

Brotherhood of Locomotive Engineers and Trainmen, Division 599

IBT Rail Conference

Local Chairman

Russel "Bud" Pickett
6821 Dixie Shreveport Rd
Shreveport, LA 71107-8425
(318) 489-5044
E-mail budis488@aol.com

Secretary/Treasurer

David Rachal
244 Brenda Drive
Shreveport, LA 71115
E-mail trainman3346@aol.com



President

Michael J. Rogers
130 Sand Valley Road
Shreveport, LA 71107
(318) 489-5045
E-mail mavericksin8@bellsouth.net

Vice President

Keith Shea
5785 Gold Crest Drive
Bossier City, LA 71112
E-mail sheakeith@bellsouth.net

January 30, 2009

Kansas City Southern Railroad
Att: Mr. Brain Boutwell
Shreveport Terminal Superintendent
4601 Shreveport-Blanchard HWY
Shreveport, LA 71107

USPS Certified Mail
Return Receipt #: 70080150000135529716

Re: Shreveport Terminal Superintendent Circular #16

Mr. Boutwell,

The Organization is completely disagreeable with your Circular # 16 whereas you are informing Road Crews that it is not permissible to take a meal period beyond 12 hours. Your letter further states that the meal periods beyond 12 hours will need to be handled arbitrarily. Article 24 of the Collective Bargaining Agreements, signed into effect May 1973, well after when the Hours of Service Law changed from the sixteen (16) hour days to fourteen (14) hour days prior to December 26, 1972 and then to twelve (12) hour days after December 26, 1972, states as follows;

TIME FOR MEALS-ROAD CREWS

(A) Crews on freight trains will be allowed an opportunity to eat after having been on duty six (6) hours, and again after having been on duty twelve (12) hours or when it is known train will be unusually delayed. Stops to be made at established eating-places where possible and meal period taken not to exceed 30 minutes. They will notify the dispatcher in advance as to when they expect to stop to eat.

(B) Road switcher and/or other hourly paid road crews will be allowed a reasonable time for eating after having been on duty four hours and thirty minutes (4'30") and before completing six (6) hours on duty, and again after having been on duty twelve (12) hours. Stops to be made at established eating places where possible.

As you can see, the CBA gives the engineer the right to eat once after having been on duty six (6) hours and again, a second meal period, after having been on duty twelve (12) hours. They will notify the train dispatcher in advance as to when they expect to stop to eat. It is the Organization's position that the notification is on the first meal period to allow the Train Dispatcher ample time to co-ordinate the planned stop with train traffic. Due to the fact that the second meal period is allowed after the expiration of the Hours of Service and therefore, train traffic will not be interfered with, notification is not necessary nor has it every been mandated by the Carrier.

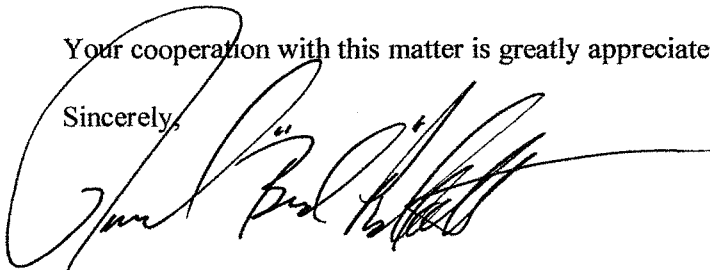
The Organization does take exception to your Circular as it does not conform to Section 2, Seventh of the Railway Labor Act. Your letter informs the Organization that the Carrier has taken the position that the employee is not entitled to eat at all. Your letter in essence, places a "blanket" denial on the engineer's right to take their meal periods as provided to them through their CBA. The Organization takes the position that the Carrier's position is nothing more than a willful and malicious breach of Contract.

As you are aware, the Carrier had already attempted to deny crew members their meal periods in the past which resulted in PLB 5149, Award 29, Case 29, which did not result in a favorable ruling for the Carrier.

The Organization is requesting that your Circular #16 be removed and that the membership be allowed their Collective Bargaining Rights by allowing them to eat after having been on duty twelve (12) hours.

Your cooperation with this matter is greatly appreciated.

Sincerely,



Russel "Bud" Pickett
Local Chairman, BLET 599

Cc: Mr. Sam Parker, General Chairman, BLE&T
Mr. Merle Geiger, Vice President, BLE&T
Mr. Claude Friesland, AVP, Midwest Division
Return Receipt #: 70080150000135529723
Ms. Kathleen Alexander, Director of Labor Relations
Return Receipt #: 70080150000135529730

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