as possible.

RULE 16.

Faithful Service

Employees who have given long and faithful service in the employ of the Company and who have become unable to handle heavy work to advantage, will be given preference of such light work in their line as they are able to handle.

RULE 17.

Attending Court or Investigations

When attending court as witnesses for the Company, employees will be reimbursed for reasonable expenses and paid eight (8) hours each day or part thereof, including Sundays and holidays, for such court service. When necessary the Company will furnish transportation and will be entitled to certificates for witness fees in all cases.

When the employees are required to report outside of their regular bulletined hours to act as witnesses for the Company in investigations, they shall be paid as per Rule 5.

RULE 18.

PAY DAY, SHORTAGES IN PAY

(A) A specific time will be designated when employees will be paid, at least twice a month.

(B) Employees who are short eight (8) hours or more in their pay, upon request will be given a voucher for the amount to cover shortage.

(C) All employees subject to the provisions of this Agreement will be paid by the Company by Direct Deposit. The Company will provide employees with the instructions to furnish the Company with information regarding the financial institution and specific account the employee desires to have his/her payroll monies deposited to.

RULE 19.

Reduction of Forces

When it becomes necessary to reduce expenses, the force at any point or in any department shall be reduced, seniority as per Rule 21 to govern; the employee affected to take the rate of the job to which they are assigned.

Four days' notice will be given employees affected before reduction is made and lists will be furnished the local committee.

In the restoration of forces, employees will be restored to service in accordance with their seniority if available within a reasonable time and shall be returned to their former positions if possible. The local committee will be furnished with a list of employees to be restored to service.

Employees restored to service will not be laid off again without the four days' advance notice provided in this rule.

RULE 20.

Work When Shops Closed Down Due to Emergencies

Employees required to work when shops are closed down, due to breakdown in machinery, floods, fires and the like, will receive straight time for regular hours, and overtime for overtime hours.

RULE 21.

Seniority

Seniority of employees in each craft covered by this agreement shall be confined to the point employed. Seniority lists will be maintained for each craft and subdivision thereof as below:

Machinists

Machinist Helpers

Electricians

Electrician Helpers

Carmen

Carmen Helpers

Shop Laborers

The seniority list will be open to inspection and copy furnished the Committee.

RULE 22.

Assignment of Work

None but mechanics regularly employed as such shall do mechanics' work as per special rules of each craft. This rule does not prohibit foremen in the exercise of their duties to perform work.

Where there is not sufficient work to justify employing a mechanic of each craft, the mechanic or mechanics employed will, so far as capable, perform the work of any craft that may be necessary.

RULE 23.

Differentials for welding was rolled in to basic pay rates for Machinist and Carmen in a previous agreement.

RULE 24.

Foremanship Filling

Should an employee be assigned temporarily to fill the place of a foreman, he will be paid his own rate -straight time for straight time hours and overtime rate for overtime hours - if greater than the foreman's rate; if it is not, he will get the foreman's rate. Said positions shall be filled only by mechanics of the respective craft in their departments.

Grievances

RULE 25.

All claims or grievance must be presented in writing by or on behalf of the employee involved, to the officer of the Carrier authorized to receive same, within 60 days from the date of the occurrence on which the claim or grievance is based. Should any such claim or grievance be disallowed, the carrier shall, within 60 days from the date same is filed, notify whoever filed the claim or grievance (the employee or his representative) in writing of the reasons for such disallowance. If not so notified, the claim or grievance shall be allowed as presented, but this shall not be considered as a precedent or waiver of the contentions of the Carrier as to other similar claims or grievances.

If a disallowed claim or grievance is to be appealed, such appeal must be in writing and must be taken within 60 days from receipt of notice of disallowance, and the representative of the Carrier shall be notified in writing within that time of the rejection of his decision. Failing to comply with this provision, the matter shall be considered closed, but this shall not be considered as a precedent or waiver of the contentions of the employees as to other similar claims or grievances. It is understood, however, that the parties may, by agreement, at any stage of the handling of a claim or grievance on the property, extend the 60-day period for either a decision or appeal, up to and including the highest officer of the Carrier designated for that purpose.

All conferences between local officials and local committees to be held during regular working hours without loss of time to the Committeemen.

Should the highest designated railroad official, or his duly authorized representative, and the duly authorized representative of the employees fail to agree, the case shall then be handled in accordance with the Railway Labor Act.

Prior to assertion of grievances as herein provided, and while questions or grievances are pending, there will neither be a shut down by the employer nor a suspension of work by the employees.

Discipline

RULE 26.

No employee shall be disciplined without a fair hearing by the Carrier. Suspension in proper cases (the proper case is one where leaving the man in service pending an investigation would endanger the employee or his fellow employees) pending a hearing, which shall be prompt, shall not be deemed a violation of this rule. At a reasonable time prior to the hearing, such employee and the duly authorized representative will be apprised of the precise charge and given reasonable opportunity to secure the presence of necessary witnesses. If it is found that an employee has been unjustly suspended or dismissed from the service, such employee shall be reinstated with his seniority rights unimpaired, and compensated for the wage loss, if any, resulting from said suspension or dismissal.

RULE 27.

Establishing Competency

An employee who has been in the service of the railroad thirty (90) days shall not be dismissed for incompetency, neither shall an employee be discharged for any cause without first being given an investigation.

RULE 28.

Committees

The company will not discriminate against any commiteemen who, from time to time, are delegated to represent other employees, and will grant them leave of absence and free transportation.

RULE 29.

Condition of Shops, etc.

Good drinking water and ice will be furnished. Sanitary drinking fountains will be provided where necessary. Pits and floors, lockers, toilets, and wash rooms will be kept in a clean, dry and

sanitary condition. Shops, locker rooms and wash rooms will be lighted and heated in the best manner possible consistent with the source of heat and lights available at the point in question .

RULE 30.

Personal Injuries

Employees injured while at work may be required to make a detailed written report of the circumstances of the accident just as soon as they are able to do so after receiving medical attention. Proper medical attention shall be given at the earliest possible moment and employees shall be permitted to return to work just as soon as they are able to do so without signing a release, pending final settlement of the case, provided, however, that such injured employees remaining away from work after recovery shall not be held to be entitled to compensation for wage loss after they are able to return to work. All claims for personal injuries shall be handled with the Personal Injury Claim Department.

RULE 31.

Notices

A place will be provided inside all shops, yards and roundhouse where proper notices of interest to employees may be posted by the duly authorized committee.

RULE 32.

Safety Incentive Plan

Employees will participate in a Safety Incentive Plan designed by the Company that can be terminated at the Company's discretion.

RULE 33.

Protection to Employees

Employees will not be required to work on engines or cars outside of shops during inclement weather, if shop room or pits are available. This does not apply to work in engine cabs or emergency work on engines or cars set out for or attached to trains. When it is necessary to make repairs to engines, boilers, tanks and tank cars, such parts shall be cleaned before mechanics are required to work on same.

No employee will be required to work under a locomotive or car without being protected by proper signals. Where the nature of the work requires it, locomotives and cars will be placed over a pit, if available.

When the interests of safety require it, a competent employee will be assigned to perform flagging duties in the operation of cranes.

RULE 34.

Help to be furnished

Mechanics will be furnished sufficient help. When experienced helpers are available they will be used in preference to inexperienced men.

RULE 35.

Rolling & Bumping

Carmen, Machinist, and Electricians will be allowed to exercise their seniority to a new assignment after they have occupied the same assignment for a period of ninety (90) days by giving the management five (5) days notice.

It is understood by both parties that this agreement will not interfere in any way with the operation of the Railway or cause to be added any additional expense.

This agreement may be canceled upon thirty (30) days notification by either party hereto.

RULE 36.

Vacations

Effective April 1, 2012, each employee subject to the scope of this agreement will, upon achieving 100 yearly qualification days of service with the TASD, be qualified on the following January 1st for annual vacation based on the following schedule.

Years of Continuous Service	Weeks Entitled	Yearly Qualification Days
0 to 1	1 week (5 days)	100 days
2 to 7	2 weeks (10 days)	100 days
8 to 11	3 weeks (15 days)	100 days
12 to 22	4 weeks (20 days)	100 days
23 +	5 weeks (25 days)	100 days

Effective upon ratification of this agreement, employees will be allowed to bank up to sixty (60) personal leave and/or vacation days to be used at future dates or upon retirement, resignation, dismissal or death.

Effective with the year 1954, it is understood that if an employee who performed the necessary qualifying service in the year prior to the year of his death, or in the year of his death, or both, dies before receiving such vacation, or vacations, or payment in lieu thereof, payment of the

allowance for such vacation or vacations shall be made to his surviving widow, or in the absence of a surviving widow, on behalf of a dependent minor child or children, if any.

Employees will be permitted to take their vacation one day at a time if service requirements allow, provided request is made at least 24 hours in advance and can be allowed without requiring the carrier to pay penalty rates. It is understood that these one day at a time vacation days must be approved prior to the employee actually observing the vacation day in order for him to be qualified for payment.

MACHINISTS' SPECIAL RULES

RULE 37.

Qualifications

Any man who has served an apprenticeship or has had four (4) years' experience at the machinists trade and who, by his skill and experience is qualified and capable of laying out and fitting together the internal parts of any machine or locomotive, with or without drawings, and competent to do either sizing, shaping, turning, boring, planning, grinding, finishing, or adjusting the metal parts of any machine or locomotive, shall constitute a machinist.

RULE 38.

Classification of Work

Machinists' work shall consist of laying out, fitting, adjusting, shaping, boring, slotting, milling and grinding of metals used in building, assembling, maintaining, dismantling and installing locomotives and engines (operated by steam or other power), pumps, cranes, hoists, elevators, pneumatic hydraulic tools and machinery, scale building, shafting and other shop machinery, ratchet and other skilled drilling and reaming, tool and die making, tool grinding and machine grinding, axle truing, axle, wheel and tire turning and boring, engine inspecting, air equipment, lubricator and injector work, removing, replacing, grinding, bolting and breaking of all joints on superheaters; oxyacetylene, thermite and electric welding on work generally recognized as machinists' work; the operation of all machines used in such work, including drill presses and bolt threaders using a facing, boring or turning head or milling apparatus; and all other work generally recognized as machinists' work.

RULE 39.

Machinist Helpers

Helpers' work shall consist of helping machinists, operating drill presses (plain drilling) and bolt threaders not using facing, boring or turning head or milling apparatus, wheel presses (on car, engine truck and tender truck wheels) nut tappers and facers, Bolt pointing and centering machines, car brass boring machines, twist drill grinders; attending tool room, machinery oiling, locomotive oiling, box packing, applying and removing trailer and engine-truck brasses, assisting in dismantling locomotives and engines, applying all couplings between engine and

tender; locomotive tender and draft-rigging work except when performed by carmen and all other work generally recognized as helpers' work.

RULE 40.

Work at Wrecks

In case of wrecks where engines are disabled, machinist and helper, if necessary, shall accompany the wrecker. They will work under the direction of the wreck foreman.

RULE 41.

Differentials for Machinists

See Pay Scale

RULE 42. Intentionally Left Blank

RULE 43. Intentionally Left Blank

RULE 44. Intentionally Left Blank

RULE 45. Intentionally Left Blank

RULE 46. Guaranteed Jobs - Carmen

All employees who are in active service on the effective date of this agreement (September 1st, 2003) shall be considered "Protected Employees" and will be governed under the following terms and conditions:

All employees listed below who are in the active service the date of this agreement will be retained in service as Carmen unless or until retired, discharged for cause, or otherwise removed by natural attrition.

Name	Hire Date
------	-----------

K. R. Graff	7-22-80
-------------	---------

J. M. Harvell	8-10-81
---------------	---------

J. J. Tiller	9-10-96
--------------	---------

W. S. Skinnner	6-12-98
----------------	---------

CARMENS SPECIAL RULES

RULE 47.

.Effective March 1, 1987 all rules and agreements covering apprentices, student Mechanics, upgraded helpers, and other non-journeymen employees performing Carmen's work shall be revised and amended to provide that 732 eight (8) hour days, or a total of 5856 hours shall constitute the training period, or the length of service at Carmen's work required to become a Carman. Seniority as a Carman will be established at the completion of the 732 days or 5856 hours service at Carmen's work.

After completion of the required service to become a Carman such employees referred to above will not be furloughed until they have established seniority as a Carman.

The purpose of this agreement is to eliminate the retroactive seniority provisions of such rules or agreements.

RULE 48.

Classification of Work

Carmen's work shall consist of building, maintaining, dismantling, painting, upholstering and inspecting all passenger and freight cars, both wood and steel, and all other carpenter work in shops and yards, except work generally recognized as bridge and building department work; pilot, pilot beams, running boards, foot and headlight boards; Tender frames and trucks, pipe and inspection work in connection with air brake equipment on freight cars; applying patented metal roofing; operating punches and shears, doing shaping and forming work done with hand forges and heating torches in connection with carmen's work ; painting, varnishing, surfacing, decorating, lettering, cutting of stencils and removing paint (not including use of sand blast machine or removing vats) ; all other work generally recognized as painters' work under the supervision of the locomotive and Car Departments. Joint car inspectors, car inspectors, safety appliances and train car repairers, write-up men, locomotive and Diesel crane engineers; oxyacetylene. thermite and electric welding on work generally recognized as carmen's work ; and all other work generally recognized as carmen's work.

RULE 49.

Carmen Helpers

Employees regularly assigned to help carmen, removing of paint on other than passenger cars preparatory to painting, stock keepers (Car Department), operators of bolt threaders, but tappers, drill presses and punch and sheer operators (cutting only bar stock and scrap), holding on rivets, striking chisel bars, side sets, and backing out punches, using backing hammer and sledges in assisting carmen in straightening metal parts of cars, repairing air hose, assisting carmen in erecting scaffolds, and all other work generally recognized as carmen helpers' work, shall be classed as helpers.

RULE 50.

Wrecking Crews

For wrecks or derailments within yard limits, sufficient carmen will be called to perform the work.

That, when the wrecking equipment of another railroad is used to clear a wreck or derailment, at least two (2) qualified TRASD Carmen will be called, in accordance with the existing overtime rules on this property, to work with such equipment, and when other types of outside contractor's equipment is used to clear a wreck or derailment, the necessary number (at least but not limited to two (2)) of TRASD Carmen will be called to perform the work.

Such employees will be paid in accordance with the overtime Agreement, from the time the wrecking equipment arrives at the derailment until the work is completed, determined by the same hours that are worked by the contractor's or other railroad's employees .

It is further understood that this Agreement may be terminated effective thirty (30) days after notification by either party to the other, in which case the terms of the National Wrecking Rules will again become effective.

RULE 51.

Inspectors

Men assigned to inspecting must be able to speak and write the English language, and have a fair knowledge of the A.A.R. (Association of American Railroads) rules and safety appliance laws.

Inspectors and other carmen in train yards will not be required to take record, for conducting transportation purposes, of seals, commodities, or destination of cars.

RULE 52.

Protection for Repairmen and Yard Men

Switches of repair tracks will be kept locked with special locks, and men working on such tracks shall be notified before any switching is done. A competent person will be regularly assigned to perform this duty and held responsible for seeing it is performed properly.

Trains or cars while being inspected or worked on by train yard men, will be protected by blue flag by day and blue light by night, which will not be removed except by the man placing same.

RULE 53.

Miscellaneous

Crayons, soapstones, marking pencils, tool handles, saw files, motor bits, brace bits ,cold chisels, bars, steel wrenches, steel sledges, hammers (not claw hammers), reamers, drills, taps, dies, lettering and striping pencils and brushes will be furnished by the Company.

RULE 54.

ELECTRICIANS SPECIAL RULES

RULE X

Qualifications

Any men who has served an apprenticeship or who has four (4) years practical experience in electrical work and is competent to execute same to a successful conclusion shall constitute an electrician

RULE X-1

Classification of Work

Electricians work shall consist of maintaining, repairing, rebuilding, inspecting and installing the electric wiring of all generators, switchboards, meters, motors, and controls, rheostats and controls, motor generators, electric headlights and headlight generators, electric welding machines, storage batteries, axle lighting equipment radio equipment, electric lighting fixtures, winding armatures, fields, magnetic coils, rotors, transformers, and starting compensators; inside and outside wiring of shops, buildings, yards, and structures, and all conduit work in connection therewith, including steam and Diesel electric locomotives, Diesel and locomotive cranes, passenger trains, motor cars, electric work on tractors and trucks; building and repairing and maintaining of pole lines and supports for service wires and cables, overhead and underground, together with their supports. Cables, Cable splicers, high tension linemen, and all other work generally recognized as electricians' work.

RULE X-2

Electricians Helpers

Employees regularly assigned to assist electrical workers shall be classed as electrician helpers.

RULE X-3

Equipment Furnished

Men engaged in the handling of storage batteries and mixing acid will be provided with acid proof gloves, hip boots and aprons.

RULE X-4

Differentials for Electricians See Pay Scale

RULE X-5

Work at Wrecks

In case of wrecks where engines are disabled, an electrician and helper, if necessary, shall accompany the wrecker. They will work under the direction of the wreck foreman.

MISCELLANEOUS

COPY

Memorandum of Agreement
Between
The Terminal Railway
Alabama State Docks (TRASD)
And
It's Employees Represented by
System Council No. 6 of
International Brotherhood Of
Electrical Workers (IBEW)

Pursuant to discussions during conference held at Mobile, Alabama on Oct 3, 2003 concerning the following issues:

1. IBEW Claim EW-042 on behalf of Electricians Tom Bolen and Chuck Miller filed September 5, 2001 under the September 25, 1964 Agreement, due to TRASD supervision contracting maintenance and operation of the Port Harbor Crane beginning July 16, 2001; and
2. The operation of cranes for the purpose of loading and discharging general cargo and containers from vessels.

It is hereby understood and mutually agreed by the parties signatory hereto that in full and final settlement of the above referenced Claim and the operation of cranes for the purpose of loading and discharging general cargo and containers from vessels at the Alabama State Docks, the following will be implemented effective Oct 3, 2003.

1. Guaranteed Jobs

All employees who are in active service on the effective date of this agreement shall be considered "Protected Employees" and will be governed under the following terms and conditions:

(a) All employees listed below who are in active service the date of this agreement will be retained in service as Electricians unless or until retired, discharged for cause, or otherwise removed by natural attrition (retire, quit or die):

Electrician
T. E. Bolen
C. E. Miller

Date Hired
January 6, 1971
April 24, 1978

(b) It shall not be a violation of paragraph (a) to remove an employee from service because of physical disqualification or for disciplinary reasons, however, if it is found that the employee was unjustly removed from service and is returned to service on a make whole basis, TRASD will reinstate the employee with all contractual rights and benefits and compensate the employee for all losses sustained as a result of the unjust physical disqualification or unjust disciplinary action.

2. Health and Welfare Benefits

IBEW's health and welfare benefits will continue to be paid 100% by the Terminal Railway Alabama State Docks and will not be affected by the National Negotiations referenced within our Stand By Agreement dated January 1, 2000.

3. Hourly Wage Increase

(a) The hourly base pay for Technicians and Electricians shall be increased \$.57 per hour and will be effective June 30, 2003 in addition to any compensation that may be received under the National Negotiations referenced within our Stand By Agreement dated January 1, 2000.

(b) In addition, COLA payments within the hourly rate of the above named IBEW employees will be retained and will not be reduced by the National Negotiations referenced within our Stand By Agreement dated January 1, 2000.

4. Personal Leave Days

Two (2) personal leave days will be incorporated into the existing Personal Leave Agreement to those employed on the effective date signing of this agreement. Vacation qualification requirements will not apply to above personal leave days. Employees will be entitled to these two (2) personal leave days in subsequent calendar years. It is also understood the employees will be eligible to take these personal leave days effective with the date this agreement is signed. All other agreements, rules and provisions governing Personal Leave remain unchanged.

5. Training For Maintenance Of Cranes

(a) If Electricians are required by management to train individuals in the maintenance and operation of the Paceco container crane, it is understood they will continue to be paid a differential of \$.57 per hour agreed upon in this agreement until training is completed. It is understood that supervision will continue to apply all work rules during this training.

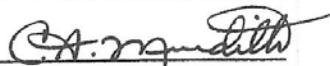
(b) If Electricians are requested by management to do maintenance or other technical operational work on cranes for the purpose of loading and discharging general cargo and containers from vessels after training is complete, it shall be on a voluntary basis (not required) and all previous working agreements and compensation shall apply.

(c) Management will determine when training has been completed and so notify the General Chairman by letter, at the time training is completed.

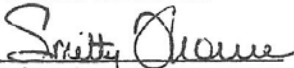
(d) All hours worked under Section 5 will be applied to Railroad Retirement and counted for hours of service performed.

Signed at Mobile, Alabama this 3rd day of OCT, 2003.

FOR THE ORGANIZATION:


C. A. Meredith
General Chairman, IBEW, SC#6

FOR THE CARRIER:


Smitty Thorne
General Manager Bulk & Rail Operations
Alabama State Docks

File: TRASD IBEW Proposed Agreement Concerning Cranes 09-25-03



TERMINAL RAILWAY ALABAMA STATE DOCKS

P.O. BOX 1588 • MOBILE, ALABAMA 36633

November 14, 1991

SIDE LETTER NO. 4

Mr. C.A. Meredith
General Chairman
International Brotherhood
of Electrical Workers
Route 11, Box 620
Ringgold, Georgia 30736

Dear Mr. Meredith:

This will confirm our agreement to continue to apply the September 25, 1964 agreement, as amended, between the Terminal Railway Alabama State Docks and the International Brotherhood of Electrical Workers with the following changes.

Article II, Section 1 - Applicable Criteria is amended to allow contracting of IBEW's work only if (1) skilled manpower is not available on the property from active or furloughed employees; and (2) essential equipment is not available on the property.

In the event Special Board of Adjustment No. 570 fails to retain jurisdiction under Article VI - Resolution of Disputes pertaining to Article II - Subcontracting of the September 25, 1964 agreement, as amended, the parties agree that disputes arising under Article II - Subcontracting will be progressed in the usual manner under Section 3 of the Railway Labor Act with the exception that the General Chairman will handle disputes directly with the highest designated officer in the interest of expeditious handling.

Sincerely,

J. N. Davis
Manager, TASD

Agreed:

C. A. Meredith, General Chairman
International Brotherhood of
Electrical Workers

RULE 55.

Lead Workmen

Lead workmen may be assigned, in addition to performing the regular work of their gang, to take the lead and assign and direct work of other members of the gang. For the performance of such work lead workmen will be paid a differential according to contract. Positions of lead workmen will be filled by bulletin in accordance with Rule 12.

RULE 56.

Application of Rules

Except as provided for under the special rules of each craft, the General Rules shall govern in all cases.

RULE 57.

Agreement to be Printed

The Company will have printed, in book form, copies of this agreement and furnish a copy to each employee affected.

RULE 58.

Rates of Pay

General Wages Increases

The Carrier agrees to pay the retroactive portion due on wages earned since April 1, 2012 as soon as possible and no later than (60) sixty days after the date of ratification. It is understood that the retroactive portion of the wage increase shall be applied only to those employees who have an employment relationship with the Carrier on the date of this agreement or who have retired or died subsequent to March 31, 2012.

Electricians

Effective April 1, 2012, all standard basic daily rates of pay for employees represented by the International Brotherhood of Electrical Workers in effect March 31, 2012 shall be increased by three (3) percent per year each April 1st over the term of the six (6) year contract

Rates of Pay and Increases:

		4/1/11	4/1/12	4/1/13	4/1/14	4/1/15	4/1/16	4/1/17
1051	TECH. (ELECTRICIAN) \$1.50 differential	28.45	29.26	30.09	30.95	31.83	32.74	33.68
	TECH. (ELECTRICIAN) (Tier 2) \$1.50 differential	24.41	25.10	25.81	26.53	27.29	28.06	28.86
1052	ELECTRICIAN	26.95	27.76	28.59	29.45	30.33	31.24	32.18
1049	ELECTRICIAN (Tier 2)	22.91	23.60	24.31	25.03	25.79	26.56	27.36
1053	STUDENT ELECTRICIAN 80% of 1049	18.33	18.88	19.44	20.03	20.63	21.25	21.88

Carmen

Effective April 1, 2012, all standard basic daily rates of pay for employees represented by the Brotherhood Railway Carmen Division-TCU/IAM in effect March 31, 2012 shall be increased by three (3) percent per year each April 1st over the term of the six (6) year contract

Rates of Pay and Increases:

		4/1/11	4/1/12	4/1/13	4/1/14	4/1/15	4/1/16	4/1/17
1048	SHOP LEADER, CARMAN	30.81	31.73	32.69	33.67	34.68	35.72	36.79
1048	SHOP LEADER, JOURNEYMAN CARMAN (Tier II) \$1.78 diff	26.57	27.37	28.19	29.03	29.90	30.80	31.73
1035	CARMAN	28.82	29.68	30.58	31.49	32.44	33.41	34.41
1038	JOURNEYMAN CARMAN (Tier II)	24.73	25.47	26.24	27.02	27.83	28.67	29.53
1044	JOURNEYMAN CARMAN (Tier II) APP 3RD 244 DAYS 95%	23.49	24.20	24.92	25.67	26.44	27.24	28.05
1043	JOURNEYMAN CARMAN (Tier II) APP 2ND 244 DAYS 90%	22.26	22.92	23.61	24.32	25.05	25.80	26.58
1042	JOURNEYMAN CARMAN (Tier II) APP 1ST 244 DAYS 85%	21.02	21.65	22.30	22.97	23.66	24.37	25.10

Machinist

Effective April 1, 2012, all standard basic daily rates of pay for employees represented by the International Association of Machinists and Aerospace Workers in effect March 31, 2012 shall be increased by three (3) percent per year each April 1st over the term of the six (6) year contract

Rates of Pay and Increases:

		4/1/11	4/1/12	4/1/13	4/1/14	4/1/15	4/1/16	4/1/17
1041	MACHINIST	25.24	26.00	26.78	27.58	28.41	29.26	30.14
	LEADMAN (\$1.50 differential)		27.50	28.28	29.08	29.91	30.76	31.64
1041	MACHINIST (Tier 2)	21.46	22.10	22.77	23.45	24.15	24.88	25.62
	LEADMAN (\$1.50 differential)		23.60	24.27	24.95	25.65	26.38	27.12
1040	MACHINIST (Tier 2) Student 80%	17.17	17.68	18.21	18.76	19.32	19.90	20.50

RULE 59.

TERM AND EFFECT OF AGREEMENTS

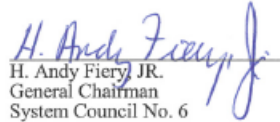
Electricians

- a. This Agreement shall become effective March 1, 2013 and shall remain in effect until or unless changed under the provisions of the Railway Labor Act, as amended. Except as modified herein, all previous agreements remain in full force and effect.
- b. The purpose of this Agreement has been to modify and/or change existing rates of pay, rules and working conditions pursuant to Section 6 Notices served by the parties in 2012 under the Railway Labor Act, as amended. The parties hereby agree that under the terms of this Agreement all pending Section 6 Notices are hereby withdrawn,
- c. 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 January 1, 2018.
- d. This Agreement will not bar the parties from agreeing upon any subject of mutual interest.

Signed this 8th day of February 2013.

For the

International Brotherhood
Of Electrical Workers


H. Andy Fiery, JR.
General Chairman
System Council No. 6

For the

Terminal Railway
Alabama State Docks


Mike Russell
General Manager

APPROVED



Smitty Thorne
Deputy Director
Chief Operating Officer


Brad Ojard
Sr. Vice President, Operations

Carmen

- a. This Agreement shall become effective April 1, 2012 and shall remain in effect until or unless changed under the provisions of the Railway Labor Act, as amended. Except as modified herein, all previous agreements remain in full force and effect.
- b. ~~The purpose of this Agreement has been to modify and/or change existing rates of pay, rules and working conditions pursuant to Section 6 Notices served by the parties in 2012 under the Railway Labor Act, as amended. The parties hereby agree that under the terms of this Agreement all pending Section 6 Notices are hereby withdrawn,~~
- c. 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 January 1, 2018; such changes not to become effective before April 1, 2018.
- d. This Agreement will not bar the parties from agreeing upon any subject of mutual interest.

Signed this 19th day of February, 2013.

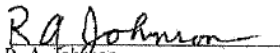
For the

BRC DIVISION



D. E. Grissom
BRC-TCU/IAM
General Vice President
National Representative

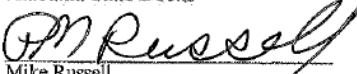
APPROVED



R. A. Johnson
General President

For the

Terminal Railway
Alabama State Docks

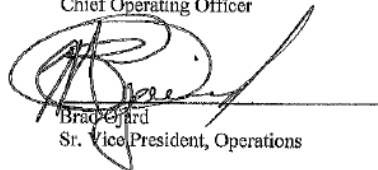


Mike Russell
General Manager

APPROVED



Smitty Thorne
Deputy Director
Chief Operating Officer



Brad Pezard
Sr. Vice President, Operations

Machinist

- a. This Agreement shall become effective April 1, 2012 and shall remain in effect until or unless changed under the provisions of the Railway Labor Act, as amended. Except as modified herein, all previous agreements remain in full force and effect.
- b. The purpose of this Agreement has been to modify and/or change existing rates of pay, rules and working conditions pursuant to Section 6 Notices served by the parties in 2012 under the Railway Labor Act, as amended. The parties hereby agree that under the terms of this Agreement all pending Section 6 Notices are hereby withdrawn,
- c. 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 January 1, 2018.
- d. This Agreement will not bar the parties from agreeing upon any subject of mutual interest.

Signed this 24th day of June, 2013.

For the
International Association of
Machinist and Aerospace Workers


J. Michael Perry
General Chairman
IAM-AW District 19

For the
Terminal Railway
Alabama State Port Authority


Mike Russell
General Manager

APPROVED



Smitty Thorne
Deputy Director
Chief Operating Officer


Brad Ojard
Sr. Vice President, Operations

MEMORANDUM OF UNDERSTANDING

In the application of working agreement between the parties signatory hereto, IT IS UNDERSTOOD that all work now being performed in shops and yards will continue to be performed by the employees covered by that agreement, and it is agreed that any exceptions will only be thru mutual agreement between the parties signatory hereto.

(a) Service rendered under agreements between a carrier and one or more of the Non-operating Organizations parties to the General Agreement of August 21, 1954 of which this Article is a part, shall be counted in computing days of compensated service and years of continuous service for vacation qualifying purposes under this Agreement.

(b) Calendar days in each current qualifying year on which an employee renders no service because of his own sickness or because of his own injury on the job shall be included in computing days of compensated service and years of continuous service for vacation qualifying purposes on the basis of a maximum of ten (10) such days for an employee with less than five (5) years of service; a maximum of twenty (20) such days for an employee with five (5) but less than fifteen (15) years of service; and a maximum of thirty (30) such days for an employee with fifteen (15) or more years of service with the employing carrier.

(c) In instances where employees have performed seven (7) month s' service with the employing carrier, or have performed, in a calendar year, service sufficient to qualify them for a vacation in the following calendar year, and subsequently become members of the Armed Forces of the United States, the time spent by such employees in the Armed Forces will be credited as qualifying service in determining the length of vacations for which they may qualify upon their return to the service of the employing carrier.

(d) An employee who is laid off and who has no seniority date and no right to accumulate seniority, who renders compensated service, before layoff , on not less than one hundred (100) days in a calendar year and who returns to service, in the following year, for the same carrier, in the same seniority district where he would have accumulated seniority had his rights so permitted, will be granted a vacation in the year of his return after the performance, in such year, of compensated service on not less than sixty (60) days. This paragraph creates no obligation to rehire such employee after his layoff.

Rule 60 - HEALTH AND WELFARE BENEFITS

Employees will continue to be afforded the same level of benefits that are afforded in the National Agreements to employees represented by the International Brotherhood of Electrical Workers, International Association of Machinists and Aerospace Workers and Brotherhood Railway Carmen. Employees under this Agreement will be required to contribute toward the cost of such benefits a monthly premium in the amount of 15% of the cost of such benefits to the Company not to exceed \$200.00 per month with payment commencing the first pay period of the month following ratification of this agreement.

Employee cost-sharing contribution made pursuant to this part shall be made on a pre-tax basis pursuant to the Section 125 cafeteria plan to the extent possible.

The "Health and Welfare Proposal" will be disposed of in conformity with the terms of the Memorandum dated at Chicago, Illinois, August 21, 1954.

RULE 61

1981 National Agreement-Personal Leave

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

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

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

RULE 62

Carmen Personal Leave Days (from September 1, 2003 Agreement)

Two (2) personal leave days will be incorporated into the existing Personal Leave Agreement to those employed on the effective date signing of this agreement. Vacation qualification requirements will not apply to above personal leave days. Employees will be entitled to these two (2) personal leave days in subsequent calendar years. It is also understood the employees will be eligible to take these personal leave days effective date signing of agreement. All other agreements, rules and provisions governing Personal Leave remain unchanged.