

Addendum No. 4

ACCEPTED INTERPRETATION OF ARTICLE 19

(KCS-BLE Section 22--May 1, 1934 Agreement)

As Revised

**December 18, 1936
Kansas City, Mo.**

Mr. Ray Sanford,
General Chairman, B. L. E.,
Heavener, Okla.

Mr. C. F. Newman,
General Chairman, B. L. F. & E.,
835 Gladstone, Shreveport, La.

Mr. A. B. Cranor,
General Chairman, B. R. T.,
Box 344, DeQueen, Ark.

Gentlemen:

Referring to your letter of August 14th and our conference December 10th during which we discussed the contents of my letter of September 28th.

In order to dispose of questions of initial terminal switching allowance covered by Transportation Appeals Committee Case No. 9, Section 22 (a), (b), and (c) of the Engineers' and corresponding sections of other agreements, I am agreeable to the following application effective August 15th, 1935.

In determining the amount of initial terminal switching to be paid for, we will consider switching time continuous from the time crews actually start switching until switching is completed. Any delays that occur before switching begins or after switching is completed will not be paid for as switching.

Delays before switching begins or after switching is completed, moving engine between roundhouse and yard where switching is to be done, or changing engines after the switching is completed, cutting or closing street crossings, making or closing openings in train for repair to cars, backing up or moving ahead to spot cars in train for icing, pulling through ice dock track and spotting cars for icing, will be treated as initial terminal delay and paid for as a part of the road trip.

The following examples will indicate what we have in mind:

- (a) Crew called to report for duty at 7:00 a.m.
- (b) 7:00 to 7:30 a.m., switch out fill.
- (c) 7:30 to 8:30 a.m., delayed waiting for connection.
- (d) 8:30 to 9:00 a.m., switch train after arrival and double fill into train.
- (e) 9:00 to 9:10 a.m., test air.
- (f) Depart at 9:10 a.m.

Initial switching allowance two hours, 7:00 to 9:00 a.m.

2.
 - (a) Crew called to report for duty at 7:00 a.m.
 - (b) 7:00 to 8:00 a.m., take engine from roundhouse to train yard and wait for connection.
 - (c) 8:00 to 8:30 a.m., switch train after arrival.
 - (d) 8:30 to 8:50 a.m., test air and meet train.
 - (e) Depart at 8:50 a.m.

Initial switching allowance 30 minutes, 8:00 to 8:30 a.m. The delay 7:00 to 8:00 a.m. and 8:30 to 8:50 a.m. to be paid for as part of road trip.

3.
 - (a) Crew called to report for duty at 7:00 a.m.
 - (b) 7:00 to 7:30 a.m., switching out fill.
 - (c) 7:30 to 8:00 a.m., delayed account of broken switch point.
 - (d) 8:00 to 9:00 a.m., finish switching out fill and double over onto train.
 - (e) 9:00 to 9:10 a.m., test air.
 - (f) 9:10 to 9:20 set out bad order.

Switching completed at 9:00 a.m. and train departed 9:20 a.m.
Initial switching allowance, 2 hours, 10 minutes.

Two hours, 7:00 to 9:00 a.m., and 10 minutes, 9:10 to 9:20 a.m., set out bad order car. The delay, 7:30 to 8:00 a.m., to be paid for as switching, the delay 9:00 to 9:10 a.m., to be paid for as a part of the road trip.

4.
 - (a) Crew called to report for duty at 7:00 a.m.
 - (b) 7:00 to 8:00 a.m., wait for connection.
 - (c) 8:00 to 8:30 a.m., spot cars for icing and set out head cars.
 - (d) 8:30 to 9:10 a.m., engine on train at 8:30 a.m., delayed until 9:00 a.m., icing cars on main line, then shove train together, test air and depart 9:10 a.m.

Initial terminal switching allowance 30 minutes, 8:00 to 8:30 a.m. The delay, 7:00 a.m. to 8:00 a.m., and 8:30 to 9:10 a.m., to be paid for as a part of the road trip.

5. (a) Crew called to report for duty at 7:00 a.m.
- (b) 7:30 to 8:30 a.m., make up train with switch engine.
- (c) 8:30 to 8:40 a.m., take switch engine to house. 8:40 a.m. to 9:00 a.m., take road engine to train, make air test, and depart at 9:00 a.m.

Initial terminal switching allowance 1 hour 40 minutes, 7:00 to 8:40 a.m. The delay 8:40 to 9:00 a.m. to be paid as part of the road trip.

Yours very truly,

(Signed) *W. N. Deramus*

Note--

See NRAB (1st Divn.)
Award 14474

Addendum No. 5(a)

MEMORANDUM OF UNDERSTANDING

Between

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

and

THE KANSAS CITY SOUTHERN RAILWAY COMPANY

Effective September 15, 1957 the division of Extra Yard Jobs, Deramus Yard, will be made between the Fifth (5th) and Sixth and Seventh (6th and 7th) Subdivisions as follows:

When regular assignments are uneven and an extra yard job is called on any calendar day, extra board engineer from subdivision having the lesser number of regular yard assignments will be used. When two extra yard jobs are called on any calendar day, first job called would be manned by extra engineer from subdivision having lesser number of regular yard assignments. Second extra yard job would be considered a 50-50 job and would go to an extra engineer from opposite subdivision that last worked a 50-50 extra yard assignment.

When regular yard assignments are even, all extra yard jobs would be considered 50-50 assignments.

EXAMPLES

- | | | |
|-----|-------------------------------|---|
| | Fifth Subdivision | Sixth & Seventh Subdivisions |
| (1) | With six (6) yard jobs | With seven (7) yard jobs |

The Fifth Subdivision engineer in the above example would be entitled to the first extra yard job worked each calendar day, with any additional extra jobs being divided on a 50-50 basis.

- | | | |
|-----|-------------------------------|---|
| | Fifth Subdivision | Sixth & Seventh Subdivisions |
| (2) | With six (6) yard jobs | With six (6) yard jobs |

All extra yard jobs would be worked on a 50-50 basis, with the subdivision working the first extra assignment going to the subdivision opposite the one which worked the last such extra assignment.

Fifth Subdivision	Sixth & Seventh Subdivisions
(3)	
With seven (7) yard jobs	With six (6) yard jobs

In this example the Sixth & Seventh Subdivision would be entitled to the first extra yard job worked each calendar day, with any additional extra jobs being divided on a 50-50 basis.

The above refers only to the KCS proportion of switch jobs in the Shreveport Terminal.

Signed at Kansas City, Missouri, this 23rd day of August, 1957.

FOR THE EMPLOYEES:

Wade Hampton
General Chairman
Brotherhood of Locomotive Engineers

FOR THE CARRIER:

D. E. Farrar
Assistant to President
The Kansas City Southern Railway Company

Addendum No. 5(b)

A G R E E M E N T

between

THE KANSAS CITY SOUTHERN RAILWAY COMPANY

and

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

It is agreed as follows:

Section 66 of the schedule agreement covering locomotive engineers reads as follows:

"In filling vacancies, both temporary or permanent in switching service at Shreveport, fifty (50) percent will be taken from the Fifth District and fifty (50) percent from the Sixth and Seventh District. Seniority will prevail in selecting position, each district extra board will protect their percent of the assignments."

Sometimes, under the operation of Section 66, in the protecting of a seniority district's percentage of such work, an employee will catch an engineer's job even though his date as engineer on his own seniority district is junior (by comparison) to the engineer's date on another district of the man firing for him. In an effort to reduce such instances in the future, the following will apply:

Attached hereto, as Exhibit "A", is a list of engineers to be used in protecting Kansas City Southern yard service at Shreveport. Said list has been prepared as follows:

- (1) First were listed men, in their existing seniority order as engineers, who as of March 21, 1955, already had established seniority as engineer.
- (2) Next were listed men who established engineer seniority between March 21, 1955, and the current date. These men were given an arbitrary date of March 21, 1955 (L. E. Davis date), and listed in the order of their respective firemen dates.

- (3) Next were men who have been promoted to engineer but who do not have their engineer date. These are divided into two groups, the first being engineer date of August 20, 1956, and listed in order of their respective firemen's dates. The other group are for future listing and will be handled as follows:

Say a class is needed and called up on the Sixth and Seventh Subdivisions. Engineers in that class satisfactorily completing the examinations would be shown on such list in the order of their respective firemen's seniority dates. Then if later on a class is needed and called up on the Fifth Subdivision, engineers in that class satisfactorily completing the examinations and will be placed on the Shreveport list in this manner: They will be dovetailed into the list on the basis of their respective firemen's seniority. This procedure should be followed with each class called up whether from the Fifth Subdivision on the one hand or the Sixth and Seventh Subdivisions on the other hand.

The effective date for changes in seniority dates as herein outlined shall be considered to be March 21, 1955; however, the operation of this agreement will not begin until February 1, 1958. This agreement is entered into subject to the provisions of the Railway Labor Act, as amended.

Signed at Kansas City, Missouri, this 2nd day of January, 1958.

FOR THE EMPLOYEES:

Wade Hampton

General Chairman

Brotherhood of Locomotive Engineers

FOR THE CARRIER:

D. E. Farrar

Assistant to President

The Kansas City Southern Railway Company

APPROVED:

C. B. Gwinn

Assistant Grand Chief Engineer

Brotherhood of Locomotive Engineers

Addendum No. 5(c)

KANSAS CITY SOUTHERN RAILWAY YARDMAN AGREEMENT ARTICLE 1

Definition of Yard Work

Section (a)

The switching of all freight and passenger equipment, the handling of all construction and maintenance of way trains to the extent specifically set forth in this schedule, the transferring of all freight and passenger equipment within yard or switching limits will be considered yard work and shall be performed by yardmen at the established rates at points where yard service is now maintained (viz: Kansas City, Pittsburg, Heavener, Texarkana, Shreveport, Beaumont and Port Arthur) and at points where yard service may be hereafter established.

Interpretation:

- (1) Except as hereinafter provided in these interpretations, this rule is interpreted to mean that all work as defined therein at the points referred to shall be performed by yard crews during the hours yard crews are on duty.

When the yard track upon which an outbound train is made up and/or the yard track upon which an inbound train is yarded is of insufficient capacity to yard the train, the picking up of one cut or the setting out of one cut, comprised only of those cars which could not be chambered in the track, will not be considered a violation thereof; nor shall the setting out by departing road crews of bad orders discovered in their trains after trains are made up and road engines placed thereon, be considered a violation.

- Note:**
- (a) If yarded, inbound and outbound trains will be yarded on a yard track that will hold the train if a track of sufficient length is clear and not reserved for another train whose arrival is imminent when the inbound train arrives or the outbound train is made up.
 - (b) At intermediate yards when a yard engine is on duty, road crews may make one straight set out and one straight pick up; such set out or pick up to be to or from one track when one track will hold the set out or pick up.

Addendum No. 6

A G R E E M E N T

between

THE KANSAS CITY SOUTHERN RAILWAY COMPANY

and

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

It is agreed as follows:

Paragraph (a) of Section 79 of the schedule agreement covering locomotive engineers now reads as follows:

"Promotion and the establishment of date of seniority as engineer as provided herein shall date from the first service as engineer, when called for such service, provided there are no demoted engineers in firing service."

Upon this agreement becoming effective said paragraph (a) of Section 79 is changed to read as follows:

"Section 79. (a) Promotion and establishment of date of seniority as engineer as provided herein shall date from the first day after he satisfactorily completes the examinations and has received his certificate as an engineer. He shall be carried on the engineers' seniority roster in the order of his fireman's seniority date."

No other change in Section 79 is contemplated hereby.

The effective date for changes in seniority dates as herein outlined shall be considered to be March 21, 1955; however, the operation of this agreement will not begin until February 1, 1958. This agreement is entered into subject to the provisions of the Railway Labor Act, as amended.

Signed at Kansas City, Missouri, the 2nd day of January, 1958.

FOR THE EMPLOYEES:

Wade Hampton

General Chairman

Brotherhood of Locomotive Engineers

FOR THE CARRIER

D. E. Farrar

Assistant to President

The Kansas City Southern Railway Company

APPROVED:

C. B. Gwinn

Assistant Grand Chief Engineer

Brotherhood of Locomotive Engineers