Addendum No. 15

June 4, 1971
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Mr. T. J. Fulkerson, General Chairman (2)
Brotherhood of Locomotive Engineers
4007 Esplanade
Shreveport, La. 71109

Dear Sir:

Concerning telephone conversation with Mr. Vollrath of this office on June 2, 1971, on the subject of Fifth Subdivision engineers who are required to travel from Shreveport to protect vacancies at Texarkana.

Arrangements are being made to allow engineers who live in Shreveport and vicinity who work off the Shreveport board and are thus called approximately 4 hours in advance of the starting time of the Texarkana assignments, to be paid the bus fare allowance when required to travel between Shreveport and Texarkana with the understanding that they will arrange to protect the assignments on time. This is a modification of the local understanding that has been in effect for several years and becomes effective upon return of the extra copy of this letter and so acknowledged.

Yours very truly,
D. E. Farrar

ACCEPTED:
T. J. Fulkerson

Addendum No. 16

DUES DEDUCTION AGREEMENT

Between

THE KANSAS CITY SOUTHERN RAILWAY COMPANY

and

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

The parties hereto, The Kansas City Southern Railway Company (hereinafter referred to as the Carrier) and Brotherhood of Locomotive Engineers (hereinafter referred to as the Union) have mutually agreed to the withholding and deducting from wages of employees working under agreements between the Carrier and the Union, who are members of the Union and have so authorized the Carrier by signed authorizations, monthly membership dues, assessments and insurance premiums (not including fines and/or penalties), uniformly required as a condition of acquiring or retaining membership in the Union, and to pay to the Union the amounts so deducted and withheld less the service charge provided for by Section 5 hereof.

(1) The wage assignment authorization shall be on a card of a type to be specified by the Carrier, and in the form shown on Exhibit A hereto. Such form must be fully completed and signed by the individual involved for it to be recognized by the Carrier. Such authorization forms, in accordance with the terms thereof, shall be considered as subject to revocation, and such revocation must be in form (of the same size as the Authorization card) per Exhibit B, completed and signed by the individual involved. Both of such forms (see Exhibits A and B) will be in card form (3¼" x 7⅜") furnished by the Union at its expense, and shall be subject to the approval of the Carrier.

The Union shall have the responsibility for procuring properly executed authorization forms from employees, and delivering same to the Comptroller of the Carrier at 114 West 11th Street, Kansas City, Missouri, 64105, not later than the 15th day of the month in which deductions are to be made. Written revocations of authorizations must be delivered to the Comptroller of Carrier at the above address not later than the 15th day of the month in which the termination of deduction is to become effective.

(2) In addition to the Union furnishing authorization cards for the deductions referred to above, the Treasurer of each lodge of the Union shall furnish to the Comptroller of the Carrier, not later than the 15th day of the month in which

deductions are to be made, a certified statement (see Exhibit C), in triplicate, showing the name, Social Security number, the terminal or division on which employed, and the amount to be deducted from the wages of each employee represented by the Union who has signed a wage assignment form and which form has been furnished to the Comptroller of the Carrier. After the first month, only changes in the original list will be shown on the monthly list.

Deductions will be made from the wages earned in train or yard service in the second pay period of the month only. The following payroll deductions will have priority over deductions in favor of the Union as covered by this agreement:

(a) Federal, State and Municipal taxes and other deductions required by law, including garnishments and attachments and any other prior liens which Carrier must respect.

(b) Amounts due the Carrier.

(c) Insurance premiums, other than insurance premiums referred to in this agreement.

(d) Prior valid assignments and deductions.

If the earnings of any employee, after all deductions having priority have been made, are insufficient to remit the full amount of deductions authorized by said employee hereunder, no deduction for dues, assessments and insurance premiums on behalf of the Union shall be made by the Carrier from the wages of said employee and the Carrier shall not be responsible for such collection; nor shall they be accumulated and deducted in subsequent months.

Deductions will be made only on regular payrolls, and none will be made from special payrolls or time vouchers.

(3) This agreement shall cease to apply to any employee who may be adjudicated bankrupt or insolvent under any federal or state laws, and any wage assignment authorization given hereunder shall become void.

(4) Responsibility of the Carrier under this agreement shall be limited to remitting to the Union amounts actually deducted from the wages of employees pursuant to this agreement, less the amount to be retained by the Carrier under Section 5, and the Carrier shall not be responsible financially or otherwise for failure to make deductions or for making improper or inaccurate deductions.

Any questions arising as to the correctness of the amounts deducted shall be handled between the employee involved and the Union, and any complaints against the Carrier in connection therewith shall be handled by the Union in behalf of the employee concerned. Nothing contained herein shall be construed as obligating the Carrier to collect dues, assessments or insurance premiums from employees who leave its service, or who give up membership in the Union for any reason, or whose wages shall be involved in any claim or litigation of any nature whatsoever.

(5) In consideration of the service described above, and to assist in paying for the expense of administration and handling, the Carrier shall retain from the sum of all deductions made in each month ten cents per employee from whose wages a deduction is made in such month, and will remit to the Treasurer of each local lodge of the Union the balance due such local lodge of the Union of the amount deducted from the wages of the members. The Carrier will make such remittance not later than the last day of the month following the month in which the deduction is made. At the time of making such remittance the Carrier will furnish the Treasurer of each local lodge with one copy of a list of employees from whom deductions were made, showing the amount of such deductions.

(6) The Union will furnish to the Comptroller of the Carrier a list showing all local lodges, names, addresses and titles of Union local lodge officers to whom deductions made pursuant to this agreement are to be forwarded. The Union shall keep the Comptroller of the Carrier advised as to changes in such local lodge officers, and such changes shall be furnished to such Comptroller by the 15th day of the month in which deductions are to be made.

(7) Except for remitting to the Union monies deducted from the wages of employees, as described in Section 5 hereof, the Union shall indemnify, defend and save harmless the Carrier from and against any and all claims, demands, liability, losses or damage resulting from entering into this agreement or arising or growing out of any dispute or litigation from any deductions made by the Carrier from the wages of its employees for or on behalf of the Union.

(8) No part of this agreement shall be used in any manner whatsoever, either directly or indirectly, as a basis for a grievance (except as provided in Section 4 hereof) or time claim by or in behalf of an employee; and no part of this or any other agreement between the Carrier and the Union shall be used as a basis for a grievance (other than as provided in Section 4) or time claim by or in behalf of any employee predicated upon any alleged violation of, or misapplication or noncompliance with, any part of this agreement.

(9) This agreement is subject to federal or state laws in existence or enacted hereafter, during the effective period of this agreement, and the parties hereto will be

relieved of complying with this agreement if contrary to any such law or laws. This agreement will also be subject to immediate written cancellation by Carrier if state or federal laws require a change in the pay dates or payroll procedures.

This agreement will become effective in July, 1972, and will remain in effect subject to the provisions of the Railway Labor Act.

Signed at Kansas City, Missouri, this 22nd day of May, 1972.

FOR THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS:
T. J. Fulkerson
General Chairman

FOR THE CARRIER:
D. E. Farrar
Vice President - Personnel
The Kansas City Southern Railway Company

Addendum No. 17

(Excerpts from National Agreement of May 13, 1971)

ARTICLE II --- SWITCHING LIMITS

Article 7 -- Changing switching limits of the May 23, 1952 Agreement is hereby amended to read as follows:

(a) Where an individual carrier not now having the right to change existing switching limits where yard crews are employed, considers it advisable to change the same, it shall give notice in writing to the General Chairman or General Chairmen of such intention, specifying the changes it proposes and the conditions, if any, it proposes shall apply in event of such change. The carrier and the General Chairman or General Chairmen shall, within 30 days, endeavor to negotiate an understanding.

In the event the carrier and the General Chairman or General Chairmen cannot so agree on the matter, the dispute shall be submitted to arbitration as provided for in the Railway Labor Act, as amended, within sixty days following the date of the last conference. The carrier shall designate the exact questions or conditions it desires to submit to arbitration and the General Chairman or General Chairmen shall designate the exact questions or conditions such General Chairman or General Chairmen desire to submit to arbitration. Such questions or conditions shall constitute the questions to be submitted to arbitration. The decision of the Arbitration Board will be made within 30 days after the Board is created, unless the parties agree at anytime upon an extension of this period. The award of the Board shall be final and binding on the parties and shall become effective thereafter upon 7 days notice by the carrier.

(b) This rule shall in no way affect the changing of yard or switching limits at points where no yard crews are employed.

(c) This rule shall become effective September 1971, except on such carriers as may elect to preserve existing rules or practices and so notify the authorized employee representatives on or before August 1, 1971.

ARTICLE IV --- INTERCHANGE SERVICE ---YARD, BELT LINE AND TRANSFER CREWS

1. Where a carrier has the right to make interchange movements with yard, belt line or transfer engine crews, such crews may be required to handle interchange movements to and from a connecting carrier without being required to run light in either direction.

> **NOTE:** This provision does not preclude the carrier from making interchange movements on tracks over which it may acquire rights to operate in the future, nor does it preclude the employees from opposing the granting of such rights.

2. Work equities between carriers previously established by agreement, decision or practice, will be maintained with the understanding that such equity arrangements will not prevent carriers from requiring crews to handle cars in both directions when making interchange movements. Where carriers not now using yard and transfer crews to transfer cars in both directions desire to do so, they may commence such service and notify the General Committees of the railroad involved thereof to provide an opportunity to the General Committees to resolve any work equities between the employees of the carriers involved. Resolution of work equities shall not interfere with the operations of the carriers or create additional expense to the carriers. It is agreed, however, that the carriers will cooperate in providing the committees involved with data and other information that will assist in resolution of work equities.

3. Where a carrier does not now have the right to designate additional interchange tracks it may designate such additional track or tracks as the carrier deems necessary providing such additional track or tracks are in close proximity. Bulletins designating additional interchange tracks hereunder will be furnished the General Chairman or General Chairmen involved prior to the effective date.

4. If the number of cars being delivered to or received from interchange tracks of a connecting carrier exceeds the capacity of the first track used, it will not be necessary that any one interchange track be filled to capacity before use is made of an additional track or tracks provided, however, the minimum number of tracks necessary to hold the interchange will be used.

5. The foregoing provisions are not intended to impose restrictions with respect to interchange operations where restrictions did not exist prior to the date of this Agreement.

6. Every employee deprived of employment as the direct or indirect application of the foregoing provisions shall be entitled to the schedule of allowances set forth in Section 7(a) of the Washington Agreement of May 21, 1936, except that the 60% of

the average monthly compensation will be changed to 100% (less earnings in outside employment) and be extended to provide periods of payment equivalent to length of service not to exceed 5 years, and to provide further that allowances in Section 7(a) be increased by subsequent general wage increases.

If any protective benefits greater than those provided in this Article are available under existing agreements, such greater benefits shall apply subject to the terms and obligations of both the carrier and employee under such agreements, in lieu of the benefits provided in this Article.

7. This rule shall become effective September 1, 1971, except on such carriers as may elect to preserve existing rules or practices and so notify the authorized employee representatives on or before August 1, 1971.

ARTICLE V --- ROAD/YARD MOVEMENTS

1. A road freight engine crew may be required to perform the following work in connection with its own train at points where yard crews or hostlers are employed:

(a) After picking up train and commencing outbound trip, may make an additional pick up of cars within the limits of its initial terminal.

(b) Set out cars at one location within the limits of its final terminal in addition to the final yarding of its train.

(c) Make one pick up and/or set out at each intermediate point between the limits of the crew's initial and final terminals.

(d) All movements referred to in paragraphs (a), (b) and (c) above, including picking up train to commence out-bound trip at initial terminal and final yarding of train at final terminal shall be confined to straight pick ups and set outs not involving the handling of cars not in its train or to be placed in its train, and the minimum number of tracks will be used provided that the carrier shall have the right to select the tracks used, and provided further that where it is necessary to use more than one such track to hold the cars it is not required that any track be filled to capacity.

Note: For the purposes of this rule, the crew's initial and final terminal shall be the recognized terminals established by agreement or practice, and locations shall be those embraced within the confines of the established and recognized switching limits of such terminals.

(e) Set out defective or bad order cars in its own train.

(f) Handle engine and caboose in connection with its own train as follows:

Initial Terminal: Take charge of its engine (units) to be used in its train at the engine house or ready track and handle the engine (units) (including all units connected to the operating unit or units) to the departure track; handle its caboose car and connect it to its own train, except that the crew will not be required to switch out its caboose from the caboose or lay-up track.

Final Terminal: Handle a caboose car of its own train to the caboose or lay-up track and/or couple its own caboose to another outbound train; deliver all units connected to the operating unit or units to the engine house facilities or lay-up track.

Note: The foregoing provisions of this subsection (f) shall not be construed to change existing rules covering the preparation or laying up of locomotives.

(g) Exchange engine and caboose of its own train.

2. Work that may be required of a road freight engine crew under paragraph 1 above, may include the performance of interchange movements as specifically set forth below:

(a) Receive its over-the-road train from a connecting carrier or deliver its over-the-road train to a connecting carrier with or without the motive power and/or caboose, provided such train is a solid train and moves from one carrier to another intact, and further provided, that such movements are confined to tracks on which the carrier now has the right to operate with road, yard or transfer engine crews. The acceptance of a solid train from a connecting carrier shall be considered a pick up, either the original pick up to commence outbound trip or the additional pick up, as provided for under paragraph 1(a) of this Article V. A road freight engine crew performing interchange movements may only deliver its over-the-road train to the connecting carrier, and shall not be required to make any set outs at its final terminal.

Note: This provision does not preclude the carrier from making such interchange movements over tracks of another carrier

on which it may acquire rights to operate in the future, nor does it preclude the employees from opposing the granting of such rights.

(b) When a road freight engine crew engaged in a solid train movement referred to in (a) above is not required to receive its motive power at its on-duty point, or deliver same to its off-duty point, the carrier shall authorize and provide suitable transportation for the engine crew from its on, or to its off-duty point.

Note: Suitable transportation includes carrier owned or provided passenger carrying motor vehicles or a taxi, but excludes other forms of public transportation.

(c) Crews engaged in solid train movements referred to in paragraph (a) above will not have their on or off-duty points changed by reason of such movements, except by agreement.

3. Except as may be provided for in this Article V, road engine crews will not be required to perform work on tracks of another carrier where road and/or yard crews do not now have the right to do so.

Note: This provision does not preclude the carrier from acquiring the right to perform work on the connecting railroad with road and/or yard crews, nor does it preclude the employees from opposing the granting of such rights.

4. When work is performed by a road freight engine crew, as provided in paragraphs 1 and 2 above, such work shall be considered as part of its road trip, and additional compensation for such work shall not be paid under either road, yard or hostling rules or regulations. Provided further, however, that rules or regulations which now provide for payments to road crews for performing work in excess of, or other than that enumerated herein, will not be affected by the provisions of this Article V.

Note: Rules or regulations not affected include, but are not limited to, initial and final terminal delay rules and conversion rules.

5. When a road crew performs work as provided herein, neither yard engine crew nor hostlers shall be entitled to any penalty pay or other compensation. There will be no change in work permitted or in the compensation paid to combination assignments, such as mine runs, tabulated assignments, etc.

6. The foregoing provisions of this Article are not intended to impose restrictions with respect to any operation where restrictions did not exist prior to the date of this Agreement.

7. Every employee deprived of employment as the direct or indirect application of the foregoing provisions shall be entitled to the schedule of allowances set forth in Section 7(a) of the Washington Agreement of May 21, 1936, except that the 60% of the average monthly compensation will be changed to 100% (less earnings in outside employment) and be extended to provide periods of payment equivalent to length of service not to exceed 5 years, and to provide further that allowances in Section 7(a) be increased by subsequent general wage increases.

If any protective benefits greater than those provided in this Article are available under existing agreements, such greater benefits shall apply subject to the terms and obligations of both the carrier and employee under such agreements, in lieu of the benefits provided in this Article.

8. This rule shall become effective September 1, 1971, except on such carriers as may elect to preserve existing rules or practices and so notify the authorized employee representatives on or before August 1, 1971.

ARTICLE VI --- USE OF RADIO/TELEPHONES ON LOCOMOTIVES

1. Arbitraries or additional payment for using the radio/telephone shall be eliminated effective June 1, 1971.

2. Where such arbitraries or additional payment were preserved under Article II of the March 10, 1969 Agreement, any rate of pay effected thereby will be adjusted as if such arbitraries or additional pay had not been preserved. This adjustment shall be reflected in such rates of pay prior to the application of the wage increases provided for under Article I of this Agreement.

3. It is recognized that the use of radio/telephones or comparable equipment is part of the engineer's duties. However, his duties and responsibilities shall be pursuant to the operating rules, orders and special or other written instructions of the individual carriers.

It is further agreed that the carrier shall require strict compliance by other carrier personnel or employees involved in the use of radio/telephone equipment, with the operating and safety rules of the individual carrier and any applicable Federal and State regulations.

ARTICLE VIII --- INTERDIVISIONAL, INTERSENIORITY DISTRICT, INTRADIVISIONAL AND/OR INTRASENIORITY DISTRICT SERVICE (FREIGHT OR PASSENGER)

Article 4 of the May 23, 1952 Agreement is amended to read as follows:

1. Where an individual carrier not now having the right to establish interdivisional, interseniority district, intradivisional or intraseniority district service, in freight or passenger service, considers it advisable to establish such service, the carrier shall give at least thirty days' written notice to the General Chairman or Chairmen of the committee(s) of the Brotherhood of Locomotive Engineers involved, of its desire to establish service, specifying the service it proposes to establish and the conditions, if any, which it proposes shall govern the establishment of such service.

The parties will negotiate in good faith on such proposal and shall recognize each others fundamental rights, and reasonable and fair arrangements shall be made in the interest of both parties. Such rights and arrangements shall include, but not be limited to the following:

(a) Runs shall be adequate for efficient operations and reasonable in regard to the miles run, hours on duty and in regard to other conditions of work.

(b) All miles run over one hundred (100) shall be paid for at the mileage rate established by the basic rate of pay for the first one hundred (100) miles or less.

(c) When an engine crew is required to report for duty or is relieved from duty at a point other than the on and off duty points fixed for the service established hereunder, the carrier shall authorize and provide suitable transportation for the engine crew.

NOTE: Suitable transportation includes carrier owned or provided passenger carrying motor vehicles or taxi, but excludes other forms of public transportation.

(d) On runs established hereunder engine crews will be allowed a $1.50 meal allowance after 4 hours at the away from home terminal and another $1.50 allowance after being held an additional 8 hours.

2. The foregoing provisions (a) through (d) do not preclude the parties from negotiating on other terms and conditions of work.

3. In the event the carrier and such committee or committees cannot agree on the matters provided for in Section 1 (a) and the other terms and conditions referred to in Section 2 above, the parties agree that such dispute shall be submitted to arbitration under the Railway Labor Act, as amended, within 60 days from the date of notice by the carrier of its intent to established services pursuant to this Article VIII.

The decision of the arbitration board shall be final and binding upon both parties, except that the award shall not require the carrier to establish interdivisional, interseniority districts, intradivisional, or intraseniority district service in the particular territory involved in each such dispute but shall be accepted by the parties as the conditions which shall be met by the carrier if and when such interdivisional, interseniority district, intradivisional, or intraseniority district service is established in that territory. Provided further, however, if carrier elects not to put the award into effect, carrier shall be deemed to have waived any right to renew the same request for a period of one year following the date of said award, except by consent of employees party to said arbitration. In its decision the Arbitration Board shall include among other matters decided the provisions set forth in Section 5 below for protection of employees adversely affected as a result of the discontinuance of any existing runs or the establishment of new runs resulting from application of this rule.

4. Interdivisional, interseniority district, intradivisional or intraseniority district service and/or agreements in effect on the date of this Agreement are not affected by this Article VIII.

5. Every employee adversely affected either directly or indirectly as a result of the application of this rule shall receive the protection afforded by Sections 6, 7, 8, and 9 of the Washington Job Protection Agreement of May 1936, except that for the purposes of this Agreement Section 7(a) is amended to read 100% (less earnings in outside employment) instead of 60% and extended to provide period of payment equivalent to length of service not to exceed 5 years and to provide further that allowances in Sections 6 and 7 be increased by subsequent general wage increases.

Any employee required to change his residence shall be subject to the benefits contained in Sections 10 and 11 of the Washington Job Protection Agreement and in addition to such benefits shall receive a transfer allowance of four hundred dollars ($400.00) and five working days instead of the "two working days" provided by Section 10(a) of said agreement. Under this Section, change of residence shall not be considered "required" if the reporting point to which the employee is changed is not more than 30 miles from his former reporting point.

If any protective benefits greater than those provided in this Article are available under existing agreements, such greater benefits shall apply subject to the terms and

obligations of both the carrier and employee under such agreements, in lieu of the benefits provided in this Article.

6. This rule shall become effective September 1, 1971, except on such carriers as may elect to preserve existing rules or practices and so notify the authorized employee representatives on or before August 1, 1971.