AGREEMENT

Between

THE KANSAS CITY SOUTHERN RAILWAY COMPANY

LOUISIANA & ARKANSAS RAILWAY COMPANY

and

RAILROAD YARDMASTERS OF AMERICA

Covering Rates of Pay, Hours of Service and Working Conditions of Yardmasters Employed Theron

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Effective March 1, 1956
Effective March 1, 1956, the following constitutes an agreement between the Kansas City Southern Railway Company, Louisiana & Arkansas Railway Company, and the Railroad Yardmasters of America covering the rates of pay and working conditions for yardmasters.

**ARTICLE 1**

**Scope**

The title "Yardmaster", as used in this agreement, includes General Yardmasters, Assistant General Yardmasters, Yardmasters and Assistant Yardmasters (including Kansas City Southern percentage in Milwaukee-Kansas City Southern Joint Agency at Kansas City), except that it does not apply to General Yardmasters at Kansas City, Shreveport, Baton Rouge, and New Orleans.

This agreement does not apply to or preclude the use of Footboard Yardmasters, or to Agents who perform the duties generally recognized as yardmaster's work in connection with their other duties; nor does it preclude Agent or other station employees from preparing and delivering instructions to yard or road crews in line with reasonable service requirements during hours no Yardmaster is employed or on duty.

Nothing herein requires the maintenance of any position.

**ARTICLE 2**

**Rates of Pay**

(a) The following rates of pay will apply to positions covered by this agreement for eight (8) hour assignments when such positions are maintained and so assigned:

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(b) Daily rates shall be determined by multiplying the monthly rate by 12 and dividing by 261. The straight time hourly rate shall be determined by dividing the monthly rate by 174.

(c) Extra yardmasters and regular assigned relief yardmasters will take the rate of the position filled.

(d) A yardmaster, including a regularly assigned relief yardmaster, filling the position of another yardmaster for a full day or more, will receive the same rate of pay as the man relieved; provided, however, he will not receive less than he would have received had he remained on his regular yardmaster’s position.
ARTICLE 3
HOURS OF SERVICE

(a) Except where a meal period is furnished as provided in Article 7, eight (8) consecutive hours shall constitute a day's work. Work performed in excess of eight (8) hours, on instructions from proper authority, shall be paid for as overtime at time and one-half rate; time consumed in making transfer before or after assigned hours not to constitute overtime.

(b) Regular assignments will each have a fixed starting time, which will not be changed without at least twenty-four (24) hours' advance notice. The first shift of any continuous cycle of three shifts covering the 24-hour period, shall be started not earlier than 6:00 A.M. or later than 8:00 A.M.

(c) If the starting time of a regular position is changed one hour or more, but not to exceed three (3) hours, the yardmaster regularly assigned to the position will have the option of retaining the assignment or displacing a junior assigned yardmaster subject to the right being exercised within five (5) days after written notice of the change in starting time. If the yardmaster elects to make a displacement, the position which he vacates will be advertised under Article 6 (a). If the starting time is changed more than three (3) hours, the position shall be advertised as a new position in accordance with Article 6 (a). The employee holding the position at the time will remain thereon until assignment is made. A yardmaster off due to sickness or leave of absence whose starting time is changed will be allowed five (5) days after reporting for work to exercise displacement rights under provisions of this paragraph.
ARTICLE 4

Title

No change in the title of yardmasters of any rank will be made for the purpose of reducing the rate of pay of such positions, unless there is a change in the duties and responsibilities of such position. Local Chairman will be privileged to handle with the Superintendent as to the purpose or reason for such change, and if not satisfied with explanation the matter may be handled in accordance with the provisions of Article 12.

ARTICLE 5

Seniority

(a) The seniority of yardmasters shall be confined to the point at which employed as yardmaster; Beaumont and Port Arthur to be considered as one point.

(b) Seniority dates shall be established as of the date assigned by formal bulletin notice.

(c) A seniority roster showing seniority dates of all yardmasters will be issued in January of each year, showing the names and seniority dates of all yardmasters then holding seniority at each point. A copy of such roster will be posted in a convenient location at each point, and copies will be furnished the Local and General Chairmen. Information appearing on such revised rosters shall be subject to written protest until the last day of February of the year in which posted and shall not thereafter be subject to change. A yardmaster absent on proper leave or due to sickness or other unavoidable cause, will have thirty (30) days from the time he reports for duty to file written protest.
(d) An unassigned yardmaster who fails to bid for a yardmaster's position advertised by bulletin notice under the provisions of Article 6 (a) or 6 (b), or who fails to protect extra work as a yardmaster, shall forfeit all seniority rights as a yardmaster; provided however that this rule is not intended to require a yardmaster to work a second shift in a 24-hour period without having eight (8) hours' rest.

(e) A yardmaster who has been displaced or whose position is abolished shall, within five (5) days, exercise his seniority to displace any junior assigned yardmaster, or to obtain any unassigned advertised vacancy or new position. Failure to do so subjects him to the provisions of Section (d) of this Article 5. If unable to place himself as yardmaster under this rule he will be considered an Extra Yardmaster.

(f) A yardmaster who is displaced on account of reduction in force and who does not remain in the service of the Company shall retain his seniority provided he complies with the following regulations: (a) that he furnish his address in writing to the Superintendent or other designated official at the time he is displaced in force reduction; (b) that he notify the Superintendent or other designated official of each subsequent change of address by certified U. S. Mail with return receipt; (c) that he report for duty within fifteen (15) days after date of letter or telegram notifying him to return, mailed or telegraphed to him at last address furnished to Superintendent or other designated official.

Failing to comply with these regulations, a yardmaster displaced as a result of reduction in force shall forfeit his seniority.

(g) A yardmaster who accepts an official position with these Companies or with the
Railroad Yardmasters of America, will retain and accumulate seniority rights during the period he is filling such position.

**ARTICLE 6**

**Vacancies and New Positions**

(a) All permanent vacancies and new positions will be bulletined for a period of three (3) days, and the senior qualified yardmaster making written application will be assigned.

(b) Temporary vacancies known to be of thirty (30) days or more duration, or after vacant for such period, will be bulletined for a period of three (3) days, and the senior qualified yardmaster making written application will be assigned. Temporary vacancies of less than thirty (30) days duration will be filled by the senior qualified yardmaster making application.

**ARTICLE 7**

**Lunch Time**

A yardmaster whose assigned hours cover a nine (9) hour spread or more, will be given one hour off, without pay, for lunch. This does not apply to yardmasters employed in a continuous cycle as set forth in Article 3 (b). Yardmasters on eight (8) hour assignments may eat lunch during their assigned hours whenever it does not interfere with the performance of their duties.

**ARTICLE 8**

**Rest Days**

(a) One rest day per week without loss of pay will be assigned to each regular yardmaster position. The rest day will be the same day
each week and, so far as consistent with the requirements of the service, will be arranged in accordance with the desire of the yard masters, the senior to have preference.

(b) If a yardmaster is required to work his rest days, he will be paid therefor at the rate of time and one-half in addition to his monthly rate.

(c) Where the work of the yardmaster absent on rest day can be absorbed by other yardmasters then on duty the Carrier will not be required to use unassigned or relief yardmaster to fill the assignment; but where relief requirements consist of six days work per week, relief positions will be established and filled in accordance with Article 6 of this agreement.

Relief requirements of less than six days per week will be taken care of by extra yardmasters.

At stations where only one yardmaster is employed the work on rest days may be taken care of by other supervisors at the direction of the management.

**ARTICLE 9**

**Vacations**

(a) Employees in service in the capacity of yardmaster for as much as 160 days in the preceding calendar year and having less than two years’ service as yardmaster will be allowed one week’s vacation per annum with pay; those in service continuously in this capacity for two years, two weeks’ vacation per annum with pay; those in service of employing carrier continuously for fifteen or more years, three weeks’ vacation per annum with pay.

—7—
If vacation is not granted, they shall be paid one day’s pay at the rate applicable to the position to which assigned for each day of the vacation that is worked, in addition to their earnings on such day or days.

(b) Vacations may be taken at any time between January 1 and December 31, as mutually agreed upon by supervisory officers and the yardmaster entitled to vacation.

(c) The Company is not obligated to fill a position during the vacation period, it being recognized that the work may be taken care of by other supervisors at the direction of the Management.

**ARTICLE 10**

**Attending Court**

Yardmasters required to attend court or Coroner’s inquest on instructions of the Railway will be allowed necessary actual expenses and paid the same as though they had remained on their regular assignment. If used on off days, they will be allowed not less than a minimum day.

**ARTICLE 11**

**Discipline and Grievances**

(a) Yardmasters shall not be discharged, suspended or demerits placed against their records except for good and sufficient cause. In case a yardmaster is suspended pending investigation he will be given not less than three days written notice of such investigation and a decision shall be rendered in the case within five days from date of investigation. Yardmasters will be notified of any disciplinary records made against them.
(b) Yardmasters shall not be discharged, suspended or demerits placed against their records until they have had a fair and impartial hearing before an officer of the company. At such hearing yardmasters may be represented by an employee of their own choice or by the regularly constituted committee of their organization. The representative of the yardmasters involved in the hearing shall have the right to introduce witnesses and interrogate any witness giving testimony at the investigation. When yardmasters are found to be not guilty, they shall be returned to the service and paid for all time lost.

(c) Yardmasters shall have the right to appeal from any decision which involves discipline and such appeal may be handled by the regularly constituted committee of their organization. In case new evidence is introduced on appeal the question of pay will not be considered.

(d) In case of appeal the committee will, upon application, be furnished with a stenographic copy of the proceedings of the investigation.

(e) Where the individual may not desire a representative he will have the right to introduce and question witnesses.

ARTICLE 12

Time Limit on Claims and Grievances

All claims and grievances arising on and after January 1, 1955 shall be handled as follows:

(a) All claims or grievances must be presented in writing by or on behalf of the employee involved, to the officer of the Carrier authorized to receive same, within 60 calendar 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 calendar days from the date same is filed, notify the employee or his representative of the reasons for such disallowance. If not so notified, the claim or grievance shall be considered valid and settled accordingly, but this shall not be considered as a precedent or waiver of the contentions of the Carrier as to other similar claims or grievances.

(b) If a disallowed claim or grievance is to be appealed, such appeal must be taken within 60 calendar days from receipt of notice of disallowance, and the representative of the Carrier shall be notified 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 calendar day period for either a decision or appeal, up to and including the chief officer of the Carrier designated for that purpose.

(c) The procedure outlined in paragraphs (a) and (b) 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 operating officer designated by the Carrier to handle such disputes. All claims or grievances involved in a decision by the highest officer shall be barred unless within 6 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 6 months’ period herein referred to.

(d) 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 calendar 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.

(e) This rule recognizes the right of representatives of the Organization, party hereto, to file and prosecute claims and grievances for and on behalf of the employees they represent.

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

**NOTE:** With respect to all claims or grievances which arose or arise out of occurrences prior to the effective date of this rule, such claims or grievances must be filed within 60 calendar days after the effective date of this rule in the manner provided for in paragraph (a) hereof, and if not progressed pursuant to the provisions of paragraphs (b) and (c) of this rule the
claims or grievances shall be barred. With respect to claims or grievances filed prior to the effective date of this rule the claims or grievances must be ruled on or appealed as the case may be within 60 calendar days after the effective date of this rule and if not thereafter progressed pursuant to paragraphs (b) and (c) of this rule the claims or grievances shall be barred, except that in the case of all claims or grievances on which the highest officer of the Carrier has ruled prior to the effective date of this rule, a period of 6 months will be allowed after the effective date of this rule for an appeal to be taken to the appropriate board of adjustment as provided in paragraph (c) before the claim or grievance is barred. This provision does not apply to claims or grievances already barred under existing agreements.

**ARTICLE 13**

**Leave of Absence**

(a) Except on account of injury, illness of themselves or families, Committee work or accepting official positions with these Companies or the Railroad Yardmasters of America, Yardmasters will not be granted leave of absence in excess of ninety (90) days in any calendar year, unless by agreement between the Management and the General Chairman of the Railroad Yardmasters of America.

(b) Yardmasters on Committee business will be granted necessary leave of absence, and transportation over Kansas City Southern Lines.

—12—
ARTICLE 14
Use of Automobile

Yardmasters, who in the performance of their duties as yardmasters, are required by the Company to use their automobile, will be compensated therefor.

ARTICLE 15
Transportation

A yardmaster transferred from one yard to another by direction of an officer of the company will, upon proper application, be furnished free transportation for himself, family and household goods when not in conflict with State or Federal laws.

ARTICLE 16
Distribution of Schedules

Yardmasters will, upon application, be furnished a copy of this agreement.

ARTICLE 17

All memoranda of agreement, interpretations, and letters of understanding made by parties with the signing of the Kansas City Southern agreement, effective March 1, 1946, as revised March 1, 1947, and the Louisiana & Arkansas agreement, effective May 1, 1948, and all subsequent agreements, interpretations, and letters of understanding, not heretofore amended, superceded, 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 signatory hereto.
ARTICLE 18

Duration of Agreement

No change will be made in the foregoing rates, rules and regulations except by mutual agreement between the parties hereto, or by thirty (30) days' written notice by either party to the other in accordance with the provisions of the Railway Labor Act as amended.

Signed this 25th day of February, 1956.

For:

THE KANSAS CITY SOUTHERN RAILWAY COMPANY
LOUISIANA & ARKANSAS RAILWAY COMPANY

D. E. Farrar
Assistant to President

For the Employees:

RAILROAD YARDMASTERS OF AMERICA

M. L. Margrave
General Chairman

E. D. Strange
Vice General Chairman

APPROVED:

M. G. Schoch
Grand President

By N. L. E. — V. P.
APPENDIX
Kansas City, Missouri
July 10, 1946

Mr. S. V. Prunty, General Chairman
Brotherhood of Railroad Trainmen
1760 Exposition Avenue
Shreveport, Louisiana

Dear Sir:

In connection with our conference of July 8, 1946, the following understandings were reached applying at Kansas City:

Under paragraph (d) of Article 5 of the Yardmasters' Schedule a yardmaster will not work a shift as yardmaster and then work a shift as switchman or vice versa without having eight hours off duty when other qualified men are available.

Under paragraph (b) of Article 6 temporary vacancies of less than thirty days' duration will be filled by the senior yardmaster making application after the vacancy exists for three days. Senior extra yardmaster will be required to relieve regular yardmasters on days of rest on a continuous basis and thereafter will be used to fill other yardmaster vacancies occurring that he can reach.

Arrangements will be made so that the present 6:30 am starting of yardmasters at Henning Street and the 7:30 a.m. start of yardmasters at Knoche Yard will be changed to 7:00 a.m. starts and will continue unless operating conditions make change of starting time necessary.

The senior extra yardmaster may designate his own rest days, providing that should his services as yardmaster be needed on designated rest days he will be used and permitted to designate new day or days.

If you concur in the above understandings please so indicate in the space provided below on the duplicate of this letter and return it to me.

Yours very truly,

(Signed)  J. T. McCorkle
General Superintendent

Above understandings are concurred in

(Signed)  S. V. Prunty
General Chairman
Brotherhood of Railroad Trainmen
Kansas City, Missouri
February 25, 1956

Mr. M. L. Margrave, General Chairman
Railroad Yardmasters of America
541 Chestnut
Kansas City, Missouri

Dear Sir:

In connection with agreement signed this date, to become effective March 1, 1956, between The Kansas City Southern Railway Company, Louisiana & Arkansas Railway Company, and the Railroad Yardmasters of America covering rates of pay and rules covering working conditions of Yardmasters, it is mutually understood that the portion of Article 1 of said agreement relating to Agents who perform the duties stated therein is not intended to permit, nor will it be used for the purpose of, reducing the number of yardmaster positions at Kansas City, Shreveport, Baton Rouge or New Orleans, nor will it be used for the purpose of reducing the number of yardmaster positions below one each at Pittsburg, Texarkana, and Port Arthur; provided however, at Pittsburg, Texarkana, and Port Arthur a footboard yardmaster may be substituted for the minimum number of yardmaster positions, should conditions warrant.

It is also mutually understood that the following will govern:

Night yardmasters at Alexandria will, at the option of the Company, continue as at present to perform certain duties not covered by Yardmasters' schedule.

This letter, together with your signature in the space provided therefor hereon, constitutes a confirmation of the above understanding.

Your very truly,

(Signed) D. E. Farrar

Understanding Confirmed:

(Signed) M. L. Margrave
General Chairman
Railroad Yardmasters of America

(Signed) E. D. Strange
Vice General Chairman
Railroad Yardmasters of America

Approved:

(Signed) M. G. Schoch		By N. L. E., V.-P.
Grand President
Railroad Yardmasters of America

—18—
MEMORANDUM OF AGREEMENT

Between

THE KANSAS CITY SOUTHERN RAILWAY COMPANY

LOUISIANA & ARKANSAS RAILWAY COMPANY

and

RAILROAD YARDMASTERS OF AMERICA

In connection with the coordination of terminal facilities of these two companies at Shreveport, Louisiana, it is contemplated that the yardmaster forces of the two companies at Shreveport will be coordinated as hereinafter set forth.

(1) Yardmasters in such coordinated terminal shall be considered subject to the terms and conditions of the current yardmasters' schedule agreement on the Kansas City Southern.

(2) Yardmasters will handle work of either or both companies.

(3) The Washington Job Protection Agreement shall apply.

(4) Seniority of employees as of the date of coordination as herein provided shall appear on a seniority roster in the order set forth in Exhibit "A" to be appended hereto.

Yardmaster jobs to prevail at the outset in the coordinated terminal will be filled from such roster, seniority to prevail.

—19—
(5) At least fifteen days prior to the date of coordination, notice thereof shall be given the general chairmen, copy of which will be posted in the respective yardmaster offices of both companies in the Shreveport terminal, said notice to contain a list of yardmaster positions and rates of pay thereof, which are to be established in the coordinated terminal.

(6) Within fifteen days after receipt of the notice referred to in Section (5) hereof, the general chairmen shall furnish the management a memorandum showing proposed assignments of employees to positions listed in said notice.

(7) If any of the listed positions remain unassigned, they should be immediately bulletined to yardmasters on both roads at Shreveport and assigned to senior bidders, if qualified, from either road.

(8) Vacancies occurring at Shreveport after the date of coordination will be bulletined to yardmasters at Shreveport.

(9) It is anticipated that yardmasters assigned to positions in the coordinated terminal will remain on the same payroll as at present; however, if 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 memorandum agreement, such employees 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.
(10) 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 of the continuity of service or curtailment of vacation rights or the privileges set forth in Section 9 hereof.

(11) Nothing in this Memorandum is intended to affect the rights of Management to designate which Company’s payroll (either Kansas City Southern or Louisiana & Arkansas) any such position is to be carried.

(12) Furloughed yardmasters who are receiving coordination allowances under the provisions of this memorandum agreement may, at the option of Management, be given preference in filling new yardmaster positions and vacancies at other points, as outlined further in this section. Should such a furloughed yardmaster accept a yardmaster position or vacancy at a point other than Shreveport, he will retain seniority at Shreveport; however, if recalled to Shreveport, he must choose between his seniority at Shreveport or his seniority or job at the other location.

(13) As soon as possible after said coordination, the organization shall furnish the Management a list of employees who, in the opinion of the Organization, may be entitled to allowances under the provisions of the Washington Agreement, and as soon as possible thereafter the Management shall furnish the Organization three copies of statement showing earnings of employees as listed, for the twelve-month period provided for in the Washington Agreement. Thereafter, details of allowances due and/or any other rights under the Washington Agreement will, if necessary, be covered by supplemental memoranda of understanding.
(14) This memorandum is made in accordance with the provisions of the Washington Agreement and shall remain in effect with respect to any individual employee only so long as such individual is entitled to protection under the provisions of the Washington Agreement as a result of the coordination of the forces and work of the two companies covered hereby, and, so far as the Washington Agreement is concerned, shall expire entirely five years from the date of actual coordination.

(15) 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.

(16) 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.

(17) Eating facilities will be provided at the new yard and made available to employees re-
porting 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.

(18) 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.

(19) It is contemplated that at the inception of the coordinated terminal three yardmaster positions will be assigned, on a continuous basis, to the yard office building, and that because of the planned operations additional transfer time will result. For the first six months following date of coordination, incumbents of those three yardmaster positions will, when relieving the next previous shift, be paid thirty (30) minutes pro rata rate for such additional transfer time; and thereafter such payment will be reduced to fifteen (15) minutes. This additional transfer time will not apply to other yardmaster positions which may be assigned.

(20) 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.
Signed at Kansas City, Missouri, this 10th day of February, 1956.

FOR THE CARRIERS:

(Signed) D. E. Farrar
Assistant to President
The Kansas City Southern Railway Company
Louisiana & Arkansas Railway Company

FOR THE EMPLOYEES:

Railroad Yardmasters of America
By (Signed) M. L. Margrave
General Chairman for Kansas City Southern

By (Signed) E. D. Strange
General Chairman for Louisiana & Arkansas

APPROVED:

(Signed) N. L. Eberts
Grand Vice-President
Exhibit "A"

PROPOSED CONSOLIDATED
SENIORITY ROSTER — YARDMASTERS
SHREVEPORT TERMINAL

<table>
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<th>Name</th>
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<tr>
<td>1</td>
<td>S. T. Scott*</td>
<td>KCS</td>
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<td>A. E. Sims</td>
<td>L&amp;A</td>
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<td>5</td>
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<td>KCS</td>
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<td>8</td>
<td>R. Myers</td>
<td>KCS</td>
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</table>

*Terminal Trainmaster

---25---
CONFORMED COPY

of

UNION SHOP AGREEMENT

This agreement made this 30th day of March, 1953, by and between The Kansas City Southern Railway Company, The Arkansas Western Railway Company, Fort Smith & Van Buren Railway Company, Joplin Union Depot Company, and Louisiana & Arkansas Railway Company, each hereinafter referred to as "Carrier," to the extent with respect to the groups of employees as shown on Exhibit A, attached hereto and made a part hereof, and the employees, to the extent shown on said Exhibit A, represented by the Railway Labor Organizations signatory hereto, through the Employees' National Conference Committee, Seventeen Cooperating Railway Labor Organizations, witnesseth:

IT IS AGREED:

Section 1.

In accordance with and subject to the terms and conditions hereinafter set forth, all employees of these carriers now or hereafter subject to the rules and working conditions agreements between the parties hereto, except as hereinafter provided, shall, as a condition of their continued employment subject to such agreements, become members of the organization party to this agreement representing their craft or class within sixty calendar days of the date they first perform compensated service as such employees after the effective date of this agreement, and thereafter shall maintain membership in such organization; except that such membership shall not be required of any individual until he has performed compensated service on thirty days within a period of twelve consecutive calendar months. Nothing in this agreement shall alter, enlarge or otherwise change the coverage of the present or future rules and working conditions agreements.

Section 2.

This agreement shall not apply to employees while occupying positions which are excepted from the bulletinizing and displacement rules of the individual agreements, but this provision shall not include employees who are subordinate to and report to other employees who are covered by this agreement. However, such excepted employees are free to be members of the organization at their option.

—26—
Section 3.

(a) Employees who retain seniority under the Rules and Working Conditions Agreements governing their class or craft and who are regularly assigned or transferred to full time employment not covered by such agreements, or who, for a period of thirty days or more, are (1) furloughed on account of force reduction, or (2) on leave of absence, or (3) absent on account of sickness or disability, will not be required to maintain membership as provided in Section 1 of this agreement so long as they remain in such other employment, or furloughed or absent as herein provided, but they may do so at their option. Should such employees return to any service covered by the said Rules and Working Conditions Agreements and continue therein thirty calendar days or more, irrespective of number of days actually worked during that period, they shall, as a condition of their continued employment subject to such agreements, be required to become and remain members of the organization representing their class or craft within thirty-five calendar days from date of their return to such service.

(b) The seniority status and rights of employees furloughed to serve in the Armed Forces or granted leaves of absence to engage in studies under an educational aid program sponsored by the federal government or a state government for the benefit of ex-service men shall not be terminated by reason of any of the provisions of this agreement but such employees shall, upon resumption of employment, be considered as new employees for the purposes of applying this agreement.

(c) Employees who retain seniority under the rules and working conditions agreements governing their class or craft and who, for reasons other than those specified in subsections (a) and (b) of this section, are not in service covered by such agreements, or leave such service, will not be required to maintain membership as provided in Section 1 of this agreement so long as they are not in service covered by such agreements, but they may do so at their option. Should such employees return to any service covered by the said rules and working conditions agreements they shall, as a condition of their continued employment, be required, from the date of return to such service, to become and remain members in the organization representing their class or craft.

(d) Employees who retain seniority under the rules and working conditions agreements of their class or craft, who are members of the organization signatory
hereto representing that class or craft and who in accordance with the rules and working conditions agreement of that class or craft temporarily perform work in another class of service shall not be required to be members of another organization party hereto, whose agreement covers the other class of service until the date the employees hold regularly assigned positions within the scope of the agreement covering such other class of service.

Section 4.

Nothing in this agreement shall require an employee to become or to remain a member of the organization if such membership is not available to such employee upon the same terms and conditions as are generally applicable to any other member, or if the membership of such employee is denied or terminated for any reason other than the failure of the employee to tender the periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership. For purposes of this agreement, dues, fees, and assessments, shall be deemed to be "uniformly required" if they are required of all employees in the same status at the same time in the same organizational unit.

Section 5.

(a) Each employee covered by the provisions of this agreement shall be considered by a carrier to have met the requirements of the agreement unless and until such carrier is advised to the contrary in writing by the organization. The organization will notify the carrier in writing by Registered Mail, Return Receipt Requested, or by personal delivery evidenced by receipt, of any employee who it is alleged has failed to comply with the terms of this agreement and who the organization therefore claims is not entitled to continue in employment subject to the Rules and Working Conditions Agreement. The form of notice to be used shall be agreed upon by the individual railroad and the organizations involved and the form shall make provision for specifying the reasons for the allegation of non-compliance. Upon receipt of such notice, the carrier will, within ten calendar days of such receipt, so notify the employee concerned in writing by Registered Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. Copy of such notice to the employee shall be given the organization. An employee so notified who disputes the fact that he has failed to comply with the terms of this agreement, shall within a period of ten calendar days from the
date of receipt of such notice, request the carrier in writing by Registered Mail, Return Receipt Requested, or by personal delivery evidenced by receipt, to accord him a hearing. Upon receipt of such request the carrier shall set a date for hearing which shall be held within ten calendar days of the date of receipt of request therefor. Notice of the date set for hearing shall be promptly given the employee in writing with copy to the organization, by Registered Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. A representative of the organization shall attend and participate in the hearing. The receipt by the carrier of a request for a hearing shall operate to stay action on the termination of employment until the hearing is held and the decision of the carrier is rendered.

In the event the employee concerned does not request a hearing as provided herein, the carrier shall proceed to terminate his seniority and employment under the Rules and Working Conditions Agreement not later than thirty calendar days from receipt of the above described notice from the organization, unless the carrier and the organization agree otherwise in writing.

(b) The carrier shall determine on the basis of the evidence produced at the hearing whether or not the employee has complied with the terms of this agreement and shall render a decision within twenty calendar days from the date that the hearing is closed, and the employee and the organization shall be promptly advised thereof in writing by Registered Mail, Return Receipt Requested.

If the decision is that the employee has not complied with the terms of this agreement, his seniority and employment under the Rules and Working Conditions Agreement shall be terminated within twenty calendar days of the date of said decision except as hereinafter provided or unless the carrier and the organization agree otherwise in writing.

If the decision is not satisfactory to the employee or to the organization it may be appealed in writing, by Registered Mail, Return Receipt Requested, directly to the highest officer of the carrier designated to handle appeals under this agreement. Such appeals must be received by such officer within ten calendar days of the date of the decision appealed from and shall operate to stay action on the termination of seniority and employment, until the decision on appeal is rendered. The carrier shall promptly notify the

—29—
other party in writing of any such appeal, by Registered Mail, Return Receipt Requested. The decision on such appeal shall be rendered within twenty calendar days of the date the notice of appeal is received, and the employee and the organization shall be promptly advised thereof in writing by Registered Mail, Return Receipt Requested.

If the decision on such appeal is that the employee has not complied with the terms of this agreement, his seniority and employment under the Rules and Working Conditions Agreement shall be terminated within twenty calendar days of the date of said decision unless selection of a neutral is requested as provided below, or unless the carrier and the organization agree otherwise in writing. The decision on appeal shall be final and binding unless within ten calendar days from the date of the decision the organization or the employee involved requests the selection of a neutral person to decide the dispute as provided in Section 5 (c) below. Any request for selection of a neutral person as provided in Section 5 (c) below shall operate to stay action on the termination of seniority and employment until not more than ten calendar days from the date decision is rendered by the neutral person.

(c) If within ten calendar days after the date of a decision on appeal by the highest officer of the carrier designated to handle appeals under this agreement the organization or the employee involved requests such highest officer in writing by Registered Mail, Return Receipt Requested, that a neutral be appointed to decide the dispute, a neutral person to act as sole arbitrator to decide the dispute shall be selected by the highest officer of the carrier designated to handle appeals under this agreement or his designated representative, the Chief Executive of the organization or his designated representative, and the employee involved or his representative. If they are unable to agree upon the selection of a neutral person any one of them may request the Chairman of the National Mediation Board in writing to appoint such neutral. The carrier, the organization and the employee involved shall have the right to appear and present evidence at a hearing before such neutral arbitrator. Any decision by such neutral arbitrator shall be made within thirty calendar days from the date of receipt of the request for his appointment and shall be final and binding upon the parties. The carrier, the employee, and the organization shall be promptly advised thereof in writing by Registered Mail, Return Receipt Re-
quested. If the position of the employe is sustained, the fees, salary and expenses of the neutral arbitrator shall be borne in equal shares by the carrier and the organization; if the employe's position is not sustained, such fees, salary and expenses shall be borne in equal shares by the carrier, the organization and the employe.

(d) The time periods specified in this section may be extended in individual cases by written agreement between the carrier and the organization.

(e) Provisions of investigation and discipline rules contained in the Rules and Working Conditions Agreement between a carrier and the organization will not apply to cases arising under this agreement.

(f) The General Chairman of the organization shall notify the carrier in writing of the title(s) and address(es) of its representatives who are authorized to serve and receive the notices described in this agreement. The carrier shall notify the General Chairman of the organization in writing of the title(s) and address(es) of its representatives who are authorized to receive and serve the notices described in this agreement.

(g) In computing the time periods specified in this agreement, the date on which a notice is received or decision rendered shall not be counted.

Section 6.

Other provisions of this agreement to the contrary notwithstanding, the Carrier shall not be required to terminate the employment of an employe until such time as a qualified replacement is available. The carrier may not, however, retain such employe in service under the provisions of this section for a period in excess of sixty calendar days from the date of the last decision rendered under the provisions of Section 5, or ninety calendar days from date of receipt of notice from the organization in cases where the employe does not request a hearing. The employe whose employment is extended under the provisions of this section shall not, during such extensions, retain or acquire any seniority rights. The position will be advertised as vacant under the bulletining rules of the respective agreements but the employe may remain on the position he held at the time of the last decision, or at the date of receipt of notice where no hearing is requested pending the assignment of the successful applicant, unless displaced or unless the

—31—
position is abolished. The above periods may be extended by agreement between the carrier and the organization involved.

Section 7.

An employee whose seniority and employment under the Rules and Working Conditions Agreement is terminated pursuant to the provisions of this agreement or whose employment is extended under Section 6 shall have no time or money claims by reason thereof.

If the final determination under Section 5 of this agreement is that an employee's seniority and employment in a craft or class shall be terminated, no liability against the carrier in favor of the organization or other employee based upon an alleged violation, misapplication of non-compliance with any part of this agreement shall arise or accrue during the period up to the expiration of the 60 or 90 day periods specified in Section 6, or while such determination may be stayed by a court, or while a discharged employee may be restored to service pursuant to judicial determination. During such periods, no provision of any other agreement between the parties hereto shall be used as the basis for a grievance or time or money claim by or on behalf of any employee against the carriers predicated upon any action taken by the carrier in applying or complying with this agreement or upon an alleged violation, misapplication or noncompliance with any provision of this agreement. If the final determination under Section 5 of this agreement is that an employee's employment and seniority shall not be terminated, his continuance in service shall give rise to no liability against the carrier in favor of the organization or other employees based upon an alleged violation, misapplication or non-compliance with any part of this agreement.

Section 8.

In the event that seniority and employment under the Rules and Working Conditions Agreement is terminated by the carrier under the provisions of this agreement, and such termination of seniority and employment is subsequently determined to be improper, unlawful, or unenforceable, the organization shall indemnify and save harmless the carrier against any and all liability arising as the result of such improper, unlawful, or unenforceable termination of seniority and employment; Provided, however, that this section shall not apply to any case in which the carrier involved is the plaintiff or the moving party in the ac-
tion in which the aforesaid determination is made or in which case such carrier acts in collusion with any employee; Provided further, that the aforementioned liability shall not extend to the expense to the carrier in defending suits by employees whose seniority and employment are terminated by the carrier under the provisions of this agreement.

Section 9.

An employee whose employment is terminated as a result of non-compliance with the provisions of this agreement shall be regarded as having terminated his employe relationship for vacation purposes.

Section 10.

(a) The Carriers party to this agreement shall periodically deduct from the wages of employees subject to this agreement periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership in such organization, and shall pay the amount so deducted to such officers of the organization as the organization shall designate: Provided, however, that the requirements of this subsection (a) shall not be effective with respect to any individual employee until he shall have furnished the carrier with a written assignment to the organization of such membership dues, initiation fees and assessments, which assignment shall be revocable in writing after the expiration of one year or upon the termination of this agreement whichever occurs sooner.

(b) The provisions of subsection (a) of this section shall not become effective unless and until the carriers and the organization shall, as a result of further negotiations pursuant to the recommendations of Emergency Board No. 98, agree upon the terms and conditions under which such provisions shall be applied; such agreement to include, but not be restricted to, the means of making said deductions, the amounts to be deducted, the form, procurement and filing of authorization certificates, the frequency of deductions, the priority of said deductions with other deductions now or hereafter authorized, the payment and distributions of amounts withheld and any other matters pertinent thereto.

Section 11.

This agreement shall become effective on April 30, 1953, and is in full and final settlement of notices served upon the carriers by the organizations signa-
tory hereto on or about February 5, 1951. It shall be construed as a separate agreement by and on behalf of each carrier party hereto and those employees represented by each organization on each of said carriers heretofore stated. This agreement shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended.

Signed at Kansas City, Missouri, this 30th day of March, 1953.

(Signatures are not here reproduced)
Conformed Copy

of

AMENDMENT NO. 1

TO

UNION SHOP AGREEMENT

between

THE KANSAS CITY SOUTHERN RAILWAY COMPANY

THE ARKANSAS WESTERN RAILWAY COMPANY

FORT SMITH AND VAN BUREN RAILWAY COMPANY

JOPLIN UNION DEPOT COMPANY

LOUISIANA & ARKANSAS RAILWAY COMPANY

and

THEIR EMPLOYEES REPRESENTED BY

CERTAIN NON-OPERATING LABOR

ORGANIZATIONS SIGNATORY HERETO

Due to change in postal regulations of the Post Office Department of the United States of America, whereby so-called "certified mail" has been substituted for "registered mail" in the handling of certain types of letters and other papers unless of monetary value, it is hereby agreed by the parties signatory hereto that the additional words "or certified" shall be considered as inserted following the word "registered" wherever the latter is used in any and all paragraphs of Section 5 of the Union Shop Agreement of March 30, 1953.

Signed at Kansas City, Missouri, this 25th day of August, 1955.

(Signatures are not here reproduced)
MEMORANDUM OF AGREEMENT

BETWEEN

THE KANSAS CITY SOUTHERN RAILWAY COMPANY
LOUISIANA & ARKANSAS RAILWAY COMPANY

AND

RAILROAD YARDMASTERS OF AMERICA

This Memorandum of Agreement shall have application to yardmasters (including extra or unassigned) employed at Doramus Yard, Shreveport, Louisiana.

1. An extra or unassigned yardmaster will, when relieving a regular assigned yardmaster on a known vacancy, assume the conditions and rest days of the regular assignment.

2. If a regular assigned yardmaster starts his vacation the day preceding his rest day, the extra yardmaster will work that one day, then take the assigned rest day.

3. If a regular assigned yardmaster lays off the preceding day or the day following the three assigned rest days of the three regular yardmaster positions and the length of time he is to be off is unknown, the extra yardmaster will be allowed to work the position until the following assigned rest day of the position. Should the regular assigned yardmaster return to work before the rest day, the extra yardmaster will then return to the Extra Board and protect any vacancy that exists.

4. An extra yardmaster who is on vacation will not be used as yardmaster when a regular assigned yardmaster desires to work at penalty rate.

5. A regular assigned yardmaster who desires to work his rest day or other vacancy at penalty rate when no extra yardmasters are available will make written requests to the Terminal Trainmaster, stating his desires.
6. If no extra yardmaster is available to relieve a regular assigned yardmaster on his assigned rest day, the incumbent of the position will have the privilege of working the position if he so desires. If the incumbent does not desire to protect the vacancy, then the oldest regular assigned yardmaster who has made application for extra work as per Article 5 will be used.

7. If a regular assigned yardmaster lays off after starting his day's work, an extra yardmaster will be called to finish the shift if the remaining time is four hours or more. If less than four hours remain, the yardmaster who is to work the succeeding shift will be used at the penalty rate for time worked in advance of regular assignment.

8. A yardmaster will not work a shift as yardmaster and then work a shift in another capacity, or vice versa, without having eight hours off duty except in a case of emergency when no other qualified men are available.

9. This agreement shall become effective March 1, 1968.

Signed at Kansas City, Missouri, this 5th day of February, 1968.

FOR THE EMPLOYEES:  

General Chairman

General Chairman

FOR THE CARRIERS:

Vice President - Personnel
DUES DEDUCTION AGREEMENT

Between

THE KANSAS CITY SOUTHERN RAILWAY COMPANY
LOUISIANA & ARKANSAS RAILWAY COMPANY

And

RAILROAD YARDMASTERS OF AMERICA

The parties hereto, The Kansas City Southern Railway Company and Louisiana & Arkansas Railway Company (hereinafter referred to as the Carrier) and Railroad Yardmasters of America (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, periodic membership dues, initiation fees, assessments and insurance premiums (not including fines and/or penalties), uniformly required as a condition of acquiring or retaining membership in the Union, and to pay to the Union the amounts so deducted and withheld.

(1) The wage assignment authorization shall be on a card of a type 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, to be furnished by Carrier, (see Exhibits A and B) will be in card form (3-1/4" x 7-3/8").

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, at least 30 days in advance of the first payroll deduction scheduled for each individual. 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 Union shall furnish to the Comptroller of the Carrier, at least 30 days in advance of the payroll deduction date which deductions are to be made, a certified statement (see Exhibit C), 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 list, and the dues deduction amounts may not be changed more often than once every three months.

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

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

(b) Amounts due the Carrier.

(c) Insurance premiums, other than insurance premiums referred to in this agreement.
(d) Prior valid assignments and deductions.

If the earnings of any employee, after all decisions having priority have been made, are insufficient to remit the full amount of deductions authorized by said employee hereunder, no deduction for dues, initiation fees, assessments and insurance premiums on behalf of the Union shall be made by the Carrier from the wages of said 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, 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, initiation fees, 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) The Carrier will make quarterly remittances not later than the 25th day of the month following the months of March, June
September, and December. At the time of making such remittance the Carrier will furnish the Treasurer of each local lodge with an alphabetical list (in triplicate) of employees from whom deductions were made. Such lists will include the employee’s name, Social Security number or payroll identification number, and the amount of union dues deducted from the pay of each employee.

(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 any 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 hereinafter, 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 ... the pay dates of payroll procedures.

This agreement will become effective January 1, 1974, and will remain in effect subject to the provisions of the Railway Labor Act.

Signed at Kansas City, Missouri, this 1412 day of ____, 1973.

FOR THE UNION: FOR THE CARRIER:

General Chairman, Vice President - Personnel
RAILROAD YARDMASTERS OF THE KANSAS CITY SOUTHERN RAILWAY CO.
AMERICA LOUISIANA & ARKANSAS RAILWAY CO.
EXHIBIT "A"

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

Effective with the second payroll period of __________________________ 19

EMPLOYEE NAME (PRINT) ________________ SOCIAL SECURITY NO. ________________ OCCUPATION ________________

LOCATION OR DIVISION ___________________________ NAME OF UNION ___________________________ LOCAL NUMBER ___________________________

I authorize the Kansas City Southern Lines to deduct from my wages periodically, until cancelled, union dues, assessments, and insurance premiums, as provided in Dues Deduction Agreement.

DATE SIGNED ___________________________ EMPLOYEE SIGNATURE ___________________________

HOM: ADDRESS ___________________________ P-1842

EXHIBIT "B"

KANSAS CITY SOUTHERN LINES
Payroll Deduction Cancellation of Periodic Union Dues

Effective with the second payroll period of ___________________________ 19 __________ I request

(SHOW MONTH)

that payroll deductions be cancelled for periodic union dues now being withheld from my wages in accordance with Dues Deduction Agreement.

LOCAL NUMBER ___________________________ NAME OF UNION ___________________________ EMPLOYEE SIGNATURE ___________________________

SOCIAL SECURITY NUMBER ___________________________ OCCUPATION ___________________________

DATE SIGNED ___________________________ P-1843
EXHIBIT "C" - 1

KANSAS CITY SOUTHERN LINES
MASTER DEDUCTION LIST

ACCOUNTING DEPT. USE ONLY

MO. __________ PERIOD ______ YEAR ______

DEDUCTION CODE NO. ____________________________ SHEET _______ OF _______ SHEETS

___/___/19

EFFECTIVE WITH THE SECOND PAYROLL PERIOD OF __________________, 19 __________.
THE UNDERSIGNED ___________________ OF THE ____________________________;
HEREBY CERTIFIES TO THE KANSAS CITY SOUTHERN LINES THAT DUES AND INSURANCE
PREMIUMS, IN THE AMOUNTS HEREBY LISTED, ARE DUE AND PAYABLE TO THE
________________________ EACH MONTH BY THE RESPECTIVE EMPLOYEES OF THE AFORESAID
CARRIER LISTED BELOW; AND, UPON THE INDIVIDUAL WRITTEN ASSIGNMENT OF ANY SUCH
EMPLOYEE, THE AFORESAID CARRIER MAY PROPERLY DEDUCT FROM ANY WAGES DUE AND
PAYABLE TO SUCH EMPLOYEE, THE TOTAL AMOUNT LISTED OPPOSITE HIS NAME.

SIGNED __________________________

TITLE __________________________

LOCAL NUMBER ____________________

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Mr. J. H. McDonald, General Chairman (2)  
Railroad Yardmasters of America  
7108 Virginia  
Kansas City 31, Mo.

Mr. E. D. Strange, General Chairman (2)  
Railroad Yardmasters of America  
P. O. Box 1017  
Shreveport, Louisiana

Gentlemen:

When you gentlemen were here a few weeks ago, I intended, but did not get around to it, to discuss with you the following understanding now in effect between the Milwaukee Railway and Railroad Yardmasters of America on the Joint Agency at Kansas City, concerning Article III of National Agreement dated November 29, 1967, insofar as it pertains to Yardmaster's Birthday Holiday:

"In the application of Article III, Section 1, of National Agreement dated November 29, 1967, when a yardmaster's birthday falls on an assigned day of his work week and his position is worked that day, he will be given the option of taking the day off with regular pay or working his regular position and receiving the time and one-half rate for working, in addition to his regular pay."

The above understanding appears to be working satisfactorily at Kansas City, and for the sake of uniformity I am agreeable to applying it to KCS yardmasters at Kansas City, as well as to those on the L&A and the remainder of the KCS.

If this is acceptable, please sign the enclosed duplicate copy of this letter and return it to me for our file.

Yours very truly,

[Signature]

General Chairman, R. Y. of A.
MEMORANDUM OF AGREEMENT

Between

THE KANSAS CITY SOUTHERN RAILWAY COMPANY

And

RAILROAD YARDMASTERS OF AMERICA

In connection with Memorandum of Agreement of November 22, 1978, concerning yardmaster forces at Kansas City, Missouri, it is further agreed that Article 1 — Scope, of the Yardmaster Agreement, effective March 1, 1956, is amended, effective November 22, 1978, by deletion of "Kansas City" from the exception of such Agreement.

Signed at Kansas City, Missouri this 22nd day of November 1978.

FOR:

RAILROAD YARDMASTERS OF AMERICA

C.E. Phillips  
General Chairman, KCS

Vice President - Personnel

THE KANSAS CITY SOUTHERN RAILWAY COMPANY

F. J. O'Keany

President

TITLE: Vice President - Personnel

Railroad Yardmasters of America
Railroad Yardmasters of America  
Kansas City Southern Railway  
Local Lodge No. 96

December 7, 1978

Mr. J. L. Deveney  
Vice President Personnel  
KCS-L&A Railway Company  
110 West 11th Street  
Kansas City, Missouri 64105

Dear Sir:

KCS-L&A railroad yardmasters Local Lodge No. 96 want to exercise the option of taking the National Supplemental Sickness Benefit Plan Agreement dated October 31, 1978, between the railroads represented by the National Carriers Conference and the Railroad Yardmasters of America.

Sincerely,

C. E. Phillips  
General Chairman  
KCS-L&A Local Lodge No. 96
December 14, 1978
013.298 KCS L&A JA
013.298.16 KCS L&A JA

Mr. C. E. Phillips, General Chairman
Railroad Yardmasters of America
7611 East 52nd Terrace
Kansas City, Missouri 64129

Dear Sir:


Our records are being noted accordingly and our present practice of compensating yardmasters for sick pay will be cancelled December 31, 1978.

Yours very truly,

(Signed) J. L. Deveney

J. L. Deveney,
Vice President-Personnel

bcc: Mr. J. F. Griffin,
Director of Labor Relations
National Railway Labor Conference
Suite 500
1901 L Street, N. W.
Washington, D. C., 20036

Please arrange to include yardmasters on the KCS, L&A and the Milwaukee-Kansas City Southern Joint Agency under such plan.
MEMORANDUM OF AGREEMENT

Between

THE KANSAS CITY SOUTHERN RAILWAY COMPANY
CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

And

RAILROAD YARDMASTERS OF AMERICA

In connection with the coordination of yardmaster forces on the Milwaukee-Kansas City Southern Joint Agency at Kansas City, Missouri, in accordance with ICC Finance Docket 13085, it is hereby agreed:

1. It is understood such coordinated forces will be under the supervision of Milwaukee-Kansas City Southern Joint Agency officials; that they will be carried on the Joint Agency pay rolls; and that they will be covered by the Agreement between The Kansas City Southern Railway Company - Louisiana & Arkansas Railway Company and Railroad Yardmasters of America effective March 1, 1956.

2. The present seniority rosters on the KCS at Kansas City, Missouri and the CMSt&P at Kansas City, Missouri will be dovetailed into a single Joint Agency seniority roster in the order and as set forth in Exhibit A. Yardmasters will handle work of either or both Companies.

3. Joint Agency employees whose names appear in Exhibit A shall retain their "home road" identity with respect to other seniority rights.
4. It is agreed that the present Assistant General Yardmaster rate of pay will remain in effect and on the effective date of this Agreement, the former "Milwaukee" yardmaster rates of pay will become the standard rate of pay and the rate of pay of former "KCS" yardmasters will be increased and thereafter compensated on the basis of such standard rate of pay.

5. Present regularly assigned Yardmasters, as listed,

- G. B. Eberts
- H. D. Breshears
- C. E. Phillips
- R. V. Jacobi
- A. H. King
- E. A. Lang
- L. M. McCarty
- R. D. Taylor
- S. Soulis
- O. G. Simmons
- J. E. Ray
- J. E. Tatum

for a period of sixty (60) months, will only be deprived of a yardmaster position as a result of resignation, death, retirement or dismissal for cause. During such protective period, the
first yardmaster vacancy as a result of one of the above listed yardmasters leaving such position, as a result of any of the above causes, will be advertised for bids and Mr. G. E. Thexton, the senior extra yardmaster will be required to exercise his seniority date of July 13, 1973, in the filling of such vacancy or any subsequent vacancies as a result thereof and he will also continue under such above protective conditions if he accepts such position. His failure to acquire such yardmaster position will result in forfeiture of his protection, as above provided. Until such time as he has an opportunity to obtain employment as a regular yardmaster, his earnings will be protected for a sixty (60) month period and he will be paid an allowance for any month, during such period, wherein his current earnings, in any position his seniority will permit, are less than the current earnings of a yardmaster on the basis of forty (40) hours per week. Voluntary absences may be deducted from such allowances.

6. A transfer allowance of fifteen (15) minutes, at the pro rata rate of pay, will be allowed to the relieving yardmaster when actual transfers are made.
Signed at Kansas City, Missouri this 10th day of January, 1979.

FOR:

RAILROAD YARDMASTERS OF AMERICA

C. E. Phillips
General Chairman, KCS

J. T. Learney
Vice President - Personnel

FOR:

THE KANSAS CITY SOUTHERN RAILWAY COMPANY

General Chairman, CMStP&P

Paul C. Merten (and)

General Chairman, CMStP&P

CHICAGO, MILWAUKEE, ST. PAUL & PACI RAILROAD COMPANY

APPROVED:

V. W. Merritt
President
EXHIBIT "A"


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<td>A. H. King</td>
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EXTRA LIST

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<td>J. J. Wyker</td>
<td>11-22-78</td>
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<td>R. G. Carter</td>
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# Off Disability
* Supervisor

Kansas City, Missouri
November 22, 1978
June 1, 1979

Mr. J. L. Deveney, Vice President-Personnel
The Kansas City Southern Railway Company
K & A Railway Co.
11th West Eleventh Street
Kansas City, Missouri 64105

Dear Mr. Deveney:

Referring to the attached which is copy of yours of May 18, 1979 (013.298) and to our discussion on May 1, 1979 at St. Simons Island.

I concur with the conditions as stated in your letter of May 1st with obvious exceptions. It is not intended to agree to carte blanche permission for all future time for Carrier to violate this Organization's Agreement.

It is agreed that with the present conditions the matter is settled with the agreed to job establishments as stated in your letter. With the further understanding that should there come a time when these conditions change and the terminals mentioned are expanded, enlarged or a greater degree of business handled than at the present time, our agreement rights to the yardmaster work and duties in these terminals mentioned are not intended to be waived because of this settlement.

With that understanding, I concur to yours of May 18, 1979.

Very truly yours,

Robert F. O'Leary
Vice President

PS Will you please advise when the positions have been establishe
May 18, 1979
013.298

Mr. R. F. O'Leary, Vice President (2)
Railroad Yardmasters of America
268 Elmdorf Avenue
Rochester, New York

Dear Sir:

Referring further to our discussions at the N.M.B.
meeting, at St. Simons Island, Georgia, on May 1, 1979, con-
cerning yardmaster positions at various locations on our pro-

Excluding Kansas City, Missouri, our discussions
involved Pittsburg, Kansas; Heavener, Oklahoma; Lake Charles,
Leesville, Baton Rouge, New Orleans and Minden, Louisiana and
Beaumont and Greenville, Texas. Positions have been estab-
lished at Baton Rouge and New Orleans, Louisiana and it was
further agreed that Carrier would establish one daylight, five
day position, without rest day relief, at Beaumont, Texas and
a similar position at Greenville, Texas.

It was further agreed that the Organization would not
pursue its request at the other points and that when our Port
Neches facilities are completed and if Management decides that
one complete set of yardmasters can handle the entire Port
Arthur - Beaumont - Port Neches area, the Beaumont position
may be abolished with proper notice and Organization would not
dispute such action. In addition, when our operations are
phased out at Greenville, that position may be abolished with
proper notice, without Organization protest, with the under-
standing that yardmaster duties are not performed by others.
If this correctly reflects your understanding of this matter, please indicate your approval on copy of this letter and return to me for my file.

Yours very truly,

J. L. Deveney,
Vice President-Personnel

I Concur:

______________________________
Vice President
Railroad Yardmasters of America
MEMORANDUM OF AGREEMENT

Between

THE KANSAS CITY SOUTHERN RAILWAY COMPANY

And

RAILROAD YARDMASTERS OF AMERICA

In full disposition of Section VI Notice dated November 12, 1984, the following was agreed to by the Parties:

1. It is understood Carrier will have the right to install mechanical devices (cameras) or make other technological changes for the purpose of controlling Carrier's Kansas City Yards.

2. Effective May 1, 1985, all Yardmasters as listed on the January 1, 1985, Kansas City Seniority Roster will be allowed an arbitrary allowance of $2.50 for each day worked. The January 1, 1985 Yardmasters Seniority Roster is attached hereto and made a part of this Agreement as Attachment "A".

3. The $2.50 allowance will not be subject to escalation or increase, nor will it be subject to cost-of-living adjustments made National or otherwise.

4. This Agreement will apply at Kansas City, Missouri only.

5. The arbitrary allowance stated in this Agreement will be applicable to the individuals shown on the January 1, 1985 Yardmasters Seniority Roster so long as they are in the Yardmasters' Craft.

6. This Agreement will not be affected in any way by the current National negotiations or
by the National Agreement resulting from
the current National negotiations.

FOR:

RAILROAD YARDMASTERS OF
AMERICA

C. E. Phillips
C. E. Phillips,
General Chairman

FOR:

THE KANSAS CITY SOUTHERN RAILWAY
COMPANY

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

APPROVED:

J. L. Roy
J. L. Roy,
Grand Vice President
YARDMASTERS SENIORITY ROSTER

<table>
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* Supervisor    # Off-Disability

CC:

Mr. W. N. Deramus, IV
Mr. W. F. Plattenberger
Mr. J. L. Deveney
Mr. L. W. Harrington
Mr. C. E. Phillips
Mr. J. E. Brodbeck

ALL YARDMASTERS

ATTACHMENT "A"