

**AGREEMENT
BETWEEN
KANSAS CITY SOUTHERN RAILWAY COMPANY
AND
THE BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES**
(including Kansas City Southern, Louisiana and Arkansas Railway, Joint Agency, Mid South Rail Corporation, South Rail, Gateway Western Railway and the Texas Mexican Railroad Company)

The purpose of this Agreement is to expand work opportunities to employees of the Kansas City Southern Railway Company. Therefore, it is agreed:

The Carrier shall have the right to establish and operate mobile gangs with a bulletined "Primary Zone" to perform maintenance of way production activities. These gangs will be structured to work on Surfacing/Lining of Track, Welding of rail or components, Production support, and Utility/Bucket gang work.

The Primary Zones are as follows:

- a. Midwest – ESL to KC, KC to Blanchard (MP 547 Shreveport North) (**Seniority Districts - Gateway Western and KCS Northern District**)
- b. Southwest – Wylie to Shreveport, Shreveport Terminal, SHV – Laredo (Shreveport Terminal MP 547 West and South) (**Seniority Districts - KCS Southern, KCS L&A and Tex-Mex**)
- c. Southeast – Bossier to Meridian, Meridian to Counce, SHV – NOLA (MP167 Vicksburg east and MP 561 Alexandria South) (**Seniority Districts – KCS L&A, Mid-South, and Southrail**)

If at any time, the Carrier sees a need to adjust the zone limits, the parties will meet for further discussion.

The gangs identified in this agreement shall be governed by the collective bargaining agreement between Kansas City Southern Railway Company ("KCS") and the Union reviewed July 1, 1979, as subsequently amended, which is currently in effect on the KCS, except as otherwise provided below:

(a) The rates of pay for the assignments shall be the highest rate of pay for the classification applicable under the agreement between the BMWED and KCS L&A, the BMW/Mid South, South Rail, Tex-Mex or Gateway Western, as of the date of this agreement. These rates can be seen in attachment A.

(b) The Carrier shall have the option to establish the following work cycles:

- i. Four (4) consecutive work days followed by three (3) days off. (4/3)
(With a workweek where two of the three rest days will be Saturday-Sunday.)
- ii. Five (5) consecutive work days followed by two (2) days off. (5/2)
(With a work week of Monday through Friday and Saturday-Sunday rest days.)
- iii. Seven (7) consecutive work days followed by seven (7) days off. (7/7)
(With the work cycle beginning on Wednesday of the work schedule.)
- iv. Eight (8) consecutive work days followed by six (6) days off. (8/6)
(With the work cycle beginning on Wednesday of the work schedule.)

- (c) Changes in the work cycle can be made by giving the affected employees proper notice prior to the end of the current work cycle. Such change will remain in effect for the entire next work cycle.
- (d) Starting times beginning April 1 and ending November 1, will not begin earlier than 0500 and not later than 0900. Starting times changes will be given notice by the end of the work cycle prior to the effected change and they must remain for that entire work cycle.
- (e) The per diem rate for employees working under this agreement will be \$125.00 payable only on actual days worked on their bulletined zone. The per diem will be adjusted (increased or decreased) on January 1 of each year based on the annual percentage increase (or decrease) in the Bureau of Labor Statistics Consumer Price Index for Wage Earners (CPI-W) for the preceding fiscal year (April 1 – March 31). The next adjustment scheduled for January 1, 2024.
- (f) The Carrier will be permitted to move employees off the bulletined zones. If employees work off their bulletined zone, the per diem will increase to \$154.42 payable on actual days worked and will be increased or decreased in the same manner as mentioned in paragraph (e). Further, a 10% penalty on their wages, will be paid to the individuals working off zone as well as an equal number of employees of the zone in which they perform work, on actual days worked. This penalty will be applied based first on those assigned to identical positions in seniority order and next in seniority order if the identical positions do not exist.
- (g) On each travel day at the beginning and end of the workweek, provided the employees are in excess of 150 miles from their residence, employees will receive an allowance for meals and incidental expenses at the full then-current Government Services Administration (GSA) standard CONUS per diem rates.
- (h) Employees assigned to gangs under this agreement, will be paid a travel allowance of \$0.50 per mile for travel between home and reporting or work locations at the beginning and end of each work cycle, and between work locations during the work cycle when driving their personal vehicle. All employees including employees who use methods other than driving their personal vehicle (i.e., flying, traveling with coworkers, train, bus etc.) will be entitled to the travel allowances as set forward in this paragraph h. Travel allowance herein shall be adjusted to reflect nominal increases or decreases at 80% of the then-current IRS mileage rates on January 1 of each year, with the next adjustment scheduled for January 1 of 2024.
- (i) If employees are required to travel at the end of their scheduled shift, for an assembly point change, upon completion of travel they will be allowed a 10-hour period of rest following the travel, except in situations deemed an emergency (derailment, track out of service, etc.).
- (j) To ensure employees are given adequate time to manage and secure travel arrangements, assembly point changes occurring in the middle of a work cycle, notice will be given prior to the end of the work shift the day prior to the move taking place.
- (k) Current positions will be abolished and re-bulletined in accordance with each agreement between the Carrier and the Organization.

The parties agree to meet to discuss any disputes in regards to the application of this agreement. Except as otherwise provided herein, this Agreement makes no change to existing agreements between the Carrier and the Organization.

Signed this X day of X, 2023

FOR THE EMPLOYEES:

FOR THE CARRIER:

Dennis Albers
General Chairman
BMW Allied Federation

C.K. Cortez
Director Labor Relations
The Kansas City Southern Railway

Brian Rumler
General Chairman
BMW USD Division

Jacob McCahill
AVP Labor Relations
The Kansas City Southern Railway

Galen E. Owen
BMWED National Division
West Region Vice President

Reese Saulter
BMWED National Division
South Region Vice President

RATES OF PAY

FOREMAN	38.11
ASST. FOREMAN	35.52
LABORER	33.60
MECHANIC	38.11
FLAGMAN/REPAIRMAN	38.11
CRANE OPERATOR	35.36
BRANDT TRUCK HELPER	35.52
MACHINE OPERATOR	35.52
TRACKMAN	33.60
WELDER	38.11
WELDER HELPER	35.52

ATTACHMENT B

KCS Zone Gang Seniority

Seniority for purposes of assignment to positions and other exercises of seniority within the Regional Zone gangs shall be determined on the basis of each employee's relative standing on the applicable "Regional Zone Gang Seniority List" (hereafter the "List"). The List shall be created as follows:

(1) The seniority rosters of the involved seniority districts on the KCS, L&A, Joint Agency, Mid-South, South Rail, Gateway Western and Tex-Mex will be dovetailed in seniority order for the purpose of establishing the agreed upon "List" as attached under Attachment "B" to be used solely to administer bids and displacements to the Gangs established under this Agreement. There will be a separate list established for each classification for each of the three zones Midwest, Southwest and Southeast.

(2) Employees on the "Zone" List for a specific region that apply for positions on Gangs established under this Agreement in a class in which they have no seniority, will, if qualifications are sufficient, be awarded the position and will acquire seniority in that class on their home seniority district roster. An employee who establishes seniority in a classification on his/her home seniority district will have his/her name and seniority in that classification placed on the "List" concurrent with the establishment of the new seniority.

(3) Except as otherwise provided, an employee may exercise seniority to a position for which he is qualified in a gang established under this Agreement based upon his or her relative ranking on the List.

(4) Except as otherwise provided, an employee who holds a position on a gang established pursuant to the Regional Zone Gang Agreement dated March 1, 2023, may displace on such Regional Zone Gang prior to exercising displacement rights on their home seniority district.

(i) An employee who elects to remain on a zone gang as outlined above, will not suffer a loss of seniority or any protective benefits to which they may be entitled.

(5) Except as otherwise provided, an employee may exercise seniority back to a position for which he is qualified on his home territory without losing seniority associated with the position relinquished.

(6) The List will be published and distributed to all employees subject to this Agreement on its effective date and every January 1 thereafter.

(C) Seniority for purposes of the assignment shall continue to accrue in the home seniority district.

(D) Positions which become vacant shall continue to be filled in the usual manner per the provisions of the Bulletin and Assignment Rule of the July 1, 1979 BMW/KCS L&A agreement.

(E) The Zones will be established by combining seniority in the following manner:

(1) Midwest Zone will consist of employees coming from the Gateway Western (East St. Louis to Kansas City or the KCS (Kansas City to Blanchard[M.P. 547] and the Joint Agency.

(2) Southwest Zone will consist of employees coming from the KCS L&A (Wylie, TX to Shreveport, Shreveport Terminal) and the Tex-Mex (Shreveport, LA [M.P. 577] to Laredo, TX)

(3) Southeast Zone will consist of employees coming from Southrail (Counce, TN to Meridian, MS), Mid-South (Bossier, LA to Meridian, MS and Hattiesburg, LA to Gulf Port, LA) and KCS L&A (Shreveport, LA to New Orleans, LA)

Employees who hold seniority within the defined Zones will be placed on the “Regional Zone List” for that Zone and be eligible for assignment within the defined zone. (This section may need some adjustment depending on the actual seniority boundaries and those who have ability to bid to the certain locations.)