

Memorandum of Agreement
between
Terminal Railroad Association of St. Louis
and
Brotherhood of Maintenance of Way Employees

The Terminal Railroad Association of St. Louis (hereinafter referred to as the Carrier) and the Affiliated System Federation Brotherhood of Maintenance of Way Employees (hereinafter referred to as the Brotherhood) hereby agree as follows:

This Agreement is to provide for the placement of Track Machine Operators (TMO), listed on the current Track Machine Operators – Motor Truck Torch Operators (MTO) seniority roster, Group 1 (c), to Large Machine Operators (LMO) seniority roster, Group 1 (b), by dovetailing the current subject two (2) seniority rosters in earliest LMO seniority order. If an employee has TMO seniority but no LMO seniority, they will be placed at the bottom of the LMO roster in TMO seniority order. It is clearly understood that only Track Machine Operators with established TMO qualified indication on the current 2015 TMO/MTO seniority roster will establish seniority on the new combined LMO seniority roster, Group 1(b). Also, while the intent of this agreement is to establish one (1) machine operators roster, Group 1 (b), such transfer of seniority date will not affect their current seniority date or standing on the new 2015 Truck Operators seniority roster, Group 1 (c).

It is further agreed:

1. The newly created subject two (2) rosters will be identified as Machine Operators (MO) – Group 1(b) and Track Truck Operators (TTO) – Group 1(c).
2. All “Machine Operator” positions will receive the pay rate of the current Large Machine Operators, which is \$31.55 per hour (January 1, 2015).
3. All MO positions, with the exception of three (3), will require a Commercial Driver’s License (CDL). All employees currently possessing CDL will be required to retain CDL. Any new hire employees will be required to acquire and retain CDL. Current non-CDL employees will not be permitted to operate on track equipment without a mandatory physical (similar to CDL physical) every two (2) years. The Carrier will have the right to assign all MO positions as it determines necessary.

NOTE: Any employee who has a CDL suspended for any reason may displace on the non-CDL positions, provided they reacquire their CDL at the earliest possible time.

4. The Carrier will apply pay differential to the following positions as follows:

- Bridge and Building Truck Driver – \$1.00 per hour
- Bridge and Building Welder – \$0.60 per hour
- Track Department Tamper operator - \$1.50 per hour
- Track Department Ballast Regulator - \$0.75 per hour

It's clearly understood, employees will receive these differentials only when working these positions, or on dates when operating the aforementioned equipment. It's the responsibility of the employee to claim this differential.

Differential pay contained herein is a frozen rate not subject to General Wage Increases or Cost of Living Allowances.

5. As a result of increased pay on the MO-Tamper and MO-Ballast Regulator positions, the Carrier will bid these positions to senior employees. When not operating the Tamper or Ballast Regulator, the incumbents of those positions will be assigned as Machine Operators and no pay differential will be applied.

This Agreement supersedes any and all Agreements, Agreement provisions and/or practices in conflict herewith and may only be changed, amended or canceled by mutual concurrence of the parties signatory hereto, or in accordance with the provisions of the Railway Labor Act, as amended.

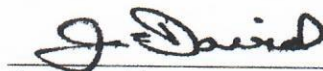
Signed at St. Louis, Missouri, this 16th day of March, 2015.



Vice President, BMWED

3-16-15

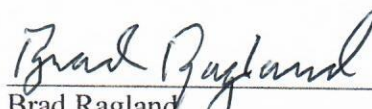
Date



Jack David
General Chairman, ASF

3-16-15

Date



Brad Ragland
Director of Labor Relations
Terminal Railroad

3-16-15

Date