

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

INTERNATIONAL ASSOCIATION OF MACHINISTS



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.

E F F E C T I V E

April 1, 1980

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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

See Addendum 2, pg 94

(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 to Item 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 frontend doors, grates and grate rigging, ash pans, frontend 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 hammer-smiths 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.

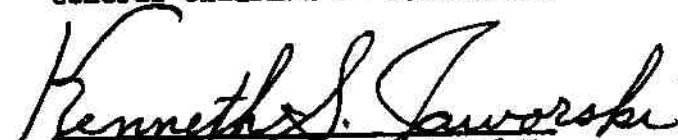
ACCEPTED FOR THE KANSAS CITY
SOUTHERN RAILWAY COMPANY

LOUISIANA & ARKANSAS RAILWAY COMPANY


Vice President - Personnel

Accepted


General Chairman — S.M.W.I.A.


General Chairman — I.A. of M.