

## **Addendum No. 7(a)**

### **MEMORANDUM OF AGREEMENT**

**Between**

**THE KANSAS CITY SOUTHERN RAILWAY COMPANY**

**and**

**BROTHERHOOD OF LOCOMOTIVE ENGINEERS**

On regular yard assignments annulled for one day, the incumbent will be permitted to retain the assignment, if he chooses to do so, or be permitted to exercise his seniority. If he exercises seniority, his former assignment will be rebulletined under the applicable schedule provisions. In applying this paragraph the following will govern:

A yard engineer whose job is annulled for one day, say on July 4th, must declare his intention, not later than two hours in advance of starting time (on July 4th) of job annulled, as to whether he will exercise seniority or retain the annulled job.

If he elects to retain the annulled job, the annulled job will not be bulletined.

If he elects to exercise his seniority rather than retain the job, he may bid on said job when it is rebulletined.

Failure to declare his intention as provided above will result in his retaining the annulled job.

Nothing in the foregoing will prevent the carrier from holding an engineer on an assignment on the annulled day and paying him a day's pay.

In accordance with Section 68, a regular yard service job discontinued for two days or more will be considered as having been permanently discontinued.

This rule shall not apply to regular assignments that are annulled on account of casualty or washout.

This agreement shall become effective this 2nd day of January, 1958.

FOR THE EMPLOYEES:  
Brotherhood of Locomotive Engineers

By *Wade Hampton*  
General Chairman

FOR THE CARRIERS:  
The Kansas City Southern Railway Company

By *D. E. Farrar*  
Assistant to President

**Addendum No. 7(b)**

**MEMORANDUM OF AGREEMENT**

**Between**

**THE KANSAS CITY SOUTHERN RAILWAY COMPANY**

**and**

**BROTHERHOOD OF LOCOMOTIVE ENGINEERS**

At Kansas City the following will prevail when regular yard assignments are annulled for one day or more:

The incumbent on such an annulled job will be permitted to retain the assignment, if he chooses to do so, or exercise his seniority. If he exercises seniority, his former assignment will be rebulletined under Section 65 of the KCS schedule.

In applying the foregoing, the following will govern:

A yard engineer whose job is annulled, say on July 4th, must declare his intention not later than two hours in advance of starting time (on July 4th) of job annulled, as to whether he will exercise seniority or retain the annulled job.

If he elects to retain the annulled job, the annulled job will not be bulletined.

If he elects to exercise his seniority rather than retain the job, he may bid on said job when it is rebulletined.

Failure to declare his intention as provided above will result in his retaining the annulled job.

Nothing in the foregoing will prevent the carrier from holding an engineer on an assignment on the annulled day and paying him a day's pay.

This agreement shall not apply to regular assignments that are annulled account of casualty or washout.

This agreement shall become effective as of January 2, 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

**Addendum No. 7(c)**

October 31, 1967  
013.21 KCS  
013.211.110

Mr. Wade Hampton, General Chairman  
Brotherhood of Locomotive Engineers  
336 Dalzell  
Shreveport, Louisiana

Dear Sir:

Further in connection with my letter of September 15, 1967, which was in reply to yours of September 5, 1967, concerning the agreement of January 2, 1958, relative to annulling yard jobs.

I have considered your proposal and suggest the following to take care of what I believe you have in mind:

"It is understood that the Memorandum of Agreement between The Kansas City Southern Railway Company and the Brotherhood of Locomotive Engineers dated January 2, 1958, concerning annulment of regular yard assignments for one day will not apply when a yard engineer qualifies for holiday pay under the National Holiday Agreement rule."

If you concur in the above and desire to effectuate same and will so indicate on the copy of this letter, returning it to me, I will see that it is placed in effect.

Yours very truly,  
*D. E. Farrar*

*Wade Hampton*  
General Chairman  
Brotherhood of Locomotive Engineers

## **Addendum No. 8(a)**

### **MEMORANDUM OF UNDERSTANDING**

**Between**

**THE KANSAS CITY SOUTHERN RAILWAY COMPANY**

**and**

**BROTHERHOOD OF LOCOMOTIVE ENGINEERS**

Following is agreed upon as interpretation and application of the NOTE following paragraph (d) of Section 80 of the Engineers' Agreement:

Mileage made by engineers not assigned to extra list which is caused by casualty, washout, wreck or other catastrophe, will not be computed in extra engineers' lists in determining assignments for the following period. Mileage made by engineers not assigned to extra list which is caused by a temporary condition such as vacations, sickness, etc., other than as set forth above in this NOTE, will be computed in extra engineers' lists in determining assignments for the following period, it being understood that the miles made by emergency engineers due to a temporary condition (as described in this sentence) during the past checking period will be computed in making assignments at the next regular checking period.

When necessary to increase the extra lists temporarily for any of the causes mentioned above in this NOTE to take care of the business of the Company, the additional men will be taken off the extra list as soon as the cause requiring the adding of the men no longer exists.

A check will hereafter be made each 10 days at all points where extra boards are maintained, and this method of checking will be placed in effect at each such point at the close of the current checking period in effect at the respective points.

An example of the meaning of "past checking period" as used above in this NOTE is as follows:

A count is being made on the 21st of the month for the checking period 11th to 20th inclusive; the "past checking period" for checking emergency miles for the purpose of adjusting the extra board for the period 21st to 30th inclusive would be the period 1st to 10th inclusive of the same month.

Signed at Kansas City, Missouri, this 6th day of May, 1953.

FOR THE CARRIER:

*D. E. Farrar*

Assistant to President

FOR THE EMPLOYEES:

*Wade Hampton*

General Chairman

Brotherhood of Locomotive Engineers

THE KANSAS CITY SOUTHERN RAILWAY COMPANY  
LOUISIANA & ARKANSAS RAILWAY COMPANY

(KCS letterhead not reproduced)

May 17, 1991

013.21 JA

Mr. H. A. Moseley, General Chairman  
Brotherhood of Locomotive Engineers  
Route #1, Box 106  
Coushatta, Louisiana 71019

Dear Sir:

In conference with you, Vice President E. L. Hayden, and Local Chairman T. R. Stoltz, in my office on March 15, 1991, we discussed the January 12, 1945, Letter of Understanding authored by the BLE General Chairmen of the Kansas City Southern Railway and CMSTP&P Railway and accepted by the Vice President, KCS Railway Company and Assistant to Chief Operating Officer-CMSTP&P Railway as it applies to KCS Engineers working jobs assigned to the SOO Line (Soo-Line being the successor to the CMSTP&P Railway).

In recent months, KCS Engineers on the KCS-SOO Joint Agency have questioned the meaning of paragraph 5, page 2, of said letter which states:

"When either railroad can furnish engineers, firemen, hostlers or hostler-helpers on assignments allocated to the respective railroads, in compliance with the hours of service law, KCS engineers, firemen, hostlers or hostler-helpers will not be required to work on Milwaukee assignments; neither will Milwaukee engineers, firemen, hostlers or hostler-helpers be required to work on KCS assignments. Penalty time payment will not affect engineers', firemen's, hostlers' or hostler helpers' availability for service."

At the conclusion of our discussion, it was agreed that the intent of the above quoted paragraph is as follows: *If for any reason, the SOO Line Railroad is unable to fill a vacancy on any of its yard engines on the Joint Agency and request that the KCS*

Mr. H. A. Moseley  
May 17, 1991

*furnish an engineer for the vacancy, that such work belongs to the KCS Engineers and the vacancy will be filled under the provisions set forth in the BLE Agreement.*

It was also agreed that when a KCS Engineer is used to fill a SOO-Line vacancy, under the above quoted paragraph, that the BLE will not process any penalty time claim(s) as a result of a KCS Engineer protecting the vacancy.

In addition, it was agreed that compensation earned by an extra board Engineer protecting a SOO-Line vacancy will be counted toward the fulfillment of his/her guarantee for that month.

If the above accurately reflects our understanding, please sign in the space provided below and return these copies to my office.

Yours very truly,

A. H. Nance  
Vice President - Human Resources

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

(Signed) *H. A. Moseley*  
H. A. Moseley, General Chairman

(Signed) *E. L. Hayden*  
E. L. Hayden, Vice President

## Addendum No. 8(b)

June 8, 1970  
013.21 JA  
013.211.160 JA

Mr. T. J. Fulkerson, General Chairman (3)  
Brotherhood of Locomotive Engineers  
2910 Quinton  
Shreveport, LA 71109

Dear Sir:

Confirming conference with you on May 29, 1970 concerning extra board for KCS affiliated Joint Agency engineers:

It was agreed that the following formula would be applied in carrying out the provisions of Section 28 (g) 3 of the Milwaukee Engineers' Agreement in regulating the KCS affiliated Joint Agency engineers' extra board at Kansas City:

Effective July 1, 1970 Mileage Check will be made daily. Such mileage check will cover the ten days next previous to the day on which check is made. The mileage disclosed by such 10-day check will be multiplied by 3 to determine the equivalent monthly mileage. Adjustments in the number of engineers assigned to the extra list will be made at midnight.

The mileage counted will include the total mileage made by extra engineers working engineer positions. The only mileage made by emergency engineers which will also be counted in accumulating mileage chargeable to the extra board will be such mileage as could have been made by extra engineers. When an extra engineer lays off for extended periods such as vacation, illness, or other cause involving more than two or three days, he will be replaced by the Senior demoted engineer during such layoff period in order to maintain the proper number of engineers actively working from the extra board.

It was further agreed that this understanding will be instituted on a trial basis and that it may be cancelled by either party giving 10 days written notice to the other during the first 6 months of its application.

Yours very truly,  
*D. E. Farrar*

ACCEPTED FOR THE EMPLOYEES:

*J. J. Fulherson*

General Chairman

Brotherhood of Locomotive Engineers