

Addendum No. 2(a)

(Excerpts from National June 25, 1964 Agreement)

This Agreement made this 25th day of June, 1964, by and between the participating carriers listed in Exhibits A, B and C attached hereto and made a part thereof and represented by the National Railway Labor Conference and the Eastern, Western and Southeastern Carriers' Conference Committees, and the employees of such carriers shown thereon and represented by the Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Enginemen, Order of Railway Conductors and Brakemen, Brotherhood of Railroad Trainmen, and the Switchmen's Union of North America.

IT IS HEREBY AGREED:

ARTICLE I Paid Holidays

Section 1: (Not applicable to engineers)

Section 2:

The following provisions shall apply to regularly assigned engineers, firemen, hostlers and hostler helpers represented by an organization party hereto in yard service, and regularly assigned road service employees paid on a daily basis:

(a) Each regularly assigned engineer, fireman, hostler and hostler helper represented by an organization party hereto in yard service, and each regularly assigned road service employee in local freight service, including road switchers, roustabout runs, mine runs, or other miscellaneous service employees, who are confined to runs of 100 miles or less and who are therefore paid on a daily basis without a mileage component, and who meet the qualifications set forth in paragraph (c) hereof, shall receive one basic day's pay at the rate for the class and craft of service in which last engaged for each of the following enumerated holidays when such holidays fall on the assigned workday of the work week of the individual employee:

New Year's Day
Washington's Birthday
Decoration Day
Fourth of July
Labor Day
Thanksgiving Day
Christmas Day

Only one basic day's pay shall be paid for the holiday irrespective of the number of shifts or trips worked.

NOTE: When any of the above-listed holidays fall on Sunday, the day observed by the State or Nation shall be considered the holiday.

(b) Any of the employees described in paragraph (a) hereof who works on any of the holidays listed in paragraph (a) hereof shall be paid at the rate of time and one-half for all services performed on the holiday with a minimum of one and one-half times the rate for the basic day.

(c) To qualify for holiday pay, a regularly assigned employee referred to in paragraph (a) hereof must be available for or perform service as a regularly assigned employee in the classes of service referred to on the work days immediately preceding and following such holiday, and if his assignment works on the holiday, the employee must fulfill such assignment. However, a regularly assigned employee whose assignment is annulled, cancelled or abolished, or a regularly assigned employee who is displaced from a regular assignment as a result thereof on (1) the workday immediately preceding the holiday, (2) the holiday, or (3) on the workday immediately following the holiday will not thereby be disqualified for holiday pay provided he does not lay off on any of such days and makes himself available for service on each of such days excepting the holiday in the event the assignment does not work on the holiday, and the holiday falls on a workday of his assignment. If the holiday falls on the last day of an employee's work week, the first workday following his "days off" shall be considered the work day immediately following. If the holiday falls on the first work day of his work week, the last workday of the preceding work week shall be considered the workday immediately preceding the holiday.

(d) Weekly or monthly guarantees shall be modified to provide that where a holiday falls on the work day of the assignment, payment of a basic day's pay pursuant to paragraph (a) hereof, unless the regularly assigned employee fails to qualify under paragraph (c) hereof, shall be applied toward such guarantee. Nothing in this Section shall be considered to create a guarantee where none now exists, or to change or modify rules or practices dealing with the carrier's right to annul assignments on the holidays enumerated in paragraph (a) hereof.

(e) That part of all rules, agreements, practices or understandings which require that crew assignments or individual assignments in the classes of service referred to in paragraph (a) hereof be worked a stipulated number of days per week or month will not apply to the seven holidays herein referred to but where such an assignment is not worked on a holiday, the holiday payment to qualified employees provided by this rule will apply.

(f) As used in this rule, the terms "workday" and "holiday" refer to the day to which service payments are credited.

Section 3:

The following provisions shall apply to extra engineers, firemen, hostler and hostler helpers represented by an organization party hereto on seniority rosters that confine exercise of seniority to a particular yard or yards:

(a) Extra engineers, firemen, hostlers and hostler helpers represented by an organization party hereto on seniority rosters which confine the exercise of seniority to a particular yard or yards, who meet the qualifications provided in paragraph (b) of this Section 3 shall receive one basic day's pay at the pro-rata rate on any of the following holidays:

- New Year's Day
- Washington's Birthday
- Decoration Day
- Fourth of July
- Labor Day
- Thanksgiving Day
- Christmas Day

if any of the above-designated holidays falls on a work day of the work week as defined in paragraph (c) hereof.

Only one basic day's pay shall be paid for the holiday irrespective of the number of shifts worked. If more than one shift is worked on the holiday, the allowance of one basic day's pay shall be at the rate of pay of the first tour of duty worked.

NOTE: When any of the above listed holidays falls on Sunday, the day observed by the State or Nation shall be considered the holiday.

(b) To qualify, an extra yard service employee must:

(1) perform yard service on the calendar days immediately preceding and immediately following the holiday, and be available for yard service the full calendar day on the holiday; or,

(2) be available for yard service on the full calendar days immediately preceding and immediately following the holiday and perform yard service on such holiday; or,

(3) if such employee cannot qualify under Section 3 (b) (1) or (b) (2), then in order to qualify he must be available for yard service on the full calendar days immediately preceding and immediately following and the holiday, or perform yard service on any one or more of such days and be so available on the other day or days.

NOTE: For the purpose of Section 3(b) (1), (2) and (3), an extra yard service employee will be deemed to be available if he is ready for yard service and does not lay off of his own accord, or if he is required by the carrier to perform other service (within that yard) in accordance with rules and practices on the carrier.

(c) For purposes of this Section 3, the work week for extra yard service employees shall be Monday through Friday, both days inclusive. If the holiday falls on Friday, Monday of the succeeding week shall be considered the work day immediately following. If the holiday falls on Monday, Friday of the preceding week shall be considered the work day immediately preceding the holiday.

NOTE: This work week shall not be applied to extra yard service employees who have scheduled days off other than Saturday and Sunday, in which event the same principles outlined above will apply in determining the work days immediately preceding and following the holiday.

(d) Any of the extra yard service employees described in paragraph (a) of this Section 3 who work on any of the holidays listed herein shall be paid at the rate of time and one-half for all services performed on the holiday with a minimum of one and one-half times the rate for the basic day.

(e) As used in this Section 3, the terms "calendar day" and "holiday" on which yard service is performed refer to the day to which service payments are credited.

NOTE 1: An employee subject to this Section 3 whose service status changes from an extra yard service employee to a regularly assigned yard service employee or vice versa on one of the qualifying days shall receive the basic day's pay provided in paragraph (a) of Section 3 provided (1) he meets the qualifications set forth in paragraph (b) of Section 3 on the day or days he is an extra service employee, and (2) he meets the qualifications set forth in

paragraph (c) of Section 2 on the day or days he is a regularly assigned yard service employee, provided further, that a regularly assigned yard service employee who voluntarily changes his service status to an extra yard service employee on any of the three qualifying days shall not be entitled to receive the pay provided for in paragraph (a) of Section 3.

NOTE 2: The term "yard service" as used herein applies only to yard service paid for on an hourly or daily basis and subject to yard rules and working conditions.

ARTICLE II Expenses Away From Home

Section 1:

When the carrier ties up a road service crew (except short turnaround passenger crews), or individual members thereof, at a terminal (including tie-up points named by assignment bulletins, or presently listed in schedule agreements, or observed by practice, as regular points for tying up crews) other than the designated home terminal of the crew assignment for four (4) hours or more, each member of the crew so tied up shall be provided suitable lodging at the carrier's expense or an equitable allowance in lieu thereof. Suitable lodging or an equitable allowance in lieu thereof shall be worked out on a local basis. The equitable allowance shall be provided only if it is not reasonably possible to provide lodging.

If an allowance is being made in lieu of lodging as well as other considerations under provisions of existing agreements, the amount attributed only to lodging shall be removed if suitable lodging is supplied, or offset against an equivalent allowance. This shall be worked out on a local basis.

The provisions of this Section shall be made effective at a date no later than 30 days following the effective date of this Agreement.

SECTION 2:

When the carrier ties up a road service crew (except short turnaround passenger crews), or individual members thereof, at a terminal (as defined in Section

1 of this Article II) other than the designated home terminal for four (4) hours or more, each member of the crew so tied up shall receive a meal allowance of \$1.50.

NOTE: For the purpose of Section 1 and 2 of this Article II, extra board employees shall be provided with lodgings and meal allowance in accordance with the rule governing the granting of such allowance to the crew they join; that is, the designated home terminal will be the designated terminal of the crew assignment.

(Signatures Not Reproduced)

Addendum No. 2(b)

July 28, 1967

Mr. P. S. Heath
Grand Chief Engineer
Brotherhood of Locomotive Engineers
1118 B. of L. E. Building
Cleveland, Ohio 44114

Dear Mr. Heath:

It is understood that when a regularly assigned employee, holding an assignment subject to Article I, Section 2, of the Agreement of June 25, 1964, who performs compensated service at least one day on his regular assignment in the week in which the holiday falls, is required to be used off his assignment to protect other service on one or both qualifying days and/or on the holiday, performing or being available for the service he is called to protect will qualify him to receive the holiday basic day's pay at the rate of his regular assignment. He will be paid at the rate of time and one-half for service performed on the holiday provided he works on his regular assignment, and only then if he meets the qualifying requirements, set forth in Article I, Section 2(c), as interpreted herein.

A regularly assigned employee holding an assignment which is not subject to Article I, Section 2, but who is called to protect other service on an assignment which is subject to Article I, Section 2, will qualify for payment of the basic day for the holiday if he is available for or performs service on such assignment on the qualifying days and on the holiday, provided no other employee qualifies for holiday pay on such position. If the assignment works on the holiday, he will be paid at the rate of time and one-half for service performed on the holiday.

Will you please confirm your acceptance of this understanding by affixing your signature in the space provided therefor at the lower left hand corner of this communication.

Yours very truly,

(Signed) *J. E. Wolfe*

ACCEPTED:

(Signed) *P. S. Heath*

Addendum No. 2(c)

Excerpts from National Agreement March 10, 1969

ARTICLE III Holiday Pay

Effective January 1, 1969, the existing rule covering pay for holidays, set forth in Article I of the Agreement of June 25, 1964 and letter of understanding dated July 28, 1967, is hereby amended to provide that:

(a) An eighth paid holiday, to be designated and added to the list of the seven enumerated holidays now provided in the above identified Agreements, shall be included and identified as:

" . . . and the Employee's Birthday"

(b) The requirement that a designated holiday must fall on a workday of the workweek of the individual employee for him to receive holiday pay will be eliminated by making the following changes in Article I of the Agreement of June 25, 1964:

(i) Striking out the following language now contained in Section 2(a):

". . . when such holidays fall on the assigned work day of the work week of the individual employee"

and the following language now contained in Section 2(c):

". . . and the holiday falls on a workday of his assignment."

(ii) In Section 3(a), changing the phrase "any of the following holidays" preceding the list of holidays to "each of the following holidays" and striking out the following language which now follows such list:

". . . if any of the above-designated holidays falls on a work day of the work week as defined in paragraph (c) hereof,"

(iii) Eliminating the provision of Section 3(c) of Article I of the Agreement of June 25, 1964.

(c) The provision of Section 3 of Article I of the Agreement of June 25, 1964, will apply to extra employees on a common extra list protecting both road and yard service, to whom compensation for yard or hostling service has been credited on eleven (11) or more of the thirty (30) calendar days immediately preceding the holiday; and Section 3 will be amended accordingly.

(d) The eighth paid holiday, the "Birthday Holiday", shall be applied in the following manner:

(i) The employee must qualify for his birthday holiday in the same manner as other designated holidays, except that he will not be required to work or be available for work on the birthday holiday to qualify for holiday pay if he so elects by giving reasonable notice to his supervisor of his intention to be off on the birthday holiday.

(ii) An employee whose birthday falls on February 29 may, on other than leap years, by giving reasonable notice to his supervisor, have February 28 or the day immediately preceding the first day during which he is not scheduled to work following February 28 considered as his birthday for the purposes of this Article. If an employee's birthday falls on one of the seven listed holidays, he may, by giving reasonable notice to his supervisor, have the following day or the day immediately preceding the first day during which he is not scheduled to work following such holiday considered as his birthday for the purposes of the Article.

(e) When one or more designated holidays fall during the vacation period of the employee, his qualifying days for holiday pay purposes shall be his workdays immediately preceding or following the vacation period. In road service, lost days preceding or following the vacation period due to the away-from-home operation of the individual's run shall not be considered to be workdays for qualifying purposes.

(f) Not more than one time and one-half payment will be allowed in addition to the "one basic day's pay at the pro rata rate," for service performed during a single tour of duty on a holiday.

ARTICLE IV Payments to Employees Injured Under Certain Circumstances

Where employees sustain personal injuries or death under the conditions set forth in paragraph (a) below, the Carrier will provide and pay such employees, or

their personal representative, the applicable amounts set forth in paragraph (b) below, subject to the provisions of other paragraphs in this Article.

(a) Covered Conditions:

This Article is intended to cover accidents involving employees covered by this Agreement while such employees are riding in, boarding, or alighting from off-track vehicles authorized by the carrier and are:

- (1) Deadheading under orders; or
- (2) Being transported at carrier expense.

(b) Payments to Be Made:

In the event that any one of the losses enumerated in subparagraphs (1), (2) and (3) below result from an injury sustained directly from an accident covered in paragraph (a) and independently of all other causes and such loss occurs or commences within the time limits set forth in subparagraphs (1), (2) and (3) below, the carrier will provide, subject to the terms and conditions herein contained, and less any amounts payable under Group Policy Contract GA-23000 of the Travelers Insurance Company or any other medical or insurance policy or plan paid for in its entirety by the carrier, the following benefits:

(1) Accidental Death or Dismemberment:

The carrier will provide for loss of life or dismemberment occurring within 120 days after date of an accident covered in paragraph (a):

Loss of Life	\$100,000
Loss of Both Hands	100,000
Loss of Both Feet	100,000
Loss of Sight of Both Eyes	100,000
Loss of One Hand and One Foot	100,000
Loss of One Hand and Sight of One Eye	100,000
Loss of One Foot and Sight of One Eye	100,000
Loss of One Hand or One Foot or Sight of One Eye	50,000

"Loss" shall mean, with regard to hands and feet, dismemberment by severance through or above wrist or ankle joints; with regard to eyes, entire and irrecoverable loss of sight.

Not more than \$100,000 will be paid under this paragraph to any one employee or his personal representative as a result of any one accident.

(2) Medical and Hospital Care:

The carrier will provide payment for the actual expense of medical and hospital care commencing within 120 days after an accident covered under paragraph (a) of injuries incurred as a result of such accident, subject to limitation of \$3,000 for any employee for any one accident, less any amounts payable under Group Policy Contract GA-23000 of the Travelers Insurance Company or under any other medical or insurance policy or plan paid for in its entirety by the carrier.

(3) Time Loss:

The carrier will provide an employee who is injured as a result of an accident covered under paragraph (a) hereof and who is unable to work as a result thereof commencing within 30 days after such accident 80% of the employee's basic full-time weekly compensation from the carrier for time actually lost, subject to a maximum payment of \$100.00 per week for time lost during a period of 156 continuous weeks following such accident provided, however, that such weekly payment shall be reduced by such amounts as the employee is entitled to receive as sickness benefits under provisions of the Railroad Unemployment Insurance Act.

(4) Aggregate Limit:

The aggregate amount of payments to be made hereunder is limited to \$1,000,000 for any one accident and the carrier shall not be liable for any amount in excess of \$1,000,000 for any one accident irrespective of the number of injuries or deaths which occur in or as a result of such accident. If the aggregate amount of payments otherwise payable hereunder exceeds the aggregate limit herein provided, the carrier shall not be required to pay as respects each separate employee a greater proportion of such payments than the aggregate limit set forth herein bears to the aggregate amount of all such payments.

(c) Payment in Case of Accidental Death:

Payment of the applicable amount for accidental death shall be made to the employee's personal representative for the benefit of the persons designated in, and according to the apportionment required by the Federal Employers Liability Act (45 U.S.C. 51 et seq., as amended), or if no such person survives the employee, for the benefit of his estate.

(d) Exclusions:

Benefits provided under paragraph (b) shall not be payable for or under any of the following conditions:

- (1) Intentionally self-inflicted injuries, suicide or any attempt thereat, while sane or insane;
- (2) Declared or undeclared war or any act thereof;
- (3) Illness, disease, or any bacterial infection other than bacterial infection occurring in consequence of an accidental cut or wound;
- (4) Accident occurring while the employee driver is under the influence of alcohol or drugs, or if an employee passenger who is under the influence of alcohol or drugs in any way contributes to the cause of the accident;
- (5) While an employee is a driver or an occupant of any conveyance engaged in any race or speed test;
- (6) While an employee is commuting to and/or from his residence or place of business.

(e) Offset:

It is intended that this Article IV is to provide a guaranteed recovery by an employee or his personal representative under the circumstances described, and that receipt of payment thereunder shall not bar the employee or his personal representative from pursuing any remedy under the Federal Employers Liability Act or any other law; provided, however, that any amount received by such employee or his personal representative under this Article may be applied as an offset by the railroad against any recovery so obtained.

(f) Subrogation:

The carrier shall be subrogated to any right of recovery an employee or his personal representative may have against any party for loss to the extent that the carrier has made payments pursuant to this Article.

The payments provided for above will be made, as above provided, for covered accidents on or after July 1, 1969.

It is understood that no benefits or payments will be due or payable to any employee or his personal representative unless such employee, or his personal representative, as the case may be, stipulates as follows:

"In consideration of the payment of any of the benefits provided in Article IV of the Agreement of March 10, 1969

(Employee or Personal Representative)

agrees to be governed by all of the conditions and provisions said and set forth by Article IV."

Savings Clause:

This Article IV supersedes as of July 1, 1969 any agreement providing benefits of a type specified in Paragraph (b) hereof under the conditions specified in Paragraph (a) hereof; provided, however, any individual railroad party hereto, or any individual committee representing employees party hereto, may by advising the other party in writing by June 2, 1969, elect to preserve in its entirety an existing agreement providing accident benefits of the type provided in this Article IV in lieu of this Article IV.

Addendum No. 2(d)

(Excerpts from National Agreement of May 13, 1971:)

ARTICLE VII--EXPENSES AWAY FROM HOME

1. Effective June 1, 1971 Article II (Expenses Away From Home) of the June 25, 1964 Agreement is amended to cover extra men filling temporary vacancies at outlying points subject to the following additional conditions:

- (a) The outlying point must be either 30 miles or more from the terminal limits of the location where the extra list from which called is maintained, or 60 miles or more from the reporting point of the extra list from which called.
- (b) Lodging or allowances in lieu thereof where applicable will be provided only when extra men are held at the outlying point for more than one tour of duty and will continue to be provided for the periods held for each subsequent tour of duty.

2. It is agreed that the parties signatory to this agreement will continue negotiations on the matter of further increasing expenses-away-from-home allowances. Any such increase agreed upon to become effective January 1, 1973.

ARTICLE X--JURY DUTY

When an employee is summoned for jury duty and is required to lose time from his assignment as a result thereof, he shall be paid for actual time lost with a maximum of a basic day's pay at the straight time rate of his position for each calendar day lost less the amount allowed him for jury service for each such day, excepting allowances paid by the court for meals, lodging or transportation, subject to the following qualification requirements and limitations:

- (1) An employee must exercise any right to secure exemption from the summons and/or jury service under federal, state or municipal statute and will be excused from duty when necessary without loss of pay to apply for the exemption.
- (2) An employee must furnish the carrier with a statement from the court of jury allowances paid and the days on which jury duty was performed.
- (3) The number of days for which jury duty pay shall be paid is limited to a maximum of 60 days in any calendar year.

- (4) No jury duty pay will be allowed for any day as to which the employee is entitled to vacation or holiday pay.

This rule shall become effective January 1, 1973, except that existing rules on individual properties may be retained by the organizations in lieu of this rule by the General Chairman or General Chairmen giving written notice to the carrier or carriers involved at any time within ninety days after the date of this Agreement.

ARTICLE XI -- HOLIDAYS

Effective January 1, 1973, the existing rule covering pay for holidays, set forth in Article I of the Agreement of June 25, 1964, as amended is hereby amended to designate Veterans Day as a ninth paid holiday and to add it to the list of enumerated holidays now provided in such Agreement, as amended.

Addendum No. 2(e)

013.21 KCS L&A

MEMORANDUM OF AGREEMENT

On June 25, 1964, certain railroads (including The Kansas City Southern Railway Company and Louisiana & Arkansas Railway Company) represented by the National Railway Labor Conference and the Eastern, Western and Southeastern Carriers' Conference Committees, and the employees of such carriers represented by the Brotherhood of Locomotive Engineers entered into an agreement.

Article II of such agreement reads as follows:

"ARTICLE II - Expenses Away From Home

"Section 1 - When the carrier ties up a road service crew (except short turnaround passenger crews), or individual members thereof, at a terminal (including tie-up points named by assignment bulletins, or presently listed in schedule agreements, or observed by practice, as regular points for tying up crews) other than the designated home terminal of the crew assignment for four (4) hours or more, each member of the crew so tied up shall be provided suitable lodging at the carrier's expense or an equitable allowance in lieu thereof. Suitable lodging or an equitable allowance in lieu thereof shall be worked out on a local basis. The equitable allowance shall be provided only if it is not reasonably possible to provide lodging.

"If an allowance is being made in lieu of lodging as well as other considerations under provisions of existing agreements, the amount attributed only to lodging shall be removed if suitable lodging is supplied, or offset against an equivalent allowance. This shall be worked out on a local basis.

"The provisions of this Section shall be made effective at a date no later than 30 days following the effective date of this Agreement.

"Section 2 - When the carrier ties up a road service crew (except short turnaround passenger crews) or individual members thereof, at a terminal (as defined in Section 1 of this Article II) other than the designated home terminal for four (4) hours or more, each member of the crew so tied up shall receive a meal allowance of \$1.50.

"NOTE: For the purposes of Section 1 and 2 of this Article II, extra board employees shall be provided with lodgings and meal allowance in accordance with the rule governing the granting of such allowance to the crew they join; that is, the designated home terminal will be the designated terminal of the crew assignment."

In disposition of the mandate therein that the implementation of the lodging provision "shall be worked out on a local basis," the parties hereto agree as follows:

1. The meal allowance of \$1.50 (See Section 2 of Article II) will be effective retroactive to June 25, 1964.

2. As to the lodging provision (See Section 1 of Article II):

- (a)(i) The KCS lodging facilities for freight crew members at Kansas City, and the L&A lodging facilities for its Texas line freight crew members at Shreveport, will satisfy the requirements of Section I of Article II. These facilities, which shall be at no expense to such employees, shall include the following: Single occupancy, containing adequate furniture, necessary accessories, air-conditioned and/or heated, maintained in reasonably good condition, for the preference use of road freight train and engine crews. The rooms are to be cleaned and supplied with fresh linen before each occupancy, and maintained sanitarily.
- (ii) Toilet and shower facilities will be cleaned daily and maintained sanitarily; and recreation room will be supplied with easy chairs, table, reading lamps, and a television set.
- (iii) Eating facilities will be sanitarily maintained in accordance with local health standards, and carrier will insist that the operator serve good quality food to the employees covered by this agreement. Complaints as to the condition of such facilities will be promptly investigated by carrier, and corrected if found to be valid.
- (iv) If for any reason lodging cannot be provided at these facilities for a crew or individual member thereof, carrier will allow such employee(s) the amount specified (\$3.00) in Sec. 2(b) hereof in lieu of furnishing other lodging, and in such event the matter of reaching public transportation will be a proper subject for negotiation.
- (v) The employees and their representatives will cooperate in an effort to keep such facilities in the condition referred to above (by maintaining clean personal habits and avoiding the damage to or loss of furniture and other items furnished to them under this Section 2(a)).

- (b) An allowance of \$3.00 in lieu of providing suitable lodging at other terminals or tie-up points, subject to the following:
- (i) An allowance of \$3.00 will be made for the period July 25, 1964 to and including May 31, 1965, on the basis of one such allowance per tie-up if the qualifications of Article II of the National Agreement of June 25, 1964, were met.
 - (ii) Beginning June 1, 1965, a lodging allowance of \$1.00 per day will be made to each qualifying employee (KCS road employees at Kansas City and L&A Texas line road employees at Shreveport (see Sec. 2(a)), whether or not such employee uses the carrier's lodging facilities at those respective points. A second lodging allowance of \$1.00 will be made if the employee's period of tie-up extends beyond 24 hours from the time of registration at such carrier's lodging facilities. If any of such employees stay at establishments other than the carrier's facilities, he will endeavor to work out a 24-hour arrangement with the operator of such establishments, but in the event he is unable to do so and the check out rules of such lessee are such as would cause the employee to incur a second day's lodging charge, the carrier will allow him an additional \$1.00, upon presentation of receipt from the lodging house, attached to a form claiming the allowance, which receipt should show the period involved beyond the check out hour.
 - (iii) The allowance of \$3.00 beginning June 1, 1965, at other points, will be made subject to the following:

Beginning June 1, 1965, a second lodging allowance of \$3.00 will be made if the employee's period of tie-up extends beyond 24 hours from the time of registration at the lodging house. The employee will endeavor to work out a 24-hour arrangement with the lodging house where he stays; but in the event he is unable to do so and the check out rules of the lodging house are such as would cause the employee to incur a second day's lodging charge, the carrier will allow actual additional lodging expense, not to exceed \$3.00, upon presentation of receipt from the lodging house, attached to form claiming the allowance, which receipt should show the period involved beyond the check-out hour.

Also, the employees will cooperate with the Carrier, in order to avoid such additional lodging expense referred to in both subparagraphs (ii) and (iii) by obtaining their rest in a manner to permit release of the room prior to check-out time whenever service requirements permit.

- (iv) Such allowances will be made at only one terminal for the individual employee. In passenger service, for example, a conductor's home terminal is at Kansas City, but he maintains his home at the away-from-home terminal (Heavener). If an allowance is made for his tie-up period at Kansas City, he will not also receive an allowance for his tie-up period at Heavener.
- (v) Such allowances will not apply to crews of staked-out jobs at the headquarters points of such jobs, nor shall allowances apply on the bulletined off-day of a six-day assignment.
- (vi) Work train, wrecker service crews, crews or pilots in detour movements, who are tied up at other than a regularly established home terminal, or other than a point recognized as the headquarters of such crews (or individual members thereof) will, if qualified under the time provision of Section 2 of Article II of the June 25, 1964 National Agreement, receive the meal allowance and lodging allowance referred to herein, provided however that as to work or wrecker crews the carrier does not furnish such employees with meals or sleeping facilities.

3. The lodging and meal allowances herein provided for are subject to the qualifying provisions of Article II of the National Agreement of June 25, 1964:

- (a) When crews or individual members thereof are tied-up at a point where they are entitled to lodging or the lodging allowance and are to be called on duty or deadheaded in less than four hours from the time tied-up, they will be so notified and therefore will not qualify for lodging or lodging allowance. If so notified and they are called on duty or deadheaded in less than four hours, they will be entitled to lodging or lodging allowance and meal allowance.
- (b) If a crew specified in Item (a) is called on duty prior to having been tied-up for four (4) hours and for any reason the train does not depart until more than one (1) hour after the on-duty time, the four (4) hours will be computed to extend to thirty (30) minutes prior to actual departure time from the terminal.

Example 1. A crew ties up at 4:00 P.M. They are called on duty at 7:45 P.M. The train does not depart until 9:15 P.M. The crew would be considered tied-up from 4:00 P.M. until 8:45 P.M. and would be allowed meal and lodging allowances.

Example 2. The crew in the foregoing example departs at 8:45 P.M. They would not be entitled to meal or lodging allowances.

4. If an employee is not advised at or prior to tie-up that he will be used in less than 4 hours from the time he ties up, and he secures lodging room, and is called to go on duty in less than such four-hour period, the lodging allowance will nevertheless be made.

5. The meal allowance, and the lodging allowance, above referred to, will be claimed on a special form to be furnished by the carrier and submitted by the employees with their time slips; and such claimed allowances as are correct for payment will be allowed once per month by the carrier, on a single voucher or check.

6. The allowance provided for herein, of \$3.00, to begin June 1, 1965, will continue until March 1, 1968, and thereafter shall continue subject to the provisions of the Railway Labor Act.

7. This Agreement is in full disposition of the requirements upon the parties hereto under Article II of the National (secondary issues) Agreement of June 25, 1964; and this agreement shall be construed as a separate agreement by and on behalf of each carrier hereto and those employees on each such carrier represented by the organization which is signatory hereto.

8. Except as otherwise provided herein, this agreement shall continue in effect subject to the provisions of the Railway Labor Act.

9. Signed at Kansas City, Missouri, this 25th day of May, 1965.

FOR THE EMPLOYEES:

W. Hampton
General Chairman,
Brotherhood of Locomotive Engineers

FOR THE CARRIER:

D. E. Farrar
Vice President-Personnel