

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 Memorandum of Agreement dated April 19, 1972, effective May 15, 1972 (as amended by the February 16, 1973 agreement), establishing interdivisional service between Temple, Texas and Houston/Galveston, Texas is amended as follows:

1. Part I (b) and (c) and Part II(a) are eliminated and in their place the following will govern:

Engineers in interdivisional service will protect unassigned freight service between Temple and Houston or Galveston in either the Temple/Houston pool or the Temple/Galveston pool. When a pool freight engineer arrives at his home terminal, such engineer will be placed to the bottom of the home terminal board. Engineers from the other home terminal arriving at the same location will be placed to the bottom of the away-from-home terminal board. These boards shall be designated as the "inactive boards."

For the benefit of pool freight engineers at their home terminal, carrier will move sufficient home terminal and away-from-home terminal engineers from the inactive boards to a so-called "active board", which board will govern the order in which home and away-from-home engineers will be called during the next eight-hour period based on anticipated service, and such "active board" will only protect ID services. While Carrier has the right to determine the ratio for calling pool freight engineers, Carrier will not exceed a ratio of 5:1, away-from-home terminal vs. home terminal or vice versa.\* If the Carrier determines a need to deadhead surplus away-from-home pool freight engineers, such engineers will not be counted in the ratio, but will be counted as turns.

\*NOTE: In the absence of an available (rested) away-from-home terminal pool freight engineer, home terminal engineers may be called in excess of the ratio of 5:1. In an emergency, the ratio will not be applicable.

The active board will be updated each four (4) hours, by deleting engineers that have been

called during the prior four hours, as well as adding engineers to the active board. Home terminal engineers (at their home terminal), when placed on the active board, will not have their order (number of times out) changed.

#### Balancing of Pools

As of 12:01 a.m. each Tuesday, BLE Local Chairmen will be provided a status report of trips made by Temple and Houston/Galveston pool freight engineers during the preceding 7 days (from the preceding Tuesday at 12:01 a.m.). The carrier will then be obligated to attain a trip balance of plus or minus four turns on the basis of 50% Temple trips and 50% Houston trips, and 50% Galveston trips, between Temple and Houston/Galveston engineers at any point in time between 12:01 a.m. on the twelfth day and 11:59 p.m. on the fourteenth day. If at any point during the 72-hour period from 12:01 a.m. on the twelfth day and 11:59 p.m. on the fourteenth day, the trips between the pools are balanced within four turns, then no adjustment will be made on the part of the carrier to balance said trips between the pools. A new balance cycle will not start until 12:01 a.m. on the fifteenth day, or 12:01 a.m. on every other Tuesday. If a balance within four turns between trips obtained by each pool cannot be reached at any point in time between 12:01 a.m. on the twelfth day and 11:59 p.m. on the fourteenth day of the cycle, the carrier will be obligated to balance the trips to the pool with the lesser number of trips obtained from the beginning of the balance cycle based on the imbalance as of 11:59 p.m. on the fourteenth day, within four (4) one-way trips.

If the trips balance within four turns at any point between 12:01 a.m. on the twelfth day of the balance cycle and 11:59 p.m. on the fourteenth day, but the trips as of 11:59 p.m. on the fourteenth day were not in balance, any imbalance will be carried over and the new cycle would start with this imbalance. If, however, the trips between the pools did not balance within four turns at any point between 12:01 a.m. on the twelfth day and 11:59 p.m. on the fourteenth day, the carrier will be obligated to make an adjustment to the extent that the imbalance exceeds four (4) one-way trips.

When carrier desires to change the starting day of the balancing cycle it will provide a minimum of 15 days' advance written notice to the Local Chairmen, who will have the opportunity, within this notice period, to discuss the matter with the Superintendent, or his representative, if they so desire. The carrier will not serve a notice to change the starting day of the balancing cycle more often than once every 90 days and will advise the reason therefor.

Question and Answer No. 1(a)

Q. If a total of 140 trips had been made at noon the thirteenth day, 71 by Temple engineers and 69 by Houston engineers, does this represent a balance of not more than four trips?

A. Yes.

Question and Answer No. 1(b)

Q. If the balance between pools were to be "4" at 11:00 p.m. on the eleventh day of balancing cycle and did not reach "4" at any point between 12:01 a.m. on the twelfth day and 11:59 p.m. on the fourteenth day, while ending up 8 one-way trips out of balance at 11:59 p.m. on the fourteenth day, what is the obligation of the carrier?

A. The carrier would be obligated to balance the trips in favor of the pool with the lesser number of trips in the amount of 4 one-way trips (8 one-way trips out of balance - 4 one-way trips limit = 4 one-way trips). The new balance cycle will start with four one-way trips in favor of the pool with the greater number of trips.

Question and Answer No. 1(c)

Q. When carrier is obligated to make the trip balance in Question 1(a) above, how shall it be accomplished?

A. The carrier will call from the pool with the lesser number of one-way trips the required number of engineers from the home terminal or the away-from-home terminal, or a combination thereof, to dead-head by 11:59 p.m. of the fourteenth day.

Question and Answer No. 1(d)

- Q. What is the penalty if the carrier fails to deadhead the number of pool freight engineers required in Question 1(b)?
- A. The required number of engineers that should have been called to deadhead by 11:59 p.m. on the fourteenth day (Question and Answer 1(c)) will, when going on duty after 11:59 p.m. of the fourteenth day be allowed a one-way working trip in addition to all other earnings on that trip.

Question and Answer No. 2

- Q. If the balance of trips between the pools were to be 10 out of balance on the seventh day of the balancing cycle, yet a 4 balance was reached at 9:00 p.m. on the twelfth day, while ending up 8 trips out of balance at 11:59 p.m. on the fourteenth day, what is the obligation of the carrier?
- A. The carrier would not be obligated to make any adjustments since a "4" balance was reached between 12:01 a.m. on the twelfth day and 11:59 p.m. on the fourteenth day.

Question and Answer No. 3

- Q. If at 11:59 p.m. on the fourteenth day, the balance was off by 7 one-way trips between the pools yet 3 engineers were en route, what is the obligation of the carrier?
- A. Carrier would not be obligated to make any adjustments, since the three engineers en route as of 11:59 p.m. on the fourteenth day will be counted as having completed their trip for purposes of trip balance, i.e., within four (4) one-way trips.

Question and Answer No. 4

- Q. Will pool freight engineers who are on duty but have not departed as of 11:59 p.m. on the fourteenth day be counted in the trip balance?
- A. Engineers who are on duty but have not departed at 11:59 p.m. on the fourteenth day will be counted in the trip tabulation between pools the same as those in Question 3.

Question and Answer No. 5

- Q. How will pool freight engineers overtaken by the Hours of Service Law be treated with respect to the trip balance?
- A. An engineer in ID service overtaken by the Hours of Service Law will be credited with the entire one-way trip. Likewise, any ID engineer utilized to dog catch the engineer en route will be credited with an entire one-way trip for trip balancing purposes. Other than this, there will be no count to the trip balance.

Question and Answer No. 6

- Q. What if an involuntary closure of mainline(s) between Temple and Houston occurs between 12:01 a.m. of the 8th day and 11:59 p.m. of the 14th day of the balancing cycle?
- A. If such a closure of mainline(s) occurs, the carrier will attempt to balance the trips at some point between 12:01 a.m. on the twelfth day and 11:59 p.m. on the fourteenth day. However, if conditions were such that a trip balance of "4" cannot be obtained between 12:01 a.m. on the twelfth day and 11:59 p.m. on the fourteenth day as a result of this service interruption, the carrier will not be responsible for balancing trips between the pools for that particular cycle; however, the imbalance will be carried over to the next balancing cycle.

Question and Answer No. 7

- Q. If a trip balance of "4" is obtained on the twelfth or thirteenth day of the cycle, when does a new cycle begin?
- A. Regardless of when a "4" balance is reached between 12:01 a.m. on the twelfth day and 11:59 p.m. on the fourteenth day, a new balance cycle begins at 12:01 a.m. on the fifteenth day, or every other Tuesday at 12:01 a.m.

Question and Answer No. 8

- Q. Will any trips incurred as a result of work/wreck trains be utilized for trip balancing purposes?
- A. No, only trips incurred in ID freight service will be included in trip balance.

2. Part II(g) is eliminated and in its place the following will govern:

Providing Relief for HSL Crews

In connection with relieving interdivisional pool freight engineers tied up under the Hours of Service Law, the following will prevail when it is necessary to call a road engineer out of the terminal:

EASTBOUND (NORTH) TRAINS

Between Houston or Galveston & Bellville, including Bellville - ID pool freight engineer standing first out at either Houston or Galveston

Between Bellville & Temple - Extra Board Engineer at Temple

WESTBOUND (SOUTH) TRAINS

Between Temple & Bellville, including Bellville - ID pool freight engineer standing first out at Temple

Between Bellville & Houston or Galveston - Extra Board Engineer at either Houston or Galveston

When an interdivisional pool freight engineer is tied up under the Hours of Service Law and is to be transported to the distant terminal to complete the trip, the following will govern:

- a. One (1) hour will be free time.
- b. Straight time allowance will be paid for any time in excess of free time calculated from time tied up under the Hours of Service Law and time transportation became available.

3. Any agreement rule, award or practice which prohibited the Carrier from calling engineers on their rest at the away-from-home terminal is eliminated.

The above agreement, signed this \_\_\_\_\_ day of \_\_\_\_\_, 1992, at Schaumburg, Illinois, will become effective January 21,

1992 and will continue in effect for 120 days. Thereafter it may be canceled by 10 days' written notice by either party upon the other, and the handling will revert to its present status.

FOR THE ORGANIZATION:

FOR THE CARRIER:

E.A. McDaniel Jr  
General Chairman, BLE

James M. Farrell  
Director-Labor Relations

MOFAID.TEM



The Atchison, Topeka and Santa Fe Railway Company

1700 East Golf Road  
Schaumburg, Illinois 60173-5860

December 19, 1991  
47-1240-20-6

Mr. C. A. McDaniel  
General Chairman  
Brotherhood of Locomotive Engineers  
3910 S. Georgia  
Amarillo, TX 79109-4837

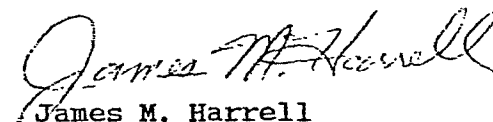
Dear Sir:

This has reference to the Memorandum of Agreement providing for the test of variable calling between Temple and Houston/Galveston.

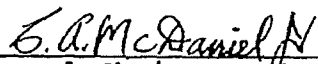
When the active board is set, if an engineer(s) is (are) to be deadheaded, they will be designated at the time the active board is set. An engineer at the away-from-home terminal, once designated as a deadhead to the home terminal, may deadhead on an earlier train, if requested. However, proper authority must be obtained from the Regional Operations Center if requesting to deadhead in advance of designated turn. The turn itself will be placed in proper sequence upon the turn's arrival at the home terminal.

If the foregoing correctly describes our understanding, please signify in the space provided below.

Yours truly,

  
James M. Harrell  
Director-Labor Relations

AGREED:

  
General Chairman, Brotherhood  
of Locomotive Engineers





**The Atchison, Topeka and Santa Fe Railway Company**

1700 East Golf Road  
Schaumburg, Illinois 60173-5860

December 19, 1991  
47-1240-20.6

Mr. C. A. McDaniel  
General Chairman  
Brotherhood of Locomotive Engineers  
3910 S. Georgia  
Amarillo, TX 79109-4837

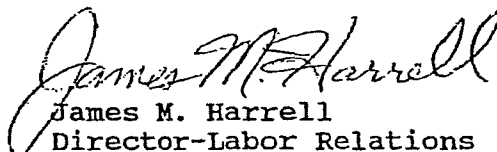
Dear Sir:

This has reference to the Memorandum of Agreement providing for the test of variable calling between Temple and Houston/Galveston.


If either local chairman serves notice to you of his desire to cancel the agreement after the 120-day test, the agreement will be cancelled and the handling will revert to its current status.

If this correctly describes our interpretation, please sign below.

Yours truly,

  
James M. Harrell  
Director-Labor Relations

AGREED:

  
General Chairman Brotherhood  
of Locomotive Engineers



The Atchison, Topeka and Santa Fe Railway Company

1700 East Golf Road  
Schaumburg, Illinois 60173-5860

December 19, 1991

Mr. C. A. McDaniel, Jr., General Chairman  
Brotherhood of Locomotive Engineers  
3910 South Georgia  
Amarillo, Texas 79109-4837

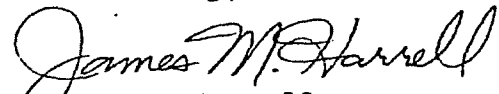
Dear Sir:

This has reference to our conversations in connection with the recognition of Mykawa, an intermediate point, as an on/off duty point as opposed to the former on/off duty point at Milby Street, Houston.

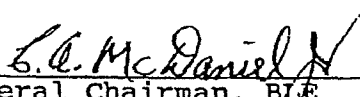
This will confirm our understanding that Mykawa will be the on/off duty point for transportation purposes only. Any payment provisions by agreement, such as, but not limited to, switching at Mykawa, mileage paid previous to the change from Milby Street and ITD/FTD will remain intact as though Milby Street was still considered the on/off duty point.

This understanding will be subject to ten days cancellation by either party.

Yours truly,

  
James M. Harrell  
Director - Labor Relations

AGREED:

  
General Chairman, BLE



The Atchison, Topeka and Santa Fe Railway Company



1700 East Golf Road  
Schaumburg, Illinois 60173-5860

December 6, 1993  
47-1240-20-6  
47-620

Mr. J. L. Hogan, General Chairman  
Brotherhood of Locomotive Engineers  
4223 W. Pipeline  
Eules, Texas 76040

Mr. G. R. Neal, General Chairman  
United Transportation Union (CT&Y)  
807-B Center Avenue  
Brownwood, Texas 76801

Gentlemen:

I am writing to confirm our discussion of November 29, 1993, at Eules, Texas, concerning changes in the active board on the Temple/Houston interdivisional run.

We agreed that from this point forward, we will not make any changes to trainmen or engineers who have been activated other than to occasionally change them from working status to deadhead status.

Yours truly,

Milton H. Siegele, Jr.  
Director - Labor Relations

cc: M. L. Hughes  
W. F. Henry  
D. R. Stout  
J. G. Hartenbower  
C. E. Gunn

RECEIVED

DEC 09 1993

BLE GCA-AT&F

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY

1700 East Golf Road  
Schaumburg, Illinois 60173-5860



April 2, 1996  
1240

Mr. J. L. Hogan, General Chairman  
Brotherhood of Locomotive Engineers  
4223 West Pipeline  
Eules, Texas 76040

Dear Mr. Hogan:

This records our understanding that effective this date Part III(b) of the Memorandum of Agreement effective May 15, 1972 (The Bellville Run-Thru) is amended as set forth below:

In order to expedite the movement of these interdivisional pool freight runs, the Carrier shall determine the conditions under which such crews may stop to eat. When crews, working or deadhead, are not permitted to stop to eat, they will be paid an allowance of \$1.50 for the trip, unless the crew is on duty in excess of eight hours, in which event \$5.00 will be allowed in lieu of \$1.50.

Will you please confirm this by adding your signature below and return a copy of this letter.

Yours truly,

Handwritten signature of Milton H. Siegle in cursive.

Milton H. Siegle  
Director - Labor Relations

Confirmed:

Handwritten signature of J. L. Hogan in cursive.  
General Chairman BLEHandwritten signature of Robert A. Cook in cursive.  
LC BLE 206



The Atchison, Topeka and Santa Fe Railway Company

1700 East Golf Road  
Schaumburg, Illinois 60173-5860

December 19, 1991

Mr. C. A. McDaniel, Jr., General Chairman  
Brotherhood of Locomotive Engineers  
3910 South Georgia  
Amarillo, Texas 79109-4837

Dear Sir:

In an effort to eliminate confusion by the employees as to proper mileage allowance to claim because of the various routes traversed in Houston and considerable handling in the timekeeping department, I have been advised that Superintendent K.W. Ross has reached a tentative agreement with the local chairmen of the BLE and UTU.

In this regard, they have agreed to the following mileage allowances for interdivisional service between Houston/Temple.

Route #1: Temple-Houston or Houston-Temple = 213  
(Milby Street roundhouse-South Yard to Temple or traverse route)

Route #2: Houston-Temple; Houston-Temple  
One common mileage for all other routes traversed in Houston terminal, and there would be no extension of the one hour, fifteen minutes free time for initial terminal delay or the one hour free time for final terminal delay. = 230

Route #3: Houston-Temple; Temple-Houston via Smithers Lane = 219

If you are agreeable to the foregoing, with the understanding this agreement may be canceled by either party upon ten days' written notice, please sign in the space provided below and return the original.

Yours truly,

*James M. Harrell*  
James M. Harrell  
Director-Labor Relations

Agreed:

*C.A. McDaniel Jr.*  
General Chairman, BLE

The Atchison, Topeka and Santa Fe Railway Company



7412 Jefferson Street, N. E.  
Albuquerque, New Mexico 87109

February 11, 1994

Mr. J. L. Hogan, General Chairman  
Brotherhood of Locomotive Engineers  
4223 West Pipeline  
Euless, Texas 76040

Dear Sir:

In reference to Letter Agreement dated December 19, 1991,  
regarding mileage allowances for interdivisional service between  
Houston and Temple the following will be added as Route #4.

Route #4: Temple-Houston or Houston-Temple = 235  
(Pasadena Yard)

If you are agreeable to the foregoing, please sign in the  
space provided below and return the original.

Yours truly,

Handwritten signature of J. G. Hartenbower in cursive.

J. G. Hartenbower  
Regional Manager-Labor Relations

Agreed:

Handwritten signature of J. L. Hogan in cursive.  
\_\_\_\_\_  
General Chairman, BLE

**The Atchison, Topeka and Santa Fe Railway Company**



7412 Jefferson Street, N. E.  
Albuquerque, New Mexico 87109

September 7, 1995

Mr. J. L. Hogan, General Chairman  
Brotherhood of Locomotive Engineers  
4223 West Pipeline  
Euless, Texas 76040

Dear Sir:

In reference to Letter Agreement dated December 19, 1991, regarding mileage allowances for interdivisional service between Houston and Temple the following will be added a Route #5.

Route #5: Temple-Houston or Houston-Temple = 242  
(Trains received/delivered beyond PTR North Yard on the Northshore Subdivision)

If you are agreeable to the foregoing, please sign in the space provided below and return the original.

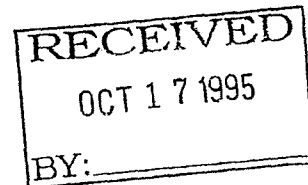
Yours truly,

A handwritten signature in cursive script that reads "J. G. Hartenbower".

J. G. Hartenbower  
Sr. Regional Manager-Labor Relations

Agreed:

\_\_\_\_\_  
General Chairman, BLE



WESTERN LINES

OFFICE OF GENERAL MANAGER

Amarillo, Texas 79101

F. N. STUPPI,  
General Manager

At Temple, Texas  
February 16, 1973  
S-77-535

Mr. T. L. Henderson  
P. O. Box 1511  
Brownwood, Texas 76801

Dear Sir:

This will confirm the understanding reached in conference at Temple, Texas, on February 15, 1973, that the Agreement establishing intradivisional and/or interseniority district service for freight engineers between Temple and Houston and between Temple and Galveston effective May 15, 1972, will be amended and modified effective February 16, 1973, as indicated by the following:

(1) Delete Part IV reading as follows:

" (a) Engineers assigned in intradivisional and/or interseniority district service as provided in PART I hereof shall not be required to perform station switching and shall be allowed an arbitrary payment of 30 minutes at pro rata rate for each intermediate station in excess of 3 where they are required to set out and/or pick up cars. Crews in this service held for connection at any intermediate station in excess of 30 minutes shall be paid for all time so held at pro rata rate.

(b) An engineer protecting service under this agreement required to exchange trains with another engineer en route, will be allowed additional compensation in accordance with Award of Arbitration Nos. A-3437 and A-3546, effective February 1, 1953, in effect on the Western Lines, Northern and Southern Divisions. "

and substitute the following in lieu thereof as Part IV:

(a) It is not intended that intradivisional and/or interseniority district service engineers assigned under the terms of this Agreement, will be required to perform local freight work such as station, plant and industrial switching. If, however, such service is required, said engineer will be allowed actual time consumed with a minimum of thirty minutes (30") at pro rata rate, for each point, in addition to all other compensation for the day or trip.



(2)

NOTE: Spotting of cars at a particular location on designated track, switching out cars from behind other cars, or making other than straight set out and/or pick up, shall be considered station or industrial switching in the application of this Part IV(a).

(b) When an engineer in intradivisional and/or interseniority district service is required to stop at more than three points enroute for the purpose of making any change in the train content (other than setting out bad order car from train) said engineer will be allowed actual time aggregated with a minimum of thirty minutes (30") at pro rata rate, in addition to all other compensation for the day or trip. "Change in the train content" means when cars are added to or taken from the train.

(c) The provisions of the conversion rules of the respective agreements are set aside when an engineer receives compensation under the provisions of Part IV(a) and/or (b) of this agreement.

(d) When an engineer is required to exchange trains with another engineer enroute, the engineer will be paid the full mileage of the trip for which originally called, plus extra compensation on a minute basis for all time consumed from departure after trading trains until arrival and going off duty at their final terminal. All payments to be at the highest rate applicable to any of the service performed enroute.

(2) Add the following as Part VIII:

(a) Engineers in pool freight and in unassigned service held at other than home terminal will be paid on the minute basis for the actual time so held after the expiration of sixteen hours from the time relieved from previous duty at a rate per hour of 1/8th of the daily rate paid them for the last service performed. Should an engineer be called for service or ordered to deadhead after pay begins, held away from home terminal time shall cease at the time pay begins for such service or deadheading. Payments accruing under this rule shall be paid for separate and apart from pay for the subsequent service or deadheading.

(b)(1) When an engineer assigned in intradivisional and/or interseniority district service is called and released, after time of going on duty, but before road trip commences, such engineer will be paid 100 miles and stand first out for service after 8 hours rest under the Hours of Service Law, subject to call after 6 hours and 30 minutes.

(b)(2) When engineers are called and released before going on duty, they will be paid 50 miles at pro rata rate for service called and maintain their standing on the board.

(3)

(c) Engineers will continue to receive not less than the mileage allowances presently being paid between Temple and Houston (213 miles) and between Temple and Galveston (218 miles) unless such mileage is decreased or increased due to line changes.

(d) Engineers in intradivisional and/or interseniority district service will be permitted to advance starting date of vacation to coincide with start of layover days.

Yours truly,

*F. N. Stuppi*

ACCEPTED:

*T. L. Henderson*

T. L. Henderson, General Chairman, BofLE

OPERATING DEPARTMENT

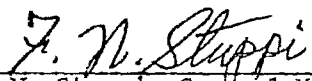
At Temple, Texas  
February 16, 1973  
S-77-535

Mr. T. L. Henderson  
P. O. Box 1511  
Brownwood, Texas 76801

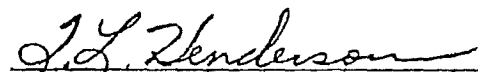
Dear Sir:

In connection with understanding reached on February 15, 1973, amending and modifying the Agreement providing for intradivisional and/or interseniority district service between Temple and Houston and between Temple and Galveston, it was agreed effective February 16, 1973, when engineers are assigned to intradivisional and/or interseniority district service and an engineer is deadheaded, the first out engineer will deadhead and second engineer will work. The deadhead engineer will be first out on arrival at end of run.

Yours truly,

  
\_\_\_\_\_  
F. N. Stuppi, General Manager  
Western Lines

ACCEPTED:

  
\_\_\_\_\_  
T. L. Henderson, General Chairman, BofLE

OPERATING DEPARTMENT

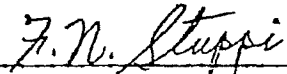
At Temple, Texas  
February 16, 1973  
S-77-535

Mr. T. L. Henderson  
P. O. Box 1511  
Brownwood, Texas 76801

Dear Sir:

In the application of Part IV(d) of the Letter of Understanding entered into at Temple, Texas, on February 16, 1973, amending and modifying the agreement providing for intradivisional and/or interseniority district service between Temple and Houston and between Temple and Galveston, effective May 15, 1972, we agreed that the "extra compensation on a minute basis for all time consumed from departure after trading trains until arrival and going off duty at their final terminal" would commence at the time the first crew involved in the exchange of trains departs following such exchange.

Yours truly,

  
\_\_\_\_\_  
F. N. Stuppi, General Manager  
Western Lines

ACCEPTED:

  
\_\_\_\_\_  
T. L. Henderson, General Chairman, BofLE

MEMORANDUM OF AGREEMENT entered into 19th day of April, 1972, at Temple, Texas, by and between the Atchison, Topeka and Santa Fe Railway Company, Western Lines, and the Brotherhood of Locomotive Engineers, pursuant to Article VIII, "Interdivisional, Interseniarity District, Intradivisional and/or Intraseeniarity District Service (Freight or Passenger), of the National Agreement dated May 13, 1971:

IT IS AGREED:

PART I

In accordance with Section 1 of Article VIII of the National Agreement dated May 13, 1971, the Company will establish intradivisional and/or interseniarity district service for freight engineers on the Southern Division as set forth below:

(a) Bellville Yard, Texas, will be eliminated as an away-from-home terminal for engineers operating in intradivisional and/or interseniarity district through and irregular freight service. Such engineers will operate between Temple, Texas, and Houston, Texas, and between Temple, Texas, and Galveston, Texas. This will not eliminate Bellville Yard as an away-from-home terminal for engineers working in short pool service between Temple and Bellville Yard and between Galveston and Bellville Yard.

(b) An even number of intradivisional and/or interseniarity district turns for engineers will be established initially between Temple and Houston with an equal number of turns being manned by Temple and Houston engineers, subject to subsequent changes in regulation of mileage.

(c) An even number of intradivisional and/or interseniarity district turns for engineers will be established initially between Temple and Galveston with an equal number of turns being manned by Temple and Galveston engineers, subject to subsequent changes in regulation of mileage.

(d) Temple will be the home terminal for the engineers working out of Temple to Houston and return, and Houston will be the home terminal for the engineers working out of Houston to Temple and return. Temple will be the away-from-home terminal for Houston engineers and Houston will be the away-from-home terminal for Temple engineers in this service.

(e) Temple will be the home terminal for the engineers working out of Temple between Temple and Galveston and return, and Galveston will be the home terminal for the engineers working out of Galveston between Galveston to Temple and return. Temple will be the away-from-home terminal for Galveston engineers and Galveston will be the away-from-home terminal for Temple engineers in this service.

NOTE: Under Section (d), Houston will continue to be an intermediate point for all irregular service, except as provided herein.

PART II

(a) Temple engineers upon arrival at either Houston or Galveston in intradivisional and/or interseniority district service will be marked up in proper order on the respective boards after they are rested ahead of either Houston or Galveston engineers for service back to Temple. Houston and Galveston engineers upon arrival at Temple in intradivisional and/or interseniority district service will be marked up in proper order on the board after they are rested ahead of Temple engineers for service back to their respective home terminals.

(b) Employees in intradivisional and/or interseniority district service will lay off at home terminal only, except in case of emergency, and will report at home terminal only.

(c) Vacancies at home terminals will be protected by men from home terminal extra boards. Temple engineers from Temple extra board, Houston and Galveston engineers from Galveston extra board.

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

(e) Engineers in intradivisional and/or interseniority district service who lay off at away-from-home terminal account of illness or injury to himself or an immediate member of his family will be permitted to ride a freight train to home terminal.

(f) When an engineer in intradivisional and/or interseniority district service is tied up under the Hours of Service Law or required to give up train, such engineer will be deadheaded promptly to destination.

(g) When an engineer in intradivisional and/or interseniority district service is tied up under the Hours of Service Law, an extra engineer from the destination extra board will be used to handle train to destination.

NOTE: Temple engineer if destination is Temple, and Galveston engineer if destination is Houston or Galveston.

PART III

(a) All miles run over 100 shall be paid for at the mileage rate established by the basic rate of pay for the first 100 miles or less.

(b) When an engineer is required to report for duty or is 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 provide suitable transportation for the engineers.

(c) On runs established in intradivisional and/or interseniority district service engineers will be allowed \$1.50 meal allowance after four hours at the away-from-home terminal and another \$1.50 allowance after being held an additional eight hours.

(d) In order to expedite the movement of intradivisional and/or interseniority runs, engineers on runs of 100 miles or less will not stop to eat except in cases of emergency or unusual delays. For engineers on runs of more than 100 miles, the Carrier shall determine the conditions under which such crews may stop to eat. When engineers on runs of more than 100 miles do not stop to eat, engineers of such crews shall be paid an allowance of \$1.50 for the trip.

#### PART IV

(a) Engineers assigned in intradivisional and/or interseniority district service as provided in PART I hereof shall not be required to perform station switching and shall be allowed an arbitrary payment of 30 minutes at pro rata rate for each intermediate station in excess of 3 where they are required to set out and/or pick up cars. Crews in this service held for connection at any intermediate station in excess of 30 minutes shall be paid for all time so held at pro rata rate.

(b) An engineer protecting service under this agreement required to exchange trains with another engineer en route, will be allowed additional compensation in accordance with Award of Arbitration Nos. A-3437 and A-3546, effective February 1, 1953, in effect on the Western Lines, Northern and Southern Divisions.

#### PART V

(a) Engineers assigned in intradivisional and/or interseniority district service will not be used to perform non-intradivisional and/or interseniority district service.

(b) Carrier will not require more persons to ride in caboose on train in intradivisional and/or interseniority district service than seats available.

#### PART VI

Nothing herein contained shall be construed as modifying or amending any of the provisions of the Schedule Agreements between the Carrier and the B.L.E., except as herein provided.

PART VII

This Agreement entered into at Temple, Texas, on April 19, 1972, shall become effective at 12:01 AM, May 15, 1972, and remain in full force and effect until changed in accordance with the provisions of the Railway Labor Act, as amended.

FOR THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS:

FOR THE CARRIER:

T. L. Henderson  
T. L. Henderson, General Chairman

F. N. Stuppi  
F. N. Stuppi, General Manager -  
Western Lines



MEMORANDUM OF AGREEMENT

between

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY  
Western Lines - Northern and Southern Divisions

and

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

IT IS AGREED:

The following will apply to engineers in the same pool operating in interdivisional service from the same home terminal:

(1) When circumstances justify allowing one engineer to run around another engineer between terminals, such engineer will take his turn in the order in which he departed the initial terminal. In the event the engineer so run around stands to be called for service before securing required rest under the Hours of Service Law, such engineer will be run in accordance with arrival from the distant terminal, and regain his original position upon his arrival at the home terminal.

(2) Engineers running around other engineers and engineers which are run around, shall, upon arrival at the objective terminal, place notation upon the register and notify crew clerk in writing the engineers they have run around or who have run around them so that crew clerk may determine the order in which they are to be called. When engineers are given their turn in accordance with information furnished, the Carrier will not be penalized.

This Understanding, signed this 27th day of June, 1972, to be effective July 1, 1972, shall remain in effect until changed or terminated in accordance with the Railway Labor Act, as amended.

FOR THE BROTHERHOOD OF  
LOCOMOTIVE ENGINEERS:

T. L. Henderson  
T. L. Henderson, General Chairman

FOR THE CARRIER:

F. N. Stuppi  
F. N. Stuppi, General Manager,  
Western Lines