

AGREEMENT

BETWEEN

THE KANSAS CITY SOUTHERN RAILWAY COMPANY
THE ARKANSAS WESTERN RAILWAY COMPANY
FORT SMITH AND VAN BUREN RAILWAY COMPANY
LOUISIANA & ARKANSAS RAILWAY COMPANY



AND

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES



Effective January 1, 1947 (KCS)
Effective February 1, 1947 (L&A)
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RULE 1
Scope

These rules govern the hours of service, working conditions, and rates of pay of employees in the Maintenance of Way & Structures Department in the sub-departments shown below:

(a) Bridge and Building sub-departments:

- (1) Bridge and Building Gangs
- (2) Scale Gangs
- (3) Water Service Gangs

(b) Track sub-departments:

- (1) All steel gang, extra gang, and section foremen, assistant foremen, and laborers in their respective gangs.
- (2) Frog Shop foremen, welders and track work mechanics doing work in the field and in Maintenance of Way shops, and their helpers and laborers.
- (3) Gas and electric welder foremen, welders, welder helpers, laborers, and surface grinder operators.
- (4) Motor car, roadway machine and power tool foremen and mechanics doing work in the field and in Maintenance of Ways shops, and their helpers and laborers.
- (5) Operators of steam shovels, ditching machines, clam shells, spreaders, weed sprayers, ballast discers, cranes, multiple ballast tampers and other machines, except power tools, helpers and laborers doing Maintenance Department work.

(c) Miscellaneous Employees sub-department:

Crossing watchmen, bridge and MW&S material yard watchmen without police authority; pumpers; park attendants; treating plant attendants; lamptenders; and drawbridge operators.

RULE 2
Seniority

2-1. The seniority rules do not apply to positions in sub-department (c).

2-2. Seniority shall begin at the time the employee's pay starts in the seniority district in the sub-department in which employed, except as follows:

(a) Seniority of employees assigned to bulletined positions will

date from the day of their first service resulting from their assignment on the bulletined position, except that when an employee so assigned fails to qualify on such bulletined position within sixty (60) calendar days, he will not acquire a seniority date as a result of filling such position. (11-1-67)

- (b) Carriers shall have 60 days from date of employment within which to disapprove an employee's application.
 - (c) Seniority dates established in accordance with this Rule 2-2 shall thereby be established also in lower classifications in the sub-department unless an earlier date has already been established.
- 2-3. Seniority rights of employees to new positions and vacancies as set forth in Rule 11 shall be restricted to their respective sub-departments and territories.
- 2-4. When two or more employees enter upon their duties in the same group or class on the same date and time, on the same seniority district, the ranking officer in charge of the district will designate the respective rank of such employees.
- 2-5. Seniority rosters will be prepared on the basis of divisions, as follows:

SYSTEM

- (a) Scale Gangs.

ENTIRE KCS RAILWAY (including Milwaukee-KCS Joint Agency, Arkansas Western Railway and Fort Smith and Van Buren Railway).

- (a) Bridge and Building Gangs
- (b) Water Service Gangs
- (c) Track Foremen
- (d) Assistant Track Foremen
- (e) Frog Shop Employees
- (f) Gas and Electric Welding Employees
- (g) Motor Car Shop forces
- (h) Roadway Machine Operators and Helpers (except power tools)
- (i) Pile Driver Operators and Helpers

MILWAUKEE-KCS JOINT AGENCY

- (a) Track Laborers

ENTIRE KCS RAILWAY (excluding Milwaukee-KCS Joint Agency)

- (a) Track Laborers

ENTIRE L&A RAILWAY

- (a) Bridge and Building Gangs
- (b) Composite Forces
- (c) Track Foremen
- (d) Assistant Track Foremen
- (e) Welding Forces
- (f) Motor Car and Roadway Machine Mechanics and Helpers
- (g) Roadway Machine Operators and Helpers (except power tools)
- (h) Pile Driver Operators and Helpers
- (i) Track Laborers

Note: Power tools include tie adzers, unit tie tampers, bolt tighteners, joint oilers, cross grinders and other mechanical tools, machines or devices generally operated by employees in track or other gangs performing the work requiring use of such tools.

RULE 3

Force Reduction and Restoration

- 3-1. Reduction of force shall be made in reverse of seniority in each classification on any gang affected thereby, and employees cut off may exercise rights set forth in Rule 3-2 and Rule 3-5. Employees affected either by position being abolished or by being displaced, may if qualified, displace junior employees on their respective rosters.
- 3-2. In the reduction of forces laborers may exercise displacement rights only as follows:

Bridge & Building laborers may displace other B&B laborers junior in service on the system, including the Joint Agency. Track laborers

may displace other track laborers junior in service on their respective rosters. (11-1-67)

3-3. (a) Displacement rights referred to in Rules 3-1 and 3-2 shall be requested in writing to their immediate superior with copy to the Division Engineer and General Chairman within ten (10) days from date affected by such force reduction.

(b) An employee failing to exercise displacement rights within the said ten (10) days shall be considered as having resigned and may be written out of service unless he is granted a leave of absence, except that —

(1) Trackmen displaced or cut off in force reduction who desire to retain their seniority but do not wish to exercise displacement rights on another gang, or if there is no position to which they may exercise displacements rights, which would require that they move to another location, may retain their seniority by filing written statement to that effect (together with their name and address) within ten (10) days of the date they are cut off or displaced, with the Division Engineer and General Chairman, or

(2) An employee on vacation, leave of absence or confined to his home or hospital on account of illness or injury, when his position is abolished or he is displaced by a senior employee, such employee will have ten (10) days from date of his return from vacation or leave of absence, or his release to return to work from illness or injury, within which to place himself on some other position.

(3) The time limits specified in this Rule 3-3 may be extended by agreement between representatives of the management and the organization.

3-4. Employees exercising displacement rights will do so without causing expense to the company.

3-5. Foremen, Assistant Foremen, Mechanics, and helpers, affected by force reduction, after having exhausted their rights in the class in which employed, shall have the right to exercise their seniority in the next lower classification in the seniority district in which employed, that their seniority will permit.

Any employee having exercised his seniority in a lower class on account of force reduction or being displaced, must avail himself of the opportunity of again returning to the higher class when such higher class position is bulletined. Any employee who fails to comply with the above and who continues to remain

in the lower class will lose all seniority rights in such higher class which he held prior to said force reduction or being displaced in the higher class.

- 3.6. Gangs will not be laid off for short periods when proper reduction of expense can be accomplished otherwise.
- 3.7. When forces are increased or in filling temporary vacancies laid off employees who have established seniority rights will be given preference provided they file their name and address in writing with the appropriate division officer, with copy to the General Chairman, at the time laid off, and keep the division officer and General Chairman advised of any change. Failure to return to the service within seven (7) days after being notified by letter or telegram to the last known address will constitute forfeiture of all seniority rights unless the division officer and the General Chairman agree there is justification for waiving such forfeiture. Seniority rights under this rule shall expire unless returned to active service within two (2) years.
- 3.8. Should the Carrier change the headquarters of a section or track gang, the employees assigned to such gang will have the privilege of exercising seniority in accordance with provisions of this rule. ADD. # 18

RULE 4

Seniority Rosters

- 4.1. Seniority rosters of employees for each classification and territory as set forth in Rule 2-5 will be separately compiled, and will show names and seniority dates.
- 4.2. Rosters will be revised in January of each year and open to correction for a period of ninety (90) days thereafter.
- 4.3. Seniority dates shall be permanently established if not protested within ninety(90) days from the time of first posting, except that an error may be corrected at any time by agreement between Brotherhood representatives and the Management.
- 4.4. Copies of seniority rosters will be furnished foremen to be posted in tool houses, outfit cars and other convenient places available for inspection by all employees concerned. Copy shall be furnished General and Local Chairmen.

RULE 5
Leave of Absence

- 5-1. Employees will not lay off without obtaining permission from their foreman (first) or supervisor. If unable to report for work account physical disability employees will notify their immediate supervisor as soon as possible. Employees absent account physical disability may be required to furnish a certificate of such physical disability from a reputable doctor (a company doctor if the Carrier so directs). Foremen will notify their supervisors in advance, if possible, in order that relief may be provided. (3-1-72)
- 5-2. When the requirements of the service will permit, employees, on request, will be granted leave of absence for a limited time, not to exceed ninety days, with privileges of renewal only when circumstances justify. An employee absent on leave who engages in other employment will lose his seniority except where special provisions have been made by the proper official and the General Chairman.
- 5-3. Leave of absence for more than fifteen days will be in writing and signed by the officer under whose jurisdiction the seniority roster is issued, copy to Local Chairman.
- 5-4. An employee who fails to report for duty on or before the expiration of leave of absence shall be considered out of service, except that when failure to report on time is the result of unavoidable delay, the leave will be extended to include such delay. In case of unavoidable delay, employee must notify his superior officer by letter or wire before the expiration of the leave setting out details of delay and probable time of arrival.
- 5-5. Employees returning from absence account illness or disability of more than six months' duration whose former positions have been bulletined and assigned as provided in Rule 11-3 may return to position held at time of leaving, provided such position is still in existence and is not occupied by a senior employee who has exercised displacement rights thereon, or may within thirty (30) days exercise seniority rights to any position in their class and sub-department on their seniority district bulletined during such period of absence. If the original position is no longer in existence, or is occupied by a senior employee who exercised displacement rights thereon, and no position was bulletined during his ab-

sence, he may exercise his seniority rights over any junior employee in his class and sub-department on his seniority district within thirty (30) days after his return from such absence. Employees displaced by his return will exercise their seniority as provided in Rule 3-3.

RULE 6

Transfer and Temporary Service

- 6-1. Employees transferred to other service (on or off the property) by direction of the Management may, when released, return to the position from which taken without loss of seniority. A transfer of ninety or more calendar days in such other service will be made upon agreement by Management and General Chairman.
- 6-2. Employees bidding on a temporary vacancy and assigned thereto in accordance with their seniority under the provisions of Rule 11-1 will, when released therefrom be required to displace on position to which previously assigned. If the position is not in existence they may exercise seniority over junior regularly assigned employees.

Vacation relief positions are not temporary positions.
(3-1-72)

- 6-3. Any employee retiring on disability will retain his seniority, but the position he vacates by reason of such retirement, shall be bulletined as a permanent vacancy. Should such employee return to work before he reaches regular retirement age of sixty-five (65) years, he may exercise seniority over any junior employee in his respective seniority district.
- 6-4. Except for temporary service, employees will not be transferred to another seniority district unless they so desire.

RULE 7

Change of District

In case of change of seniority district in the same classification, the seniority of employees will be transferred from the old to the new district. General Chairman will be notified of changes in seniority districts.

RULE 8
Meals and Lodging

- 8-1. Employees taken away from their assigned headquarters or outfit cars to work elsewhere, will be furnished meals and lodging by the railway company if not accompanied by their outfit cars. This rule shall not apply to employees customarily carrying their midday lunches, or to those who have an opportunity to do so, and who are not held away from their assigned headquarters an unreasonable time beyond the evening meal period.
- 8-2. Employees regularly assigned to road duties who do not have outfit cars will be allowed actual necessary expenses for meals and lodging while away from their home station.

RULE 9
Promotion to Officials

An employee promoted to an official position of the railroad (including affiliates) or the Brotherhood will retain his seniority rights on his original seniority district and for a period of six months to the position which he vacates, and thereafter may displace any junior employee in the class of service from which promoted, provided such rights are exercised within thirty days after leaving such official position.

RULE 10
Promotions

- 10-1. Promotions from and to positions covered by this agreement shall be based on ability, merit and seniority. Ability and merit being satisfactory, in the judgment of the Management, seniority shall prevail. Employees working nights, who may desire day work, shall be given preference when vacancies occur, according to their seniority rank. Assistant track foremen will be considered as next in line for promotion to fill track foremen positions.
- 10-2. Employees entitled to promotion shall be given consideration before hiring new men.
- 10-3. Employees declining promotion shall not lose their seniority.

RULE 11
Bulletining Positions

- 11-1. New positions and vacancies (except those in Group (c) of Rule 1) will be bulletined within ten (10) days previous to or following the dates such vacancies occur, except that temporary vacancies need not be bulletined until the expiration of thirty (30) days from the date such vacancies occur. A vacancy created by assignment of an employee to a temporary vacancy will not be bulletined as a temporary vacancy, but the bulletin will show the reason for the vacancy. When the employee creating a temporary vacancy returns, he will resume his regular assignment, and the employee or employees who have moved up by reason of his absence will be governed by Rule 6-2. Employees assigned to temporary vacancies will be subject to displacement by senior employees who have displacement rights. (3-1-72)
- 11-2. Such new positions and vacancies will be advertised by bulletin for a period of ten (10) days at points accessible to the employees concerned, during which time employees may file their application with the official whose name appears on the bulletin. Assignment will be made by bulletin within twenty (20) days from date advertisement is posted, such bulletin to be posted in the same manner as the advertisement. Local and General Chairmen will be furnished copies of bulletins covering advertisement and assignment.
- 11-3. Vacancies created by regularly assigned incumbent off duty account illness or disability will become permanent after six months and will be bulletined as permanent vacancies.
- 11-4. Employees accepting positions in the exercise of their rights under this agreement will do so without expense to the Company.
- 11-5. If an employee is absent by proper authority during the time a position or vacancy is under bulletin, he may if a junior employee is assigned, exercise seniority rights to such position or vacancy within three (3) days after reporting for service. (7-2-73)

RULE 12
Failing to Qualify

- 12-1. Employees awarded bulletined positions covered by this agreement will be given a fair chance to demonstrate their ability to meet the practical requirements of the position. Failing to qualify within sixty (60) days they may return to their former positions without loss of seniority. Promoted employees disqualified within sixty (60) days shall acquire no seniority in the rank to which promoted. This rule is not intended to require the Company to give anyone sixty (60) days in which to qualify.
- 12-2. An employee voluntarily (in writing) relinquishing seniority in a higher rank shall not be permitted to exercise displacement rights in a lower rank.
- 12-3. An employee disqualified after sixty (60) days on a bulletined position which he has been awarded, shall be permitted to return to his former position if still in existence. If such position no longer exists, he will be permitted to exercise displacement over junior employees.
- 12-4. An employee assigned to a bulletined position for which he has applied in writing, shall not be permitted to vacate such position and be re-assigned to the position he previously vacated until it is bulletined a second time.

RULE 13
Discipline and Grievances

- 13-1. Employees disciplined or dismissed will be advised, in writing, of the cause for such action.
- 13-2. If an employee subject to this agreement who has been in service sixty (60) days or more feels that he has been unjustly disciplined or unjustly treated, or that any of the provisions hereof have been violated, he shall have the right to present his case either individually or through the local or general representative of his craft, to his supervising officer, within (60) days. If a hearing is necessary to determine the facts, it will be given promptly, at which hearing he shall have reasonable opportunity to secure the presence of necessary witnesses, and to be represented by an employee or committee of employees (not to exceed three) of his choice, or by the local or general representatives. If he is not satis-

fied with the decision rendered, he shall have the right of appeal in succession to the next superior officer, up to and including the highest officer designated by the carrier to handle such cases, and shall have the right in such appeals to be represented by either local or general representatives. If the charge against him is not sustained, he shall be reinstated and compensated for the wage loss, if any, suffered by him.

- 13-3. A transcript of all the evidence of a hearing, when taken in writing, will be furnished to the employee and his representative, if requested.
- 13-4. Cases appealed on a leniency basis may not thereafter be appealed on any other basis and claim for time lost will not be considered.

RULE 14

Time Limit on Claims and Grievances

- 14-1. All claims or grievances shall be handled as follows:
 - (a) All claims or grievances 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.
 - (b) 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.

- (c) The requirements outlined in paragraphs (a) and (b) of this rule, pertaining to appeal by the employee and decision by the Carrier, shall govern in appeals taken to each succeeding officer, except in cases of appeal from the decision of the highest officer designated by the Carrier to handle such disputes. All claims or grievances involved in a decision by the highest designated officer shall be barred unless within 9 months from the date of said officer's decision proceedings are instituted by the employee or his duly authorized representative before the appropriate division of the National Railroad Adjustment Board or a system, group or regional board of adjustment that has been agreed to by the parties hereto as provided in Section 3 Second of the Railway Labor Act. It is understood, however, that the parties may by agreement in any particular case extend the 9 months' period herein referred to.

- 14-2. All claims or grievances which arose or arise out of occurrences prior to January 1, 1955, and which had not been filed by March 1, 1955, are barred from further handling. Claims or grievances filed prior to January 1, 1955, must have been ruled on or appealed, as the case may be, by March 1, 1955, and if not thereafter handled pursuant to paragraphs (b) and (c) of Rule 14-1, the claims or grievances shall be barred or allowed as presented, as the case may be, except that in the case of all claims or grievances on which the highest designated officer of the Carrier had ruled prior to January 1, 1955, a period of 12 months will be allowed from January 1, 1955, for an appeal to be taken to the appropriate board of adjustment as provided in subsection (c) of Rule 14-1 hereof before the claim or grievance is barred.

- 14-3. A claim may be filed at any time for an alleged continuing violation of any agreement and all rights of the claimant or claimants involved thereby shall, under this rule, be fully protected by filing of one claim or grievance based thereon as long as such alleged violation, if found to be such, continues. However, no monetary claim shall be allowed retroactively for more than 60 days prior to the filing thereof. With respect to claims and grievances involving an employee held out of service in discipline cases, the original notice of request for reinstatement with pay for time lost shall be sufficient.
- 14-4. This agreement recognizes the right of representatives of the Organizations, parties hereto, to file and prosecute claims and grievances for and on behalf of the employees they represent.
- 14-5. This agreement is not intended to deny the right of the employees to use any other lawful action for the settlement of claims or grievances provided such action is instituted within 9 months of the date of the decision of the highest designated officer of the Carrier.
- 14-6. This article shall not apply to requests for leniency.

File No: 013.293.15 - dated Feb. 11, 1998

File No. 013.293.15 - dated Oct. 29, 2007

RULE 15

Employees Serving on Committees

Employees serving on committees, on sufficient notice, shall be granted leave of absence and free transportation for the adjustment of differences between the railroad and its employees. The General Committee of the Brotherhood of Maintenance of Way Employes shall be furnished necessary free transportation over the Railway by whom employed when not in violation of law.

RULE 16

Basic Day

- 16-1. Except as otherwise provided in these rules, eight (8) consecutive hours, exclusive of the meal period, shall constitute a day's work.
- 16-2. When less than eight (8) hours are worked for convenience of employees, actual hours worked will be paid for. When due to inclement weather, interruptions occur to regular established work period preventing eight (8) hours work, only actual hours worked or held on duty will be paid for, with a minimum of three (3) hours at straight time rate; this not to apply to monthly rated employees.
- 16-3. Regular trackmen required to report at usual starting time and place for the day's work and when conditions prevent work being performed, will be allowed a minimum of three (3) hours at straight time. If held on duty more than three (3) hours, actual time so held will be paid for.
- 16-4. Except as specifically provided in these rules, no compensation will be allowed an employee who performs no work.

RULE 17

Basic Work Week

Note: The expressions "positions" and "work" used in this agreement 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

Except as otherwise provided herein, a work week of 40 hours, consisting of five days of eight hours each, with two consecutive days off in each seven, is hereby established; the work weeks may be staggered in accordance with carriers' operational requirements; so far as practicable the days off shall be Saturday and Sunday. This rule is subject to the following provisions:

(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 Positions.

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 combination thereof, or to perform relief work on certain days and such types of other work on other days as may be assigned.

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 time, duties and work locations of the employee or employees whom they are relieving.

(f) Deviation from Monday-Friday Week.

In positions or work extending over a period of five days per week, where the Carrier contends its operational requirements cannot be met under the provisions of Paragraph (b) of this rule, and some employees are required for service Tuesday through Saturday, such assignments may be agreed upon between the parties signatory hereto.

(g) Non-consecutive Rest Days.

The typical work week is to be one with two consecutive days off. 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) of this rule, the following procedure shall be used:

- (1) All possible regular relief positions shall be established pursuant to paragraph (e) above.
- (2) Possible use of rest days other than Saturday and Sunday, by agreement or in accordance with other provisions of this rule.
- (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 or extra men may be given non-consecutive 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) Should a disagreement arise over the necessity of splitting the rest days on any such assignments, the assignments may be put into effect subject to the right of employees to process the dispute as a grievance or claim under the provisions of 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 on five days per week.

(h) Rest Days of Extra or Furloughed Employees.

When extra or furloughed men are utilized, their days off need not be consecutive; however, if they take the assignment of a regular employee they will have as their days off the regular days off of that assignment.

(i) Work on Unassigned Days.

Where work is required to be performed on a day which is not a part of any assignment, it may be performed by an available extra or unassigned employee who will otherwise not have 40 hours of work that week; in all other cases by the regular employee.

(j) 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, and for unassigned employees shall mean a period of seven consecutive days starting with Monday.

(k) Bulletin Rule.

Existing assignments reduced to a five day basis under this rule shall not be considered new jobs under Rule 11 and employees will not be permitted to exercise displacement privileges as a result of such reductions. However, employees will be notified of their assigned rest days by the posting of notices or otherwise.

(l) Guarantees.

Nothing in this Rule 17 shall operate to prevent the establishment of positions of a new kind or character, nor shall be construed to guarantee any certain number of hours or days of work per week.

RULE 18

Meal Period

18-1. For regular operations requiring continuous hours, eight (8) consecutive hours without meal period may be assigned as constituting a day's work, in which case not to exceed twenty (20) minutes shall be allowed in which to eat without deduction in pay, when the nature of the work permits.

18-2. When a meal period is allowed it will be between the ending of the fourth hour and the beginning of the seventh hour after starting work and shall not be less than thirty minutes nor more than one hour, unless otherwise agreed upon. Established meal period will not be changed without twenty-four (24) hours' notice to the employees affected.

- 18-3. Employees called to perform service after their regular assigned hours or on rest days, for emergencies, shall be furnished meals by and at the expense of the management within five (5) hours after going on duty and at five (5) hour intervals thereafter, computed from the end of the last meal period. In instances where rest day service is arranged in advance and such employees are so notified on the preceding regular work day, meals will not be furnished under this paragraph and the employees will be expected to furnish their own lunch, as is expected on regular work days.
- 18-4. For continuous service after regular working hours, employees shall not be required to work more than three (3) hours after their regular work period without being afforded a meal period which will not terminate the continuous service and will be paid for up to thirty (30) minutes, except, in emergencies, the meal and the meal period shall be at the expense of the management.

Emergencies are defined as floods, washouts, fires, derailments at any location and repair work impeding the movement of locomotive and/or equipment on main line and/or yard lead tracks. (5-9-78)

RULE 19
Beginning and Ending of Day

For regular operations, employees' time will start and end at a regular designated assembling point for each class of employees.

RULE 20
Starting Time

Regular assignments will have a fixed starting time and regular starting time will not be changed without at least twenty-four (24) hours' notice to the employees affected, except as otherwise agreed between the employees and local supervisory officers based on actual service requirements.

RULE 21
Rest Day and Holiday Work

- 21-1. Except as otherwise provided in this rule, employees who are required to work on assigned rest days and the following holidays, namely: New Year's Day, Washington's Birthday, Good Friday, Decoration Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Eve (the day before Christmas is observed) and Christmas (provided that

when any of the above holidays fall on a Sunday, the day observed by the State, Nation, or by proclamation shall be considered the holiday) shall be paid for at the rate of time and one-half for time worked with a minimum of two (2) hours and forth (40) minutes as per Rule 25.

- 21-2. A regular relief employee, of the same class, working in the place of a regular employee on the latter's assigned rest days will be paid therefor at the straight time rate, except that such relief employee, if worked on a designated holiday, shall be paid at the time and one-half rate.
- 21-3. Where rest days are being accumulated under paragraph (g) of Rule 17, the provisions of this rule will not apply, except that such employee, if worked on a designated holiday, shall be paid at the time and one-half rate.

NOTE: Occasionally employees of Extra, B&B and other floating gangs have asked permission to work on a holiday occurring in the middle of the week so that they can return home Thursday night for the week-end. For such holiday work they have been compensated at the straight time rate. It is agreed that this practice may be continued with approval of Division Engineer provided the gang foreman and a majority of the members of the gang want to work the holiday at pro rata rates. Those required to work or held on duty on any such Friday will be paid therefor the same as though the work had been performed on the holiday for which Friday was substituted.

- 21-4. Each regularly assigned hourly and daily rated employee shall receive eight hours' pay at the pro rata hourly rate of the position to which assigned for each of the following enumerated holidays when such holiday falls on a workday of the workweek of the individual employee:

New Year's Day	Veteran's Day
Washington's Birthday	Thanksgiving Day
Good Friday	Christmas Eve (the day before Christmas is observed)
Decoration Day	Christmas
Fourth of July	
Labor Day	

NOTE: This rule does not disturb agreements or practices now in effect under which any other day is substituted or observed in place of any of the above-enumerated holidays.

- 21-5. An employee shall qualify for the holiday pay provided in Rule 21-4 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 workweek, the last workday of the preceding workweek shall be considered the workday immediately preceding the holiday.

RULE 22

Overtime

- 22-1. Except as otherwise provided in these rules, time worked in excess of eight (8) hours shall be paid for as follows:

Time worked preceding or following and continuous with a regular assigned eight (8) hour work period shall be computed on actual minute basis and paid for at time and one-half rate up to and including the 16th hour of continuous hours of work and at double time rate computed on the actual minute basis after the 16th continuous hour up to and including the 24th hour computed from starting time of the employe's regular shift. If held in continuous service after the initial 24-hour period, time worked in excess thereof will be computed on actual minute basis and paid at rate of time and one-half for all time worked from ending of the initial 24th hour to the 40th hour inclusive at rate of time and one-half and at rate of double time computed on actual minute basis for all time worked beginning with the 41st hour to and including the 48th hour and thereafter time and one-half or double time for each succeeding 24-hour period on the same basis as heretofore indicated for the second 24-hour period until relieved for rest.

Riding time of trackmen returning to headquarters point at end of day's work will be considered, for pay purposes, the same as time worked.

- 22-2. Work in excess of 40 straight time hours in any work week shall be paid for at one and one-half times the basic straight time rate except where such work is performed by an employee due to moving from one assignment to another or to or from an extra or furloughed list, or where days off are being accumulated.
- 22-3. Employees worked more than five days in a work week shall be paid one and one-half times the basic straight time rate for work on the sixth and seventh days of their work weeks, except where such work is performed by an employee due to moving from one assignment to another or to or from an extra or furloughed list, or where days off are being accumulated.
- 22-4. There shall be no overtime on overtime; neither shall overtime hours paid for, other than hours not in excess of eight paid for at overtime rates on holidays for changing shifts, be utilized in computing the 40 hours per week, nor shall time paid for in the nature of arbitraries or special allowances such as attending court, deadheading, travel time, etc., be utilized for this purpose, except when such payments apply during assigned working hours in lieu of pay for such hours, or where such time is now included under existing rules in computation leading to overtime.
- 22-5. Where special work is done outside of the regular work period, and extra compensation agreed upon, overtime will not apply.

RULE 23

Absorbing Overtime

Employees will not be required to suspend work after starting any daily assigned work period for the purpose of absorbing overtime.

RULE 24

Authority for Overtime

Overtime will not be worked unless its performance is authorized by the proper authority or in case of an emergency when proper advance authority is not obtainable and will not then be paid for unless claim is made for same within sixty (60) days from time service is performed.

RULE 25

Calls

Except as otherwise provided in these rules, employees notified or called to perform work not continuous with, before or after, the regular work period, will be allowed a minimum of two (2) hours and forty (40) minutes at time and one-half rate for two (2) hours and forty (40) minutes' work or less, and if held on duty in excess of two (2) hours and forty (40) minutes, time and one-half will be allowed for actual time worked or held on duty.

RULE 26

Travel Time

- 26-1. Employees required by the Management to travel in boarding or outfit cars, will be allowed straight time traveling during regular working hours, and for rest days and holidays during hours established for work periods on other days. When required to travel in boarding or outfit cars after work period hours, the only time allowed will be for actual time consumed in traveling after 10:00 P.M. and before 6:00 A.M., and at half-time rate.
- 26-2. Hourly rated employees when required to travel away from their regular lodging places or outfit cars, will be paid straight time during their assigned hours whether waiting or traveling. They will be paid straight time for waiting or traveling outside their assigned hours, unless permitted to go to bed for five or more hours for which no pay will be allowed. Actual necessary expenses for meals and lodging incurred on these trips will be paid by the Company.

- 26-3. Time waiting or traveling will not be used in calculating the number of hours worked in determining whether or not double time applies.
- 26-4. This rule 26 applies also to Foremen and Assistant Foremen.

RULE 27

Excess Service Assignments

- 27-1. Employees regularly assigned to road duties requiring variable hours will not be assigned regular working hours, and may be compensated at a monthly rate. Actual necessary expenses will be allowed away from home station, if sleeping accommodations and meals are not furnished by the Company.
- 27-2. Employees whose responsibilities or supervisory duties require service in excess of the working hours of the general forces, such as keeping time, making reports, answering correspondence, conferring with superiors, obtaining lineups, etc., will be compensated on a monthly rate. The monthly rate paid these employees are based upon one hundred seventy-six (176) hours per month.
- 27-3. Positions not requiring continuous manual labor such as track, bridge and highway crossing watchmen; flagmen at railway non-interlocked crossings; lampmen; pumpers; and all other watchmen covered by this agreement, may be paid hourly or monthly rates. Monthly rates will be subject to agreement between the Management and General Chairman.

RULE 28

Attending Court

Employees taken away from their regular assigned duties, at the request of the Management to attend court or to appear as witnesses for the railroad, will receive the same pay per day for every day held as they would have received for the regular hours of their week day assignment. They will be furnished transportation, and, in addition, necessary expenses while away from headquarters. Any fees or mileage accruing will be assigned to the railroad.

RULE 29

Composite Service

An employee temporarily assigned by proper authority to a position paying a higher rate than the position to which he is regularly assigned for one (1) continuous hour or more in one day will be allowed the higher rate for actual time devoted to such higher rated work. Except in reduction of force, the rate of pay for an employee will not be reduced when temporarily assigned by proper authority to a lower rated position.

RULE 30

Determining Hourly Rates

To compute the hourly rate of monthly rated employees, divide the monthly salary by 176, fractions less than one-half ($\frac{1}{2}$) of one (1) cent shall be dropped; one-half ($\frac{1}{2}$) cent or over to be counted as one (1) cent.

RULE 31

Emergency Service

Men temporarily employed (not exceeding six (6) days) during emergencies created by floods, washouts, and fires will not be considered as coming under the provisions of this agreement, with the understanding they will not be used to displace regularly employed forces.

RULE 32

Camp Cars

The company will maintain camp cars in reasonably good mechanical and sanitary condition. It will be the duty of the foreman to see that cars and surroundings grounds are kept clean and sanitary.

RULE 33

Ice and Water

If available, ice will be furnished for drinking water where conditions are such as to warrant its use. It is understood that in the application of this rule unreasonable burden will not be imposed on the Company. Water suitable for domestic purposes will be furnished free of cost to employees living in camp or outfit cars and, when practicable to those living in company buildings.

RULE 34

Week End Visits

Employees will be permitted when in the judgment of supervisory officers conditions warrant, to make week-end trips to their homes. Free transportation will be furnished consistent with the regulations. Any time lost on this account will not be paid for.

RULE 35

Tools

The Company will furnish such general tools as are necessary to perform the work, except such tools as are customarily furnished by skilled workmen. Employees will be held responsible for the proper care of tools placed in their charge.

RULE 36

Transferring Household Goods

Employees transferred by direction of the Management to positions which necessitate a change of residence, will receive free transportation for themselves, dependent members of their family, and deadhead billing for their household goods when it does not conflict with State or Federal regulations. This will apply to employees transferred in the exercise of their seniority rights to the extent of not more than once in twelve (12) months.

RULE 37

Printing Schedule

This schedule of working conditions shall be printed by the Railway Company and any employee affected thereby shall be furnished a copy upon request.

RULE 38

Shortage in Pay

When there is a shortage equal to one day's pay in the pay of an employee, a voucher will be issued to cover the shortage.

RULE 39

Duly Accredited Representatives

- 39-1. When the term "duly accredited representative" appear in this agreement, it shall be understood to mean that the regularly constituted committees representing the employees covered by this agreement, and/or the officers of the Brotherhood of which that committee is a part, will constitute a "duly accredited representative."
- 39-2. The right to represent the employees covered by this agreement in negotiating and interpreting schedule rules and agreements concerning rates of pay, working conditions, seniority rights, promotions, and any other matter of dispute between such employes and the Management, is vested in the Brotherhood of Maintenance of Way Employes.

RULE 40

Vacations

It is agreed that Vacation Agreement consummated at Chicago on December 17, 1941, effective January 1, 1942, as between the Brotherhood of Maintenance of Way Employes and the Carrier, together with such amendments and interpretations as may have been or may be made thereon, is made a part of this agreement.

RULE 41

Rates of Pay

This consolidation of working agreements on these properties shall not in any manner be considered as a basis for change in rates of pay. The present rates of pay of employees covered by this agreement shall remain in effect until changed by future conference between representatives of these Carriers and the employees involved.

RULE 42

Physical Examinations

Physical examinations may be required when it is apparent from the employee's physical condition that the employee should be examined to determine his fitness for service.

RULE 43

All memoranda of agreement, interpretations, and letters of understanding made by the parties with the signing of the Kansas City Southern agreement effective January 1, 1947, and the Louisiana & Arkansas agreement effective February 1, 1947, and all subsequent agreements, interpretations, and letters of understanding not heretofore amended, superseded or cancelled and not specifically changed, amended or cancelled by these revised rules are and shall remain in effect until cancelled or amended by agreement between the parties.

RULE 44

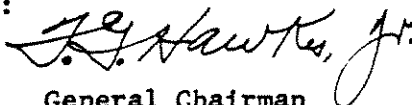
Notice of Change in Agreement

This schedule of hours of service and working conditions takes effect July 1, 1979, and supersedes all rules, practices and working conditions in conflict therewith, shall remain in full force and effect (unless changed by mutual agreement) until thirty (30) calendar days' notice in writing containing proposed changes is given by either party to the other and in conformity with the Railway Labor Act.

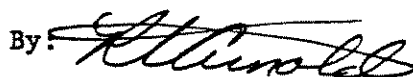
Signed at Kansas City, Missouri, this 1st day of July, 1979.

FOR THE BROTHERHOOD OF
MAINTENANCE OF WAY EMPLOYEES:

By:


General Chairman

By:



2nd Vice Chairman

FOR THE CARRIERS:

THE KANSAS CITY SOUTHERN RAILWAY COMPANY

THE ARKANSAS WESTERN RAILWAY COMPANY

FORT SMITH AND VAN BUREN RAILWAY COMPANY

LOUISIANA & ARKANSAS RAILWAY COMPANY

By:


Vice President - Personnel

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Revised October 1, 1981

Addendum No. 1

NATIONAL VACATION AGREEMENTS

The following represents a synthesis in one document, for the convenience of the parties, of the current provisions of the December 17, 1941 National Vacation Agreement and amendments thereto provided in various National Agreements.

This is intended as a guide and is not to be construed as constituting a separate agreement between the parties. If any dispute arises as to the proper interpretation or application of any provision, the terms of the appropriate vacation agreement shall govern.

Articles of Agreement

1. (a) Effective with the calendar year 1973, an annual vacation of five (5) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred twenty (120) days during the preceding calendar year.

(b) Effective with the calendar year 1973, an annual vacation of ten (10) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred ten (110) days during the preceding calendar year and who has two (2) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred ten (110) days (133 days in the years 1950-1959 inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of two (2) of such years, not necessarily consecutive.

(c) Effective with the calendar year 1979, an annual vacation of fifteen (15) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has nine (9) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred (100) days (133 days in the years 1950-1959 inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of nine (9) of such years, not necessarily consecutive.

(d) Effective with the calendar year 1979, an annual vacation of twenty (20) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has eighteen (18) or more years of continuous

service and who, during such period of continuous service renders compensated service on not less than one hundred (100) days (133 days in the years 1950-1959 inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of eighteen (18) of such years, not necessarily consecutive.

(e) Effective with the calendar year 1973, an annual vacation of twenty-five (25) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has twenty-five (25) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred (100) days (133 days in the years 1950-1959 inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of twenty-five (25) of such years, not necessarily consecutive.

(f) Paragraphs (a), (b), (c), (d) and (e) hereof shall be construed to grant to weekly and monthly rated employees, whose rates contemplate more than five days of service each week, vacations of one, two, three, four or five work weeks.

(g) 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, or to the General Agreement of August 19, 1960, shall be counted in computing days of compensated service and years of continuous service for vacation qualifying purposes under this Agreement.

(h) 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 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 three (3) years of service; a maximum of twenty (20) such days for an employee with three (3) but less than fifteen (15) years of service; and a maximum of thirty (30) such days for an employee with fifteen (15) years or more years of service with the employing carrier.

(i) In instances where employees who have become members of the Armed Forces of the United States return to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, the time spent by such employees in the Armed Forces subsequent to their employment by the employing carrier 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.

(j) In instances where an employee who has become a member of the Armed Forces of the United States returns to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, and in the calendar year preceding his return to railroad service had rendered compensated service on fewer days than are required to qualify for a vacation in the calendar year of his return to railroad service, but could qualify for a vacation in the year of his return to railroad service if he had combined for qualifying purposes days on which he was in railroad service in such preceding calendar year with days in such year on which he was in the Armed Forces, he will be granted, in the calendar year of his return to railroad service, a vacation of such length as he could so qualify for under paragraphs (a), (b), (c), (d) or (e) and (i) hereof.

(k) In instances where an employee who has become a member of the Armed Forces of the United States returns to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, and in the calendar year of his return to railroad service renders compensated service on fewer days than are required to qualify for a vacation in the following calendar year, but could qualify for a vacation in such following calendar year if he had combined for qualifying purposes days on which he was in railroad service in the year of his return with days in such year on which he was in the Armed Forces, he will be granted, in such following calendar year, a vacation of such length as he could so qualify for under paragraphs (a), (b), (c), (d) or (e) and (i) hereof.

(l) An employee who is laid off and has no seniority date and no rights to accumulate seniority, who renders compensated service on not less than one hundred twenty (120) days in a calendar year and who returns to service in the following year for the same carrier will be granted the vacation in the year of his return. In the event such an employee does not return to service in the following year for the same carrier he will be compensated in lieu of the vacation he has qualified for provided he files written request therefor to his employing officer, a copy of such request to be furnished to his local or general chairman.

2. Insofar as applicable to the employees covered by this agreement who are also parties to the Vacation Agreement of December 17, 1941, as amended, Article 2 of such agreement is hereby cancelled.

3. The terms of this agreement shall not be construed to deprive any employee of such additional vacation days as he may be entitled to receive under any existing rule, understanding or custom, which additional vacation days shall be under and in accordance with the terms of such existing rule, understanding or custom.

An employee's vacation period will not be extended by reason of any of the ten recognized holidays (New Year's Day, Washington's Birthday, Good Friday, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Christmas Eve and Christmas) or any day which by agreement has been substituted or is observed in place of any of the ten holidays enumerated above, or any holiday which by local agreement has been substituted therefor, falling within his vacation period.

4. (a) Vacations may be taken from January 1st to December 31st and due regard consistent with requirements of service shall be given to the desires and preferences of the employees in seniority order when fixing the dates for their vacations.

The local committee of each organization signatory hereto and the representatives of the Carrier will cooperate in assigning vacation dates.

(b) The Management may upon reasonable notice (of thirty (30) days or more, if possible, but in no event less than fifteen (15) days) require all or any number of employees in any plant, operation, or facility, who are entitled to vacations to take vacations at the same time.

The local committee of each organization affected signatory hereto and the proper representative of the Carrier will cooperate in the assignment of remaining forces.

5. Each employee who is entitled to vacation shall take same at the time assigned, and, while it is intended that the vacation date designated will be adhered to so far as practicable, the management shall have the right to defer same provided the employee so affected is given as much advance notice as possible; not less than ten (10) days' notice shall be given except when emergency conditions prevent. If it becomes necessary to advance the designated date, at least thirty (30) days' notice will be given affected employee.

If a carrier finds that it cannot release an employee for a vacation during the calendar year because of the requirements of the service, then such employee shall be paid in lieu of the vacation the allowance hereinafter provided.

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.

6. The carriers will provide vacation relief workers but the vacation system shall not be used as a device to make unnecessary jobs for other workers. Where a vacation relief worker is not needed in a given instance and if failure to provide a vacation relief worker does not burden those employees remaining on the job, or burden the employee after his return from vacation, the carrier shall not be required to provide such relief worker.

7. Allowances for each day for which an employee is entitled to a vacation with pay will be calculated on the following basis:

(a) An employee having a regular assignment will be paid while on vacation the daily compensation paid by the carrier for such assignment.

(b) An employee paid a daily rate to cover all services rendered, including overtime, shall have no deduction made from his established daily rate on account of vacation allowances made pursuant to this agreement.

(c) An employee paid a weekly or monthly rate shall have no deduction made from his compensation on account of vacation allowances made pursuant to this agreement.

(d) An employee working on a piece-work or tonnage basis will be paid on the basis of the average earnings per day for the last two semi-monthly periods preceding the vacation, during which two periods such employee worked on as many as sixteen (16) different days.

(e) An employee not covered by paragraphs (a), (b), (c), or (d) of this section will be paid on the basis of the average daily straight time compensation earned in the last pay period preceding the vacation during which he performed service.

8. The vacation provided for in this Agreement shall be considered to have been earned when the employee has qualified under Article 1 hereof. If an employee's employment status is terminated for any reason whatsoever, including but not limited to retirement, resignation, discharge, non-compliance with a union-shop agreement, or failure to return after furlough he shall at the time of such termination be granted full vacation pay earned up to the time he leaves the service including pay for vacation earned in the preceding year or years and not yet granted, and the vacation for the succeeding year if the employee has qualified therefor under Article 1. If an employee thus entitled to vacation or vacation pay shall die the vacation pay earned and not received shall be paid to such beneficiary as may have been designated, or in the absence of such designation, the surviving spouse or children or his estate, in that order of preference.

9. Vacations shall not be accumulated or carried over from one vacation year to another.

10. (a) An employee designated to fill an assignment of another employee on vacation will be paid the rate of such assignment or the rate of his own assignment, whichever is the greater; provided that if the assignment is filled by a regularly assigned vacation relief employee, such employee shall receive the rate of the relief position. If an employee receiving graded rates, based upon length of service and experience, is designated to fill an assignment of another employee in the same occupational classification receiving such graded rates who is on vacation, the rate of the relieving employee will be paid.

(b) Where work of vacationing employees is distributed among two or more employees, such employees will be paid their own respective rates. However, not more than the equivalent of twenty-five per cent of the work load of a given vacationing employee can be distributed among fellow employees without the hiring of a relief worker unless a larger distribution of the work load is agreed to by the proper local union committee or official.

(c) No employee shall be paid less than his own normal compensation for the hours of his own assignment because of vacations to other employees.

11. While the intention of this agreement is that the vacation period will be continuous, the vacation may, at the request of an employee, be given in installments if the management consents thereto.

12. (a) Except as otherwise provided in this agreement a carrier shall not be required to assume greater expense because of granting a vacation than would be incurred if an employee were not granted a vacation and was paid in lieu therefor under the provision hereof. However, if a relief worker necessarily is put to substantial extra expense over and above that which the regular employee on vacation would incur if he had remained on the job, the relief worker shall be compensated in accordance with existing regular relief rules.

(b) As employees exercising their vacation privileges will be compensated under this agreement during their absence on vacation, retaining their other rights as if they had remained at work, such absences from duty will not constitute "vacancies" in their positions under any agreement. When the position of a vacationing employee is to be filled and regular relief employee is not utilized, effort will be made to observe the principle of seniority.

(c) A person other than a regularly assigned relief employee temporarily hired solely for vacation relief purposes will not establish seniority rights unless so used more than 60 days in a calendar year. If a person so hired under the terms hereof acquires seniority rights, such rights will date from the day of original entry into service unless otherwise provided in existing agreements.

13. The parties hereto having in mind conditions which exist or may arise on individual carriers in making provisions for vacations with pay agree that the duly authorized representatives of the employees, who are parties to one agreement, and the proper officer of the carrier may make changes in the working rules or enter into additional written understandings to implement the purposes of this agreement, provided that such changes or understandings shall not be inconsistent with this agreement.

14. Any dispute or controversy arising out of the interpretation or application of any of the provisions of this agreement shall be referred for decision to a committee, the carrier members of which shall be the Carrier's Conference Committees signatory hereto, or their successors; and the employee members of which shall be the Chief Executives of the Fourteen Organizations, or their representatives, or their successors. Interpretations or applications agreed upon by the carrier members and employee members of such committee shall be final and binding upon the parties to such dispute or controversy.

This section is not intended by the parties as a waiver of any of their rights provided in the Railway Labor Act as amended, in the event committee provided in this section fails to dispose of any dispute or controversy.

15. Except as otherwise provided herein this agreement shall be effective as of January 1, 1973, and shall be incorporated in existing agreements as a supplement thereto and shall be in full force and effect for a period of one (1) year from January 1, 1973, and continue in effect thereafter, subject to not less than seven (7) months' notice in writing (which notice may be served in 1973 or in any subsequent year) by any carrier or organization party hereto, of desire to change this agreement as of the end of the year in which the notice is served. Such notice shall specify the changes desired and the recipient of such notice shall then have a period of thirty (30) days from the date of the receipt of such notice within which to serve notice specifying changes which it or they desire to make. Thereupon such proposals of the respective parties shall thereafter be negotiated and progressed concurrently to a conclusion.

Except to the extent that articles of the Vacation Agreement of December 17, 1941 are changed by this Agreement, the said agreement and the interpretations thereof and of the Supplemental Agreement of February 23, 1945, as made by the parties, dated June 10, 1942,

July 20, 1942 and July 18, 1945 and by Referee Morse in his award of November 12, 1942, shall remain in full force and effect.

In Sections 1 and 2 of this Agreement certain words and phrases which appear in the Vacation Agreement of December 17, 1941, and in the Supplemental Agreement of February 23, 1945, are used. The said interpretations which defined such words and phrases referred to above as they appear in said Agreements shall apply in construing them as they appear in Sections 1 and 2 hereof.

ADDENDUM NO. 2

CONFORMED COPY

OF

UNION SHOP AGREEMENT

This agreement made this 30th day of March, 1953, by and between The Kansas City Southern Railway Company, The Arkansas Western Railway Company, Fort Smith & Van Buren Railway Company, Joplin Union Depot Company and Louisiana & Arkansas Railway Company, each hereinafter referred to as "Carrier", to the extent with respect to the groups of employes as shown on Exhibit A, attached hereto and made a part hereof, and the employes, to the extent shown on said Exhibit A, represented by the Railway Labor Organizations signatory hereto, through the Employes' National Conference Committee, Seventeen Cooperating Railway Labor Organizations, witnesseth:

IT IS AGREED:

Section 1. In accordance with and subject to the terms and conditions hereinafter set forth, all employes of these carriers now or hereafter subject to the rules and working conditions agreements between the parties hereto, except as hereinafter provided, shall, as a condition of their continued employment subject to such agreements, become members of the organization party to this agreement representing their craft or class within sixty calendar days of the date they first perform compensated service as such employes after the effective date of this agreement, and thereafter shall maintain membership in such organization; except that such membership shall not be required of any individual until he has performed compensated service on thirty days within a period of twelve consecutive calendar months. Nothing in this agreement shall alter, enlarge or otherwise change the coverage of the present or future rules and working conditions agreements.

Section 2. This agreement shall not apply to employes while occupying positions which are excepted from the bulletining and displacement rules of the individual agreements, but this provision shall not include employes who are subordinate to and report to other employes who are covered by this agreement. However, such excepted employes are free to be members of the organization at their option.

Section 3. (a) Employes who retain seniority under the Rules and Working Conditions Agreements governing their class or craft and who are regularly assigned or transferred to full time employment not

covered by such agreements, or who, for a period of thirty days or more, are (1) furloughed on account of force reduction, or (2) on leave of absence, or (3) absent on account of sickness or disability, will not be required to maintain membership as provided in Section 1 of this agreement so long as they remain in such other employment, or furloughed or absent as herein provided, but they may do so at their option. Should such employes return to any service covered by the said Rules and Working Conditions Agreements and continue therein thirty calendar days or more, irrespective of the number of days actually worked during that period, they shall, as a condition of their continued employment subject to such agreements, be required to become and remain members of the organization representing their class or craft within thirty-five calendar days from date of their return to such service.

(b) The seniority status and rights of employes furloughed to serve in the Armed Forces or granted leaves of absence to engage in studies under an educational aid program sponsored by the federal government or a state government for the benefit of ex-service men shall not be terminated by reason of any of the provisions of this agreement but such employes shall, upon resumption of employment, be considered as new employes for the purposes of applying this agreement.

(c) Employes who retain seniority under the rules and working conditions agreements governing their class or craft and who, for reasons other than those specified in subsections (a) and (b) of this section, are not in service covered by such agreements, or leave such service, will not be required to maintain membership as provided in Section 1 of this agreement so long as they are not in service covered by such agreements, but they may do so at their option. Should such employes return to any service covered by the said rules and working conditions agreements they shall, as a condition of their continued employment, be required, from the date of return to such service, to become and remain members in the organization representing their class or craft.

(d) Employes who retain seniority under the rules and working conditions agreements of their class or craft, who are members of an organization signatory hereto representing that class or craft and who in accordance with the rules and working conditions agreement of that class or craft temporarily perform work in another class of service shall not be required to be members of another organization party hereto whose agreement covers the other class of service until the date the employes hold regularly assigned positions within the scope of the agreement covering such other class of service.

Section 4. Nothing in this agreement shall require an employe to become or to remain a member of the organization if such membership is not available to such employe upon the same terms and conditions as are generally applicable to any other member, or if the membership of

such employe is denied or terminated for any reason other than the failure of the employe to tender the periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership. For purposes of this agreement, dues, fees, and assessments, shall be deemed to be "uniformly required" if they are required of all employes in the same status at the same time in the same organizational unit.

Section 5. (a) Each employe covered by the provisions of this agreement shall be considered by a carrier to have met the requirements of the agreement unless and until such carrier is advised to the contrary in writing by the organization. The organization will notify the carrier in writing by Registered or Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt, of any employe who it is alleged has failed to comply with the terms of this agreement and who the organization therefore claims is not entitled to continue in employment subject to the Rules and Working Conditions Agreement. The form of notice to be used shall be agreed upon by the individual railroad and the organizations involved and the form shall make provision for specifying the reasons for the allegation of non-compliance. Upon receipt of such notice, the carrier will, within ten calendar days of such receipt, so notify the employe concerned in writing by Registered or Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. Copy of such notice to the employe shall be given the organization. An employe so notified who disputes the fact that he has failed to comply with the terms of this agreement, shall within a period of ten calendar days from the date of receipt of such notice, request the carrier in writing by Registered or Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt, to accord him a hearing. Upon receipt of such request the carrier shall set a date for hearing which shall be held within ten calendar days of the date of receipt of request therefor. Notice of the date set for hearing shall be promptly given the employe in writing with copy to the organization, by Registered or Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. A representative of the organization shall attend and participate in the hearing. The receipt by the carrier of a request for a hearing shall operate to stay action on the termination of employment until the hearing is held and the decision of the carrier is rendered.

In the event the employe concerned does not request a hearing as provided herein, the carrier shall proceed to terminate his seniority and employment under the Rules and Working Conditions Agreement not later than thirty calendar days from receipt of the above described notice from the organization, unless the carrier and the organization agree otherwise in writing.

(b) The carrier shall determine on the basis of the evidence produced at the hearing whether or not the employe has complied with the terms of this agreement and shall render a decision within twenty

calendar days from the date that the hearing is closed, and the employe and the organization shall be promptly advised thereof in writing by Registered or Certified Mail, Return Receipt Requested.

If the decision is that the employe has not complied with the terms of this agreement, his seniority and employment under the Rules and Working Conditions Agreement shall be terminated within twenty calendar days of the date of said decision except as hereinafter provided or unless the carrier and the organization agree otherwise in writing.

If the decision is not satisfactory to the employe or to the organization it may be appealed in writing, by Registered or Certified Mail, Return Receipt Requested, directly to the highest officer of the carrier designated to handle appeals under this agreement. Such appeals must be received by such officer within ten calendar days of the date of the decision appealed from and shall operate to stay action on the termination of seniority and employment, until the decision on appeal is rendered. The carrier shall promptly notify the other party in writing of any such appeal, by Registered or Certified Mail, Return Receipt Requested. The decision on such appeal shall be rendered within twenty calendar days of the date the notice of appeal is received, and the employe and the organization shall be promptly advised thereof in writing by Registered or Certified Mail, Return Receipt Requested.

If the decision on such appeal is that the employe has not complied with the terms of this agreement, his seniority and employment under the Rules and Working Conditions Agreement shall be terminated within twenty calendar days of the date of said decision unless selection of a neutral is requested as provided below, or unless the carrier and the organization agree otherwise in writing. The decision on appeal shall be final and binding unless within ten calendar days from the date of the decision the organization or the employe involved requests the selection of a neutral person to decide the dispute as provided in Section 5 (c) below. Any request for selection of a neutral person as provided in Section 5 (c) below shall operate to stay action on the termination of seniority and employment until not more than ten calendar days from the date decision is rendered by the neutral person.

(c) If within ten calendar days after the date of a decision on appeal by the highest officer of the carrier designated to handle appeals under this agreement the organization or the employe involved requests such highest officer in writing by Registered or Certified Mail, Return Receipt Requested, that a neutral be appointed to decide the dispute, a neutral person to act as sole arbitrator to decide the dispute shall be selected by the highest officer of the carrier designated to handle appeals under this agreement or his designated representative, the Chief Executive of the organization or his designated representative, and the employe involved or his representative. If they are unable to agree upon the selection of a neutral person any one of them may request the Chairman of the National Mediation Board in writing to appoint such neutral. The carrier, the organization and the employe involved shall have the right to appear and present evidence at a hearing before such neutral arbitrator. Any decision by such neutral arbitrator shall be made within thirty calendar days from the date of receipt of the request for his appointment and shall be final and

binding upon the parties. The carrier, the employe, and the organization shall be promptly advised thereof in writing by Registered or Certified Mail, Return Receipt Requested. If the position of the employe is sustained, the fees, salary and expenses of the neutral arbitrator shall be borne in equal shares by the carrier and the organization; if the employe's position is not sustained, such fees, salary and expenses shall be borne in equal shares by the carrier, the organization and the employe.

(d) The time periods specified in this section may be extended in individual cases by written agreement between the carrier and the organization.

(e) Provisions of investigation and discipline rules contained in the Rules and Working Conditions Agreement between a carrier and the organization will not apply to cases arising under this agreement.

(f) The General Chairman of the organization shall notify the carrier in writing of the title(s) and address(es) of its representatives who are authorized to serve and receive the notices described in this agreement. The carrier shall notify the General Chairman of the organization in writing of the title(s) and address(es) of its representatives who are authorized to receive and serve the notices described in this agreement.

(g) In computing the time periods specified in this agreement, the date on which a notice is received or decision rendered shall not be counted.

Section 6. Other provisions of this agreement to the contrary notwithstanding, the Carrier shall not be required to terminate the employment of an employe until such time as a qualified replacement is available. The carrier may not, however, retain such employe in service under the provisions of this section for a period in excess of sixty calendar days from the date of the last decision rendered under the provisions of Section 5, or ninety calendar days from date of receipt of notice from the organization in cases where the employe does not request a hearing. The employe whose employment is extended under the provisions of this section shall not, during such extension, retain or acquire any seniority rights. The position will be advertised as vacant under the bulletining rules of the respective agreements but the employe may remain on the position he held at the time of the last decision, or at the date of receipt of notice where no hearing is requested pending the assignment of the successful applicant, unless displaced or unless the position is abolished. The above periods may be extended by agreement between the carrier and the organization involved.

Section 7. An employe whose seniority and employment under the Rules and Working Conditions Agreement is terminated pursuant to the provisions of this agreement or whose employment is extended under Section 6 shall have no time or money claims by reason thereof.

If the final determination under Section 5 of this agreement is that an employe's seniority and employment in a craft or class shall be terminated, no liability against the carrier in favor of the organization or other employes based upon an alleged violation, misapplication or non-compliance with any part of this agreement shall arise or accrue during the period up to the expiration of the 60 or 90 day periods specified in Section 6, or while such determination may be stayed by a court, or while a discharged employe may be restored to service pursuant to judicial determination. During such periods, no provision of any other agreement between the parties hereto shall be used as the basis for a grievance or time or money claim by or on behalf of any employe against the carriers predicated upon any action taken by the carrier in applying or complying with this agreement or upon an alleged violation, misapplication or non-compliance with any provision of this agreement. If the final determination under Section 5 of this agreement is that an employe's employment and seniority shall not be terminated, his continuance in service shall give rise to no liability against the carrier in favor of the organization or other employes based upon an alleged violation, misapplication or non-compliance with any part of this agreement.

Section 8. In the event that seniority and employment under the Rules and Working Conditions Agreement is terminated by the carrier under the provisions of this agreement, and such termination of seniority and employment is subsequently determined to be improper, unlawful, or unenforceable, the organization shall indemnify and save harmless the carrier against any and all liability arising as the result of such improper, unlawful, or unenforceable termination of seniority and employment; Provided, however, that this section shall not apply to any case in which the carrier involved is the plaintiff or the moving party in the action in which the aforesaid determination is made or in which case such carrier acts in collusion with any employe; Provided further, that the aforementioned liability shall not extend to the expense to the carrier in defending suits by employes whose seniority and employment are terminated by the carrier under the provisions of this agreement.

Section 9. An employe whose employment is terminated as a result of non-compliance with the provisions of this Agreement shall be regarded as having terminated his employe relationship for vacation purposes.

Section 10. (a) The Carriers party to this agreement shall periodically deduct from the wages of employes subject to this agreement

periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership in such organization, and shall pay the amount so deducted to such officers of the organization as the organization shall designate; Provided, however, that the requirements of this subsection (a) shall not be effective with respect to any individual employe until he shall have furnished the carrier with a written assignment to the organization of such membership dues, initiation fees and assessments, which assignment shall be revocable in writing after the expiration of one year or upon the termination of this agreement whichever occurs sooner.

(b) The provisions of subsection (a) of this section shall not become effective unless and until the carriers and the organization shall, as a result of further negotiations pursuant to the recommendations of Emergency Board No. 98, agree upon the terms and conditions under which such provisions shall be applied; such agreement to include, but not be restricted to, the means of making said deductions, the amounts to be deducted, the form, procurement and filing of authorization certificates, the frequency of deductions, the priority of said deductions with other deductions now or hereafter authorized, the payment and distributions of amounts withheld and any other matters pertinent thereto.

Section 11. This agreement shall become effective on April 30, 1953, and is in full and final settlement of notices served upon the carriers by the organizations signatory hereto on or about February 5, 1951. It shall be construed as a separate agreement by and on behalf of each carrier party hereto and those employes represented by each organization on each of said carriers heretofore stated. This agreement shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended.

Signed at Kansas City, Missouri, this 30 day of March, 1953.

(Signatures are not here reproduced)

Addendum No. 3

NATIONAL HOLIDAY PROVISIONS

The following represents a synthesis in one document, for the convenience of the parties, of the current Holiday provisions of the National Agreement of August 21, 1954 and amendments thereto provided in various National Agreements.

This is intended as a guide and is not to be construed as constituting a separate agreement between the parties. If any dispute arises as to the proper interpretation or application of any provision, the terms of the appropriate agreement shall govern.

Section 1. Subject to the qualifying requirements contained in Section 3 hereof, and to the conditions hereinafter provided, each hourly and daily rated employee shall receive eight hours' pay at the pro rata hourly rate for each of the following enumerated holidays:

New Year's Day	Veteran's Day
Washington's Birthday	Thanksgiving Day
Good Friday	Christmas Eve (the day before Christmas is observed)
Memorial Day	Christmas
Fourth of July	
Labor Day	

provided that on railroads on which some holiday other than Good Friday has been substituted, by agreement, for the birthday holiday, unless the employees now desire to have Good Friday included as a holiday in place of such holiday which has been substituted for the birthday holiday such substitution will continue effective, and Good Friday will be eliminated from the holidays enumerated above and from the provisions of this Article II which follow.

(a) Holiday pay for regularly assigned employees shall be at the pro rata rate of the position to which assigned.

(b) For other than regularly assigned employees, if the holiday falls on a day on which he would otherwise be assigned to work, he shall, if consistent with the requirements of the service, be given the day off and receive eight hours' pay at the pro rata rate of the position which he otherwise would have worked. If the holiday falls on a day other than a day on which he otherwise would have worked, he shall receive eight hours' pay at the pro rata hourly rate of the position on which compensation last accrued to him prior to the holiday.

(c) Subject to the applicable qualifying requirements in Section 3 hereof, other than regularly assigned employees shall be eligible for the paid holidays or pay in lieu thereof provided for in paragraph (b) above, provided (1) compensation for service paid him by the carrier is credited to 11 or more of the 30 calendar days

immediately preceding the holiday and (2) he has had a seniority date for at least 60 calendar days or has 60 calendar days of continuous active service preceding the holiday beginning with the first day of compensated service, provided employment was not terminated prior to the holiday by resignation, for cause, retirement, death, non-compliance with a union shop agreement, or disapproval of application for employment.

(d) The provisions of this Section and Section 3 hereof applicable to other than regularly assigned employees are not intended to abrogate or supersede more favorable rules and practices existing on certain carriers under which other than regularly assigned employees are being granted paid holidays.

NOTE: This rule does not disturb agreements or practices now in effect under which any other day is substituted or observed in place of any of the above enumerated holidays.

Section 2. (a) Monthly rates, the hourly rates of which are predicated upon 169-1/3 hours, shall be adjusted by adding the equivalent of 56 pro rata hours to the annual compensation (the monthly rate multiplied by 12) and this sum shall be divided by 12 in order to establish a new monthly rate. The hourly factor will thereafter be 174 and overtime rates will be computed accordingly.

Weekly rates that do not include holiday compensation shall receive a corresponding adjustment.

(b) All other monthly rates of pay shall be adjusted by adding the equivalent of 28 pro rata hours to the annual compensation (the monthly rate multiplied by 12) and this sum shall be divided by 12 in order to establish a new monthly rate. The sum of presently existing hours per annum plus 28 divided by 12 will establish a new hourly factor and overtime rates will be computed accordingly.

Weekly rates not included in Section 2(a) shall receive a corresponding adjustment.

Effective January 1, 1973, the monthly rates of monthly rated employees shall be adjusted by adding the equivalent of 8 pro rata hours to their annual compensation (the monthly rate multiplied by 12) and this sum shall be divided by 12 in order to establish a new monthly rate. Weekly rates shall be adjusted by adding the equivalent of 8 pro rata hours to the annual compensation and a new weekly rate established in the same manner as under Article II, Section 2 of the August 21, 1954 Agreement. The hourly factor will be correspondingly increased and overtime rates will be computed accordingly.

Effective January 1, 1976, after application of the cost-of-living adjustment effective that date, the monthly rates of monthly rated employees shall be adjusted by adding the equivalent of 8 pro rata hours' pay to their annual compensation (the rate multiplied by 12) and this sum shall be divided by 12 in order to establish a new monthly rate. That portion of such 8 pro rata hours' pay which derives from the cost-of-living allowance will not become part of basic rates of pay except as provided in Article II, Section 1(d) of the Agreement of January 29, 1975. The sum of presently existing hours per annum plus 8, divided by 12, will establish a new hourly factor for purposes of applying cents-per-hour adjustments in such monthly rates of pay and computing overtime rates.

A corresponding adjustment shall be made in weekly rates and hourly factors derived therefrom.

The hourly factor as shown in Section 2(a) above, was as a result of the addition of the birthday holiday increased, effective January 1, 1965, to 174-2/3; as a result of the addition of Veterans Day as a holiday, effective January 1, 1973, increased to 175-1/3; and as a result of the addition of Christmas Eve as a holiday, effective January 1, 1976, increased to 176.

Section 3. A regularly assigned employee shall qualify for the holiday pay provided in Section 1 hereof if compensation paid him by the carrier is credited to the workdays immediately preceding and following such holiday or if the employee is not assigned to work but is available for service on such days. If the holiday falls on the last day of a regularly assigned 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 workweek, the last workday of the preceding workweek shall be considered the workday immediately preceding the holiday.

Except as provided in the following paragraph, all others for whom holiday pay is provided in Section 1 hereof shall qualify for such holiday pay if on the day preceding and the day following the holiday they satisfy one or the other of the following conditions:

- (i) Compensation for service paid by the carrier is credited; or
- (ii) Such employee is available for service.

NOTE: "Available" as used in subsection (ii) above is interpreted by the parties to mean that an employee is available unless he lays off of his own accord or does not respond to a call, pursuant to the rules of the applicable agreement, for service.

For the purposes of Section 1, other than regularly assigned employees who are relieving regularly assigned employees on the same assignment on both the workday preceding and the workday following the holiday will have the workweek of the incumbent of the assigned position

and will be subject to the same qualifying requirements respecting service and availability on the workdays preceding and following the holiday as apply to the employee whom he is relieving.

Compensation paid under sick-leave rules or practices will not be considered as compensation for purposes of this rule.

An employee who meets all other qualifying requirements will qualify for holiday pay for both Christmas Eve and Christmas Day if on the "workday" or the "day", as the case may be, immediately preceding the Christmas Eve holiday he fulfills the qualifying requirements applicable to the "workday" or the "day" before the holiday and on the "workday" or the "day", as the case may be, immediately following the Christmas Day holiday he fulfills the qualifying requirements applicable to the "workday" or the "day" after the holiday.

An employee who does not qualify for holiday pay for both Christmas Eve and Christmas Day may qualify for holiday pay for either Christmas Eve or Christmas Day under the provisions applicable to holidays generally.

Section 4. Provisions in existing agreements with respect to holidays in excess of the ten holidays referred to in Section 1 hereof shall continue to be applied without change.

Section 5. (a) Existing rules and practices thereunder governing whether an employee works on a holiday and the payment for work performed on a holiday are extended to apply to Good Friday, to Veterans Day and to Christmas Eve in the same manner as to other holidays listed or referred to therein.

(b) All rules, regulations or practices which provide that when a regularly assigned employee has an assigned relief day other than Sunday and one of the holidays specified therein falls on such relief day, the following assigned day will be considered his holiday, are hereby eliminated.

(c) Under no circumstances will an employee be allowed, in addition to his holiday pay, more than one time and one-half payment for service performed by him on a holiday which is also a work day, a rest, and/or a vacation day.

NOTE: This provision does not supersede provisions of the individual collective agreements that require payment of double time for holidays under specified conditions.

(d) Except as provided in this Section 5, existing rules and practices thereunder governing whether an employee works on a holiday and the payment for work performed on a holiday are not changed hereby.

Section 6. Article II, Section 6 of the Agreement of August 21, 1954, which was added by the Agreement of November 20, 1964, is eliminated. However, the adjustment in monthly rates of monthly rated employees which was made effective January 1, 1965, pursuant to Article

II of the Agreement of November 20, 1964, by adding the equivalent of 8 pro rata hours to their annual compensation (the monthly rate multiplied by 12) and dividing this sum by 12 in order to establish a new monthly rate, continues in effect. Effective January 1, 1972, weekly rates shall be adjusted by adding the equivalent of 8 pro rata hours to the annual compensation and a new weekly rate established in the same manner as under Article II, Section 2 of the August 21, 1954 Agreement. The hourly factor will be correspondingly increased and overtime rates will be computed accordingly. This adjustment will not apply to any weekly rates of pay which may have been earlier adjusted to include pay for the birthday holiday.

Section 7. When any of the ten recognized holidays enumerated in Section 1 of this Article II, or any day which by agreement, or by law or proclamation of the State or Nation, has been substituted or is observed in place of any of such holidays, falls during an hourly or daily rated employee's vacation period, he shall, in addition to his vacation compensation, receive the holiday pay provided for therein provided he meets the qualification requirements specified. The "workdays" and "days" immediately preceding and following the vacation period shall be considered the "workdays" and "days" preceding and following the holiday for such qualification purposes.

Addendum No. 4

MEMORANDUM OF AGREEMENT

IN CONNECTION WITH COORDINATION
OF SHREVEPORT TERMINAL FACILITIES

OF

THE KANSAS CITY SOUTHERN RAILWAY
COMPANY

AND

LOUISIANA & ARKANSAS RAILWAY COMPANY

ENTERED INTO BETWEEN
BROTHERHOOD OF MAINTENANCE
OF WAY EMPLOYEES

AND

THE KANSAS CITY SOUTHERN
RAILWAY COMPANY

LOUISIANA & ARKANSAS RAILWAY COMPANY

In connection with the coordination of terminal facilities of the Carriers at Shreveport, it is agreed as follows:

1. (a) The Washington Job Protection Agreement shall apply.

(b) When the general chairman makes claim that an employee has been adversely affected by this coordination, management shall, upon request, furnish such representative a statement showing total compensation received by such employee and his total time paid for during the last twelve (12) months in which he performed service immediately preceeding the date on which he claims to have been adversely affected, and management and such representatives will make available to each other any additional records and data bearing upon the claim.

2. Employees transferred from the payrolls of the Louisiana & Arkansas Railway to the payrolls of the Kansas City Southern Railway, or vice versa, by reason of the operation of the provisions of this agreement, shall have the option of (a) retaining their group insurance, hospital association membership, and pass privileges on the road from which transferred, or, in lieu thereof (b) obtaining group insurance, hospi-

tal association membership and pass privileges on the road to which transferred, but not both. One set of pass rules is in effect for both carriers here involved.

3. Nothing contained in this agreement shall limit or infringe upon the rights of employees covered hereby in the coordinated terminal under the Railway Labor Act or Railroad Retirement Act.

4. Transfer from the payroll of the Louisiana & Arkansas to the payroll of the Kansas City Southern, or vice versa, shall, of itself, not constitute a break in the continuity of service or curtailment of vacation rights or the privileges set forth in Section 2 hereof.

5. Nothing in this Memorandum is intended to affect the rights of management to designate on which company's payroll (either Kansas City Southern or Louisiana & Arkansas) any such position is to be carried.

6. Carrier will make available, from the intersection of Milam and Portland, a means of transportation for employees who are required to report for, and are relieved from, duty at the new yard.

Such transportation between the intersection of Milam and Portland and the new yard will be without charge to employees. If it should develop that the transportation between Milam and Portland and the new yard is not being used sufficiently to justify its continuance, the management and committee will meet before such transportation facilities are discontinued and endeavor to work out a satisfactory arrangement. Such transportation shall be continued for a period not to exceed four years from the effective date of the joint terminal operation.

7. Suitable lighted parking space will be provided at points employees are required to report and are relieved from duty at the new facilities for use of employees who may use their own automobiles going to and from work at this point.

Parking space now provided for employees at the facilities currently maintained will be continued for such employees as may report for and be relieved thereat in the joint operation.

8. Eating facilities will be provided at the new yard and made available to employees reporting for or relieved from duty at the new yard. Representatives of the organization will urge the employees to patronize such facilities. If it develops that the facilities cannot be operated account lack of patronage, the management and committee will meet before such facilities are discontinued in an endeavor to work out a satisfactory arrangement to take care of any of the employees who cannot obtain eating facilities at or near the new yard.

9. Telephone, drinking and toilet facilities will be provided by the Carriers at the new yard. Bulletin boards will be provided and bulletins posted where employees are required to report for and are relieved from duty.

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In connection with such coordination of terminal facilities of the Carriers at Shreveport, a question arose over the performance of work by Shopcrafts employees on the one hand and by Maintenance of Way employees on the other hand.

The Carriers and their Shopcrafts employees have agreed to the application of L&A shopcrafts agreement to shopcrafts employees in the coordinated terminal.

(1) The adoption of the L&A shopcrafts rules for application to shopcrafts employees in the coordinated terminal shall not be used as a vehicle to change performance of work as between Maintenance of Way employees and Shopcrafts employees as it exists, respectively, on the L&A and KCS.

(2) It is the purpose to attempt to preserve as much as possible the status of such work as it existed prior to the coordination. It is the intention to transfer to Shopcrafts employees at Shreveport, work (when required by the Carriers) which traditionally and regularly has been done by L&A Shopcrafts employees at Minden or KCS Shopcrafts employees at Shreveport for the maintenance of way department. Similarly it is the intention to transfer to Maintenance of Way employees at Shreveport work (when required by the company) which traditionally and regularly has been done by Maintenance of Way employees.

(3) An exception to Section (2) above is hereby made with respect to pipe work at the new Deramus Yard:

Pipe work as defined in Sheet Metal Workers classification of work rule in the following areas at Deramus Yard will be performed by sheet metal forces:

(a) The area (including improvements) between Tracks 46 and the Runaround Track.

(b) The interior of the reclamation plant.

(4) The following additional understandings are made a part of this agreement:

(a) That the lathe, now designated for the motor car shop, would be moved into the frog shop, and if used will be operated by machinist.

(b) That the metal planer and shaper in the frog shop will be operated by machinist.

(c) That the jointer now designated for the scale shop will be removed.

(d) That the 100-lb. hammer now designated for the frog shop will be removed and installed in the reclamation plant for operation by blacksmith.

(e) That the radial drill in frog shop will not be used for precision work by maintenance of way employees.

(f) That a carman will be assigned to work in the B&B shop, but this will not prevent B&B employees from also performing work with the machines in the B&B shop.

(g) That Blacksmiths have stated in conference that maintenance of way employees have not made new frogs and switches. Construction of new frogs and switches will be performed by Blacksmiths.

Signed at Shreveport, Louisiana, this 28th day of March, 1956.

FOR THE CARRIERS:

THE KANSAS CITY SOUTHERN RAILWAY COMPANY

LOUISIANA & ARKANSAS RAILWAY COMPANY

By D. E. Farrar
Assistant to President

FOR THE EMPLOYEES:

Geo. Sudderth
General Chairman, Brotherhood of
Maintenance of Way Employes

A. Hart
Vice General Chairman, Brotherhood
of Maintenance of Way Employes

Witness: Clarence G. Eddy
Mediator

Supplement No. 1

MEMORANDUM OF AGREEMENT

between

THE KANSAS CITY SOUTHERN RAILWAY
COMPANY
LOUISIANA & ARKANSAS RAILWAY COMPANY
THE ARKANSAS WESTERN RAILWAY COMPANY
FORT SMITH AND VAN BUREN RAILWAY
COMPANY

and

BROTHERHOOD OF MAINTENANCE OF WAY
EMPLOYEES

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Effective June 1, 1956, it is mutually agreed to establish classification of Apprentice Track Foreman under the agreement in effect on the properties of the above named Companies, subject to the following conditions:

(1) Apprentice Foremen may be promoted from the ranks of laborers, or may be employed by the Division Engineer, who shall be the judge of the qualifications for promotion to, employment or retention as Apprentice Track Foremen.

(2) Seniority rules do not apply to Apprentice Foremen as such.

(a) Employees promoted from the ranks as laborer to position of Apprentice Foreman will retain and accumulate seniority in their home seniority district.

(b) Individuals employed as Apprentice Foremen will acquire an employee status at the time pay starts, and will acquire seniority as laborer on the district where originally employed, subject to the probationary period of sixty days.

(c) No more than three (3) Apprentice Foremen will be employed on any Roadmasters' District, at the same time, except that in case an extra gang on which an Apprentice Foreman is employed may be moved into a Roadmaster's District where three Apprentice Foremen are already employed.

(3) (a) A period of not exceeding four years shall constitute the training period except that any individual failing to show sufficient aptitude to learn and perform all the work required of a foreman will be disqualified and may return to position as laborer in accordance with Rule 3-2.

(b) Apprentice Foremen may be promoted in less than four years if position of Foreman or Assistant Foreman is open and they have qualified in less than four years.

(c) Apprentice Foremen will be given advantage of training in various classes of work in section, extra, steel and yard gangs, where possible.

(4) Apprentice Foremen shall be considered next below Assistant Track Foremen in line for promotion to positions of Track Foremen and Assistant Track Foremen. When positions of Track Foremen or Assistant Track Foremen are bulletined, Apprentice Track Foremen may apply for such positions and if not filled from Track Foremen or Assistant Track Foremen the qualified Apprentice Foreman having the longest period of training will be promoted to such position.

(5) (a) If an Apprentice Foreman promoted to position of Foreman or Assistant Foreman in less than four years fails to meet the requirements of the position, he may be restored to a position as Apprentice Foreman where he may obtain the additional necessary training and experience to complete his apprenticeship.

(b) Failing to qualify a second time he will be removed from training as Apprentice Foreman (as provided in Section (3) hereof).

(6) Apprentice Foremen will engage in work personally with other employees, and may be moved from one gang, or district, to another at the direction of the Division Engineer to give them an opportunity to qualify for promotion to Foreman or Assistant Foreman, provided that when they are moved from one gang or district to another they will not displace a regular assigned employee in the gang or on the district to which transferred.

(7) The rate of pay for Apprentice Track Foremen shall be ten cents (10c) per hour above the laborers' rate on the prevailing Roadmaster's territory on which such Apprentice Foreman is working.

(8) This agreement shall remain in effect subject to revision by mutual agreement, or in accordance with the Railway Labor Act, as amended.

Signed at Kansas City, Missouri, this 27th day of April, 1956.

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FOR THE CARRIERS:

THE KANSAS CITY SOUTHERN RAILWAY COMPANY

LOUISIANA & ARKANSAS RAILWAY COMPANY

THE ARKANSAS WESTERN RAILWAY COMPANY

FORT SMITH AND VAN BUREN RAILWAY COMPANY

by D. E. Farrar
Assistant to President

FOR THE EMPLOYEES:

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

by Geo. Sudderth
General Chairman

by A. Hart
Vice Chairman

Addendum No. 6

(Supplement No. 4)

THE KANSAS CITY SOUTHERN
RAILWAY COMPANY
LOUISIANA & ARKANSAS RAILWAY
COMPANY

Kansas City, Missouri

June 6, 1960

D. E. Farrar
Assistant to President

013.293.2
013.293

Mr. A. Hart, General Chairman
Brotherhood of Maintenance of
Way Employees
211 South 5th Street
Muskogee, Oklahoma

Dear Sir:

In conference June 3, 1960, it was agreed that effective June 1, 1960, the tamping machine operator's rate will be paid for operating the Fairmont "tie bed scarifier" and that machine operators will be used to operate this machine.

It was further agreed that:

- (1) We will allow the power tool differential to track laborers (section or extra gang) in the gang who operate the spike puller, rail lifter, tie remover and tie handler, when such power tools are used, subject to the provisions of the Composite Service Rule (29), in that this differential rate will apply for the entire day on any day a track laborer operates any of these power tools for four hours or more on any work day. If the laborer operates such tool or tools for less than four hours on any day, the regular laborer's rate (of that gang) will apply for the entire day.
- (2) No particular track laborer, or other employee, will have the right to claim the work of operating these or other power tools, and that such power tools may be operated by any other laborer selected by the foreman or supervisor.
- (3) Two or more laborers will not be used to operate the same power tool during the performance of any one day's work in order to avoid payment of the power tool differential under the terms of this agreement.
- (4) When these power tools are operated by track laborers, no other class of Maintenance of Way employees will have rights to claim such service and no such claims will be presented or progressed.

Please sign duplicate copy of this letter in place provided below
and return to me for our files.

Yours very truly,

(Signed) D. E. Farrar

ACCEPTED:

(Signed) A. Hart
General Chairman
Brotherhood of Maintenance of
Way Employes

Addendum No. 7

MEDIATION AGREEMENT

Case No. A-7128

This agreement made this 7th day of February, 1965, by and between the participating carriers listed in Exhibits A, B and C, attached hereto and hereby made a part hereof, and represented by the National Railway Labor Conference and the Eastern, Western and Southeastern Carriers' Conference Committees and the employees shown thereon and represented by the Railway Labor Organizations signatory hereto, through the Employes' National Conference Committee, Five Cooperating Railway Labor Organizations, witnesseth:

IT IS AGREED:

Article 1 - Protected Employees

Section 1. All employees, other than seasonal employees, who were in active service as of October 1, 1964, or who after October 1, 1964, and prior to the date of this Agreement have been restored to active service, and who had two years or more of employment relationship as of October 1, 1964, and had fifteen or more days of compensated service during 1964, will be retained in service subject to compensation as hereinafter provided unless or until retired, discharged for cause, or otherwise removed by natural attrition. Any such employees who are on furlough as of the date of this Agreement will be returned to active service before March 1, 1965, in accordance with the normal procedures provided for in existing agreements, and will thereafter be retained in compensated service as set out above, provided that no back pay will be due to such employees by reason of this Agreement. For the purpose of this Agreement, the term "active service" is defined to include all employees working, or holding an assignment, or in the process of transferring from one assignment to another (whether or not October 1, 1964 was a work day), all extra employees on extra lists pursuant to agreements or practice who are working or are available for calls for service and are expected to respond when called, and where extra boards are not maintained, furloughed employees who respond to extra work when called, and have averaged at least 7 days work for each month furloughed during the year 1964.

Section 2. Seasonal employees, who had compensated service during each of the years 1962, 1963 and 1964, will be offered employment in future years at least equivalent to what they performed in 1964, unless or until retired, discharged for cause, or otherwise removed by natural attrition.

Section 3. In the event of a decline in a carrier's business in excess of 5% in the average percentage of both gross operating revenue and net revenue ton miles in any 30-day period compared with the average of

the same period for the years 1963 and 1964, a reduction in forces in the crafts represented by each of the organizations signatory hereto may be made at any time during the said 30-day period below the number of employees entitled to preservation of employment under this Agreement to the extent of one percent for each one percent the said decline exceeds 5%. The average percentage of decline shall be the total of the percent of decline in gross operating revenue and percent of decline in net revenue ton miles divided by 2. Advance notice of any such force reduction shall be given as required by the current Schedule Agreements of the organizations signatory hereto. Upon restoration of a carrier's business following any such force reduction, employees entitled to preservation of employment must be recalled in accordance with the same formula within 15 calendar days.

Section 4. Notwithstanding other provisions of this Agreement, a carrier shall have the right to make force reductions under emergency conditions such as flood, snowstorm, hurricane, earthquake, fire or strike, provided that operations are suspended in whole or in part and provided further that because of such emergencies the work which would be performed by the incumbents of the positions to be abolished or the work which would be performed by the employees involved in the force reductions no longer exists or cannot be performed. Sixteen hours advance notice will be given to the employees affected before such reductions are made. When forces have been so reduced and thereafter operations are restored employees entitled to preservation of employment must be recalled upon the termination of the emergency. In the event the carrier is required to make force reductions because of the aforesaid emergency conditions, it is agreed that any decline in gross operating revenue and net revenue ton miles resulting therefrom shall not be included in any computation of a decline in the carrier's business pursuant to the provisions of Section 3 of this Article I.

Section 5. Subject to and without limiting the provisions of this agreement with respect to furloughs of employees, reductions in forces, employee absences from service or with respect to cessation or suspension of an employee's status as a protected employee, the carrier agrees to maintain work forces of protected employees represented by each organization signatory hereto in such manner that force reductions of protected employees below the established base as defined herein shall not exceed six per cent (6%) per annum. The established base shall mean the total number of protected employees in each craft represented by the organizations signatory hereto who qualify as protected employees under Section I of this Article I.

Article II - Use and Assignment of Employees and Loss of Protection

Section I. An employee shall cease to be a protected employee in case of his resignation, death, retirement, dismissal for cause in accordance with existing agreements, or failure to retain or obtain a position available to him in the exercise of his seniority rights in accordance

with existing rules or agreements, or failure to accept employment as provided in this Article. A protected furloughed employee who fails to respond to extra work when called shall cease to be a protected employee. If an employee dismissed for cause is reinstated to service, he will be restored to the status of a protected employee as of the date of his reinstatement.

Section 2. An employee shall cease to be a protected employee in the event of his failure to accept employment in his craft offered to him by the carrier in any seniority district or on any seniority roster throughout the carrier's railroad system as provided in implementing agreements made pursuant to Article III hereof, provided, however, that nothing in this Article shall be understood as modifying the provisions of Article V hereof.

Section 3. When a protected employee is entitled to compensation under this Agreement, he may be used in accordance with existing seniority rules for vacation relief, holiday vacancies, or sick relief, or for any other temporary assignments which do not require the crossing of craft lines. Traveling expenses will be paid in instances where they are allowed under existing rules. Where existing agreements do not provide for traveling expenses, in those instances, the representatives of the organization and the carrier will negotiate in an endeavor to reach an agreement for this purpose.

Article III - Implementing Agreements

Section I. The organizations recognize the right of the carriers to make technological, operational and organizational changes, and in consideration of the protective benefits provided by this Agreement the carrier shall have the right to transfer work and/or transfer employees throughout the system which do not require the crossing of craft lines. The organization signatory hereto shall enter into such implementing agreements with the carrier as may be necessary to provide for the transfer and use of employees and the allocation or rearrangement of forces made necessary by the contemplated change. One of the purposes of such implementing agreements shall be to provide a force adequate to meet the carrier's requirements.

Section 2. Except as provided in Section 3 hereof, the carrier shall give at least 60 days' (90 days in cases that will require a change of an employee's residence) written notice to the organization involved of any intended change or changes referred to in Section I of this Article whenever such intended change or changes are of such a nature as to require an implementing agreement as provided in said Section I. Such notice shall contain a full and adequate statement of the proposed change or changes, including an estimate of the number of employees that will be affected by the intended change or changes. Any change covered by such notice which is not made within a reasonable time following the service of the notice,

when all of the relevant circumstances are considered, shall not be made by the carrier except after again complying with the requirements of this Section 2.

Section 3. The carrier shall give at least 30 days' notice where it proposes to transfer no more than 5 employees across seniority lines within the same craft and the transfer of such employees will not require a change in the place of residence of such employee or employees, such notice otherwise to comply with Section 2 hereof.

Section 4. In the event the representatives of the carrier and organizations fail to make an implementing agreement within 60 days after notice is given to the general chairman or general chairmen representing the employees to be affected by the contemplated change, or within 30 days after notice where a 30-day notice is required pursuant to Section 3 hereof, the matter may be referred by either party to the Disputes Committee as hereinafter provided. The issues submitted for determination shall not include any question as to the right of the carrier to make the change but shall be confined to the manner of implementing the contemplated change with respect to the transfer and use of employees, and the allocation or rearrangement of forces made necessary by the contemplated change.

Section 5. The provisions of implementing agreements negotiated as hereinabove provided for with respect to the transfer and use of employees and allocation or reassignment of forces shall enable the carrier to transfer such protected employees and rearrange forces, and such movements, allocations and rearrangements of forces shall not constitute an infringement of rights of unprotected employees who may be affected thereby.

Article IV - Compensation Due Protected Employees

Section 1. Subject to the provisions of Section 3 of this Article IV, protected employees entitled to preservation of employment who hold regularly assigned positions on October 1, 1964, shall not be placed in a worse position with respect to compensation than the normal rate of compensation for said regularly assigned position on October 1, 1964; provided, however, that in addition thereto such compensation shall be adjusted to include subsequent general wage increases.

Section 2. Subject to the provisions of Section 3 of this Article IV, all other employees entitled to preservation of employment shall not be placed in a worse position with respect to compensation than that earned during a base period comprised of the last twelve months in which they performed compensated service immediately preceding the date of this Agreement. For purposes of determining whether, or to what extent, such an employee has been placed in a worse position with respect to his compensation, his total compensation and total time paid for during the base period will be separately divided by twelve. If his compensation in his current employment is less in any month (commencing with the first month following the date of this agreement)

than his average base period compensation (adjusted to include subsequent general wage increases), he shall be paid the difference less compensation for any time lost on account of voluntary absences to the extent that he is not available for service equivalent to his average time paid for during the base period, but he shall be compensated in addition thereto at the rate of the position filled for any time worked in excess of the time paid for during the base period; provided, however, that in determining compensation in his current employment the employee shall be treated as occupying the position producing the highest rate of pay and compensation to which his seniority entitles him under the working agreement and which does not require a change in residence.

Section 3. Any protected employee who in the normal exercise of his seniority bids in a job or is bumped as a result of such an employee exercising his seniority in the normal way by reason of a voluntary action, will not be entitled to have his compensation preserved as provided in Sections 1 and 2 hereof, but will be compensated at the rate of pay and conditions of the job he bids in; provided, however, if he is required to make a move or bid in a position under the terms of an implementing agreement made pursuant to Article III hereof, he will continue to be paid in accordance with Sections 1 and 2 of this Article IV.

Section 4. If a protected employee fails to exercise his seniority rights to secure another available position, which does not require a change in residence, to which he is entitled under the working agreement and which carries a rate of pay and compensation exceeding those of the position he elects to retain, he shall thereafter be treated for the purposes of this Article as occupying the position which he elects to decline.

Section 5. A protected employee shall not be entitled to the benefits of this Article during any period in which he fails to work due to disability, discipline, leave of absence, military service, or other absence from the carrier's service, or during any period in which he occupies a position not subject to the working agreement; nor shall a protected employee be entitled to the benefits of this Article IV during any period when furloughed because of reduction in force resulting from seasonal requirements (including lay-offs during Miners' Holiday and the Christmas Season) or because of reduction in forces pursuant to Article I, Sections 3 or 4, provided, however, that employees furloughed due to seasonal requirements shall not be furloughed in any 12-month period for a greater period than they were furloughed during the 12 months preceding the date of this agreement.

Section 6. The carrier and the organizations signatory hereto will exchange such data and information as are necessary and appropriate to effectuate the purposes of this Agreement.

Article V - Moving Expenses and Separation Allowances

In the case of any transfers or rearrangement of forces for which an implementing agreement has been made, any protected employee who has 15 or more years of employment relationship with the carrier and who is requested by the carrier pursuant to said implementing agreement to transfer to a new point of employment requiring him to move his residence shall be given an election, which must be exercised within seven calendar days from the date of request, to resign and accept a lump sum separation allowance in accordance with the following provisions:

If the employee elects to transfer to the new point of employment requiring a change of residence, such transfer and change of residence shall be subject to the benefits contained in Sections 10 and 11 of the Washington Agreement notwithstanding anything to the contrary contained in said provisions and in addition to such benefits shall receive a transfer allowance of four hundred dollars (\$400) and five working days instead of the "two working days" provided by Section 10(a) of said Agreement.

If the employee elects to resign in lieu of making the requested transfer as aforesaid he shall do so as of the date the transfer would have been made and shall be given (in lieu of all other benefits and protections to which he may have been entitled under the Protective Agreement and Washington Agreement) a lump sum separation allowance which shall be computed in accordance with the schedule set forth in Section 9 of the Washington Agreement; provided, however, that force reductions permitted to be made under this Agreement shall be in addition to the number of employees who resign to accept the separation allowance herein provided.

Those protected employees who do not have 15 years or more of employment relationship with the carrier and who are required to change their place of residence shall be entitled to the benefits contained in Sections 10 and 11 of the Washington Agreement notwithstanding anything to the contrary contained in such provisions and in addition to such benefits shall receive a transfer allowance of four hundred dollars (\$400) and 5 working days instead of "two working days" provided in Section 10(a) of said Agreement.

Article VI - Application to Mergers, Consolidations and Other Agreements

Section 1. Any merger agreement now in effect applicable to merger of two or more carriers, or any job protection or employment security agreement which by its terms is of general system-wide and continuing application, or which is not of general system-wide application but which by its terms would apply in the future, may be preserved by the employee representatives so notifying the carrier

within sixty days from the date of this agreement, and in that event this agreement shall not apply on that carrier to employees represented by such representatives.

Section 2. In the event of merger or consolidation of two or more carriers, parties to this Agreement on which this agreement is applicable, or parts thereof, into a single system subsequent to the date of this agreement, the merged, surviving or consolidated carrier will constitute a single system for purposes of this agreement, and the provisions hereof shall apply accordingly, and the protections and benefits granted to employees under this agreement shall continue in effect.

Section 3. Without in any way modifying or diminishing the protection, benefits or other provisions of this agreement, it is understood that in the event of a coordination between two or more carriers as the term "coordination" is defined in the Washington Job Protection Agreement, said Washington Agreement will be applicable to such coordination, except that Section 13 of the Washington Job Protection Agreement is abrogated and the disputes provisions and procedures of this agreement are substituted therefor.

Section 4. Where prior to the date of this agreement the Washington Job Protection Agreement (or other agreements of similar type whether applying inter-carrier or intra-carrier) has been applied to a transaction, coordination allowance and displacement allowances (or their equivalents or counterparts, if other descriptive terms are applicable on a particular railroad) shall be unaffected by this agreement either as to amount or duration, and allowances payable under the said Washington Agreement or similar agreements shall not be considered compensation for purposes of determining the compensation due a protected employee under this agreement.

Article VII - Disputes Committee

Section 1. Any dispute involving the interpretation or application of any of the terms of this agreement and not settled on the carrier may be referred by either party to the dispute for decision to a committee consisting of two members of the Carriers' Conference Committees signatory to this agreement, two members of the Employees' National Conference Committee signatory to this agreement, and a referee to be selected as hereinafter provided. The referee selected shall preside at the meetings of the committee and act as chairman of the committee. A majority vote of the partisan members of the committee shall be necessary to decide a dispute, provided that if such partisan members are unable to reach a decision, the dispute shall be decided by the referee. Decisions so arrived at shall be final and binding upon the parties to the dispute.

Section 2. The parties to this agreement will select a panel of three potential referees for the purpose of disposing of disputes pursuant to the provisions of this section. If the parties are unable to agree upon the selection of the panel of potential referees within 30 days of the date of the signing of this agreement, the National Mediation Board shall be requested to name such referee or referees as are necessary to fill the panel within 5 days after the receipt of such request. Each panel member selected shall serve as a member of such panel for a period of one year, if available. Successors to the members of the panel shall be appointed in the same manner as the original appointees.

Section 3. Disputes shall be submitted to the committee by notice in writing to the Chairman of the National Railway Labor Conference and to the Chairman of the Employees' National Conference Committee, signatories to this agreement, who shall within 10 days of receipt of such notice, designate the members of their respective committees who shall serve on the committee and arrange for a meeting of the committee to consider such disputes as soon as a panel referee is available to serve, and in no event more than 10 days thereafter. Decision shall be made at the close of the meeting if possible (such meeting not to continue for more than 5 days) but in any event within 5 days of the date such meeting is closed, provided that the partisan members of the committee may by mutual agreement extend the duration of the meeting and the period for decision. The notice provided for in this Section 3 shall state specifically the questions to be submitted to the committee for decision; and the committee shall confine itself strictly to decisions as to the question so specifically submitted to it.

Section 4. Should any representative of a party to a dispute on any occasion fail or refuse to meet or act as provided in Section 3, then the dispute shall be regarded as decided in favor of the party whose representatives are not guilty of such failure or refusal and settled accordingly but without establishing a precedent for any other cases; provided that a partisan member of the committee may, in the absence of his partisan colleague, vote on behalf of both.

Section 5. The parties to the dispute will assume the compensation, travel expense and other expense of their respective partisan committee members. Unless other arrangements are made, the office, stenographic and other expenses of the committee, including compensation and expenses of the referee, shall be shared equally by the parties to the dispute.

Article VIII - Effect of This Agreement

This Agreement is in settlement of the disputes growing out of notices served on the carriers listed in Exhibits A, B and C on or about May 31, 1963 relating to Stabilization of Employment, and out

of proposals served by the individual railroads on organization representatives of the employees involved on or about June 17, 1963 relating to Technological, Organizational and Other Changes and Employee Protection. This Agreement shall be construed as a separate Agreement by and on behalf of each of said carriers and its employees represented by each of the organizations signatory hereto. The provisions of this Agreement shall remain in effect until July 1, 1967, and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

No party to this agreement shall serve, prior to January 1, 1967, any notice or proposal on a national, regional or local basis for the purpose of changing the provisions of this Agreement, or which relates to the subject matter contained in the proposals of the parties referred to in this Article, and that portion of pending notices relating to such subject matters, whether local, regional or national in character, are withdrawn. Any notice or proposal of the character referred to in this paragraph served on or after January 1, 1967 shall not be placed into effect before July 1, 1967.

Article IX - Court Approval

This Agreement is subject to approval of the courts with respect to carriers in the hands of receivers or trustees.

MEMORANDUM OF AGREEMENT

BETWEEN

THE KANSAS CITY SOUTHERN RAILWAY
COMPANY

LOUISIANA & ARKANSAS RAILWAY COMPANY

AND

BROTHERHOOD OF MAINTENANCE
OF WAY EMPLOYEES

In full disposition of Section V of the Award of Arbitration Board No. 298, and your letter request of January 9, 1968, in regard thereto-

IT IS HEREBY AGREED AS FOLLOWS:

SECTION I

The railroad company shall provide for employees who are employed in a type of service, the nature of which regularly requires them throughout their work week to live away from home in camp cars, camps, highway trailers, hotels or motels, as follows:

A. Lodging

1. If lodging is furnished by the railroad company, the camp cars or other lodging furnished shall include bed, mattress, bathing and toilet facilities. In lieu of any obligation on the part of the railroad company to furnish, maintain, launder, et cetera, pillows, bed linens, blankets and towels, and to furnish soap and cleaning supplies, the company shall pay monthly to each employee entitled to such lodging referred to herein a money allowance equivalent to 17 cents per day (not subject to wage adjustments) for each day of the calendar week, including rest days, and holidays, except that it shall not be payable for work days on which the employee is voluntarily absent from service, and it shall not be payable for rest days or holidays if the employee is voluntarily absent from service when work was available to him on the work day preceding or the work day following said rest days or holidays.
2. Lodging facilities furnished by the railroad company shall be adequate for the purpose and maintained in a clean, healthful and sanitary condition. It will be the duty of the foreman to see that cars or trailers are kept clean.

3. If lodging is not furnished by the railroad company the employee shall be reimbursed for the actual reasonable expense thereof not in excess of \$6.40 per day. (10-30-78)

B. Meals

1. If the railroad company provides cooking and eating facilities and pays the salary or salaries of necessary cooks, each employee shall be paid a meal allowance of \$1.60 per day. (10-30-78)

NOTE: Cooking and eating facilities referred to above shall include stove and fuel therefor, refrigerator, table and seats, but shall not include cooking utensils, tableware (dishes, silverware, et cetera) and linens.

2. If the railroad company provides cooking and eating facilities but does not furnish and pay the salary or salaries of necessary cooks, each employee shall be paid a meal allowance of \$3.20 per day. (10-30-78)

NOTE: Cooking and eating facilities referred to above shall include stove and fuel therefor, refrigerator, table and seats, but shall not include cooking utensils, tableware (dishes, silverware, et cetera) and linens.

3. If the employees are required to obtain their meals in restaurants or commissaries, each employee shall be paid a meal allowance of \$4.80 per day. (10-30-78)
4. The foregoing per diem meal allowance shall be paid for each day of the calendar week, including rest days and holidays, except that it shall not be payable for work days on which the employee is voluntarily absent from service, and it shall not be payable for rest days or holidays if the employee is voluntarily absent from service when work was available to him on the work day preceding or the work day following said rest days or holidays.

C. Travel from one work point to another.

1. Time spent in traveling from one work point to another (during regular assigned hours, outside of regularly assigned hours or on a rest day or holiday) shall be paid for at the straight time rate.
2. An employee who is not furnished means of transportation by the railroad company from one work point to another and who uses other forms of transportation for this purpose shall be reimbursed for the cost of such other transportation. If he uses his personal automobile for this purpose in the absence of transportation furnished by the railroad company he shall be reimbursed for such use of his automobile at the rate of fifteen cents a mile. If an employee's work point is changed dur-

ing his absence from the work point on a rest day or holiday this paragraph shall apply to any mileage he is required to travel to the new work point in excess of that required to return to the former work point. (10-30-78)

NOTE: In the event employees occupying bunk cars, or trailers, are moved to a new work location to perform emergency or temporary service and are not accompanied by their bunk cars or trailers, such employees will be allowed actual necessary expenses.

SECTION II

Employees (other than those referred to in Section I above and other than dining car employees) who are required in the course of their employment to be away from their headquarters point as designated by the carrier, including employees filling relief assignments or performing extra or temporary service, shall be compensated as follows:

- A. 1. The carrier shall designate a headquarters point for each regular position and each regular assigned relief position. For employees, other than those serving in regular positions or in regular assigned relief positions, the carrier shall designate a headquarters point for each employee. No designated headquarters point may be changed more frequently than once each 60 days and only after at least 15 days' written notice to the employee affected.

NOTE: For relief Foremen who are otherwise assigned, the headquarters point will be the headquarters of the position from which taken to perform relief work.

2. Employees having designated headquarters points will be compensated for expenses under present agreement rules.
3. The following will apply only to employees performing extra or regular assigned relief work or filling temporary vacancies, or regular assigned employees diverted from their regular assignment to perform such work.

When employees are unable to return to their headquarters point on any day they shall be reimbursed for the actual reasonable cost of meals and lodging away from their headquarters point not in excess of \$11.20 per day. (10-30-78)

An employee in such service shall be furnished with free transportation by the railroad company in traveling from his headquarters point to another point and return, or from one point to another. If such transportation is not furnished, he will be reimbursed for the cost of rail fare if he travels on other rail lines, or the cost of other public transportation used in making the trip; or if he has an automobile which he is willing to use and the carrier authorizes him to use said automobile, he will be paid an allowance of fifteen cents for each mile in

traveling from his headquarters point to the work point, and return, or from one work point to another. (10-30-78)

If the time consumed in actual travel, including waiting time enroute, from the headquarters point to the work location, together with necessary time spent waiting for the employee's shift to start, exceeds one hour, or if on completion of his shift necessary time spent waiting for transportation plus the time of travel, including waiting time enroute, necessary to return to his headquarters point or to the next work location exceeds one hour, then the excess over one hour in each case shall be paid for as working time at the straight time rate of the job to which traveled. When employees are traveling by private automobile, time shall be computed at the rate of two minutes per mile traveled.

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No travel time or expense under any of the provisions of this Agreement will be allowed an employee for travel in the exercise of his seniority.

This Agreement shall become effective as of October 15, 1967, as provided in Arbitration Award No. 298 and will continue in effect thereafter subject to the serving of thirty days' notice by either party thereto and further handling to be in pursuance of provisions of the Railway Labor Act.

Signed at Kansas City, Missouri, this 1st day of May, 1968.

FOR THE BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES:

M. A. Christie
General Chairman

A. Hart
Assistant General Chairman

FOR THE CARRIER:

D. E. Farrar
Vice President - Personnel
The Kansas City Southern Railway Co.
Louisiana & Arkansas Railway Co.

SUPPLEMENTAL AGREEMENT

May 17, 1968

Article IV-Contracting Out

In the event a carrier plans to contract out work within the scope of the applicable schedule agreement, the carrier shall notify the General Chairman of the organization involved in writing as far in advance of the date of the contracting transaction as is practicable and in any event not less than 15 days prior thereto.

If the General Chairman, or his representative, requests a meeting to discuss matters relating to the said contracting transaction, the designated representative of the carrier shall promptly meet with him for that purpose. Said carrier and organization representatives shall make a good faith attempt to reach an understanding concerning said contracting, but if no understanding is reached the carrier may nevertheless proceed with said contracting, and the organization may file and progress claims in connection therewith.

Nothing in this Article IV shall affect the existing rights of either party in connection with contracting out. Its purpose is to require the carrier to give advance notice and, if requested, to meet with the General Chairman or his representative to discuss and if possible reach an understanding in connection therewith.

Existing rules with respect to contracting out on individual properties may be retained in their entirety in lieu of this rule by an organization giving written notice to the carrier involved at any time within 90 days after the date of this agreement.

SUPPLEMENTAL AGREEMENT

February 10, 1971

Article VI-Emergency Force Reduction Rule

(a) Rules, agreements or practices, however established, that require advance notice before positions are temporarily abolished or forces are temporarily reduced are hereby modified so as not to require advance notice where a suspension of an individual carrier's operations in whole or in part is due to a labor dispute between such carrier and any of its employees.

(b) Except as provided in paragraph (a) hereof, rules, agreements or practices, however established, that require advance notice to employees before temporarily abolishing positions or making temporary force reductions are hereby modified to eliminate any requirement for such notice under emergency conditions, such as flood, snow storm, hurricane, tornado, earthquake, fire, or a labor dispute other than as defined in paragraph (a) hereof, provided that such conditions result in suspension of a carrier's operations in whole or in part. It is understood and agreed that such temporary force reductions will be confined solely to those work locations directly affected by any suspension of operations. It is further understood and agreed that notwithstanding the foregoing, any employee who is affected by such an emergency force reduction and reports for work for his position without having been previously notified not to report, shall receive four hours' pay at the applicable rate for his position. If an employee works any portion of the day he will be paid in accordance with existing rules.

SUPPLEMENTAL AGREEMENT

February 10, 1971

Article V-Payments To Employees Injured
Under Certain Circumstances

Where employees sustain personal injuries or death under the conditions set forth in paragraph (a) below, the carrier will provide and pay such employees, or their personal representative, the applicable amounts set forth in paragraph (b) below, subject to the provisions of other paragraphs in this Article.

(a) Covered Conditions-

This Article is intended to cover accidents involving employees covered by this agreement while such employees are riding in, boarding, or alighting from off-track vehicles authorized by the carrier and are

- (1) deadheading under orders or
- (2) being transported at carrier expense.

(b) Payments to be Made-

In the event that any one of the losses enumerated in subparagraphs (1), (2) and (3) below results from an injury sustained directly from an accident covered in paragraph (a) and independently of all other causes and such loss occurs or commences within the time limits set forth in subparagraphs (1), (2) and (3) below, the carrier will provide, subject to the terms and conditions herein contained, and less any amounts payable under Group Policy Contract GA-23000 of The Travelers Insurance Company or any other medical or insurance policy or plan paid for in its entirety by the carrier, the following benefits:

(1) Accidental Death or Dismemberment

The carrier will provide for loss of life or dismemberment occurring within 120 days after date of an accident covered in paragraph (a):

Loss of Life	\$150,000
Loss of Both Hands	150,000
Loss of Both Feet	150,000
Loss of Sight of Both Eyes	150,000
Loss of One Hand and One Foot	150,000
Loss of One Hand and Sight of One Eye	150,000
Loss of One Foot and Sight of One Eye	150,000
Loss of One Hand or One Foot or Sight of One Eye	75,000

"Loss" shall mean, with regard to hands and feet, dismemberment by severance through or above wrist or ankle joints; with regard to eyes, entire and irrecoverable loss of sight.

Not more than \$150,000 will be paid under this paragraph to any one employee or his personal representative as a result of any one accident. (10-30-78)

(2) Medical and Hospital Care

The carrier will provide payment for the actual expense of medical and hospital care commencing within 120 days after an accident covered under paragraph (a) of injuries incurred as a result of such accident, subject to limitation of \$3,000 for any employee for any one accident, less any amounts payable under Group Policy Contract GA-23000 of The Travelers Insurance Company or under any other medical or insurance policy or plan paid for in its entirety by the carrier.

(3) Time Loss

The carrier will provide an employee who is injured as a result of an accident covered under paragraph (a) hereof and who is unable to work as a result thereof commencing within 30 days after such accident 80% of the employee's basic full-time weekly compensation from the carrier for time actually lost, subject to a maximum payment of \$150.00 per week for time lost during a period of 156 continuous weeks following such accident provided, however, that such weekly payment shall be reduced by such amounts as the employee is entitled to receive as sickness benefits under provisions of the Railroad Unemployment Insurance Act. (10-30-78)

(4) Aggregate Limit

The aggregate amount of payments to be made hereunder is limited to \$1,000,000 for any one accident and the carrier shall not be liable for any amount in excess of \$1,000,000 for any one accident irrespective of the number of injuries or deaths which occur in or as a result of such accident. If the aggregate amount of payments otherwise payable hereunder exceeds the aggregate limit herein provided, the carrier shall not be required to pay as respects each separate employee a greater proportion of such payments than the aggregate limit set forth herein bears to the aggregate amount of all such payments.

(c) Payment in Case of Accidental Death:

Payment of the applicable amount for accidental death shall be made to the employee's personal representative for the benefit of the persons designated in, and according to the apportionment required by the Federal Employers Liability Act (45 U.S.C. 51 et

seq., as amended), or if no such person survives the employee, for the benefit of his estate.

(d) Exclusions:

Benefits provided under paragraph (b) shall not be payable for or under any of the following conditions:

- (1) Intentionally self-inflicted injuries, suicide or any attempt thereat, while sane or insane;
- (2) Declared or undeclared war or any act thereof;
- (3) Illness, disease, or any bacterial infection other than bacterial infection occurring in consequence of an accidental cut or wound;
- (4) Accident occurring while the employee driver is under the influence of alcohol or drugs, or if an employee passenger who is under the influence of alcohol or drugs in any way contributes to the cause of the accident;
- (5) While an employee is a driver or an occupant of any conveyance engaged in any race or speed test;
- (6) While an employee is commuting to and/or from his residence or place of business.

(e) Offset:

It is intended that this Article V is to provide a guaranteed recovery by an employee or his personal representative under the circumstances described, and that receipt of payment thereunder shall not bar the employee or his personal representative from pursuing any remedy under the Federal Employers Liability Act or any other law; provided, however, that any amount received by such employee or his personal representative under this Article may be applied as an offset by the railroad against any recovery so obtained.

(f) Subrogation:

The carrier shall be subrogated to any right of recovery an employee or his personal representative may have against any party for loss to the extent that the carrier has made payments pursuant to this Article.

The payments provided for above will be made, as above provided, for covered accidents on or after May 1, 1971.

It is understood that no benefits or payments will be due or payable to any employee or his personal representative unless such employee, or his personal representative, as the case may be, stipulates as follows:

"In consideration of the payment of any of the benefits provided in Article V of the Agreement of February 10, 1971,

(employee or personal representative)

agrees to be governed by all of the conditions and provisions said and set forth by Article V."

Savings Clause

This Article V supersedes as of May 1, 1971, any agreement providing benefits of a type specified in paragraph (b) hereof under the conditions specified in paragraph (a) hereof; provided, however, any individual railroad party hereto, or any individual committee representing employees party hereto, may by advising the other party in writing by April 1, 1971, elect to preserve in its entirety an existing agreement providing accident benefits of the type provided in this Article V in lieu of this Article V.

THE KANSAS CITY SOUTHERN RAILWAY COMPANY
LOUISIANA & ARKANSAS RAILWAY COMPANY

KANSAS CITY, MO. 64105

D. E. FARRAR
VICE PRESIDENT-PERSONNEL

October 13, 1972

013.293

G. L. SCHEIL
ASSISTANT TO VICE PRESIDENT-PERSONNEL

H. K. VOLLRATH
ASSISTANT TO VICE PRESIDENT-PERSONNEL

M. A. FRATER
ASSISTANT TO VICE PRESIDENT-PERSONNEL

G. E. HANSON
DIRECTOR OF PERSONNEL
B. G. MILLER
SUPERINTENDENT OF PERSONNEL
J. M. MORALES
SUPERVISOR OF PERSONNEL
H. H. SALISBURY
STAFF OFFICER

Mr. T. G. Hawkes, Jr., General Chairman
Brotherhood of Maintenance of Way Employees
208 Earlee Building
222 East Methvin Street
Longview, Texas 75601

Dear Sir:

Pursuant to our various discussions in regard to working certain gangs four days per week, ten hours per day, it is agreed:

(1) Only those road gang employes who are employed in a type of service, the nature of which regularly requires them throughout their work week to live away from home in outfit cars, highway trailers, campers, hotels or motels, will be eligible to have an assignment consisting of four days per week and ten hours per day, exclusive of meal period, to be worked at the pro rata rates, hereinafter re-referred to as "compressed work week".

(2) In all cases, the Superintendent in charge of the territory involved shall have the exclusive right to determine which road gangs on the respective territories will be eligible for and the duration of which they will be allowed to work the compressed work week, in connection with which they will take into account but will not be limited to considering the following factors in making their determination:

Safety
Fatigue of Employes
Traffic Density
Terrain
Weather
Seasons
Available Daylight Hours
Type of Gang

(3) Employes of the road gangs determined to be eligible for the compressed work week will be apprised of this in the bulletin advertising the establishment of the gang or, if an existing gang, the employes will be notified by bulletin that their gang is eligible for the compressed work week.

(4) Any road gang selected to work a compressed work week shall be given notice on the last work day of the week preceding the first work day in the succeeding week that the gang will commence working the compressed work week. When reverting to the normal forty-hour, five day work week, employees of a road gang working a compressed work week will be notified on the last work day in the week preceding return to the normal hours and work week beginning the following Monday.

(5) Employees of the selected road gangs working the compressed work week will be assigned to a work week of four days, either Monday through Thursday or Tuesday through Friday, and their daily assigned working hours will consist of ten hours, exclusive of meal period, to be worked at the pro rata rates.

(6) If employees of a road gang working the compressed work week are assigned to work Monday through Thursday, they will have rest days of Friday, Saturday and Sunday; if assigned to work Tuesday through Friday, they will have rest days of Saturday, Sunday and Monday.

(7) Employees in the road gang working a compressed work week who live in outfit cars will, during the time so assigned, receive the seventeen (17) cents "pillow, etc." allowance (May 1, 1968 Agreement, Section IA), on either the Monday or Friday rest day if they have compensation credited them on the work days preceding and following such rest day.

(8) Employees of road gangs while assigned to a compressed work week will be credited, for vacation qualifying purposes, 1.25 days for each day on which service is performed on a work day during the compressed work week. Employees who observe their vacations while assigned to a compressed work week will be charged with 1.25 days for each work day while on vacation during the compressed work week.

(9) Employees of road gangs while assigned to a compressed work week who are qualified protected seasonal employees under the February 7, 1965 Mediation Agreement will be credited, for purposes of applying that Agreement, with 1.25 days' service for each day compensation is credited to them on their work day while working a compressed work week.

(10) Employees exercising seniority displacement rights into or away from positions in road gangs which are working a compressed work week shall take all the conditions of the assignments they obtain and shall have no claim to loss of compensation or claim to overtime account working in excess of forty hours or on more than five days in their work week by reason of such exercise of seniority rights.

(11) If a road gang is working a compressed work week and all or some of the positions in such gang are to be abolished, the Carrier will have satisfied the advance notice requirement of Article III, of National Agreement dated June 5, 1962, by giving a four working days' notice of abolishment of such positions.

(12) This Agreement shall become effective November 15, 1972, and shall remain in effect unless cancelled by either party serving an advance thirty (30) day notice on the other party, or unless at any time hereafter the Laws of the Land declare such arrangements illegal.

Yours very truly,

(Signed) D. E. Farrar

Accepted For The
Brotherhood of Maintenance of
Way Employes:

(Signed) T. G. Hawkes, Jr.
General Chairman

(Signed) R. T. Arnold
2nd Vice Chairman

cc: Mr. R. T. Arnold, 2nd Vice Chairman
Brotherhood of Maintenance of Way Employes
2709 Ridge Lake Drive
Shreveport, La. 71109

Mr. M. A. Christie, Vice President
Brotherhood of Maintenance of Way Employes
361 New Brotherhood Building
8th and State
Kansas City, Kansas 66101

Addendum No. 13

DUES DEDUCTION AGREEMENT

Between

THE KANSAS CITY SOUTHERN RAILWAY COMPANY
LOUISIANA & ARKANSAS RAILWAY COMPANY

And

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

— — — — —

The parties hereto, The Kansas City Southern Railway Company and Louisiana & Arkansas Railway Company (hereinafter referred to as the Carrier) and Brotherhood of Maintenance of Way Employees (hereinafter referred to as the Union) have mutually agreed to the withholding and deducting from wages of employees working under agreements between the Carrier and the Union, who are members of the Union and have so authorized the Carrier by signed authorizations, periodic membership dues, initiation fees, assessments and insurance premiums (not including fines and/or penalties), uniformly required as a condition of acquiring or retaining membership in the Union, and to pay to the Union the amounts so deducted and withheld.

(1) The wage assignment authorization shall be on a card of a type and in the form shown on Exhibit A hereto. Such form must be fully completed and signed by the individual involved for it to be recognized by the Carrier. Such authorization forms (to be furnished by Carrier), in accordance with the terms thereof, shall be considered as subject to revocation, and such revocation must be in form (of the same size as the authorization card) per Exhibit B, completed and signed by the individual involved. Both of such forms (see Exhibits A and B) will be in card form (3-1/4" x 7-3/8").

The Union shall have the responsibility for procuring properly executed authorization forms from employees, and delivering same to the Comptroller of the Carrier at 114 West 11th Street, Kansas City, Missouri, 64105, at least 30 days in advance of the first payroll deduction scheduled for each individual. Written revocations of authorizations must be delivered to the Comptroller of Carrier at the above address not later than the 15th day of the month in which the termination of deduction is to become effective.

(2) In addition to the Union furnishing authorization cards for the deductions referred to above, the Union shall furnish to the Comptroller of the Carrier, at least 30 days in advance of the payroll deduction date which deductions are to be made, a certified statement (see Exhibit C), showing the name, Social Security number, the terminal or division on which employed, and the amount to be deducted from the wages of each

employee represented by the Union who has signed a wage assignment form and which form has been furnished to the Comptroller of the Carrier. After the first month, only changes in the original list will be shown on the list, and the dues deduction amounts may not be changed more often than once every three months. If premiums for life insurance are changed, such changes may be made upon thirty days' notice.

Deductions will be made quarterly from the wages earned in the second pay period of February, May, August and November. The following payroll deductions will have priority over deductions in favor of the Union as covered by this agreement:

- (a) Federal, State and Municipal Taxes and other deductions required by law, including garnishments and attachments and any other prior liens which Carrier must respect.
- (b) Amounts due the Carrier.
- (c) Insurance premiums, other than insurance premiums referred to in this agreement.
- (d) Prior valid assignments and deductions.

If the earnings of any employee, after all deductions having priority have been made, are insufficient to remit the full amount of deductions authorized by said employee hereunder, no deduction for dues, initiation fees, assessments and insurance premiums on behalf of the Union shall be made by the Carrier from the wages of said employee and the Carrier shall not be responsible for such collection; nor shall they be accumulated and deducted in subsequent months.

Deductions will be made only on regular payrolls, and none will be made from special payrolls or time vouchers.

(3) This agreement shall cease to apply to any employee who may be adjudicated bankrupt or insolvent under any federal or state laws, and any wage assignment authorization given hereunder shall become void.

(4) Responsibility of the Carrier under this agreement shall be limited to remitting to the Union amounts actually deducted from the wages of employees pursuant to this agreement, and the Carrier shall not be responsible financially or otherwise for failure to make deductions or for making improper or inaccurate deductions.

Any questions arising as to the correctness of the amounts deducted shall be handled between the employee involved and the Union, and any complaints against the Carrier in connection therewith shall be handled by the Union in behalf of the employee concerned. Nothing contained herein shall be construed as obligating the Carrier to collect dues, initiation fees, assessments or insurance premiums from employees who leave its service, or who give up membership in the Union for any reason, or whose wages shall be involved in any claim or litigation of any nature whatsoever.

(5) The Carrier will make such remittance not later than the last day of the month following the month in which the deduction is made. At the time of making such remittance the Carrier will furnish each local lodge with an alphabetical list (in triplicate) of employees from whom deductions were made. Such lists will include the employee's name, Social Security number, and the amount of union dues deducted from the pay of each employee.

(6) The Union will furnish to the Comptroller of the Carrier a list showing all local lodges, names, addresses and titles of Union local lodge officers to whom deductions made pursuant to this agreement are to be forwarded. The Union shall keep the Comptroller of the Carrier advised as to changes in such local lodge officers, and such changes shall be furnished to such Comptroller by the 15th day of the month in which deductions are to be made.

(7) Except for remitting to the Union monies deducted from the wages of employees, as described in Section 5 hereof, the Union shall indemnify, defend and save harmless the Carrier from and against any and all claims, demands, liability, losses or damage resulting from entering into this agreement or arising or growing out of any dispute or litigation from any deductions made by the Carrier from the wages of its employees for or on behalf of the Union.

(8) No part of this agreement shall be used in any manner whatsoever, either directly or indirectly, as a basis for a grievance (except as provided in Section 4 hereof) or time claim by or in behalf of any employee; and no part of this or any other agreement between the Carrier and the Union shall be used as a basis for a grievance (other than as provided in Section 4) or time claim by or in behalf of any employee predicated upon any alleged violation of, or misapplication or noncompliance with, any part of this agreement.

(9) This agreement is subject to federal or state laws in existence or enacted hereinafter, during the effective period of this agreement, and the parties hereto will be relieved of complying with this agreement if contrary to any such law or laws. This agreement will also be subject to immediate written cancellation by Carrier if state or federal laws require a change in the pay dates of payroll procedures.

This agreement will become effective November 1, 1973 and will remain in effect subject to the provisions of the Railway Labor Act.

Signed at Kansas City, Missouri, this 8th day of October, 1973.

FOR THE UNION:

(Signed) T. G. Hawkes, Jr.
General Chairman,
BROTHERHOOD OF MAINTENANCE
OF WAY EMPLOYEES

FOR THE CARRIER:

(Signed) D. E. Farrar
Vice President - Personnel
THE KANSAS CITY SOUTHERN RAILWAY CO.
LOUISIANA & ARKANSAS RAILWAY CO.

(A)

KANSAS CITY SOUTHERN LINES
Payroll Deduction Order
Authorization for Periodic Union Dues

EMPLOYEE NAME (PRINT) SOCIAL SECURITY NO. OCCUPATION

LOCATION OR DIVISION NAME OF UNION LOCAL NUMBER

I authorize the Kansas City Southern Lines to deduct from my wages periodically, until cancelled, union dues, assessments, and insurance premiums, as provided in Dues Deduction Agreement.

DATE SIGNED EMPLOYEE SIGNATURE

HOME ADDRESS

(B)

KANSAS CITY SOUTHERN LINES
Payroll Deduction Cancellation of Periodic Union Dues

Effective with the second payroll period of _____
SHOW MONTH

19____ I request that payroll deductions be cancelled for periodic union dues now being withheld from my wages in accordance with Dues Deduction Agreement.

LOCAL NUMBER NAME OF UNION EMPLOYEE SIGNATURE

SOCIAL SECURITY NO. OCCUPATION

DATE SIGNED _____

KANSAS CITY SOUTHERN LINES

MASTER DEDUCTION LIST

Accounting Dept. Use Only

Month _____ Period _____ Year _____

Deduction Code No. _____

Sheet _____ of _____ Sheets

_____ 19 _____

(date)

The undersigned _____ of the _____, hereby certifies to the Kansas City Southern Lines that dues and insurance premiums, in the amounts herein listed, are due and payable to the _____ of the aforesaid Carrier listed below; and, upon the individual written assignment of any such employee, the aforesaid Carrier may properly deduct from any wages due and payable to such employee, the total amount listed opposite his name.

Signed _____

Title _____

Local Number _____

Employee Name	Social Security Division or Amount to be		
	Number	Terminal	Deducted
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

<u>Employees Name</u>	<u>Social Security Number</u>	<u>Division or Terminal</u>	<u>Amount to be Deducted</u>
_____	_____	_____	_____
_____	_____	_____	_____
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Addendum No. 14

Bereavement Leave
(October 30, 1978 National Agreement)

"Bereavement leave, not in excess of three calendar days, following the date of death will be allowed in case of death of an employee's brother, sister, parent, 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 provision for taking leave with their supervising officials in the usual manner."

BEREAVEMENT LEAVE INTERPRETATIONS

Q-1: How are the three calendar days to be determined?

A-1: An employee will have the following options in deciding when to take bereavement leave:

- a) three consecutive calendar days, commencing with the day of death, when the death occurs prior to the time an employee is scheduled to report for duty;
- b) three consecutive calendar days, ending the day of the funeral service; or
- c) three consecutive calendar days, ending the day following the funeral service.

Q-2: Does the three (3) calendar days allowance pertain to each separate instance, or do the three (3) calendar days refer to a total of all instances?

A-2: Three days for each separate death; however, there is no pyramiding where a second death occurs within the three-day period covered by the first death.

Example: Employee has a work week of Monday to Friday - off-days of Saturday and Sunday. His mother dies on Monday and his father dies on Tuesday. At a maximum, the employee would be eligible for bereavement leave on Tuesday, Wednesday, Thursday and Friday.

Q-3: An employee working from an extra board is granted bereavement leave on Wednesday, Thursday and Friday. Had he not taken bereavement leave he would have been available on the extra board, but would not have performed service on one of the days on which leave was taken. Is he eligible for two days or three days of bereavement pay?

A-3: A maximum of two days.

Q-4: Will a day on which a basic day's pay is allowed account bereavement leave serve as a qualifying day for holiday pay purposes?

A-4: No; however, the parties are in accord that bereavement leave non-availability should be considered the same as vacation non-availability and that the first work day preceding or following the employee's bereavement leave, as the case may be, should be considered as the qualifying day for holiday purposes.

Q-5: Would an employee be entitled to bereavement leave in connection with the death of a half-brother or half-sister, stepbrother or stepsister, stepparents or stepchildren?

A-5: Yes as to half-brother or half-sister, no as to stepbrother or stepsister, stepparents or stepchildren. However, the rule is applicable to a family relationship covered by the rule through the legal adoption process.

SUPPLEMENTAL AGREEMENT

OCTOBER 30, 1978

ARTICLE VIII - ENTRY RATES

Section 1 - Service First 12-Months

Except as otherwise provided in this Article VIII, employees entering service on and after the effective date of this Article shall be paid as follows for all service performed within the first twelve (12) calendar months of service:

(a) For the first twelve (12) calendar months of employment, new employees shall be paid 90% of the applicable rates of pay (including COLA) for the class and craft in which service is rendered. However, an employee promoted to a higher class shall not be paid at a rate of pay lower than the rate he would have been paid had he remained in the lower class.

(b) When an employee has completed a total of twelve (12) calendar months of employment in any maintenance of way position (or combination thereof) the provisions of sub-paragraph (a) above will no longer be applicable. Employees who have had a maintenance of way employment relationship with the carrier and are rehired in a maintenance of way position will be paid at the full applicable rate after completion of a total of twelve (12) calendar months combined employment.

(c) Any calendar month in which an employee does not render compensated service due to voluntary absence, suspension, or dismissal shall not count toward completion of the twelve (12) month period.

(d) The reduced rates provided by this Article are applicable to trackmen; extra gangmen; sectionmen; all laborers, gardeners, farmers and helpers; firemen; upgraded mechanics; flagmen, gatemen and watchmen; and roadway equipment and machine operators who have not established seniority as such.

Section 2 - Preservation of Lower Rates

Agreements which provide for training or entry rates that are lower than those provided for in Section 1 are preserved. However, if such agreements provide for payment at a lower rate for less than the first twelve (12) calendar months of actual service, Section 1 of this Article will be applicable during any portion of that period in which such lower rate is not applicable.

This Article shall become effective 15 days after the date of this Agreement except on such carriers as may elect to preserve existing rules or practices and so notify the authorized employee representative on or before such effective date.

Addendum No. 16

SUPPLEMENTAL AGREEMENT

OCTOBER 30, 1978

ARTICLE V - JURY DUTY

Article V-A - Jury Duty of the Agreement of February 10, 1971, is amended to read as follows:

When a regularly assigned employee is summoned for jury duty and is required to lose time from his assignment as a result thereof, he shall be paid for actual time lost with a maximum of a basic day's pay at the straight time rate of his position for each day lost less the amount allowed him for jury service for each such day, excepting allowances paid by the court for meals, lodging or transportation, subject to the following qualification requirements and limitations:

(1) An employee must furnish the carrier with a statement from the court of jury allowances paid and the days on which jury duty was performed.

(2) The number of days for which jury duty pay shall be paid is limited to a maximum of 60 days in any calendar year.

(3) No jury duty pay will be allowed for any day as to which the employee is entitled to vacation or holiday pay.

(4) When an employee is excused from railroad service account of jury duty the carrier shall have the option of determining whether or not the employee's regular position shall be blanked, notwithstanding the provisions of any other rules.

(5) Except as provided in paragraph (6), an employee will not be required to work on his assignment on days on which jury duty:

(a) ends within four hours of the start of his assignment;
or

(b) is scheduled to begin during the hours of his assignment or within four hours of the beginning or ending of his assignment.

(6) On any day that an employee is released from jury duty and four or more hours of his work assignment remain, he will immediately inform his supervisor and report for work if advised to do so.

This Article shall become effective fifteen (15) days after the date of this Agreement.

Addendum No. 17
THE KANSAS CITY SOUTHERN RAILWAY COMPANY
LOUISIANA & ARKANSAS RAILWAY COMPANY

114 WEST ELEVENTH STREET
KANSAS CITY, MISSOURI 64105

June 5, 1980

013.293
013.293.2

Mr. R. T. Arnold, First Vice Chairman
Brotherhood of Maintenance of Way Employes
6005 Bobtail Drive
Shreveport, Louisiana 71129

Dear Sir:

During our conference of May 20, 1980, we again discussed the operation and rate of pay for operators of the Jackson Tie Remover-Inserters, Models 125 and 925.

It was agreed operators of such machines would be paid the Machine Operator Rate, effective July 1, 1980. Such machines will work primarily with Section forces and the machines will be advertised; however, on dates or periods of time during which the machine is not operated the operator will be required to perform trackman work but his compensation will continue at the Machine Operator Rate.

It was also agreed that Carrier would have the right to change headquarters of such machines on a 30-day minimum basis and the assigned operator would have the option of remaining with the machine, when its headquarters is changed, or he could relinquish the position, in which case, the position would be readvertised.

Yours very truly,

(Signed) J. L. Deveney

J. L. Deveney,
Vice President-Personnel

cc: Mr. T. G. Hawkes, Jr., General Chairman
Brotherhood of Maintenance of Way Employes
P. O. Box 2767
623 First National Bank Building
Corner Tyler & Fredonia Streets
Longview, Texas 75601

Addendum No. 18
THE KANSAS CITY SOUTHERN RAILWAY COMPANY
LOUISIANA & ARKANSAS RAILWAY COMPANY
114 WEST ELEVENTH STREET
KANSAS CITY, MISSOURI 64105

December 16, 1980

013.293

Mr. T. G. Hawkes, Jr., General Chairman
Brotherhood of Maintenance of Way Employes
P. O. Box 2767
623 First National Bank Building
Corner Tyler & Fredonia Streets
Longview, Texas 75601

Dear Sir:

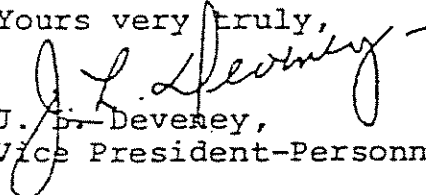
This letter of understanding will confirm our conference of December 12, 1980, concerning changing of headquarters points of section or track gangs:

It was agreed to include the following in our schedule agreement as Rule 3-8, effective January 1, 1981.

- 3.8 Should the Carrier change the headquarters of a section or track gang, the employees assigned to such gang will have the privilege of exercising seniority in accordance with provisions of this rule.

It was also understood that a section or track gang headquarters changed within a terminal is not subject to the provisions of Rule 3-8.

If such understanding is correct, please so indicate on copy of this letter and return to me for our file, so we may effectuate such provision.

Yours very truly,

J. L. Deveney,
Vice President-Personnel

I Concur:


General Chairman

THE KANSAS CITY SOUTHERN RAILWAY COMPANY

LOUISIANA & ARKANSAS RAILWAY COMPANY

114 WEST ELEVENTH STREET
KANSAS CITY, MISSOURI 64105

July 20, 1981

013.293.11

Mr. R. T. Arnold
First Vice Chairman
Brotherhood of Maintenance of Way Employees
6005 Bobtail Drive
Shreveport, Louisiana 71129

Dear Sir:

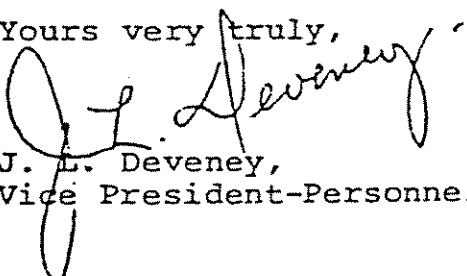
This will acknowledge Mr. Hawkes' letter of May 15, 1981, concerning the use of KCS welding forces on the L&A Railroad.

In connection with conference held on this subject, the Carrier is agreeable to the use of KCS welding forces to perform welding on the L&A Railroad when required. It was understood there would be no changes in the present assignments of our KCS forces.

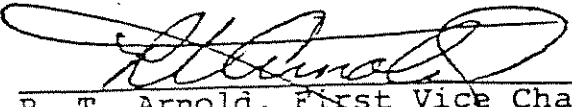
It was also agreed seniority rosters covering "KCS Gas and Electric Field Welding Force" and "KCS Frog Shop Foreman, Welders, Helpers and Laborers" would be combined into one roster and would become a KCS-L&A System Roster, effective January 1, 1982.

If you concur with the above understanding, please sign and return one copy to my office.

Yours very truly,


J. L. Deveney,
Vice President-Personnel

APPROVED:


R. T. Arnold, First Vice Chairman
Brotherhood of Maintenance of Way Employees

cc: Mr. T. G. Hawkes, General Chairman
Brotherhood of Maintenance of Way Employees

MEMORANDUM OF AGREEMENT

Between

THE KANSAS CITY SOUTHERN RAILWAY COMPANY
LOUISIANA & ARKANSAS RAILWAY COMPANY

And

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

It is agreed that a leave of absence will, upon written request, be granted to an employee promoted or transferring from the Maintenance of Way Craft to another Craft.

It is understood that such leave of absence will be granted for 90 days or for the period required for the employee to complete any necessary probationary training in the Craft to which promoted or transferred and the establishment of a seniority date in that Craft, whichever is longer.

Employees who accept positions in other Crafts pursuant to this Agreement on or after the effective date of this Agreement will retain and accumulate seniority provided they maintain membership in the Maintenance of Way Organization.

In the event any such employee fails to maintain membership as outlined hereinabove, the General Chairman shall notify the employee involved and Vice President-Personnel of that fact, in writing, and if within thirty (30) days from the date of such written notification the employee has not attained membership, that employee's seniority under the Maintenance of Way Agreement will be terminated.

At the expiration of the 90 days, or upon completion of any probationary training period and the establishment of seniority date in the Craft to which promoted or transferred, whichever is longer, seniority in the employee's original Craft will be forfeited.

If such employee elects to return to their old Craft during such leave of absence period, or fails to satisfactorily complete the probationary training period, said employee shall relinquish all seniority established by reason of the transfer or promotion and will be governed by the following:

- (a) They will return to their former position if in existence and it is not occupied by a senior employee who has exercised seniority rights thereon.

- (b) If the former position is not in existence or is occupied by a senior employee who has exercised seniority rights thereon, they may exercise their seniority rights over any junior employee at their seniority point if asserted within three (3) days after returning.

Employees displaced in connection therewith will exercise their seniority in the same manner.

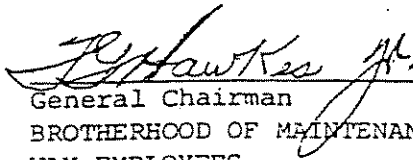
This understanding applies only to employees transferring from the Maintenance of Way Craft and does not alter or change Agreement Rules 5 and 6.

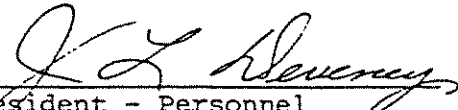
This Agreement will become effective October 1, 1981 and will remain in effect subject to the provisions of the Railway Labor Act.

Signed at Kansas City, Missouri, this 1st day of October, 1981.

FOR THE EMPLOYEES:

FOR THE CARRIERS:


General Chairman
BROTHERHOOD OF MAINTENANCE OF
WAY EMPLOYEES


Vice President - Personnel
THE KANSAS CITY SOUTHERN RAILWAY COMPANY
LOUISIANA & ARKANSAS RAILWAY COMPANY

