

Addendum No. 9(a)

Pittsburg, KS
August 28th, 1932

Mr. L. W. McBride,
Superintendent Terminals,
Port Arthur, Texas

Dear Sir:

In line with your letter addressed to Mr. A. B. Cranor, General Chairman, B. of R. T., under date of July 26th, in which you advise that the Beaumont switching limits are being extended to include Smiths Bluff, effective July 27th, 1932.

We are agreeable to the extensions with the understanding that Beaumont yard crews will not be required to haul cars originating beyond or at Beaumont and destined to Port Arthur, and that the same understanding will prevail in case of cars originating at Port Arthur and destined to Beaumont and/or beyond.

In conference at Kansas City, August 10th, the undersigned together with Mr. Carter, General Chairman, O. R. C., discussed the matter, and it is our understanding that he and Mr. Cranor of the B. of R. T., will further handle to a conclusion certain differences as existing with reference to the personnel of the Beaumont yard crew, after which you will be advised.

We regret the delay in connection with the matter.

Yours truly,

(Signed) *Ray Sanford*
Gen. Chmn. B. of L.E.

C. F. Newman
Gen. Chmn.,
B. of L. F. and E.

A. B. Cranor
Gen. Chmn.,
B. of R. T.

Addendum No. 9(b)

MEMORANDUM OF AGREEMENT

Between

THE KANSAS CITY SOUTHERN RAILWAY COMPANY

and

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

BROTHERHOOD OF LOCOMOTIVE FIREMEN & ENGINEMEN

BROTHERHOOD OF RAILROAD TRAINMEN

As a result of the expansion of present trackage at Port Arthur and Beaumont Yards (which necessitated the changing of starting and tie-up points of crews, it is agreed:

1. Engineers, Firemen, Yardmen and Trainmen will be provided with:
 - (a) Locker room, equipped with ---
 - (1) Lockers large enough to accommodate clothing when hung on ordinary clothes hangers.
 - (2) Urinals, toilets and wash-up facilities.
 - (3) Refrigerated or cooled drinking water.
 - (b) Bulletin board.
 - (c) Telephone.
 - (d) Standard Clock.
 - (e) Register facilities.
2. Hard-surfaced parking area, lighted, nearby the new facilities.
3. Locker room area will also accommodate and be supplied with a table and chairs, and will be on the same system of heating and air-conditioning as the balance of the building which will also contain offices of other departments. The same porter service will also apply.

It is also agreed:

4. The Carrier will not put its yard crews on duty at one location, and tie them up at another location. The practice of getting yard crews back to their regular tie-up point would not be changed at Port Arthur and Beaumont.
5. Yard limit boards at Port Arthur or Beaumont will not be changed in connection with the present track expansion; however, the schedule provisions covering the changing of switching limits would still govern, and if a change should later be contemplated the carrier would follow the requirements of such provisions.
6. Yard crews will continue to take their meal periods at a point convenient to an adjacent eating facility establishment, as they now do; but it should be understood this will not give a crew the right to go an unnecessary distance just to reach a particular eating facility or establishment.
7. When an engine is in continuous service more than three (3) days it will be considered a regular engine and will be bulletined and assignments made in accordance with schedule rules.
8. If the overtime on a shift amounts to five (5) hours or more for five (5) days in a work week (seven consecutive days starting with Monday) or five (5) hours' overtime on a shift on any seven (7) consecutive days, another yard engine or crew will be assigned on such shift as may be selected by the carrier; and this additional assignment thereafter will be subject to the usual considerations by the carrier for maintaining or abolishing assignments.
9. Any items contained in the organizations' Section 6 notices that are not disposed of by this understanding or agreement are considered as withdrawn, and such withdrawal will not be used or referred to by either party in future handling of the same or similar subjects under the provisions of the Railway Labor Act.
10. This agreement shall become effective February 1, 1964, or as soon thereafter as practicable (dependent upon completion for use, of the buildings housing the lockers of the employees covered by this agreement).
11. It is agreed that this agreement is a separate agreement between the carrier and each of the organizations signatory hereto.
12. This agreement will remain in effect until amended or changed in accordance with Section 6 of the Railway Labor Act.

Signed at Kansas City, Missouri, this 4th day of October, 1963.

FOR THE EMPLOYEES:

Wade Hampton

General Chairman
Brotherhood of Locomotive Engineers

G. M. Hopkins

General Chairman
Brotherhood of Locomotive Firemen & Enginemen

H. E. Nelson

General Chairman
Brotherhood of Railroad Trainmen

FOR THE CARRIER:

D. E. Farrar

Assistant to President
The Kansas City Southern Railway Company

APPROVED:

Dan C. Owens

Assistant Grand Chief Engineer
Brotherhood of Locomotive Engineers

H. G. Kenyon

Vice President
Brotherhood of Locomotive Firemen & Enginemen

H. E. Nelson

General Chairman, representing
Grand Lodge,
Brotherhood of Railroad Trainmen

WITNESS:

J. Earl Newlin

Mediator, National Mediation Board

Addendum No. 9 (c)

MEMORANDUM OF AGREEMENT

Between

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

and

THE KANSAS CITY SOUTHERN RAILWAY COMPANY

The parties hereto have agreed to supplement the Engineers' extra board at Leesville, Louisiana, with an Engineers' extra board at Port Arthur, Texas, subject to the following:

(1) The extra board at Leesville will continue to protect road work (as distinguished from yard engine work) on the Seventh Subdivision (this to include the Lake Charles Branch).

(2) The extra board at Port Arthur will protect yard work at Port Arthur and Beaumont, as well as road work originating at Beaumont or Port Arthur (or intermediate thereto).

(3) (a) In event the extra board at Leesville is exhausted, and a vacancy occurs at Lake Charles, the senior, available demoted engineer at Lake Charles will be used to fill the vacancy (provided he is qualified for the service involved).

(b) In the event the extra board at Leesville is exhausted and a vacancy occurs at Leesville (or some other point, as limited by (1), (2) or (3(a)) hereof), the senior, available, qualified, demoted engineer at Leesville will be used to fill the vacancy.

(4) (a) In the event the extra board at Port Arthur is exhausted, and a vacancy occurs at Beaumont Yard, the senior, available, qualified, demoted engineer at Beaumont will be used to fill the vacancy.

(b) In the event the extra board at Port Arthur is exhausted, and a vacancy occurs at or out of Port Arthur (or intermediate Beaumont-Port Arthur), the senior, available, qualified, demoted engineer at Port Arthur will be used to fill the vacancy.

(5) In the absence of a qualified, available, demoted engineer, under (a) and (b), respectively, of either Section 3 or 4, a qualified engineer from the other Seventh Subdivision extra board will be used.

(6) Initially the Port Arthur extra board will start with two men. To get such board started, a bulletin will be issued, soliciting applications, and written applications will be taken for those two extra board spots. (The Leesville board will automatically adjust, probably to one man, on the effective date of establishing the Port Arthur extra board). If no written applications are received for the Port Arthur Board, the two senior demoted engineers on the Sixth and Seventh Subdivisions will be assigned thereto. Thereafter, the Port Arthur and Leesville boards will be operated pursuant to the foregoing rules, and adjusted as provided for in the schedule agreement.

(7) In connection with engineers at Leesville protecting vacancies at Lake Charles:

(a) An engineer who receives deadhead pay is not covered by this Section (7).

(b) Subject to paragraph (a) hereof, an engineer who is called at Leesville, in time to ride on passenger train No. 15, to protect a vacancy at Lake Charles, starting to work at Lake Charles between arrival time in Lake Charles of company bus (connecting with No. 15 at DeQuincy) and 8:00 a.m., the following morning, will not receive a bus fare allowance; except that if the assignment he catches at Lake Charles ties up after departure from Lake Charles of the company bus (connecting with No. 16 at DeQuincy) he will receive bus fare from Lake Charles to Leesville.

(c) Subject to paragraph (a) hereof, an engineer who is called at Leesville, in time to ride on passenger train No. 15, to protect a vacancy at Lake Charles starting to work at Lake Charles between 8:00 a.m., and the arrival of the company bus connecting with No. 15 the following day, will receive a bus fare allowance for going to Lake Charles; and if the assignment he catches at Lake Charles ties up after departure from Lake Charles of the company bus (connecting with No. 16 at DeQuincy) he will receive bus fare from Lake Charles to Leesville.

(d) Nothing in this Section 7 will change the method of calling engineers at Leesville to ride No. 15 to protect jobs at Lake Charles.

(8) This agreement shall be subject to automatic cancellation by either party giving to the other twenty (20) days' written notice of cancellation.

(9) This agreement shall become effective October 7, 1963.

Signed at Kansas City, Missouri, this 27th day of September, 1963.

FOR THE EMPLOYEES:

Wade Hampton

General Chairman,

Brotherhood of Locomotive Engineers

APPROVED:

Dan C. Owens

Assistant Grand Chief Engineer,
Brotherhood of Locomotive Engineers

FOR THE CARRIER:

D. E. Farrar

Assistant to President

WITNESS:

J. Earl Newlin

Mediator,
National Mediation Board

Addendum No. 10

MEMORANDUM OF AGREEMENT

Between

THE KANSAS CITY SOUTHERN RAILWAY

COMPANY

And the

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

It is hereby agreed that:

- (1) The seniority of locomotive engineers now or hereafter subject to the scope of the schedule agreement between The Kansas City Southern Railway Company, and the Brotherhood of Locomotive Engineers, who have attained the age of seventy (70) years, or who shall attain the age of seventy (70) years on or before December 31, 1968, shall terminate as of January 1, 1969.
- (2) The seniority of locomotive engineers who attain the age of seventy (70) years after December 31, 1968, shall terminate on the last calendar day of the calendar month during which they attain the age of seventy (70) years.
- (3) An engineer whose seniority rights are terminated by this agreement will complete any trip, run, or day's work which he commenced on or before the end of the day that his seniority is terminated, including the working of his turn or assignment back to its home terminal.
- (4) As of the date of the signing of this memorandum of agreement, a statement will be furnished by the carrier to the General Chairman of the Brotherhood of Locomotive Engineers, showing the birth date of each engineer on the roster, and all subsequent rosters will show birth date of each engineer.
- (5) The carrier will notify each engineer in writing, not less than thirty (30) days prior to his seventieth birthday, the date that his seniority will terminate. If there is any dispute as to the accuracy of his birth date, he must file a written protest with the Carrier and the General Chairman of the Brotherhood of Locomotive Engineers, within thirty (30) days, and produce a birth certificate or other proof acceptable to the Railroad Retirement Board establishing a date of birth. Failing to do so his seniority will terminate in accordance with the carrier's records.

(6) The names of engineers whose seniority will be terminated under the provisions of this agreement, shall be removed from the engineers' seniority roster as of the termination date.

(7) A locomotive engineer whose seniority rights are terminated under the provisions of this agreement shall not be required to take a vacation during the calendar year in which his seniority rights are to be terminated, but the carrier shall not be required to assume any greater expense by reason thereof. Any vacation payments for which he has qualified during the year in which his seniority rights are terminated, or the preceding year shall be paid within thirty (30) days from the date his seniority rights are terminated.

(8) Nothing herein will in any way modify or affect requirements of The Kansas City Southern Railway Company as to physical examinations, re-examinations, or restrictions account of physical condition from any and all service prior to date seniority rights are terminated.

(9) Nothing in this agreement shall be construed to guarantee seniority rights of an employee until terminated by the terms hereof, nor to prohibit an employee terminating his seniority rights at a younger age than seventy (70) years.

(10) Neither this agreement nor any provisions contained herein nor any application thereof shall be considered or used as a basis for any time or money claim against the carrier.

(11) This agreement will remain in full force and effect until changed or canceled in accordance with the provisions of the Railway Labor Act, as amended.

Signed at Kansas City, Missouri, this 23rd day of August, 1968.

FOR THE EMPLOYEES:

J. J. Fulkerson

General Chairman

Brotherhood of Locomotive Engineers

FOR THE CARRIER:

D. E. Farrar

Vice President- Personnel

The Kansas City Southern Railway Company

Addendum No. 11

MEMORANDUM OF AGREEMENT

between

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

and

THE KANSAS CITY SOUTHERN RAILWAY COMPANY

The parties hereto agree as follows:

- (1) Article (3) of Agreement "A", The Five Day Work Week Agreement of May 23, 1952, is deferred of application to January 1, 1972, and thereafter until carrier is given written notice of at least sixty days of the BLE desire to put into effect the Five-Day Work Week referred to above.
- (2) In lieu thereof, yard engineers will continue to work under the current rules, working conditions and interpretations thereof, with the exception of the rates of pay which will be changed to rates of pay which became effective July 1, 1969, for yard service engineers working under the foregoing Five-Day Work Week Agreement.
- (3) When and if the BLE elects to go to a five-day work week pursuant to the agreement mentioned above in Section (1) hereof, no additional rate increase will be requested by the BLE to compensate for the change to the five-day work week, except one which is part of a national wage movement as to all carriers covered by said Five-Day Work Week Agreement. Future increases or decreases in the five-day work week rates of pay will be applied to this agreement.
- (4) Should the BLE adopt the Five-Day Work Week Agreement as set forth above, the five-day work week rates of pay in effect on the effective date of such adoption will be applied at and as of the time the five-day work week becomes effective on the Kansas City Southern.
- (5) Five-day (including relief assignments), six-day and seven-day assignments are permissible under this agreement; but before five-day assignments are established the carrier will notify the BLE Committee, and conference will be held for the purpose of determining how and at what points such assignments will be worked.
- (6) This agreement will become effective April 1, 1970.

FOR THE EMPLOYEES:

J. J. Fulkerson

General Chairman

Brotherhood of Locomotive Engineers

FOR THE CARRIER:

D. E. Farrar

Vice President - Personnel

The Kansas City Southern Railway Company

Addendum No. 12

July 8, 1970

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

Dear Sir:

In a recent conference the subject of mileage payment to crews operating out to Boise Southern near Mile Post 688 was discussed. You stated that on occasion through freight crews, as well as the dodger, were serving the plant.

I am advised by the Engineering Section that the mileage from our main connection to the head block of the Boise Southern industry yard is approximately 5 miles. It is agreeable therefore to include the round trip mileage (10 miles) in the overall trip mileage of crews required to go to the plant.

The Accounting Department is being instructed to allow claims for this additional 10 miles when properly presented.

Yours very truly,

D. E. Farrar

cc: Mr. T. E. Minx, General Chairman - Conductors, United Transportation Union,
1210 Hassett Street, Shreveport, LA 71109

Mr. H. E. Nelson, General Chairman, United Transportation Union,
270 New Brotherhood Building, Kansas City, KS 66101

Mr. G. M. Hopkins, General Chairman, United Transportation Union,
3612 Lillian, Shreveport, LA

Addendum No. 13(a)

MEMORANDUM OF AGREEMENT

Between

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

And

THE KANSAS CITY SOUTHERN RAILWAY COMPANY

The Railway Company intends to operate a unit coal train between Heavener, Oklahoma and Port Arthur, Texas. Slave power will be in the train, southbound from Heavener to DeQueen.

The following special provisions shall apply to the operation of the unit coal train referred to above:

1. This will be considered a unit train operation only when operated exclusively as such between Heavener and Port Arthur and between Port Arthur and Heavener. If any other car or cars are to be handled in this train anywhere between Heavener and Port Arthur, or Port Arthur and Heavener, the train will be made up, handled and yarded in the same manner as other regular or extra freight service trains operating between those points.
2. Except as outlined in this agreement, road crews will not perform switching service at the plant facilities. Any and all miscellaneous switching service required of the carrier at either of the plant facilities (Heavener or Port Arthur) will be performed exclusively by yard crews.
3. At both Heavener and Port Arthur inbound crews of unit trains will dispose of their cabooses and power by placing same on designated trackage.

Outbound crews at Port Arthur will obtain caboose and power from designated trackage and place same on unit train. Outbound crews at Heavener will obtain caboose and power from designated trackage and place same on unit train; except that if a yard crew is on duty the yard crew will place the caboose and slave power on train, but the road crew will open and close the train for insertion of slave power.

4. At Heavener, the outbound crew will be paid initial terminal time from the time they go on duty until their road trip begins, and will also be paid mileage from point of placing control unit on train to M.P. 338 in addition to all other earnings for the regular road trip to DeQueen.
5. At Heavener the inbound crew will be paid final terminal time under the provisions of the regular rule, and will also be paid mileage from M.P. 338 to the point on the industrial loop where the control unit comes to rest.
6. At Port Arthur, the outbound crews will go on duty at the regular point and will be paid initial terminal time from the time they go on duty until they start their road trip from the plant facility. Their road mileage will be paid from the on duty point to Leesville.
7. At Port Arthur, inbound crews will be paid total miles traveled from Leesville to regular tie up point, and will be paid in addition final terminal time from time train reaches switch to the industry's loop track until finally tied up at regular tie up point.
8. At Heavener yard engine assignments shall not be reduced below two crews during the period of this unit train operation.
9. At Port Arthur, an allowance in the amount of one hour, pro rata, for a yard engineer will be set aside for each unit train operated into or from the plant facility by road crews, and the total allowance accumulated will be divided annually on an equitable basis among engineers on the seniority district involved, the General Committee to advise the Carrier as to the plan of distribution.

This agreement shall become effective as of the date the first operation of the subject coal train, and will continue subject to the provisions of the Railway Labor Act.

Signed at Kansas City, Missouri, this 30th day of November, 1970.

FOR THE EMPLOYEES:

J. J. Fulkerson

General Chairman, BLE

FOR THE CARRIER:

D. E. Farrar

Vice President - Personnel

The Kansas City Southern Railway Company

Addendum No. 13(b)

December 16, 1970
411.71

Mr. T. J. Fulkerson, General Chairman
Brotherhood of Locomotive Engineers
2910 Quinton Street
Shreveport, La.

Dear Sir:

Supplementing the Memorandum of Agreement covering the unit coal train between Heavener and Port Arthur:

If the train is not yarded at Shreveport, and the power goes through without going to the Diesel facilities, and engine crews are changed on or near the main line at Deramus Yard, the engine crews will be transported by the Company between the Diesel facilities and the train, and under the new terminal delay provisions they will be paid from and to starting and tie-up point at Diesel facilities.

If agreeable to you, please show your acceptance in space provided below and return our signed copy to me for further handling.

Yours very truly,

D. E. Farrar

ACCEPTED:

T. J. Fulkerson
General Chairman,
Brotherhood of Locomotive Engineers

Addendum No. 14

MEMORANDUM OF AGREEMENT

Between

THE KANSAS CITY SOUTHERN RAILWAY COMPANY

and

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

On or about the date (March 1, 1971) that Kansas City Southern reassumes switching, for the regular two-year period, of certain industries at West Lake, Louisiana (now being switched by Southern Pacific) which will cause the restoration of some dodger assignments reduced two years ago, it is contemplated that initially about four or five of the Lake Charles Dodger assignments will go on and off duty in the Rose Bluff area; and the Superintendent (and/or Trainmaster or Assistant Trainmaster) will identify the dodger assignments which will go on and off duty thereat, giving two days' written advice.

Engineers assigned to dodger assignments designated to go on and off duty near Rose Bluff will be allowed an arbitrary of forty-five (45) minutes at pro rata rate. This arbitrary payment will not be made for more than one tour of duty if engineers are doubled or the release period between two tours of duty is less than three (3) hours, and the arbitrary payment will apply only to engineers who entered service prior to March 1, 1971.

It is understood that the Superintendent (or Trainmaster or Assistant Trainmaster) may designate the assignments he deems necessary (or may discontinue or change any such designations) but in either of such cases forty-eight (48) hours written advice must be given.

This agreement will not be considered as establishing a precedent nor will it be considered a basis for requested future agreements for payments at other points.

Signed at Kansas City, Missouri, this 22nd day of February, 1971.

FOR THE ORGANIZATION:

T. J. Fulkerson

General Chairman, BLE