

## **ADDENDUM 18**

### **MEMORANDUM OF AGREEMENT BETWEEN THE KANSAS CITY SOUTHERN RAILWAY COMPANY AND BROTHERHOOD of LOCOMOTIVE ENGINEERS**

Relating to establishing of interdivisional freight service to operate (or deadhead) between the following terminals, pursuant to Article VIII, BLE National Agreement of May 13, 1971:

1. Pittsburg, Kansas and Heavener, Oklahoma
2. Heavener, Oklahoma and Shreveport, Louisiana

As provided in Section 1(a) of Article VIII --- "Runs shall be adequate for efficient operations and reasonable in regard to miles run, hours on duty and in regard to other conditions of work."

#### **SECTION 1:**

(A) A pool of locomotive engineers may be established to operate in interdivisional freight service between Pittsburg, Kansas and Heavener, Oklahoma thereby discontinuing Watts, Oklahoma as a terminal for those locomotive engineers operating through that point in both directions.

(1) The assignment of locomotive engineers in the Pittsburg-Heavener pool will consist of an even number of Pittsburg and Heavener locomotive engineers. If an uneven number of locomotive engineers is assigned, the additional locomotive engineer will be a Pittsburg locomotive engineer.

(2) Pittsburg locomotive engineers will lay off and report at Pittsburg and their vacancies at home terminal protected by locomotive engineers from the Pittsburg extra board.

(3) Heavener locomotive engineers will lay off and report at Heavener and their vacancies at home terminal protected by locomotive engineers from the Heavener extra board.

(4) In the event that interdivisional runs result in a disparity of mileage between Pittsburg-based and Heavener-based locomotive engineers,

the mileage equity will be adjusted once 3800 such equity miles have accumulated, on the basis of the following mileage:

Watts to Pittsburg	108 miles North
Pittsburg to Watts	109 miles South
Watts to Heavner	101 miles

(B) A pool of locomotive engineers may be established to operate in interdivisional freight service between Heavener, Oklahoma and Shreveport, Louisiana, thereby discontinuing DeQueen, Arkansas as a terminal for those locomotive engineers operating through that point in both directions.

(1) The assignment of locomotive engineers in the Heavener-Shreveport pool will consist of an even number of Heavener and Shreveport (Fifth Subdivision) locomotive engineers. If an uneven number of locomotive engineers is assigned, the additional locomotive engineer will be a Shreveport (Fifth Subdivision) locomotive engineer.

(2) Heavener engineers will lay off and report at Heavener and their vacancies at home terminal protected by locomotive engineers from the Heavener extra board.

(3) Shreveport locomotive engineers will lay off and report at Shreveport and their vacancies at home terminal protected by locomotive engineers from the Shreveport (Fifth Subdivision) extra board.

(4) In the event that interdivisional runs result in a disparity of mileage between Heavener-based and Shreveport-based locomotive engineers, the mileage equity will be adjusted, once 3800 such miles have accumulated, on the basis of the following mileage:

Heavner to DeQueen	95 miles
DeQueen to Shreveport	121 miles

(C) Current mileage limitations (Section 80) will be observed.

(D) Vacancies resulting from emergencies at the away-from-home terminal will be protected by locomotive engineers from the away-from-home terminal extra board. Such extra locomotive engineers so used will be deadheaded to their extra board terminal after completion of trip.

(E) (1) A Pittsburg locomotive engineer arriving at Heavener will be marked up ahead of Heavener locomotive engineers. Likewise, a Heavener locomotive engineer arriving at Pittsburg will be marked up ahead of Pittsburg

**locomotive engineers.**

**(2) A Heavener locomotive engineer arriving at Shreveport will be marked up ahead of Shreveport locomotive engineers. Likewise, a Shreveport locomotive engineer arriving at Heavener, will be marked up ahead of Heavener locomotive engineers.**

**(3) Subject to paragraph (1) and (2) of this subsection (e), engineers will be called in order (first in, first out) at each terminal provided that the first out engineer will have eight hours or more to work within the limitations of the Hours of Service Act, as amended. If the first out engineer does not have eight hours or more to work under the Hours of Service Act, the next following engineer who has eight hours or more to work will be used. In the absence of a locomotive engineer in the interdivisional pool having eight hours or more to work, an extra engineer will be called at the home terminal to operate for one round trip. The use of locomotive engineers as described in this subsection (e) will not be construed as a runaround.**

**(4) Locomotive engineers operating in interdivisional service who are runaround by another locomotive engineer operating in interdivisional service shall be allowed 100 miles at the applicable rate for each time he is runaround at the terminal and shall remain first out.**

## **SECTION 2:**

**(A) All miles run over 100 in interdivisional freight service shall be paid for at the mileage rate established by the basic rate of pay for the first 100 miles or less.**

**(B) Every employee adversely affected either directly or indirectly as a result of the application of this rule shall receive the protection afforded by Sections 6, 7, 8 and 9 of the Washington Job Protection Agreement of May, 1936, except that for the purposes of this agreement Section 7(a) of the Washington Agreement is amended to read 100% (less earnings in outside employment) instead of 60%, and extended to provide period of payment equivalent to length of service not to exceed five years, and to provide further that allowances in Section 6 and 7 of the Washington Agreement be increased by subsequent general wage increases.**

**Any employee required to change his residence as a result of this agreement shall be subject to the benefits contained in Section 10 and 11 of the Washington Agreement, and in addition to such benefits shall receive a transfer allowance of four hundred dollars (\$400.00) and five working days instead of the "two working days" provided in Section 10(a) of said agreement. Under this**

Section 2(b), change of residence shall not be considered "required" if the reporting point to which the employee is changed is not more than thirty (30) miles from his former terminal.

### **SECTION 3:**

When locomotive engineers in interdivisional freight service are required to report for duty or are relieved from duty at a point other than the on and off duty points fixed for the service established hereunder, the Carrier shall authorize and provided suitable transportation for the locomotives engineers.

**NOTE:** Suitable transportation includes Carrier owned or provided passenger carrying motor vehicles or taxi, common carrier buses but excludes other forms of public transportation.

### **SECTION 4:**

Locomotive engineers in interdivisional service will only be relieved at their home terminal except in cases of emergency. Vacant positions of locomotive engineers relieved at the distant terminal in emergency will be filled by engineers standing for extra service from the source of supply at the distant terminal.

The extra engineer so used will be deadheaded to his home terminal as soon as reasonably possible after arrival at the distant terminal.

When a locomotive engineer in interdivisional service out of his home terminal is tied up under the Hours of Service Law, and a relief engineer is required, an extra locomotive engineer from the distant terminal will be used to handle the train into the distant terminal.

### **SECTION 5:**

When a locomotive engineers in the interdivisional service is tied up under the Hours of Service Law, he will not be deadheaded or operated back to the terminal from which he departed with his train, unless there has been a serious cessation of service of probable prolonged duration, preventing operations in either direction. When a locomotive engineer in interdivisional service is tied up under the Hours of Service Law account of fire, washout, wreck or other emergency, he may be required to handle his train to destination after having obtained legal rest.

### **SECTION 6:**

When a locomotive engineer assigned in interdivisional service is called

and not used he will be allowed fifty (50) miles and stand first out; if held for more than four (4) hours, he will be allowed one hundred (100) miles and stand first out.

## **SECTION 7:**

- (A) In connection with Section 1(a) and (b), whenever the locomotive engineers on one seniority accumulate in excess of 3800 miles above their percentage allotment, an adjustment will be made by the carrier and the local committees by reducing the number of locomotive engineers assigned from the seniority district having the over-mileage, or by increasing the number of engineers assigned from the seniority district having the under mileage, or both.
- (B) For the purpose of equalizing the mileage in this interdivisional service, the company will furnish the local chairmen (by the 15<sup>th</sup> day of each month) a statement showing the miles run by engineers in interdivisional service during the previous calendar month. Copy of these statements will also be furnished to the general chairman.

Adjustment will be made promptly after it is ascertained that an excess of 3800 miles has accumulated.

## **SECTION 8:**

Except in case of emergency (emergency meaning conditions such as Acts of God, wrecks, washouts, floods and fires, which interfere with the operation of trains), locomotive engineers working in interdivisional service will not be used for short service between the two terminals to intermediate points, and work train or wrecker service will be provided by the unassigned pool or the extra list which would have usually provided the service. Through and irregular freight service in the territory between Pittsburg and Watts will be performed by a Pittsburg south pool (or extra board in the absence of a pool). Pittsburg will continue to be the home terminal and Watts the away-from-home terminal for such locomotive engineers.

Through and irregular freight service in the territory between Watts and Heavener will be performed by a Heavener north pool (or extra board in the absence of a pool). Heavener will continue to be the home terminal and Watts the away-from-home terminal for such locomotive engineers.

Through and irregular freight service in the territory between Heavener and DeQueen will be performed by a Heavener south pool (or extra board in the

absence of a pool). Heavener will continue to be the home terminal and DeQueen the away-from-home terminal for such locomotive engineers.

Through and irregular freight service in the territory between DeQueen and Shreveport will be performed by a Shreveport north pool (or extra board in the absence of a pool). Shreveport will continue to be the home terminal and DeQueen the away-from-home terminal for such locomotive engineers.

Engineers working in interdivisional service who are used in other than an emergency as stated above to provide other service will be paid not less than they would have earned had they remained on their pool turn.

## **SECTION 9:**

The current lodging agreement, dated May 25, 1965 shall apply to locomotive engineers engaged in interdivisional service. When the lodging is more than one mile from the on and off duty point, the carrier will provide suitable transportation in both directions. At such locations, if transportation is not available within thirty (30) minutes following the time the crew is released from duty, the crew will be compensated on a minute basis for all time in excess of thirty (30) minutes at the rate of last service performed until transportation is provided. If the distance from the lodging facility to a restaurant exceeds one mile, carrier will provide suitable transportation in both directions. (Such transportation will be on a crew basis, and not on an individual basis). This transportation will be provided upon completion of inbound trip and prior to outbound trip.

Locomotive engineers engaged in interdivisional service will be allowed a meal payment of \$2.00 if held at away from home terminal four hours, and will be allowed an additional \$2.00 if not called for service after an additional eight hours.

## **SECTION 10:**

Section 30 (meals on Road) of the current agreement shall apply to engineers engaged in or deadheading on trains in interdivisional service; provided, that an allowance of \$2.00 shall be made to such an engineer who would have been entitled to but does not stop for a meal while on the road.

## **SECTION 11:**

If an engineer performing service on an interdivisional run, who is not already on overtime, does not complete his trip within the hours provided under

the Hours of Service Act (14 hours prior to December 26, 1972, 12 hours thereafter) he will be paid on a minute basis at the rate of 3/16 the basic daily rate per hour applicable to his trip from the expiration of the permissible non duty@ hours until he has arrived at (1) the terminal to which he was called, (2) his home terminal or (3) a location where lodging and meals are available. The provisions of Article II (Expenses Away from Home) of the June 25, 1964 Agreement, as amended, apply to Item (3) above.

## **SECTION 12:**

In the application of initial terminal delay rules, the phrase ~~a~~train leaves the terminal@ means when the train actually starts on its road trip from the track where the train is first made up. The train will not be moved off of the assembly track unless it is ready for outbound move; this will not prevent the carrier from making such a move if it facilitates the movement of an inbound train, or another outbound train, as well as advances the outbound move of the subject train; and the stopping to line a switch, or in observing a block, will not be considered as a disruption of the outbound move.

## **SECTION 13:**

It is understood that the extended freight runs referred to herein are bona fide through freights, and it is not intended that these runs be required to perform station or industry switching. Set outs or pick ups are permissible and not considered as station or industrial switching. If station or industry switching is required of a crew, said crew will be allowed the additional time consumed with a minimum of one (1) hour at the pro rata rate in addition to all other compensation for the day or trip.

## **SECTION 14:**

- (A) A locomotive engineer working in interdivisional service called by the carrier to attend an investigation as a witness will, if time lost, be paid what he would have made had he not been called as a witness. If required to attend an investigation as a witness on a layover day, he will be paid on the minute basis at the rate applicable to the last service performed for the actual time required to be in attendance at the investigation, the time to be computed from the time required to report until released, with a minimum of one hour. If required to leave his home terminal he will be allowed his legitimate expenses.
- (B) An extra locomotive engineer working in interdivisional service

required to attend an investigation as a witness will be paid on the minute basis at the rate applicable to the last service performed for the actual time required to be in attendance at the investigation, the time to be computed from the time required to report until released with a minimum of one hour. An extra locomotive engineer in interdivisional service missing a trip because of attending an investigation as a witness will be paid the earnings he would have made had he not been called as a witness and will be marked up on the board ahead of the extra man who made the trip.

- 8) A locomotive engineer, working in interdivisional service, not disciplined and who is required to deadhead to or from the point where an investigation is held, will be compensated for the loss of earnings or for deadheading, whichever is greater.

### **SECTION 15:**

Locomotive engineers in interdivisional service who are required to deadhead over the expanded districts provided in this agreement will be provided with reasonable comfort while so deadheading; and, when required to deadhead on a freight train, a caboose that has comfortable seating for both the working crew of the train and employees being deadheaded will be provided.

### **SECTION 16:**

- (A) At terminals where locomotive engineers in interdivisional service go on and off duty, they shall be provided with lockers, washing and toilet facilities and refrigerated drinking water. Locker room and related facilities will be regularly cleaned and maintained.
- (B) The following items on engines used in interdivisional service will be maintained in proper condition:
- (1) Cab Heaters
  - (2) Cab Weatherstripping
  - (3) Windshield and Waper
  - (4) Drinking Water
  - (5) Toilet Facilities

(As to toilet facilities, this provision will apply to the newest SD-40's and to other new units as they are ordered and received.)

### **SECTION 17:**

When interdivisional service is established, locomotive engineers will not be expected to make qualifying trips over that part of the territory new to them,



on their own time; but this will not prevent the carrier from calling such an engineer to make an interdivisional run, accompanied by traveling engineer (or by another engineer if the carrier so elects) until the carrier's official considers such engineer qualified over the territory which may be new to him.

## **SECTION 18:**

Nothing herein shall be construed as modifying or amending any of the provisions of the current schedule agreement or the May 13, 1973 National Agreement as specifically set forth herein.

## **SECTION 19:**

This agreement shall become effective upon at least ninety-six (96) hours' written notice by the carrier to the employees, and shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended.

Signed at Kansas City, Missouri, this 22<sup>nd</sup> day of September, 1972.

For the:

**BROTHERHOOD of LOCOMOTIVE ENGINEERS:**

**T. J. Fulkerson  
GENERAL CHAIRMAN**

**THE KANSAS CITY SOUTHERN RAILWAY COMPANY**

**D. E. Farra  
VICE PRESIDENT PERSONNEL  
FOR THE CARRIER.**

**APPROVED:**

**B. N. Whitmire  
FIRST VICE PRESIDENT, BLE**

