

AGREEMENT
BETWEEN
ALTON AND SOUTHERN RAILROAD COMPANY
AND THE
BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES DIVISION

The parties have incurred increasing difficulty in the application of Rule 3(e) of the collective bargaining agreement in determining who should be called for overtime. In order to develop a more consistent process for the assignment of overtime, the present Rule 3(e) is eliminated and replaced with the following provisions.

3(e) (1) In the performance of overtime work, employees will be called in seniority order according to the procedures set forth below.

(2) Carrier will provide call lists for each seniority classification, e.g. Track Foreman, Machine Operator. These lists will show each employee by seniority, and qualifications. Employees will be called for overtime from this list. These lists will be posted at the reporting locations of employees so that all employees may review them. If an employee feels that the callout list is inaccurate, he may present in writing to his supervisor his request for change and the reasons for such change. If the supervisor does not agree with the requested change, the employee or his representative may submit a grievance as provided in Rule 21 of this collective bargaining agreement.

(3) In the selection of employees for the performance of overtime, Carrier will utilize the following procedures.

(a) Carrier will call employees currently holding positions in that classification and department in seniority order. If however a piece of equipment to which an employee is assigned is to be utilized, that employee will be called first. For example, the employee assigned to a tamper operator position will be called first for overtime to operate that tamper.

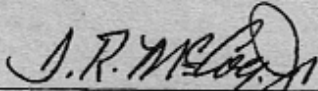
(b) If those employees covered in (a) above are unavailable or additional employees are needed in that classification, the Carrier will call the senior qualified employees who have established seniority rights in that classification and are currently working in that department. The employee will receive the

higher rate of pay of either the position to which he is currently assigned or the position to which he is called to fill. For example, if the Carrier needs a tamper operator and the individual that currently operates that piece of equipment is not available, the Carrier will go to the senior machine operator that is qualified as a tamper operator. The overall senior machine operator may not be qualified on a tamper and would not be subject to call.

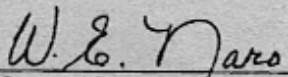
This agreement will become effective on May 1, 2007.

Signed in Omaha Nebraska, on this 24th day of April, 2007.

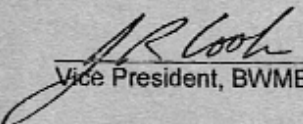
FOR THE ORGANIZATION:


General Chairman BMWED

FOR THE CARRIER:


General Director Labor Relations

APPROVED:


Vice President, BWMED