

AGREEMENT

between

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY
- COAST LINES

and the

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

It is agreed:

SECTION I

Pursuant to Article VIII of the National Agreement dated May 13, 1971, with the Brotherhood of Locomotive Engineers, it is agreed that The Atchison, Topeka and Santa Fe Railway Company-Coast Lines will establish intradivisional service for pool freight engineers as set forth below:

(a) Intradivisional service will operate from terminal of Richmond, California, to the terminal of Calwa, California and the reverse.

(b) Richmond and Calwa, California, will continue to be the home terminals for the Second District freight engineers. Pool freight engineers will operate through the terminal of Riverbank.

(c) For engineers operated in pool service, the following will apply:

1. So-called "active" and "inactive" boards will be established at each terminal. Engineers arriving at their away-from-home-terminal will be placed on the bottom of the active board in the order of their arrival. Engineers arriving at their home terminal will be placed on the bottom of the inactive board in the order of their arrival, and if the engineers on that board exceeds the quota, the first-out inactive engineer will be moved to the bottom of the active board.
2. The local representatives of the Carrier and the Organization shall regulate the number of active crews. The quota for the inactive boards will be the difference between the number of active engineers and the total engineers assigned in pool service.

3. Engineers will be called in turn and run in accordance with applicable schedule rules from the active board provided they will have full rest under the Hours of Service Law at the time they will be required to report for duty.

(d) In respect to deadhead engineers at their away-from-home-terminal, it is agreed that engineers can be deadheaded out of turn with respect to home terminal engineers, when excess engineers are at their away-from-home-terminal.

(e) All deadheading will be paid for by the Carrier. Deadheads will be counted as turns. It is understood Richmond and Calwa engineers will not be worked out of turn except as outlined above.

(f) Engineers will be deadheaded on the faster through freight trains. Preference will be given to Trains 901-968-119 and 379 or absent the above a comparable substitute train. Engineers may also be deadheaded on commercial transportation.

(g) Engineers in intradivisional service who are ordered to appear at investigations at other than their home terminal will be paid the deadhead mileage, unless applicable schedule rules provide greater compensation.

SECTION II

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.

(a) When engineers are required to report for duty or are relieved from duty at point other than the on and off duty points fixed for the service established hereunder, the Carrier shall provide suitable transportation for the engineers.

At Richmond and Calwa if the distance between point of going on or off duty and the point nearest available to change off point is in excess of 1/4 mile, transportation will be furnished.

(b) At away-from-home-terminals the Carrier will provide suitable lodging or an allowance in lieu thereof, as required in the current Lodging Agreement. Commencing on the effective date of this Agreement, Carrier will furnish suitable lodging to all employes here involved and continuing until September 1, 1972. Subsequent thereto each employe will have the choice of being furnished suitable lodging or an allowance in lieu thereof, as required in the current Lodging Agreement, such choice

to be made in writing not later than ten (10) days prior to September 1, 1972 and subject to change only on ten (10) days' written notice prior to December 1 and June 1 of each year thereafter.

(c) If place of lodging furnished by the Carrier and/or suitable eating place is over 1/2 mile from the on and off duty point, transportation will be furnished.

(d) All engineers who are entitled to transportation will be furnished transportation promptly, but not later than thirty (30) minutes after their tie-up time, or the engineer will be permitted to use commercial transportation and be reimbursed for same by the Carrier.

NOTE: For the territory between Richmond and Calwa the mileage question (mileage to make up the 100-mile basic day between terminals) may be submitted to arbitration for a decision. If the employes prevail, the mileage in dispute will be allowed by the Carrier to each employe affected retroactive to the date that these new intradivisional runs commenced.

SECTION III

(a) Intradivisional engineers under this Agreement will not trade off trains between their initial and final terminals.

particular
(b) In intradivisional service covered by this Agreement, engineers will receive overtime rate after being on duty ten (10) hours in addition to mileage run.

(c) All other service out of the home terminals will be protected by the respective extra boards with the exception of regular assignments between Calwa and Riverbank and Riverbank and Richmond.

SECTION IV

(a) Engineers will be allowed a \$2.00 meal allowance after four (4) hours at the away-from-home-terminals and another \$2.00 allowance after being held an additional eight (8) hours until changed by later agreement.

(b) In the event an engineer does not stop enroute to eat he will be allowed \$1.50 for the trip.

SECTION V

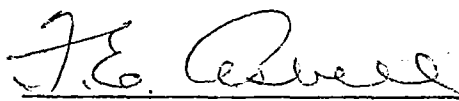
Nothing herein contained shall be construed as modifying or amending any of the provisions of the Schedule Agreement between the Carrier and the B.L.E. except as specifically provided herein.

SECTION VI


This Agreement shall become effective 12:01 A.M. August 1 1972, and remain in full force and effect until changed in accordance with the provisions of the Railway Labor Act, as amended.

Dated at Los Angeles, California this 20th day of July 1972.

FOR THE ORGANIZATION:



F. E. Asbell - General Chairman



D. G. Ruegg, Acting General Manager

MAR 24 1986

effective 4-1-85

47-1240-2012

MEMORANDUM OF UNDERSTANDING between The Atchison, Topeka and Santa Fe Railway Company and its employes on the Coast Lines represented by the Brotherhood of Locomotive Engineers.

IT IS AGREED:

In the application of the Memorandum of Agreement signed July 20, 1972, effective August 1, 1972, covering intradivisional service between Richmond and Calwa, California, the following will apply in the event the active pool board becomes exhausted at either Richmond or Calwa:

- (1) The first-out engineer on the inactive board at the terminal where the active board is exhausted will be called. If contacted, the engineer will be obligated to protect the service for which called.
- (2) If the first-out engineer on the inactive board cannot be contacted, he will remain first out on the inactive board and the second-out engineer will be called for the service.
- (3) If the first-out engineer on the inactive board is laying off, the turn will be filled by an extra board engineer, who will remain in the pool until arrival back at the home terminal. The engineer laying off will be permitted to mark up at the expiration of twelve (12) hours from the time of lay off, and will be marked to the bottom of the inactive board.
- (4) Should the first-out, second-out, etc., engineers on the inactive board be unavailable (e.g., cannot be reached, insufficient time under Hours of Service Law, etc.), and the turn immediately following them is vacant, due to the regular engineer laying off, the turn will be filled by an extra board engineer, who will remain in the pool until arrival back at the home terminal. The engineer laying off will be permitted to mark up at the expiration of twelve (12) hours from the time of lay off, and will be marked to the bottom of the inactive board.
- (5) If none of the engineers on the inactive board are available or are laying off, an extra board engineer will be called for the service and will remain in the pool until arrival back at the home terminal.
- (6) The Carrier will not be held liable for any claims for runaround or so-called mishandling which might result from compliance with this Agreement.

PERSONNEL DEPARTMENT

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THIS UNDERSTANDING will become effective at 0001 on APRIL 1, 1985, and may be automatically cancelled by either party upon ten (10) days' advance written notice.

FOR THE ORGANIZATION:

Donald E. Orzoff
Local Chairman, BLE
(Richmond)

J. H. Hogan
Local Chairman, BLE
(Calwa)

APPROVED:

S. E. [Signature]
General Chairman, BLE

FOR THE CARRIER:

[Signature]
Superintendent

APPROVED:

John P. Fratello, Jr.
Vice President - Personnel
and Labor Relations



October 23, 1992

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

It is agreed that the engineers guaranteed Road/Yard extra board at Stockton/Mormon and the distribution of work rules currently applicable to the Richmond guaranteed Road/Yard extra board is amended accordingly as follows:

1. The Stockton/Mormon engineers guaranteed Road/Yard extra board will protect:
 - a. Stockton yard assignments.
 - b. Unassigned service, temporary vacancies in assigned service, and relief of assigned service between Stockton and Riverbank.
 - c. Vacancies in assigned and unassigned work trains between Stockton and Riverbank.
2. In the event that the Stockton/Mormon extra board becomes exhausted the following will apply:
 - a. The senior rested available regular assigned engineer in the Mormon yard, observing days off, may be used.
 - b. There being no regular assigned engineers observing rest days available then the senior assigned regular engineer in the Stockton/Mormon yard may be used.
 - c. There being no engineers available, such vacancies will be protected by the Richmond engineers guaranteed Road/Yard extra board on a daily rotating basis.
3. In the event a situation arises not covered with this agreement the applicable representative of the Carrier and the affected local chairman will agree as to the manner of handling until a determination is made as to the proper handling under applicable rules.

(2)

This agreement is without prejudice to either party's position and will become effective at 12:01 A.M. October 30, 1992, following which may be cancelled upon ten (10) days written notice by either party.

FOR: THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS

A. F. Amador
LOCAL CHAIRMAN, BLE

FOR: THE ATCHISON, TOPEKA AND
SANTA FE RAILWAY COMPANY

J. N. Eshelman
REG. MGR. LABOR RELATIONS

APPROVED:

G. L. McDaniel
GENERAL CHAIRMAN, BLE