

MEMORANDUM OF AGREEMENT between the Atchison, Topeka and Santa Fe Railway Company - Eastern and Western Lines (excluding Northern and Southern Divisions) and its employes represented by the Brotherhood of Locomotive Engineers.

IT IS AGREED:

- (1) At Slaton, Texas, the present pool freight boards for engineers shall be abrogated, and in their place shall be established; 1) a pool freight board to protect pool freight service between Slaton and Sweetwater; 2) a pool freight board to protect pool freight service between Slaton and Amarillo; and 3) a pool freight board to protect pool freight service between Slaton and Clovis.
 - (a) It is understood the Slaton Engineers' Guaranteed Extra board will continue to protect all other service out of Slaton.
 - (b) When one of the pool freight boards at Slaton is exhausted, service will be protected by the engineers' guaranteed extra board. In the absence of an available engineer on the extra board, the service will be protected under the provisions of the Single Seniority Agreement. If that step fails to produce an engineer, the junior available engineer at Slaton, regardless of pool designation, will be required to protect the service.
- (2) Engineers on the three pool freight boards shall work first-in first-out among themselves on their respective boards out of Slaton.
- (3) An engineer who lays off will take his turn with him, and the next out engineer will be used.
 - (a) Any vacation vacancy of less than 10 days duration will be left in the pool and be protected by extra board engineers.
- (4)
 - (a) Engineers reporting for service after laying off or when exercising seniority onto one of the pool freight boards will be placed at the bottom of their assigned board.
 - (b) Engineers returning from vacation will not be permitted to mark up until 12:01 A.M. following the last day of their vacation.
 - (c) Engineers returning from vacation will be marked up ahead of engineers marking up after being off on miles.
 - (d) Engineers marking up after being off on miles will mark up in the same order they were marked off.

- (e) An engineer who is not available for call when he stands to protect pool freight service will be held off until he reports and then be marked to the bottom of the board with a minimum of 12 hours off, unless his services are required by the Carrier.
- (f) An engineer laying off will be required to be off a minimum of 12 hours.
- (5) (a) An engineer on any of the pool freight boards who is not available for call, when he stands to protect other than pool freight service, will not be marked up on the board until the engineer who protects the service completes his tour of duty or returns to the home terminal, at which time he will (if available) be marked up at the bottom of the board behind the engineer who protected the service. If, however, the service to be protected extends longer than one tour of duty, the engineer who fails to protect his turn may, if both engineers agree, relieve the engineer who protected the service at no expense to the Carrier.

NOTE: This paragraph is to apply only to the first engineer who is unavailable for the call. Other engineers who miss the call will be held off until reporting and then be marked to the foot of the board.

- (b) When pool freight engineers are used for other than pool freight service in the absence of extra board or demoted engineers, under (a) above, the junior available engineer in the pool on the district where the vacancy exists will be required to protect the service. Should there be no available engineers in that pool, the junior available pool freight engineer, regardless of pool designation, will be required to protect the service.
- (6) An engineer who is first-out 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 man exercising seniority will be allowed (if he so desires) to remain on his turn until it is called and returns to the home terminal.
- (7) An engineer used in turnaround service at the away-from-home terminal will not be used again in such service if there is another engineer available at the away-from-home terminal.
- (8) The three pool freight boards will be regulated according to Items 3(a) and (b) of Appendix 18 to the Engineers' Schedule.

- (9) The Carrier will not be held liable for any claims for runaround or so-called mishandling which might result from compliance with this Agreement.

This Agreement, signed at Chicago, Illinois, on March 25, 1986, will be placed into effect at 12:01 A.M. on April 9, 1986, or as soon as possible after its receipt by those responsible for handling engineers at Slaton, Texas. This Agreement will remain in effect for 60 days, after which it may be amended or automatically abrogated upon ten days' advance written notice by either party, upon the other.

FOR THE ORGANIZATION:

G. A. McDaniel
General Chairman, BLE

FOR THE CARRIER:

John P. Frestel
Vice President - Personnel and
Labor Relations

76930

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IT IS AGREED:

At Slaton, Texas, an engineer in pool freight service will not be used in pool freight service if he has less than six (6) hours to work if there is:

- 1) An engineer in the pool that has six (6) hours or more to work, or
- 2) An engineer on the Road Engineers' Guaranteed Extra Board that has six (6) hours or more to work, or
- 3) A demoted engineer that has six (6) hours or more to work.

Note: The Carrier will not be penalized if an engineer with less than six (6) hours to work is runaround according to this agreement.

An engineer in pool freight service or on the Road Engineers' Guaranteed Extra Board run-around in accordance with this agreement will maintain his place on the board.

This agreement will not preclude the Carrier from using an engineer with less than six (6) hours to work if his services are needed.

- 4) It is understood that a reasonable and sufficient number of engineers will be maintained on the Guaranteed Engineers' Extra Board to supply this extra service.

This Agreement entered into on March 25, 1986, shall become effective at 12:01 AM on April 9, 1986, and shall remain in effect thereafter until it is automatically cancelled by either party serving 10 days' advance written notice upon the other.

FOR THE ORGANIZATION:

FOR THE CARRIER:

Local Chairman BLE

Superintendent - Plains Division

E. A. McDaniel Jr.
General Chairman BLE

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

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IT IS AGREED:

The following shall apply to engineers assigned to the Guaranteed Road Engineers' Extra Board at Slaton:

1. When exercising seniority, marking up after being off on miles or vacation, engineers will mark to the bottom of the board.
2. When marking up after laying off for any reason, other than those listed in No. 1 above, engineers shall be marked up first-out.
3. Lay offs shall be in multiples of 24 hours, 12:01 AM to 12:01 AM. Marking up at any other time, unless authorized by the Carrier in an emergency, shall not be permitted.
3. If more than one engineer is marking up from laying off at the same time, the engineer who has been off the longest shall be marked up first-out. Engineers who laid off at the same time shall be marked up in the same relative standing they held on the board at the time they laid off.

This Agreement entered into on March 25, 1986, shall become effective at 12:01 AM on April 9, 1986, and shall remain in effect thereafter until it is automatically cancelled by either party serving 10 days' advance written notice upon the other.

FOR THE ORGANIZATION:

FOR THE CARRIER:

G. A. McDaniel Jr.
General Chairman BLEC

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

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