

# 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



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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

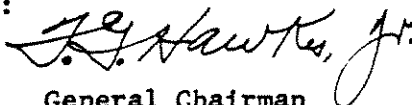
Notice of Change in Agreement

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.

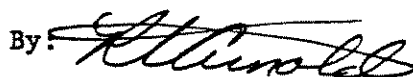
Signed at Kansas City, Missouri, this 1st day of July, 1979.

FOR THE BROTHERHOOD OF  
MAINTENANCE OF WAY EMPLOYEES:

By:

  
General Chairman

By:



2nd Vice Chairman

FOR THE CARRIERS:

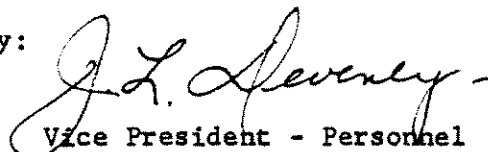
THE KANSAS CITY SOUTHERN RAILWAY COMPANY

THE ARKANSAS WESTERN RAILWAY COMPANY

FORT SMITH AND VAN BUREN RAILWAY COMPANY

LOUISIANA & ARKANSAS RAILWAY COMPANY

By:

  
Vice President - Personnel