

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 employees 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 employees 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. Employees 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 employees in service in the seniority subdivisions involved and all employees who may not actually be in service in the seniority subdivisions but who hold seniority under the provisions of the basic agreement.


3. The employees on the consolidated seniority roster shall continue to hold whatever prior rights they now have in Painter assignments presently shown on the seniority rosters.

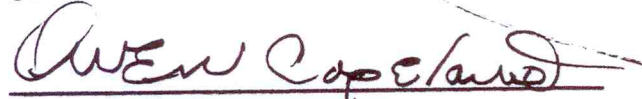
4. Such prior rights painters will only be used for Carmen work when (a) they can no longer hold a painter assignment account force reduction or (b) when no painting work is available to be performed. Painters, who can no longer hold a painter job, will be allowed to exercise seniority in accordance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

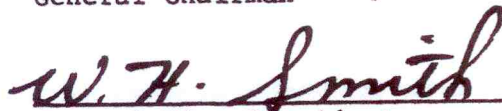
It was understood that the 1981 seniority roster would be prepared on the basis of the consolidated seniority as agreed to on April 2, 1980.

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

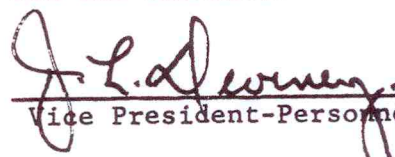
FOR THE EMPLOYEES:


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

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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
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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, 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 arrived at by counting backwards 732 calendar days; however, such seniority date may not be prior to April 1, 1980.

(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

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
INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS
INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIP BUILDERS,
BLACKSMITHS, FORGERS AND HELPERS
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
SHEET METAL WORKERS INTERNATIONAL ASSOCIATION


In order to eliminate possible disputes that could arise in the establishment of Seniority as Journeyman for apprentices upon completion of their training, IT IS AGREED:

In the application of Rule 31(d)(2) of the revised Agreement effective April 1, 1980 between the Carriers and Signatory Organizations, an Apprentice upon completion of his or her apprenticeship, will be permitted, within five (5) working days, to displace any junior employee working within their classification at their home point.

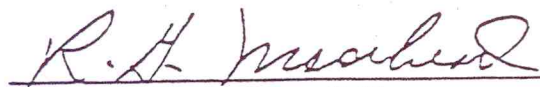
This Agreement shall become effective as of July 1, 1981, and shall remain in effect until amended or cancelled pursuant to the provisions of the Railway Labor Act, as amended.

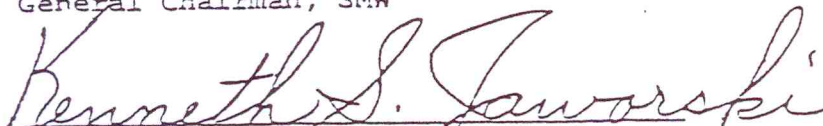
Signed at Kansas City, Mo., this 15 day of June, 1981.


FOR:
ORGANIZATIONS


General Chairman, IBEW


General Chairman, BRC


General Chairman, SMW


General Chairman, IA OF M


General Chairman, B OF B&B

FOR:
CARRIERS


Vice President-Personnel, KCS, L&A