

**TTX Company – Brotherhood Railway Carmen
Tentative Agreement
June 6, 2013**

I. Wages

General Wage Increases, as follows:

Effective Date	July 1, 2013	July 1, 2014	July 1, 2015	July 1, 2016
General Wage Increase	3%	3%	2.5%	3%
Tier I	\$26.57	\$27.37	\$28.05	\$28.89
Tier II	\$21.26	\$21.90	\$22.44	\$23.11

Tier II rates would be a percentage of the top Tier I rate as follows during months:

<u>1-12</u>	<u>13-24</u>	<u>25-36</u>	<u>37-48</u>
60%	67%	72%	77%

Upon completion of 48 months, the Tier II rate of pay will be 80% of the Tier I rate of pay.

Tier II Rate Schedule

Step Increases	Current Base Rates	Year 1	Year 2	Year 3	Year 4
Months 1-12	\$15.48	\$15.94	\$16.42	\$16.83	\$17.34
Months 13-24	\$16.77	\$17.80	\$18.34	\$18.80	\$19.36
Months 25-36	\$18.06	\$19.13	\$19.71	\$20.20	\$20.81
Months 37-48	\$19.35	\$20.46	\$21.08	\$21.60	\$22.25

Revise the Maintenance Generalist rate of pay to \$15.25

II. Incentive Plan

Incentive Plan potential increases 2% on January 1, 2015 with a Plan period of January 1 through December 31.

III. Health and Welfare

Increase co-payment for emergency room visits from \$0 to \$100

IV. Rules

Rule Changes as provided in the Tentative Agreements

For TTX Company:



Brian R. Powers
Vice President – Human Resources
& Labor Relations

For the Brotherhood Railway Carmen:



Carl A. Tingle
Assistant General President

ARTICLE IV – HOURS OF WORK

New Section 4.8

Employees are prohibited from working more than two consecutive shifts or 16 consecutive hours, exclusive of meal periods.

For TTX Company:



For the Brotherhood Railway Carmen:



ARTICLE V – ATTENDANCE & ARTICLE VIII - VACATIONS

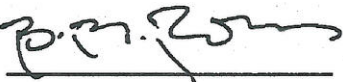
Section 5.4

Absences other than for emergencies or illnesses require advance approval by the employee's Supervisor. **Employees should provide one hour advance notice of an absence related to illness.** Excessive or "pattern" absences and tardiness will be considered serious disciplinary matters and may result in disciplinary action up to and including termination. Absences are considered excessive when the days away from work exceed an employee's accumulated sick days. **Employees with less than one year of service shall be allowed two days of unpaid absence before disciplinary action is taken.** Vacation time may not be used in lieu of sick days.

Section 8.5(a)

Effective January 1, 2014, employees who qualify for one (1) or two (2) weeks of vacation may elect to observe one (1) week of their vacation in single increments of one (1) or more full work days at a time between January 1 and December 1. Employees who qualify for three (3) weeks or more of vacation may elect to observe two (2) weeks of their vacation in single increments of one (1) or more full work days at a time between January 1 and December 1.

For TTX Company:



For the Brotherhood Railway Carmen:



ARTICLE VII - HOLIDAYS

Section 7.1

One (1) Floating Holiday at the employee's selection for employees who have successfully completed their probation period. **A Floating Holiday shall be approved upon a minimum 24 hour advance notice by the employee.**

For TTX Company:

P. M. [Signature]

For the Brotherhood Railway Carmen:

C. A. [Signature]

ARTICLE VIII – VACATIONS

New Section 8.6(d)

For purposes of scheduling, all vacation days due the employee in the calendar year shall be considered earned, and scheduled in accordance with the provisions of this Article.

For TTX Company:



For the Brotherhood Railway Carmen:



ARTICLE X – SAFETY & HEALTH

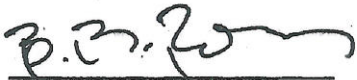
Section 10.5

Effective January 1, 2014, the Company shall provide each employee a single payment of \$400, less applicable taxes, for the purpose of purchasing the following protective clothing and safety equipment:


1. Safety shoes with steel toes, **which** are mandatory at all locations (metatarsal guards preferred).
 - a. Must have full wedge heel.
 - b. Must be six-inch lace up type (loose fitting or buckle-type boots not allowed).
2. Rubber rain boots over safety shoes (buckle rubber boots not allowed).
3. Coverall and/or bib overalls and jacket.

Such payments will be made in January of each year or the first available payroll following the employee's date of hire, and will be included in the employee's regular earnings.

For TTX Company:


5/22/13

For the Brotherhood Railway Carmen:



ARTICLE XIII - SENIORITY

Section 13.4 – TTX Seniority Districts

- Chicago Region (includes ATWS, ATMC, CNMK, NSCH, UPMS, UPJL & BNLP)
- Kansas City Region (includes ATKC, NSKC & BNGK)

For TTX Company:

P. N. Roman

For the Brotherhood Railway Carmen:

CA Ingle

ARTICLE XVIII & SIDE LETTER #9

New Section 18.1(d)

d. The starting date of an awarded job bid shall be no later than 30 calendar days from the date the award is posted. This provision shall not apply to the staffing of new operations.

Side Letter #9 – (Effective on the date of final Agreement)

1. Newly hired employees who require extensive training or orientation will not immediately be placed in **their** bulletined position. **Instead**, they will be assigned working hours and rest days which will facilitate their training. No current employee(s) will be displaced from their bulletined position(s) by employees in training status. The filling of temporary vacancies in bulletined positions will be handled in accordance with the provisions outlined in Article XVIII of the Agreement.
2. It is recognized that all new employees will not be hired with the same skill and experience levels. It is important that all new hires be trained as quickly as possible, and, **at the supervisor's discretion, be placed their** bulletined positions.
3. Employees may remain in training status for a maximum of **one hundred twenty (120)** days of service, after which they will be assigned to **their** bulletined position.
4. Employees in training status are not eligible for overtime call out. **Employees in training status will not be allowed to work unless assigned to and under the direct observation of a maintenance specialist or during a designated training class.**

For TTX Company:

B. P. Fow

For the Brotherhood Railway Carmen:

C. A. Ingle

ARTICLE XXIV – WAGES AND BENEFITS

Section 24.2

The Company maintains group health, life, dental, and vision insurance for both represented and non-represented employees and eligible dependents for the duration of the Agreement. The level of existing benefits for employees covered by this Agreement will not be reduced during the term of this Agreement, although the Company retains the sole discretion to increase or change the benefits offered or the benefit providers, administrators, or the insurance carrier for all group insurance. New employees are eligible for health and welfare benefits upon successful completion of **90 calendar days of service**. Benefits are described in Addendum B.

this part

For TTX Company:

P. B. [Signature]

For the Brotherhood Railway Carmen:

CA [Signature]