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**SUPPLEMENT TO RULE # 1:**

Engineers instructed by the Carrier to attend a meeting or confer with Carrier Representatives while off duty, which requires engineer to leave his residence, will be paid actual time consumed in said meeting with a minimum of four (4) hours pro rata at the rate of last service performed. Attendance at rules classes and formal investigation is not covered by this rule.

MEMORANDUM OF AGREEMENT  
Between  
THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY  
-COAST LINES-  
and  
BROTHERHOOD OF LOCOMOTIVE ENGINEERS

IT IS AGREED:

Amend Rule 10 (d) to read:

(d) Road Switcher Service

- (1) Assignments operating on a turnaround basis having a radius not to exceed 25 miles from terminal or tie-up point shall classify and be assigned as Road Switcher Service.
- (2) Engineers assigned to Road Switcher Service may be run in and out and through their regular assigned terminals without regard for rules defining completion of trips. Time to be computed continuously from time required to report for duty until released from duty at home terminal.
- (3) Assignments shall be confined to a radius of 25 miles, one hundred (100) miles or less, eight (8) hours or less, to constitute a day.
- (4) If engineers operate in excess of 100 miles they shall be allowed the mileage actually operated at straight time rate or 100 miles and overtime after the expiration of eight (8) hours on duty, whichever is greater.

NOTE: This rule does not prohibit assignments in Road Switcher Service in excess of a radius of 25 miles arrived at by mutual consent between the Carrier and the General Chairman.

- (5) Assignments of engineers to this service will be made by bulletining vacancies or new runs.

Bulletins shall specify terminal, limits of assignment, and time to commence service.

Spur tracks connecting to tracks that are within the specified limits of the road switcher assignment will be a part of the assignment.

- (6) Engineers required to go beyond limits of assignment will be allowed a minimum of one hundred (100) miles at the rate of the service performed **for each time so used**. Time thus consumed to be excluded in computing overtime worked on regular assignment. Should computation on continuous time basis from time first coming on duty until final release, pay more, continuous time will be allowed.
- (7) It is permissible to include in the bulletin covering a Road Switcher assignment one or more occasional trips outside of the limits of regular assignment which, if made, will be paid for on basis of being part of the assignment. Territory, which extends beyond the regular limits of assignment, will not be considered Road Switcher Territory for road crews in the application of the conversion factor.
- (8) Engineers will be paid for miles actually run, with a minimum of 100 miles at a single rate of pay applicable to road switcher service amounting to \$48.31 per hundred operating with firemen and \$52.31 operating without firemen. There overtime rate will be three-sixteenths of the single daily rate. Rates of pay specified in the foregoing shall be subject to subsequent general wage increases or decreases, which rate shall be applicable regardless of the weight on drivers of the locomotive used during the tour of duty.
- (9) Through freight and local freight engineers performing **1' 45" or more station switching within the limits of a Road Switcher Assignment** will convert to the Road Switcher Rate for engineers if such rate is greater than the weight on drivers rate of the locomotive used plus the 56 cents per 100 miles specified in Rule 10, paragraph (a).

It is agreed that conversion rules applicable to the Conductor and Trainmen on their crew will determine whether through freight or local freight engineers may exercise the option to convert to Road Switcher Rate as specified in the foregoing paragraph.

- (10) Engineers in Road Switcher Service will **not be tied up** where suitable accommodations for sleeping and eating are not available.

- (11) Road Switchers will not be assigned to work less than six days per week, except may be reduced to five days per week during the week the following legal holidays occur (or if such holidays fall on Sunday, the day generally observed shall be considered the holiday):

New Years Day	Labor Day
Washington's Birthday	Veterans Day
Decoration Day	Thanksgiving
Fourth of July	Christmas

This Agreement entered into under date of July 3, 1974, is to become effective July 15, 1974, and shall continue in effect subject to thirty (30) days written notice by either party of a desire to change or terminate same in accordance with the Railway Labor Act, as amended.

QUALIFICATION FOR ROAD SWITCHER RATE PER ITEM (9):

**Road Switcher rate of pay would not take place unless and until a through freight or local crew performed 1' 45" or more station switching within the limits of a single road switcher assignment.**



## Supplement to Rule 13: WORK TRAIN SERVICE

MEMORANDUM OF AGREEMENT between The Atchison, Topeka and Santa Fe Railway Company and its employees represented by the Brotherhood of Locomotive Engineers and the United Transportation Union, Conductors and Trainmen's Committees, providing for the manning and operation of Track Geometry Test Car Equipment, when handled in a special train separate and apart from assigned or unassigned freight or passenger service.

### IT IS AGREED:

- (1) The Special Train will **not exceed 5 cars** consisting of test equipment and business cars, and when necessary to utilize steam generator equipment, it will be given a count as one of the 5 cars. Crew will **not be required to switch or handle other cars.** Caboose will not be used in operation of this Special Train.
- (2) The crew of a Special Train will consist of not less than an engineer, conductor, and one brakeman.
- (3) Where yard contracts are in effect this service will be limited to the main line and CTC auxiliary tracks.
- (4) The Special Train will be in **work train service**, whether or not any testing is performed during a tour of duty, and rates of pay for that class of service will apply. Crews will be compensated for actual miles run or hours on duty, whichever is the greater with a minimum of 100 miles. (The intent of the preceding sentence is to reflect and understanding that Northern and Southern Division Crews will be compensated on the same basis as under rules in effect on the Eastern, Western and Coast Lines.) All schedule rules governing the operation in temporary or regular work train service will apply except as specifically excepted herein.

NOTE: Temporary service and service which is under bulletin, will be protected **from the extra board.** If extra board exhausted or is non-existent, the service will be protected from the source of supply which provides extra employee (s) for the specific territory.

Assigned or pool employees used in lieu of extra employees to protect the service will compensated in accordance with existing **“Make Whole”** rules of their respective Agreements.

- (5) This agreement will not serve to establish any precedent.
- (6) This agreement will become effective August 15, 1973 and shall remain in full force and effect subject to 60 days advance written notice from any party, of it's desire to modify, amend or cancel same.

## Supplement to Rule 15: YARD SERVICE

Referring to our discussion concerning method of payment made to engineers when they are required to **double in yard service** and are unable to work the full **eight hour period** because of limitations imposed by the Hours of Service Law:

It is agreed that this matter will be disposed of in its entirety, including all pending claims and any claims **that might arise in the future** on the basis of the following understanding:

- (1) When an engineer is required by the Carrier to double over on a yard job at a time when he (1) **has less than 8 hours** under the Hours of Service Law, (2) has already worked **at least 8 hours** in yard service, and (3) is qualified for **time and one-half**---he will be allowed payment at time and one-half for the time he actually works on the assignment on which he doubles, and for the balance of the eight-hour shift, which he is unable to work because of the Hours of Service Law, he will **paid at the pro rata rate**. For example, an employee works 8:00 am to 4:00 PM. He is required by the Carrier to double over to a yard job commencing at 4:00pm and is relieved at 8:00 PM. For the second assignment, he will be **4 hours at time and one-half and four hours at the pro rata rate**.
- (2) The understanding set forth in paragraph 1 will also apply when an engineer is called by the Carrier on **short rest** to work a second assignment.
- (3) An engineer will not have any claim to a job **if he has less than 8 hours** to work under the Hours of Service Law.
- (4) When an engineer is relieved before the completion of an assignment because of the Hours of Service Law, the applicable rules will govern the balance of the crew.

Supplement to Rule 19: SENIORITY (Albuquerque Division)

February 23, 1993

Mr. T. H. Eshelman  
Regional Manager, Labor Relations  
The ATSF Railway Company  
740 East Carnegie Drive  
San Bernardino, CA 92408-3571

Dear Sir:

This will confirm our discussion on February 10, 1993, wherein it was agreed that in application of Section 1(b) of the straight seniority agreement and letter of agreement dated June 7, 1977, presently in effect on the First District of the Albuquerque Division, engineers forced assigned to vacancies closing out no bid will still be required to take such assignments; however, subsequently thereto they will be permitted to bid in other engineer's vacancies, but would still be considered forced assigned and may not return to firing service or occupy the engineer's reserve board until such time as a junior man becomes available.

This agreement is applicable to the First District of the Albuquerque Division only and may be cancelled by either party upon the other by ten- (10) days written notice.

Yours truly,

G. E. Mettler, Jr.

Supplement to Rule 19 (M): SENIORITY

MEMORANDUM OF AGREEMENT between the Atchison, Topeka and Santa Fe Railway Company---Coast Lines---and the Brotherhood of Locomotive Engineers providing for the consolidation of seniority between locomotive engineers on the Second and Third Districts of the Albuquerque Division.

IT IS AGREED:

**ARTICLE 1**

- (a) Effective at 12:01am on January 1, 1981, engine service employees with seniority as engineer on the Second District of the Albuquerque Division, to known as prior rights Second District Engineers, will be given a seniority date of January 1, 1981, on the Third District of the Albuquerque Division and added to the bottom of the Third District Engineer's Roster in the same relative standing as they now hold on the Second District Engineer's Roster.
- (b) Effective at 12:01am on January 1, 1981, engine service employees with seniority as engineer on the Third District of the Albuquerque Division, to be known as prior rights Third District Engineers, will be given a seniority date of January 1, 1981, on the Second District of the Albuquerque Division and added to the bottom of the Second District Engineers Roster in the same relative standing as they now hold on the Third District Engineers Roster.
- (c) Engine service employees establishing seniority as fireman on or after January 1, 1981, on the Second or Third District of the Albuquerque Division, when promoted to engineer, will hold rights as engineer on both the Second and Third Districts, without prior rights on either district.
- (d) Prior rights Second or Third District firemen who are not promoted to locomotive engineer as of January 1, 1981, will be placed on their respective prior rights district engineers roster in their relative standing as they now hold as firemen, as well as on the engineers roster on the other seniority district in their respective standing as firemen on that district, provided they pass promotion on the first attempt. If they fail promotion on the first attempt, they will be given

an engineers date as of the actual date they are promoted and will be ranked on the engineers seniority rosters accordingly.

## **ARTICLE II**

Separate seniority rosters for Second and Third District engineers will be maintained until **prior rights** engineers have been eliminated.

## **ARTICLE III**

- (a) On and after January 1, 1981, prior rights engineers may exercise their seniority on either the Second or Third District based on their seniority date on the respective districts.
- (b) A prior rights engineer working on other than his prior rights seniority district shall return to his prior rights district by force assignment to a position as engineer, fireman, or hostler, if his services are required on the prior rights district; however, a prior rights engineer working on other than his prior rights district shall not be required to return to his prior rights district if there is a qualified employee working on the prior rights district who stands to be force assigned under the rules.

NOTE: An engineer force assigned under this rule shall go directly to the vacancy to be filled without expense to the Carrier and shall remain thereon until displaced by a senior employee or is relieved by a junior qualified employee.

FURTHER EXPLANATION OF RULE 19 (M):

January 21, 1981

Mr. W. C. Hubner, General Chairman

Brotherhood of Locomotive Engineers  
La Verde Vista Plaza, Suite H  
4662 Katella Avenue  
Los Alamitos, CA 90720

Dear Sir:

Referring to the Memorandum of Agreement providing for the consolidation of seniority between engineers on the Second and Third Districts of the Albuquerque Division, effective January 1, 1981:

It is further understood and agreed that (1) the application of ARTICLE III (a) will necessarily be deferred until after the signed agreement has been distributed by the Carrier, and (2) under ARTICLE I (d) a prior rights fireman who fails promotion to engineer on the first attempt and passes on the second attempt will be a prior rights engineer insofar as this agreement is concerned, even though he may rank below an engineer on the engineers seniority roster without prior rights.

Yours truly,

F. L. Elterman  
Vice-President- Personnel  
And Labor Relations

Rule 19 (M) Continued:

October 7, 1981

Mr. G. E. Mettler, General Chairman

Brotherhood of Locomotive Engineers  
La Verde Vista Plaza, Suite H  
4662 Katella Avenue  
Los Alamitos, CA 90720

Dear Sir:

Referring to Agreement dated January 26, 1981, providing for consolidation of seniority between locomotive engineers on the Second and Third Districts of the Albuquerque Division.

Question was raised in connection with ARTICLE III (b) concerning a prior rights engineer, who was force assigned to position as an engineer on other than his prior rights district, being permitted to bid for an engineer position on his prior rights district. It was agreed ARTICLE III (b) does not restrict a prior rights employee, who was force assigned to a position as an engineer on other than his prior rights district, from bidding on an engineer position on his prior rights district, if there is a qualified employee who stands to be force assigned under the rules to the position being vacated.

If the foregoing correctly sets forth the understanding reached, please signify by indicating in the space provided below and return original to this office.

Yours truly,

F. L. Elterman  
Vice-President-Personnel  
And Labor Relation

Accepted:

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

August 30, 1982

Mr. G. E. Mettler, General Chairman  
Brotherhood of Locomotive Engineers  
LaVerde Vista Plaza, Suite H  
4662 Katella Avenue



Los Alamitos, CA 90720

Dear Sir:

Referring to your letter of April 30, 1982, file 0-134-146, regarding the January 26, 1981 Memorandum of Agreement providing for consolidation of seniority between locomotive engineers on the Second and Third Districts of the Albuquerque Division:

Effective September 1, 1982, or as soon thereafter as possible, Article III (b) of the January 26, 1982 Memorandum of Agreement is amended to read:

- (c) A prior rights engineer working on other than his prior rights district shall return to his prior rights district by force assignment to a position of engineer, fireman or hostler, if his services are required on the prior rights district.

NOTE: An engineer force assigned under this rule shall go directly to the vacancy to be filled without expense to the Carrier and shall remain thereon until displaced by a senior employee or is relieved by a junior qualified employee.

And the following shall be added to ARTICLE III(c):

- (d) Following return from absence with full displacement rights, an engineer shall mark up on the same district on which he was working prior to his absence.

Yours truly

F. L. Elterman  
August 10, 1984

Mr. G. E. Mettle, General Chairman  
Brotherhood of Locomotive Engineers  
La Verde Vista Plaza, Suite H  
4662 Katella Avenue  
Los Alamitos, CA 90720

Dear Sir:

Referring to our exchange of correspondence ending with your letter of July 24, 1984, contained I your file 19-m-2:

Effective at 12:01 am on September 1, 1984, the following shall become part of the January 26, 1981 Memorandum of Agreement providing for the consolidation of seniority between the engineers on the Second and Third Districts of the Albuquerque Division as Article III (d):

- (e) The following sequence shall be observed when making force assignment to engineer vacancies for which no bids received;
  - (1) The junior common rights engineer not already assigned as engineer, and passenger fireman or hostler;
  - (2) The junior engineer working on the district where the vacancy exists not already assigned as engineer, passenger fireman or hostler;
  - (3) The junior engineer holding prior rights on the district where the vacancy exists not already assigned as engineer, passenger fireman or hostler;
  - (4) The junior engineer holding prior rights on the other district not already assigned as engineer, passenger fireman or hostler.  
(See Note [B] below).

NOTE: (A) An engineer force assigned under this rule shall go directly to the vacancy to be filled without expense to the Carrier and shall remain thereon until displaced or relieved by a junior qualified employee, subject to the Letter Agreement dated October 7, 1981.

(B) Before a prior rights engineer can take a fireman assignment on his prior rights district, except in passenger or hostler service, he must relieve the senior engineer working on that district who was force assigned out of his prior rights district under

Article III (d)(4) and has on file with the proper authority a written request to be relieved.

Yours truly,

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

AGREED:

\_\_\_\_\_  
General Chairman

DATE: August 14, 1984

Supplemental to Rule 20: MILEAGE REGULATION

LETTER OF UNDERSTANDING

Between

The Atchison, Topeka and Santa Fe Railway Company  
-Coast Lines-  
and

Brotherhood of Locomotive Engineers

June 7, 1982

Mr. G. E. Mettler, General Chairman  
Brotherhood of Locomotive Engineers  
LaVerde Vista Plaza, Suite H  
4662 Katella Avenue  
Los Alamitos, CA 90720

Dear Sir:

In the application of Rule 20, inconsistencies have, over the years developed in what mileage shall be counted. In order to have uniform application, only line miles will be utilized in the mileage regulation of pool freight turns and extra boards.

Yours truly,

F. L. Elterman  
Vice-President-Personnel  
And Labor Relations

APPROVED:

\_\_\_\_\_  
Vice-President BLE

Signed at Chicago, Illinois, this 18<sup>th</sup> day of June 1982.

Supplemental Rule 20 Continued:

July 7, 1982

Mr. G. E. Mettler, General Chairman  
Brotherhood of Locomotive Engineers  
La Verde Vista Plaza, Suite H  
4662 Katella Avenue  
Los Alamitos, CA 90720

Dear Sir:

Referring to our telephone conversation on July 6, 1982, regarding the terminology "line miles" contained in the June 7, 1982 Letter of Understanding with respect to the constructive mileages listed in Rule 37 of the Engineers Schedule:

This will record our mutual understanding that constructive mileage's, where applicable under Rule 37 of the Engineers Schedule, are included in the terminology "line miles" contained in the June 7, 1982 Letter of Understanding.

Yours truly,

F. L. Elterman  
Vice-President-Personnel  
And Labor Relations

## Supplemental to Rule 21: TEMPORARY VACANCIES

Memorandum of Agreement, between the Atchison, Topeka and Santa Fe Railway Company and its employees represented by the Brotherhood of Locomotive Engineers, Coast Lines

IT IS AGREED:

Vacancies:

- (1) Vacancies known to be of ten (10) days' or more duration (including vacation) or after being vacant ten (10) calendar days will be considered permanent and filled by standing bid.
- (2) All standing bids for engineer assignments will be **destroyed** as of 12:01am, December 1 of each year and those so desiring will be required to submit new standing bids to be effective as of that time. Standing bids will also be destroyed when an engineer is assigned to a vacancy on the basis thereof and such assignment is in accordance with his **first choice**.
- (3) An engineer whose former assignment has been filled during his absence under paragraph (1) hereof will, upon marking up for service, exercise seniority in accordance with schedule rules.
- (4) When exercising seniority, an engineer desiring to displace in a pool, or onto a run where two or more engineers are assigned shall displace the junior engineer if there is no difference in layover.
- (5) New engineer assignments (other than mileage extra boards) will be advertised in accordance with schedule rules, the senior applicant therefor during the bulletin period to be assigned at the time bulletin closes. An assignment that has been impaired under schedule rules will be advertised as a new assignment.
- (6) When an engineer occupies an assignment under advertisement as a result of the assignment have been impaired, he must place a written bid for the assignment if he desires the same; otherwise, he shall not be permitted to exercise displacement rights over a junior engineer who may be assigned by bid or force assigned to the assignment at the

close of the advertisement. Also, an engineer having displacement rights who exercises such rights onto an assignment under advertisement must at that time also place a written bid for the assignment. Should the engineers referred to in the two situations described above not be the senior applicants for the assignments they bid for, they may exercise displacement rights.

- (7) Advertisements will be posted for at least **four (4) days**, but not to exceed seven (7) days, prior to assignment.
- (8) New assignments to the extra board will be filled by standing bid.
- (9) The Carrier will not incur penalty in deadheading extra men to outside assignments to relieve other extra men who may stand for assignment under this rule.

NOTE 1: Standing bids must be in writing and files with the proper authority. As a matter of information a copy will be filed with **the local chairman** of the Brotherhood of Locomotive Engineers.

NOTE 2: Only one standing bid shall be on file at any one time, which standing bid shall designate the assignments desired in preference order, regardless of the class of service (road or yard); i.e., the most desired will be designated as first, the next most desired as second, etc. In the event an applicant is the senior bidder for more than one vacancy being filled simultaneously, assignment will be made to the vacancy for which he has indicated the greatest preference.

NOTE 3: A standing bid may be **changed or withdrawn** at any time prior to the date it is honored by serving written notice to the proper authority, but such change or withdrawal will not be effective until **five (5) days** after it is filed. As a matter of information, a copy of such change or withdrawal will be filed with the **local chairman** of the Brotherhood of Locomotive Engineers.

- (10) This Agreement shall not be construed as changing or amending existing schedule rules or agreements, except as it is necessary to make the provisions of those schedule rules or agreements conform to this agreement. If there is any conflict between and existing schedule rule and/or agreement and a provision in this agreement, the provisions of this agreement will apply.

- (11) This Agreement will be effective for a trial period of one year and shall continue in effect thereafter subject to a written six- (6) month notice from either party on the other to amend or cancel.

Signed at Chicago, Illinois this 18<sup>th</sup> day of June, 1982

FOR THE ORGANIZATION

FOR THE CARRIER

\_\_\_\_\_  
General Chairman, Brotherhood  
Of Locomotive Engineers

\_\_\_\_\_  
Vice-President-Personnel and  
Labor Relations

APPROVED:

\_\_\_\_\_  
Vice-President, Brotherhood  
Of Locomotive Engineers

Rule 21:     STANDING BID CONTINUED

February 23, 1982

Mr. G. E. Mettler, General Chairman  
Brotherhood of Locomotive Engineers



La Verde Vista Plaza, Suite H  
4662 Katella Avenue  
Los Alamitos, CA 90720

Dear Sir:

Referring to Memorandum of Agreement concerning the ten-day Vacancy and Standing Bid Rule for engineers:

It is agreed the following exception to Section (4) shall prevail:

Engineers assigned to passenger service between Los Angeles and San Diego observing a vacation period of two or more week may, upon conclusion of the vacation period, return to the assignment previously held provided a junior engineer is the title holder of that assignment.

If the foregoing is satisfactory, please signify by signing in the space provided.

Yours truly,

F. L. Elterman  
Vice-President-Personnel  
And Labor Relations

AGREED:

---

General Chairman, BLE

Rule 21 Continued:

August 1, 1989

Mr. C. A. McDaniel, Jr., General Chairman  
Brotherhood of Locomotive Engineers

3910 South Georgia  
Amarillo, Texas 79109-4837

Dear Sir:

This has reference to your letter dated March 22, 1989, wherein you requested arbitrary allowances for engineers in unassigned interdivisional service be applied to engineers in assigned service operating over ID territories.

Without prejudice to our position concerning the applicability of the arbitraries applied to assigned service in those territories, where pre-May 19, 1986 interdivisional agreements are in effect, will authorize payment of the arbitraries to engineers in assigned freight service.

Your truly,

Russell E. Hagberg  
Vice-President-Human Resources

Supplemental to Rule 21(C):

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

IT IS AGREED:

If the Carrier elects to assign local freight, work train, or road switcher service less than the minimum number of days per week prescribed by the current rules the following will apply:

- (1) Local freight, work trains, and road switcher assignments will **not be for less than five (5) days per week.**
- (2) \$9.00 will be added to the regular rate for each day assignment **is reduced** below the minimum required by current rules. This additional \$9.00 will apply on each day for which a tour of duty is paid, and will only apply to the first 100 miles, i.e. **will not be a part** of the rate for computing over miles, overtime or **arbitrairies.**

Signed at Chicago, Illinois this 18<sup>th</sup> day of June 1982.

FOR THE ORGANIZATION

FOR THE CARRIER

\_\_\_\_\_  
General Chairman, Brotherhood  
Of Locomotive Engineers

\_\_\_\_\_  
Vice-President-Personnel and  
Labor Relations

APPROVED:

\_\_\_\_\_  
Vice-President, Brotherhood of  
Locomotive Engineers

Supplemental Rule 23 (N): SHORT TURN AROUND SERVICE

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

IT IS AGREED:

The following will apply to Valley Division, Mojave District, and Los Angeles Division, First District engineers at Barstow and Valley Division, First District, engineers at Bakersfield:

Engineers who have been used in short turnaround service out of their **away from home terminal** will, **upon request**, be marked up first out to return to their home terminal, subject to availability under the **Hours of Service Law**. If in the dispatcher's opinion an engineer cannot be used prior to the eight (8) hours rest and is runaround, the Carrier will not be subject to claims even though it is **determined the first out engineer could have made the trip under the Hours of Service Law**. An engineer shall not be used for a second short turnaround if there is another engineer available who has **not made a short turnaround**.

This understanding may be automatically cancelled by either party on ten-(10) days written notice on the other.

Signed at Chicago, Illinois, this 18<sup>th</sup> day of June 1982.

FOR THE ORGANIZATION

FOR THE CARRIER

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

\_\_\_\_\_  
Vice-President-Personnel  
And Labor Relations

APPROVED:

\_\_\_\_\_  
Vice-President, Brotherhood of  
Locomotive Engineers

Supplemental to Rule 27-Section 2: BARSTOW EXTRA BOARD

MEMORANDUM OF AGREEMENT

Between

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

and

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

Covering establishment and operation of an extra board for engineers at Barstow.

IT IS AGREED:

An extra board for engineers will be installed at Barstow with employees assigned thereto protecting the following service:

Vacancies in yard service at Barstow.

Vacancies on Locals working out of Barstow  
On the Needles Districts.

Unassigned work trains or wrecker trains originating at Barstow  
unless wrecker train is destined for service east of Needles.

Relief of Engineers tied up on the Hours of Service Law on the  
Needles Districts, when relief sent will return the engineer to Barstow.

Turnaround work out of Barstow on the Needles Districts.

Work not covered by the above will be protected by the existing  
Needles extra board.

Any engineer or demoted engineer desiring a position on the extra board will submit a standing bid for a vacancy thereon as prescribed by Schedule Rules. In the event no standing bids are on file at the time a vacancy occurs on the board, such vacancy will be filled by the junior qualified engineer on the Needles and

Kingman G-2 District in accordance with provisions of Section 1(b) of the dual seniority agreement effective May 7, 1973.

Upon establishment of the Extra Board at Barstow, agreement will be reached between the Local Chairman and the Superintendent or his representative as to the number of men to be initially assigned with subsequent adjustments to the board to be made on the basis of miles earned by those assigned to the board.

This agreement entered into this 10<sup>th</sup> day of July, 1973 and is subject to cancellation on ten (10) days written notice by either party signatory hereto for a period of one year, at the end of which time, if not cancelled will be considered a part of the schedule and will thereafter be subject to Rule 74 and opening paragraph, captioned "**Schedule for Engineers**" on page 1 of the Schedule.

FOR THE BROTHERHOOD  
OF LOCOMOTIVE ENGINEERS

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

---

General Chairman, BLE

---

General Manager

Supplemental to Rule 29 (A): AUTO MILEAGE REIMBURSEMENT

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

IT IS AGREED:

Memorandum of Agreement dated December 5, 1974, is hereby amended to provide for reimbursement of transportation at the same rate generally allowed to employees (presently 32.5 cents per mile) with a minimum of twenty miles and a maximum of one hundred miles.

Signed at Chicago, Illinois this 18<sup>th</sup> day of June 1982.

FOR THE ORGANIZATION

FOR THE CARRIER

General Chairman,  
Brotherhood of Locomotive

Vice-President-Personnel  
and Labor Relations

APPROVED:

---

Vice-President,  
Brotherhood of Locomotive  
Engineers

Rule 29 (a) Continued:

MEMORANDUM OF AGREEMENT

Between

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

And

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

IT IS AGREED:

When extra engineers or engineers augmenting the extra board are deadheaded under pay from terminals of source of supply to outlying assignments to fill vacancies, the following will govern:

At Los Angeles (excluding vacancies at Oceanside and San Diego), San Bernardino (excluding vacancies at Victorville), Richmond, and Glendale vacancies filled from Mobest, the designated time for call will be three hours in advance of the on-duty time of the vacancy to be filled. When transportation by rail is not available on which to deadhead on basis of above call, or the Carrier does not choose to provide transportation, engineer will be so notified at time of call and will be permitted to deadhead by bus or utilize other transportation and for either method of transportation used will be reimbursed on basis of eight cents per mile with a minimum of \$1.60 and a maximum of \$ 8.00.

At all other terminals and for vacancies at Oceanside, San Diego and Victorville, and excluding vacancies at Glendale filled from Mobest, the call to deadhead will be made on last train, either freight or passenger, that will arrive at the outlying point before the on-duty time of the vacancy to be filled, and if no rail transportation, on the last bus that will arrive at the outlying point before the on-duty time of the assignment.

If the train or bus on which called to deadhead will not arrive at the outlying point within three hours of the on-duty time of the assignment, engineer will be permitted to utilize other transportation and will be reimbursed on the basis of eight cents per mile with a minimum of \$1.60 and a maximum of \$8.00. If deadheaded by bus, reimbursement will be on the basis of the bus fare.



At the conclusion of the vacancy for which deadheaded, if deadhead payment under schedule rules is due, engineer will be deadheaded to the terminal on the first rail or bus transportation available. If no rail or bus transportation is available within two hours after relieved from assignment, engineer may utilize other transportation to the home terminal, for which he will be reimbursed on the basis of eight cents per mile with a minimum of \$1.60 and a maximum of \$8.00. If deadheaded by bus, reimbursement will be on the basis of bus fare.

If engineer utilizes transportation other than rail or bus for outbound deadhead as permitted under provisions of this agreement, he will be permitted to utilize the same transportation for return to the terminal.

Mileage allowances under this agreement will be computed on basis of rail mileage via the shortest available route.

This agreement, signed at Los Angeles, California this 5<sup>th</sup> day of December 1974, shall become effective January 1, 1975.

FOR THE ORGANIZATION

FOR THE CARRIER

---

W. C. Huebner, General Chairman  
Brotherhood of Locomotive  
Engineers

---

H. D. Fish, General Manager  
The Atchison, Topeka and  
Santa Fe Railway Company  
Coast Lines

Supplement to Rule 32: HOSTLING

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

IT IS AGREED:

Road engineers may be required to handle a portion of their engine consist from roundhouse or tie up track to train and vice versa without any additional compensation or penalty payment. When Mechanical Department employees are on duty, engineers will not be required to make or break connections.

Signed at Chicago, Illinois, this 18<sup>th</sup> day of June 1982.

FOR THE ORGANIZATION

FOR THE CARRIER

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

\_\_\_\_\_  
Vice-President-Personnel  
And Labor Relations

APPROVED:

\_\_\_\_\_  
Vice-President, Brotherhood of  
Locomotive Engineers

Supplement to Rule 41: BLOCKING TRAINS

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

IT IS AGREED:

- (1) At initial terminals where yard engines are assigned and on duty, **trains will be blocked by yard engines in station order** in which setout is to be made en route; the **cars to be set out first immediately behind the engine** and the other cars to be set out en route in station order behind these cars.
- (2) Road engineers will not be required to block or classify cars in station order for delivery in a yard where yard crew (s) is assigned.

NOTE 1: **“Burying” cars behind engine or ahead of caboose to comply with Bureau of Explosives, I.C.C. or other Government regulations, or handling special cars requiring head end or rear end movement only are excepted from the provisions of this Article.**

In connection with that portion of this “NOTE” which refers to “Special Handling Cars”; it is agreed the following will obtain:

Livestock	-Handle under paragraph (1) (or appropriate bulletin) except where otherwise requested by shipper.
Dead Diesels	- Handle in line with bulletin instructions.
Passenger Equipment	-Comply with bulletin or other special instructions where require steam, etc.
High and/or Wide Cars	-To be handled in line with bulletin or special instructions covering such car or cars.
Rear End Cars	-Handle in line with bulletins or special instructions covering such car or cars.

Empty Cars to      -No violation if orders or diversions received  
Be Peddled and/      after departure from initial terminal.  
Or Diversions

Other Cars Re-      -Handle in line with bulletin, timetable rules  
Requiring special      or as otherwise instructed by shipper.  
Handling.

It is understood "special cars" as referred to in this "NOTE" is not limited to classes, types or commodities of cars as listed herein when other classes, types or commodities are specifically covered by special instructions that are now or may be in the future covered by special instructions and/or bulletins.

NOTE 2:      In any instances, where yard engine is assigned and on duty at the initial terminal and train is not properly blocked, as defined in paragraph (1) of this rule, the road engineer will be allowed an additional payment of 25 miles at the yard rate, separate and apart from all other earnings.

Any road engineer who blocks or classifies cars in contravention to the provisions of paragraph (2), excluding any cars for which payment is made under paragraph (1), will be compensated on the basis of actual time consumed performing such work during the tour of duty, with a minimum of 25 miles at the yard rate, separate and apart from all other earnings.

**It is understood holding onto cars in making a pick-up or setout does not constitute blocking or classifying cars under this agreement.**

When payment is made in accordance with the provisions of this Rule, there will be no basis for claim from any other employees represented by this Committee for the same incident.

NOTE 3:      This rule will not be applicable to engineers assignments designated as Road Switcher under the agreement.

This Agreement, signed at Chicago, Illinois this 18<sup>th</sup> day of June, 1982, will become effective at 12:01 am, on August 1, 1982, and, is subject to cancellation upon ten (10) days written notice by either party.

FOR THE ORGANIZATION

FOR THE CARRIER

---

General Chairman  
Brotherhood of Locomotive  
Engineers

---

Vice-President-Personnel  
and Labor Relations

APPROVED:

---

Vice-President, Brotherhood  
of Locomotive Engineers

RULE 41 CONTINUED: BLOCKING AT MORMON

RE: Claims for 100 miles when required to hold onto cars when making pickup at Mormon in view of Article VIII Section 1(e) stated as follows:

- (f) At locations outside of switching limits there shall be no restrictions on holding onto cars in making setouts or pick-ups, including coupling or shoving cars disturbed in making setouts or pick-ups.

While such Article eliminated this Committee's Blocking Rule at points between terminals outside switching limits it did not abrogate those provisions within switching limits. Therefore, this Committee's Blocking Rule and interpretations related thereto are **still in effect** within switching limits such as Mormon.

Engineers required to hold onto cars while making a set out at Mormon are entitled to the Code 45 (25 miles) as previously allowed prior to the BLE National Agreement of 1986.

Maintaining block (holding onto cars in making pick-up) is **not compensable** under BLE Rule unless said engineer blocks or classifies the pick-up in station order for delivery in a yard where yard crew (s) is assigned. In such cases, which are relatively rare, the engineer is entitled to time consumed performing such work with a minimum of 25 miles.

Those claims for 100 miles penalty are therefore without merit or schedule support in view of Article VIII Section 1(e) and Section 4 of BLE National Agreement in addition to this Committee's Blocking Trains Rule effective August 1, 1982.

Supplement to Rule 43: TIMESLIPS

MEMORANDUM OF AGREEMENT

Between

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

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

IT IS AGREED:

Amend Rules 42 and 43 of the Engineers Agreement to read:

- (a) Time slips must be made out promptly at the end of each trip, according to schedule, and all necessary information noted thereon. If time claimed is not allowed due to time slip not being made out correctly time slips will not be returned, but undisputed part of time will be allowed and CTB will notify the employee in writing the reason correction is necessary within 30 days of date time slip received. The employee will be given opportunity to submit a corrected time slip and if this is done the corrected time slip must be received by CTB within 60 days from the date CTB notified the employee the original time slip was not correct. An engineer who is short \$25.00 or more in his pay, for service performed (including vacations), through no fault of his own, upon request will be given a time check covering the full amount of the shortage, less required deductions.
- (1) A copy of Form 816-A-Spl., or similar type payroll form showing the computation of earnings, will be made available to each employee at the location where he secures his pay check for the pay period involved as soon as distribution can be made after receipt from the accounting department. Delivery of the form will be made upon request of the individual at that location. If the form has not been requested by the payday following the payday of the period covered by the forms, they will be destroyed.

- (2) (a) Supply of statements showing standard code designation used on the payrolls will be placed at each payroll station where the individual can secure a copy on request. In the event and individual misplaces or destroys his copy of the statement and none is available at the payroll station, he can secure a copy through the Superintendent's office. The statements referred to will be revised when changes in code designations are made.
- (b) Penalty time claims will be receipted for locally in the same manner as for accepting bids under the respective agreements. If not receipted for locally, the date received by CTB will be controlling.
- (c) All claims must be presented in writing by or on behalf of the employee involved to the officer of the Company authorized to receive same, **within sixty (60) days** from the date of the occurrence on which the claim is based. Should any such claim be disallowed, other than covered in paragraph (a), the Carrier shall, **within ninety (90) days** from the date same is filed, notify the employee or his representative that the claim is declined and give the claimant the facts including a specific reason or reasons for such declination. (The Carrier reserves the right to present additional facts on claims that are appealed to highest designated officer to handle claims.) If not so notified the claim **shall be considered valid** and settled accordingly, but this shall not be considered as a precedent or waiver of the contentions of the Carrier as to other similar claims.
- (d) If a disallowed claim is to be appealed, such appeal must be made **within ninety (90) days** from date of rejection, either by letter to the highest designated officer of the Carrier for handling time claims or be listed for informal conference with such officer.

When an informal conference is desired, request must be made **within ninety (90) days** from the date of rejection and such conference will be scheduled by the Carrier to be held **within sixty (60) days** of the date request is received by the Carrier, which may be extended by mutual agreement.



Settlements made on claims in informal conference will not be used by either party as a precedent and are not to be referred to by either party. The results of individual claim handling during informal conferences will be provided in writing by the Carrier to the General Chairman **within ten (10) days** after completion of this conference.

Claims not disposed of in the informal conference may be appealed to the highest designated officer of the Carrier, provided the appeal is made **within ninety (90) days** of receipt of the informal conference letter of disposition. Failing to comply with this provision, the matter shall be considered closed, but this shall not be considered as a precedent or waiver of the contentions of the employees as to other similar claims.

- (e) Claims appealed to the highest officer designated by the Carrier to handle such claims must be paid or denied by that officer with specific reasons for declination **within ninety (90) days** from the date of the appeal. If not so notified, the claim will be considered valid and will be settled accordingly, but this shall not be considered as a precedent or waiver of the contentions of the Carrier as to other similar claims.
- (f) Decision by the highest officer designated by the Carrier to handle claims shall be final and binding unless **within one (1) year** from the date of said officer's decision such claim is disposed of on the property or proceedings for the final disposition of the claim are instituted by the employee or his duly authorized representative and such officer so notified. Failing to comply with this provision, the matter shall be considered closed, but this shall not be considered as a precedent or waiver or the contentions of the employees as to other similar claims. It is understood, however, that the parties may be agreement in any particular case extend the one-year period herein referred to.

NOTE: (1) Should the General Chairman desire a conference with respect to specific claims after receipt of the

decision of the highest officer with respect thereto, he shall notify such highest officer **within thirty (30) days** of the date such decision in which event the one-year period with respect to such claims shall not commence to run until the date of the decision of the highest officer following such conference.

NOTE: (2) Upon notification from the General Chairman to the highest officer within such one-year period that he has requested Grand Office assistance with respect to specific claims, the one-year period with respect to such claims shall be extended for not more than **an additional six (6) months**.

(g) All rights of a claimant or crew involved in continuing alleged violations of agreements shall under this Agreement be fully protected by continuing to file a claim for each occurrence (or tour of duty) up to the time when such claim is disallowed by the first officer of the Carrier.

1. It is recognized that a claim must be filed and progressed for each crew or individual for each principle involved in the dispute under the interpretation of agreement.
2. The recurring claim principle is recognized to be a situation where the alleged violation occurs at least once in each two-calendar weeks.
3. Extra men will be protected the same as regularly assigned men. That is to mean that an extra man who stood for disputed service or works a vacancy where an alleged violation is involved will only need to **submit and have progressed one claim** and all subsequent claims of the kind will be protected thereby, **providing claim is thereafter filed for each such occurrence**.

(h) This agreement recognizes the right of the accredited representatives of the Organization, party hereto, **to file and prosecute claims** for and on behalf of the employee they represent.

Where the local chairman presents a time claim in behalf of individuals, or crews, he will be provided with a copy of the notice to the individual or individuals in the event the claim is not allowed as presented.

- (i) This agreement shall be applicable to **time claims only.**

This agreement does not apply to **grievances or to discipline cases.**

- (j) When overpayments have been made to employees no deduction shall be made to cover overpayments **beyond sixty (60) days** prior to the date of advice to the individual, with copy to local chairman representing the class of employees involved, with respect to deductions to be made.
- (k) When there is a discrepancy as between time as claimed on time slip and proper allowance, payment will be allowed on current payroll to cover the amount concerning which no question exists and advice will be given claimant as to correction made.
- (l) When a claim for compensation, which has been appealed by the General Chairman and handled in accordance with the provisions of this agreement, is allowed, the party receiving payment, and his General Chairman, will be advised in writing of the amount involved and payroll on which payment will be made.
- (m) Back pay resulting from wage increases and reinstatements with pay for time lost, will be paid by checks separate and apart from regular payroll checks.

This agreement entered into under date of September 7, 1973, is to become effective November 1, 1973, and shall continue in effect subject to thirty (30) days written notice by either party of a desire to change or terminate same in accordance with the Railway Labor Act, as amended.

Signed at Los Angeles, California, this 7<sup>th</sup> day of September 1973.

BROTHERHOOD OF  
LOCOMOTIVE ENGINEERS

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

\_\_\_\_\_  
General Chairman

\_\_\_\_\_  
General Manager

Rule 43 Continued: TIME CLAIMS

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

IT IS AGREED:

Local Chairman or Vice Chairman will be allowed to review the records of  
crew clerks in connection with a specific incident upon request.

Signed at Chicago, Illinois this 18<sup>th</sup> day of June 1982.

FOR THE ORGANIZATION:

FOR THE CARRIER:

\_\_\_\_\_  
General Chairman,  
Brotherhood of Locomotive

\_\_\_\_\_  
Vice-President-Personnel  
and Labor Relations

Supplement to Rule 50 (a)(c): DISCIPLINE

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

IT IS AGREED:

Rule 50, Sections (a) and (c) of the Engineer's Schedule are amended to provide:

- (a) Engineers will not be dismissed or held out of service, or otherwise disciplined, except as provided in paragraph (b), without a fair and impartial investigation, if desired. Investigations will be held promptly but **not later than thirty (30) days following the occurrence of the incident** for which the engineer is being investigated, except engineer being investigated or a material witness being unable to attend account sickness, injury, vacation or because of being on authorized leave of absence, investigation may be postponed until such time as said engineer or material witness is able to attend. Employee may, in aggravated cases such as serious collisions, be suspended pending investigation.

NOTICE OF INVESTIGATION

- (b) An accused engineer will be apprised, in writing, of the specific rule or rules he is charged with violating and it will be only upon his conviction of violation of the rule or rules stated in the notice that discipline can be assessed. Notice of time, place and date of intended investigation shall be **given sufficiently in advance** to permit the accused to obtain a representative or representatives of his choice, if desired; however, not more than two representatives can be designated to interrogate any employee involved or any witness.

The Carrier will notify and arrange for the presence at the investigation of any employee or employees known by it to possess any facts relevant to the case to be investigated.

Supplement to Rule 50 (d): AVERAGE EARNINGS

MEMORANDUM OF AGREEMENT between the Atchison, Topeka and Santa Fe Railway Company and its employees on the Coast Lines represented by the Brotherhood of Locomotive Engineers:

IT IS AGREED:

1. The earnings of the claimant for twelve (12) months prior to removal from service will be compared to the **average earnings of two employees**, the one immediately above and the one immediately below the claimant on the seniority roster for the same twelve (12) month period to arrive at an earnings' ratio.
2. If either of the two employees had no earnings during any one or more of the twelve (12) months, that month(s) will be disregarded for that employee and sufficient prior month(s) will be used to arrive at a total of twelve (12) months, if possible. **If not possible, the next employee, either junior or senior will be used.**
3. The ratio of the claimant's earnings to average earnings of the two employees during the twelve (12) months will be used to compute "time lost" by applying this ratio to average earnings of the two employees during the period in which "time lost" is to be allowed.

Example: It the claimant's earnings during the proceeding twelve (12) months was \$35,000 and the average earnings of the two employees was \$35,775, the ratio would be 97.83 percent. Applying the 97.83 percent to the average earnings (\$45,300, for example) of two employees during the "time lost" period, the claimant would be allowed \$44,316.99 for "time lost." If, however, the claimant had earnings of \$38,000 during the preceding twelve (12) months, the ratio in the above example would be 106.22 percent and the "time lost" would amount to \$48,117.66 rather than \$44,316.99.

4. The foregoing is not applicable to cases of "time lost" of less than thirty (30) calendar days nor to **employees who were medically unable** to perform service during the entire period in which "time lost" is to be computed.

5. In each case involving payment for 'time lost", the General Chairman will be furnished a copy of the Carrier's method of computation that includes the amount of payment due to the claimant.

FOR THE ORGANIZATION

FOR THE CARRIER

---

General Chairman, Brotherhood  
Of Locomotive Engineers

---

Vice-President-Personnel  
and Labor Relations

Supplement to Rule 52, Section 1: MEAL ALLOWANCES

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

IT IS AGREED:

Any rules presently in effect concerning eating en route are amended to include the following:

When an engineer of a pool freight crew is on duty in excess of eight (8) hours and the crew has not stopped to eat en route, the engineer will be allowed \$5.00, which allowance will not be subject to any wage increases or cost-of-living adjustments. It is understood if any member of the crew requests to stop the train en route to eat, and the request is granted, the allowance provided herein will not be applicable.

Signed at Chicago, Illinois, this 18<sup>th</sup> day of June 1982.

FOR THE ORGANIZATION:

FOR THE CARRIER:

\_\_\_\_\_  
General Chairman, Brotherhood  
of Locomotive Engineers

\_\_\_\_\_  
Vice-President-Personnel  
and Labor Relations

APPROVED:

\_\_\_\_\_  
Vice-President, Brotherhood  
of Locomotive Engineers



Rule 52, Section 1, first paragraph, will be amended to read:

Reasonableness will be used in determining when engineers protecting freight trains **will be given an opportunity** to eat at a convenient location. In such cases, dispatcher will be given information as to the request as far in advance as possible. It is the desire of all to avoid unnecessary delay or interference to trains; therefore, crews will take meals as a unit as expeditiously and promptly as possible.

Rule 52, Section 2, (a) and (b), will be amended to read:

“Yard crews engaged in other than transfer service required to work the entire meal period because of not being afforded 20 minutes in which to eat between four and one half and six hours after starting work, shall be paid for the regular meal period at the rate of time and one-half and in addition, by the beginning of the seventh hour will be allowed 20 minutes in which to eat without deduction in pay.” (See awards 24 through 27 PLB 3257, UTU-CT&Y)

Supplement to Rule 54, Section 1: OPTIONAL LODGING EXPENSE

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

IT IS AGREED:

- (1) Engineers who qualify for lodging at Carrier's expense will have option of an allowance of \$10.00 in lieu of thereof.

NOTE: The Following is not applicable at locations where lodging is constructed for Carrier's use, with the exception of Gallup Crews at Belen, unless otherwise agreed to.

- (2) The choice of being furnished lodging or the allowance in lieu thereof, will be made in writing not later than November 1, 1982, and **subject to change** only on ten (10) days **written notice prior** to December 1<sup>st</sup> of each year thereafter, to become effective December 1<sup>st</sup> of each year.
- (3) The allowances of \$10.00 will not be subject to general wage increases or increases applicable to arbitraries or special allowances. The \$10.00 allowance will be subject to cost of living adjustments at the end of each calendar year with a maximum equal to the percentage adopted in subsequent National Agreements, which dispose of Section 6 Notices dealing with wage increases. The cost of living increase or decrease will be determined from the Consumer Index utilized by the National Carrier's Conference Committee calculated on the percent of increase or decrease when comparing September of the prior year to September of the current year, to be effective January 1 of each year.
- (4) The allowance provided in Section 1 hereof will satisfy any requests for transportation between the on and off duty points and any lodging facility as well as between those locations and any eating facility.
- (5) The parties to this Agreement shall not serve or progress prior to 60 months following effective date of this Agreement, any notice or proposal for changing the allowance (\$10.00), or methods and procedures to determine COLA increases or decreases set forth in Section 3 hereof.

Signed at Chicago, Illinois this 18<sup>th</sup> day of June 1982.

FOR THE ORGANIZATION

FOR THE CARRIER

\_\_\_\_\_  
General Chairman, Brotherhood  
of Locomotive Engineers

\_\_\_\_\_  
Vice-President-Personnel  
and Labor Relations

APPROVED:

\_\_\_\_\_  
Vice-President, Brotherhood  
of Locomotive Engineers

Rule 54 Continued: SUITABLE LODGING

Rule 54, Section 1, Paragraph (1), will be amended to read as follows:

The following will meet the standards of "suitable lodging" when provided by Carrier at commercial hotel or motel:

- (a) Single occupancy, private room, heat and cooling subject to control in each room; space for hanging clothes; window(s) to have blind or drape installations to curtail light during day-light hours and carpeting in not less than bed area.
- (b) Room will contain bed with mattress and box springs or the equivalent; pillows; sufficient covering; chair; lamp; telephone; TV; dresser and table or dresser-table combination and drinking containers.

- (c) Rooms will have private connecting bath equipped with standard bath facilities and supplied with bath and face towel, wash cloth and soap.
- (d) Following each occupancy, room will be cleaned, linen changed and supplied with clean towels and wash cloth.
- (e) If an employee is assigned a room which does not meet the criteria outlined herein, request may be made for reassignment to an available room.
- (f) Where lodging cannot be provided within a reasonable distance of the on and off duty point, transportation will be provided.
- (g) In the event question is raised as to whether or not a designated facility meets the criteria contained herein, joint inspection will be made by Superintendent, or designated representative, and the Local Chairman. Should question be raised, upon assignment, as to whether or not a room's "suitable", local supervision may adopt the procedure, if so desired, of publishing telephone number to call that will place the employee in contact with designated Carrier supervisor who will, at that time, make inspection and investigation of the complaint.

Facilities constructed for Carrier's use will conform to the criteria set forth herein except the individual rooms will not provide telephone or TV. Instead recreation room will be available which will be equipped with T.V.

NOTE: It is understood the criteria set forth above will not require the Carrier to change any of the present lodging facilities, but will govern for future designations.

.....

Rule 54, Section 1, paragraph (2), will be amended to read as follows:

"Lodging as specified in paragraph (1), will be provided at Carrier's expense at Los Angeles, San Diego, Richmond, Stockton (extra engineers only), Riverbank, Fresno, Parker, Ash Fork, and Albuquerque. Lodging or the allowance in lieu thereof shall be provided on an optional basis **at Bakersfield and Barstow**, such choice to be made in writing and subject to change only on **ten (10) days written notice prior to June 1 and December 1 of each year.** Lodging or the allowance

in lieu thereof shall be provided on an optional basis **at Gallup**, such choice to be made in writing and subject to change only ten (10) days written notice prior to December 1 of each year. Lodging will not be provided at Carrier's expense at any other location and an allowance of \$5.00 will be paid to employees governed by this Agreement who qualify under the Agreement referred to above.

.....

Rule 54, Section 1, Paragraph (3), is amended to read as follows:

“For those employees desiring to secure sleeping accommodations uptown, the Carrier will provide transportation at Los Angeles between Redondo Junction and the agreed-to-hotel between the hours of 7:00pm and 7:00am, or when bus schedules are less frequent than 30 minute intervals. At San Diego the Carrier will provide transportation between 22<sup>nd</sup> Street and the agreed-to-hotel. At Bakersfield, Gallup, Richmond, Fresno, Riverbank and Barstow, Carrier will provide transportation between the on and off duty location and the point of lodging.”

.....

Rule 54, Section 1, Paragraph (5) -----DELETED

.....

## Supplement to Rule 56: ISSUES

The terminology “engineman” in various forms of communication such as correspondence, wires, seniority rosters, train orders, etc., will be changed to “locomotive engineer” or “engineer”.

ATTACHMENT “E” involved the following issues, which have been repeated for reference, and below is settlement reached.

### ITEM E-1

#### ISSUE:

Cab windows and windshield will be cleaned and engine cabs will be supplied at all on-duty points for each engineer. Engineers required to perform any of these services will be allowed one hour’s pay for each service rendered, in addition to all other earnings for the trip or tour of duty.

#### SETTLEMENT:

If and engineer registers a complaint with supervision about certain condition on the lead unit, supervision will investigate the validity of the complaint. Should the complaint be found valid, and if there is another unit in that consist which will eliminate the protest, the units will be rearranged provided:

- A. This occurs at the time of going on duty;
- B. The consist is still in the so-called Mechanical area;
- C. Rearranging **will not** result in delay to train;
- D. If the engineer performs the work to accomplish the rearranging, no additional payment (s) will be allowed; and
- E. The rearranging **will not** take place except in the so-called Mechanical area, and the Carrier will not be required to move a consist from any location to the area solely for the purpose of rearranging to correct a complaint.

### ITEM E-2: WITHDRAWN

### ITEM E-3

#### ISSUE:

Only shatterproof glass will be used in all windows and windshields on locomotives.

SETTLEMENT:

All side safety glass windows are replaced with Lexan if the window is broken or when found to be defective. Presently all units are equipped with **shatterproof** glass.

ITEM E- 5

ISSUE:

All controlling units will be equipped with an operable air conditioner with variable speed fan. Engineers will be allowed 25 miles for operating a unit not so equipped, in addition to all other earnings for the trip or tour of duty.

SETTLEMENT:

Will be handled as per Item 1 comments.

ITEM E-6

ISSUE:

Radios on all locomotives will be equipped with two AT&SF frequencies. One frequency will be designated for yard and one for road. When the **lead unit has a defective radio**, an **operational hand set** will be supplied to the engineer.

NOTE: A radio on which the **volume cannot** be controlled manually will be considered defective.

SETTLEMENT:

Investigation reveals would be necessary to add extra crystal to every radio. Also, radios on some locomotives were previously equipped with the second crystal; however, because of congestion, a safety hazard was created making it necessary to remove second crystal. It would not be practical to revert to former method. If radio on lead unit found inoperable would handle as per Item 1 comments.

ITEM E-7

ISSUE:

The Carrier will tag any unit that has been reported as having flat spots. The tag will be dated, signed and displayed in an obvious position, and it will not be necessary for any other engineer to wire in the unit (s) to the Road Foreman of Engines and the Mechanical Supervisor as having flat spots.

SETTLEMENT:

The wire by each engineer is a protection in view of which **practice will not be modified.**

ITEM E-8

ISSUE:

A unit having a bad order speed recorder will not be placed on the point; i.e., made the controlling cab, unless it is the only controlling cab unit available.

SETTLEMENT:

Handle as per Item 1 comments.

ITEM E-9

ISSUE:

The Carrier will provide information to all concerned; i.e., Power Bureau, dispatchers, yardmasters, mechanical personnel, and engineers operating a unit or consist of units, concerning a unit or units with traction motor cut out or bad order dynamic brakes. In addition, a tag will be dated, signed, and placed in the operating cab of the consist relating this information.

SETTLEMENT:

Must tag individual unit so record will remain with defective unit.



ITEM E-10

ISSUE:

Engineers **will not be required or instructed to accept** a unit as a controlling unit on which the toilet facility is not sanitary and in proper working order. Electric toilets on units so equipped are to be removed, said units to be equipped with Microphor type toilet.

ITEM E-13

ISSUE:

All units will be equipped with a Locomotive Performance Notation Pad.

SETTLEMENT:

This procedure was in effect years ago but found ineffective. Presently, Rules 313.1 and 313.2 of Form 2501A cover the requirements.

ITEM E-17

ISSUE:

Cab doors on all units are to be repaired to the extent they are completely weatherproof, including openings for door lock keys (7500 class in particular), then will be maintained in this condition. Condition on 7500 class units which allows dirt and dust to be drawn into cab interiors, particularly bad during warm weather when it is necessary to open cab windows, be corrected so as to eliminate the extremely dusty condition inside the cab.

SETTLEMENT:

Units are now being handled on an earlier schedule, **about September of each year, to winterize.**

Requests other than Section 6:

The following shall be added as a as a new rule:

Local Agreements concerning locomotive engineers will not become effective until after approval by Carrier's Vice-President-Personnel and Labor Relations and the General Chairman of the B. of L.E. Such local agreements **will automatically be subject to cancellation** by ten- (10) days' written notice from either party.

Supplement to Rule 63 (Gen. 1): SCHEDULEING VACATIONS

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

IT IS AGREED:

- (1) For the purpose of scheduling vacations for engine service employees who qualify therefor, one vacation roster for both engineers and firemen will be utilized on each seniority district, with consideration of an individual's request for a specified vacation period being based on his continuous engine service date.
- (2) In the assignment of vacations for engine service employees when split vacations are requested, the senior employee will be given preferred choice for each period requested.
- (3) In order to determine the maximum number of employees the Carrier will be required to schedule for vacation in any given week, each location responsible for preparing vacation schedules will determine the total number of weeks of vacation due, which number will be divided by 52. This number will be increased by 40% in 1984 to determine the maximum number of employees the Carrier will be required to schedule for vacation in any given week during the year 1985. Thirty percent will be used in 1985 for scheduling vacations in 1986, and 25% will be used in 1986 for scheduling vacations in 1987 and thereafter. After application of the percentage factor, any fraction will be rounded off to the next higher whole number. The local supervision and local chairman may mutually agree to a greater or lesser number, depending upon service requirements during a particular period at a specific terminal.
- (4) In scheduling vacations of more than one consecutive week, an **overlap of one week** will be permitted in order to fill open slots.

EXAMPLE: An employee requests three- (3) consecutive weeks' vacation in May and only two (2) weeks are open and available. The entire three (3) weeks may be assigned with one (1) week overlapping into a slot already filled.

An employee requests four- (4) consecutive weeks' vacation in August but only two (2) weeks are available. Four (4) weeks **will not be assigned** to this employee in August since it would **result in more than one-week overlap.**

This understanding will become effective January 24, 1985.

Signed at Chicago, Illinois this 24<sup>th</sup> day of January, 1985

FOR THE ORGANIZATION

FOR THE CARRIER

General Chairman  
BLE

Vice-President-Personnel and  
Labor Relations

SUPPLEMENT TO RULE 61 CONTINUED:

July 31, 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 discussions today in Schaumburg, Illinois, concerning scheduling of vacations on the former Coast Lines.

Effective with vacations scheduled for the year 1992, all vacations will be scheduled to commence on Mondays. Vacations may also be scheduled to commence on January 1 and may be scheduled to conclude on December 31 of each year. This understanding will not affect provisions of interdivisional agreements, which provide for moving the starting date of an engineer's vacation.

If the above correctly describes our understanding, please sign below.

Yours truly,

James M. Harrell  
Director-Labor Relations

Agreed:

---

General Chairman, Brotherhood of  
Locomotive Engineers

SUPPLEMENT TO RULE 63 CONTINUED:

November 6, 1984

Mr. G. E. Mettler, General Chairman  
Brotherhood of Locomotive Engineers  
La Verde Vista Plaza, Suite H  
4662 Katella Avenue  
Los Alamitos, California 90720

Mr. C. D. Davis, General Chairman  
United Transportation Union-Enginemen  
395 N. Central  
Upland, California 91786

Gentlemen:

Referring to Memorandum of Understanding concerning scheduling vacations for engine service employees.

It is understood between the parties that in scheduling vacations Local Chairmen of the Brotherhood of Locomotive Engineers and United Transportation Union (E), when in complete agreement, may alter Section (2) of the Agreement to provide:

Before an employee who desires a split a vacation as provided in Appendices 25 and 13 of the Engineers' and Firemens' Schedules, respectfully, is allowed to schedule the remainder of his vacation, all other employees on his seniority district shall, in seniority order, be permitted to schedule their vacations. After all employees on the seniority district have scheduled their vacations, those who split their vacations shall, in seniority order, schedule the remainder of their split vacation.

Section (2) will apply as written when the Local Chairman, supra, are not in complete agreement

If the foregoing is agreeable to you, please signify by signing in the space provided.

Yours truly,

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

AGREED:

\_\_\_\_\_  
General Chairman, BLE  
SUPPLEMENT TO RULE 63 CONTINUED:

March 22, 1991  
220-50-130

Mr. James M. Harrell  
Director, Labor Relations  
The AT&SF Railway Company  
1700 East Golf Road  
Schaumburg, Illinois 60173-5860

Dear Mr. Harrell:

Please refer to Article XIII (a), of the January 1, 1990 Agreement entitled Vacation Float, which provides that “engineers entitled to two (2) or more weeks of vacation whether assigned to take their entire vacation in one period or split into two periods, may, **at any time** prior to the assignment starting time....”.

It appears that inconsistencies have arisen on different sections of the property, in connection with the date or day of the week that an engineer may begin a floated portion of his or her vacation.

In negotiating the agreement and drafting the language for this portion of the January 1, 1990 Agreement, it was the intent of the parties to make the handling consistent on all the property and further, that an engineer would be **permitted to begin a floated portion of his or her vacation on any day of the week.**

If you concur, please affix your signature and notify those handling.

Yours truly,

C. A. McDaniel, Jr.

AGREED:

James M. Harrell, Director  
Labor Relations

Supplement to Rule 65 (a): LEAVE OF ABSENCE

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

In connection with the National Railroad Passenger Corporation (AMTRAK) desire to employ train and engine service personnel for operation of its service,

IT IS AGREED:

1. When an employee desires to accept employment with Amtrak, he/she shall make application in writing to the Superintendent for leave of absence.
2. The leave of absence will, at the discretion of the Company, be granted the employee for the duration of employment with Amtrak, consistent with the needs of the service.
3. While leave on leave of absence, the employee must keep the Superintendent advised of his current address and telephone number.
4. Employees covered by this Agreement, while on leave of absence, will continue to retain and accumulate seniority.
5. No requests for leaves of absence will be granted after the expiration of a two-year period commencing with the effective date of this agreement.
6. An employee who is granted a leave of absence pursuant to this Agreement will be permitted to return to the Company's service under the following conditions:
  - (a) The employee is unable to hold a regular assignment or an extra board position with Amtrak (except for disciplinary reasons), or
  - (b) After an employee has been with Amtrak for six months and prior to the expiration of two years, which periods will



commence with the date of the employee's employment with Amtrak, the employee may voluntarily return to the Santa Fe. If the employee elects to remain with Amtrak at the end of the two-year period, he/she may not voluntarily return to Santa Fe except in accordance with paragraph (a) above.

7. If an employee fails to return to the Santa Fe within 30 days after being furloughed by Amtrak, the employee will automatically forfeit all seniority and other employment rights with the Santa Fe.
8. If an employee is furloughed by Amtrak and returns to the Santa Fe, the employee will be given leave of absence when recalled to Amtrak.

This Agreement will become effective as of the date Amtrak assumes employment of train and engine service personnel in each zone.

Signed at Chicago this 21<sup>st</sup> day of October 1986.

#### Supplement to Rule 65 (a) (b) : LAY OFF PERSONAL BUSINESS

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

IT IS AGREED:

Amend Rule 65 (a) and (b) to read:

When verbal authority is obtained, engineers will be permitted to lay off account personal business when the exigencies of the service will permit.

Signed at Chicago, Illinois this 18<sup>th</sup> day of June 1982.

Supplement to Rule 65 (d): FORMAL LEAVE OF ABSENCE

MEMORANDUM OF AGREEMENT between the Atchison, Topeka and Santa Fe Railway Company –Coast Lines- and its employees represented by the Brotherhood of Locomotive Engineers:

IT IS AGREED:

The following shall be issued as an amendment to the current Operation Department Bulletin Books and will amend Rule 65 (d) of the Engineers Schedule.

- (1) In a lay off of fifteen days or less duration account illness or injury, verbal contact will be made with Carrier's designated representative. When lay off is to exceed fifteen days, account illness or injury, a doctors recommendation must be presented in an employee's behalf within the fifteen-day period to avoid being subject to absence without leave, indicating the inability of the employee to perform his normal duties in which case no formal leave of absence will be required to cover the period of time contained in the doctor's recommendation. An employee confined to a hospital will not need such recommendation to cover this period of confinement, but after release from the hospital will present either a recommendation indicating ability to return to unrestricted service or provide in his behalf a recommendation from his attending physician to remain off duty for an approximate period of time, which period need not be covered by formal leave of absence, but must be presented in his behalf within the period specified. Any doctor's letter of recommendation, which does not contain specific period of time, will be limited to 45 days from the date of issuance.
- (2) In each instance when, in the attending physician's opinion, an employee is unable to return to unrestricted service, another recommendation must be presented in behalf of the employee prior to the expiration of the period covered by the prior recommendation. Failing to do so will subject the employee to absence without leave. During this period (s) of time, employee is forbidden from engaging in outside employment or business unless written authority is granted from the Carrier.

- (3) An employee whose continuous absence extends beyond one year will be required to submit formal leave of absence request for such period (s).
- (4) It is understood between the parties this agreement is not applicable to any employee who is confined to a hospital or similar institution as a result of a court order or sentence, or in lieu thereof.

Signed at Chicago, Illinois, this 18<sup>th</sup> day of June 1982.

FOR THE ORGANIZATION

FOR THE CARRIER

---

General Chairman  
Brotherhood of Locomotive  
Engineers

---

Vice-President-Personnel  
and Labor Relations

APPROVED:

---

Vice-President  
Brotherhood of Locomotive Engineers

Supplement to Appendix 6: REQUIREMENTS FOR ON AND OFF DUTY  
POINTS

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

IT IS AGREED:

Any rules in road or yard service dealing with establishing or changing on  
and off duty points are abrogated and in lieu thereof the following will apply.

(1) Any change in the location for going on or off duty within the present  
switching limits will be made by bulletin notice to the employees. A **newly  
designated location** for going on and off duty will provide the following:

- (a) Adequate fenced, lighted and paved parking facilities.
- (b) A waiting room, with table or desk space, for crews waiting for  
trains, equipped with locker space.
- (c) Bulletin board secured with a lock.
- (d) No change in district mileage will be made as a result of  
moving the on and off duty point.

(5) When a change is contemplated, the Local Chairman will be given  
**advance notice**.

Signed at Chicago, Illinois this 18<sup>th</sup> day of June 1982.

FOR THE ORGANIZATION

\_\_\_\_\_  
General Chairman, Brotherhood  
of Locomotive Engineers

APPROVED:

\_\_\_\_\_  
Vice-President, BLE

FOR THE CARRIER

\_\_\_\_\_  
Vice-President-Personnel  
and Labor Relations

Supplement to Appendix 18: HANDLING OF INTERDIVISIONAL  
BETWEEN CALWA AND RICHMOND

MEMORANDUM OF UNDERSTANDING between the Atchison, Topeka and Santa Fe Railway Company and its employees 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 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 foot 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 the 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 claims** for runaround or so-called mishandling which might result from compliance with this Agreement.

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

FOR THE ORGANIZATION

FOR THE CARRIER

\_\_\_\_\_  
Local Chairman, BLE  
(Richmond)

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Local Chairman, BLE  
(Calwa)

APPROVED:

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

\_\_\_\_\_  
Vice-President-Personnel  
and Labor Relations

Supplement to Appendix 20 Gen.: CHANGING ON/OFF DUTY POINT

November 6, 1981

Mr. G. E. Mettler, General Chairman  
Brotherhood of Locomotive Engineers  
LaVerde Vista Plaza, Suite "H"  
4662 Katella Avenue  
Los Alamitos, CA. 90720

Dear Sir:

Referring to the various meetings concerning change in the on and off duty point for engineers in other than passenger and yard service to Hobart (Los Angeles).

In consideration thereof, it was agreed that on the effective date the change in on and off duty point is made, the provisions of BLE Appendix 20, as amended on May 1, 1976, will be made applicable to engineers on the Los Angeles extra board.

It is further understood that the foregoing is not intended to make any change in the understanding that the extra board is not considered a regular assignment.

If the foregoing agrees with your understanding, please sign and return the attached copy.

Yours truly,

F. L. Elterman  
Vice-President-Personnel  
and Labor Relations

---

G. E. Mettler-General Chairman  
Brotherhood of Locomotive Engineers

Supplement to Rule 20 Gen. Continued: ON/OFF DUTY POINT AT SAN  
BERNARDINO

November 6, 1981

Mr. G. E. Mettler, General Chairman  
Brotherhood of Locomotive Engineers  
La Verde Vista Plaza, Suite "H"  
4662 Katella Avenue  
Los Alamitos, CA 90720

Dear Sir:

Referring to the various meetings concerning change in the on and off duty point for engineers in other than passenger and yard service at San Bernardino.

In consideration thereof, it was agreed that on the effective date the change in on and off duty point is made, the provisions of BLE Appendix 20, as amended on May 1, 1976, will be made applicable to engineers on the San Bernardino extra board.

It is further understood that the foregoing is not intended to make any change in the understanding that the extra board is not considered a regular assignment.

If the foregoing agrees with your understanding, please sign and return the attached copy.

Yours truly,

F. L. Elterman  
V.P. LABOR RELATIONS

---

G. E. Mettler, General Chairman  
Brotherhood of Locomotive Engineers



## RESERVE BOARD AGREEMENT

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:

- (1) The Carrier will have the right to establish reserve engineer boards on seniority districts where in management's judgement employment levels will allow. When initially established, those employees holding engineer's seniority may make application for the board and such applicants will be selected in seniority order. Thereafter, employees holding engineer's seniority may go to the engineer's reserve board by displacement or standing bid, as specified below. The Carrier may discontinue engineer's reserve boards at its discretion.
- (2) An engineer on the reserve board will be allowed 70% of his regular 1989 earnings, less extraordinary payments such as moving/relocation options and Article I lump sum payments, with a minimum of 70% of 5 days at the yard engineer's rate of pay, or \$67.70 per day. Engineers on the reserve board for less than a calendar month will have their reserve pay pro-rated based on the number of full calendar days they are not on the board. An engineer who is not on the board a full calendar day **will not** receive pay for that day.
- (3) No other payments other than these referred to in Paragraph 2 will be made to or on behalf of reserve engineer except (i) payments of premiums under applicable health and welfare plans and, (ii) as may otherwise be provided for in this agreement. No deductions from pay shall be made on behalf of a reserve engineer except (i) deductions of income, employment or payroll taxes (including railroad retirement taxes) pursuant to federal, state or local tax; (ii) deductions of dues pursuant to an applicable union shop agreement and any other deductions authorized by agreement, (iii) as may otherwise be authorized by this Agreement, including the 401 (K) retirement plan, and (iv) any other legally required deduction.
- (4) An engineer on the reserve board must remain in that status until he either (i) is recalled and returns to service, (ii) resigns from

employment with the Carrier, (iii) retires on an annuity (including a disability annuity) under the Railroad Retirement Act, (iv) becomes otherwise not entitled to free exercise of seniority under agreement rules, (v) is displaced or (vi) elects to return to active service after being in reserve status voluntarily for 30 consecutive days, whichever occurs first.

- (5) An engineer on the reserve board for 24 consecutive months must mark up, seniority permitting, and be available for active service for 120 consecutive days before regaining eligibility for reserve status.
- (6) Reserve engineers must maintain their engine service proficiencies while in such status, including successfully completing any retraining or refresher programs that the carrier may require and passing any test or examinations (including physical examinations) administered for purposes of determining whether such proficiencies and abilities have been maintained. Reserve engineers also must hold themselves available for return to service in compliance with such notice. Reserve engineers **will be recalled in reverse** seniority order. Failure to comply with any of these requirements will result in the engineer being subject to discipline.
- (7) Reserve pay will cease upon recall from reserve status. An engineer will have **72 hours** from notification of recall in which to exercise seniority. Thereafter, up to the five day recall limit, he will be assigned by the Carrier where needed.
- (8) The junior engineer in reserve status will be displaced if a senior engineer elects to take reserve status. The junior reserve engineer so displaced will be covered by existing rules governing displacement.
- (9) A reserve engineer may submit a request to protect emergency engineer work in the event extra board or demoted engineers are not available. Any earnings for working **will not offset** engineer reserve pay.
- (10) Recall from the engineer's reserve board will be made in reverse seniority order. Carrier may recall reserve engineers **whenever deemed** necessary. If a reserve engineer is to be recalled to fill a permanent vacancy, the vacancy will be filled in the following order:

- (a) force the junior working demoted engineer;
- (b) recall the junior reserve engineer;
- (c) recall the senior reserve demoted engineer;
- (d) the senior post-November 1, 1985 demoted engineer who bids;
- (e) force the junior post-November 1, 1985 demoted engineer;

**Notwithstanding the above order, the Carrier may at its option permit engineers to remain on the reserve board while a post-November 1, 1985 employee works as engineer.**

- (11) Other non-railroad employment while in reserve engineer status is permissible so long as there is no conflict of interest. Other employment, which may be considered a conflict of interest, must receive prior authorization from the Division Manager. There will be no offset for outside earnings.
- (12) Engineers in reserve status will be entitled to receive vacation pay or reserve pay; whichever is greater, if a scheduled vacation is observed. Time spent in reserve status **will not count** toward determining vacation for succeeding years. It will count as time in determining the length of the vacation to which an employee, otherwise eligible, is entitled.
- (13) Reserve engineer are not eligible for:

- Annual Leave Days
- Holiday Pay
- Operating Rules Class or Retraining Class Pay
- Profit Sharing
- Bereavement Leave
- Jury Pay
- Other similar special allowances

NOTE: An engineer **will not qualify for or be allowed to observe** annual leave days while in reserve status, but he may take payment in lieu thereof for annual leave days previously accumulated.

- (14) Reserve pay will be considered engineer compensation for participation in the ATSF-BLE 401-(K)-retirement plan.

(15) Reserve engineer are covered by:

Health and Welfare Plans  
Union Shop  
Dues Check-off  
Discipline Rule  
Grievance Procedure

That are applicable to engineers in active service.

This agreement, signed at Chicago, Illinois, on June 7, 1990, will become effective on June 13, 1990.

FOR THE ORGANIZATION

FOR THE CARRIER

\_\_\_\_\_  
General Chairman, Brotherhood  
of Locomotive Engineers

\_\_\_\_\_  
Director-Labor Relations

APPROVED:

Vice-President, Brotherhood  
of Locomotive Engineers

Reserve Board Agreement Continued: RECOGNIZING "G-2" LINES

May 3, 1990  
42-930-20

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

Dear Sir:

This has reference to the Memorandum of Agreement covering reserve engineers.

The agreement will be applied to recognize the "G-2" lines on the Old Arizona and Valley seniority districts. As a result, separate reserve boards, if established, would be located at both Bakersfield and Needles on the Old Arizona seniority district, and at both Fresno and Richmond on the Valley seniority district.

If the above correctly describes our understanding, please sign below.

Yours truly,

James M. Harrell  
Director-Labor Relations

AGREED:

---

General Chairman, Brotherhood  
Of Locomotive Engineers

APPROVED:

---

Vice-President, BLE

## CONSTRUCTIVE ALLOWANCE CODE LIST

(TRAIN, ENGINE, YARD EMPLOYEES) 10/11/96

### ALL CA CODES ISSUED

<b>CA</b>	<b><u>DESCRIPTION</u></b>
01	VACATION GRANTED-CURRENT YEAR
02	VACATION UN-GRANTED-CURRENT YEAR
03	VACATION UN-GRANTED-SUBSEQUENT YEAR
04	COAL TRAIN ALLOWANCE (HOT MEAL PAY AT GALLUP) ALBUQUERQUE DIVISION
05	BEREAVEMENT LEAVE
06	NIXON POWER PLANT PENALTY, COLORADO DIVISION ONLY
07	2 MEAL ALLOWANCES
08	RULES EXAMINATION
09	MEAL ENROUTE PAY, RUN THRU SERVICE ONLY
10	TERMINAL SWITCHING (SEE "IT" OR "FT")
11	DOUBLING, YARD SERVICE ONLY
12	WORKING WITHOUT A FIREMAN
13	AIR PAY ALLOWANCE
14	FINAL TERMINAL DELAY (ARBITRARY ALLOWANCE-POST 1985 ENGINEERS NOT ENTITLED)
15	SLEEPING CAR PAY, PASSENGER SERVICE ONLY
16	HANDLING BAGGAGE, ETC. IN PASSENGER SERVICE
17	INITIAL TERMINAL DELAY ( ARBITRARY ALLOWANCE- POST 1985 ENGINEERS NOT ENTITLED)
18	CABOOSE POOLING ALLOWANCE
19	1 LODGING ALLOWANCE
20	2 MEALS AND 1 LODGING ALLOWANCE
21	WORKING REST DAY, YARD SERVICE ONLY
22	LATE MEAL PERIOD, YARD SERVICE ONLY
23	HERDER RATE OF PAY CLAIM FOR HELPER
24	TIME AND ONE HALF -WORKING HOLIDAY
25	1 MEAL ALLOWANCE
26	INTERMEDIATE STATION SWITCHING, ROAD SERVICE
27	FBYM RATE OF PAY, YARD SERVICE
28	CAR RETARDER RATE OF PAY, YARD SERVICE

29 YARD RATE OF PAY ON ROAD SERVICE TRIP,(COAST LINES  
ONLY)  
30 HELD AWAY FROM HOME TERMINAL  
31 KANSAS CITY BACK-UP,( PASSENGER ENGINE SERVICE  
ONLY)  
32 REDUCED CREW ALLOWANCE, WORKING WITH ONE  
BRAKEMAN OR HELPER  
33 WORKING OUTSIDE SWITCHING LIMITS, YARD SERVICE  
(DUAL TIME PAYMENT-POST 1985 ENGINEERS NOT  
ENTITLED)  
34 PLACING OR REMOVING ETD OR ETM  
35 10 MINUTE PASSENGER TIE UP, (EASTERN AND WESTERN  
LINES)  
36 TURNING ON WYE  
37 ANNULMENTS OR ABOLISHMENTS OF ASSIGNMENT, (SEE  
"AB" OR "AN")  
38 CALL PRIOR TO OR AFTER ASSIGNED STARTING TIME  
39 HANDLING OVER 50 LOADS, (COLORADO AND LA  
DIVISIONS)  
40 CALL AND RELEASE, (SEE "AO" OR "PO")  
41 \$5.00 LATE MEAL ALLOWANCE IN FREIGHT SERVICE  
42 MINIMUM OR BASIC DAY, (DEPART TERMINAL AFTER 8  
HOURS EXC. GCSF) (NON-FROZEN COMPLEMENT TO CA 87)  
43 PENALTY VACATION PAYMENT  
44 DEADHEADING  
45 IMPROPER BLOCK RULE, (SEE "BL" OR "SO")  
46 DOUBLING HILLS  
47 DOUBLING OUT OF INITIAL TERMINAL  
48 CLEAN UNIFORM PAY ON AIR PAY CLAIM  
49 HOSTLING AT TERMINALS  
50 BOARD RUNAROUND-MINIMUM DAY (SEE "BD")  
51 SIDE TRIP OR LAPBACK, (SEE "LP" OR "SD")  
52 TYING UP BETWEEN TERMINALS, OTHER THAN HOURS OF  
SERVICE  
53 DOUBLE HILL ACCOUNT EXCESS TONNAGE  
54 DOUBLE INTO FINAL TERMINAL  
55 TIE UP UNDER FEDERAL HOURS OF SERVICE LAW  
56 MONETARY AMOUNT ALLOWED BETWEEN WINSLOW AND  
NEEDLES IN LIEU OF CONSTRUCTIVE MILEAGE

57 TRADING TRAINS BETWEEN WINSLOW AND NEEDLES FOR  
 TRAINMEN  
 58 BALANCING OF POOLS BETWEEN WINSLOW AND NEEDLES  
 59 PICK-UP, SET-OUT OR EXCHANGE OF UNITS  
 60 HANDLING EXCESS TONS, NO DOUBLE  
 61 HELP ROAD TRAINS IN/OUT YARD  
 62 INCEDENTAL WORK TRAIN SERVICE  
 63 SET OUT TO SP, (COAST LINES)  
 64 ENGINE PREPARTION OR TIE-UP  
 65 \$5.00 TRAVEL ALLOWANCE 9-1-87 THRU 8-31-88  
 66 COMBINATION OF SERVICE, MORE THAN ONE CLASS OF  
 SERVICE  
 67 TRAVEL TIME-(ENGLEWOOD ROAD SWITCHER)  
 68 CONSTRUCTIVE MILEAGE, (LINE CHANGES, ETC)  
 69 DERAILMENTS  
 70 GUARNTYES, MONEY BOARD  
 71 GUARNTYES, WEEKLY  
 72 ALLOWANCE FOR MEAL ENROUTE, (NORTHERN AND  
 SOUTHERN- IF ON DUTY OVER 8-HOURS)  
 73 SENIORITY MISHANDLED  
 74 HELD OFF REGULAR ASSIGNMENT  
 75 CONRAIL WORK PERFORMED  
 76 MAKE WHOLE  
 77 DIFFERENCE IN RATE OF PAY  
 78 INTERCHANGE VIOLATION  
 79 COPYING TRAIN ORDER PENALTY  
 80 HOLIDAY PAY  
 81 PERSONNEL LEAVE DAYS (TRAINMEN ONLY)  
 82 RUN-THRU ARBITRARIES, (EASTERN AND WESTERN LINES)  
 83 MILITARY SERVICE ADJUSTMENT  
 84 PHYSICAL EXAMINATION PAYMENT  
 85 JURY DUTY ALLOWANCE PAYMENT  
 86 CONDUCTOR AND BRAKEMAN RESUCED ASSIGNMENT,  
 (COAST LINES)  
 87 APPEALED CLAIMS  
 88 ATTENDING COURT AS COMPANY WITNESS-GREATER  
 THAN-MINIMUM DAY (SEE "8H")  
 89 ATTENDING FORMAL INVESTIGATION  
 90 CHANGE ENDS ON UNITS (TPW)  
 91 ENGINEER INSTRUCTING A FIREMAN IN TRAINING



92	APPEALED CLAIM
93	EXCESSIVE CLAIMED MILES
94	MACHINE GENERATED MINUS EARNINGS MEALS AND LODGING
95	MACHINE GENERATED MINUS EARNINGS REGULAR EARNINGS
96	FIT PAYMENT
97	ATTENDING SCHOOL
98	\$10 PER DAY PRE-EMPLOYMENT TRAINING
99	OTHER MISCELLANEOUS CLAIMS

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1A	CREW CONSIST ARTICLE 6 (A)
1B	CREW CONSIST ARTICLE 6 (B)
1C	CREW CONSIST ARTICLE 6 (C)
1D	CREW CONSIST ARTICLE 7 (A)
1E	CREW CONSIST ARTICLE 7 (B)
1F	CREW CONSIST ARTICLE 7 (B) (2)
1G	CREW CONSIST ARTICLE 7 (B) (5)
1H	CREW CONSIST ARTICLE 9
1I	CREW CONSIST ARTICLE 10
1J	CREW CONSIST ARTICLE 11
1K	CREW CONSIST ARTICLE 12
1L	CREW CONSIST ARTICLE 13
1N	CREW CONSIST SIDE LETTER 1
3B	SUPPLEMENTAL REDUCED CREW PAYMENT (ENGINEERS)
3C	CAB PAY (OPERATED WITHOUT A CABOOSE)
6B	6-DAY ASSIGNMENT REDUCED TO 5 DAYS
7B	7-DAY ASSIGNMENT REDUCED TO 5 DAYS
8H	ATTENDING COURT AS COMPANY WITNESS-MINIMUM DAY (SEE CA 88)
AB	ABOLISHMENTS
AL	ANNUAL LEAVE DAYS (ENGINEERS ONLY)
AN	ANNULMENTS
AO	CALL AND RELEASE, AFTER ON DUTY
BD	BOARD RUNAROUND, (GREATER THAN MINIMUM DAY) (SEE "CA 50")
BL	IMPROPER BLOCK RULE, REQUIRED TO BLOCK FOR BEYOND END OF RUN
BM	BN/SANTA FE MERGER MEETING
BP	BACK-PAY

BT	BN TRANSFER
CA	CARRYOVER ANNUAL LEAVE DAYS
CO	PERSONNAL LEAVE DAYS, CARRY-OVER PAID
CP	CERTIFICATION PAY
CS	CAR SCALE ADDITIVE
DA	DRIVING ALLOWANCE (ALLIANCE, TEXAS)
DD	SPECIAL DISTRICT PAY (STOCKTON AND KEDDIE)
DP	DETACHED PERSONNEL
ER	EMPLOYEE'S RE-TRAINING PROGRAM
EX	EXPEDITING ALLOWANCE
FH	FOREIGN LINE HELPER
FT	FINAL TERMINAL SWITCHING
GP	GRADE PAY
HO	HANGING ONTO SIDE OF CAR (TRAINMEN ONLY)
HR	HOURS OF SERVICE RELIEF
IA	INSTRUCTOR ALLOWANCE (TRAINMENT ONLY)
IF	I, FORGOT
IM	CONDUCTOR ONLY MISHANDLING
IT	INITIAL TERMINAL SWITCHING
LB	SIGNING BONUS PAYMENT
LD	RESTRICTED WORK PROGRAM- (ON DUTY INJURY-LIGHT DUTY)
LP	LAP-BACK
LS	LUMP-SUM PAYMENT
MA	MILEAGE ALLOWANCE
MC	MISHANDLING CREW CALLING
MR	MILEAGE REIMBURSEMENT (AUTO MILEAGE)
ND	New York DOCK PROTECTION
NP	POWER NAP-GRANTED
OD	RESTRICTED WORK PROGRAM- (OFF DUTY INJURY)
OL	OPERATION LIFESAVER PROGRAM
OS	OPERATION STOP
PO	CALL AND RELEASE, (PRIOR TO ON DUTY)
RC	3-DAY RESERVE BOARD RECALL
RF	FIREMAN RESERVE PAY
RP	RESERVE BOARD PAY (UTU & BLE)
RW	FIREMAN, CONDUCTOR AND BRAKEMAN REDUCED ASSIGNMENT (EXCEPT COAST LINES)
SA	SAFETY ASSISTANT
SB	SUPPLEMENTAL EXTRA BOARD

SC	SPLIT CREW- (LAJ RAILWAY)
SD	SIDE TRIP
SH	SAFETY AND HEALTH
SM	SAFETY MEETING
SO	IMPROPER BLOCK RULE, SET-OUT IMPROPERLY BLOCKED CARS
SP	SPECIAL DISTRICT PAY
SR	SUPERVISOR RELIEF
ST	SAFETY TRAINING
TB	BN TRANSFER BONUS PAY
TC	TRAUMA COUNSELING
TM	TRAIN MAKEUP
TO	TRAINING, OTHER
TP	TRAINING PAY
TT	TRADING TRAINS
TQ	MTQ CLASSES
UA	USED OFF REGULAR ASSIGNMENT
UL	UNGRANTED ANNUAL LEAVE DAYS
UO	USED OFF REGULAR ASSIGNMENT
XP	TRAINMENT PASSENGER GUARANTEE
YA	YARD RUN-AROUND

## INTERCHANGE INFORMATION AND VIOLATION:

I am quoting below instructions issued by Mr. J. B. Spier's Office, file 23-EX of August 24, 1965, concerning the handling of erroneously delivered cars through interchange. Special Board of Adjustment No. 379, Awards 308, 309, 310, 311, and 312 denied claims involving this feature. So that proper application of those awards will be handled on a uniform basis on the Coast Lines, the following procedure will govern:

- (1) Where the error is discovered before the delivery is completed and the engine uncoupled, it will be the duty and responsibility of the delivering road to correct the error by switching cut, and returning the erroneously delivered car or cars to their yard.
- (2) Where the error is discovered after delivery is completed and before the cars are pulled from the transfer track, the receiving carrier must switch cut and return the erroneously delivered cars to the designated transfer track of the delivering carrier before cars are moved from that point of interchange if track space will permit.
- (3) Where the error is discovered after cars are pulled from a joint transfer point, where cars are delivered on track in the yard of the receiving carrier, or where track space at the point of interchange will not permit switching out the cars at that point, there will be no penalty in returning the cars to the transfer track of the delivering carrier.

Please see that all supervisory personnel concerned with issuing instructions to yard crews are fully apprised of these procedures.

Please acknowledge receipt of these instructions.

S. Rogers

Cc: Mr. J. T. Groundwater

## 1992 CREW CONSIST AGREEMENT

MEMORANDUM OF AGREEMENT between the Atchison, Topeka and Santa Fe Railway Company and its employees on the former Coast Lines represented by the United Transportation Union (C, T&Y).

IT IS AGREED:

### ARTICLE X

#### Enhancement of Supplemental Separation Benefit

Articles 1(c) and 1(e) and Side Letters Nos. 10 and 14 of the Supplemental Benefit and Voluntary Separation Agreement (hereinafter "SBVS") dated August 21, 1989, effective September 1, 1989, are amended as follows:

Immediately upon the effectiveness of this Memorandum of Agreement, Article 1(e) and Side Letter No. 10 of the SBVS are abrogated in their entirety and will have no further affect on current employees.

In lieu of the mechanisms established by Article 1(e) and Side Letter No. 10, the parties agree that \$10,000 of the deferred benefit remaining for each eligible employee under SBVS Article 1 (c) and Side Letter No. 16 will be adjusted in the manner described in the immediately following two paragraphs of this Article 1, and Santa Fe shall deposit in any appropriate trust established under SBVS Article 1 (d) whatever cash may be necessary to fulfill the requirements of SBVS Article 1 (d).

Immediately upon the effectiveness of this Memorandum of Agreement, any eligible employee's as yet unpaid \$10,000 will be adjusted pursuant to Article 1(c) through September 1, 1991. Afterwards, such \$10,000 will not be subject to any further adjustment under Article 1 (c) or Side Letter No. 14. Rather, on September 1, 1992, such \$10,000, as adjusted in accord with the foregoing, will be increased by the greater of 3.5% or a percentage that is not higher than 20% but otherwise is equivalent to the percentage change in the closing market price of Santa Fe Pacific Corporation common stock (as reported in the "Wall Street Journal") between September 1, 1991 and September 1, 1992.

Then, on September 1 of each succeeding year (1993, etc.), each eligible employees as yet unpaid \$10,000 supplemental benefit Portion (including all interest adjustments provided for by the foregoing) will further be increased by the greater of 3.5% or a percentage which is not higher than 10% but otherwise is equivalent to the percentage change in the closing market price of Santa Fe Pacific Corporation common stock (as reported in the "Wall Street Journal") between that respective Sept 1 (1993,, etc.) and September 1 of the immediately preceding year (1992, etc.).

An example of the off act or this Article I is set forth below.

<u>-Data</u>	<u>% Increase in SFP Stock Base Amount of Benefit Portion</u>	<u>Price During Measurement Period</u>	<u>% Increase On Benefit</u>	<u>New Amount of Benefit Portion</u>
9/1/69-	-			\$10,000
9/1/90	\$10,000		3.5%	10,350
9/1/91	10,350	-	3.5%	10,712
9/1/92	10,712	12%	20%	11,784
9/1/93	11,784	5%	5%	12,373
9/1/94	12,373	10%	10%	13,610

## ARTICLE II

### Conductor-only Conditions and Restrictions

As of January 29, 1992 Article 3(c) of the Memorandum of Agreement dated August 21, 1989 effective September 1, 1989 shall be abrogated. In its place the following terms in this Article 11 shall establish the conditions and restrictions which govern conductor-only service performed on and after January 29, 1992 by employees subject to this Agreement:

1. Conductor-only service may be established on through freight trains between terminals, initially as described in paragraph 8 herein.
2. Conductors in conductor-only service will not be required to make more than three straight set-outs or three straight pick-ups, or any

combination not to exceed three per tour of duty, including work at a terminal or en route, excluding bad orders. For purposes of this Article II, cutting in or cutting out helper power will be considered a pick-up or set-out unless such move is performed by someone other than the conductor on the conductor-only train.

At Hobart only, for intermodal trains in intermodal facilities, building train from the minimum number of tracks, or yarding train in the minimum number of tracks will count as one of the pick-ups and/or set-outs. Double-overs from the main line will not be allowed at Hobart.

3. Conductor-only trains will be protected by the conductors' pools. Conductors' and brakemen's chain gang turns will be separated, and separate conductors' and brakemen's pools will be established to protect all service, including conductor-only service, except as limited by Section 8 below.
4. District miles will be allowed. The overmile rate for conductors protecting service under this Article II will be at the basic mileage rate in effect June 30, 1988.

NOTE 1: For example, the 172-mile run from Needles to Barstow presently pays \$.9036 per mile for overmiles. Under this provision, the overmile rate for conductor-only would be \$1.0086 per mile, or 10.5 cents per mile higher.

NOTE 2: Constructive mileage being paid on runs immediately prior to the effective date of this Agreement will continue.

5. Conductors protecting this service who do not stop to eat en route will be allowed \$1.50, unless time on duty exceeds 8 hours, in which event they will be allowed \$5.00.

NOTE: Article 2(p), Section IV of the Road Schedule will not be changed by this section 5.

6. Conductors operating conductor-only trains which perform in excess of the moves provided in Section 2 above will be allowed the one-way trip mileage a brakeman would have earned had he been a member of the crew.

7. A brakeman used out of the home terminal in pool freight service with a conductor will remain with that conductor for the entire round trip.

8. Conductor-only trains may be operated in the freight pools between terminals pursuant to the restrictions set forth in Section 2 above.

Brakemen's pool positions will be maintained as not forth in either of the two following options:

Option 1

- (a) Conductors' pools will be regulated in accordance with schedule rules based on the mileage of all trains operated in the pool by pool conductors.
- (b) All brakemen's pools will be abolished and will be combined with the applicable brakemen's extra board. All brakemen's unassigned freight work and other brakemen's vacancies will be protected by the brakeman's extra board.
- (c) The number of brakemen from the freight pool who will occupy positions on the extra board will be governed by the following:

Upon implementation	25% of conductors' pool turns
Year 2	20% of conductors' pool turns
Year 3	15% of conductors' pool turns
Year 5 and thereafter	0% of conductors pool turns.

All fractions will be rounded to the next lowest number.

- (d) The number of brakemen on the extra board will be 20 percent of all assigned brakemen's positions and in addition thereto, the number of slots which would otherwise have been protected by the brakemen's pool. For example, if there are 10 conductors' turns with 25% conductor-only and five locals, there would be at least 3 brakemen on the extra board (two from the pool plus 20% of the number on regular assignments), All fractions will be rounded to the next highest number.

The number of brakemen used in pool freight service in the preceding normal checking periods will be used in calculating the number of brakemen on the extra board.



- (e) The carrier will determine which trains will be operated conductor-only based on the guidelines of Sections 2 and 7 of this Article II.
- (f) Trains consisting of at least 90% new business added subsequent to the effective date of this agreement which cause an increase in the number of conductors' pool turns will not cause a corresponding increase in brakemen's pool turns.

## Option 2

- (a) Conductors' pools will be regulated in accordance with Schedule rules based on the mileage of all trains operated in the pool by pool conductors.
- (b) All brakemen's pools will be abolished, and the brakemen's extra board will be abolished, and the conductors' extra board will be abolished. A combination conductors'/brakemen's extra board will be established in their place to protect all brakemen's unassigned freight work and all other conductors and brakemen's vacancies. Occupants on the combination board will be covered by the conductors' guaranteed extra board guarantee.
- (c) The number of brakemen from the freight pool who will occupy positions on the extra board will be governed by the following:

Upon Implementation	25% of conductors' pool turns
Year 2	20% of conductors' pool turns
Year 3	15% of conductors' pool turns
Year 5 and thereafter	0% of conductors' pool turns

All fractions will be rounded to the next lowest number

- (d) Occupancy on the combination conductors'/brakemen's extra board will be calculated at a minimum of the number of brakemen's slots plus 40% of all conductors' pool turns and assigned positions and all assigned brakemen's positions. All fractions will be rounded to the next highest number.

For example:

Conductors' pool	13	
Conductors' assignments	6	
Brakemen's assignments	6	
	25	$25 \times .40 = 10$
Brakemen's pool slots	3	$3 + 10 = 13$ on extra board

At the beginning of Year 5 and thereafter, occupancy on the combination board will be calculated at a minimum of 25%, providing that 25% of the number of brakemen used in pool freight service in preceding normal checking periods be used in calculating the number on the combination board.

- (e) The Carrier will determine which trains will be operated conductor-only based on the guidelines of Sections 2 and 7 of this Article II.
- (f) Trains consisting of at least 90% new business; added subsequent to the effective date of this agreement which cause an increase in the number of conductors' pool turns will not cause a corresponding increase in brakemen's pool turns.

9. The general chairman will advise the carrier which of the above options will be utilized on each seniority district 15 days prior to implementation of this Agreement. The option may be changed if so requested by the general chairman one year following the implementation of this Agreement, and reviewed each year thereafter until the end of the fourth year.

10. At Gallup, the brakemen's extra board will be staffed at a level one (1) below the conductors' extra board as of the effective date of this Agreement. One year after the effective date of this Agreement, the brakemen's extra board at Gallup will be staffed at a level two (2) below the conductors extra board. A brakeman on the extra board standing first-out for a coal train may be runaround if his use is required in non-coal train service. None of these trains will be included in the count of terminal-to-terminal conductor-only trains.

11. Following the effective date of this Article, should any member(s) of another craft or organization receive payment(s) of any nature dealing with the size of the train and/or size of the ground crew and/or work en route which Payments) were

not provided for prior to the effective date of this Agreement, the member(s) of the ground crew will receive the same payment(s) in addition to all other earnings.

### ARTICLE III

#### Deadheading

Article VI, Section 2(a) of the October 31, 1985 UTU National Agreement will be changed to read:

For Present Employees (pre-November 1, 1985):

Employees deadheading separate and apart from service will be paid a minimum of a basic day and 50 cents per mile for all miles in excess of the basic day, at the rate applicable to the class of service in connection with which deadheading is performed. If actual time consumed is greater, it will be allowed instead.

NOTE: For ' example, an employee on a district of 200 miles who deadheads in 10 hours would be allowed a basic day (currently 114 miles), two hours at straight time for the time in excess of eight hours (29 miles) and 57 overmiles at 50 cents per mile (114 + 29 + 57 = 200).

### ARTICLE IV

#### Road /Yard

Article VIII, Section 1(b) of the October 31, 1985 UTU National Agreement is amended to include the following.

(a) All progressive move requirements in connection with making pick-ups and/or set-outs at the- initial and/or final terminal are eliminated. A road crew may make up to two straight pick-ups; or, two straight set-outs; or, one straight pick-up and one straight set-out in addition to picking up its train at the initial terminal. Likewise, a road crew may also make up to two straight pick-ups; or, two straight set-outs; or, one straight pick-up and one straight set-out in addition to yarding its

train at the final terminal. In connection with the above handling, the road crew can spot, pull, couple or uncouple cars set out or picked up by it and reset any cars disturbed.

(b) Each road crew may make one pick-up at the initial terminal after taking charge of a solid-over-the-road train from a foreign line carrier or make one set-out at the final terminal prior to delivering a solid-over-the-road train to a foreign line carrier.

(c) Yard service employees represented by the UTU General Committee signatory hereto who are adversely affected by application of the work rule change provided for above in this Article IV shall, to the extent of such adverse effect, be afforded the protection established by Article I (except Section 4) of the New York Dock protective conditions (Appendix III, F.D. 28250).

## ARTICLE V

### Expansion of Supplemental Separation Benefit Eligibility

Article 1 and Side Letter No. 7 of the Supplemental Benefit and Voluntary Separation Agreement (hereinafter "SBVS") signed August 22, 1989, effective September 1, 1989, will be amended to include the following terms which shall control even in the event of any inconsistency between their requirements and anything already set forth in Article 1 and Side Letter No. 7:

On and after the effective, date of this Memorandum of Agreement (initialed on December 13, 1991), "eligible employees" under Article I of the SBVS as otherwise amended by this Memorandum of Agreement, shall include any employee who on September 1, 1989, held a seniority date of May 15, 1981 or earlier in a portion of the craft or class represented by a UTU General Committee signatory hereto and on Sept 1, 1989 was on an authorized leave of absence from service with Santa Fe Railway In the craft or class for any purpose except to work for another railroad, and who after September 1, 1989: ceased to be on such leave of absence, was then eligible and able to mark up for service in the craft or class, was then medically qualified by Santa Fe to return to service in the craft or class,

then passed any required rules examinations, and otherwise was then fully cleared by Santa Fe and entitled to mark up for service with Santa Fe in the craft or class.

The Carrier further agrees to amend The Atchison, Topeka and Santa Fe Railway company Pension Plan for Conductors, Trainmen and Yardmen on the Western Region (Coast Lines) and Texas Division, The Atchison, Topeka and Santa Fe Railway Company Stock and Savings Plan for Conductors, Trainmen and Yardman an the Western Region (Coast Lines) and Texas Division, The Atchison, Topeka and Santa Fe Railway Company Excess Benefit Plan, and Voluntary Severance Plan to accord with this amendment to Article 1 and Side Letter No. 7 of the SBVS.

In lieu of the application of Article I (d), it was agreed and understood prior to November 19, 1989, that the Carrier would provide by December 1, 1989, an irrevocable letter of credit issued by an issuer, and otherwise containing terms and conditions, acceptable to United Transportation Union (CT&Y) ("UTU) in favor of one or more beneficiaries, to be designated by the Carrier and by UTU, to fund the supplemental separation benefits provided for in the attachment to the SBVS.

The intent of this Article V is to expand the original supplemental benefit eligibility criteria so that employees who have been ineligible solely because they were on approved leaves of absence from the craft on September 1, 1989 for reasons other than to work for another railroad, may acquire eligibility without first having to perform six months or more of active service.

For example, an employee who holds a seniority date in the relevant craft or class of May 15, 1981 or earlier, who was on an approved leave of absence from the craft on September 1, 1989 by reason of disability, personal injury, sickness, military service, official union service, government service, or for educational purposes, and who later comes off such leave and is then eligible, able and fully qualified as described above to perform service in the craft would acquire supplemental benefit eligibility, without returning to work In the craft for six months.

## ARTICLE VI

### Reserve Board

Article 4 of the Memorandum of Agreement effective September 1, 1989, is amended as follows:

- (a) Carrier will establish one brakeman/yardman reserve board on each seniority district for employees with a seniority date prior to Nov 1, 1985 and subsequent to September 1, 1989 but prior to December 15, 1991, and the number of positions on each reserve board will be equal to the number of excess brakemen/yardman resulting from the application of this agreement, i.e., the number of employees unable to hold an assignment or the extra board. All *reserve* boards established hereunder will be extended seven years to August 31, 2006. Thereafter, such reserve boards will be extended to protected employees under the terms of this Agreement only in each case where such an employee is (1) force assigned to the reserve board and (2) has successfully passed promotion to locomotive engineer. The carrier will offer sufficient classes to ensure trainmen have the opportunity to pass locomotive engineer promotion. Trainmen who have submitted an application for engineers' promotion training prior to September 1, 2001 will be afforded reserve board protection after August 31, 2006 if in the intervening five years they were not allowed the opportunity to attempt engineers' promotion.
- (b) Absent sufficient voluntary requests for the reserve board from senior employees, the most junior excess brakemen/yardmen will be assigned.
- (c) Employees on reserve boards will be subject to the following conditions:
1. An employee shall receive the greater of:
    - (a) 70% of the greater of him/her actual 1988, 1989, 1990 or 1991 earnings (excluding any extraordinary payments such as lump sums; or moving/real estate benefits), or
    - (b) 70% of the current helper's rate (subject to future wage increases) for five days per week.
  - (c) For an employee with a seniority date prior to the effective date of this Agreement, who is forced to the reserve board, the higher of 70% of his

actual prior year's earnings (less extraordinary payments as set forth above), or 70% of his actual earnings the last year he actually worked in the craft (less the extraordinary payments). Note that payment may be received under VI(c) 1(a) above if it would produce greater compensation.

2. An employee on the reserve board must remain in that status until he either (i) is recalled and returns to service, (ii) resigns from employment with the carrier, (iii) retires on an annuity (including a disability annuity)-under the Railroad Retirement Act (iv) becomes otherwise not entitled to free exercise of seniority under agreement rules, or (v) elects to return to active- service after being in reserve status voluntarily for 30 consecutive days, whichever occurs first. If an employee voluntarily elects to return, he must remain in active service, seniority permitting, for 120 consecutive working days before being permitted to again elect reserve status.
3. Any employee on the reserve board for 24 consecutive months, must mark up, seniority permitting, and be available for active service for 120 consecutive days before regaining eligibility for reserve status.
4. Reserve employees must maintain the same train service proficiencies while in such status as are required of employees in active train service, including successfully completing any retraining or refresher programs that the carrier may require and passing any tests, or examinations (including physical examinations) administered for purposes of determining whether such proficiencies and abilities have been maintained. Employees will be notified by certified mail of required tests and examinations. Reserve employees also must hold themselves available for return to service upon seven days' notice, sent by certified mail, and must return to service in compliance with such notice. Reserve pay will cease as of recall date; however, an employee who returns to service within the first three calendar days of the seven day recall period will receive Reserve Board pay until the end of the three calendar days (commencing with date of notification), in addition to all other earnings. Otherwise, an employee recalled from a Reserve Board would be entitled to no payment from the time of recall until he returns to service. The 7-day time limit will commence upon receipt of recall notice, unless contacted earlier by telephone, or unless notification is received from the post office that the letter was undeliverable. Failure to comply with any of these requirements will result in the employee being subject to- discipline. Reserve employees will

be recalled to remain in active service a minimum of ' seven days, prior to again being forced to the reserve board.

**NOTE: If for any reason an employee is unable to report within the seven days, he will advise the Supervisor Manpower Planning and will be allowed to lay off for an additional eight days.**

5. No other payments (including attending book of rules class or retraining class) will be made to or on behalf of a reserve employee except (i) payment of premiums under applicable health and welfare plans, and (ii) as may otherwise be provided for in this rule. No deductions from pay will be mad\* on behalf of a reserve employee except (i) deductions of income employment or payroll taxes (including railroad retirement taxes) pursuant to federal, state or local law; (ii) deductions of dues pursuant to an applicable union shop agreement and any other deductions authorized by agreement, (iii) as may otherwise be authorized by this rule and (iv) any other legally required deduction.
6. Reserve employees will be considered in active service for the purpose of any agreement respecting brakemen/yardmen's rights to work.
7. Other non-railroad employment while in reserve status is permissible so long as there is no conflict: of interest. Other employment, which may be considered a conflict of interest, must receive prior authorization from the Assistant Vice President-operations. There will be no offset for outside earnings.
8. An employee observing vacation while in reserve status will receive vacation pay or reserve pay, whichever is greater. Time spent in reserve status will not count toward ' determining whether the employee in eligible for vacation in succeeding years. it will count as time in determining the length of the vacation, to which an employee, otherwise eligible, in entitled,
9. Reserve brakemen/yardmen are not eligible for;

Holiday Pay,  
Personal Leave Days,  
Bereavement Leave,  
Jury Pay or,



### Other similar special allowances

that are applicable to employees in active service. However, exclusively for purposes of applying the terms Of "ARTICLE II PART A" of the "November 1, 1991 [national labor mandate] INPLEMTING DOCUMENTS applicable to employees represented by the United Transportation union" in the came of employees covered by this Memorandum of Agreement, every calendar day such an employee occupies a reserve board or supplemental guaranteed extra board position under this, Article VI, shall be denied the equivalent of six (6) "straight time hours paid form, within the meaning of that phrase in said ARTICLE II PART A of the (national labor mandate) Implementing Documents. In this way, time spent an a reserve board or supplemental guaranteed extra board by an employee covered by this Memorandum of Agreement shall be credited toward that employee's entitlement to any of thee "Cost-of-Living Lump Sun Payments otherwise provided for by the national labor mandate.

**NOTES:** An employee entitled to personal leave days in active service may carry over

unused days while in reserve status but may not accumulate additional days or observe personal leave while on reserve board.

10. When junior employees are in reserve status, a senior employee may request such status. The carrier will grant the request and if needs of the service dictate, will recall the junior reserve employee.

11. In order to prevent the furlough of pre-December 15, 1991 employees in the event of a decline in business, those employees may Utilize the reserve board. The number of positions on a reserve board will not exceed the number of positions that otherwise would have been available under the May 19, 1981 Crew Consist Agreement. The number of yardmen's and brakemen's extra board positions will be inflated by

1.75 in determining the number of reserve board positions. For example, if there are 20 extra board positions, there will be 33 corresponding reserve board positions ( $20 \times 1.75 = 35$ ). For example:

No. of Crews	Size of Each Crew	Reserve Board Count
25 pool crews	1 (25 + 25)	50

5 locals,/road switchers	2	5
7 yard engines	2	7
1 yard engine	3	0
5 yardmen's extra board - (5 x 1.75)		9
18 combination extra board -(18 x 1.75)		32
		* 103

\*In this example, the total number of reserve board positions could not exceed 97. Any' increase or decrease in the number of crews would result in a corresponding increase or decrease in the maximum number of reserve board positions.

Should there be any employee's off-in-force reduction and a vacancy -occurs on the reserve board, the senior furloughed employee will be recalled promptly.

12. 1 Reserve board employees may elect to protect service at a designated location when a brakeman or yardman extra board is exhausted. These earnings will not be used to offset reserve pay.

13. Supplemental guaranteed extra boards will be established to protect those vacancies which occur when the corresponding brakemen's or yardmen's extra boards are exhausted.

- a. Occupancy on the board will be governed by seniority choice. In the absence of sufficient bids, the junior employees on the reserve board will be assigned in reverse seniority order. Junior employees may restrict themselves to force assignment to only one supplemental guaranteed extra board on a seniority district.
- b. Employees on each supplemental guaranteed extra board will work first-in, first-out among themselves.
- c. Carrier will regulate the number of employees on each supplemental guaranteed extra board, but this number shall not exceed 50% of the total number of slots on the corresponding brakemen's reserve board. Supplemental guaranteed extra boards will be established with existing guaranteed extra boards when the needs of the service warrant.

- d. Employees on the supplemental guaranteed extra board will be compensated in accordance with Article VI c.1 above in this Memorandum of Agreement. Earnings by supplemental guaranteed extra board employees when used to work will not offset their supplemental guarantee pay.
- e. An employee on the supplemental guaranteed extra board must be available for call. Employees on the supplemental guaranteed extra board will be allowed to lay off without deduction in pay between 12:01 am on Tuesday and 11:59 p.m. on Thursday of each week. A layoff at any other time will result in deduction of a day's supplemental guarantee for each day or portion thereof the employee lays off. An employee on the supplemental guaranteed extra board for 30, 60 or 90 consecutive days without laying off will, respectively, be allowed to lay off for 7, 14 or 21 consecutive days with pay.
- f. Employees on the supplemental guaranteed extra board will be covered by the provisions of the Reserve Board Article except as specified in this Section 13. Occupancy on the supplemental guaranteed extra board will be considered active service in fulfilling the 120-day requirement of Section (c)2(v) of the Reserve Article. Days not worked on the supplemental guaranteed extra board will count towards vacation entitlement as provided for in Article 50, Section 1(g) of the Road Schedule. Employees will also be entitled to earn and observe personal leave days while occupying the supplemental reserve board.

## ARTICLE VII

### Calling Rule

All agreement rules, awards or practices, however established which provide for calling employees in person or which provide for giving calls to

employees for their regularly assigned on-duty times at home terminals are eliminated.

NOTE 1: If an employee is establishing a new residence, he will have up to twenty-one days to secure and have installed working phone and/or provide a pager number.

NOTE 2: If an employee's telephone and/or pager is out of order, a messenger will be sent to the employee's calling place, and the employee will pay for the messenger service.

## ARTICLE VIII

### Inapplicability of National Crew Consist Resolution

The parties hereby agree that any provisions in the national labor mandate effective July 29, 1991 between the National Carriers Conference Committee and United Transportation Union (CT&Y), i.e., the recommendations of Presidential Emergency Board No. 229 as made binding by House Joint Resolution 222, Public Law 102-29, which specifically provide for a crew consist resolution or which establish a procedure through which a carrier may pursue crew consist modification, do not apply in the case of employees represented by any UTU General Committee signatory to this Agreement.

## ARTICLE IX

Attachment C to the Memorandum of Agreement effective September 1, 1989, is changed by adding the following sentence to paragraph b.:

The guarantee will be offset at one basic day for all road service performed on each calendar day; however, the guarantee will not be offset by the penalty (20 minutes at time and one-half) for a late meal period.

## ARTICLE X

### Special Through Freight Car Scale Additive

Each road freight conductor and brakeman who works in unassigned pool freight service and in assigned through freight service (including extra crew members used for Hours of Service Law relief for this service) will be paid a special car scale additive as follows:

\$15.00 will be paid to an employee for every trip he works as a conductor in the service described above in this Article X, and \$7.00 will be paid to an employee for every trip he works as a brakeman in the service described above in this Article X. This allowance shall be paid in addition to the existing car scale additive.

## ARTICLE XI

### **Lump Sum Payment**

If and only if this Agreement is ratified by the employees, (and the carrier is notified of such ratification) on or before January 17, 1992; the Carrier shall pay to each covered employee as defined in this Article XI a lump sum of \$2,000.00 (gross), subject to the following:

1. For purposes of this Article XI, a "covered" employee shall be any employee who on the earlier of December 30, 1991 or the date this Agreement is ratified, holds seniority in a portion of the craft or class represented by the UTU General Committee signatory hereto and who between December 30, 1991 and January 30, 1992 is eligible and able to mark up for service in the craft or class, or during that period occupies a position on a reserve board established under any agreement then in effect between the Carrier and the UTU General Committee signatory to this Agreement, and is not then employed by another railroad. Further, any employee holding seniority in a portion of the craft or class represented by the UTU General Committee signatory hereto on the earlier of December 30, 1991 or the date this Agreement is ratified who is ineligible to mark up for service throughout the period between December 30, 1991 and January 30, 1992 solely because he is on a disciplinary suspension from service in the craft or class shall become a "covered" employee within the meaning of this Article XI upon regaining eligibility (and provided he is then able)

to mark up for service in the craft or class,, on or before December 30, 1992.

2. Each covered employee shall be paid the lump sum provided for in this Article no later than February 15, 1992 unless he becomes "covered" as defined in this Article XI after January 30, 1992, in which case no shall be paid within thirty days of achieving such status.

## ARTICLE XII

### Voluntary Separation Allowance

The carrier shall make available to each "covered" employee as defined below in this Article XII a voluntary separation allowance of \$30,000 (gross), subject to the following:

1. For purposes of this Article XII, a "covered" employee shall be any employee who during the period in which voluntary separations are being solicited by the Carrier under this Article XII, holds a seniority date prior to October 31, 1985 in a portion of the craft or class represented by the UTU General Committee signatory hereto, and during such period is eligible and able to mark up for service in the craft or class or occupies a position on a reserve board established under any agreement then in effect between the Carrier and the UTU General Committee signatory hereto, and is not then employed by another railroad.

2. Voluntary separation-allowances will be offered by the Carrier under this Article XII f or a period of 90 days following the signing of this Agreement.

3. Actual payment of each voluntary separation allowance provided for under this Article XII shall be made in the manner and under the conditions set forth in Attachment A to this Agreement and shall not in any way offset or affect the distribution to the recipient of any "supplemental benefit" to which he may be entitled under the September 1, 1989 crew consist agreement (as amended) between the Carrier and the UTU General committee signatory to this Agreement.

4. In the case of any covered employee who properly accepts a voluntary separation offer under this Article XII but whose services are required by the Carrier, the Carrier may defer payment of the \$30,000 separation allowance until January 15, 1993. In such event, the employee will be paid the \$30,000 separation allowance in the manner and under the conditions set forth in Attachment A on January 15, 1993, provided that as of such time the employee has remained available for service with the Carrier continuously since first properly accepting the voluntary separation offer.

5. The parties understand that each \$30,000 voluntary separation allowance provided for in this Article XII includes and so shall be offset by any \$2,000 lump sum otherwise made available to the separating employee under Article XI of this Agreement. Thus, any "covered" employee as defined in this Article XII who has received a \$2,000 lump sum under Article XI prior to accepting a separation offer under this Article XII, shall have such \$2,000 deducted from any \$30,000 separation allowance he ultimately receives under this Article XII.

### ARTICLE XIII

Notwithstanding the provisions of Article IV, Section 6 of the October 31, 1985 UTU National Agreement, employees who establish trainmen's seniority subsequent to October 31, 1985 will not be covered by said Article IV, Section 6 when working as a conductor or engine foreman.

Furthermore, notwithstanding the provisions of Article IV, Section 5 or the October 31, 1985 UTU National Agreement, employees who establish trainmen's seniority subsequent to October 31, 1985 will be entitled to Codes 09 or 41, as applicable, when not afforded the opportunity to eat.

### ARTICLE XIV

#### Mark-Ups at Outlying Points

Each incumbent who lays off at an outlying point in assigned service must mark up prior to the tie up of him assignment at the home terminal of the assignment in order to work the next trip or tour of duty. If ha fails to mark up by the tie up time, the extra employee will be hold and work the next trip or tour of duty.

#### ARTICLE XV Moratorium

The moratorium provision contained in Article 24 of the May 19, 1981 Crew Consist Agreement remains in effect, and the terms of that moratorium provision shall also be applicable to the same extent in connection with the portion of this Memorandum of Agreement which specifically sets forth the conditions and restrictions which govern conductor-only service performed by employees covered by this Agreement, and to such portion of this Agreement which establishes reserve board or supplemental guaranteed extra board entitlements on behalf of employees covered by this Agreement. This does not prevent the parties from making changes in any agreement by mutual consent.

This Agreement will become effective at 5:01 a.m. on the 4<sup>th</sup> day of February 1992.

Signed this 30<sup>th</sup> day of January 1992.



## QUESTIONS AND ANSWERS

### ARTICLE II

#### Conductor-only

- Q-1 A conductor makes two pick-ups at the initial terminal and one set-out at the final terminal. Is this permissible under Section 2?
- A-1 Yes. The conductor had three work events for that tour of duty.
- Q-2 A conductor sets out two bad order cars at the initial terminal, one of which is 15 cars deep and the other 48 cars deep. He makes a pick-up and set-out en route, and a set-out at the final terminal. Is this permissible under Section 2?
- A-2 Yes. For that tour of duty, the conductor had three work events, because setting out bad orders are not included.
- Q-3 A conductor is instructed by radio to set-out a unit for another train which is experiencing power trouble. Is this a set-out under Section 2?
- A-3 No. The act-out of the unit was unscheduled and unplanned and was solely to assist the other train.
- Q-4 A conductor is instructed to set out two units at an intermediate point for a work trains power. Is this a set-out under Section 2?
- A-4 Yes. The set-out of power in this example was planned and therefore counts as one of the three work events.
- Q-5 A conductor makes a pick up and set-out at the initial terminal, a pick up en route and a set-out at the final terminal. Is this permissible under Section 2?
- A-5 No. The conductor exceeded the three work event limit and ,would be entitled to the one-way trip brakeman's mileage provided for in Section 6.

- Q-6 A conductor goes on duty at Barstow, makes a Pick up at Barstow, makes a set-out en routs at San Bernardino and then yards his train an three tracks at Hobart. Is this permissible under section 2?
- A-6 Yarding the train an the minimum number of tracks at Hobart counts as only one set-out. Thus, if the minimum number of tracks was used, the conductor had three work events. If the minimum number of tracks was not used, then the three work event limit was exceeded.
- Q-7 A conductor in a freight pool lays off. How will his turn be protected?
- A-7 unless agreements exist at a particular location providing for the conductor to take his turn when laying off, the vacancy will be protected by the conductors' extra board.
- Q-8 Conductor Jones and Brakeman Smith are ordered for 9:00 a.m. for Train ABC. Conductor Doe is ordered for 9:15 a.m. for Train XYZP a conductor-only train. Prior to arrival at the terminal, Train ABC gets stopped by a hot box detector and Train XYZ arrives first at 9:20 a.m. How will the crews be run?
- A-8 Conductor Doe will be used first out on Train XYZ, which now will depart first. Conductor Jones will still work with Brakeman Smith on Train ABC', which now will depart second, and Conductor Jones will be paid a third of a basic day yard runaround (multiple if applicable).
- Q-9 In the above example, once the crews reach the away-from-home terminal, with which conductor will Brakeman Smith return home?
- A-9 Brakeman Smith will work back to the home terminal with Conductor Jones as provided in Section 7.
- Q-10 A train with a crew of a conductor and brakeman ties up under the Hours of Service Law. May the relief crew be conductor-only?
- A-10 Yes. The relief crew may be conductor-only provided the relief conductor does not make in excess of three pick-ups/set-outs.

Q-11 A conductor on a conductor-only train is required to assemble his locomotive consist at the initial terminal, including coupling and uncoupling several units. Is this permissible, and do the moves count as work events under Section 2 of Article II?

A-11 It is permissible for a conductor in conductor-only service to assemble or disassemble his locomotive consist at the initial or final terminal. The total of all moves made in connection with the assembling of the locomotive consist will count as just one of the three work events.

Q-12 Under Option 2, how will seniority be utilized to and from the combination conductors'/brakemen's extra board?

A-12 During the first four years following implementation, employees will occupy the board based on their brakemen's seniority dates. Thereafter, employees will occupy the board based on their conductors' seniority dates.

#### ARTICLE IV Road/Yard

Q-1 A road crew yards their train at the final terminal in Receiving Yard Track No. 8, sets out 10 cars to Receiving Yard Track No. 7, picks up 14 cars from Receiving Yard Track No. 12, and returns them to their train in Track No. S. They then go off duty. Are such moves permissible?

A-1 Yes.

Q-2 In the above example, could the outbound road crew be required to make the set-out and pick-up instead of the inbound road crew?

A-2 Yes.

Q-3 If the road crew in Question I stops the train on the main line and makes a set-out and a pick-up on adjacent yard tracks, is this permissible?

A-3 Yes.

Q-4 Can an inbound road crew after yarding their train, then be required to make set-outs to two different tracks in the same yard?

A-4 Yes, if they have not made a prior pick-up or set-out in the final terminal.

- Q-5 May the carrier require a road crew to make a pick-up of cars within the initial or final terminal and make a set-out of the same cars in another location within the same terminal?
- A-5 No, such pick-ups and set-outs must be in connection with their own train.
- Q-6 In the application of the provisions of Section 1 (a) of Article VIII a road crew after receiving the train in the make-up track in yard A is required to make a pick-up or setout of cars in an adjacent track prior to departing the initial make-up track. Is this permissible under the agreement?
- A-6 Yes.
- Q-7 In the application of Section 1(a) a road crew arrives at the final terminal and is required to make a set-out of cars in A Yard, make a pick-up of cars in B Yard, yard the train in C Yard and double a cut of cars to an adjacent track. Is such movement permissible?
- A-7 No, such movement exceeds the maximum of two pick-ups and/or set-outs.
- Q-8 A road crew receives the train in the A Yard and is required to double the train together. They then make one pick-up before departing the terminal. Is such permissible under the application of Section 1(a)?
- A-8 Yes.
- Q-9 A road crew arrives at their final terminal and is required to make one set-out or pick-up in the A Yard , then proceed to the B Yard to yard the train. After yarding train in B Yard, the road crew is required to take a cut of cars, from their train back to the A Yard for set-out and then takes the power to the tie up track. Is such movement permissible under the Agreement?
- A-9 No, because reverse movements of this nature are not contemplated under Article VIII.
- Q-10 In the application of Section 1(b) may a road crew, after taking charge of a solid-over-the-road train, make a pick-up in a foreign Carrier's yard.
- A-10 No.
- Q-11 May a road crew make a set-out in the foreign Carrier's yard prior to delivering a solid-over-the-road train.
- A-11 No.

Q-12 A road crew goes on duty at' their regular on-duty point, handles the engine to a foreign line yard and couples to a solid-over-the-road train. They depart the foreign line yard, travel back into the initial terminal, and make a pick-up before continuing their road trip. Is this move permissible?

A-12 Yes.

Q-13 A road crew is instructed to make a set-out hanging on to ten cars and a pick-up hanging on to five cars prior to departure. Is this permissible?

A-13 Yes, hanging on to cars while making a pick-up or set-out is considered straight pick-up or set-out.

#### Reserve Board

Q-1 May an employee on the Supplemental Guaranteed Extra Board move to the Reserve Board by request?

A-1 Yes, if a junior employee in occupying the reserve board.

#### Special Through Freight Car Scale Additive

Q-1 A crew of a conductor and brakeman works from home terminal A to away-from-home terminal B, is off 10 hours and makes a return trip working to terminal A. How many special through freight car scale additives are due?

A-1 The conductor receives two \$15.00 payments and the brakeman two \$7.00 payments, one for each working trip.

Q-2 Are employees hired subsequent to November 1, 1985 entitled to the special additive?

A-2 Yes.

Q-3 Is the special additive subject to future applicable wage increases and COLA adjustments?

A-3 Yes.

The Atchison, Topeka and Santa Fe Railway  
Company

1700 East Golf Road September 29, 1992 Schaumburg, Illinois 60173-5860.  
September 29, 1992

47-600 (Texas)  
47-600 (Coast)

Mr. A. G. Delyea  
General Chairman  
United Transportation Union  
2110 E. First Street, Suite 112 Santa Ana, CA 92705-4095

Mr. G. R. Neal  
General Chairman  
United Transportation Union  
807-B Center Avenue  
Brownwood, TX 76801

Dear Sirs:

I am writing in connection with the results of our meeting in Houston, Texas on September 17, 1992, concerning several disputes related to our 1992 Crew Consist Agreement.

We agree that the following questions and answers will be applicable to the employees you represent working on conductor-only crews on a without prejudice basis:

1. Q. What is the definition of "Switching"?  
  
A. Switching would be any move performed other than a straight set-out or straight pickup; handling power at initial or final terminal; set-out bad orders.
2. Q. Is re-blocking or re-arranging train considered as switching?

- A. Yes, except when it is necessary to reposition a car which requires particular placement because of Bureau of Explosives, ICC or other Government regulation. If it is necessary to reposition a car because of a Bureau of Explosives, ICC, or other Government Regulation, it will be considered one work event despite the number of moves necessary.

Example: Conductor-only originating at Temple is required to re-block his train to comply with Central Region Bulletin, would this be considered switching.<sup>7</sup>

The Agreed to answer is : Yes

3. Q. 'Would a double-over be counted the same as a set-out or a pick-up?  
A. Yes
4. Q. Is it permissible for Conductor-only's to set-out or pick-up while holding on to cars?  
A. Yes
5. Q. Is any set-out or pick-up of locomotive consist unit(s) en route counted as a set-out or pick-up under Article II Section 2?  
A. Yes
6. Q. Would engines to be picked up by Conductor-only's while en route have to be first -out in the track?  
A. Yes
7. Q. In a track to be picked up, there is a car that has been diverted or has not been updated at time of pick up and the conductor-only crew is required to switch it out. Is this switching?  
A. Yes. This would trigger payment provided in Article II, Section 6.
8. Q. Is it considered switching if a conductor-only train sets out cars in track 1, then sets cars back to the train, then sets out more cars?  
A. No, it is two straight set-outs.

On another matter, we agreed that employees who establish trainmen's seniority subsequent to October 31, 1985 will not be covered by the provisions of Article IV, Section 6 when working as a herder.

## HANDLING OF DISCIPLINE MATTERS

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

### IT IS AGREED:

In the handling of appeals involving discipline matters, the following shall govern?

1. (a) When discipline has been assessed as a result of a formal investigation and the decision as rendered by the Company is not satisfactory to the employee, an appeal may be taken from that decision. The affected employee or his representative must make the appeal in writing to the Superintendent within sixty (60) days from the date of advice of the assessment of discipline to the employee.  
  
(f) If the appeal is to be denied by the Superintendent, he must within thirty (30) days from date of such appeal, notify the employee and his representative, in writing, the appeal is denied.  
  
(g) If the decision is not satisfactory to the affected employee or his representative, a request for conference may be initiated within thirty (30) days from the date of the decision of the Superintendent or appeal the claim within sixty (60) days to the General Manager who is the Carrier's highest officer of appeal for cases involving discipline.  
  
(h) When a conference is held with the Superintendent, the sixty (60) day period for appeal to the General Manager will start running as of the date the Superintendent advises the employee and his representative in writing, the result of the conference.



2. If the appeal is to be denied by the General Manager, he must notify the General Chairman, in writing, within sixty (60) days of the date of the appeal, giving the reasons for such declination.
3. Decision by the General Manager shall be final and binding unless within eighteen (18) months from the date of said officer's written decision such claim is disposed of on the property or proceedings for the final disposition of the claim are instituted by the employee or his duly authorized representative and such officer is so notified. It is understood, however, that the parties may, by agreement, in any particular case, extend the eighteen (18) month period herein referred to.
4. If the decision of the General Manager is not satisfactory, the General Chairman must request a conference with respect to the specific claim within the eighteen (18) month period referred to in paragraph 3. If the General Chairman requests in writing a conference within sixty (60) days of the date of the written decision of the General Manager, the eighteen (18) month period shall not commence until the date of the written decision of the General Manager following such conference.
5. With respect to appeals involving an employee held out of service in discipline cases, the original notice of request for reinstatement with pay for time lost shall be sufficient.
6. If there is a failure to comply with the time limit provision of this agreement by either party, the matter shall be considered closed, and settled accordingly, but this shall not be considered as a precedent or waiver of the contentions of either party for the handling of other similar discipline cases.
7. This agreement will not apply to requests for reinstatement on a leniency basis.
8. This agreement shall supercede all prior agreements, understandings or practices with respect to progression of claims and/or appeals involving matters of discipline.

This agreement will become effective May 1, 1977 and shall remain in effect subject to change under provisions of the Railway Labor Act, as amended.

Signed at Albuquerque, New Mexico this 13<sup>th</sup> day of April, 1977.

## SYSTEM SENIORITY AGREEMENT

MEMORANDUM of AGREEMENT between the Brotherhood of Locomotive Engineers representing the Eastern and Western Lines, the former Northern and Southern Divisions and the Coast Lines, all former Santa Fe Railroad.

1. Prior to the date of this agreement twenty eight (28) prior right seniority or rosters existed on the former Santa Fe system. These prior right seniority rosters are identified as the Eastern and Western Lines, the Northern and Southern Divisions and the Coast Lines schedule agreements as Attachment A.
2. If and when this agreement is ratified, the following additions will be made to each of the prior rights seniority rosters identified in paragraph one (1) of this agreement.
  - (a) For Engineers who have established seniority as such on or before September 20, 1995, each of the twenty-eight (28) prior right rosters shall have the other twenty-seven (27) prior right rosters dovetailed and placed on the bottom thereof. Engineers placed on a new prior rights roster under the terms of this agreement shall have a seniority date of September 20, 1995. The seniority date of Engineers shall not be changed on their original prior rights seniority district roster.
  - (b) The order of dovetailing Engineers with a seniority date on or before September 20, 1995, on the prior rights seniority district roster, shall be:
    - i. Earliest engine service seniority date.
    - ii. Chronological age.
    - iii. Earliest continuous service date with BNSF
    - iv. A drawing of lots.
  - (c) Engineers with a seniority date established as such on or before September 20, 1995, shall retain their original seniority date on the original prior rights seniority district and establish a new seniority date of September 20, 1995, on the remaining prior rights seniority districts. Engineers establishing seniority after

September 20, 1995, shall establish seniority on another prior rights seniority district roster only as provided under paragraph 4 below.

3. The purpose of this agreement is to create expanded seniority opportunities for engineers to voluntarily exercise their engineer's seniority (those Engineers with a seniority date established on or before September 20, 1995) or transfer to other locations beyond their existing prior rights seniority districts.
  - a. Engineers with a seniority date established as such on or before September 20, 1995, may exercise their seniority date of September 20, 1995, to another prior rights seniority district, subject to the restrictions contained in paragraph 8 of this agreement.
  - b. The Brotherhood of Locomotive Engineers General Committee shall solicit and maintain a list of all engineers with a seniority established after September 20, 1995 who desire to move from one prior rights seniority district to another. BNSF and the BLE General Committee shall cooperate and, to the extent practical, plan the hiring and promoting of Engineers so as to allow existing Engineers to transfer in favor of hiring or promoting new Engineers at a location.

**NOTE: This does not prevent BNSF from hiring engineers at any location in lieu of granting transfers; rather, it is intended to allow as many existing Engineers to transfer across prior rights seniority district boundaries as is consistent with the requirements of BNSF.**

4. Engineers who obtain expanded seniority rights under the terms of this agreement, including engineers hired after September 20, 1995, can only be force assigned to those locations where they could be force assigned prior to the effective date of this agreement.
  - a. Engineers establishing seniority after September 20, 1995, who transfer to a new prior rights seniority district, shall establish a new seniority date on the new prior rights seniority district

based upon the first date of compensated service under a BLE collective bargaining agreement.

- b. Engineers who elect to transfer to another prior rights seniority district will retain their seniority position on their original prior rights seniority district.
  - c. Engineers who exercise seniority off their prior right seniority district may not return to their previous prior right seniority district before the expiration of six (6) months of if he cannot, by the normal exercise of seniority, hold a position on the new prior rights seniority district.
- 5. An Engineer who voluntarily transfers under the terms of the agreement will be governed by and work under the provisions of the collective bargaining agreement applicable on the prior rights seniority district where the engineer is working.
- 6. An employee with an engine service date on or before October 31, 1985, who voluntarily transfers to a new prior rights seniority district under the terms of this agreement, will retain eligibility for duplicate time payments when working on another prior rights seniority district.
- 7. An Engineer will be afforded vacation on the basis of his earliest engine service seniority date on the original prior right seniority district, but vacation scheduling shall be based upon the engine service seniority date at the location where the vacation will be afforded.
- 8. If allowing Engineers to utilize the provisions of this agreement creates a shortage at the original location, BNSF may exercise on or both of the following options.
  - a. Hold the successful applicants for a period not to exceed 1 year.
  - b. Not to allow over ten (10) per-cent of any prior rights seniority roster to voluntarily transfer to another prior rights seniority district during any twelve (12) month period.

**NOTE: The intent of this section 8 is to prevent the loss of a significant number of experienced Engineers at a single location. This section is also intended to prevent one location on the system from becoming the preponderant hiring location for the seniority districts.**

9. Engineers voluntarily moving to a new prior rights seniority district shall be responsible for becoming familiar with and qualifying on the new territory and such shall be accomplished without expense to BNSF. This paragraph recognizes that the Local Carrier Officer(s) and the Brotherhood of Locomotive Engineers representative(s) will communicate regarding the standards and requirements attendant to qualification and familiarization.

### AGREED TO QUESTIONS AND ANSWERS

- Q. Does Section 3(a) allow Engineers with a seniority date established on or before September 20, 1995, to simply bump to another prior right seniority district?
- A. No. Any Engineer desiring to make a move from one prior right district to another must make application with the BLE General Chairman and be placed on the list contemplated under Section 3 (b).
- Q. Why does Section 3 (b) identify that only Engineers with a seniority date established after September 20, 1995, need to be placed on the list of those Engineers desiring to move to another prior right district?
- A. The earliest date that any Engineer may use in order to go to a new prior right district is September 20, 1995. Engineers with seniority dates established before September 20, 1995, may only use that date on their home prior right district.
- Q. Once an Engineer makes written application to transfer to another prior right district, and that application is accepted and approved, may that Engineer then withdraw the application?
- A. No. Once the Engineer's application is approved, the Engineer must go to the new prior right district.
- Q. What is meant by the restrictions in Section 8?
- A. This Section means that this agreement does not intend, nor does it contemplate, that BNSF should ever suffer a shortage of Engineers at any location, at any time, in order to comply with the spirit and intent of the Agreement. BNSF has committed to allow Engineers, to the extent practical and feasible, to work at locations of their choosing, consistent with the application of seniority principals.
- Q. Provided that there are sufficient Engineers available, may an Engineer exercise a 30-day bump to another prior right district?
- A. No. In order to move from one prior right district to another, written application must be submitted to the General Chairman's Office and the move must be approved.

- Q. An Engineer properly makes application to move from one prior right district to another. BNSF invokes the provisions under Section 8 (a) (the one-year hold). Upon the expiration of the one-year hold, is BNSF obligated to allow the Engineer to go to the new prior right district?
- A. Once the application for transfer is approved, the Engineer may not be held at the old prior right district for more than one year, as contemplated by Section 8 (a).
- Q. There were Engineers actively participating in training for promotion on September 20, 1995, yet they did not establish seniority as an Engineer until after that date. For purposes of this Agreement, are these Engineers protected under the same conditions as those who actually established engine service seniority on or before September 20, 1995?
- A. Yes.
- Q. Section 8 (b) talks about 10% of a prior right seniority roster. How is the 10% to be calculated?
- A. This Section contemplates 10% of the number of Engineers actually working on the prior right district, not 10% of the number of name that may be carried on the roster.
- Q. How does this Agreement affect the prior right status of Engineers that are working at trackage rights locations on a new seniority district?
- A. Nothing in this Agreement supersedes or affects conditions previously accepted concerning the handling of Engineers working at trackage rights locations/seniority districts.