

MEMORANDUM

OF

AGREEMENT

Between the

ALABAMA & GULF COAST RAILWAY

and

its Operating Employees represented by

SMART -TD UNION

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ARTICLE 1

Scope

- (a) This Agreement covers all train and engine service employees consisting of Conductors, Engineers and Brakemen, represented by SMART-TD Union under the Railway Labor Act, as amended.
- (b) The term “employee” as hereinafter referred to shall include all employees represented by SMART-TD Union, except where otherwise specifically provided for herein. The terms “Railroad,” “AGR” “Carrier” or “Company” shall mean the Alabama & Gulf Coast Railway LLC. The term “Organization,” “SMART-TD” or “General Committee” shall mean SMART-TD Union.
- (c) The right to make and interpret contracts covering rules, rates of pay and working conditions on behalf of employees covered by this Agreement shall be vested in the regularly constituted General Committee of SMART-TD Union.
- (d) Where the term “duly accredited representative” appears herein, it shall be understood to mean the regularly constituted General Committee and/or the Officers of SMART-TD Union of which such General Committee or Officers are a part.
- (e) The use of such words as “he”, “his”, and “him”, as they appear in this Agreement, are not intended to restrict the application of the Agreement or a particular Rule to a particular sex, but are used solely for the purpose of grammatical convenience and clarity.
- (f) No Carrier Supervisor, yardmaster, official, or non-train/engine employee will be used to supplement, supplant, or substitute in the performance of service which is assigned to train/engine service personnel with the following exception:

Note: Railroad Officials will be permitted to perform work normally performed by train/engine employees where such work is “incidental work”, such as spotting to an industry or relieving a crew having run out of time within reasonable distance of the terminal provided there are no extra-crew persons rested and available within the terminal.

ARTICLE 2

Approval of Applications

- (a) Upon completing training and protecting the first tour of compensated service, an additional sixty (60) days shall commence extending the time during which the carrier may reject the application for employment. Applications rejected by the carrier must be declined in writing to the applicant during his/her probationary period or application shall be considered accepted. An application that is rejected any time within such period will result in termination of the employee’s relationship with the Company for all purposes, and shall not be subject to the provisions of this Agreement, including Articles 21 and 22.

(b) The Carrier will supply newly hired employees a copy of this Agreement and provide the contact information for such employees to the General Chairperson and Local Chairperson.

ARTICLE 3
Seniority

(a) The AGR will constitute a single seniority district. The seniority of Brakeman/Conductor shall date from the date of his employment with AGR in train service. The employee's name shall not, however, be added to the seniority roster until the employee has completed his/her probationary period as set forth in Article 2 of this agreement. Engineers shall establish seniority on the date they first perform service as an engineer with the AGR. Once an employee enters into engineer training, no other person hired subsequently or qualified subsequently can run around that employee for seniority purposes.

(b) There shall be two classes of service for employees working under this Agreement; Conductor and Engineer. Employees who have established seniority with the Company prior to January 1, 2006 have been placed on the Conductor's or Engineer's seniority roster based on the seniority date(s) established prior to that date. Employees hired after January 1, 2006 have a single seniority date, which is established on the first day of compensable service in train or engine service. Employees must be qualified to perform service in a craft. Where two or more employees begin work on the same day, they shall be ranked in order of the date of birth with the older being senior.

(c) Seniority rosters of employees showing date of employment and date qualified in a specific craft will be posted on bulletin boards at all designated terminals in January of each year. Employees must address errors or inaccuracies in the seniority roster within thirty (30) days of posting, with notification to the designated AGR Officer and the Local Chairman. The designated AGR Officer and the Local Chairman will thereafter review any protests and make any necessary revisions to the seniority roster and the revised roster shall be reposted with a copy furnished to the Local Chairman.

(d) An employee who has left the service of the Company of his/her own accord shall forfeit all seniority rights and shall not be reinstated. If such employee is rehired by the Company his/her seniority rights shall date from his/her first compensated service after rehire.

ARTICLE 4
Compensation

(a) Effective the first pay period on or following the date indicated, the basic hourly rate for Conductors and Engineers under this Agreement shall be as follows:

At signing*	1/1/2025	1/1/2026	1/1/2027	1/1/2028
\$31.50	\$32.45	\$33.42	\$34.76	\$36.15

A one-time signing bonus of two thousand dollars (\$2,000.00) will be paid by separate payroll check within sixty (60) days of Agreement signing to all active, non-probationary Employees.

(b) Ten (10) hours or less shall constitute a day's pay for which ten (10) hours pay shall be allowed. All hours over ten (10) in a scheduled work day will be paid at one and one-half (1½) times the hourly rate.

(c) Employees who perform covered service on their assigned rest day(s) will be paid at the rate of time and one-half for such service. There shall be no compounding of overtime in any case.

(d) New hire employees shall be compensated at ninety percent (90%) of the hourly rate of pay until it is determined by management the employee is fully qualified in the position assigned or not later than upon the completion of the probationary period set forth in Article 2. Employees who are required to train new employees in their craft will be paid an additional allowance of ten dollars (\$10.00) at the applicable rate of pay in addition to the trip or tour of duty. Employees designated to train such new employees shall be selected by mutual agreement between the parties.

(e) Employees covered under this agreement will be entitled to participate in the Company's 401(k) plan on the same terms as it is applied to other employees. Employees must meet the Plan eligibility requirements to participate.

ARTICLE 5

Exercise of Seniority and Reporting

(a) All exercise of seniority must take place at least five (5) hours before the starting time of the position to which seniority is exercised. Employees with displacement rights may displace employees their junior. The company will notify the employee displaced as promptly as possible; such employee will designate the junior employee he or she wishes to displace within four (4) hours after notification. If an employee fails to exercise displacement rights within the time period prescribed herein, such employee will be considered as having displaced the junior employee on the active working list.

(b) No pay will be allowed for any deadheading which results from changes made under this rule.

(c) With the exception of Article 17 (d), Adjust Starting Times, any permanent change in the starting time, rest days and on and off duty points will afford employees of that assignment displacement rights defined in this Article 5.

(d) In addition to other bidding and displacement rules, on April 1 and October 1 of each calendar year, employees will be permitted to exercise seniority to any position to which their seniority would entitle. A Pick Sheet will be posted in each terminal and employees will be required to select, in seniority order, a regular or GEB position within 48 hours prior to expiration of the picking period. Employees will assume their selected positions on the first Sunday following the close of the Pick Sheet period.

ARTICLE 6
Annulment of Assignments

When assignments are to be annulled on work days or holidays, employees assigned thereto shall receive at least twelve (12) hours notice, except in emergency conditions such as derailments, fire, or Act of Providence (flood, storm, etc.).

ARTICLE 7
Vacancies

(a) Assignments on newly established positions shall be considered permanent vacancies, also those created by retirement; death; dismissal; resignation; assignment vacated by employees taking other permanent vacancies; vacancies of more than thirty (30) calendar days; and, assignments vacated by employees exercising seniority under the provisions of Article 5.

(b) Temporary vacancies are those due to illness, injury, vacation, and all other reasons except those referred to in paragraph (a) above. When a temporary vacancy has been open thirty (30) calendar days, it will then be considered a permanent vacancy. Consistent with operational needs of the service, one (1) week vacation vacancies and other known vacancies of five (5) days or more will be filled, on a one-time basis, by the senior qualified employee in the craft making written request for the assignment. The rest days of the assignment preceding the first day of the vacancy may not be assumed by the senior qualified employee.

After working five (5) consecutive days of the vacancy, the employee filling the temporary vacancy may assume the two rest days of the assignment. However, if the employee observes paid leave during the workweek or is utilized on an assignment prior to assuming the hold down assignment and is not rested for the start time of that assignment, it will not disqualify him from the assigned rest days (including more than one workweek) during and/or following the hold down assignment. In addition, this exception will also apply if he is held off/laid in during the workweek, due to no fault of his own.

To apply for a "hold down" position, an employee who is the senior qualified in the craft must apply at least twelve (12) hours in advance of the known vacancy, and must be contacted of the awarded position at least four (4) hours in advance of the on duty time. Employees making written request will be eligible to bid/claim work at their first opportunity when they can fulfill the requirements of the job.

(c) Permanent vacancies shall be available for bid for a period of five calendar days. During this period, senior employees (regular or extra) may place themselves thereon, subject to being displaced by other senior employees (who have acquired a legitimate displacement right) before expiration of the five-day period. Permanent vacancies will be assigned to the senior qualified bidder. When no bids are received for a conductor vacancy, the vacancy will be filled by the junior qualified available extra employee at the point where the vacancy exists. If no such employee is available, the junior qualified extra employee from the nearest point will be assigned. If the position (engineer) cannot be filled, the junior employee assigned to a demoted position may be forced to accept this vacancy.

NOTE: A demoted position is any position held by qualified engineers on other than an engineer position.

ARTICLE 8
Job Assignments and Bidding Rule

- (a) Assignments that are created or become vacant will be posted for a period of five (5) consecutive days and will be awarded to the senior qualified bidder after 5:00 P.M. of the fifth (5th) consecutive day.
- (b) The senior qualified employee making application to the position becomes assigned. If no bids are received from qualified bidders, the nearest junior qualified employee may be assigned to the position.
- (c) An employee desiring to be considered for a posted position shall execute the appropriate job bid form, and deliver it to the proper supervisor prior to 5:00 P.M. of the fifth (5th) consecutive day of a bulletin.
- (d) Employees can move from their bid position only by bidding another vacant position, by exercising their seniority if their job is abolished, or if they are displaced by a senior employee exercising his/her seniority.
- (e) With the Company's consent, trading off will be permitted where mutually agreeable, between qualified employees for a period of not to exceed two (2) weeks, and not causing punitive pay.
- (f) Job bulletins will include a description of the territories the job will normally work, however, nothing contained herein is intended to restrict the carrier from using assigned or extra employees outside the defined territories of Job Bulletins.

ARTICLE 9
Reduction in Force

- (a) When forces are reduced, employees will be furloughed in reverse order of seniority.
- (b) When an employee is furloughed, it shall be his/her responsibility to file his/her telephone number and mailing address with the appropriate officer of the railroad within twenty-four (24) hours following furlough.
- (c) When forces are restored, employees will be returned to service in seniority order. Recall letters shall be sent to the last known address, by personal delivery or Certified Mail-Receipt Requested. An employee recalled to service shall be expected to respond by telephone within (5) days of receipt of notice, and shall report for work within fifteen (15) days; failing to respond in five (5) days by telephone or report within fifteen (15) days of the date of recall letter, shall terminate all seniority rights and employment relationship.

ARTICLE 10
Promotion

All employees hired after June 4, 2003 are required to train and qualify as both Conductor and Engineer. If an employee is unsuccessful in the first attempt to qualify, he/she will be afforded additional training and a second attempt to qualify. Failure to meet this qualification requirement will result in the loss of seniority and termination of employment. Opportunities for promotion will be offered in seniority order. Failing to receive sufficient applications, the junior eligible employee in train service will be assigned to the training program.

ARTICLE 11
Accepting Official Positions

(a) An employee(s) who accepts an official position with the Organization or a supervisory or official position with the AGR Railroad, or any of the other subsidiary companies with which it shares common ownership, on or after the effective date of this agreement will retain and continue to accumulate seniority in all crafts where seniority is held, provided such employee(s) pays a seniority maintenance fee to the Organization not to exceed an amount representing current union dues on the property. Failure to pay such seniority maintenance fee shall result in seniority being frozen with no accumulation unless or until the employee returns to the bargaining unit. Such employee(s) who voluntarily or involuntarily leaves such position and who returns to the Company within seven (7) days thereof will be permitted to exercise seniority in accordance with the provisions of this Agreement in accordance with their seniority (frozen or unfrozen, as the case may be) as of that time.

(b) Failure of an employee(s) to return to service following the expiration of the seven (7) days described in paragraph (a) above, or to make other arrangements with the approval of the General Manager – AGR Railroad and the General Chairman – SMART-TD, will be considered a forfeiture of seniority.

ARTICLE 12
Laying Off and Reporting

Regular employees reporting for service after an absence must do so at least four (4) hours in advance of the starting time of their regular assignment.

ARTICLE 13
Employee Leaving Service

(a) An employee leaving the service of the Company of his own accord will forfeit all seniority rights and benefits. If he is re-employed by the Company his benefits will be based upon the date and time he first performs service for the Company after re-employment

(b) An employee who is discharged for cause or who is discharged during the probationary period will forfeit all seniority rights and benefits, provided, however that the Company may reinstate such an employee with benefits established at the date of return to service.

ARTICLE 14
Leave of Absence

- (a) Employees who are beyond the probationary period may be granted a written leave of absence without pay of up to thirty (30) days upon the approval, and at the discretion, of the General Manager.
- (b) Any employee on leave of absence from the Company may not work for another employer unless approved in advance by the General Manager. Acceptance of gainful employment with another employer without the General Manager's approval during any leave of absence will result in termination.
- (c) A leave of absence without pay will be granted to any employee who is drafted or is called into active military duty, in accordance with the provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA). The employee's salary will be paid through his last day worked, and payment will be made for vacation earned but not taken in the current calendar year.
- (d) A leave of absence without pay will be granted to an employee for the purpose of military reserve training. Such leave will be granted for the length of time necessary to complete the training, but not to exceed thirty (30) days in one governmental fiscal year, which is October 1 through September 30.
- (e) Employees accepting an official position with AGR or any of its corporate affiliates, or an elective or appointive position with a State Commission, the Surface Transportation Board or engaging in SMART-TD Committee or Legislative work including Local, General, or Grand Lodge Officers, will, upon request, describing the nature of their work, be granted leave of absence by letter for period so employed, including a thirty (30) day separation period prior and subsequent to duration of assignment.
- (f) Leave of Absence for longer than thirty (30) days must have the written approval of the SMART-TD General Chairman. An employee who is absent from work on leave of absence for more than thirty (30) days will be required to successfully complete a rules test before returning to work. Employees on leave of absence for 30-days or more for medical reasons will also be required to successfully complete a return to duty physical examination at the Company's expense before returning to work.
- (g) An employee who fails to obtain an extension of a leave of absence in accordance with this Article, or to report for service at the expiration of such leave of absence, except in a situation where an employee's return to service has been unavoidably delayed, shall forfeit his seniority and employment relationship with the Company.
- (h) An employee who is absent without authority, fails to exercise seniority, or otherwise fails to protect his or her employment, and who fails to provide compelling evidence of the reason for such absence, will, after five (5) days, be considered to have resigned from service.

ARTICLE 15
Jury Duty

It is recognized employees are subject to being called for jury duty at any time. When an employee receives a summons to serve on a jury, he/she should inform and submit a copy of the summons to their supervisor as soon as possible so that arrangements can be made for another employee to protect the work absence. While an employee is serving on the jury, the Company will pay the difference between jury duty pay and what the employee would have made had they been at work, up to two (2) weeks per year.

ARTICLE 16
Duty Location

- (a) Employees shall have a designated point for going on and off duty.
- (b) When employees are relieved at points other than the point of going on duty, the Company shall provide transportation to the appropriate duty point, and employee's pay shall continue until returned to the designated on or off-duty point.
- (c) When working at other than the designated point for going on and off duty, the Employee may choose to provide his own transportation to and from that location with reimbursement at the Company's standard driving allowance (IRS rate).
- (d) When an employee is tied up at other than his designated home terminal for a period of less than twenty-four (24) hours, he shall receive a meal allowance of thirty-five dollars (\$35.00) and lodging. An employee tied up for a period exceeding twenty-four (24) hours, will receive an additional thirty-five dollars (\$35.00) meal allowance for each additional twenty-four (24) hour period in addition to lodging. Extra employees called to work at outlying points within forty (40) miles of the home terminal may, in lieu of lodging, claim reimbursement for such mileage at the IRS rate. This provision shall not apply to training away from the AGR, covered in (e) below.
- (e) When training is required away from the AGR, employees will be reimbursed for actual, reasonable and necessary travel, lodging and meal expenses in accordance with AGR travel and expense policy and if not otherwise provided. Any approved travel via personal auto will be reimbursed at the current IRS mileage rate.

ARTICLE 17
Starting Time of Assignments

- (a) The starting time of an employee shall commence at the time required to report for duty and pay shall continue until the time relieved from duty.
- (b) An employee without a designated starting time shall be called not less than two (2) hours prior to the time required to report for duty, except in cases of emergency, such as floods, accidents, storms, etc., where employees shall be required to report as soon as possible. By mutual consent, the parties may agree on a time other than two (2) hours.

(c) Employees must designate a telephone number at which they can be reached for the purpose of being called.

(d) The Company may adjust the starting time of an assignment if the crew is notified at least four (4) hours prior to the adjusted starting time or prior to the end of the previous tour of duty when the need to do so is known. The adjusted starting time will not be more than two (2) hours before or after the bulletined starting time. An assignment which has its starting time adjusted under this rule for five (5) consecutive days will, if requested by one or more assigned members of the crew, be re-bulletined.

(e) Freight Pool assignments, as referred to in Article 29, without bulletined starting times and rest days will be used on a first-in, first-out basis, except that one away-from-home crew will be called ahead of a home terminal crew if rested.

ARTICLE 18 Work Week

(a) Regular assignments, except for pool assignments, of employees covered by this agreement shall be bulletined for no less than five (5) calendar days per week, except that it is understood the Company may establish relief assignments of five (5) days per week at any location. The rest days shall be consecutive. All employees on regular assignments will be guaranteed the opportunity to work five days per week. Any non-compensated leave will nullify the five day guarantee for that week.

(b) The work week for regularly assigned employees shall commence on the first day on which the assignment is bulletined to work. The work week for extra board employees shall commence on Sunday of each calendar week.

(c) Employees assigned in pool service will be guaranteed the opportunity to work ten (10) days in each bi-weekly pay period.

ARTICLE 19 Called and Not Used

An employee who is called and reports will be paid four (4) hours pay; if held for service will be allowed a minimum of ten (10) hours pay. If an employee is called and released prior to leaving home, no compensation will be paid. The Company is not required to call employees on assignments.

ARTICLE 20 Bulletin Boards

The Company will provide a location for Union bulletin boards at all home terminals located at the on-and-off duty points. These Union bulletin boards shall be consistent in size with the Company bulletin boards for railroad information.

ARTICLE 21
Claims and Grievances

Note: The carrier will not furnish copies of corrections made to time and delay reports to the local committee.

(a) All claims or grievances must be presented in writing by or on behalf of the employee involved to the company within thirty (30) days from the date of the occurrence on which the claim or grievance is based. Should any such claim or grievance be disallowed, the company shall within thirty (30) days from the date same is filed, notify the employee and the Local Chairman of the reasons for such disallowance. If not so notified, the claim or grievance shall be considered valid and settled accordingly, but this shall not be considered as a precedent or waive of the contentions of the company as to other similar claims or grievances.

(b) If a disallowed claim or grievance is to be appealed to the highest officer designated to handle claims or grievances, such appeal must be taken within sixty (60) days from receipt of notice of disallowance from the first officer of the company. Should any such appeal be disallowed, the company shall within sixty (60) days from date same is filed, notify the employee or his/her representative making the appeal, of the reasons for such disallowance. Failing to comply with these provisions, the matter shall be considered closed, but this shall not be considered a precedent or waiver of the contentions of the employees or company as to other similar claims or grievances.

(c) Decision by the highest officer designated to handle claims and grievances shall be final and binding unless within sixty (60) days from the date of disallowance specified in paragraph (b) above the company is notified in writing their decision is not accepted and a conference is requested. If following a conference discussion the claim or grievance remains disallowed the parties will have nine (9) months to commence the process to adjudicate the claim or grievance in accordance with the provisions of the Railway Labor Act, as amended.

ARTICLE 22
Hearings and Discipline

GENERAL

Train and engine service employees will not be disciplined without first being given a fair and impartial investigation except as provided below.

NOTICE

Within 10 days of the time the appropriate company officer knew or should have known of an alleged offense, the employee will be given written notice of the specific charges against him or her. The notice will be sent by certified US Mail, UPS or FEDEX overnight, or hand delivered or hand delivered to the last known address of the employee. The notice will state the time and place of the investigation and will be furnished sufficiently in advance to allow the employees the opportunity to arrange for representation by an Organization representative(s) and witnesses. A copy of the notice will be furnished to the SMART-TD Local Chairman.

WAIVER

Prior to the investigation, the parties may agree to arrange for an informal conference to discuss the alleged offense. Such informal conference may be either in person or by telephone. If such informal conference results in the proposed discipline being dropped, no further action will be taken.

INVESTIGATION

(a) Unless postponed for good cause, with the concurrence of the other party, the investigation will be held no later than 10 days after the date of the notice. Concurrence will not be unreasonably withheld.

(b) When practicable, the investigation will be held at the employee's location of employment. When that is not practicable, the investigation will be held at a location which will minimize the travel, inconvenience and loss of time for all employees involved. When an employee is required to travel to an investigation at other than his or her place of employment, the employee will be reimbursed for actual, reasonable and necessary expenses incurred.

(c) At the investigation, the employee and/or the SMART-TD representative will be afforded the opportunity to examine or cross-examine all witnesses. Such examination will extend to all matters under investigation.

(d) The investigation will be recorded and transcribed. Copies of transcript will be furnished to the employee and the SMART-TD Local Chairman no later than the date discipline is issued. If the accuracy of the transcript is questioned and the investigation was electronically recorded, the tapes shall be examined and, if necessary, the transcript will be corrected.

DECISION

(a) A written decision will be issued no later than 25 days after completion of the hearing. The decision will be sent by certified US Mail, UPS or FEDEX overnight, or hand delivered to the last known address of the employee and a copy of the notice will also be furnished to the SMART-TD Local Chairman.

(b) If the employee is found not at fault, the employee will be paid for all time lost and any notation of the investigation will not be placed on the employee's personal record.

APPEALS

(a) If the employee is not satisfied with the decision, the SMART-TD General Chairman may appeal to the designated carrier officer within 60 days from the date of the decision. If not appealed within 60 days the matter will be considered closed.

(b) The designated carrier officer will respond to the appeal within 60 days from the date of the SMART-TD General Chairman's appeal. If the officer fails to respond within 60 days, the employee will be paid for any time lost and the employee's record will be cleared of the discipline at issue.

(c) If the employee is dissatisfied with the decision, proceedings for final disposition of the case under the Railway Labor Act must be instituted by the employee or his or her duly authorized representative within six months of the date of that decision or the case will be considered closed and the discipline will stand as issued, unless the time limit is extended by mutual agreement.

MISCELLANEOUS

(a) If a dispute arises concerning the timeliness of a notice, decision or appeal, the postmark on the envelope containing such document or date of receipt for hand delivery shall be deemed to be the date of such notice or decision.

The Carrier will have the responsibility of producing sufficient witnesses to develop the facts concerning the incident or occurrence being investigated and the notice of hearing shall include the name of each person receiving the notice and the name of all witnesses known at the time of the notice that the Carrier intends to have in attendance at the hearing. The employee or the employee's representative must bring to the attention of the responsible Carrier Official, the name or names of other witnesses who may provide material facts.

(b) Employees attending an investigation as witnesses at the direction of the carrier will be compensated for all time lost and, in addition, will be reimbursed for actual, reasonable and necessary expenses incurred. When no time is lost, witnesses will be paid for actual time attending the investigation with a minimum of two hours.

(c) Employees may be counseled by their supervisor for a variety of reasons or instances that require corrective action. A follow-up letter may be placed on the employee's personal file, which details the counseling session. Such letter of counsel is not considered formal discipline.

ARTICLE 23

Attending Court, Inquests and Company Hearing

When by request of the Company, employees covered by this Agreement are used as witnesses at inquests or suits brought or defended by company, or other company business, they will be paid for actual time lost and reimbursed actual expenses. Time lost is defined to include personal time consumed when not actually in company service but involved in company operations.

ARTICLE 24

Bereavement

(a) The purpose of bereavement leave is to provide full-time regular employees with time off from work to attend the funeral of a family member and to handle personal affairs. Employees should immediately contact their supervisor when such an occurrence arises, and must be prepared to offer evidence of attendance, distance, immediate family relationship, etc. The employee should return to work on the first regularly scheduled day of work following the end of the approved leave.

(b) Effective January 1 following signing of this Agreement, employees will receive an amount equal to a regular day's pay at their regular rate of pay for a maximum of three (3) days to attend

the funeral of an immediate family member. Immediate family is considered to be a spouse, child, stepchild, grandchild, parent, stepparent, parent-in-law, sibling, stepsibling, sibling-in-law, grandparent or spouse's grandparent. Compensation will be for the time missed from work during a scheduled work day. The three (3) days may be applied to those days before the funeral and where necessary for travel or other justified compelling reasons the day after the funeral. Though not eligible for paid bereavement, absence shall be excused on the funeral date of the employee's aunt, uncle or individual for whom he/she serves as pallbearer.

(c) If additional time off is required due to extensive travel or to administer estate responsibilities, an employee may request an extension from his or her supervisor and use accrued vacation. Employees may be asked to provide a copy of the death certificate or a copy of the obituary as documentation.

ARTICLE 25

Extra Board

(a) The Company shall maintain an extra board for Conductors, Brakemen and Engineers to fill vacancies. When an extra board employee is used to fill a temporary vacancy away from his/her home terminal, that employee may be required to remain on that vacancy for the duration of that assignment's work week, of not to exceed five (5) days. At the time of the call, extra board employees will be notified whether they are being called for a single day, or for the duration of the work week. This rule is not applicable to extra employees claiming temporary vacancies at outlying points.

(b) The Company may establish extra boards at designated locations after notifying the Local Chairman. Unless otherwise agreed to locally, employees on extra boards for the entire pay period shall be guaranteed the opportunity to work ten (10) days during such pay period. Any non-compensated leave will nullify the guarantee for that pay period.

(c) All extra boards shall operate on a first-in first-out basis.

(d) Extra employees shall be called for service not less than two (2) hours before the time required to report for duty. By mutual consent, the call may be less than two (2) hours.

(e) Extra employees who are called for service and are unavailable, shall be placed last out on the board.

(f) The Company shall maintain sufficient extra employees and regulate the extra boards taking into consideration the following:

1. Service requirements.
2. Adequate relief for regular employees.

(g) In the event the extra board is exhausted, the Company may elect to fill the vacancy with the nearest senior available qualified employee. If the extra board is exhausted and the Company chooses not to use other employees, the job with said vacancy may be annulled.

1. When employee is deadheaded to an outlying point or terminal where no extra board is maintained to protect a vacancy, such employee may be held at such outlying point or terminal for a period of time not exceed six (6) calendar days, with the understanding that on any calendar day not used to perform service, he will be allowed one (1) basic day at the rate paid for the last service performed.

2. While the employee is being held at such outlying points or terminal, he may be used to protect any service to which seniority rights entitle him and for which he is qualified and available to perform under the Hours of Service Law.

3. It is understood the employee whose vacancy at the outlying point or terminal is being filled must mark up for duty prior to the time his assignment ties up on the previous tour of duty.

(h) The provisions of Rule 16(c) will apply when outlying point exceeds thirty (30) miles from his/her home terminal. Reimbursement for use of personal vehicle will be paid when used for deadheading at the Company's standard driving allowance (IRS rate).

(i) When an extra board employee misses a call or marks off, he will not be allowed to mark up for a period of at least twelve (12) hours. The Company may however, call the employee before the expiration of the twelve (12) hours and see if he is available for service, providing the extra board is exhausted.

(j) When an extra board employee marks off on call or four (4) hours prior to being called, that employee will not be allowed to mark up until the employee filling the vacancy has returned to the terminal. At that time the employee who marked off will be marked up behind the employee filling vacancy. In the event the assignment is a work train or other job that will not return to the home terminal, the employee who marked off may relieve the employee that accepted the call after the first day's work. If an employee elects to relieve the employee covering the vacancy there will be no mileage expense and no time for deadheading allowed. The first employee protecting the vacancy will be paid regular expenses for the trip, including expenses that may be allowed the crew deadheading.

(k) The Extra Board workweek will begin on Sunday and conclude on Saturday. Each Extra Board position will be assigned one (1) rest day each week. The rest days will be assigned by the Carrier and will be the same each week. Changes in the rest day will be made in accordance with Article 8.

NOTE: "Rest day" is defined as a twenty-four (24) hour period beginning at 0001 to 0001 the following day or a twenty-four (24) hour period from the time released from last shift worked, if that last shift continues into the scheduled rest day. For example, an employee released from his last shift worked at 07:59 and receiving a call for a 07:59 position the following day is not entitled to rest day compensation.

ARTICLE 26
Holidays and Personal Leave Days

(a) The following holidays will be observed:

COMPANY PAID HOLIDAYS

New Year's Day	Labor Day
President's Day	Thanksgiving Day
Good Friday	Friday After Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Eve Day
	New Year's Eve Day

(b) An employee shall be eligible for holiday pay if the employee has worked on the last scheduled workday prior to the holiday, is available during the holiday and on the first scheduled day immediately following the holiday. If any of the recognized holidays fall during an eligible employee's scheduled vacation or pre-approved personal leave, he or she will be compensated for the holiday.

(c) Qualifying employees will be paid one day's pay at the rate of their normal assignment.

(d) If a holiday falls on a scheduled work day, all employees shall, consistent with the requirements of service, be given the day off and receive a basic day's pay at the hourly rate of the position which that employee would have worked. If a holiday does not fall on a day regularly scheduled work day, the employee shall receive a basic day's pay at the hourly rate of the position last worked prior to the holiday.

(e) An employee working on observed holiday will be paid one and one half (1 ½) times the straight time hourly rate in addition to the holiday pay.

NOTE: When any of the above holidays fall on a Saturday it will be observed on Friday and if it falls on Sunday, it will be observed on Monday.

(f) For Extra Board Employees not working the holiday, holiday pay will not count towards their guarantee.

(g) An employee qualifies for holiday pay ninety (90) days after their start date. An employee on short-term or long-term leave without pay is not entitled to holiday pay.

(h) Personal Leave Days - Effective January 1 following signing of this Agreement:

A. *Employees are entitled to personal leave as follows:*

Up to five (5) years of service:	Six (6) days per year
More than five (5) years of service:	Seven (7) days per year

Personal days are paid at the basic daily rate for each day and must be used within that calendar year.

B. Employees must make their request with their immediate Supervisor at least twenty-four (24) hours prior to intended use of this personal leave day.

C. An Employee qualifies for Personal Leave ninety (90) days after their start date.

ARTICLE 27
Vacation

(a) Regular full-time employees are eligible for paid vacation after they have completed 30 days of service. Vacation time is prorated on the number of active pay periods within the year and must be taken during the calendar year in which it is earned. The maximum number of days you can earn in a given calendar year is based upon your years of continuous service with the Company. Years of service are based on the number of completed years from your hire date as a regular full-time employee. An employee must perform compensated service on 60 or more days in each year for such year to count as a year's service.

(b) Vacation pay for hourly employees is calculated at each employee's straight-time hourly pay rate multiplied by the number of hours the employee would normally have worked on the vacation day. Paid vacation will not be counted as hours worked for the purpose of determining overtime.

(c) Scheduling vacation – Employees will be required to submit vacation requests before December 1 of each year. Vacations must be taken from January 1 to December 31. If assigned vacation is to be advanced or deferred, the employees will be given as much advance notice as is reasonably possible. If an employee cannot be released for vacation, that employee will be paid for vacation due, in addition to pay for service performed. Effective January 1 following signing of this Agreement, the Local Chairman or designee will be paid one (1) basic day to assist with establishing the next year's vacation calendar for submission to the AGM for approval by December 16. The Carrier will indicate the total number of Employees who may be granted vacation on any given day.

(d) In a given calendar year employees may take vacation days before they have earned them. However, should such employee leave the Company for any reason without having rendered enough compensated service to have earned all the days used, the unearned days will be deducted from the employee's final paycheck.

Effective January 1 following signing of this Agreement:

1 to 5 years of service	13 days (130 hours)
After 5 years of service	16 days (160 hours)
After 10 years of service	19 days (190 hours)
After 15 years of service	21 days (210 hours)

For example, an employee hired on July 1, 2014 would begin to accrue the higher rate for vacation as of July 1, 2019.

(e) Employee shall not be entitled to compensation for any accrued, but unused vacation time at the end of each year. In the event the Company cannot grant the employee time off for vacation during the year, the employee shall be allowed to carry over accrued, but unused, vacation time at the end of such year, with prior approval from the employee's supervisor. (No more than 10 days, taken by the first quarter).

(f) If vacation is unused because of death, furlough, or military service, you (or your survivors) will be paid for any accrued unused vacation.

ARTICLE 28

Health and Welfare

(a) Employees covered by this agreement shall be eligible for health insurance benefits, which are contained in the plans that the Company participates in. These benefits will be applied on the same terms as they apply to other employees of the AGR and other G&W properties.

(b) Employees will be provided booklets defining hospital, medical and dental benefits for themselves and their dependents.

(c) The Health and Welfare benefits may change from time to time, however, employees will be notified in advance of any change. No changes will be made unless changes are made for all Company work forces under the plan.

ARTICLE 29

Freight Pool

(a) The Company may operate freight pool service for other than assigned yard and switch runs. At locations where freight pools are established, pools will be advertised and crews placed in the service will be identified by number. The crews assigned to such service will protect all unassigned service, i.e., through freight, local, relief service, work and wreck trains.

(b) More than one (1) freight pool may be established on the property. Each freight pool established will have a designated home terminal.

ARTICLE 30

Equipment Supplies, Ice and Water

(a) The Company will provide the necessary equipment and supplies required by employees during their tour of duty, including boots, lanterns, and personal protective equipment.

(b) The Company will provide employees with a personal water container, suitable drinking water and ice.

(c) Engines shall be cleaned and supplied. Employees occupying engines shall be required to maintain good housekeeping, while in their use. It is permissible to require operating employees to clean or supply the engine used for their assignment.

(d) On duty facilities shall comply with any and all Federal, State, and/or local statutes applicable to said facility.

ARTICLE 31
Physical Examinations

(a) Employees covered by this Agreement may be required to take physical examinations at the Company's expense.

(b) If such employee is found to be physically disqualified by the examining physician and the Organization is of the opinion that such employee's condition does not justify removal from the service or restriction of his rights to service, appeal will be made to the designated officer of the Company for a joint medical board to be established.

(c) The employee involved will select a physician to represent him and the Company will select a physician to represent (who may be the original examining physician) in conducting a further physical examination. If the two (2) physicians thus selected shall agree, the conclusion reached by them as to the employee's physical condition will be final.

(d) If the two (2) physicians selected do not agree as to the physical condition of such employee, they will select a third physician to be agreed upon by them, who shall be a practitioner of recognized standing in the medical profession and a specialist in the disease or ailment from which the employee is alleged to be suffering. The three (3) physicians thus selected will examine the employee and render a report with reasonable promptness, setting forth his physical condition and their opinion as to his fitness to continue service in his regular employment, which shall be accepted as final. Should the decision be adverse to the employee, and it later appears through medical findings that his condition has improved, a re-examination by the original examining physician will be arranged after a reasonable interval upon the request of the employees or the Organization.

(e) The Company and the employees will each share equally the expenses of the third physician.

(f) If for any other reason related to Company service, an employee is required to take a physical examination, the expense of that examination shall be covered by the Company.

Nothing contained in this rule shall prevent the company from its compliance with all applicable Drug and Alcohol regulations.

ARTICLE 32
Attending Rules Classes

(a) Employees (regular or extra) who are required to attend rule, rule re-certification, or instruction classes on their own time shall be paid for time consumed, with a minimum of four (4) hours for each attendance.

(b) Employees who are required to attend rule, rule re-certification or instruction classes during a normal tour of duty will not be paid additional compensation.

(c) Employees (regular or extra) who lose time as a result of being required to attend rule, rule re-certification, medical, or instruction classes shall be paid for all time lost at their regular rate of pay.

ARTICLE 33 Union Shop Agreement

(a) It shall be a condition of employment that all employees of the Company covered by this Agreement who are members of the Union in good standing and those who are not members on the effective date of this Agreement shall, on the one hundred twenty-first (121st) day (or such longer periods as the parties may specify) following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date, shall on the one hundred twenty-first (121st) day following the beginning of such employment become and remain members in good standing in the Union.

(b) The Company will within three (3) working days after receipt of notice from the Union, discharge any employee who is not in good standing in the Union as required by paragraph (a) of this Article.

ARTICLE 34 Union Dues Deduction

(a) Subject to the conditions set forth, the Company will deduct all sums for periodic union dues, assessments and insurance premiums payable to the Union by members of the Union employed by the Company, from wages earned in any services, upon written and un-revoked authorization of a member in the form agreed upon by the parties.

(b) Payroll deduction authorizing forms may be revoked by executing the form agreed upon by the parties.

(c) Both authorization and revocation forms shall be reproduced and furnished to its members by the Union. The Union shall be responsible for execution of the authorization forms by the members and for delivering such forms to the Company. In like manner, revocation forms shall be furnished by the member to the Union, which shall be responsible for its delivery to the Company.

(d) Deductions shall be made by the Company in accordance with a deduction list furnished to the Company by the Union. Such lists, together with authorization and revocation forms, shall be furnished to the Company on or before the tenth (10th) day of each month in which the deduction or termination of deduction is to become effective. The original lists furnished shall have the member's name and social security number and the amount to be deducted. Thereafter, two lists shall be furnished each month to the Company showing the following.

1. A list showing the amount to be deducted from each member for the current month, along with the names of members from whose wages no further deductions are to be made, which shall be accompanied by revocation forms signed by each member so listed.
2. A list showing additional members from whose wages the Company shall make deductions as herein provided, together with authorizing forms signed by each member so listed. Where there are not such additional members, the list shall so state.

(e) Deductions as provided herein will be made monthly by the Company from wages due members in the second pay period in each calendar month and the Company will, subject to the paragraph (f) hereof, remit to the Union the total amount of such deductions on or before the first day of the month following the month in which such determinations are made. With such remittance the Company will furnish the Union a statement showing members from whom deductions were made and the amount of deductions.

(f) In the event earnings of a member are insufficient (after deduction of all appropriate federal, state and municipal taxes, premiums on insurance, other deductions required by law, such as garnishments and attachments, and amounts due the Company by the employee) to permit the full amount of deductions, no deduction will be made.

ARTICLE 35 Crew Consist

All crews will operate with no less than one (1) Conductor and (1) Engineer.

ARTICLE 36 Deadheading

(a) Employees who are called to deadhead will be allowed actual and necessary time consumed in deadheading to and from their designated tie up point.

(b) A combination of service and deadhead is permissible when the time is computed as continuous, provided that not less than one (1) minimum day's pay is allowed for the combination.

(c) Deadheading resulting from the exercising of seniority will not be paid for.

(d) The time elapsed between the extra board and on-duty locations are as shown on the attached "Deadhead Table" and will equate to the corresponding payment for Deadheading each way.

ARTICLE 37 Lunch

(a) Operating crews will be allowed a reasonable meal period which should not exceed thirty (30) minutes per day of reportable service. The time this meal is taken or the decision to not take

this meal is subject to management approval. This will be considered compensable time for payroll purposes.

(b) If no meal period is taken, train crews will be paid \$15.00 per daily assignment worked in lieu thereof. Separate payments for such will be made by time claim each pay period, and are not subject to future general wage increases. Yard jobs that have access to facilities and any jobs working less than eight (8) hours are not entitled to the \$15.00 payment in lieu of meal period. Employees must obtain management approval, or work a job preapproved for such by bulletin, to obtain the payment in lieu of meal.

ARTICLE 38
Effect Date of Agreement

(a) This Agreement shall become effective upon date of execution, except as specifically provided for herein and shall remain in effect until and unless changed under the provisions of the Railway Labor Act, as amended.

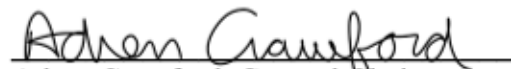
(b) The parties signatory hereto shall not serve nor progress prior to January 1, 2028 (not to become effective prior to January 1, 2029) any notice or proposal for changing any provisions contained herein.

(c) The provisions under paragraph (b) above shall not bar the Company and the Organization from agreeing upon any subject or mutual interest.

(d) The parties signatory hereto agree to meet as often as necessary to resolve any controversy or dispute which may arise as to the application or interpretation of the Rules contained herein.

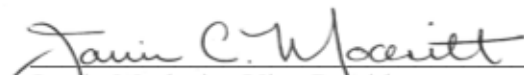
Signed this 15th day of October, 2024.

For SMART-TD:


Adren Crawford, General Chairperson

For Alabama & Gulf Coast Railway:


Rob Anderson, President


Jamie Modesitt, Vice President

AGR Deadhead Time Allowance Table

		<u>Maximum Allowable Time</u>
From: Fountain, AL	To: Cantonment	1 hour 45 minutes
	Pensacola	2 hours 15 minutes
	Atmore	1 hour 15 minutes
	Monroeville	10 minutes
	Hybart	45 minutes
	MacMillan	1 hour 20 minutes
	Magnolia	1 hour 20 minutes
From: Cantonment, FL	To: Pensacola	30 minutes
	Atmore	45 minutes
	Mobile	1 hour 30 minutes
	Monroeville	1 hour 30 minutes
	Fountain	1 hour 40 minutes
	Hybart	2 hours 30 minutes
	Macmillan	2 hours 45 minutes
From: Pensacola, FL	To: Cantonment	30 minutes
	Atmore	1 hour 15 minutes
	Monroeville	2 hours
	Fountain	2 hours 10 minutes
	Hybart	3 hours
	MacMillan	3 hours 15 minutes
	Magnolia	3 hours 45 minutes
From: Magnolia, AL	To: Fountain	1 hour 20 minutes
	Linden	30 minutes
	Demopolis	1 hour
	Aliceville	2 hours
	Columbus	2 hours 45 minutes
	Amory	3 hours 30 minutes
	Mobile	2 hours
From: Demopolis, AL	To: Amory	2 hours 30 minutes
	Columbus	1 hour 45 minutes
	Aliceville	1 hour
	Linden	30 minutes
	Magnolia	1 hour
	Fountain	2 hours 20 minutes
	Mobile	3 hours
From: Aliceville, AL	To: Amory	1 hour 30 minutes
	Columbus	45 minutes
	Demopolis	1 hour
	Linden	1 hour 30 minutes
	Magnolia	2 hours
	Mobile	3 hours 45 minutes
	Fountain	3 hours
From: Columbus, MS	To: Aliceville	45 minutes
	Amory	45 minutes
	Demopolis	1 hour 45 minutes
	Linden	2 hours 15 minutes
	Magnolia	2 hours 45 minutes

Side Letter No. 1

Mr. Doyle K. Turner
General Chairman, UTU

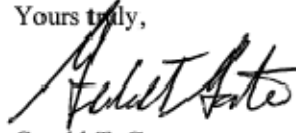
Reference: Article 36 - Deadheading

Dear Mr. Turner:

This relates to discussions during bargaining regarding employees deadheaded from Mobile to Magnolia for rest so they will be fully rested to protect vacancies on a through freight assignment at Magnolia on the following day. Under these specific circumstances, the employee so used will be allowed 5 straight time hours for the deadhead trip.

If this accurately sets forth our understanding in this matter, please indicate your concurrence by signing below.

Yours truly,



Gerald T. Gates
President
Alabama & Gulf Coast Railway

I agree:



General Chairman, UTU

Side Letter No. 2

Willie A. Thomas, Jr.
General Chairman, SMART-TD

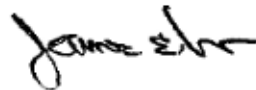
Reference: Annual Hourly Incentive Compensation Plan

Dear Mr. Thomas,

As you were previously notified, the Alabama & Gulf Coast Railway LLC adopted a new Annual Hourly Incentive Compensation Plan for its hourly craft employees effective January 1, 2019 to which SMART-TD assented.

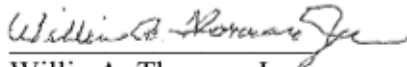
To restate our previous understanding, represented employees may participate in the program under the same terms and conditions as non-represented employees. Note, the Carrier reserves the right to modify, amend, supersede or terminate this Plan at any time; any changes will apply to all employees participating in the Plan.

Please indicate your concurrence below.



James E. Irvin
President

I agree:



Willie A. Thomas, Jr.
General Chairman, SMART-TD