

A G R E E M E N T

B E T W E E N

THE KANSAS CITY SOUTHERN RAILWAY COMPANY

LOUISIANA & ARKANSAS RAILWAY COMPANY



AND

SYSTEM FEDERATION NO. 3
RAILWAY EMPLOYEES' DEPARTMENT
MECHANICAL SECTION THEREOF
COMPOSED OF:

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
BROTHERHOOD RAILWAY CARMEN OF AMERICA
INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIP
BUILDERS, BLACKSMITHS, FORGERS AND HELPERS
INTERNATIONAL BROTHERHOOD OF FIREMEN AND OILERS,
HELPERS, ROUNDHOUSE AND RAILWAY SHOP LABORERS



It is understood that this agreement will apply only to those who perform the work specified in this agreement in the Maintenance of Equipment Department.

EFFECTIVE

April 1, 1980

GENERAL RULES

RULE 1 Hours of Service

Eight (8) hours shall constitute a day's work. All employees coming under the provisions of this agreement, except as otherwise provided in this schedule of rules or as may be hereafter legally established between the carrier and the employees, shall be paid on the hourly basis.

RULE 2 Establishment of Shorter Work Week

NOTE: The expressions "positions" and "work" 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.

The carrier will establish effective September 1, 1949, for all employees covered by this agreement subject to the exceptions contained in this rule, a work week of 40 hours, consisting of five days of eight hours each, with two consecutive days off in each seven; the work weeks may be staggered in accordance with the carrier's operational requirements; so far as practicable the days off shall be Saturday and Sunday. The foregoing work week rule is subject to the provisions which follow:

(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 are 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 combinations thereof, or to perform relief work on certain days and such types of other work on other days as may be assigned under this agreement. Where no guarantee rule now exists such relief assignments will not be required to have five days of work per week. This is without prejudice to the determination of the question of whether or not a guarantee exists.

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.

If in positions or work extending over a period of five days per week, an operational problem arises which the carrier contends cannot be met under the provisions of paragraph (b) of this rule, and requires that some of such employees work Tuesday to Saturday instead of Monday to Friday, and the employees contend the contrary, if the parties fail to agree thereon, and the carrier nevertheless puts such assignments into effect, the dispute may be processed as a grievance or claim under Rule 29.

(g) Non-consecutive Rest Days.

The typical work week is to be one with two consecutive days off, and it is the carrier's obligation to grant this. Therefore, 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), the following procedure shall be used:

- (1) All possible regular relief positions shall be established pursuant to paragraph (e) of this rule.
- (2) Possible use of rest days other than Saturday and Sunday, by agreement or in accordance with other provisions of this agreement.
- (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 men may be given non-consecutive rest days.
- (6) If after 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 over-time rates and thus withhold work from additional relief men.

- (8) If the parties are in disagreement over the necessity of splitting the rest days on any such assignments, the carrier may nevertheless put the assignments into effect subject to the right of employees to process the dispute as a grievance or claim under Rule 29 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 of five days per week.

(h) Rest Days of Furloughed Employees.

When 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) 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.

RULE 3

Starting Time of Shifts

(a) When one shift is employed, the starting time shall be not earlier than 7 o'clock nor later than 8 o'clock. The time and length of the lunch period shall be arranged by mutual agreement.

(b) Where two shifts are employed, the starting time of the first shift shall be governed by Paragraph (a), and the second shift shall start immediately following the close of the first shift or at 8 P.M. Except, at Texarkana, Beaumont, and Port Arthur starting time for the second shift may be arranged to meet train service requirements by mutual agreement between Company representative and the General Chairman of the Crafts affected, but in no event shall the starting time be later than 11 P.M. The spread of the second shift to consist of eight (8) consecutive hours including an allowance of twenty minutes for lunch within the limits of the fifth hour.

(c) Where three shifts are employed, the starting time of the first shift shall be governed by Paragraph (a), and the starting time of each of the other shifts shall be regulated accordingly. Each shift shall consist of eight consecutive hours including an allowance of twenty minutes for lunch within the limits of the fifth hour.

(d) The time established for commencing and quitting work for all men on each shift shall be the same at the respective points but where three shifts are worked by running repair forces, and two shifts by back shop forces, the commencing and quitting time of the second shift of back shop forces will be governed by the provisions of Paragraph (b). (Exception — It is agreed that three eight-hour shifts may be established under the provisions of paragraph (c), for the employees necessary to the continuous operation of Power Houses, Mill Wright Gangs, Heat Treating Plants, Train Yard, running repair and inspection forces without extending the provisions of Paragraph (c) to the balance of the shop force.)

RULE 4 Lunch Period Pay

(a) Employees required to work during or any part of the lunch period, shall receive pay for the length of the lunch period regularly taken at point employed at straight time and will be allowed necessary time to procure lunch (not to exceed thirty (30) minutes without loss of time).

(b) This does not apply where employees are allowed the twenty (20) minutes for lunch without deduction therefor.

RULE 5 Sunday and Holiday Service

(a) Employees required to perform work on their rest days or on the following legal holidays, namely: New Year's Day, Washington's Birthday, Good Friday, Decoration Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Christmas Eve Day and Christmas (provided when any of the above holidays fall on Sunday, the day observed by the State, Nation or proclamation shall be considered the holiday) shall be paid at the rate of time and one-half. (See Addendum 2)

(b) Employees regularly assigned to work on Sundays or holidays or those called to take the place of such employees, will be allowed to complete the balance of the day unless released at their own request. Those who are called will be advised as soon as possible after vacancies become known.

RULE 6 Overtime and Calls

(a) For continuous service after regular working hours, employees will be paid time and one-half on the actual minute basis for any such service performed.

(b) Employees shall not be required to render service for more than two (2) hours without being permitted to go to meals. Time taken for meals will not terminate the continuous service period and will be paid for up to thirty (30) minutes.

(c) Employees called or required to report for service and reporting but not used, will be paid a minimum of four (4) hours at straight time rates.

(d) Employees called or required to report for service and reporting will be allowed a minimum of four (4) hours for two (2) hours and forty (40) minutes or less, and will be required to render only such service as called for or other emergency service which may have developed after they were called and cannot be performed by the regular force in time to avoid delays to train movement.

(e) Employees will be allowed time and one-half on minute basis for services performed continuously in advance of the regular working period with a minimum of one (1) hour, the advance period to be not more than one (1) hour.

(f) All service beyond sixteen (16) hours, in any twenty-four (24) hour period, computed from the starting time of the employees' regular shift, shall be paid for at the rate of double time.

(g) If an employee is required to render service beyond the twenty-four (24) hours computed from the starting of his regular shift, time and one-half rate will then prevail until relieved. An employee will not be required to render service beyond such twenty-four (24) hour period except to complete the assignment. This paragraph does not apply to employees in wrecking service.

RULE 7

Work In Excess of Basic Work Week

(a) 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 a furloughed list, or where days off are being accumulated under Paragraph (g) of Rule 2.

(b) 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 a furloughed list, or where days off are being accumulated under Paragraph (g) of Rule 2.

(This without prejudice to the determination of whether or not unassigned or furloughed employees may be utilized under existing agreements or practices).

(c) 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 or 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 computations leading to overtime.

(d) Service rendered by an employee on his assigned rest day or days will be paid for under the call rule unless relieving an employee assigned to such day, in which case he will be paid under Rule 5. A regularly assigned hourly or daily rated employee on the second rest day of his assignment shall be paid at double the basic straight time rate provided he has worked all the hours of his assignment in that work week and has worked on the first rest day of his work week, except that emergency work paid for under the call rules will not be counted as qualifying service under this rule, nor will it be paid for under the provisions hereof.

RULE 8 Distribution of Overtime

(a) When it becomes necessary for employees to work overtime they shall not be laid off during working hours to equalize the time.

(b) Record will be kept of overtime worked and men called with the purpose in view of distributing the overtime equally.

RULE 9 Emergency Road Service—Pay

(a) An employee regularly assigned to work at a shop, engine house repair track or inspection point, when called for emergency road work away from such shop, engine house, repair track or inspection point, will be paid from the time called to leave home station until his return for all time worked in accordance with the practice at home station; and will be paid straight time rate for straight time hours and time and one-half rate for overtime hours for all time waiting or traveling.

(b) If during the time on the road, a man is relieved from duty and permitted to go to bed for five (5) or more hours, such relief will not be paid for; provided that in no case shall he be paid for a total of less than eight (8) hours each calendar day, when such irregular service prevents the employee from making his regular daily hours at home station. Where meals and lodging are not provided by railroad, actual necessary expenses will be allowed. Employees will be called as nearly as possible one (1) hour before leaving time, and on their return will deliver tools at point designated.

(c) Where time is consumed getting tools or material before time for departure of their train, or in delivering tools, etc., upon return, such time will be added to travel time allowed and paid for.

(d) Wrecking service employees will be paid in accordance with this rule.

RULE 10

Filling Temporary Vacancies

(a) Employees sent out to fill temporary vacancies at an outlying point or shop, or sent out on a temporary transfer to any outlying point or shop, will be paid continuous time from time called to leave home point to time of reporting at point to which sent, straight time rates to be paid for straight time hours at home station, and overtime rates for overtime hours at home station, whether waiting or traveling.

(b) If, on arrival at outlying point there is an opportunity to go to bed for five (5) hours or more before starting work, time will not be allowed for such hours.

(c) While at such outside point they will be paid straight time and overtime in accordance with the bulletined hours at that point, and will be guaranteed not less than eight (8) hours for each work day.

(d) Where meals and lodging are not provided by the Company actual necessary expenses will be allowed.

(e) On the return trip to home point, straight time for straight time hours and over time for overtime hours in accordance with practice at home station, will be allowed up to the time of arrival at home point.

(f) Furloughed employees used to fill temporary vacancies or to temporarily transfer under the provisions of this rule, will not be paid for time waiting or traveling or allowed living expenses while performing such service.

RULE 11

Filling Vacancies

When an employee is required to fill the place of another employee receiving a higher rate of pay, he shall receive the higher rate for the time so engaged; but if required to fill temporarily the place of another employee receiving a lower rate, his rate will not be changed.

RULE 12
Changing Shifts

(a) Employees changed from one shift to another will be paid overtime rates for the first shift of each change, except when changing at their own request, or when bidding in on job under provisions of Rule 13, or for shift changes included in regular relief assignments. Employees working two shifts or more on a new shift, except on regular relief assignments, shall be considered transferred.

(b) Relief assignments consisting of different shifts will be kept to a minimum consistent with creating regular relief jobs.

RULE 13
Bulletin Vacancies and New Positions

(a) When new jobs are created or vacancies of twenty days or more duration occur in the respective crafts, the oldest employee in point of service shall, if sufficient ability is shown by trial, be given preference in filling new jobs or any such vacancies that may be desirable to them. All such vacancies or new jobs created will be bulletined. Bulletins must be posted five days before vacancies are filled permanently. Employees desiring to avail themselves of this rule will make application to the official in charge, and a copy of the application will be given to the local chairman.

(b) Vacancies caused by employees' sickness or by leave of absence shall be recognized as temporary vacancies, pending the return of such employee to service, following which the returning employee and the employee who relieved him shall return to their former positions.

RULE 14
Leave of Absence

(a) When the requirements of the service will permit, employees, on written request, will be granted leave of absence for a limited time with privilege of renewal. An employee absent on leave who engages in other employment will lose his seniority, unless special provisions shall have been made therefor by the proper official and committee representing his craft.

(b) (1) Except in cases of sickness or injury, employees will not be granted leave of absence in excess of 90 days in any 12-months period, unless agreed to by the Carrier and General Chairman. Except as provided below for those absent because of being injured while on duty in this Carrier's service, employees who are off more than 30 days (excluding vacation time paid for), will be required to secure written leave of absence or forfeit seniority. An employee who is absent because of being injured while on duty in this Carrier's service will automatically be considered to be on leave of absence for the duration of his disability from the time that he properly completes and submits to the Carrier the required "accident report" reporting his on-duty injury;

provided, however, that the Carrier and/or the General Chairman, each 120 days, may require the absent employee to submit to either or both of them, a medical doctor's certificate attesting to the fact that the employee's continuing absence is the result of disability resulting from the reported on-duty injury.

(2) When an employee has been off more than 30 days (excluding vacation time paid for), and has not secured a written leave of absence, if and when he reports for service he will be given a notice to appear for investigation to show cause as to why he should not be permanently removed from service.

INTERPRETATIONS

For Application Of Paragraph (b), Above:

(i) An employee who is absent for more than 30 days, without proper leave of absence, is automatically adjudged to have "quit" his employment with this Carrier unless he can establish that he was physically or mentally incapable of requesting the leave of absence account sickness or injury.

(ii) The "investigation" mentioned above, is not a disciplinary proceeding and is to be conducted for the sole purpose of giving the employee the opportunity to present evidence that would establish that he was physically or mentally incapable of such a request or to present evidence that the length of absence was improperly computed.

(iii) The continuity of an employee's absence without leave, is not broken when he reports for duty unless he stays marked up until service is performed.

(iv) The absence is computed from the lay off date or the last day on which compensated service is performed (or paid for as vacation) whichever occurs last.

RULE 15

Absence From Work Without Leave

In case an employee is unavoidably kept from work, he will not be disciplined. An employee detained from work on account of sickness, or any other good cause, shall notify his foreman as early as possible.

RULE 16
Jury Duty

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.

RULE 17
Bereavement Leave

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. Any restrictions against blanking jobs or realigning forces will not be applicable when an employee is absent under this provision.

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.

RULE 18 Long Service

Employees who have given long and faithful service in the employ of the Company, and who have become unable to handle heavy work to advantage, will be given preference of such light work, in their line, as they are able to handle.

RULE 19 Attending Court

When attending court as witnesses for the Company, employees will be reimbursed for reasonable expenses and paid eight (8) hours each day or part thereof including rest days and holidays for such court service at straight time rate of pay, except in event such holiday deprives the employee in question from working his regular assignment at his home point on such day in which case time and one-half rate will apply. When necessary the Company will furnish transportation and will be entitled to certificates for witness fees in all cases.

RULE 20 Paying Off

(a) Employees will be paid off during the regular working hours of the first shift, semi-monthly, except where existing State Laws provide a more desirable paying-off condition. Where there is a shortage equal to one (1) day's pay or more in the pay of an employee, a voucher will be issued to cover the shortage upon request. Employees leaving the service of the Company, will be furnished with a time voucher covering all time due within twenty-four (24) hours where pay certificates are issued and within forty-eight (48) hours at other points, or earlier when possible.

(b) During inclement weather provisions will be made where buildings are available to pay employees under shelter.

RULE 21
Reduction of Forces

(a) When it becomes necessary to reduce expenses, the force at any point or in any department shall be reduced, seniority as per Rule 24 to govern; the employees effected to take the rate of the job to which they are assigned.

(b) Five working days' notice will be given employees affected before reduction is made or positions are abolished and lists will be furnished the local committee.

(c) 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 notices under emergency conditions, such as flood, snow storm, hurricane, tornado, earthquake, fire or labor dispute other than as covered by paragraph (d) below, 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 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.

(d) 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 a carrier's operations in whole or in part is due to a labor dispute between said carrier and any of its employees.

(e) In the restoration of forces, employees will be restored to service in accordance with their seniority if available within twenty days and shall be returned to their former positions if possible. The local committee will be furnished with a list of employees to be restored to service.

(f) Employees restored to service shall be allowed to work not less than five (5) days.

(g) Retention of seniority rights under this rule will expire unless returned to service within two (2) years; provided, however, that this does not apply to employees who have been in service for a period of one (1) year or more.

(h) In reducing the force the ratio of apprentices will be maintained.

RULE 22
Furloughed Men, Use of

(a) While forces are reduced, if men are needed at other points, furloughed men will be given preference to transfer, with privilege of returning to home station when force is increased, such transfer to be made without expense to the Company; seniority to govern.

(b) Employees laid off on account of reduction in force, who desire to seek employment elsewhere, will, upon application, be furnished rail transportation, if available, to any point desired on the railroad, when not contrary to National or State laws.

RULE 23
Work When Shops Are Closed

Employees required to work when shops are closed down due to breakdown in machinery, floods, fires, and the like, will receive straight time for regular hours and overtime for overtime hours.

RULE 24
Seniority

(a) Seniority of employees in each craft covered by this agreement shall be confined to the point employed for each of the following departments, Maintenance of Equipment.

TRADE	SUBDIVISION
Machinists	Machinists, Machinist Helpers, Machinist Apprentices.
Boilermakers	Boilermakers, Boilermaker Helpers, Boilermaker Apprentices.
Blacksmiths	Blacksmiths, Blacksmith Helpers, Blacksmith Apprentices.
Sheet Metal Workers	Sheet Metal Workers, Sheet Metal Worker Helpers, Sheet Metal Worker Apprentices.
Electrical Workers	Electricians, Electrician Helpers, Electrician Apprentices, Generator Attendants, Cranemen

Carmen

Carmen

Carmen Helpers,
Carmen Apprentices,

(b) The seniority lists will be prepared from the Railway's record on January 1st of each year (copy to be furnished Local and General Chairmen) and will be posted and open to protest for a period of sixty (60) days from date of posting. Protests on seniority dates for correction will be confined to names added since posting of previous annual rosters, except to correct typographical errors.

(c) The seniority of employees will date from the time pay starts when employed or re-employed.

(d) Employees now holding or hereafter promoted to supervisory positions with the railway or official positions with the various organizations will retain and continue to accumulate seniority at the point and in the classification from which promoted, and their names will appear on the appropriate seniority list; however, Officials, Mechanical Foremen, and incumbents of positions holding seniority under this agreement shall as a condition of retaining such seniority, either (1) hold membership in the Organization or the Organization representing employees of any craft to which promoted, if still actively employed in such craft, or (2) pay the periodic dues (not including initiation fees, assessments, fines and penalties) uniformly required of all members within 60 calendar days of the date of this agreement, or within 60 calendar days of the date promoted in the future to an official or Mechanical Foreman position. In the event such an employee fails to maintain his membership or pay the uniform dues, as described in (2) above, the General Chairman shall notify the Vice President-Personnel and if within 30 days thereafter (from date of letter) the employee has not paid the dues owed, he will forfeit all seniority. Forfeiture of seniority for non-payment of dues under this Rule shall not preclude an employee from continuing employment on positions excepted under this Agreement. An employee covered by this rule who is furloughed or demoted will be permitted to exercise full displacement rights. An employee covered by this rule who voluntarily relinquishes his position will only be permitted to exercise his seniority over the junior employee in his shopcraft classification. The provisions of this rule will not apply to employees who are dismissed from the service of the railway.

RULE 25 Promotion

(a) Mechanics in service will be considered for promotion to positions of foremen.

(b) It is the policy of the Company to promote its own men, and it will be the disposition of the Company to vary from this policy only when competent employees cannot be found in the ranks, or when competent employees will not accept vacancies or new positions.

RULE 26
Transferring

(a) Employees transferred from one point to another with a view of accepting a permanent transfer, will, after thirty (30) days, lose their seniority at the point they left and their seniority at the point to which transferred will begin on date of transfer. Seniority to govern. Employees will not be compelled to accept a permanent transfer to another point.

(b) The above paragraph does not apply to apprentices transferred from one point to another for the purpose of learning all branches of the trade.

RULE 27
Lead Workmen

(a) Lead workmen may be appointed, who in addition to performing work of a mechanic will take the lead and will assign and direct the work of mechanics and other employees.

(b) In the selection of lead workmen, seniority shall govern, if in the opinion of the supervising officer the senior applicant possesses the necessary fitness and ability.

RULE 28
Assignment of Work

(a)(1) None but mechanics or apprentices regularly employed as such shall do mechanics' work as per the special rules of each craft except foremen at points where no mechanics are employed. However, craft work performed by foremen or other supervisory employees employed on a shift shall not in the aggregate exceed 20 hours a week for one shift, 40 hours a week for two shifts, or 60 hours for all shifts.

(2) If any question arises as to the amount of craft work being performed by supervisory employees, a joint check shall be made at the request of the General Chairmen of the organizations affected. Any disputes over the application of this rule shall be handled as provided hereinafter.

(3) An incumbent supervisor who assumed his present position prior to October 15, 1962, at a point where no mechanic is employed, may be retained in his present position. However, his replacements shall be subject to the preceding paragraphs of this rule.

(b) At points where there is not sufficient work to justify employing a mechanic of each craft, the mechanic or mechanics employed at such points will so far as they are capable of doing so, perform the work of any craft not having a mechanic employed at that point. Any dispute as to whether or not there is sufficient work to justify employing a mechanic of each craft, and any dispute over the designation of the craft to perform the available work shall be handled as follows: At the request of the General Chairman of any craft the parties will undertake a joint check of the work done at the point. If the dispute is not resolved by agreement it shall be handled as hereinafter provided and pending the disposition of the dispute the carrier may proceed with or continue its designation.

(c) The respective classification of work rules of each craft shall not be construed to prevent operators of steam shovels, ditchers, clamshells, wrecking outfits, pile drivers, and other similar equipment requiring emergency repairs while on line of road from making such repairs to the equipment as may be necessary to keep such equipment in operation on line of road.

(d) In compliance with the special rules included in this agreement, none but mechanics and their apprentices in their respective crafts shall operate oxyacetylene, thermit, or electric welders; where oxyacetylene or other welding processes are used, each craft shall perform the work which was generally recognized as work belonging to that craft prior to the introduction of such processes, except the use of the cutting torch when engaged in wrecking service at outside points where there is not a qualified welder of a craft employed, a welder of another craft may do the welding for any craft not having a qualified welder.

(e) When performing welding for four (4) hours or less in any one day, employees will be paid the welders' rate of pay on the hourly basis with a minimum of one (1) hour; for more than four (4) hours in any one day, welders' rate of pay will apply for that day.

RULE 29

Grievances, Discipline and Time Limit on Claims

(a) Should any employee subject to this agreement believe he has been unjustly dealt with, or any of the provisions of this agreement have been violated, the case shall be submitted in writing to the foreman, general foreman, master mechanic or shop superintendent, each in their respective order, by the duly authorized local committee or their representatives. If stenographic report of investigation is taken the committee shall be furnished a copy. If the result still be unsatisfactory, the duly authorized general committee or their representative, shall have the right of appeal, in writing, with the higher officials designated to handle such matters in their respective order.

(b) 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.

(c) 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.

(d) The requirements outlined in Paragraphs (b) and (c), 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.

(e) 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 the 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.

(f) This rule 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.

(h) This rule shall not apply to requests for leniency.

(i) All conferences between local officials and local committees to be held during regular working hours without loss of time to committeemen.

(j) Should the highest designated railway official or his duly authorized representative, and the duly authorized representative of the employees, as provided in this rule, fail to agree, the case shall then be handled in accordance with the Railway Labor Act.

(k) Prior to assertion of grievances, as herein provided, and while questions of grievances are pending, there will neither be a shutdown by the employer nor a suspension of work by the employees.

(l) No employee shall be disciplined without a fair hearing by the Carrier. Suspension in proper cases (the proper case is one where leaving the man in service pending an investigation would endanger the employee or his fellow employees), pending a hearing, which shall be prompt, shall not be deemed a violation of this rule. At a reasonable time prior to the hearing, such employee and his duly authorized representative will be apprised of the precise charge and given reasonable opportunity to secure the presence of necessary witnesses. If it is found that an employee has been unjustly suspended or dismissed from the service, such employee shall be reinstated with his seniority rights unimpaired, and compensated for the wage loss, if any, resulting from said suspension or dismissal.

RULE 30 Committees

The Company will not discriminate against any committeemen, who, from time to time, are delegated to represent other employees, and will grant them leave of absence.

RULE 31 Apprentices

(a) Type and Term of Apprenticeship

(1) There will be one (1) class of Apprentice in each craft, that being regular Apprentice.

(2) Apprentices shall serve 732 working days. This shall be divided into six (6) periods of 122, eight (8) hour days each.

(b) Qualifications and Selection for Apprenticeship

In selecting applicants for apprenticeship, the following procedures will be followed:

- (1) Selection of applicants shall be made from qualified applicants on the basis of qualifications alone and in accordance with the laws of the land.

(c) Indentures

- (1) All Apprentices must be indentured and shall be furnished with a duplicate of indenture by the Company. The Apprentice will be furnished every opportunity to secure a complete knowledge of his trade.
- (2) Apprentices started at outlying points where there are not adequate facilities for learning all branches of trade may be transferred to points where their training may be successfully completed. Transfers of this kind will not affect the home point standing of the Apprentice, neither will he be considered with forces regularly employed at point to which transferred; however, the ratio of Apprentices to Mechanics will be maintained at the points unless otherwise agreed to by the Carrier Officer and General Chairman.
- (3) Actual necessary expenses will be allowed when away from such outlying point, or point of residence. Any transportation costs will be reimbursed by the Carrier. If personal automobile is authorized and used, reimbursement will be at the current Company authorized rate. Time traveling outside of his regular working hours and on rest days shall be paid for at the straight time rate when traveling from outlying point or point of residence.

(d) Miscellaneous Apprentice Rules

- (1) All Apprentices shall be subject to a probationary period of 122 working days. Apprentices who show no aptitude to learn the trade within this probationary period will not be retained as an Apprentice.
- (2) Upon completion of the apprenticeship training program under this agreement, an electrician, machinist, sheetmetal worker or boilermaker and blacksmith apprentice shall be certified as a journeyman and shall be placed on the seniority roster at his home point. His seniority date shall be the date hired as an apprentice.

- (3) Such apprentices in service on the effective date of this agreement shall be placed on the seniority roster at their home point with a seniority date being the effective date of the agreement and will be ranked in the same order as they appear on the apprentice seniority roster.
- (4) Upon completion of the apprenticeship training program under this agreement, Carmen Apprentices will be placed on the journeyman mechanics' roster of his craft. His seniority date shall be arrived at by counting back from the date following the date he completed the apprenticeship program, 732 calendar days. However, the employees who entered military service or lost time due to National Guard or military reserve training or duty after having started an apprenticeship, shall omit time lost due to such military service in accordance with legal requirements of applicable veterans' reinstatement legislation. This paragraph is not applicable to any apprentice who started his training before the date of this agreement, but the application of this paragraph shall not result in any such apprentice standing lower on the mechanics' seniority roster than apprentices who started training after the date of this agreement.
- (5) The ratio of Apprentices in their respective crafts shall not be more than one (1) to every three (3) mechanics unless other arrangements are made with the individual craft.
- (6) An Apprentice will be assigned to work under the direction of a Journeyman Mechanic. Apprentices will not be assigned to work together as partners.
- (7) All Apprentices will work the first shift during the first 122 days of their Apprenticeship. After the first 122 days of work, an Apprentice may be assigned to work the same hours and work days as mechanics are assigned. The number of Apprentices on either the second or third shift shall not exceed the ratio of Apprentices to Journeymen of the craft employed on the shift.

Apprentices shall not be assigned to work overtime or holidays until Apprentices have completed the first four periods of their Apprenticeship. Apprentices shall be placed on a separate overtime call list and they will be used for overtime and holiday work only when all available mechanics have been called and will be worked in accordance with Items 6 and 7 herein. The application of this paragraph will not apply while the apprentice is in an upgraded capacity.

RULE 32
Technical Instruction

- (a)(1) Each Apprentice, including those upgraded, will receive and complete a course of instructions on the technical subjects related to his trade, the cost of which shall be paid by the Company. This related instruction may include classroom work at outside vocational or trade schools, or correspondence courses, or a combination of both. The Company will pay for the cost of any necessary drawing instruments and supplies which will become the property of the Apprentice upon satisfactory completion of technical training. If the training is terminated for any reason prior to completion, the drawing instruments and unused supplies shall be returned to the Company in good condition or the cost may be deducted from the employee's wages due.
- (2) When an Apprentice is not maintaining satisfactory progress, the General Chairman or his designated representative shall be notified and will be furnished all pertinent information relative to the record of such Apprentice. When the Company determines that the Apprentice has not corrected the deficiency in maintaining satisfactory progress on related technical training, he may be dropped from the Apprenticeship Program, which shall be handled in accordance with Rule 29 after the probationary period specified in Rule 31(d)(1) above.
- (3) Progress in connection with the Railway Educational Bureau Program will not be considered satisfactory if the Apprentice becomes more than two months behind in completing his lessons, or if the Apprentice becomes more than three months behind in reworking lessons graded at less than 75% but illness or other causes beyond the control of the Apprentice will be taken into consideration. An Apprentice dismissed from service solely because of unsatisfactory progress in technical training will be reinstated if he submits all lessons in arrears in satisfactory condition to his supervisor within 10 calendar days after his dismissal.

(b) Administration

The Company shall designate some particular person at each work location to supervise the Apprenticeship Program and the training program as outlined. Adequate records will be maintained as to the work experience, related instruction and progress of each Apprentice and will be made available for inspection to the General Chairman, or his designated representative, of the craft involved. These records for any Apprentice may be destroyed 60 days after his certificate of completion has been issued. In the event an Apprentice is not making satisfactory progress, the Carrier's representative referred to herein and the General Chairman or his designated representative, of the craft involved, shall attempt to ascertain the cause and correct any deficiencies.

(c) Apprentices in Service

Any Apprentice who has started his Apprenticeship training before the date of the Agreement shall have the remainder of training changed to conform as nearly as practicable to this Agreement, and the overall length of his training shall not exceed the time specified in Rule 31 if it has not already done so. Any Apprentices who are so accelerated, and end their training on the same date, will be placed on the seniority roster in the same order as their standing in the training program.

(d) Rates of Pay

Apprentice pay schedule for all crafts shall be as follows:

RATES OF PAY - EFFECTIVE April 1, 1980

<u>Periods of 122 Eight (8)</u> <u>Hour Days of Training</u>	<u>Crafts With</u> <u>Six Periods</u>
1. First period	\$ 7.65
2. Second period	7.73
3. Third period	7.76
4. Fourth period	7.84
5. Fifth period	7.98
6. Sixth period	8.11

NOTE: It is understood that these rates of pay shall be adjusted in accordance with all subsequent wage increases, including the cost-of-living adjustments.

RULE 33
Applicants for Employment

(a) Applicants for employment will be required to furnish such information as may be desired to fully satisfy the Company's representatives as to their fitness for employment and competency to perform the service for which they make application.

(b) Applicants for employment may be required to pass physical examination.

(c) Employees promoted to, or men engaged for positions that require them to distinguish signals or do flagging, will be required to pass usual eyesight and hearing tests before assigned to such service.

(d) Shopmen will not be dismissed after the expiration of sixty (60) days from date of entering the service on account of application not approved. If it is later found that applicant has given materially false information in his application, this section does not apply but he will not be dismissed without recourse to Rule 29 if he so requests.

RULE 34
Notices

A place will be provided inside all shops where proper notices of interest confined to subject in which the Management and employees only are involved may be posted.

RULE 35
Protection of Employees

(a) Employees will not be required to work on engines or cars outside of shops during inclement weather, if shop room or pits are available. This does not apply to work in engine cabs or emergency work on engines or cars set out for or attached to trains. When it is necessary to make repairs to engines, boilers, tanks and tank cars, such parts shall be cleaned before mechanics are required to work on same. This will also apply to cars undergoing general repairs. Employees will not be assigned to jobs where they will be exposed to sand blast and paint blowers while in operation.

(b) All acetylene or electric welding or cutting will be protected by a suitable screen when its use is required.

(c) No employee will be required to work under a locomotive or car without being protected by proper signals. Where the nature of the work to be done requires it, locomotives and passenger cars will be placed over a pit, if available.

(d) All engines will be placed under smokejacks in shops, where practicable, when being fired up.

(e) Oxyacetylene welding or cutting operator or electric operator will be furnished with helper when essential for personal safety.

RULE 36
Shop Conditions

(a) The Management with the cooperation of the employees, will keep shops and yards in a clean and sanitary condition and all machinery and tools in a safe and working condition.

(b) Good drinking water and ice will be furnished. Sanitary drinking fountains will be provided where necessary. Pits and floors, lockers, toilets, and wash rooms will be kept in a clean, dry, and sanitary condition. Shops, locker rooms, and wash rooms will be lighted and heated in the best manner possible consistent with the source of heat and lights available at the point in question.

RULE 37
Competent Help

Mechanics and apprentices will be furnished sufficient competent help. When experienced helpers are available they will be used in preference to inexperienced men. Laborers, when used as helpers, will be paid the helpers' rate.

RULE 38
Personal Injuries

(a) Employees injured while at work are required to make a detailed written report of the circumstances of the accident just as soon as they are able to do so after receiving medical attention. Proper medical attention shall be given at the earliest possible moment.

(b) Employees shall be permitted to return to work just as soon as they are able to do so without signing a release, pending final settlement of the case, provided however, that such injured employees remaining away from work after recovery shall not be held to be entitled to compensation for wage loss after they are able to return to work. All claims for personal injuries shall be handled with the Personal Injury Claim Department.

RULE 39
Scrapping of Equipment

Work of scrapping engines, boilers, tanks, and cars or other machinery, will be done by crews under the direction of a mechanic or foreman.

RULE 40
Checking In and Out

Employees will not be required to make out service or payroll cards on their own time.

RULE 41
Use of Company Tools and Materials

No company tools or materials of any kind will be employed for personal use or taken from the premises for any purpose unless ordered by the foreman.

RULE 42
Employee Information

The carrier will provide each General Chairman with a list of the employees who are hired or terminated, together with their home addresses and, if available, Social Security numbers, otherwise the employees' identification numbers. This information will be limited to the employees covered by the collective bargaining agreement of the respective General Chairmen. The data will be supplied within 30 days of the end of the month in which the employee is hired or terminated, except as to such railroads which can not meet the 30-day requirement, the matter will be worked out with the General Chairman.

MACHINISTS' SPECIAL RULES

RULE 43
Qualifications

Any man who has served an apprenticeship, or has had four (4) years' experience at the machinist's trade, and who by his skill and experience, is qualified and capable of laying out and fitting together the metal parts of any machine or locomotive, with or without drawings, and competent to do sizing, shaping, turning, boring, planning, grinding, finishing, or adjusting the metal parts of any machine or locomotive whatsoever within a reasonable length of time, shall constitute a machinist.

RULE 44
Classification of Work

Machinists' work shall consist of laying out, fitting, adjusting, shaping, boring, slotting, milling and grinding of metals used in building, assembling, maintaining, dismantling for repairs, and installing locomotives and engines (operated by steam or other power), pumps, cranes, hoists, elevators, pneumatic and hydraulic tools and machinery, scale building, shafting and other shop machinery, ratchet and other skilled drilling and reaming; tool and die making, tool grinding and machine grinding, axle truing, wheel, axle and tire turning and boring; engine inspecting; air equipment; lubricators; injectors and breaking and bolting of all joints on superheaters; oxy-acetylene, thermit and electric welding on work generally recognized as machinists' work; the operation of all machines used in such work, including drill presses and bolt threaders using a facing, boring and turning head or milling apparatus; and all other work generally recognized as machinists' work. (See Addendum 10)

RULE 45
Machinist Helpers

Helpers work shall consist of helping machinists and apprentices, operating drill presses (plain drilling) and bolt threaders not using facing, boring, or turning-head or milling apparatus, wheel presses (on car, engine truck and tender truck wheels), nut tappers and facers, bolt pointing and centering machines, car brass boring machines, twist drill grinders; attending tool room, machinery oiling, locomotive oiling, box packing, applying and removing trailer and engine truck brasses, assisting in dismantling locomotives and engines for repairs, applying all couplings between engine and tender; locomotive tender and draft rigging work, except when performed by carmen; removing and applying brake and spring rigging on running repairs under direction of mechanic, and all other work generally recognized as helpers' work.

RULE 46
Machinist Apprentices

Include regular apprentices in connection with the work as defined in Rule 44.

RULE 47
Apprentices' Classification of Work

Apprentices shall be given an opportunity of learning all branches of the trade. Apprentices will not be required to work more than three (3) months on any one machine or special job. The various classes of work are designed as a guide and will be followed as closely as conditions will permit:

6 Months Machine Work	3 Months Air Work
6 Months Running Repairs	3 Months Air Compressor Work
12 Months Heavy Repairs	6 Months Shop Maintenance

RULE 48
Dead Work

(a) Machinists assigned to running repairs shall not be required to work on dead work at points where dead-work forces are maintained except when there is not sufficient running repairs to keep them busy.

(b) Dead-work forces will not be assigned to perform running-repair work, except when the regularly assigned running-repair forces are unable to get engines out in time to prevent delay to train movement.

(c) Dead work means all work on an engine which cannot be handled within twenty-four (24) hours by the regularly assigned running-repair forces maintained at point where the question arises.

RULE 49
Work at Wrecks

A machinist or a machinist and helper from nearest available point, will accompany wrecking outfits when the information indicates that the engine is involved in a manner requiring machinists' assistance.

RULE 50
Differentials for Machinists

(a) At points where there are ordinarily fifteen (15) or more engines tested and inspected each month, and machinists are required to swear to Federal reports covering such inspection, a machinist will be assigned to handle this work in connection with other machinists' work and will be allowed six cents (6¢) per hour above the machinists' minimum rate at the point employed.

(b) At points or on shifts where no inspector is assigned and machinists are required to inspect engines and swear to Federal reports, they will be paid six cents (6¢) per hour above the machinists minimum rate at the point employed for the days on which such inspections are made.

(c) Autogenous welders shall receive six cents (6¢) per hour above the minimum rate paid mechanics at the point employed.

SHEET METAL WORKERS' SPECIAL RULES

RULE 51 Qualifications

Any man who has served an apprenticeship, or has had three (3) or more years experience at the varied work of the trade, who is qualified and capable of doing sheetmetal work or pipe work, as applied to buildings, machinery, locomotives and cars, etc., whether it be tin, sheet iron or sheet copper, with or without the aid of drawings, and capable of bending, fitting or brazing of pipe, shall constitute a sheetmetal worker.

RULE 52 Classification of Work

Sheetmetal workers' work shall consist of tinning, copper-smithing and pipefitting, in shops, yards and shop buildings, on passenger coaches and engines of all kinds; the building, erecting, assembling, installing, dismantling and maintaining parts made of sheet copper, brass, tin, zinc, white metal, lead black, planished, pickled, and galvanized iron of 10-gauge or lighter, including brazing, soldering, tinning, leading and babbitting, the bending, fitting, cutting, threading, connecting and disconnecting of air, water, gas, oil, sand and steam pipes; the operating of babbitt fires; oxy-acetylene, thermit or electric welding on work generally recognized as sheetmetal workers' work and all other work generally recognized as sheetmetal workers' work. (See Addendum 11)

RULE 53 Sheetmetal Worker Helpers

Helpers will assist sheetmetal workers and apprentices in performing their work.

RULE 54 Sheetmetal Worker Apprentices

Sheetmetal worker apprentices include regular apprentices in connection with the work as defined in Rule 52.

RULE 55 Road Work

Sheetmetal workers will be sent out on line of road and to outlying points when their services are required.

RULE 56
Apprentice Schedule of Work

Apprentices shall be given an opportunity of learning all branches of the trade. The various classes of work are designed as a guide and will be followed as closely as conditions will permit:

- 3 months helping.
- 3 months light pipe work.
- 10 months tinning, babbitting, and brazing, laying out and forming.
- 10 months engine and car work.
- 10 months general work, including one (1) month's experience with the oxyacetylene torch.

RULE 57
Protection

Sheet metal workers shall not apply, remove or repair pipes under pressure where there is a question of safety involved.

RULE 58
Dead Work

(a) Sheet metal workers assigned to running repairs shall not be required to work on dead work at points where dead-work forces are maintained, except when there is not sufficient running repairs to keep them busy.

(b) Dead-work forces will not be assigned to perform running-repair work, except when the regularly assigned running-repair forces are unable to get engines out in time to prevent delay to train movement.

(c) Dead-work means all work on an engine which cannot be handled within twenty-four (24) hours by the regularly assigned running-repair forces maintained at point where the question arises.

RULE 59
Miscellaneous

Sheetmetal workers will not be assigned to work not applicable to them, except in emergency cases.

RULE 60
Differentials for Sheet Metal Workers

Autogenous welders shall receive six cents (6c) per hour above the minimum rate paid sheet metal workers at point employed. This differential to be applied as per Rule 28.

ELECTRICAL WORKERS' SPECIAL RULES

RULE 61
Qualifications

Any man who has served an apprenticeship or who has had three (3) years practical experience in electrical work and is competent to execute same to successful conclusion within a reasonable time will be rated as an electrical worker. An electrician will not necessarily be an armature winder.

RULE 62
Classification of Work

(a) Electricians' work shall consist of maintaining, repairing, rebuilding, inspecting and installing the electric wiring of all generators, switchboards, meters, motors and controls, rheostats, and controls, motor generators, electric headlights and headlight generators, electric welding machines, storage batteries, axle lighting equipment, all telephone equipment and electric lighting fixtures in shop areas; winding armatures, fields, magnet coils, rotors, transformers and starting compensators; inside and outside wiring at shops, on shop buildings and in shop yards, and all conduit work in connection therewith, including steam and electric locomotives, passenger trains, motor cars, electric tractors and trucks, cables, cable splicers, high tension powerhouse and sub-station operators, high tension linemen, electric crane operators for cranes of 40-ton capacity or over, and all other work generally recognized as electricians' work. (See Addendum 10)

(b) Linemen's work shall consist of the building, repairing and maintaining of pole lines and supports for service wires, overhead and underground; and outside wiring in shop areas, and other work properly recognized as linemen's work not provided for in first section of this rule.

RULE 63
Classification of Generator Attendants

Men employed as generator attendants, motor attendants (not including water service motors), and substation attendants who start, stop, oil, and keep their equipment clean and change and adjust brushes for the proper running of their equipment; power switchboard operators; (Stationary Engineers at Pittsburg, Heavener, and Shreveport will come within this classification, except that it shall not include Chief Stationary Engineers at Pittsburg and Shreveport).

RULE 64
Classification of Electric Crane Operators

Electric crane operators for cranes of less than 50 tons capacity.

RULE 65
Electrical Worker Helpers

Employees regularly assigned as helpers to assist electrical workers and apprentices, who do no mechanical work, also to perform such battery work as may be agreed upon locally as being helpers' work.

RULE 66
Apprentices

Apprentice electrical workers include regular apprentices in connection with the work as defined in Rule 62.

RULE 67
Regular Apprentice Schedule of Work

Apprentices shall be given an opportunity of learning all branches of the trade. The various classes of work are designed as a guide and will be followed as closely as the conditions will permit:

- 12 Months Running Repairs
- 12 Months Heavy Repairs
- 6 Months Shop Maintenance
- 6 Months Caboose Maintenance

RULE 68
Miscellaneous

Men engaged in the handling of storage batteries and mixing acid will be provided with acid-proof rubber gloves, hip boots and aprons.

RULE 69
Differential For Welders

Autogenous welders shall receive six cents (6¢) per hour above the minimum rate paid electrical workers at point employed. This differential to be applied as per Rule 28.

RULE 70
Regular Assigned Road Work Monthly Basis

(a) Effective September 1, 1949, employees regularly assigned to perform road work and paid on a monthly basis, shall have their work week reduced one day per week and the hours comprehended in their monthly rates reduced by eight hours per week or $34\frac{2}{3}$ hours per month.

No overtime is allowed for time worked in excess of eight hours per day; on the other hand, no time is to be deducted unless the employee lays off on his own accord.

The straight time hourly rate of such monthly rated employees shall be determined by dividing the monthly rate by $232\frac{2}{3}$.

Such employees shall be assigned one regular rest day per week, Sunday if possible.

Overtime rules applicable to other employees of the same craft or class shall apply to service on such assigned rest days.

Where employees, prior to September 1, 1949, had a bulletined or assigned rest day, conditions applicable to such bulletined or assigned rest day shall hereafter apply to the sixth day of the work week.

Where employees, prior to September 1, 1949, did not have a bulletined or assigned rest day, ordinary maintenance or construction work not heretofore required on Sundays will not be required on the sixth day of the week.

(b) The regularly assigned road men under the provisions of this rule may be used, when at home point, to perform shop work in connection with the work of their regular assignments.

(c) Where meals and lodging are not furnished by the railroad, or when the service requirements make the purchase of meals and lodging necessary while away from home point, employees will be paid necessary expenses.

(d) If it is found that this rule does not produce adequate compensation for certain of these positions by reason of the occupants thereof being required to work excessive hours, the salary for these positions may be taken up for adjustment.

CARMEN'S SPECIAL RULES

RULE 71 Qualifications

Any man who has served an apprenticeship, or who has had three (3) years' practical experience at carmen's work, and who, with the aid of tools, with or without drawings, can lay out build, or perform the work of his craft or occupation in a mechanical manner, shall constitute a carman.

RULE 72 Classification of Work

Carmen's work shall consist of building, maintaining, dismantling for repairs, painting, upholstering and inspecting all passenger and freight cars, both wood and steel; planing mill, cabinet and bench carpenter work, pattern and flask making, and all other carpenter work in shops and yards, except work generally recognized as bridge and building department work; carmen's work in building and repairing motor cars, lever cars, hand cars, and station trucks; building, repairing, removing and applying wooden locomotive cabs, pilots, pilot beams, running boards, foot and headlight boards; tender frames and trucks; pipe and inspection work in connection with the airbrake equipment on freight cars; applying patented metal roofing; operating punches and shears, doing shaping and forming; work done with hand forges and heating torches in connection with carmen's work; painting, varnishing, surfacing, decorating, lettering, cutting of stencils and removing paint (not including use of sandblast machine or removing vats); all other work generally recognized as painters' work under the supervision of locomotive and car departments except the application of blacking to fire and smoke boxes of locomotives in engine houses; joint car inspectors, car inspectors, safety appliance and train car repairers; oxyacetylene, thermit, and electric welding on work generally recognized as carmen's work, and all other work generally recognized as carmen's work. (See Addendum 10)

RULE 73 Carmen Helpers

Employees regularly assigned to help carmen and apprentices; employees engaged in washing and scrubbing the inside and outside of passenger coaches preparatory to painting; removing of paint on other than passenger cars preparatory to painting; spraying trucks after sand blasting; car oilers and packers; stock keepers (car department); operators of bolt threaders, nut tappers, drill presses and punch and shears operators (cutting only bar stock and scrap); holding on rivets, striking chisel bars, side sets and backing out punches, using backing hammer and sledges in assisting carmen in straightening metal parts of cars; re-brassing of cars in connection with oilers' duties; cleaning journals; repairing steam and air hose; assisting carmen in erecting scaffolds, and all other work generally recognized as carmen helpers' work, shall be classed as helpers.

RULE 74
Carmen Apprentices

Include regular apprentices in connection with the work as defined in Rule 72.

RULE 75
Wrecking Crews

(a) Regularly assigned wrecking crews, including the wrecker engineer will be composed of carmen, and will be paid for such service under Rule 9.

(b) When needed, men of any class may be taken as additional members of wrecking crews to perform duties consistent with their classification.

(c) When wrecking crews are called for wrecks or derailments outside of yard limits, the regularly assigned crew will be used. For wrecks or derailments within yard limits, sufficient carmen will be called to perform the work.

(d) Meals and lodging will be provided by the Company while crews are on duty in wrecking service.

(e) When pursuant to rules or practices, a carrier utilizes the equipment of a contractor (with or without forces) for the performance of wrecking service, a sufficient number of the carrier's assigned wrecking crew, if reasonably accessible to the wreck, will be called (with or without the carrier's wrecking equipment and its operators) to work with the contractor. The contractor's ground forces will not be used, however, unless all available and reasonably accessible members of the assigned wrecking crew are called. The number of employees assigned to the carrier's wrecking crew for purposes of this rule will be the number assigned as of September 25, 1964.

NOTE: In determining whether the carrier's assigned wrecking crew is reasonably accessible to the wreck, it will be assumed that the groundmen of the wrecking crew are called at approximately the same time as the contractor is instructed to proceed to the work.

(See Article V-Coupling, Inspection and Testing- National Agreement of September 25, 1964- In Addendum 7.

RULE 76
Inspectors

Men assigned to inspecting must be able to speak and write the English language, and have a fair knowledge of the A.A.R. (Association of American Railroads) rules and safety appliance laws.

RULE 77
Protection for Repairmen

Switches of repair tracks will be kept locked with special locks, and men working on such tracks shall be notified before any switching is done. A competent person will be regularly assigned to perform this duty and held responsible for seeing it is performed properly.

RULE 78
Protection Train Yard Carmen

Trains or cars, while being inspected or worked on by train yardmen, will be protected by blue flag by day and blue light by night, which will not be removed except by the men placing same.

RULE 79
One-Man Points—Method of Pay

A "One-man point" is an outlying point where there is employed one (1) carman, day, and one (1), night, or where there is only one (1) carman employed. Carmen stationed at one-man points shall be paid by the hour and under the rules governing running repair forces, except the eight (8) hours constituting a day's work for hourly rated employees, may be worked within a spread of ten (10) consecutive hours. At such outlying points employees' starting time may be established to meet train service requirements.

RULE 80
Miscellaneous

Crayons, soapstones, marking pencils, tool handles, saw files, motor bits, brace bits, cold chisels, bars, steel wrenches, steel sledges, hammers (not claw hammers), reamers, drills, taps dies, lettering, and striping pencils and brushes will be furnished by the Company.

RULE 81
Road Work

When necessary to inspect and repair cars on road or away from the shops, carman, and helper when necessary, will be sent out to perform such work as is provided for in their classification of work rules.

RULE 82
Miscellaneous

Shops, repair yards, and train yards where carmen are employed, will be kept clean of all rubbish.

RULE 83
Differential for Welders

Autogenous welders shall receive a differential of seven and two tenths cents (7.2¢) per hour above the minimum rate paid freight carmen for freight car welding, and six cents (6¢) per hour above the minimum rate paid passenger carmen for passenger car welding at point employed. These differentials to be applied as per Rule 28.

RULE 84
Coach Cleaners

Coach cleaners to be included in this agreement and will receipt overtime as provided herein. Coach cleaners at outlying points may be worked eight (8) hours within a period of ten (10) consecutive hours. They may be assigned to any other unskilled work during their eight-hour period of service.

RULE 85
Apprentices

Regular apprenticeships will be established in all branches of the trade. Apprentices shall be governed by the general rules governing apprentices. They will be given an opportunity to learn the trade.

RULE 86
Regular Apprentices, Carmen Schedule of Work

The following schedule for regular apprentices, showing the division of time on the various classes of work, is designed as a guide and will be followed as closely as the conditions will permit. Where sufficient passenger car department work is not available without exceeding the regular ratio of apprentices in the passenger car department, apprentices will complete their apprenticeship in the freight department:

- 12 months general freight work, wood, steel and painting.
- 6 months air brake work.
- 6 months mill machine work.
- 12 months general coach work, wood and steel.

BOILERMAKERS' SPECIAL RULES

RULE 87

Qualifications of Boilermakers

Any man who has served an apprenticeship, or has had three (3) years' experience at the trade who can with the aid of tools, with or without drawings, and is competent to either lay out, build or repair boilers, tanks and details thereof, and complete same in a mechanical manner, shall constitute a boilermaker.

RULE 88

Classification of Work

Boilermakers' work shall consist of laying out, cutting apart, building, or repairing boilers, tanks and drums; inspecting, patching, riveting, chipping, removing and applying steel cabs and running boards, caulking, flanging, and all flue work; building, repairing metal head-light boards, wind sheets, engine tender tanks, steel tender frames (except such parts of steel tender frames as are necessary to be brought to car shops for repairs), pressed steel tender truck frames; building and repairing metal pilots, the removing and applying of such metal pilots as are built on metal pilot beams; the laying out and fitting up of any sheet-iron or sheet steel work made of 16-gauge or heavier, including front-end doors, grates and grate rigging, ash pans, front-end netting and diaphragm work; removing and applying all staybolts, radials, flexible caps, sleeves, crown bolts, stay rods and braces in boilers, tanks and drums; applying and removing arch tubes; operating punches and shears for shaping and forming, pneumatic staybolt breakers, air rams and hammers; bull, jamb and yoke riveters; boilermakers' work in connection with building and repairing of steam shovels, derricks, booms, housing circles, and coal buggies, I-beam, channel iron, angle iron and T-iron work, all drilling, cutting and tapping and operating rolls in connection with boilermakers' work; oxy-acetylene, thermit and electric welding on work generally recognized as boilermakers' work, and all other work generally recognized as boilermakers' work. (See Addendum 10)

RULE 89

Boilermaker Apprentices

Include regular apprentices in connection with the work as defined in Rule 88.

RULE 90

Boilermaker Helpers

Employees assigned to help boilermakers and their apprentices, operators of drill presses, and bolt cutters in the boiler shop, boiler-washers, punch and shear operators (cutting only bar stock and scrap), and all other work properly recognized as boilermaker helpers' work.

RULE 91
Dead Work

(a) Boilermakers assigned to running repairs shall not be required to work on dead work at points where dead-work forces are maintained except when there is not sufficient running repairs to keep them busy.

(b) Dead-work forces will not be assigned to perform running-repair work, except when the regularly assigned running-repair forces are unable to get engines out in time to prevent delay to train movement.

(c) Dead-work means all work on an engine which cannot be handled within twenty-four (24) hours by the regularly assigned running-repair forces maintained at point where the question arises.

RULE 92
Special Service

(a) Flange-turners, layer-outs and fitter-ups shall be assigned in shops where flue sheets and half side sheets or fireboxes are flanged, removed and applied. One man may perform all these operations where the service does not require more than one man. If not fully engaged in this work, these employees may be assigned to any work of their craft. Any differential paid will be paid as per Rule 28.

(b) Boiler Inspectors-Staybolt Inspectors will be assigned to all points where monthly staybolt and boiler inspection of fifteen (15) or more engines is required. When such employees have no inspection work to perform, they may be assigned to other boilermakers' work.

RULE 93
Protection for Employees

(a) Boilermakers, apprentices, and helpers will not be required to work on boilers or tanks while electric or other welding processes are in use or when tires are being heated or while tapping or reaming is being done, unless proper protection is provided.

(b) Oxyacetylene welding or cutting operator or electric operator will be furnished with helper when essential for personal safety.

(c) Should it become necessary to send oxyacetylene welder or cutter or electric operator out of the shop in cold weather, he will be given ample time to dry off before being sent out.

(d) When it is necessary to renew, remove or replace flue, door, side, or crown sheets by means of oxyacetylene or other cutting or welding processes, such portion of the ash pan wings and grates as interfere with the operator, will be removed. Dome caps will be removed and front ends opened up if required, for proper ventilation.

(e) Boilers will have steam blown off and be sufficiently cool before boilermakers or apprentices are required to work in them where there is a question of safety involved; blowers will be furnished when possible to do so.

RULE 94

Long Stroke Hammer—Double Gun Work

(a) Two boilermakers, or one boilermaker and competent apprentice with at least two (2) years' experience, will be used to operate a long stroke hammer, that is, an air hammer capable of driving stay bolts or rivets five-eighths inch diameter or larger, or of expanding flues or tubes. Double gun work will not be permitted. Air jacks not to be considered double guns.

(b) When rolling or expanding superheater flues, two boilermakers or one boilermaker and a competent apprentice with at least two (2) years' experience, will be used.

RULE 95

Differentials for Boilermakers

(a) Boilermakers assigned as boiler inspectors, also flangers, and autogenous welders shall receive six cents (6c) per hour above the minimum rate paid boilermakers at the point employed.

(b) At points or on shifts where no inspector is assigned and boilermakers are required to inspect boilers, they will be paid six cents (6c) per hour above the boilermakers' minimum rate at the point employed for the days on which such inspections are made.

(c) Helpers on flange fires shall receive six cents (6c) per hour above the helpers' rate at point employed, this differential to be paid as per Rule 28. Helpers on flange fires will not be required to go outside of the shops during cold weather until they have been given time to cool off.

RULE 96
Regular Apprentices, Schedule of Work

The following schedule for regular apprentices showing the division of time on the various classes of work, is designed as a guide, and will be followed as closely as conditions will permit:

9 months helping boilermakers.
9 months sheet iron work.
9 months electric or oxyacetylene welding.
9 months laying out.

BLACKSMITHS' SPECIAL RULES

RULE 97
Qualifications for Blacksmiths

Any man who has served an apprenticeship, or who has had three (3) years varied experience at the blacksmiths' trade shall be considered a blacksmith. He must be able to take a piece of work pertaining to his class and, with or without the aid of drawings, bring it to a successful completion within a reasonable length of time.

RULE 98
Classification of Work

Blacksmiths' work shall consist of welding, forging, heating, shaping and bending metal, tool dressing and tempering, spring making, tempering and repairing, potashing, case and bichloride hardening, flue welding under blacksmith foreman; operating furnaces, bulldozers, forging machines, drop-forging machines, bolt machines and Bradley hammers; hammersmiths, drop-hammermen, trimmers, rolling mill operators; operating punches and shears, doing shaping and forming, in connection with blacksmiths' work; oxy-acetylene, thermit and electric welding, on work generally recognized as blacksmiths' work, and all other work generally recognized as blacksmiths' work. (See Addendum 10)

RULE 99
Blacksmith Helpers

Helpers' work shall consist of helping blacksmiths and apprentices, heating, operating steam hammers, punches and shears (cutting only bar stock and scrap), drill presses and bolt cutters, straightening old bolts and rods, cold, building fires, lighting furnaces, and all other work properly recognized as blacksmith helpers' work.

RULE 100
Blacksmith Apprentices

Include regular apprentices in connection with the work as defined in Rule 98.

RULE 101
Apprentices, Miscellaneous

Apprentices shall be given an opportunity to learn all branches of the trade and will not be kept on any one class of work longer than six (6) months.

RULE 102
Differentials for Blacksmiths and Helpers

(a) Blacksmiths working material six (6) inches in diameter, its equivalent or over, will receive twelve cents (12c) per hour above the minimum rate paid blacksmiths at the point employed.

(b) Blacksmiths working material four (4) inches in diameter, its equivalent or over, will receive six cents (6c) per hour above the minimum rate paid blacksmiths at the point employed.

(c) Autogenous welders shall receive six cents (6c) per hour above the minimum rate paid blacksmiths at the point employed.

(d) Hammer operators, and helpers working with hammersmiths or heavy fire blacksmiths, shall receive six cents (6c) per hour above the minimum rate paid helpers at the point employed.

(e) Furnace operators (heaters) operating furnaces for hammersmiths shall receive the minimum rate paid blacksmiths at the point employed.

RULE 103
Health and Welfare

Pursuant to Agreements, dated Washington, D. C., December 2, 4 and 6, 1978, these Carriers being participating Carriers listed in Exhibits thereto, effective January 1, 1979, agree to provide qualified employees represented by the Organizations signatory hereto and their dependents, with Health and Welfare Benefits; Early Retirement Major Medical Expense Benefits; and Dental Benefits under the provisions of such plans.

RULE 104
Payments Made To Employees In-
jured Under Certain Circumstances

The provisions of National Agreements, signed at Washington, D. C., December 2, 4 and 6, 1978, covering payments made to employees injured under certain circumstances shall be applicable to the employees covered by this agreement.

RULE 105
Supplemental Sickness Benefits

The provisions of the Supplemental Sickness Benefit Agreements as amended March 29, 1979, at Washington, D. C., shall be applicable to the employees covered by this agreement.

RULE 106
Equal Opportunity and Non-Discrimination

The provisions of this Agreement shall be applied without regard to race, color, creed, sex, age, or national origin.

RULE 107
Miscellaneous

Except as provided for under the special rules of each craft, the General Rules shall govern in all cases.

RULE 108
Furnishing Agreement

The Railway Company will have printed in book form, copies of this agreement and furnish a copy to each employee affected.

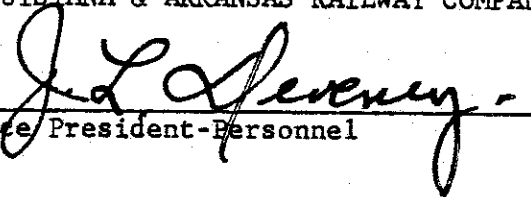
RULE 109
Revision of Agreement

All memoranda of agreement, interpretation and letters of understanding made by the parties with the signing of the original Kansas City Southern Agreement, effective April 1, 1945, and the original Louisiana & Arkansas Agreement, effective August 1, 1945, 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 110
Termination


This agreement, unless otherwise specified, shall become effective April 1, 1980, and shall continue in effect subject to thirty (30) days' written notice by either party to the other. Such notice shall show the proposed changes and the handling shall be in accordance with the Railway Labor Act as amended.


ACCEPTED FOR THE KANSAS CITY SOUTHERN RAILWAY COMPANY
LOUISIANA & ARKANSAS RAILWAY COMPANY



Vice President-Personnel


Accepted for System Federation No. 3


General Chairman — I.B. of B.I.S.B., B.F. & H.


General Chairman — I.B. of E.W.


General Chairman — B. of R.C. of A. (KCS)


General Chairman — B. of R.C. of A. (L&A)


Secretary-Treasurer — System Federation No. 3

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ADDENDUM NO. 1

NATIONAL VACATION AGREEMENT

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 the National Agreements to and including the National Agreement signed December 6, 1978.

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.

- - - - -
1. (a) Effective with the calendar year 1973, an annual vacation of five (5) consecutive work days with pay will be granted to each employe 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 employe 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, 155 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 employe 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 employe 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 workweeks.

(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) 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 no compensated service or 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. This Article not applicable.

3. 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, Veteran's 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 the Organization 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 the Organization 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 the 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 an 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 specific conditions.

6. The Carrier 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 employee 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 percent of the work load of a given vacationing employe can be distributed among fellow employes 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 employe shall be paid less than his own normal compensation for the hours of his own assignment because of vacations to other employes.

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

12. (a) Except as otherwise provided in this agreement, the Carrier shall not be required to assume greater expense because of granting a vacation than would be incurred if an employe 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 employe on vacation would incur if he had remained on the job, the relief worker shall be compensated in accordance with the existing regular relief rules.

(b) As employes 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 employe is to be filled and regular relief employe is not utilized, effort will be made to observe the principle of seniority.

(c) A person other than a regularly assigned relief employe 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 employes, 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 re-

ferred for decision to a committee, the Carrier members of which shall be the Carriers' Conference Committees signatory hereto, or their successors; and the employe 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 employe 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 define 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

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 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 interpretations or application of any provision, the terms of the appropriate agreement shall govern.

1. (a) 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	Veterans Day
Washington's Birthday	Thanksgiving Day
Good Friday	Christmas Eve (the
Memorial Day	day before Christ-
Fourth of July	mas is observed)
Labor Day	Christmas

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

(c) 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.

(d) 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 (c) 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.

2. Not applicable.

3. (a) 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.

(b) 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.

(c) 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.

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

(d) 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.

(e) 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.

4. Not applicable.

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 (the day before Christmas is observed) 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 workday, a rest day, 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.

6. Not applicable.

7. When any of the ten recognized holidays enumerated in Section 1 (a) hereof, 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. 3

EXCERPT FROM THE NATIONAL AGREEMENT

August 21, 1954

CARRIERS' PROPOSALS

ARTICLE IV - CARRIERS' PROPOSAL NO. 6

Eliminate existing rules, regulations, interpretations or practices, however established, which restrict the right of a Carrier to require furloughed employees to perform extra and relief work.

This proposal is disposed of by adoption of the following:

1. The Carrier shall have the right to use furloughed employees to perform extra work, and relief work on regular positions during absence of regular occupants, provided such employees have signified in the manner provided in paragraph 2 hereof their desire to be so used. This provision is not intended to supersede rules or practices which permit employees to place themselves on vacancies on preferred positions in their seniority districts, it being understood, under these circumstances, that the furloughed employees will be used, if the vacancy is filled, on the last position that is to be filled. This does not supersede rules that require the filling of temporary vacancies. It is also understood that management retains the right to use the regular employee, under pertinent rules of the agreement, rather than call a furloughed employee.

2. Furloughed employees desiring to be considered available to perform such extra and relief work will notify the proper officer of the Carrier in writing, with copy to the local chairman, that they will be available and desire to be used for such work. A furloughed employee may withdraw his written notice of willingness to perform such work at any time before being called for such service by giving written notice to that effect to the proper Carrier officer, with copy to the local chairman. If such employee should again desire to be considered available for such service notice to that effect - as outlined hereinabove - must again be given in writing. Furloughed employees who would not at all times be available for such service will not be considered available for extra and relief work under the provisions of this rule. Furloughed employees so used will not be subject to rules of the applicable collective agreements which require advance notice before reduction of force.

3. Furloughed employees who have indicated their desire to participate in such extra and relief work will be called in seniority order

for this service. Where extra lists are maintained under the rules of the applicable agreement such employees will be placed on the extra list in seniority order and used in accordance with the rules of the agreement.

NOTE 1: In the application of this rule to employees who are represented by the organizations affiliated with the Railway Employees Department, A. F. of L., it shall not apply to extra work.

NOTE 2: Employees who are on approved leave of absence will not be considered furloughed employees for purposes of this agreement.

NOTE 3: Furloughed employees shall in no manner be considered to have waived their rights to a regular assignment when opportunity therefor arises.

This rule shall become effective November 1, 1954, except on such Carriers as may elect to preserve existing rules or practices and so notify the authorized employee representative or representatives on or before October 1, 1954.

ADDENDUM NO. 4

EXCERPT FROM THE NATIONAL AGREEMENT

Of

December 6, 1978

(APPLICABLE TO BOILERMAKERS-BLACKSMITHS,
(CARMEN, ELECTRICIANS AND FIREMEN & OILERS)

ARTICLE VIII - ENTRY RATES

Section 1:

Laborers, coach cleaners, helpers and upgraded mechanics will be paid as follows during their first 244 days of actual service; provided however, that this provision shall apply only to employees who enter service under agreements with the organizations signatory hereto on or after the effective date of this Article:

(a) For the first 122 days of service, such employees shall be paid 90% of the applicable rates of pay (including COLA).

(b) For the second 122 days of service, such employees shall be paid 95% of the applicable rates of pay (including COLA).

NOTE: An employee will be credited with a "day of service" if he performs at least four hours of compensated service.

Section 2:

When an employee has completed a total of 244 days of service in any shop craft position (or combination thereof) this Article will no longer be applicable. Employees who have had a shop craft employment relationship with the Carrier and are rehired in a shop craft position shall have such previous service credited toward meeting this requirement.

ADDENDUM NO. 5

EXCERPT FROM THE NATIONAL AGREEMENT

Of

December 2, 1978

(APPLICABLE TO MACHINISTS)

ARTICLE IX - ENTRY RATES

Machinists helpers will be paid 90% of the applicable rate of pay (including COLA) for the first twelve (12) calendar months of employment; provided, however, that this provision shall apply to employees who enter service under the IAM&AW Agreement on and after the effective date of this Article. During any portion of the first twelve (12) calendar months of employment in which any employee serves as an upgraded mechanic he shall be paid 90% of the applicable mechanic rate. 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.

ADDENDUM NO. 6

EXCERPT FROM THE NATIONAL AGREEMENT
OF DECEMBER 4, 1978

(Applicable to Sheet Metal Workers)

ARTICLE IX - ENTRY RATES

Section 1 - Service First 12-Months

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 shop craft position (or combination thereof) the provisions of sub-paragraph (a) above will no longer be applicable. Employees who have had a shop craft employment relationship with the carrier and are rehired in a shop craft 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 absences, suspension, or dismissal shall not count toward completion of the twelve (12) month period.

(d) The reduced rates provided by this Article are not applicable to apprentices, trainees, student mechanics, journeymen (not upgraded) mechanics and foremen.

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.

ADDENDUM NO. 7

SYNTHESIS

OF

AGREEMENT

DATED SEPTEMBER 25, 1964

between

CARRIERS REPRESENTED BY THE

NATIONAL RAILWAY LABOR CONFERENCE

and

EASTERN, WESTERN AND SOUTHEASTERN CARRIERS' CONFERENCE COMMITTEES

and

EMPLOYEES OF SUCH CARRIERS

REPRESENTED BY THE ORGANIZATIONS COMPRISING THE

RAILWAY EMPLOYEES' DEPARTMENT, AFL-CIO

INTERNATIONAL ASSOCIATION OF MACHINISTS

SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION

as

SUPPLEMENTED AND/OR AMENDED

(Applicable only to Electricians, Carmen and
Boilermakers and Blacksmiths, Firemen and Oilers)

The following represents a synthesis in one document, for the convenience of the parties, of the current provisions of the Shop Crafts September 25, 1964 National Agreement as supplemented and/or amended in accordance with the provisions of the Memorandum of Agreement dated January 7, 1965, the Memorandum of Agreement dated May 31, 1974 and the Shop Crafts National Agreement dated December 4, 1975 (effective January 12, 1976), along with letter of understanding dated May 10, 1973 and two letters of understanding dated December 4, 1975 in connection therewith. The amendments are indicated with appropriate source identifications.

(Applicable only to Machinists)

The following represents a synthesis in one document, for the convenience of the parties, of the current provisions of the Shop Crafts September 25, 1964 National Agreement as supplemented and/or amended in accordance with the provisions of the Memorandum of Agreement dated January 7, 1965, the Memorandum of Agreement dated May 31, 1974 and the IAM National Agreement dated March 12, 1975, along with letter of understanding dated May 10, 1973, three letters of understanding dated March 12, 1975 and one letter of understanding dated April 29, 1975 in connection therewith, as such provisions apply to employees represented by the International Association of Machinists and Aerospace Workers. The amendments are indicated with appropriate source identifications.

(Applicable only to Sheet Metal Workers)

The following represents a synthesis in one document, for the convenience of the parties, of the current provisions of the Shop Crafts September 25, 1964 National Agreement as supplemented and/or amended in accordance with the provisions of the Memorandum of Agreement dated January 7, 1965 and the

Memorandum of Agreement dated May 31, 1974, as such provisions apply to employees represented by the Sheet Metal Workers' International Association. The amendments are indicated with appropriate source identifications.

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.

IT IS AGREED:

ARTICLE I - EMPLOYEE PROTECTION

Section 1 -

The purpose of this rule is to afford protective benefits for employees who are displaced or deprived of employment as a result of changes in the operations of the carrier due to the causes listed in Section 2 hereof, and, subject to the provisions of this Agreement, the carrier has and may exercise the right to introduce technological and operational changes except where such changes are clearly barred by existing rules or agreements.

Any job protection agreement which is now in effect on a particular railroad which is deemed by the authorized employee representatives to be more favorable than this Article with respect to a transaction such as those referred to in Section 2 hereof, may be preserved as to such transaction by the representatives so notifying the carrier within thirty days from the date of receipt of notice of such transaction, and the provisions of this Article will not apply with respect to such transaction.

None of the provisions of this Article shall apply to any transactions subject to approval by the Interstate Commerce

Commission, if the approval order of the Commission contains equal or more favorable employee protection provisions, or to any transactions covered by the Washington Job Protection Agreement.

Section 2 -

The protective benefits of the Washington Job Protection Agreement of May, 1936, shall be applicable, as more specifically outlined below, with respect to employees who are deprived of employment or placed in a worse position with respect to compensation and rules governing working conditions as a result of any of the following changes in the operations of this individual carrier:

- a. Transfer of work;
- b. Abandonment, discontinuance for 6 months or more, or consolidation of facilities or service or portions thereof;
- c. Contracting out of work;
- d. Lease or purchase of equipment or component parts thereof, the installation, operation, servicing or repairing of which is to be performed by the lessor or seller;
- e. Voluntary or involuntary discontinuance of contracts;
- f. Technological changes; and,
- g. Trade-in or repurchase of equipment or unit exchange.

Section 3 -

An employee shall not be regarded as deprived of employment or placed in a worse position with respect to his compensation and rules governing working conditions in case of his resignation, death, retirement, dismissal for cause in accordance with existing agreements, or failure to work due to disability or discipline, or failure to obtain a

position available to him in the exercise of his seniority rights in accordance with existing rules or agreements, or reductions in forces due to seasonal requirements, the lay-off of temporary employees or a decline in a carrier's business, or for any other reason not covered by Section 2 hereof. In any dispute over whether an employee is deprived of employment or placed in a worse position with respect to his compensation and rules governing working conditions due to causes listed in Section 2 hereof or whether it is due to the causes listed in Section 3 hereof, the burden of proof shall be on the carrier.

Section 4 -

The carrier shall give at least sixty (60) days (ninety (90) days in cases that will require a change of employee's residence) written notice of the abolition of jobs as a result of changes in operations for any of the reasons set forth in Section 2 hereof, by posting a notice on bulletin boards convenient to the interested employees and by sending certified mail notice to the General Chairmen of such interested employees. Such notice shall contain a full and adequate statement of the proposed changes in operations, including an estimate of the number of employees of each class affected by the intended changes, and a full disclosure of all facts and circumstances bearing on the proposed discontinuance of positions. The date and place of a conference between representatives of the carrier and the General Chairman or his representative, at his option, to discuss the manner in which and the extent to which employees may be affected by the changes involved, shall be agreed upon within ten (10) days after the receipt of said notice, and conference shall commence within thirty (30) days from the date of such notice.

Section 5 -

Any employee who is continued in service, but who is placed, as a result of a change in operations for any of the reasons set forth in Section 2 hereof, in a worse position with respect to compensation and rules governing working conditions, shall be accorded the benefits set forth in

Section 6(a), (b) and (c) of the Washington Job Protection Agreement of May, 1936, reading as follows:

"Section 6 (a). No employee of any of the carriers involved in a particular coordination who is continued in service shall, for a period not exceeding five years following the effective date of such coordination, be placed, as a result of such coordination, in a worse position with respect to compensation and rules governing working conditions than he occupied at the time of such coordination so long as he is unable in the normal exercise of his seniority rights under existing agreements, rules and practices to obtain a position producing compensation equal to or exceeding the compensation of the position held by him at the time of the particular coordination, except however, that if he 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 which he elects to retain, he shall thereafter be treated for the purposes of this section as occupying the position which he elects to decline.

(b) The protection afforded by the foregoing paragraph shall be made effective whenever appropriate through what is hereby designated as a 'displacement allowance' which shall be determined in each instance in the manner hereinafter described. Any employee entitled to such an allowance is hereinafter referred to as a 'displaced' employee.

(c) Each displacement allowance shall be a monthly allowance determined by computing the total compensation received by the employee and his total time paid for during the last twelve (12) months in which he performed service immediately preceding the date of his displacement (such twelve (12) months being hereinafter referred to as the 'test period') and by dividing separately the total compensation and the total time paid for by twelve, thereby producing the

average monthly compensation and average monthly time paid for, which shall be the minimum amounts used to guarantee the displaced employee, and if his compensation in his current position is less in any month in which he performs work than the aforesaid average compensation 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 monthly time during the test period, but he shall be compensated in addition thereto at the rate of the position filled for any time worked in excess of the average monthly time paid for during the test period."

Section 6 -

Any employee who is deprived of employment as a result of a change in operations for any of the reasons set forth in Section 2 hereof shall be accorded a monthly dismissal allowance in accordance with the terms and conditions set forth in Section 7(a) through (j) of the Washington Job Protection Agreement of May, 1936, reading as follows:

"Section 7 (a). Any employee of any of the carriers participating in a particular coordination who is deprived of employment as a result of said coordination shall be accorded an allowance (hereinafter termed a coordination allowance), based on length of service, which (except in the case of an employee with less than one year of service) shall be a monthly allowance equivalent in each instance to sixty per cent (60%) of the average monthly compensation of the employee in question during the last twelve months of his employment in which he earned compensation prior to the date he is first deprived of employment as a result of the coordination. This coordination allowance will be made to each eligible employee while unemployed by his home road or in the coordinated operation during a period beginning at the date he is first deprived of employment as a result of the coordination

and extending in each instance for a length of time determined and limited by the following schedule:

Length of Service	Period of Payment
1 yr. and less than 2 yrs.	6 months
2 yrs. " " " 3 "	12 "
3 yrs. " " " 5 "	18 "
5 yrs. " " " 10 "	36 "
10 yrs. " " " 15 "	48 "
15 yrs. and over	60 "

In the case of an employee with less than one year of service, the total coordination allowance shall be a lump sum payment in an amount equivalent to sixty (60) days pay at the straight time daily rate of the last position held by him at the time he is deprived of employment as a result of the coordination.

(b) For the purpose of this agreement the length of service of the employee shall be determined from the date he last acquired an employment status with the employing carrier and he shall be given credit for one month's service for each month in which he performed any service (in any capacity whatsoever) and twelve such months shall be credited as one year's service. The employment status of an employee shall not be interrupted by furlough in instances where the employee has a right to and does return to service when called. In determining length of service of an employee acting as an officer or other official representative of an employee organization he will be given credit for performing service while so engaged on leave of absence from the service of a carrier.

(c) An employee shall be regarded as deprived of his employment and entitled to a coordination allowance in the following cases:

1. When the position which he holds on his home road is abolished as result of coordination and he is unable to obtain by the exercise of his seniority rights another position on his home road or a position in the coordinated operation, or
2. When the position he holds on his home road is not abolished but he loses that position as a result of exercise of seniority rights by an employee whose position is abolished as a result of said coordination, or by other employees, brought about as a proximate consequence of the coordination, and if he is unable by the exercise of his seniority rights to secure another position on his home road or a position in the coordinated operation.

(d) An employee shall not be regarded as deprived of employment in case of his resignation, death, retirement on pension or on account of age or disability in accordance with the current rules and practices applicable to employees generally, dismissal for justifiable cause in accordance with the rules, or furloughed because of reduction in forces due to seasonal requirements of the service; nor shall any employee be regarded as deprived of employment as the result of a particular coordination who is not deprived of his employment within three years from the effective date of said coordination.

(e) Each employee receiving a coordination allowance shall keep the employer informed of his address and the name and address of any other person by whom he may be regularly employed.

(f) The coordination allowance shall be paid to the regularly assigned incumbent of

the position abolished. If the position of an employee is abolished while he is absent from service, he will be entitled to the coordination allowance when he is available for service. The employee temporarily filling said position at the time it was abolished will be given a coordination allowance on the basis of said position until the regular employee is available for service and thereafter shall revert to his previous status and will be given a coordination allowance accordingly if any is due.

(g) An employee receiving a coordination allowance shall be subject to call to return to service after being notified in accordance with the working agreement, and such employee may be required to return to the service of the employing carrier for other reasonably comparable employment for which he is physically and mentally qualified and which does not require a change in his place of residence, if his return does not infringe upon the employment rights of other employees under the working agreement.

(h) If an employee who is receiving a coordination allowance returns to service the coordination allowance shall cease while he is so reemployed and the period of time during which he is so reemployed shall be deducted from the total period for which he is entitled to receive a coordination allowance. During the time of such reemployment however he shall be entitled to protection in accordance with the provisions of Section 6.

(i) If an employee who is receiving a coordination allowance obtains railroad employment (other than with his home road or in the coordinated operation) his coordination allowance shall be reduced to the extent that the sum total of his earnings in such employment and his allowance exceeds the amount upon which his coordination allowance is based; provided that this shall not apply to employees

with less than one year's service.

(j) A coordination allowance shall cease prior to the expiration of its prescribed period in the event of:

1. Failure without good cause to return to service in accordance with working agreement after being notified of position for which he is eligible and as provided in paragraphs (g) and (h).
2. Resignation.
3. Death.
4. Retirement on pension or on account of age or disability in accordance with the current rules and practices applicable to employees generally.
5. Dismissal for justifiable cause."

Section 7 -

Any employee eligible to receive a monthly dismissal allowance under Section 6 hereof may, at his option at the time he becomes eligible, resign and (in lieu of all other benefits and protections provided in this agreement) accept in a lump sum a separation allowance determined in accordance with the provisions of Section 9 of the Washington Job Protection Agreement of May, 1936, reading as follows:

"Section 9. Any employee eligible to receive a coordination allowance under section 7 hereof may, at his option at the time of coordination, resign and (in lieu of all other benefits and protections provided in this agreement) accept in a lump sum a separation allowance determined in accordance with the following schedule:

<u>Length of Service</u>				<u>Separation Allowance</u>		
1 year & less than 2 years				3 months' pay		
2 years	"	"	3 "	6	"	"
3 "	"	"	5 "	9	"	"
5 "	"	"	10 "	12	"	"
10 "	"	"	15 "	12	"	"
15 years and over				12	"	"

In the case of employees with less than one year's service, five days' pay, at the rate of the position last occupied, for each month in which they performed service will be paid as the lump sum.

- (a) Length of service shall be computed as provided in Section 7.
- (b) One month's pay shall be computed by multiplying by 30 the daily rate of pay received by the employee in the position last occupied prior to time of coordination."

Section 8 -

Any employee affected by a change in operations for any of the reasons set forth in Section 2 hereof shall not be deprived of benefits attaching to his previous employment, such as free transportation, pensions, hospitalization, relief, etc., under the same conditions and so long as such benefits continue to be accorded to other employees of the carrier, in active service or on furlough as the case may be, to the extent that such benefits can be so maintained under present authority of law or corporate action or through future authorization which may be obtained.

Section 9 -

Any employee who is retained in the service of the carrier, or who is later restored to service after being eligible to receive a monthly dismissal allowance, who is required to change the point of his employment as a result of a change in the carrier's operations for any of the reasons set forth in Section 2 hereof, and is, therefore,

required to move his place of residence, shall be accorded the protective benefits set forth in Section 10 of the Washington Job Protection Agreement of May, 1936, reading as follows:

"Section 10(a) Any employee who is retained in the service of any carrier involved in a particular coordination (or who is later restored to service from the group of employees entitled to receive a coordination allowance) who is required to change the point of his employment as result of such coordination and is therefore required to move his place of residence, shall be reimbursed for all expenses of moving his household and other personal effects and for the traveling expenses of himself and members of his family, including living expenses for himself and his family and his own actual wage loss during the time necessary for such transfer, and for a reasonable time thereafter, (not to exceed two working days), used in securing a place of residence in his new location. The exact extent of the responsibility of the carrier under this provision and the ways and means of transportation shall be agreed upon in advance between the carrier responsible and the organization of the employee affected. No claim for expenses under this Section shall be allowed unless they are incurred within three years from the date of coordination and the claim must be submitted within ninety (90) days after the expenses are incurred.

(b) If any such employee is furloughed within three years after changing his point of employment as a result of coordination and elects to move his place of residence back to his original point of employment, the carrier shall assume the expense of moving his household and other personal effects under the conditions imposed in paragraph (a) of this section.

(c) Except to the extent provided in paragraph (b) changes in place of residence subsequent to the initial changes caused by coordination and which grow out of the

normal exercise of seniority in accordance with working agreements are not comprehended within the provisions of this section."

Section 10 -

Any employee who is retained in the service of the carrier, or who is later restored to service after being eligible to receive a monthly dismissal allowance, who is required to change the point of his employment as a result of a change in the carrier's operations for any of the reasons set forth in Section 2 hereof, and is, therefore, required to move his place of residence, shall be accorded the protective benefits set forth in Section 11 of the Washington Job Protection Agreement of May, 1936, reading as follows:

"Section 11(a). The following provisions shall apply, to the extent they are applicable in each instance, to any employee who is retained in the service of any of the carriers involved in a particular coordination (or who is later restored to such service from the group of employees entitled to receive a coordination allowance) who is required to change the point of his employment as a result of such coordination and is therefore, required to move his place of residence:

1. If the employee owns his own home in the locality from which he is required to move, he shall at his option be reimbursed by his employing carrier for any loss suffered in the sale of his home for less than its fair value. In each case the fair value of the home in question shall be determined as of a date sufficiently prior to the coordination to be unaffected thereby. The employing carrier shall in each instance be afforded an opportunity to purchase the home at such fair value before it is sold by the employee to any other party.

2. If the employee is under a contract to purchase his home, the employing carrier shall protect him against loss to the extent of the fair value of any equity he may have in the home and in addition shall relieve him from any further obligations under his contract.
3. If the employee holds an unexpired lease of a dwelling occupied by him as his home, the employing carrier shall protect him from all loss and cost in securing the cancellation of his said lease.

(b) Changes in place of residence subsequent to the initial change caused by coordination and which grow out of the normal exercise of seniority in accordance with working agreements are not comprehended within the provisions of this Section.

(c) No claim for loss shall be paid under the provisions of this section which is not presented within three years after the effective date of the coordination.

(d) Should a controversy arise in respect to the value of the home, the loss sustained in its sale, the loss under a contract for purchase, loss and cost in securing termination of lease, or any other question in connection with these matters, it shall be decided through joint conference between the representatives of the employees and the carrier on whose line the controversy arises and in the event they are unable to agree, the dispute may be referred by either party to a board of three competent real estate appraisers, selected in the following manner: One to be selected by the representatives of the employees and the carrier, respectively; these two shall endeavor by agreement within ten days after their appointment to select the third appraiser, or to select some person authorized to name the third appraiser, and in the event of failure to agree then the Chairman of the Interstate Commerce Commission shall be requested to appoint the

third appraiser. A decision of a majority of the appraisers shall be required and said decision shall be final and conclusive. The salary and expenses of the third or neutral appraiser, including the expenses of the appraisal board, shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the salary of the appraiser selected by such party."

Section 11 -

When positions are abolished as a result of changes in the carrier's operations for any of the reasons set forth in Section 2 hereof, and all or part of the work of the abolished positions is transferred to another location or locations, the selection and assignment of forces to perform the work in question shall be provided for by agreement of the General Chairman of the craft or crafts involved and the carrier establishing provisions appropriate for application in the particular case; provided however, that under the terms of the agreement sufficient employees will be required to accept employment within their classification so as to insure a force adequate to meet the carrier's requirements. In the event of failure to reach such agreement, the dispute may be submitted by either party for settlement as hereinafter provided.

Section 12 -

Any dispute with respect to the interpretation or application of the foregoing provisions of Sections 1 through 11 of this Article (except as defined in Section 10) with respect to job protection, including disputes as to whether a change in the carrier's operations is caused by one of the reasons set forth in Section 2 hereof, or is due to causes set forth in Section 3 hereof, and disputes as to the protective benefits to which an employee or employees may be entitled, shall be handled as hereinafter provided.

(Applicable only to Electricians, Carmen and
Boilermakers and Blacksmiths, Firemen and Oilers)

ARTICLE II - SUBCONTRACTING

The work set forth in the classification of work rules of the crafts parties to the Agreement or, in the scope rule if there is no classification of work rule, and all other work historically performed and generally recognized as work of the crafts pursuant to such classification of work rules or scope rules where applicable, will not be contracted except in accordance with the provisions of Sections 1 through 4 of this Article II. In determining whether work falls within a scope rule or is historically performed and generally recognized within the meaning of this Article, the practice at the facility involved will govern.

Section 1 - Applicable Criteria -

Subcontracting of work, including unit exchange, will be done only when genuinely unavoidable because (1) managerial skills are not available on the property but this criterion is not intended to permit subcontracting on the ground that there are not available a sufficient number of supervisory personnel possessing the skills normally held by such personnel; or (2) skilled manpower is not available on the property from active or furloughed employees; or (3) essential equipment is not available on the property; or (4) the required time of completion of the work cannot be met with the skills, personnel or equipment available on the property; or (5) such work cannot be performed by the carrier except at a significantly greater cost, provided the cost advantage enjoyed by the subcontractor is not based on a standard of wages below that of the prevailing wages paid in the area for the type of work being performed and provided further that if work which is being performed by railroad employees in a railroad facility is subcontracted under this criterion, no employees regularly assigned at that facility at the time of the subcontracting will be furloughed as a result of such subcontracting. Unit exchange as used herein means the trading in of old or worn equipment or component parts, receiving in exchange new, upgraded or rebuilt parts, but does not include the purchase of new equipment or component parts. As to the purchase of component parts which a carrier had been manufacturing to a significant extent, such purchases will be subject to the terms and

conditions of this Article II.

Existing subcontracting rules and practices on individual properties may be retained in their entirety in lieu of this Article V by the Organizations by giving a notice to the Carriers involved at any time within 30 days after the effective date of this Agreement.

(Applicable only to Machinists)

ARTICLE II - SUBCONTRACTING

The work set forth in the classification of work rules of the crafts parties to this Agreement, and all other work historically performed and generally recognized as work of the crafts at the facility involved pursuant to such classification of work rules, will not be contracted except in accordance with the provisions of Sections 1 through 4 of this Article II.

Section 1 - Applicable Criteria -

Subcontracting of work, including unit exchange, will be done only when (1) managerial skills are not available on the property; or (2) skilled manpower is not available on the property from active or furloughed employees; or (3) essential equipment is not available on the property; or (4) the required time of completion of the work cannot be met with the skills, personnel or equipment available on the property; or (5) such work cannot be performed by the carrier except at a significantly greater cost, provided the cost advantage enjoyed by the subcontractor is not based on a standard of wages below that of the prevailing wages paid in the area for the type of work being performed, and provided further that if work which is being performed by railroad employees in a railroad facility is subcontracted under this criterion, no employees regularly assigned at that facility at the time of the subcontracting will be furloughed as a result of such subcontracting. Unit exchange as used herein means the trading in of old or worn equipment or component parts, receiving in exchange new, upgraded or rebuilt parts, but does not include the purchase of new equipment or component parts.

The amendments made by this Part A shall become effective 30 days after the date of this Agreement and shall not be applicable to subcontracting transactions completed or being processed prior to the effective date of such amendments.

(Applicable only to Sheet Metal Workers)

ARTICLE II - SUBCONTRACTING

The work set forth in the classification of work rules of the crafts parties to the Agreement and all other work historically performed and generally recognized as work of the crafts pursuant to such classification of work rules will not be contracted except in accordance with the provisions of Sections 1 through 4 of this Article II. In determining whether work is historically performed and generally recognized within the meaning of this Article, the practices at the facility involved will govern.

Section 1 - Applicable Criteria -

Subcontracting of work, including unit exchange, will be done only when genuinely unavoidable because (1) managerial skills are not available on the property but this criterion is not intended to permit subcontracting on the ground that there are not available a sufficient number of supervisory personnel possessing the skills normally held by such personnel; or (2) skilled manpower is not available on the property from active or furloughed employees; or (3) essential equipment is not available on the property; or (4) the required time of completion of the work cannot be met with the skills, personnel or equipment available on the property; or (5) such work cannot be performed by the carrier except at a significantly greater cost, provided the cost advantage enjoyed by the subcontractor is not based on a standard of wages below that of the prevailing wages paid in the area for the type of work being performed and provided further that if work which is being performed by railroad employees in a railroad facility is subcontracted under this criterion, no employees regularly assigned at that facility at the time of the subcontracting

will be furloughed as a result of such subcontracting. Unit exchange as used herein means the trading in of old or worn equipment or component parts, receiving in exchange new, upgraded or rebuilt parts, but does not include the purchase of new equipment or component parts. As to the purchase of component parts which a carrier had been manufacturing to a significant extent, such purchases will be subject to the terms and conditions of this Article II.

Section 2 - Advance Notice - Submission of Data - Conference -

If the carrier decides that in the light of the criteria specified above it is necessary to subcontract work of a type currently performed by the employees, it shall give the general chairman of the craft or crafts involved notice of intent to contract out and the reasons therefor, together with supporting data. Advance notice shall not be required concerning minor transactions. The General Chairman or his designated representative will notify the carrier within ten days from the postmarked date of the notice of any desire to discuss the proposed action. Upon receipt of such notice the carrier shall give such representative of the organization at least ten days advance notice of a conference to discuss the proposed action. If the parties are unable to reach an agreement at such conference the carrier may, notwithstanding, proceed to subcontract the work, and the organization may process the dispute to a conclusion as hereinafter provided.

Section 3 - Request for Information When No Advance Notice Given -

If the General Chairman of a craft requests the reasons and supporting data for the subcontracting of work for which no notice of intent has been given, in order to determine whether the contract is consistent with the criteria set forth above, such information shall be furnished him promptly. If a conference is requested by the General Chairman or his designated representative, it shall be arranged at a mutually acceptable time and place. Any dispute as to whether the contract is consistent with the criteria set forth in Section 1 may be processed to a conclusion as hereinafter provided.

Section 4 - Machinery for Resolving Disputes -

Any dispute over the application of this rule shall be handled as hereinafter provided.

ARTICLE III - ASSIGNMENT OF WORK - USE OF SUPERVISORS -

None but mechanics or apprentices regularly employed as such shall do mechanics work as per the special rules of each craft except foremen at points where no mechanics are employed. However, craft work performed by foremen or other supervisory employees employed on a shift shall not in the aggregate exceed 20 hours a week for one shift, 40 hours a week for two shifts, or 60 hours for all shifts.

If any question arises as to the amount of craft work being performed by supervisory employees, a joint check shall be made at the request of the General Chairmen of the organizations affected. Any disputes over the application of this rule shall be handled as provided hereinafter.

An incumbent supervisor who assumed his present position prior to October 15, 1962, at a point where no mechanic is employed, may be retained in his present position. However, his replacements shall be subject to the preceding paragraphs of this rule.

ARTICLE IV - OUTLYING POINTS

At points where there is not sufficient work to justify employing a mechanic of each craft, the mechanic or mechanics employed at such points will so far as they are capable of doing so, perform the work of any craft not having a mechanic employed at that point. Any dispute as to whether or not there is sufficient work to justify employing a mechanic of each craft, and any dispute over the designation of the craft to perform the available work shall be handled as follows: At the request of the General Chairman of any craft the parties will undertake a joint check of the work done at the point. If the dispute is not resolved by agreement it shall be handled as hereinafter provided and pending the disposition of the dispute the carrier may proceed with or continue its designation.

Existing rules or practices on individual properties may be retained by the organizations by giving a notice to the carriers involved at any time within 90 days after the date of this agreement.

ARTICLE V - COUPLING, INSPECTION AND TESTING

(a) In yards or terminals where carmen in the service of the carrier operating or servicing the train are employed and are on duty in the departure yard, coach yard or passenger terminal from which trains depart, such inspecting and testing of air brakes and appurtenances on trains as is required by the carrier in the departure yard, coach yard, or passenger terminal, and the related coupling of air, signal and steam hose incidental to such inspection, shall be performed by the carmen.

(b) This rule shall not apply to coupling of air hose between locomotive and the first car of an outbound train; between the caboose and the last car of an outbound train or between the last car in a "double-over" and the first car standing in the track upon which the outbound train is made up.

(Applicable only to Electricians, Carmen and
Boilermakers and Blacksmiths, Firemen and Oilers)

(c) If as of July 1, 1974 a railroad had carmen assigned to a shift at a departure yard, coach yard or passenger terminal from which trains depart, who performed the work set forth in this rule, it may not discontinue the performance of such work by carmen on that shift and have employees other than carmen perform such work (and must restore the performance of such work by carmen if discontinued in the interim), unless there is not a sufficient amount of such work to justify employing a carman.

(d) If as of December 1, 1975 a railroad has a regular practice of using a carman or carmen not assigned to a departure yard, coach yard or passenger terminal from which trains depart to perform all or substantially all of the work set forth in this rule during a shift at such yard or terminal, it may not discontinue use of a carman or carmen to perform substantially all such work during that shift unless there is not sufficient work to justify employing a carman.

(e) If as of December 1, 1975 a railroad has a regular practice of using a carman not assigned to a departure yard, coach yard or passenger terminal from which trains depart

to perform work set forth in this rule during a shift at such yard or terminal, and paragraph (d) hereof is inapplicable, it may not discontinue all use of a carman to perform such work during that shift unless there is not sufficient work to justify employing a carman.

(f) Any dispute as to whether or not there is sufficient work to justify employing a carman under the provisions of this Article shall be handled as follows:

At the request of the General Chairman of Carmen the parties will undertake a joint check of the work done. If the dispute is not resolved by agreement, it shall be handled under the provisions of Section 3, Second, of the Railway Labor Act, as amended, and pending disposition of the dispute, the railroad may proceed with or continue its determination.

(g) This Article shall become effective 60 days after the effective date of this Agreement.

(Applicable only to Electricians, Carmen and Boilermakers and Blacksmiths, Firemen and Oilers)

ARTICLE VI - RESOLUTION OF DISPUTES

Section 1 - Establishment of Shop Craft Special Board of Adjustment -

In accordance with the provisions of the Railway Labor Act, as amended, a Shop Craft Special Board of Adjustment, hereinafter referred to as "Board", is hereby established for the purpose of adjusting and deciding disputes which may arise under Article I, Employee Protection, and Article II, Subcontracting, of this agreement. The parties agree that such Board shall have exclusive authority to resolve all disputes arising under the terms of Articles I & II of this Agreement, as amended by the Agreement of December 4, 1975. Awards of the Board shall be subject to judicial review by proceedings in the United States District Court in the same manner and subject to the same provisions that apply to awards of the National Railroad Adjustment Board.

(Applicable only to Machinists.)

ARTICLE VI - RESOLUTION OF DISPUTES

Section 1 - Establishment of Shop Craft Special Board of Adjustment -

In accordance with the provisions of the Railway Labor Act, as amended, a Shop Craft Special Board of Adjustment, hereinafter referred to as "Board", is hereby established for the purpose of adjusting and deciding disputes which may arise under Article I, Employee Protection, and Article II, Subcontracting, of this agreement. The parties agree that such disputes are not subject to Section 3, Second, of the Railway Labor Act, as amended.

(Applicable only to Sheet Metal Workers.)

ARTICLE VI - RESOLUTION OF DISPUTES

Section 1 - Establishment of Shop Craft Special Board of Adjustment -

In accordance with the provisions of the Railway Labor Act, as amended, a Shop Craft Special Board of Adjustment, hereinafter referred to as "Board", is hereby established for the purpose of adjusting and deciding disputes which may arise under Article I, Employee Protection, and Article II, Subcontracting, of this agreement. The parties agree that such Board shall have exclusive authority to resolve all disputes arising under the terms of Articles I and II of this Agreement. Awards of the Board shall be subject to judicial review by proceedings in the United States District Court in the same manner and subject to the same provisions that apply to awards of the National Railroad Adjustment Board.

Section 2 - Consist of Board -

Whereas, Article VI of the September 25, 1964 Agreement provides for the resolution of disputes arising under Articles I and II of said Agreement and Section 2 of

Article VI sets forth the procedure for the composition of the Board established for the purpose of resolving such disputes. Under the terms of said section the Board is to consist of two members appointed by the organizations party to the Agreement, two members appointed by the carriers party to the Agreement and a fifth member, a referee, appointed from a panel of referees; and

Whereas, in November of 1964 following an exchange of letters it was further agreed by the parties to the Agreement to modify the terms of Section 2 of Article VI by providing that instead of two members each party would appoint three members with the understanding that in any function, two of the three members thus appointed would serve; and

Whereas, during each of these transactions for composing the partisan members of the Board and thereafter up until June and July of 1973 the organizations party to the September 1964 Agreement were all members of the Railway Employees' Department, AFL-CIO; and

Whereas, on June 14 and July 1, 1973, the International Association of Machinists and Aerospace Workers and the Sheet Metal Workers International Association respectively disaffiliated from the Railway Employees' Department, AFL-CIO, as a result of which a dispute has arisen between the said disaffiliates and the other four organizations party to the Agreement concerning the appointment of the organization members of the Board and handling of cases under Article VI involving employees of the disaffiliates; and

Whereas, the organizations party to the Agreement have conferred and agreed upon a procedure for resolving said dispute which is acceptable to the carriers party to the Agreement;

NOW, THEREFORE, it is agreed that effective May 31, 1974, appointment and functioning of partisan members of the Board under Section 2 of Article VI shall be as follows:

1. Six members shall be appointed by the organizations party to the Agreement and six members shall be appointed by the carriers party to the Agreement. Two of the six persons designated to represent the organizations party to the Agreement shall be appointed by International Association of Machinists and Aerospace Workers and Sheet Metal Workers' International Association respectively and the remaining four members shall be appointed on behalf

of the other four organizations party to the Agreement by the Railway Employees' Department, AFL-CIO.

2. Each of the twelve partisan members of the Board so appointed shall have the right to sit in all proceedings of the Board. The organizations and the carriers party to the Agreement further agree, however, that in the handling of dispute cases before the Board a smaller panel of the twelve members may function and constitute a quorum for the resolution of such disputes, provided first, that at least one organization and one carrier member shall sit and function in all dispute cases before the Board; second, that regardless of the number of members sitting and functioning in dispute cases, the unit method of voting shall prevail and six votes shall be cast on behalf of the carrier and organization members respectively; third, that in any dispute involving employees represented by the International Association of Machinists and Aerospace Workers, the appointee of that organization shall sit and function as a member of the Board; fourth, that in any dispute involving employees represented by the Sheet Metal Workers International Association, the appointee of that organization shall sit and function as a member of the Board, and fifth, that in any dispute involving employees represented by an organization which is affiliated with the Railway Employees' Department, AFL-CIO, at least one of the appointees of the Department shall sit and function as a member of the Board.

Section 3 - Appointment of Board Members -

Appointment of the members of the Board shall be made by the respective parties within thirty days from the date of the signing of this agreement.

Section 4 - Location of Board Office -

The Board shall have offices in the City of Chicago, Illinois.

Section 5 - Referees - Employee Protection and Subcontracting -

The parties agree to select a panel of six potential referees for the purpose of disposing of disputes before the Board arising under Articles I and II of this agreement.

Such selections shall be made within thirty (30) days from the date of the signing of this agreement. If the parties are unable to agree upon the selection of the panel of potential referees within the 30 days specified, the National Mediation Board shall be requested to name such referees as are necessary to fill the panel within 5 days after the receipt of such request.

Section 6 - Term of Office of Referees -

The parties shall advise the National Mediation Board of the names of the potential referees selected, and the National Mediation Board shall notify those selected, and their successors, of their selection, informing them of the nature of their duties, the parties to the agreement and such information as it may deem advisable, and shall obtain their consent to serve as a panel member. Each panel member selected shall serve as a member until January 1, 1966, and until each succeeding January 1 thereafter unless written notice is served by the organizations or the carriers parties to the agreement, at least 60 days prior to January 1 in any year that he is no longer acceptable. Such notice shall be served by the moving parties upon the other parties to the agreement, the members of the Board and the National Mediation Board. If the referee in question shall then be acting as a referee in any case pending before the Board, he shall serve as a member of the Board until the completion of such case.

Section 7 - Filling Vacancies - Referees -

In the event any panel member refuses to accept such appointment, dies, or becomes disabled so as to be unable to serve, is terminated in tenure as hereinabove provided, or a vacancy occurs in panel membership for any other reason, his name shall immediately be stricken from the list of potential referees. The members of the Board shall, within thirty days after a vacancy occurs, meet and select a successor for each member as may be necessary to restore the panel to full membership. If they are unable to agree upon a successor within thirty days after such meeting, he shall be appointed by the National Mediation Board.

Section 8 - Jurisdiction of Board -

The Board shall have exclusive jurisdiction over disputes

between the parties growing out of grievances concerning the interpretation or application of Article I, Employee Protection, and Article II, Subcontracting.

Section 9 - Submission of Dispute -

Any dispute arising under Article I, Employee Protection, and Article II, Subcontracting, of this agreement, not settled in direct negotiations may be submitted to the Board by either party, by notice to the other party and to the Board.

Section 10 - Time Limits for Submission -

Within 60 days (15 days for Machinists) of the postmarked date of such notice, both parties shall send 15 copies of a written submission to their respective members of the Board. Copies of such submissions shall be exchanged at the initial meeting of the Board to consider the dispute.

Section 11 - Content of Submission -

Each written submission shall be limited to the material submitted by the parties to the dispute on the property and shall include:

- (a) The question or questions in issue;
- (b) Statement of facts;
- (c) Position of employee or employees and relief requested;
- (d) Position of company and relief requested.

Section 12 - Failure of Agreement - Appointment of Referee -

If the members of the Board are unable to resolve the dispute within twenty days from the postmarked date of such submission, either member of the Board may request the National Mediation Board to appoint a member of the panel of potential referees to sit with the Board. The National Mediation Board shall make the appointment within five days after receipt of such request and notify the members of the

Board of such appointment promptly after it is made.
Copies of both submissions shall promptly be made available to the referee.

Section 13 - Procedure at Board Meetings -

The referee selected shall preside at meetings of the Board and shall be designated for the purpose of a case as the Chairman of the Board. The Board shall hold a meeting for the purpose of deciding the dispute within 15 days after the appointment of a referee. The Board shall consider the written submission and relevant agreements, and no oral testimony or other written material will be received. A majority vote of all members of the Board shall be required for a decision of the Board. A partisan member of the Board may in the absence of his partisan colleague vote on behalf of both. Decisions shall be made within thirty days from the date of such meeting.

(Applicable only to Electricians, Carmen and
Boilermakers and Blacksmiths, Firemen and Oilers)

Section 14 - Remedy -

(a) If there is a claim for wage loss on behalf of a named claimant, arising out of an alleged violation of Article II, Subcontracting, which is sustained, the Board's decision shall not exceed wages lost and other benefits necessary to make the employee whole.

(Sections 11, 12, 13 and 14(a) of ARTICLE VI - RESOLUTION OF
DISPUTES - from September 25, 1964 Agreement)

(b) If the Board finds that the Carrier violated the advance notice requirements of Section 2 of Article II, the Board may award an amount not in excess of that produced by multiplying 10% of the man-hours billed by the contractor by the weighted average of the straight-time hourly rates of pay of the employees of the Carrier who would have done the work.

The amounts awarded in accordance with this paragraph (b) shall be divided equitably among the claimants, or

otherwise distributed upon an equitable basis, as determined by the Board.

(Applicable only to Machinists)

Section 14 - Remedy -

(a) If there is a claim for wage loss on behalf of a named claimant, arising out of an alleged violation of Article II, Subcontracting, which is sustained, the Board's decision shall not exceed wages lost and other benefits necessary to make the employee whole.

(b) If the Board finds that the Carrier violated the advance notice requirements of Section 2 of Article II, the Board may award an amount not in excess of that produced by multiplying 10% of the man-hours billed by the contractor by the weighted average of the straight-time hourly rates of pay of the employees of the Carrier who would have done the work.

The amounts awarded in accordance with this paragraph (b) shall be divided equitably among the claimants, or otherwise distributed upon an equitable basis, as determined by the Board.

The amendment made by this Part B shall not be applicable with respect to claims arising out of subcontracting transactions completed or being processed prior to 30 days after the date of this Agreement. (See Letter of Understanding dated April 29, 1975).

(Applicable only to Sheet Metal Workers)

Section 14 - Remedy -

(a) If there is a claim for wage loss on behalf of a named claimant, arising out of an alleged violation of Article II, Subcontracting, which is sustained, the Board's decision shall not exceed wages lost and other benefits necessary to make the employee whole.

(b) If the Board finds that the Carrier violated the advance notice requirements of Section 2 of Article II, the Board may award an amount not in excess of that pro-

duced by multiplying 10% of the man-hours billed by the contractor by the weighted average of the straight-time hourly rates of pay of the employees of the Carrier who would have done the work.

The amounts awarded in accordance with this paragraph (b) shall be divided equitably among the claimants, or otherwise distributed upon an equitable basis, as determined by the Board.

(Applicable only to Electricians, Carmen and
Boilermakers and Blacksmiths, Firemen and
Oilers, Sheet Metal Workers)

Section 15 - Final and Binding Character -

Decisions of the Board shall be final and binding upon the parties to the dispute. In the event an Award is in favor of an employee or employees, it shall specify a date on or before which there shall be compliance with the Award. In the event an Award is in favor of a carrier the Award shall include an order to the employee or employees stating such determination.

(Applicable only to Machinists.)

Section 15 - Final and Binding Character -

Decisions of the Board shall be final and binding upon the parties to the dispute.

Section 16 - Extension of Time Limits -

The time limits specified in this Article may be extended only by mutual agreement of the parties.

Section 17 - Records -

The Board shall maintain a complete record of all matters submitted to it for its consideration and of all findings and decisions made by it.

Section 18 - Payment of Compensation -

The parties hereto will assume the compensation, travel expense and other expense of the Board members selected by them. Unless other arrangements are made, the office, stenographic and other expenses of the Board, including compensation and expenses of the neutral members thereof, shall be shared equally by the parties.

Section 19 - Disputes Referred to Adjustment Board -

Disputes arising under Article III, Assignment of Work - Use of Supervisors, Article IV, Outlying Points, and Article V, Coupling, Inspection and Testing, of this agreement, shall be handled in accordance with Section 3 of the Railway Labor Act, as amended.

Under the provisions of Article VI, Section 19, disputes arising under Article III - Assignment of Work, Article IV - Outlying Points, and Article V - Coupling, Inspection and Testing, are to be handled in accordance with Section 3 of the Railway Labor Act. It is clear that with respect to such disputes subject to handling under Section 3 of the Act any claim or grievance is subject to the time limits and procedural requirements of the Time Limit on Claims Rules.

A different situation exists with respect to disputes arising under Article I - Employee Protection, and Article II - Subcontracting. Article VI provides a "Shop Craft Special Board of Adjustment" for the purpose of adjusting and deciding disputes arising out of those two Articles (Article VI, Section 1), and specifically provides (Article VI, Section 8) that the Board shall have exclusive jurisdiction over disputes between the parties growing out of grievances concerning the interpretation or application of those two Articles.

During our negotiations, it was understood by both parties that disputes under Articles I and II need not be progressed in the "usual manner" as required under Section 3 of the Railway Labor Act, but could be handled directly with the highest officer in the interest of expeditious handling. Sections 10 through 13 set up special time limits to govern the handling of submissions to the Special Board, thus providing special procedures which are intended to supersede the provisions of the standard Time Limit Rule.

Therefore, such disputes being processed to a conclusion through the Shop Craft Special Board are not subject to the provisions of the standard Time Limit Rule.

However, if there should be any claims filed for wage loss on behalf of a named claimant arising out of an alleged violation of Article II - Subcontracting (See Section 14 of Article VI), such claims for wage loss should be filed promptly and within sixty days of the filing of the alleged violation of Article II - Subcontracting, with the same carrier officer as to whom such violation of Article II was directed by the General Chairman of the craft or crafts involved, or his representative. If such claim is a continuous one, it cannot begin to run prior to the date the claim is presented. If the alleged violation of Article II - Subcontracting, is then submitted to the Shop Craft Special Board of Adjustment, it will be considered that the special procedural provisions of Article VI have been complied with.

Failure to handle as set forth in the preceding paragraph shall not be considered as a precedent or waiver of the contentions of the carriers or employees as to other similar claims.

This understanding is a supplement to Article VI of the September 25, 1964 Agreement and will become effective as of this date.

ARTICLE VII - EFFECT OF THIS AGREEMENT

This agreement is in full and final settlement of the dispute growing out of notices served on the carriers listed in Exhibits A, B and C on or about October 15, 1962; and out of proposals served by the individual railroads on organization representatives of the employees involved on or about November 5, 1962, and Articles II, III and IV of proposals served by the individual railroads on organization representatives of the employees involved on or about June 17, 1963. 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.

(Applicable only to Electricians, Carmen and
Boilermakers and Blacksmiths, Firemen and Oilers)

ARTICLE VIII - EFFECTIVE DATE

The provisions of this agreement shall become effective November 1, 1964, and shall continue in effect until January 1, 1966, and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

(The remaining sentence of ARTICLE VIII - EFFECTIVE DATE - of the September 25, 1964 Agreement as well as the provisions of ARTICLE IX - GENERAL PROVISIONS - Section 2 - Effect of this Agreement - of the December 4, 1975 Agreement dealing with the existing moratoria, have been omitted.)

(Applicable only to Machinists)

ARTICLE VIII- EFFECTIVE DATE

The provisions of this agreement shall become effective November 1, 1964, and shall continue in effect until January 1, 1966, and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

(The remaining sentence of ARTICLE VIII - EFFECTIVE DATE - of the September 25, 1964 Agreement as well as the provisions of ARTICLE IX - GENERAL PROVISIONS - Section 2 - Effect of this Agreement - of the March 12, 1975 Agreement dealing with the existing moratoria, have been omitted.)

(Applicable only to Sheet Metal Workers)

ARTICLE VIII - EFFECTIVE DATE

The provisions of this agreement shall become effective November 1, 1964, and shall continue in effect until January 1, 1966, and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

(The remaining sentence of ARTICLE VIII - EFFECTIVE DATE - of the September 25, 1964 Agreement dealing with the existing moratorium, have been omitted.)

ARTICLE IX - COURT APPROVAL

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

SIGNED AT WASHINGTON, D.C., THIS 25TH DAY OF SEPTEMBER, 1964.

(SIGNATURES OMITTED)

NATIONAL RAILWAY LABOR CONFERENCE

1225 CONNECTICUT AVENUE, N.W., WASHINGTON, D. C. 20036/AREA CODE: 202 - 459-3120

WILLIAM H. DEMPSEY, Chairman M. E. PARKS, Vice Chairman
H. E. GREER, Director of Research J. F. GRIFFIN, Administrative Secretary D. P. LEE, General Counsel

May 10, 1973

Mr. James E. Yost, Chairman
Five Cooperating Shop Crafts Organizations
Railway Employees' Department, AFL-CIO
220 South State Street, Suite 1212
Chicago, Illinois 60604

Dear Mr. Yost:

This will confirm our understanding with you on behalf of the Five Cooperating Shop Craft organizations with respect to the establishment of a Standing Committee for consideration of the interpretation and application of Article II - Subcontracting - of the Shop Crafts National Agreement of September 25, 1964.

We are in accord that the Standing Committee should have as its basic objective the encouragement of an application of the subcontracting Article in terms of its manifest intent that the railroad work described by that Article will normally be performed by railroad employees, and that performance by others is to be restricted to situations where contracting is genuinely unavoidable under the standards set forth in the subcontracting Article.

The Unions have taken the position that although this is the clear premise upon which the exception criteria in Section I of Article II rest, there have been numerous instances where the underlying intent and purpose of the Article have been thwarted through unnecessary depletion of skilled forces, abolishment of facilities, lack of proper training programs and like actions which either intentionally or through neglect lead to invocation of the subcontracting provision. One of the primary functions of the Standing Committee will be to inquire fully into such actions or any other actions asserted to be contrary to the proper purpose and intent of the Article.

Matters involving the interpretation and application of the subcontracting provision may be referred to the Standing Committee by the affected Shop Craft organizations or carriers. In addition to inquiring into particular cases and using its best offices to encourage the parties to settle such cases, the Standing Committee may, where appropriate, agree on basic principles that should underlie the interpretation and application of the subcontracting provision and encourage the parties to follow such principles.

Mr. James E. Yost

May 10, 1973

The Standing Committee will also upon request of the parties consider problems arising under Article I of the 1964 National Agreement and use its best efforts to resolve these problems as well as those arising under Article II.

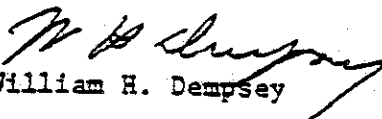
The Standing Committee will not supplant the disputes machinery provided in the 1964 Agreement but will have as its central purpose the avoidance and settlement of misunderstandings before they reach the dispute level.

We have every reason to be persuaded that beneficial results to all of us can be achieved through this Standing Committee procedure based on our record to date with such committees working with both operating and non-operating organizations.


In accordance with our discussions we will promptly bring to the attention of the chief labor relations officers of the railroads the deep concern of the Shop Craft organizations with respect to the problem and apprise them of our commitment as well as yours to use this Standing Committee as the mechanism through which we can achieve a mutually acceptable accommodation on this important matter.

If the foregoing represents an acceptable procedure for disposition of your subcontracting problems and other matters under the 1964 Agreement, please signify your approval hereunder and we can then proceed to work out the details relating to composition of the Standing Committee, times of meeting, and other procedures.

Yours very truly,


William H. Dempsey

APPROVED:


James E. Yost, Chairman
Five Cooperating Shop Craft Organizations

NATIONAL RAILWAY LABOR CONFERENCE

1225 CONNECTICUT AVENUE, N.W., WASHINGTON, D. C. 20036/AREA CODE: 202-658-9320

WILLIAM H. DEMPSEY, Chairman

H. E. GREER, Vice Chairman

ROBERT BROWN, Vice Chairman

W. L. BURNER, Jr., Director of Research

J. F. GRIFFIN, Director of Labor Relations

D. P. LEE, General Counsel

T. F. STRUNCK, Administrator of Disputes Committees

December 4, 1975

Mr. James E. Yost
President
Railway Employees' Department, AFL-CIO
220 South State Street, Suite 1212
Chicago, Illinois 60604

Dear Mr. Yost:

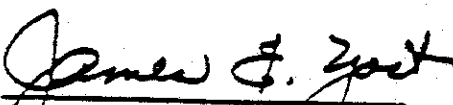
This is to confirm our understanding with respect to the part of Article V of the Agreement of December 4, 1975 by which a new subsection, subsection 14(b), is added to Article VI of the Agreement of September 25, 1964.

Under the Agreement of September 25, 1964, prior to this amendment, the carriers have consistently argued that no damages could be awarded where a carrier did not comply with the advance notice requirements of Section 2 of Article II, as long as the carrier demonstrated that in other respects the subcontracting transaction in question was proper. However, the parties are agreed that compliance with the advance notice requirements may have a salutary effect in promoting mutually satisfactory resolution of subcontracting questions. Accordingly, the parties agreed upon the inclusion of new subsection 14(b), which is to be applicable at the discretion of the board and is to be the exclusive remedy provision relating to violations of the notice requirements of Section 2 of Article II. This amendment is not to prejudice in any way the positions the parties may take with respect to other types of alleged violations of Article II. Claims for damages growing out of such violations are to be determined as they would have been had this amendment not been made — that is, under former Section 14, now Section 14(a).

Yours very truly,


William H. Dempsey

I concur.


James E. Yost, President
Railway Employees' Department, AFL-CIO

NATIONAL RAILWAY LABOR CONFERENCE

1225 CONNECTICUT AVENUE, N.W., WASHINGTON, D. C. 20036/AREA CODE: 202-659-9320

WILLIAM H. DEMPSEY, Chairman

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T. F. STRUNCK, Administrator of Disputes Committees

December 4, 1975

Mr. James E. Yost
President
Railway Employees' Department, AFL-CIO
220 South State Street, Suite 1212
Chicago, Illinois 60604

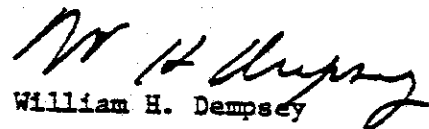
Dear Mr. Yost:

Through the mechanism of the Standing Committee established under Article III of the May 10, 1973 Agreement the parties will attempt to resolve through informal discussions any questions that may arise concerning the provisions of Article VI (Coupling, Inspection and Testing) of this Agreement.


The parties' willingness to attempt to resolve such questions in an informal manner is not intended to substitute in any way for the formal grievance procedures provided under Section 3 of the Railway Labor Act.

If this accords with your understanding please sign in the space provided below.

Yours very truly,


William H. Dempsey

I concur.


James E. Yost, President
Railway Employees' Department, AFL-CIO

NATIONAL RAILWAY LABOR CONFERENCE

1225 CONNECTICUT AVENUE, N.W., WASHINGTON, D. C. 20036/AREA CODE: 202-659-9320

WILLIAM H. DEMPSEY, Chairman

H. E. GREER, Vice Chairman

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J. F. GRIFFIN, Director of Labor Relations

D. P. LEE, General Counsel

T. F. STRUNCK, Administrator of Disputes Committees

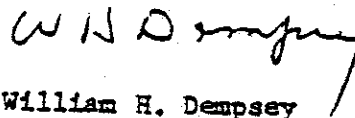
March 12, 1975

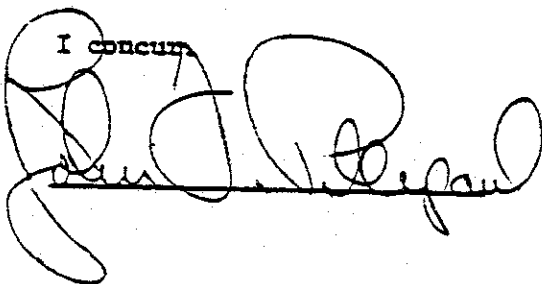
Mr. John Peterpaul
General Vice President
International Association of Machinists
and Aerospace Workers
Room 814, Machinists Building
1300 Connecticut Avenue, N. W.
Washington, D. C. 20036

Dear Mr. Peterpaul:

This is to confirm our understanding that the first criterion in Section 1 of Article II of the Agreement of September 25, 1964, as amended, relating to managerial skills, is not intended to permit subcontracting on the ground that there are not available a sufficient number of supervisory personnel possessing the skills normally held by such personnel.

Yours very truly,


William H. Dempsey

I concur


NATIONAL RAILWAY LABOR CONFERENCE

1225 CONNECTICUT AVENUE, N.W., WASHINGTON, D. C. 20036/AREA CODE: 202-659-9320

WILLIAM H. DEMPSEY, Chairman

H. E. GREER, Vice Chairman

ROBERT BROWN, Vice Chairman

W. L. BURNER, Jr., Director of Research

J. F. GRIFFIN, Director of Labor Relations

D. P. LEE, General Counsel

T. F. STRUNCK, Administrator of Disputes Committees

March 12, 1975

Mr. John Peterpaul
General Vice President
International Association of Machinists
and Aerospace Workers
Room 814, Machinists Building
1300 Connecticut Avenue, N. W.
Washington, D. C. 20036

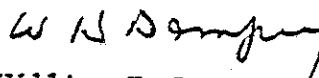
Dear Mr. Peterpaul:

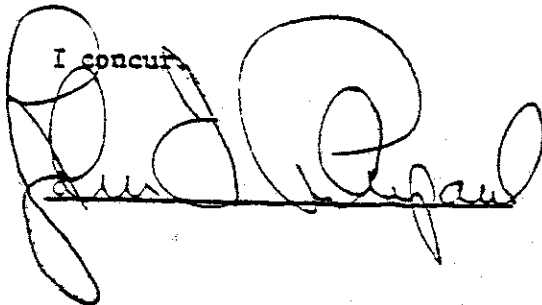
This refers to the first paragraph of revised Article II -
Subcontracting - of the Agreement of September 25, 1964.

Our purpose in changing the language of that paragraph was
to make clear that such Article II covers not only work which is ex-
plicitly described in the classification of work rules in effect on
the individual railroads but also work not explicitly so described but
encompassed in those rules by language such as "and all other work gene-
rally recognized as machinists' work."

Would you please indicate your concurrence by signing in
the space provided below.

Yours very truly,


William H. Dempsey

I concur.


NATIONAL RAILWAY LABOR CONFERENCE

1225 CONNECTICUT AVENUE, N.W., WASHINGTON, D. C. 20036/AREA CODE: 202-659-9320

WILLIAM H. DEMPSEY, Chairman

H. E. GREER, Vice Chairman

ROBERT BROWN, Vice Chairman

W. L. BURNER, Jr., Director of Research

J. F. GRIFFIN, Director of Labor Relations

D. P. LEE, General Counsel

T. F. STRUNCK, Administrator of Disputes Committees

March 12, 1975

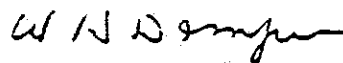
Mr. John Peterpaul
General Vice President
International Association of Machinists
and Aerospace Workers
Room 814, Machinists Building
1300 Connecticut Avenue, N. W.
Washington, D. C. 20036

Dear Mr. Peterpaul:

This is to confirm our understanding with respect to the part of Article VIII of the Agreement of March 12, 1975 by which a new subsection, subsection 14(b), is added to Article VI of the Agreement of September 25, 1964.

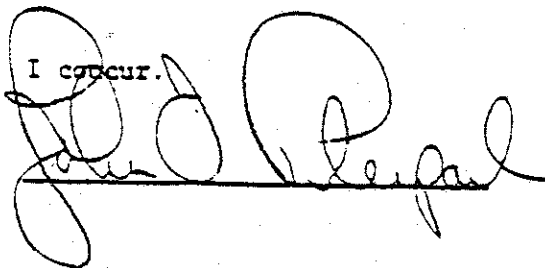
Under the Agreement of September 25, 1964, prior to this amendment, the carriers have consistently argued that no damages could be awarded where a carrier did not comply with the advance notice requirements of Section 2 of Article II, as long as the carrier demonstrated that in other respects the subcontracting transaction in question was proper. However, the parties are agreed that compliance with the advance notice requirements may have a salutary effect in promoting mutually satisfactory resolution of subcontracting questions. Accordingly, the parties agreed upon the inclusion of new subsection 14(b), which is to be applicable at the discretion of the board and is to be the exclusive remedy provision relating to violations of the notice requirements of Section 2 of Article II. This amendment is not to prejudice in any way the positions the parties may take with respect to other types of alleged violations of Article II. Claims for damages growing out of such violations are to be determined as they would have been had this amendment not been made -- that is, under former Section 14, now Section 14(a).

Yours very truly,



William H. Dempsey

I concur.



NATIONAL RAILWAY LABOR CONFERENCE

1901 L STREET, N.W., WASHINGTON, D.C. 20036/AREA CODE: 202-462-7200

CHARLES I. HOPKINS, Jr.
Chairman

ROBERT BROWN
Vice Chairman

D. P. LEE
General Counsel

J. F. GRIFFIN
Director of Labor Relations

December 6, 1978

Mr. John J. McNamara
International President
International Brotherhood of Firemen and Oilers
200 Maryland Avenue, N.E.
Washington, D.C. 20002

Dear Mr. McNamara:

I am writing this letter to confirm our understanding that the December 6, 1978 national agreement will in no way alter or impair the commitment made in previous letters to provide our best efforts to persuade individual carriers to meet and confer with your authorized representatives with respect to adjustments in rates of pay and reclassification of positions to reflect more accurately the work performed, where you consider such measures necessary to eliminate inequities.

We recognize that our assurance of the continuation of this commitment is part of the consideration for the execution of the agreement to which this is attached. We also recognize, on the basis of our discussions with you in the current wage and rules case, that you intend a continuation of the reclassification and rate adjustment program with the individual carriers on which the issues remain unresolved, and we assure you that we will urge such carriers to cooperate with you fully in reaching mutually satisfactory agreements.

Furthermore, on those carriers where these issues have been properly raised but remain unresolved after one year from the date of this agreement, your organization will be free to serve notices concerning such pay adjustments and reclassification of positions. Such notices, if served, may be progressed within, but not beyond, the specific procedures for peacefully resolving disputes which are provided for in the Railway Labor Act, as amended. However, if such notices have not been resolved by March 31, 1981, they may be progressed to a conclusion under the Railway Labor Act, provided advance written notice of 60 days is given to the railroad of the organization's intent to so proceed.

Will you please indicate your concurrence by affixing your signature in the space provided below.

Yours very truly,


C. I. Hopkins, Jr.

I concur:



THE KANSAS CITY SOUTHERN RAILWAY COMPANY
LOUISIANA & ARKANSAS RAILWAY COMPANY
Kansas City, Missouri

April 1, 1980
013.295
013.295 L&A

Messrs.:
Owen Copeland, President
System Federation No. 3
1020 22nd Street
Nederland, Texas 77627

D. G. Davis, Secretary-Treasurer
System Federation No. 3
4013 South Spring Street
Independence, Missouri 64055

Gentlemen:

This has reference to our negotiations pursuant to your request to revise and reprint the Schedule Agreement with System Federation No. 3 applicable on The Kansas City Southern and Louisiana & Arkansas Railways.

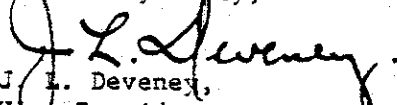
During the negotiations, it was our position that paragraph (b) of Rule 28 had not been amended or superseded and should be included in the reprinted Agreement. Such paragraph of Rule 28 to which we have reference reads:

"This rule does not prohibit foremen in the exercise of their duties to perform work."

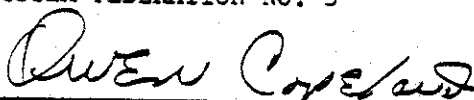
It was your position that the above paragraph had been superseded by Article III of the September 25, 1964 Agreement, as amended, and should be deleted from the reprinted Agreement.

Although we do not agree with your position, we are willing to delete the above quoted paragraph from Rule 28 provided you are willing to agree that the present practice of foremen performing work in circumstances where a mechanic needs to be instructed in the proper performance of a job, or to show a mechanic how a particular task is to be performed may be continued. If you are agreeable to this understanding, please so indicate by signing in the spaces provided below.

Yours very truly,


J. L. Deveney,
Vice President - Personnel

AGREED:
SYSTEM FEDERATION NO. 3


Owen Copeland, President

SYSTEM FEDERATION NO. 3:



D. G. Davis,
Secretary - Treasurer

INTERNATIONAL BROTHERHOOD OF BOILERMAKERS,
IRON SHIP BUILDERS, BLACKSMITHS, FORGERS,
AND HELPERS:



D. T. Grooms, General Chairman
System Federation No. 3

INTERNATIONAL BROTHERHOOD OF ELECTRICAL
WORKERS:



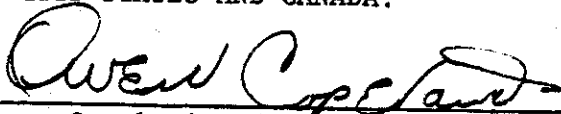
D. G. Davis, General Chairman
System Federation No. 3

BROTHERHOOD RAILWAY CARMEN OF THE
UNITED STATES AND CANADA:



R. A. Sherwood, General Chairman
System Federation No. 3

BROTHERHOOD RAILWAY CARMEN OF THE
UNITED STATES AND CANADA:



Owen Copeland, General Chairman
System Federation No. 3

THE KANSAS CITY SOUTHERN RAILWAY COMPANY
LOUISIANA & ARKANSAS RAILWAY COMPANY

Kansas City, Missouri

April 1, 1980
013.295
013.295 L&A

Messrs.:

Kenneth S. Jaworski, General Chairman
International Association of Machinists
and Aerospace Workers
401 Buder Building
7 North Seventh Street
St. Louis, Missouri 63101

R. G. Moorhead, General Chairman
Sheet Metal Workers International Association
518 Plymouth Street
Houston, Texas 77022

Gentlemen:

This has reference to our negotiations pursuant to your request to revise and reprint the Schedule Agreement with System Federation No. 3 applicable on The Kansas City Southern and Louisiana & Arkansas Railways.

During the negotiations, it was our position that paragraph (b) of Rule 28 had not been amended or superseded and should be included in the reprinted Agreement. Such paragraph of Rule 28 to which we have reference reads:

"This rule does not prohibit foremen in the exercise of their duties to perform work."

It was your position that the above paragraph had been superseded by Article III of the September 25, 1964 Agreement, as amended, and should be deleted from the reprinted Agreement.

Although we do not agree with your position, we are willing to delete the above quoted paragraph from Rule 28 provided you are willing to agree that the present practice of foremen performing work in circumstances where a mechanic needs to be instructed in the proper performance of a job, or to show a mechanic how a particular task is to be performed may be continued.

Yours very truly,

J. L. Deveney
J. L. Deveney,
Vice President-Personnel

AGREED:

R. G. Moorhead
General Chairman

Kenneth S. Jaworski
General Chairman

ADDENDUM NO. 9

EXCERPT FROM THE NATIONAL AGREEMENT
OF JUNE 4, 1953

(Applicable to Carmen only)

ARTICLE II - Regular and Helper Apprentice Carmen

Regular and helper apprentices may be employed at any point (excluding points where only inspectors are employed) where there are sufficient carmen employed to insure compliance with ratio rules, and rotation of apprentices may, if Management so elects, be confined to the point where the apprentice was originally indentured.

ARTICLE III - Upgrading Carmen Helpers and Apprentices

In the event of not being able to employ carmen with four years' experience who are of good moral character and habits, regular and helper apprentices will be advanced to carmen in accordance with their seniority. If more men are needed, helpers will be promoted, If this does not provide sufficient men to do the work, men who have had experience in the use of tools may be employed. They will not be retained in service as carmen when four-year carmen as described above become available.

NOTE: Helpers advanced as above will retain their seniority as helpers until they are qualified as carmen under the qualification rule and within thirty days thereafter shall make their choice whether to take seniority as a carman or retain seniority as a helper.

In the event of force reduction, in the absence of other existing arrangements, demotion shall be in the reverse order to that of upgrading.

This rule shall become effective August 1, 1953, except on such carriers as may elect to preserve existing rules or practices and so notify the authorized employee representative on or before July 1, 1953.

ADDENDUM NO. 10

EXCERPT FROM NATIONAL AGREEMENT OF
APRIL 24, 1970

(Applicable to Carmen)

EXCERPT FROM PUBLIC LAW 91-226 OF
APRIL 9, 1970

(Applicable to Machinists, Boilermakers,
Blacksmiths and Electricians)

ARTICLE III - Performance of Incidental Work at Running Repair
Work Locations

At running repair work locations which are not designated as outlying points where a mechanic or mechanics of a craft or crafts are performing a work assignment, the completion of which calls for the performance of "incidental work" (as hereinafter defined) covered by the classification of work rules of another craft or crafts, such mechanic or mechanics may be required, so far as they are capable, to perform such incidental work provided it does not comprise a preponderant part of the total amount of work involved in the assignment. Work shall be regarded as "incidental" when it involved the removal and placing or the disconnecting and connecting of parts and appliances such as wires, piping, covers, shielding and other appurtenances from or near the main work assignment in order to accomplish that assignment. Incidental work shall be considered to comprise a preponderant part of the assignment when the time normally required to accomplish it exceeds the time normally required to accomplish the main work assignment. In no instance will the work of overhauling, repairing, modifying or otherwise improving equipment be regarded as incidental.

If there is a dispute as to whether or not work comprises a "preponderant part" of a work assignment the carrier may nevertheless assign the work as it feels it should be assigned and proceed or continue with the work and assignment in question; however, the Shop Committee may request that the assignment be timed by the parties to determine whether or not the time required to perform the incidental work exceeds the time required to perform the main work assignment. If it does, a claim will be honored by the carrier for the actual time at pro rata rates required to perform the incidental work.

ADDENDUM NO. 11

EXCERPT FROM THE NATIONAL AGREEMENT

OF MAY 12, 1972

(APPLICABLE TO SHEET METAL WORKERS ONLY)

ARTICLE V - INCIDENTAL WORK RULE

The incidental Work Rule which became effective April 9, 1970 is hereby amended to read as follows:

(a) At work locations which are not designated as outlying points where a mechanic or mechanics of a craft or crafts are performing a running repair work assignment, the completion of which calls for the performance of "incidental work" (as hereinafter defined) covered by the classification of work rules of another craft or crafts, such mechanic or mechanics may be required, so far as they are capable, to perform such incidental work provided it does not comprise a preponderant part of the total amount of work involved in the assignment. This rule applies only to work performed on rolling stock.

(b) Work shall be regarded as "incidental" when it involves the removal and replacing or the disconnecting and connecting of parts and appliances such as wires, piping, covers, shielding and other appurtenances in order to accomplish a specific main work assignment, e.g., remove generator, replace governor, repair radiator, etc.

(c) Incidental work shall be considered to comprise a preponderant part of the assignment when the time normally required to accomplish it exceeds the time normally required to accomplish a specific main work assignment, except that when the time normally required to accomplish the incidental work exceeds one hour the rule shall not apply to such work assignment.

(d) In no instance will the work of overhauling, repairing, modifying or otherwise improving equipment be regarded as incidental work regardless of how much or how little time it might require.

(e) Inspection is not incidental work. It is always the main work assignment and is to be treated under this rule as any other main work assignment. Whatever inspection work was possessed before the incidental work rule is not changed in any way by this rule. If, however, during the course of an inspection running repair work is performed, then the incidental work rule comes into play and will allow the craft whose work it is to perform the repair to do the incidental work required to perform the main work assignment, provided that the time limitations of paragraph (c) above are met.

(f) Repair time will be counted as a part of the main assignment only when the repair is performed by a mechanic assigned to the main work assignment.

(g) If there is a question raised as to whether or not the incidental work comprises a "preponderant part" of a work assignment the Carrier may nevertheless assign the work as it feels it should be assigned and proceed or continue with the work and assignment in question; however, the Shop Committee may make a request that the assignment be timed by the parties to determine whether or not the time required to perform the incidental work exceeds the time required to perform the main work assignment or exceeds one hour. Request for time checks will be granted when the request is made by the Shop Committee. Nevertheless, both parties are entitled to protection against the inconvenience of unreasonably repetitive requests for time checks. Therefore to the extent that repetitive assignments practicably can be standardized with respect to the various types of rolling stock, the local parties should do so. They should conduct a sufficient number of time checks to arrive at a normalized time for such standardized assignments which then should be used to govern applications of the rule to that work. If a time check (or checks) indicates that the time normally required to perform the incidental work exceeds the time required to perform the main work assignment or exceeds one hour, a claim will be honored by the Carrier for the actual time at pro rata rates required to perform the incidental work.

(h) The parties to this Agreement will promptly work out an accelerated grievance procedure within the framework of the recommendations of Emergency Board No. 181.

(i) So-called "kite tail" rules in schedule agreements on the individual Carriers, insofar as those rules apply to running repairs on rolling stock, are superseded by this rule.

NATIONAL RAILWAY LABOR CONFERENCE

1225 CONNECTICUT AVENUE, N.W., WASHINGTON, D. C. 20036/AREA CODE: 202 - 655-0320

WILLIAM H. DEMPSEY, Chairman
JAMES A. WILCOX, General Counsel

M. E. PARKS, Vice Chairman
H. E. GREER, Director of Research

W. S. MACGILL, Assistant to Chairman
J. F. GRIFFIN, Administrative Secretary

June 5, 1972

Mr. John W. O'Brien
General Vice President
Sheet Metal Workers' International
Association
1000 Connecticut Avenue, N. W.
Washington, D. C. 20036

Dear Mr. O'Brien:

In connection with the Agreement signed on May 12, 1972 on behalf of the carriers represented by the National Carriers' Conference Committee and their employees represented by the Sheet Metal Workers' International Association:

Paragraph (h) of Article V - Incidental Work Rule - provides that -

"(h) The parties to this Agreement will promptly work out an accelerated grievance procedure within the framework of the recommendations of Emergency Board No. 181."

In compliance with this provision, it is agreed that a National Disputes Committee is established. This Committee shall consist of two carrier members and two organization members signatories to the Agreement of May 12, 1972. The Committee shall have exclusive jurisdiction over disputes between the parties growing out of claims or grievances involving the interpretation or application of Article V - Incidental Work Rule - of the Agreement of May 12, 1972.

It is agreed that -

1. Any dispute arising under Article V not settled in direct negotiations may be submitted to the National Disputes Committee by either party in compliance with the attached agreed-to procedures applicable to the preparation, distribution and timely furnishing of submissions to such Committee.

2. In the interest of expeditious handling, disputes under Article V will be handled on an accelerated basis in two steps on individual railroads within the time limits

hereinafter indicated. Accordingly, notwithstanding the established time limit procedures in effect on individual railroads, claims or grievances of this nature 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 thirty 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 thirty 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 to the highest officer of the carrier designated to handle such disputes within thirty days from receipt of notice of disallowance. 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.

(c) All claims or grievances appealed to the highest designated officer must be decided within thirty days from receipt of notice of appeal. If not decided within thirty days, the claim shall be allowed but shall not be considered as a precedent or waiver of the contentions of the carrier as to other similar claims or grievances. All claims denied by the highest carrier officer shall be barred unless within thirty days from receipt of said officer's decision proceedings are instituted by the employee's authorized representative before the National Disputes Committee for a final and binding decision in compliance with the attached agreed-to procedure applicable to the preparation, distribution and timely furnishing of submissions to such Committee.

3. The National Disputes Committee shall meet initially on or before November 1, 1972 if any docketed disputes are to be decided. Subsequent meetings will be held at three month intervals from the date of the initial meeting if any docketed disputes are to be decided.

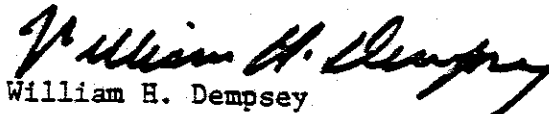
4. In the event the National Disputes Committee is unable to reach a decision with respect to any submitted disputes, the Committee shall endeavor to agree upon the selection of a neutral referee to act as a member thereof in the disposition of such submitted disputes. In the event the Committee is unable to agree upon the selection of a neutral referee to be a member of the Board for the consideration and disposition of such disputes, either member of the Committee, within ten days after their failure to agree upon a neutral referee, may request the National Mediation Board to appoint such neutral referee. Upon receipt of such request the National Mediation Board shall promptly make such appointment. The neutral person so selected or appointed shall be compensated and reimbursed for expenses by the National Mediation Board.

5. The National Disputes Committee, with a neutral referee acting as a member thereof, will render decisions on deadlocked disputes no later than thirty days following the conclusion of proceedings. Any three members of the Disputes Committee shall be competent to render decisions. Such decisions shall be final and binding upon both parties to the dispute and if in favor of the petitioner, shall direct the other party to comply therewith on or before a day named.

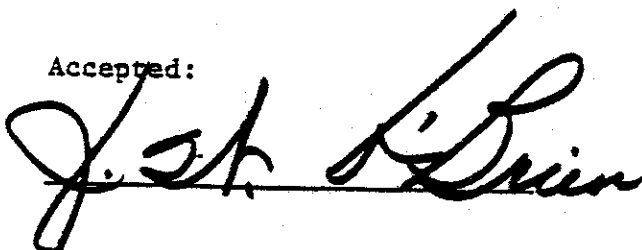
6. The time limits herein expressed and those expressed in the attached procedures may be extended only by mutual agreement of the parties.

Will you please confirm this agreement by affixing your signature in the space provided below.

Yours very truly,


William H. Dempsey

Accepted:



PROCEDURE FOR THE DISPOSITION OF DISPUTES UNDER THE
LETTER OF UNDERSTANDING OF JUNE 5, 1972

The procedure hereinafter set forth, which has for its express purpose the expeditious handling of disputes involving the interpretation or application of Article V - Incidental Work Rule - of the Agreement of May 12, 1972, shall be followed in processing disputes not settled on individual carriers:

1. Disputes may be submitted as follows:
 - (a) On behalf of the employees, by the General Vice President of the organization.
 - (b) On behalf of the carriers, by the officer designated to handle such matters on individual carriers.
2. The party, as specified in paragraph 1 hereof, invoking the services of the National Disputes Committee, shall file a complete ex parte submission, presenting:
 - (a) The question at issue.
 - (b) Ex parte statement of facts.
 - (c) Position of employees or carriers, as the case may be, with substantiating evidence and argument as it is desired to file with the National Disputes Committee.
3. In the case of ex parte submissions originating with the organization, the General Vice President of the organization will send 12 copies of such submissions to -

Mr. J. F. Griffin
Administrative Secretary
National Railway Labor Conference
Room 714
1225 Connecticut Avenue, N. W.
Washington, D. C. 20036

who will, in turn, promptly furnish 2 copies thereof to the involved carrier.

4. In the case of ex parte submissions originating with the carrier, the carrier will send 15 copies of such submission to the proper officer of the carriers' organization, as named in paragraph 3 hereof who will, in turn, promptly furnish 5 copies thereof to -

Mr. John W. O'Brien
General Vice President
Sheet Metal Workers' International
Association
1000 Connecticut Avenue, N. W.
Washington, D. C. 20036

5. Answering submissions will be prepared by the organization or the carrier, as the case may be, in accordance with paragraph 2 hereof and within thirty days of the receipt of the petitioner's ex parte submission, the responding party will furnish 12 copies of such answering submission to the carrier official named in paragraph 3 hereof.
6. The Administrative Secretary of the National Railway Labor Conference has been designated by the parties to the Agreement of May 12, 1972 as the docketing agent. When the ex parte and answering submissions have been submitted as set forth in these procedures, the dispute will be promptly docketed and all concerned will be advised accordingly.

ADDENDUM NO. 12

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 employees as shown on Exhibit A, attached hereto and made a part hereof, and the employees, to the extent shown on said Exhibit A, represented by the Railway Labor Organizations signatory hereto, through the Employees' 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 employees 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 employees 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 employees while occupying positions which are excepted from the bulletining and displacement rules of the individual agreements, but this provision shall not include employees who are subordinate to and report to other employees who are covered by this agreement. However, such excepted employees are free to be members of the organization at their option.

Section 3. (a) Employees 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 employees 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 employees 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 employees shall, upon resumption of employment, be considered as new employees for the purposes of applying this agreement.

(c) Employees 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 employees 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) Employees 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 employees 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 employee to become or to remain a member of the organization if such membership is not available to such employee upon the same terms and conditions as are generally applicable to any other member, or if the membership of such employee is denied or terminated for any reason other than the failure of the employee 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 employees 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 employee 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 employee 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 employee 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 employee 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 employee 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 employee 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 employee 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 employee, and the organization shall be promptly advised thereof in writing by Registered or Certified Mail, Return Receipt Requested. If the position of the employee 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 employee's position is not sustained, such fees, salary and expenses shall be borne in equal shares by the carrier, the organization and the employee.

(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 employees 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. 13

DUES DEDUCTION AGREEMENT

Between

THE KANSAS CITY SOUTHERN RAILWAY COMPANY
LOUISIANA & ARKANSAS RAILWAY COMPANY

And

Its Employees Represented By
INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON
SHIP BUILDERS, BLACKSMITHS, FORGERS & HELPERS

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

BROTHERHOOD RAILWAY CARMEN OF THE UNITED STATES AND CANADA

INTERNATIONAL BROTHERHOOD OF FIREMEN & OILERS,
HELPERS, ROUNDHOUSE AND RAILWAY SHOP LABORERS

INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS

SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION

(Applicable only to Electricians, Carmen and
Boilermakers and Blacksmiths, Firemen and Oilers.)

In accordance with the May 10, 1973 National Agreement, the parties hereto, The Kansas City Southern Railway Company and Louisiana & Arkansas Railway Company (including Milwaukee-Kansas City Southern Joint Agency) (hereinafter referred to as the Carrier) and International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers & Helpers; International Brotherhood of Electrical Workers; Brotherhood Railway Carmen of The United States and Canada; International Brotherhood of Firemen & Oilers, Helpers, Roundhouse and Railway Shop Laborers (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 Union, who are members of the Union and have so authorized the Carrier by signed authorizations, monthly 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.

(Applicable Only to Machinists)

In accordance with the May 10, 1973, National Agreement, the parties hereto, The Kansas City Southern Railway Company and Louisiana & Arkansas Railway Company (hereinafter referred to as the Carrier) and International Association of Machinists and Aerospace Workers (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 Union, who are members of the Union and have so authorized the Carrier by signed authorizations, monthly 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.

* * * *

(Applicable Only to Sheet Metal Workers)

In accordance with the January 29, 1975, Letter of Understanding, the parties hereto, The Kansas City Southern Railway Company and Louisiana & Arkansas Railway Company (hereinafter referred to as the Carrier) and Sheet Metal Workers' International Association (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 Union, who are members of the Union and have so authorized the Carrier by signed authorizations, monthly 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) Such assignment shall be on the form specified in Attachment "A" hereto, and may be revoked in writing to the designated representative after expiration of one year, such revocation to be in form set forth in Attachment "B" hereto. It is understood that if within fifteen (15) days after the end of year the authorization is not revoked it shall be considered as re-executed and may not be revoked for an additional period of one year. The Brotherhoods shall assume the full responsibility for the procurement of the execution of said forms by employees, and for the delivery of said forms to the Carrier. Both of such forms (see Attachments "A" and "B") will be in card form (3-1/4 x 7-3/8).

(2) In addition to the Union furnishing authorization cards for the deductions referred to above, the designated representative of each lodge of 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 Attachment "C"), in triplicate,

showing the name, Social Security Number, the terminal or division on which employed, and the amount to be deducted from the wages of each employe 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 monthly list, and the dues deduction amounts may not be changed more often than once every three months, however, the designated representative of the organization may furnish to the Carrier a supplemental monthly statement showing additions and deletions to the initial statement in the manner and form required hereby. If premiums for life insurance are changed, such changes may be made upon thirty days' notice.

Deductions will be made from the wages earned in the second pay period of the month only. 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 employe, after all deductions having priority have been made, are insufficient to remit the full amount of deductions authorized by said employe 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 employe 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 employe 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 employes 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 employe concerned. Nothing contained herein shall be construed as obligating the Carrier to collect dues, initiation fees, assessments or insurance premiums from employes 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.

* * * *

(Applicable Only to Electricians, Carmen and Boilermakers and Blacksmiths, Firemen and Oilers.)

This agreement shall become effective April 1, 1974, and shall be construed as a separate agreement by and on behalf of those employes represented by the respective organizations signatory hereto; and will remain in effect subject to the provisions of the Railway Labor Act.

Signed at Kansas City, Missouri, this 27th day of February, 1974.

FOR THE EMPLOYEES:

(s) Stephen Haugh
General Chairman, (JA)
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS

(s) D. G. Davis
General Chairman, (KCS-L&A)
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS

(s) Owen Copeland
General Chairman
BROTHERHOOD RAILWAY CARMEN OF
THE UNITED STATES AND CANADA

(s) C. L. Rothenberger
General Chairman, (L&A)
BROTHERHOOD RAILWAY CARMEN OF
THE UNITED STATES AND CANADA

(s) J. B. Carpenter
General Chairman
INTERNATIONAL BROTHERHOOD OF BOILERMAKERS,
IRON SHIP BUILDERS, BLACKSMITHS, FORGERS
AND HELPERS

(s) I. L. Armstrong
General Chairman
INTERNATIONAL BROTHERHOOD OF FIREMEN
AND OILERS, HELPERS, ROUNDHOUSE AND
RAILWAY SHOP LABORERS

FOR THE CARRIERS:

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

(Applicable Only to Machinists.)

This agreement shall become effective May 1, 1974, and shall be construed as a separate agreement by and on behalf of those employees represented by the respective organizations signatory hereto; and will remain in effect subject to the provisions of the Railway Labor Act.

Signed at Kansas City, Missouri, this 25th day of April, 1974.

FOR THE EMPLOYEES:

FOR THE CARRIERS:

(s) B. B. Kidwell
General Chairman (KCS-L&A)
INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE
WORKERS

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

* * * * *

(Applicable Only to Sheet Metal Workers.)

This agreement shall become effective January 1, 1976, and shall be construed as a separate agreement by and on behalf of those employees represented by the respective organizations signatory hereto; and will remain in effect subject to the provisions of the Railway Labor Act.

Signed at Kansas City, Missouri, this 18th day of November, 1975.

FOR THE EMPLOYEES:

FOR THE CARRIERS:

(s) R. G. Moorhead
General Chairman (KCS-L&A)
SHEET METAL WORKERS' INTER-
NATIONAL ASSOCIATION

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

ATTACHMENT "A"

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

Effective with the second payroll period of _____ 19 _____

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 _____ P-1842

ATTACHMENT "B"

KANSAS CITY SOUTHERN LINES
Payroll Deduction Cancellation of Periodic Union Dues

Effective with the second payroll period of _____ 19 _____ I request
(SHOW MONTH)

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 NUMBER _____ OCCUPATION _____

DATE SIGNED _____

P-1843

ACCOUNTING DEPT. USE ONLY

MONTH _____ PERIOD _____ YEAR _____

DEDUCTION CODE NO.

SHEET _____ OF _____ SHEETS

EFFECTIVE WITH THE SECOND PAYROLL PERIOD OF _____, 19_____,
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 _____
_____ EACH MONTH BY THE RESPECTIVE EMPLOYEES 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
NUMBER

DIVISION OR
TERMINAL

AMOUNT TO BE
DEDUCTED

SHEET _____ OF _____ SHEETS

_____, 19____
(DATE)

[illegible]

ADDENDUM NO. 14
(Page 1 of 3)

KANSAS CITY SOUTHERN SYSTEM
FEDERATION NO. 3

Affiliated with Railway Employees' Department
A.F. of L.

Pittsburg, Kansas
December 29, 1952

SUBJECT: Jurisdictional agreement between the Machinists and the
Sheet Metal Workers — Kansas City Southern Railway Company.

Mr. L. W. Van Nattan,
Superintendent of Machinery
Kansas City Southern Railway
Pittsburg, Kansas

Dear Sir:

Enclosed is copy of agreement signed by Grand Lodge Representative
E. W. Wiesner of the International Association of Machinists and Inter-
national Representative J. W. O'Brien of the Sheet Metal Workers' Inter-
national Association in connection with a jurisdictional dispute between
their two crafts on Kansas City Southern Railway involving the following:

Docket No. 631

Award No. 631 CLAIM: Removing, cleaning and applying air filters on
general motor Diesels, both freight and passenger.

We would appreciate acceptance and confirmation of this transmittal
at this time, or can meet you at any early date to further discuss this
agreement. Kindly advise date and time for conference if desired.

Yours very truly,

/s/ C.L.Center
C. L. Center, President
KCS System Federation No. 3

/s/ W.J.Burman
W. J. Burman, Secretary
KCS System Federation No. 3

220 South State Street
Chicago 4, Illinois

September 29, 1952

Machinists vs. Sheet Metal Workers
Kansas City Southern Railway Company

Docket No. 631
Award No. 631

Mr. A. J. Hayes, International President
I.A. of M.
Machinists' Building
Washington 1, D.C.

Mr. C. D. Bruns, General Vice President
S.M.W.I.A.
642 Transportation Building
Washington 6, D.C.

CLAIM: Removing, cleaning and applying air filters on general motor
Diesels, both freight and passenger.

DECISION: The removing, replacing, repairing and cleaning of the air
filters that fit in the side body of the Diesel locomotive is
sheet metal workers' work.

The removing, installing and cleaning of air compressor and air
intake filters is machinists' work.

The repairing of sheet metal frames and mesh on the above filters
is sheet metal workers' work.

This understanding is intended only to settle above jurisdictional
dispute between the two organizations parties to such dispute and the
settlement thereof, and is not to be construed as affecting the rights
or jurisdiction of any other craft; and further, this understanding is
to apply only on this railroad and not to be considered or used as a
precedent affecting any other railroad.

Respectfully submitted,

For International Association of
Machinists.

/s/ Edward W. Wiesner
Edward W. Wiesner

For Sheet Metal Workers' International
Association.

/s/ J. W. O'Brien
J. W. O'Brien

Addendum No. 14
(Page 3 of 3)

Pittsburg, Kansas
January 27, 1953

Messrs. C. L. Center, President
KCS System Federation No. 3
Pittsburg, Kansas

W. J. Burman, Secretary
KCS System Federation No. 3
Pittsburg, Kansas

Gentlemen:

This will acknowledge receipt of your letter December 29, 1952, regarding jurisdictional agreement between the Machinists and the Sheet Metal Workers—Kansas City Southern Railway Company—together with copy of agreement signed by Grand Lodge Representative E. W. Wiesner of the International Association of Machinists and International Representative J. W. O'Brien of the Sheet Metal Workers' International Association.

Inasmuch as the organizations have agreed among themselves that—

"The removing, replacing, repairing and cleaning of the air filters that fit in the side body of the Diesel locomotive is sheet metal workers' work.

"The removing, installing and cleaning of air compressor and air intake filters is machinists' work.

"The repairing of sheet metal frames and mesh on the above filters is sheet metal workers' work."

we see no objection to distributing the work in accordance therewith, effective February 1, 1953.

Yours truly,

/s/ L.W. Van Nattan
Superintendent of Machinery

Copy to Messrs:

T. E. Passmore, General Chairman
Sheet Metal Workers International Association,
Pittsburg, Kansas

July 30, 1954

Mr. L. W. Van Nattan
Superintendent of Machinery
The Kansas City Southern Railway Company
Pittsburg, Kansas

Dear Sir:

The Boilermakers and the Sheet Metal Workers crafts' classification of work rules contain language overlapping the gauge of metals, which has resulted in both crafts contending for certain work between ten (10) and sixteen (16) gauge. These two International Organizations have now reached an agreement which should clarify such language and clearly define the work of each craft in the use of plate metals. The agreement between the two organizations, effective March 1, 1953, reads as follows:

"It is agreed that both organizations delete the language from Negotiating #2 that spells out sheet steel, sheet iron, black, planished, pickled and galvanized, and substitute in each craft classification of work rules and establish the craft line by gauge of plate metals.

"The International Brotherhood of Boilermakers, Iron Ship-Builders and Helpers of America will have jurisdiction of work using thirteen (13) gauge and heavier of plate metals.

"The International Association of Sheet Metal Workers will have jurisdiction over work using fourteen (14) gauge and lighter plate metals."

The undersigned General Chairmen are respectfully seeking your cooperation in the application of this agreement in order to minimize any further jurisdictional disputes, and that the provisions of the agreement be complied with in the future assignment of work between the two crafts with respect to plate metals.

This understanding is intended only to settle jurisdictional disputes between the two organizations, parties to this agreement, and is not to be construed as affecting the rights or jurisdiction of any other craft.

Will you please advise if the foregoing meets with your approval and is acceptable to the carrier.

Very truly yours,

/s/ J. S. Webb
General Chairman
Sheet Metal Workers' International
Association

/s/ W. J. Burman
General Chairman
International Brotherhood of
Boilermakers, Iron Ship Builders
and Helpers of America

THE KANSAS CITY SOUTHERN RAILWAY COMPANY

Pittsburg, Kansas
August 6, 1954

Messrs. W. J. Burman, General Chairman
International Brotherhood of Boilermakers
Iron Ship Builders and Helpers of America
Pittsburg, Kansas

J. S. Webb, General Chairman
Sheet Metal Workers' International Association
1723 Madison Street, Shreveport, Louisiana

Gentlemen:

This will acknowledge receipt of your letter July 30, 1954, regarding jurisdictional agreement reached between the Boilermakers and Sheet Metal Workers—Kansas City Southern Railway—defining the work of each craft in the use of plate metals.

Since you state that your organizations have agreed among themselves, effective March 1, 1953 that—

"It is agreed that both organizations delete the language from Negotiating #2 that spells out sheet steel, sheet iron, black, planished, pickled and galvanized, and substitute in each craft classification of work rules and establish the craft line by gauge of plate metals.

The International Brotherhood of Boilermakers, Iron Ship Builders and Helpers of America will have jurisdiction of work using thirteen (13) gauge and heavier of plate metals.

The International Association of Sheet Metal Workers will have jurisdiction over work using fourteen (14) gauge and lighter plate metals."

we have no objection to distributing the work in accordance therewith, effective August 6, 1954.

Yours truly,

/s/ L. W. Van Nattan
Superintendent of Machinery

Copy to Messrs.

J. F. McCabe, Local Chairman
Sheet Metal Workers' International Association
Pittsburg, Kansas

ADDENDUM NO. 16

AGREEMENT BETWEEN
THE KANSAS CITY SOUTHERN RAILWAY
COMPANY
LOUISIANA & ARKANSAS RAILWAY COMPANY
AND
SYSTEM FEDERATIONS NOS. 3 AND 59,
RAILWAY EMPLOYEES' DEPARTMENT, A.F. of L.
COMPOSED OF:
INTERNATIONAL ASSOCIATION OF MACHINISTS
INTERNATIONAL BROTHERHOOD OF BOILER-
MAKERS, IRON SHIP BUILDERS, BLACKSMITHS,
FORGERS & HELPERS
BROTHERHOOD RAILWAY CARMEN OF
AMERICA
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS
SHEET METAL WORKERS' INTERNATIONAL
ASSOCIATION

It is contemplated that Mechanical Department employees of the Kansas City Southern at Shreveport, and Mechanical Department employees of the Louisiana & Arkansas at Shreveport and Minden, will be coordinated into one force at Shreveport on or about December 1, 1955. It is intended by this agreement to provide for coordinating of those forces.

Therefore it is agreed:

1.(a) Positions in the coordinated terminal shall be filled so far as possible from the ranks of employees of both carriers who are affected by the coordination. The positions in each craft or class in the coordinated terminal will be divided among affected employees of such craft or class at the three points involved (i.e., KCS Shreveport employees, L&A Shreveport employees, and L&A Minden employees) on the basis, insofar as it is practically possible, of the same percentage of the total new jobs in the same classifications as the number of jobs in such classification abolished at each of the three points bears to the total number of jobs in such classification abolished at all three points. (For example: If 25% of the machinist helper positions abolished at all three points are those presently worked by L&A Shreveport forces, such forces will be allotted 25% of the coordinated terminal's machinist helper position.)

(b) The procedure used to carry out Section 1(a) hereof will be to bulletin the respective allotments of new positions to the concerned classifications of employees at each of the three points involved.

Such jobs as will be established initially at Minden will be bulletined to the force at Minden, and bidding by the Minden force on such jobs will not deprive them of bidding also on jobs in the coordinated Shreveport terminal in pursuance of the next foregoing paragraph of this Section 1(b). Shreveport employees will not be permitted to bid on the Minden jobs. Employees at Minden who do not bid on jobs in the Shreveport terminal will retain their seniority at Minden.

Each employee shall place a bid under this Section 1(b) within fifteen days of the date of advertisement bulletin and should set forth at least his first, second and third choices.

An employee working in an upgraded capacity on the date of coordination and who desires to apply for an upgraded job initially rather than to bid on a helper's job, may do so, and such application will be considered as protecting his seniority rights as helper for future purposes under the schedule agreement.

(c) If the coordinated terminal requires more employees of any classification than can be initially obtained by the aforesaid bulletining, such classification positions shall be filled first by employees of that classification at any of the three points who are in furloughed status as a result of this coordination, seniority to govern, and second, by other furloughed employees of that classification at any of the three points, seniority to govern. Employees assigned under this Section 1(c) shall have their seniority at the coordinated terminal start as of the time their pay starts on their new assignments (except as hereafter in Section 1(e) provided). However, in the event two or more such employees commence work at the coordinated terminal on the same day, their relative positions on the seniority roster shall be fixed in accordance with their seniority dates at their previous points of employment.

(d) The use of furloughed employees under Section 1(c) is to be extended into the future to fill vacancies as they may occur until such time as the furloughed force is exhausted.

(e) A furloughed employee under Section 1(c) hereof who is (i) sick, (ii) incapacitated or (iii) unable for good and sufficient reason to respond (within the time limit specified in the schedule agreement for call backs) when called to take a job in the Shreveport terminal, and another employee is called back, the first employee called back will, when he returns to resume duty, be permitted to displace the second employee called, taking the same seniority date (in the Shreveport terminal) as the second employee called and being placed just ahead of the second employee on the seniority roster. Should two employees be called back at the same time, the senior employee will be placed on the Shreveport roster ahead of the junior employee, irrespective of who reports first on the call back.

2.(a) Employees transferring to the coordinated terminal under Sections 1(a) and (b) shall relinquish their seniority at their previous points of employment (except as provided in Sections 3 hereof). Seniority rosters shall be established for each classification at the coordinated terminal, and the position of each employee on his roster shall be determined by dovetailing his seniority date at his previous point of employment with those of all other employees in his classification who were transferred under 1(a) and (b). In the event any two or more employees entitled to a position on any such seniority roster have the same seniority date, the question of who shall be the senior man or men shall be determined as follows:

(b) Employment records shall be controlling if they show which employee or employees started to work first on the date in question.

(c) If no records are available which conclusively establish the order in which such employees commenced work, the involved employees shall settle the question by lot.

(d) The combined seniority rosters referred to in Section 2(a) hereof will be appended hereto as Exhibit "A".

(e) Additional lists separate from the combined seniority rosters will be prepared, for each classification, showing, in dovetailed seniority order, (1) the names and dates of employees who have a furloughed status by reason of the coordination, (2) the names and dates of employees who have a furloughed status by reason of prior reduction in force. Such lists will be identified as Exhibit "B" and appended to this agreement; but necessarily the preparation of such lists must await the effective date of the coordination.

3. Employees returning from leave of absence for sickness or other good and sufficient reason, or from military service, and employees holding seniority in any of the classifications here involved who may return to such classification after being relieved of or relinquishing supervisory or official positions with the carrier or organization, parties hereto, may within thirty days after so returning, or after being relieved of or relinquishing such position, exercise whatever rights they would have possessed under and by virtue of this agreement had they not been on such leave of absence or in such supervisory or official position. Other employees adversely affected by the exercise of such rights, and who may have relinquished seniority under Section 2 hereof, shall be required to elect, within five days after being so affected, to retain their seniority at the coordinated terminal, or to relinquish it and resume their former seniority status at their previous point of employment.

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

(b) When the representatives of any of the labor organizations signatory hereto make claim that an employee has been adversely affected by this coordination, management shall, upon request, furnish such representatives three copies of 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 preceding 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.

(c) The acceptance of employment in the coordinated terminal shall not constitute a waiver of protective conditions under the Washington Agreement for employees who may be adversely affected as a result of the coordination. An employee transferring to the coordinated terminal under Sections 1(a) and 1(b) hereof, who is adversely affected within three months thereafter, will be presumed to have been adversely affected by the coordination and entitled to such protective provisions, except this will not apply under the conditions set forth in Article VI (Carrier's Proposal No. 11) contained in National Agreement signed at Chicago, August 21, 1954.

This provision (as to three months) shall not constitute a waiver of protective conditions for employees if adverse effect thereafter has resulted from the coordination.

(d) In advance of the coordination the carriers will post on bulletin boards and furnish the general chairmen of each craft with two lists:

(1) A list showing the positions, and pertinent information with respect thereto, to be established initially in the Shreveport terminal.

(2) A list showing the positions, and pertinent information with respect thereto, to be established (or retained) initially at Minden.

5. 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, hospital 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.

6. 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.

7. 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 5 hereof.

8. 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.

9. 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.

10. 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.

11. 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.

12. Telephone, water fountains, wash and toilet facilities and adequate lockers will be provided by the Company at the new yard. Bulletin boards will be provided and bulletins posted at each of the points employees are required to report for, and are relieved from, duty.

13. It is contemplated, to permit of a smoother coordination, Kansas City Southern employees, with their respective assignments, will be moved to the new facilities two or three weeks in advance of the coordination.

14. Carriers agree to the application of the L&A shopcrafts agreement to the employees in the coordinated Shreveport terminal, with these qualifications:

It is understood that the adoption of L&A rules for application to shopcraft employees in the Shreveport terminal—

(a) Shall not be used as a vehicle to change performance of work as between shopcraft and maintenance of way employees as it exists, respectively on the L&A and KCS.

(b) Shall not be used as a vehicle to change performance of work as between shopcraft and stores employees as it exists, respectively, on the L&A and KCS, with respect to dismantling for scrap.

It is the purpose to attempt to preserve as much as possible the status of such work as it existed prior to the coordination as between such employees. It is the intention to transfer to shopcraft employees at Shreveport work (when required by the company) which traditionally and regularly has been done by L&A shopcraft employees at Minden or KCS shopcraft employees at Shreveport for the maintenance of way department. It is also the intention, as stated above, to preserve the division of dismantling and scrap work as it existed on the two properties.

In connection with the foregoing it is agreed as follows:

(c) 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.

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

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

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

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

(h) 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.

(i) 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.

15. It is understood that 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 Track 46 and the Runaround Track.

(b) The interior of the reclamation plant.

16. Organizations parties hereto have stated that certain work which allegedly was previously performed by L&A shopcrafts has, through transfer of equipment or otherwise, in anticipation of this coordination, fallen into the hands of KCS maintenance of way employees, and Carriers have stated that such instances as are brought to their attention will be investigated and considered with Shopcrafts employees' committees, and if proven to have been illegally transferred the Carriers will see to it that the work is restored to Shopcrafts employees.

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

ADDENDUM NO. 17

MEMORANDUM OF AGREEMENT

Between

THE KANSAS CITY SOUTHERN RAILWAY COMPANY
LOUISIANA & ARKANSAS RAILWAY COMPANY

And The

BROTHERHOOD RAILWAY CARMEN OF THE UNITED STATES AND CANADA

- - -

The amount of work for painters has decreased through the years, principally by the discontinuance of passenger service. Such employes are journeyman mechanics with many years experience and have completed an apprenticeship and/or have had four years experience or more as a mechanic in the Carmen's craft.

The Carrier has a need for additional men to perform work on freight cars. The purpose of this Agreement is to give all of the employes in the Carmen's craft an opportunity to participate in the work available in their craft at the point employed.

To accomplish the purpose set forth in the two preceding paragraphs, agreement was reached on April 2, 1980, that the seniority of the two seniority subdivisions would be consolidated.

NOW, THEREFORE, IT IS AGREED:


1. Effective April 2, 1980, the seniority of mechanics, apprentices and helpers, respectively, in Seniority Subdivision of painters, will be added to the bottom of the seniority rosters for Carmen. Employes added to the consolidated seniority roster for Carmen shall have prior rights to regular assignments in the seniority subdivision where they presently hold seniority and such prior painter seniority date will be so indicated.
2. There shall be no displacing or bumping by reason of consolidating seniority as provided herein. The consolidation shall include all employes in service in the seniority subdivisions involved and all employes who may not actually be in service in the seniority subdivisions but who hold seniority under the provisions of the basic agreement.
3. The employes on the consolidated seniority roster shall continue to hold whatever prior rights they now have in Painter assignments presently shown on the seniority rosters.


4. Such prior rights painters will only be used for Carmen work when (a) they can no longer hold a painter assignment account force reduction or (b) when no painting work is available to be performed. Painters, who can no longer hold a painter job, will be allowed to exercise seniority in accordance with their Carman seniority. Carmen will be allowed to exercise seniority to any additional painter work.

It was understood that the 1981 seniority roster would be prepared on the basis of the consolidated seniority as agreed to on April 2, 1980.

Signed at Kansas City, Missouri, this 2nd day of April, 1980.

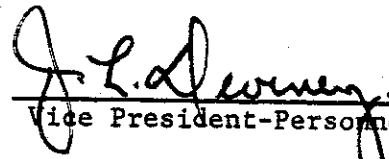
FOR THE EMPLOYEES:


General Chairman


General Chairman


General Vice-President

FOR THE CARRIERS:


Vice President-Personnel

ADDENDUM INDEX

KEY TO CRAFTS

KEY

A Applicable All Crafts
 E IBEW
 C BRCA
 B IBB&B
 M IAM
 S SMWIA
 F IBF&O

<u>SUBJECT</u>	<u>KEY</u>	<u>DATE</u>	<u>ADDENDUM NO.</u>
Assignment of Work Letter (Foreman Duties)	E,C,B	4/1/80	8(a)
Assignment of Work Letter (Foreman Duties)	M,S	4/1/80	8(b)
Carmen, Appren- tices, and Up grading	C	6/4/53	9
Dues Deduction Agreement	A	2/27/74	13
Employee Protec- tion (Synthesis)	A	9/25/64	7
Entry Rates	B,C,E,F	12/6/78	4

<u>SUBJECT</u>	<u>KEY</u>	<u>DATE</u>	<u>ADDENDUM NO.</u>
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Entry Rates	S	12/4/78	6
Force Reduction	A	8/21/54	3
Holidays (synthesis of)	A	8/21/54	2
Incidental Work	S	5/12/72	11
Incidental Work	B,C,M,E	4/9 & 24/70	10
Jurisdiction	M,S	1/27/53	14
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Union Shop	A	3/20/53	12
Vacations (Synthesis of)	A	12/17/41	1

THE KANSAS CITY SOUTHERN RAILWAY COMPANY

LOUISIANA & ARKANSAS RAILWAY COMPANY

114 WEST ELEVENTH STREET
KANSAS CITY, MISSOURI 64105

May 20, 1980

013.295

Messrs.:

D. T. Grooms, General Chairman
International Brotherhood of Boilermakers, Iron
Ship Builders, Blacksmiths, Forgers and Helpers
Route #1
Cunningham, Kentucky 42035

D. G. Davis, General Chairman
International Brotherhood of Electrical Workers
4013 South Spring Street
Independence, Missouri 64055

Owen Copeland, General Chairman
Brotherhood Railway Carmen of the
United States and Canada
1020 22nd Street
Nederland, Texas 77627

R. A. Sherwood, Vice General Chairman
Brotherhood Railway Carmen of the
United States and Canada
3811 Link Valley #40
Houston, Texas 77025

R. G. Moorhead, General Chairman
Sheet Metal Workers International Association
518 Plymouth Street
Houston, Texas 77022

Kenneth S. Jaworski, General Chairman
International Association of Machinists
and Aerospace Workers
401 Buder Building
7 North Seventh Street
St. Louis, Missouri 63101

Gentlemen:

During our negotiations of the revised agreement, effective April 1, 1980, we discussed Rule 31(d)(7) and it was agreed that while apprentices could be assigned to the second or third shifts, after the first 122 days of their apprenticeship, such assignments to the second shift would be for a maximum of 90 days (or three months) and the same limit would apply to such assignments on the third shift.

Such apprentices will not be reassigned to the second or third shift until all apprentices have so rotated.

Yours very truly,

(Signed) J. L. Deveney

J. L. Deveney,
Vice President-Personnel

cc: Messrs.:
A. N. Mims, General Chairman
Brotherhood Railway Carmen of the
United States and Canada
3717 Tulane Drive
Kenner, Louisiana 70062

THE KANSAS CITY SOUTHERN RAILWAY COMPANY

LOUISIANA & ARKANSAS RAILWAY COMPANY

114 WEST ELEVENTH STREET
KANSAS CITY, MISSOURI 64105

June 17, 1980
013.295

Mr. D. G. Davis
Secretary-Treasurer
System Federation No. 3
4013 South Spring Street
Independence, Missouri 64055

Dear Sir:

In accordance with your previous correspondence and conversations, this will confirm our conference of June 17, 1980, attended by Messrs. W. H. Smith and A. N. Mims of the Carmen and yourself, concerning application of Rule 31 - Apprentices, of the new Schedule Agreement.

It was agreed that paragraphs (d) (2), (3) and (4) would be interpreted as follows:

(a) Apprentices in service on April 1, 1980, who have completed 5,856 hours as of that date, will be placed on the journeyman roster, of their craft, at the point employed, with a journeyman seniority date of April 1, 1980; however, they will rank on such roster in such a manner that the apprentice with the greatest number of hours served will be senior, in accordance with the following agreed upon example:

Carmen - Shreveport

J. R. Garner	April 1, 1980
M. Angelos, III	April 1, 1980
A. J. Jackson	April 1, 1980

The balance of the Carmen Apprentices at Shreveport, who were employed as of April 1, 1980, will be added to such journeyman roster when they complete 732 days and their journeyman seniority date will be the date they complete the 732 days.

(b) Paragraph (d) (2) is only applicable to apprentices employed subsequent to April 1, 1980.

(c) Paragraph (a) (2) and others refer to 732 working days. Effective April 1, 1980, hours will no longer be tabulated and an employee must work five (5) hours or more to receive credit for a day.

(d) It was agreed apprentices would be assigned to learn certain duties and they are not to be indiscriminately transferred or re-assigned to other duties. They should be rotated in an orderly manner, to broaden their training and they are not to remain on any one assignment of work longer than 90 days (or 3 months). Their rest days are not to be changed merely because the journeyman assigned to may have changed positions or rest days. In other words, they are to be assigned to learn certain work and not necessarily assigned to work with a particular journeyman.

(e) In instances wherein an apprentice is required to change shifts, in accordance with my letter of May 20, 1980, he is to be paid at penalty rate for the first day, in accordance with Rule 12.

Yours very truly,

(Signed) J. L. Deveney

J. L. Deveney,
Vice President-Personnel

cc: Messrs.: W. H. Smith
General Vice President
Brotherhood Railway Carmen of the
United States and Canada
323 White Cedar Drive
Houston, Texas 77015

A. N. Mims, General Chairman
Brotherhood Railway Carmen of the
United States and Canada
3717 Tulane Drive
Kenner, Louisiana 70062

cc: Messrs.: (Continued)

D. T. Grooms, General Chairman
International Brotherhood of Boiler-
makers, Iron Ship Builders, Black-
smiths, Forgers and Helpers
Route #1
Cunningham, Kentucky 42035

R. G. Moorhead, General Chairman
Sheet Metal Workers International Association
518 Plymouth Street
Houston, Texas 77022

Kenneth S. Jaworski, General Chairman
International Association of Machinists
and Aerospace Workers
401 Buder Building
7 North 7th Street
St. Louis, Missouri 63101

ADDENDUM INDEX

KEY TO CRAFTS

KEY

A Applicable to All Crafts
 E IBEW
 C BRCA
 B IBB&B
 M IAM
 S SMWIA
 F IBF&O

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Apprentices, Seniority	A	6/17/80	19
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MEMORANDUM OF AGREEMENT

Between The

THE KANSAS CITY SOUTHERN RAILWAY COMPANY
LOUISIANA & ARKANSAS RAILWAY COMPANY

And The

EMPLOYEES IN THE MAINTENANCE OF EQUIPMENT DEPARTMENT

Represented By

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON
SHIP BUILDERS, BLACKSMITHS, FORGERS AND HELPERS

BROTHERHOOD RAILWAY CARMEN OF THE UNITED STATES AND CANADA
SHEET METAL WORKERS INTERNATIONAL ASSOCIATION

INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS

- - - - -

In order to provide a sufficient number of qualified employees to meet the needs of the service, IT IS AGREED:

When the Carrier is unable to employ qualified Journeymen, Apprentices will be advanced to Journeymen as hereinafter provided. Any upgrading agreement previously in existence is hereby cancelled and superseded by this Agreement.

- (a) The upgrading of apprentices to positions of journeyman as hereinafter provided may be made only when all journeymen of such craft at the point involved are assigned to work not less than forty (40) hours per week (except in a week in which a holiday occurs) and there are no additional quali-

fied journeymen of such craft available with which to increase the force.

- (b) The upgrading of apprentices to service as journeymen will be made in the following order:

(1) Apprentices who have served 488 or more days of apprenticeship.

(2) Should the above procedure fail to provide a sufficient force to meet the Carrier's service requirements, exceptions to the limitations listed above may be made in individual cases by written agreement between the General Chairman of the craft involved and the highest designated appeal office of the Carrier.

- (c) Initial upgrading of apprentices to service as journeymen will be made in seniority order according to their respective classifications as shown on the applicable seniority roster.

- (d) A list will be established and maintained for apprentices upgraded to service as journeyman denoting the date of initial upgrading. This list shall be used for the downgrading and upgrading of these employees, the assignment of vacations, force reductions, bidding for positions, and for any seniority moves involving

service in an upgraded capacity. Copy of such list will be furnished to the local chairman.

(1) Apprentices upgraded prior to the effective date of the agreement will have their names placed on the established list in the same manner as the apprentices upgraded after the effective date of this agreement.

(e) Apprentices upgraded under this Agreement shall continue to accumulate seniority in their respective class. All time worked by an apprentice in an upgraded position will be credited to their apprenticeship time.

(f) In the application of Rule 31(d) (5) of the revised Agreement, effective April 1, 1980, between the Carrier and System Federation No. 3, governing the ratio of apprentices to mechanics, such apprentices as are upgraded to service as journeyman as herein provided shall not be considered as mechanics in the calculation of the ratio of apprentices to mechanics. Apprentices upgraded to serve as mechanics will be considered as apprentices in the application of Rule 31, referred to in this paragraph, until such time as they have completed the required days of apprenticeship to qualify them as journeymen.

This Agreement shall become effective June 1, 1982 and shall remain in effect until amended or cancelled subject to thirty (30) days' written notice by any party of a desire to cancel the Agreement and the serving of such notice shall have the effect of reinstating the previous practice or procedure effective April 1, 1980, at the expiration of the thirty (30) days in exactly the same manner as if this Agreement had not been written.

Signed at Kansas City, Missouri this 1st day of

June, 1982.

FOR THE EMPLOYEES:

[Signature]
General Chairman,
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS

FOR THE CARRIERS:

[Signature]
Vice President - Personnel
THE KANSAS CITY SOUTHERN RAILWAY CO.
LOUISIANA & ARKANSAS RAILWAY CO.

[Signature]
General Chairman,
INTERNATIONAL BROTHERHOOD OF BOILERMAKERS,
IRON SHIP BUILDERS, BLACKSMITHS, FORGERS
AND HELPERS

[Signature]
General Chairman,
BROTHERHOOD RAILWAY CARMEN OF THE UNITED
STATES AND CANADA

[Signature]
General Chairman,
SHEET METAL WORKERS INTERNATIONAL ASSOCIATION

[Signature]
General Chairman,
INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS

MEMORANDUM OF AGREEMENT**Between****MILWAUKEE-KANSAS CITY SOUTHERN JOINT AGENCY****And The****INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS****IT IS HEREBY AGREED THAT:**

The fourth paragraph of Rule 24 of the June 1, 1945 controlling Agreement (revised March 1, 1971) is hereby amended to read as follows:

All employees who were promoted prior and/or subsequent to the effective date of this Agreement, to an official, supervisory or excepted position may elect to retain and accumulate seniority within the craft and class represented by the Organization party to this Agreement so long as the employee pays a monthly service fee equal to the current applicable membership dues to the Organization. In the event such employee elects not to pay this service fee to retain seniority, the duly authorized representative of the Organization party to this Agreement shall notify the Vice President-Personnel with a copy to the employee involved. If within thirty (30) calendar days after receipt of such notification the employee has not paid the service fee to the Organization, the employee's seniority in the craft or class represented by the Organization party to this Agreement will be terminated and the employee's name removed from the seniority roster.

Employees who elect to retain and accumulate seniority if furloughed or demoted will be permitted to exercise displacement rights; however, an employee who voluntarily relinquishes his position will only be permitted to exercise his seniority over the junior employee in his shopcraft classification. This provision of this rule will not apply to employees who are dismissed from the service of the railway.

Service fees will be deducted from the individual's wages and transmitted to the Local Union in the same manner in which Local Union dues are handled under the Union Shop Dues Deduction Agreement.

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This Agreement shall be effective as of September 1, 1984 and shall remain in effect until amended or cancelled, pursuant to the provisions of the Railway Labor Act, as amended.

Signed at Kansas City, Missouri, this 7th day of September, 1984.

FOR THE:

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS

General Chairman

FOR THE:

MILWAUKEE-KANSAS CITY SOUTHERN
JOINT AGENCYVice President-Personnel
THE KANSAS CITY SOUTHERN RAILWAY COMPANY