

# MEMORANDUM OF AGREEMENT

Between

**THE KANSAS CITY SOUTHERN RAILWAY COMPANY**

And

**BROTHERHOOD OF LOCOMOTIVE ENGINEERS**

Whereas the Interstate Commerce Commission (hereinafter "ICC"), on July 8, 1992, in its Finance Docket No. 32088, approved The Kansas City Southern Railway Company's (KCS) notice of exemption to merge all of its wholly owned subsidiaries - Louisiana & Arkansas Railway Company (L&A), Fort Smith and Van Buren Railway Company (FSVB), The Arkansas Western Railway Company (AW), The Kansas and Missouri Railway and Terminal Company (KM), and The Maywood and Sugar Creek Railway Company (Maywood) - into KCS, and whereas such merger was consummated on July 7, 1992, and whereas on October 29, 1993, KCS served notice on the Brotherhood of Locomotive Engineers (BLE) pursuant to Article I, Section 4, of the New York Dock labor protective conditions of its intent to abrogate and cancel the BLE agreement with the former L&A and to place all of the engineers covered thereby under the Engineer's Agreement between BLE and KCS, **IT IS AGREED:**

## SECTION I

Except as otherwise provided for in Section II below, subsequent to the effective date of this Agreement and upon thirty (30) days written notice to the Organization and the employees, the collective bargaining Agreement between the former Louisiana & Arkansas Railway Company and the Brotherhood of Locomotive Engineers, and addendums and modifications thereto, will be cancelled and, concurrent therewith, the engineers who worked under the former L&A - BLE Agreement will work under the provisions of the collective bargaining Agreement between The Kansas City Southern Railway Company and the Brotherhood of Locomotive Engineers.

Except as otherwise provided for in Section III (b) (ii), concurrent with the cancellation of the former L&A - BLE Agreement, all references found in the KCS - BLE Agreement, the former L&A - BLE Agreement, or the Shreveport Coordination Agreement specifying a separation of KCS and L&A engineer's assignments or specifying any overtime payback between KCS and L&A engineers at Deramus Yard are cancelled. Additionally, on such date, Article 34(e), Addendum No. 5(a), and Addendum No. 5(b) of the collective bargaining Agreement between the KCS and BLE are cancelled.

## SECTION II

Due to operational conditions pertaining only to engineers on the former L&A, attached hereto as Attachment A are a list of rules and/or addendums found in the former L&A - BLE Engineer's Agreement which are retained and are incorporated into the KCS - BLE Agreement, by reference, on the date the former L&A - BLE Agreement is cancelled. Such rules and/or addendums, while being incorporated into the KCS - BLE Agreement, apply only to engineers on the former L&A.

## SECTION III

Subsequent to the effective date of this Agreement and upon at least thirty (30) days written notice to the Organization and employees, the KCS Fifth Subdivision, KCS Sixth & Seventh Subdivisions, and former L&A Consolidated engineer's seniority districts will be combined to create a new consolidated seniority district encompassing all of the aforementioned seniority districts.

Except as specified in Section VI(a) below, the creation of this new consolidated seniority district will not serve to eliminate existing rights of engineers, having seniority as such as of October 29, 1993, to work on their seniority districts as they existed prior to the effective date of this Agreement.

This new consolidated seniority district, and seniority roster, will be established as set forth below:

- (a) All engineers having seniority as such on the KCS Fifth, Sixth & Seventh Subdivisions, and all engineers having seniority on the former L&A on the effective date of this Agreement will have their names dovetailed on a consolidated seniority roster. Each engineer's position on this consolidated roster will be determined by his engineer's seniority date shown on the respective road engineer seniority rosters in effect prior to the effective date of this Agreement. Where there are two or more engineers on different seniority rosters who have the identical engineer's seniority date, the relative seniority standing among these engineers will be determined by the slotting of these engineers based on the equity, measured in engine hours, that each group of engineers contributed to the consolidated seniority district during the period November 1, 1992, through October 31, 1993 (attached hereto as Attachment B are the engine hours contributed by each group during this test period). Also attached hereto as Attachment C is the consolidated seniority roster made pursuant to this Agreement.
- (b)
  - (i) Except as provided for in Section VI(a), all engineers specified in (a) above, who were promoted engineers as of October 29, 1993, will have prior rights to jobs on their seniority districts as they existed prior to the date of this Agreement, and such prior rights will be indicated, and designated by symbol, on the new consolidated seniority roster.

- (ii) Prior right KCS Fifth and Sixth & Seventh Subdivision engineers will retain prior rights to a number of assignments accruing to KCS' Northern & Southern Divisions at Deramus Yard and, likewise, prior right L&A engineers will retain prior rights to a number of assignments accruing to KCS' Northern & Southern Divisions at Deramus Yard. A table showing the number of Deramus Yard assignments accruing to each of these two groups (based on the total number of assignments accruing to them) of prior right engineers is attached hereto as Attachment D.
- (c) Except where otherwise provided herein, no engineer having seniority as such as of October 29, 1993, will be forced from his prior right seniority district. A prior right engineer who voluntarily transfers out of his prior right territory will be treated as a non-prior right employee and will be governed by the agreement rules applicable to non-prior right engineers in that territory.
- (d) Engineers on the consolidated seniority roster established pursuant to this Agreement who establish, or established, seniority after October 29, 1993, will not have prior rights on any seniority district that existed prior to the effective date of this Agreement.
- (e) For reference purposes only, where the term Territory is used hereinafter, such term refers to the seniority district lines that were in effect prior to the effective date of this Agreement.

#### SECTION IV

Engineers may move freely between territories within the new consolidated seniority district provided their seniority will allow them to hold a job on the territory on which they desire to move.

Engineers voluntarily transferring from one territory to another will not receive deadhead allowance therefor. Unless already qualified as an engineer on the territory to which transferred, an engineer will be required to qualify as soon as possible, but in no case shall he take longer than thirty (30) days from the date of transfer to accomplish such qualification. The transferring engineer will not be expected to make trips over that part of the territory new to him on his own time. If assigned to the extra board he may be called to accompany an engineer over that portion of territory new to him and will receive the extra board guarantee for such qualifying tours of service. If he is assigned to other than an extra board assignment, the Carrier may have him accompanied by a Road Foreman of Engines, qualified transportation officer, or another qualified engineer on that territory until the Carrier considers such engineer qualified over the territory which may be new to him.

## SECTION V

In the event no bids are received for an advertised engineer's vacancy in the new consolidated seniority district, such job will be filled as provided for in Addendum No. 32, Section VI, of the KCS - BLE Agreement, observing the restrictions specified in Section III(c) above.

An engineer assigned to a vacancy, as specified above, must make himself available for duty on his new assignment within twenty-four (24) hours of being assigned unless he makes arrangements with the Superintendent, Assistant Superintendent, or Trainmaster on the territory to which he has been assigned to extend this twenty-four (24) hour period.

## SECTION VI

Except as provided for in (a) below, extra boards in existence on the effective date of this Agreement will continue to protect vacancies protected by such boards prior to the effective date of this Agreement. Additionally, the provisions of this Agreement do not preclude the Carrier from establishing additional extra boards where it deems necessary.

The guarantee specified in (d), below, will apply to all extra boards within the Consolidated Seniority District, whether such extra boards are in existence on the effective date of this Agreement or are established subsequent to the effective date of this Agreement.

- (a) (i) Subsequent to the effective date of this Agreement, the Fifth Subdivision, Sixth Subdivision, and L&A First & Second District extra boards that were in existence at Shreveport prior to the effective date of this Agreement will be combined into one extra board. Engineers assigned to this combined extra board will work first-in, first-out, as provided for in Article 41(b) of the KCS - BLE Agreement, without regard to any prior rights, and will protect all temporary road and yard engineer's vacancies on the KCS Fifth and Sixth Subdivisions and the former L&A First and Second Districts, as well as all temporary yard assignment vacancies at Deramus Yard, which are currently being protected by the separate extra boards.
- (ii) The combined extra board at Shreveport will also protect all temporary vacancies on Texas Subdivision assignments (other than pool or assigned through freights) originating at Shreveport, Louisiana, and on such assignments originating between Shreveport, Louisiana, and Hughes Springs, Texas. Any temporary vacancy on an assignment starting work at Shreveport, Louisiana, or Hughes Springs, Texas, or between such points (which would normally be protected by a Greenville extra board employee), but which cannot be protected by a Greenville extra board

engineer without delaying the assignment, may be protected by the combined extra board at Shreveport.

(iii) The seniority standing of engineers on the new Consolidated Seniority Roster will be the controlling seniority list in determining the assignments to this combined extra board. It will also be the controlling seniority roster in determining all other assignments in the consolidated territories, observing the restrictions set forth in Section III above.

(b) (i) An engineer assigned to this combined extra board will be required to qualify on the road on his other than prior right territory before being allowed to work a road assignment in such territory (e.g., prior right Sixth & Seventh Subdivision and former L&A engineers will have to qualify on the Fifth Subdivision prior to being allowed to work a Fifth Subdivision road assignment, etc.). Following assignment to the combined board, engineers will be allowed thirty (30) days to qualify on each territory (on which he is not already qualified) protected by such board; however, such engineer will not be expected to make such qualifying trips over that part of the territory new to him on his own time. An engineer making qualifying trips under the provisions of this part will receive the extra board guarantee (with a maximum of thirty (30) paid days) for such qualifying trips.

(ii) An engineer attempting to qualify on a new territory may be called to accompany an engineer over that portion of territory new to him or the Carrier may have him accompanied by a Road Foreman of Engines or qualified transportation officer on such territory until the Carrier considers such engineer qualified over the territory.

(iii) If an engineer does not become qualified within this thirty (30) day period specified above, he will not be entitled to the guarantee set forth in (d) below until such time as he does become qualified. In the event an engineer on this extra board is run around because he has not qualified on other than prior right territory, the Carrier will not be penalized.

(c) The Carrier will notify the Organization and the employees at least thirty (30) days prior to the establishment of the consolidated extra board which is to be established pursuant to this Agreement. Upon the establishment of this consolidated extra board, positions on such board will be advertised for a period of five (5) days and assignments made based on the bidding engineers standing on the new consolidated seniority roster (unless otherwise agreed at a later date, it is understood that this will be the only time such positions will be advertised).

- (d) (i) Except where otherwise provided herein, engineers assigned to guaranteed extra boards will be guaranteed a minimum of one basic day for each day available for service during the payroll period. Such guarantee will be reduced one basic day for any portion of a twenty-four (24) hour day, calculated from 12:00 noon each day, that the assigned engineer makes himself unavailable for service (i.e., laying off, missing call, etc.) or is not assigned to the extra board (the minimum number of hours that an engineer must be off under Article 34(g) of the current KCS - BLE Agreement is reduced from twenty-four (24) hours to twelve (12) hours in the new Consolidated Seniority District). The extra board will be regulated at the sole discretion of the Carrier and, when the Carrier desires to adjust the extra board, such adjustment will be made at 12:00 noon; however, the Carrier will not reduce extra engineers from the extra board as long as the average working mileage per employee on the extra board is six hundred (600) miles or more for the seven (7) days immediately preceding the day the reduction is to be made.
- (ii) For the purpose of determining the guarantee payments, in order for an extra engineer to be credited with his days available between service trips (tours of duty), such engineer must not make himself unavailable two or more times in succession. If an extra board engineer makes himself unavailable two or more times in succession without an intervening service trip, he will not receive credit for being available the days between his last tour of duty preceding the day he is first unavailable and the first tour of duty following his last period of unavailability. Days that an extra board engineer is off the extra board, but receives pay therefor, such as Jury Duty, Bereavement, etc., will not be considered as days of unavailability; however, all payments received therefor will be used as an offset against any guarantee payment due.
- (iii) All mileage made will be converted to basic days. Miles made on jobs without a mileage component will be divided by the number of miles comprising a basic day for such service to determine the number of basic days made in that service. Likewise, miles made on jobs with a mileage component will be divided by the number of miles comprising a basic day for such service to determine the number of basic days made in that service.
- (iv) After determining the total number of basic days (rounded to the nearest one-hundredth (.01) basic day) worked during the pay period, should the number of basic days worked by the extra engineer be less than the number of days available during the pay period, he will be allowed the difference between the number of days available and number of basic days worked in the pay period. The guarantee that is payable will be paid at the basic yard rate of pay (with reserve engineer).

**SECTION VII**

Temporary yard assignment vacancies at Deramus Yard which cannot be filled by the combined extra board will be filled in the following manner: without regards to prior right status, the senior rested engineer assigned to a yard assignment at Deramus Yard will be offered the vacancy and if such engineer does not accept the call for such temporary vacancy, or if he is unavailable for the call, the junior rested available engineer assigned to a yard assignment at Deramus Yard will be called and required to protect the vacancy.

**SECTION VIII**

All references herein to the masculine gender are for convenience only and apply equally to the feminine gender.

**SECTION IX**

This Agreement will become effective August 26, 1994, and constitutes the implementing agreement required under the provisions of Article I, Section 4, of the New York Dock Labor Protective Conditions as imposed by the ICC in its Finance Docket No. 32088.

Signed this 25th day of August, 1994, at Shreveport, Louisiana.

**FOR THE EMPLOYEES:**

*H. A. Moseley*

\_\_\_\_\_  
General Chairman  
Brotherhood of Locomotive Engineers

**FOR THE CARRIER:**

*H. J. Salmons*

\_\_\_\_\_  
Vice President - Human Resources  
The Kansas City Southern Railway Co.

**APPROVED:**

*E. L. Hayden*

\_\_\_\_\_  
Vice President  
Brotherhood of Locomotive Engineers

engineers) on the consolidated roster making bid for the job(s) will be assigned.

4. Q. Give example of how basic days are calculated for employees entitled to the extra board guarantee.

A. For purposes of our example, we will assume the following: it is a fifteen (15) day pay period; the engineer is marked up and available for each day of the pay period; the engineer makes 472 miles working assignments without a mileage component and 685 miles working assignments with a mileage component; yard rate of pay with reserve engineer is \$138.37; and, the basic day for those assignments with a mileage component is 130 miles. Shown below is the calculation for the employee's extra board guarantee.

$$\begin{array}{rcl} 472 \text{ miles} \div 100 \text{ miles} & = & 4.72 \text{ basic days} \\ 685 \text{ miles} \div 130 \text{ miles} & = & \underline{5.27} \text{ basic days} \\ \text{Total basic days worked:} & = & 9.99 \text{ basic days} \end{array}$$

$$\begin{array}{rcl} \text{Basic days available during pay period:} & & 15.00 \\ \text{Less basic days worked during period:} & & \underline{-9.99} \\ \text{Basic Day Guarantee due employee:} & & 5.01 \text{ basic days} \end{array}$$

$$\text{Amount of Guarantee due employee: } \$138.37 \times 5.01 = \underline{\underline{\$693.23}}$$



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