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MEMORANDUM OF AGREEMENT between The Atchison, Topcka and Santa Fe Railway Company and its employees represented by the Brotherhood of Locomotive Engineers.

IT IS AGREED:

- a. At Winslow, Arizona, the two present combined freight boards for engineers will be abrogated, and in their place will be established two pool freight boards to protect interdivisional pool freight service between Winslow and Belen, and the other between Winslow and Needles.
 - b. It is understood the Winslow Engineers' Guaranteed Extra Boards, seniority district 2 Winslow East and seniority district 3 Winslow west will protect all other service out of Winslow, except assigned short pool service.
 - c. When a pool freight board at Winslow is exhausted, service will be protected by the appropriate engineers' guaranteed extra board. (Example: When the pool freight board between Winslow and Belen is exhausted service will be protected by seniority district 2 Winslow East guaranteed extra board.)
- Engineers on the pool freight board will work first-in, first-out among themselves
 out of Winslow, subject to the provisions of the active/inactive board(s).
- 3. a. An engineer on the inactive board who lays off will take his turn with him, and the next cut engineer will be used.
 - b. When an engineer on the active board lays off or misses a call his turn will be filled from the guaranteed extra board. If the guaranteed extra board is exhausted when an engineer on the active board lays off or misses a call the next out engineer will be used. He will be held off until he reports and then marked to the foot of the board, with a minimum of 12 hours off unless his services are required by the carrier.

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- c. Applicable to the inactive board only, engineers when laying off may request their turn remain on the inactive board until it is run around, at which time it will be placed to the bottom of the inactive board. An engineer exercising this option must at the time of lay off request his turn be held, otherwise he will be considered as laying off under 3 and 4(a) of this Agreement. Engineers on the inactive board at the home terminal may mark to the bottom of the inactive board once during a layover.
- a. Engineers reporting for service after laying off will be marked up to the foot of the board.
 - b. Engineers returning from layoff or vacation will not be permitted to mark up until 12:01 a.m. following the last day of their vacation. Engineers can call in as early as 11:00 p.m. but no later than 1:00 a.m. for mark up effective at 12:01 a.m.
- 5. a. When a pool freight engineer is used for other than pool freight service in the absence of an extra board or demoted engineer, the first-out engineer on the home terminal inactive board on the seniority district where the vacancy occurs or the service is required will be called to protect the service. If the first-out engineer is unavailable, the next-out engineer will be called.
 - b. An inactive board engineer used under (a) above will be allowed what he actually earns in the other-than-pool freight service or the round trip district mileage (made whole), whichever is greater. He will be relieved as soon as an extra or demoted engineer becomes available.
- 6. a. An engineer on the active board at the home terminal at the time he is displaced by a reduction in the number of turns in the pool or by a senior engineer exercising seniority will remain on his turn until he returns to the home terminal. In such case the senior engineer making the displacement will be marked first out on the inactive board at the time of displacement.
 - b. Engineers exercising seniority onto the pool freight board will take the turn unless the junior engineer has already been called.
- The pool freight boards will be regulated in accordance with applicable Schedule rules.

8. The Carrier will not be held liable for any claims for nunaround or so-called mishandling which might result form compliance with this Agreement.

This Agreement will be placed into effect at 12:01 a.m. on May 1, 1993. This Agreement will remain in effect for 90 days, after which it may be automatically cancelled by either party serving 10 days' written notice upon the other.

FOR THE ORGANIZATION:

FOR THE CARRIER:

General Chairman, BLE

Asst. Vice President - Labor Relations



MEMORANDUM OF AGREEMENT between The Atchison, Topeka and Santa Fe Railway Company and its employees represented by the Brotherhood of Locomotive Engineers.

IT IS AGREED:

The following will govern the handling of engineers assigned to the guaranteed extra boards at Winslow, Arizona.

- 1. With the exception of No. 2 below, engineers assigned to the seniority district 2 (Winslow East) guaranteed extra board will protect other than ID service Winslow east towards Gallup and engineers assigned to the seniority district 3 (Winslow West) guaranteed extra board will protect other than ID service Winslow west towards Seligman. Extra board engineers will not be used east of Gallup or west of Seligman unless they are being used to augment the freight pool.
- 2. When a Winslow pool freight engineer lays off or misses a call from the active board his turn will be filled from the appropriate guaranteed extra board.
- 3. If there are insufficient bids for either seniority district 2 (Winslow East) guaranteed extra board or seniority district 3 (Winslow west) guaranteed extra board, bids may be made by engineers from the other district guaranteed extra board.
- 4. If it is necessary to force assign engineers to these boards, the Junior demoted engineer holding common rights will be assigned.

This agreement will become effective 12:01 a.m. May 1, 1993. This Agreement will remain in effect for 90 days after which it may be automatically cancelled by either party serving 10 days' written notice upon the other.

FOR THE ORGANIZATION:

FOR THE CARRIER:

General Chairman, BLE.

Asst. Vice President - Labor Relations



MEMORANDUM OF AGREEMENT between The Atchison, Topcka and Santa Fe Railway Company and its employees represented by the Brotherhood of Locomotive Engineers.

IT IS AGREED:

The following will apply to engineers assigned to the Engineers' Guaranteed Extra Boards at Winslow, Arizona.

- 1. When exercising seniority engineers will mark up to the foot of the board.
- 2. Layoffs will be handled in accordance with the guaranteed extra board agreement effective January 1, 1990, except as specifically provided in 3 and 4 below.
- 3. When marking up after being on vacation or laying off for any reason, engineers will mark up to the foot of the board.
- 4. If more than one engineer is marking up from laying off at the same time, the engineer who has been off the longest will be marked up first. Engineers who laid off at the same time will be marked up in the same relative standing they held on the board at the time they laid off.
- 5. Mark ups are effective at 12:01 a.m. Engineers can call in as early as 11:00 p.m. but no later than 1:00 a.m. for mark up effective at 12:01 a.m.

This Agreement will become effective at 12:01 a.m. May 1, 1993. This Agreement will remain in effect for 90 days after which it may be automatically cancelled by either party serving 10 days' written notice upon the other.

FOR THE URGANIZATION:

FOR THE CARRIER:

General Chairman, BLE

Asst. Vice President - Labor Relations

LETTER OF UNDERSTANDING

AT WINSLOW, ARIZONA THE TWO PRESENT COMBINED FREIGHT BOARDS FOR ENGINEERS WILL BE ABROGATED, AND IN THEIR PLACE WILL BE ESTABLISHED TWO POOL FREIGHT BOARDS TO PROTECT INTERDIVISIONAL POOL FREIGHT SERVICE BETWEEN WINSLOW AND BELEN, AND THE OTHER BETWEEN WINSLOW AND NEEDLES.

- I. The following provisions apply to the two guaranteed extra boards to be established at Winslow:
 - A. <u>East</u> Guaranteed Extra Board at Winslow will work as follows:
 - 1. Winslow East Extra Board will cover the following: Gallup Local, lay off or missed call on I.D. active board or short pool, lay off, missed call or no bids received on Winslow Switch Engine. All extra work other than I.D. service as agreed to by Local Chairman and Carrier agent.
 - Winslow East Extra Board will not be used to protect service currently protected by the Gallup Guaranteed Extra-Board.
 - B. <u>West</u> Guaranteed Extra Board at Winslow will work as follows:
 - 1. Windlow West Extra Board will cover the following: Lay offs or missed calls on I.D. active board or short pool, lay off or missed call on Flagstaff Road Switcher. All extra work other than I.D. service as agreed to by Local Chairman and Carrier agent.
 - C. East and West Guaranteed Extra Boards at Winslow will be subject to the following provisions:
 - 1. Extra Board Engineers will not be used East of Gallup or West of Seligman unless they are being used to augment the I.D. freight pool. (Refer to 11-B-1 and 11-C-1).
 - 2. If there are insufficient bids for either Seniority District 2 (Winslow East) or Seniority District 3 (Winslow West) Guaranteed Extra Board, bids may be Engineers from the opposite Seniority District Guaranteed Extra Board.

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- 3. If it is necessary to force assign Engineers to these board, the junior demoted Engineer holding common rights will be assigned.
- 4. When exercising seniority, Engineers will mark up to the foot of the board.
- 5. Lay offs will be handled in accordance with the Guaranteed Extra Board Agreement effective January 1, 1990, except as specifically provided in 7 and 8 below.
- 6. When marking up after being on vacation or laying off for any reason, Engineers will mark up to the foot of the board.
- 7. If more than one Engineer is marking up from laying off at the same time, the Engineer who has been off the longest will be marked up first. Engineers who laid off at the same time will be marked up in their same relative standing they held on the board at the time they laid off.
- 8. Mark ups are effective at 12:01 a.m. Engineers may call in as early as 11:00 p.m. but no later than 1:00 a.m. for mark up effective at 12:01 a.m.
- II. The following provisions apply to the handling of the freight pools at Winslow.
 - A. Inactive board provisions.
 - 1. An Engineer on the inactive board who lays off will take his turn with him, and the next out Engineer will be used. Engineers reporting for service after laying off, will be marked up to the foot of the board.
 - 2. Engineers, when laying off, may request their turn remain on the inactive board until it is run around, at which time it will be placed to the bottom of the inactive board. An Engineer exercising this option must at the time of lay off, request his turn be held (N.F.B.), otherwise he will be considered as laying off under A-1 of this agreement. Engineers on the inactive board at the home terminal may mark to the bottom of the inactive board (F.O.B.) once during a lay over.

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- 3. When a pool freight Engineer is used for other than pool freight service in the absence of an Extra Board Engineer, the first out Engineer on the home terminal inactive board on the Seniority District where the vacancy occurs or the service is required, will be called out to protect the Service. If the first out Engineer is unavailable, the next out Engineer will be called without penalty to the first out Engineer.
- 4. An inactive board Engineer used under (3) above will be allowed what he actually earns in the other-than-pool freight service or the round trip district mileage, plus all arbitraries (made whole), whichever is greater. He will be relieved as soon as an extra board Engineer becomes available.
- 5. An Engineer exercising seniority onto the inactive board will immediately be placed on turn in its current position on board.
- B. Active board provisions.
 - 1. When an Engineer on the active board lays off or misses a call, his turn will be filled from the Guaranteed Extra Board. If the Guaranteed Extra Board is exhausted, when an Engineer on the active board lays off or misses a call, his/her turn will be filled by the next out home terminal Engineer on active board. Engineer missing a call or laying off will be held off the board until he/she reports and then will be marked to foot of board.
 - 2. An Engineer on the active board at the home terminal at the time he/she is displaced for any reason, will remain on turn until it is called and be allowed to complete trip. Engineer making displacement will be immediately placed first out on inactive board unless Engineer requests to be placed to bottom of inactive board.
- C. General provisions for handling of freight pools.
 - When a pool freight board at Winslow is exhausted, service will be protected by the appropriate Engineers. Guaranteed Extra Board. (Example: When the Pool Freight Board between Winslow and Belen is exhausted, service will be protected by Seniority District 2 Winslow East Guaranteed Extra Board.)

- 2. Engineers returning from a vacation will not be permitted to mark up until 12:01 a.m. following the last day of their vacation. Engineers can call in as early as 11:00 p.m. but no later than 1:00 a.m. for mark up effective at 12:01 a.m.
- 3. The Pool Preight Boards will be regulated in accordance with applicable schedule rules and the carrier will not be liable for any claims for runaround or so-called mishandling which might result from compliance with this agreement.

This agreement will be placed into effect at 12:01 a.m., Wednesday, April 28, 1993. This agreement will remain in effect for 90 days, after which it may automatically cancelled by either party serving 10 days written notice upon the other.

Eddie

From:

"Pat Williams" <pjwilliams@sbcglobal.net>

To: Sent: "Eddie" <esanch78@cableone.net> Tuesday, March 02, 2004 6:39 AM

Subject:

Re: Working Extra

Ed:

On your extra board agreement at Winslow when your extra board is exhausted they use a pool engineer and he is paid make whole and placed to the foot of the board.

Pat

---- Original Message ----

From: Eddie To: Pat Williams

Sent: Monday, March 01, 2004 10:20 AM

Subject: Working Extra

Pat.

On working extra, if you are called off of the inactive board to work extra because the extraboard is exhausted, as in dogcatching and such. Is it an option to go first out in 8 hours or should you go to the foot of the board and claim a make whole account your turn was runaround while you are working extra? In the past I thought we claimed a make whole and just went to the foot of the board.

Eddie Sanchez