

AGREEMENT

between

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY

and its employes represented by the

BROTHERHOOD OF LOCOMOTIVE ENGINEERS
COAST LINES

IT IS AGREED:

Pursuant to Article IX, BLE National Agreement of May 19, 1986, The Atchison, Topeka and Santa Fe Railway Company may establish intradivisional (ID) service for pool freight engineers as set forth below:

Terminals

Intradivisional pool freight engineers will operate between the terminals of Belen, New Mexico and Winslow, Arizona. Belen and Winslow will be the home terminals. Gallup, New Mexico will remain a terminal for other than intradivisional service. Pool freight engineers in intradivisional service will only protect ID runs, and will not be used in turnaround service, except as provided herein.

Calling Ratio

Carrier will determine the ratio of calling home terminal/away-from-home terminal pool freight engineers at Belen and Winslow dependent upon the needs of service and distribution of away-from-home and home terminal engineers, which ratio will not exceed 5:1.

If either party to this Agreement is of the opinion application of the specified ratio creates an undue hardship and imbalance, the matter will be discussed between the Local Chairman and the Superintendent, or his representative. Failing to resolve the issue at this level, the matter may be appealed by the General Chairman to the General Manager and/or the Vice President - Personnel and Labor Relations in an effort to reasonably resolve the dispute, including conference, if necessary, which will be held as soon as possible.

Laying Off

Engineers in intradivisional service will lay off at home terminal, except in case of emergency, such as illness or injury, and will report at home terminal only.

Active-Inactive Boards

When a pool freight engineer arrives at his home terminal, such engineer will be placed to the bottom of the home terminal board. Engineers from the other home terminal arriving at the same location will be placed to the bottom of the away-from-home terminal board. These boards shall be designated as the "inactive boards."

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

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

The active board will be updated each four (4) hours, by deleting engineers that have been called during the prior four hours, as well as adding engineers to the active board. Home terminal engineers (at their home terminal), when placed on the active board, will not have their order (number of times out) changed.

Balancing of Pools

As of 12:01 a.m. each Tuesday, BLE Local Chairmen will be provided a status report of trips made by Winslow and Belen pool freight engineers during the preceding 7 days (from the preceding Tuesday at 12:01 a.m.). The carrier will then be obligated to attain a trip balance of plus or minus four turns between Winslow and Belen engineers at any point in time between 12:01 a.m. on the twelfth day and

11:59 p.m. on the fourteenth day. If at any point during the 72-hour period from 12:01 a.m. on the twelfth day and 11:59 p.m. on the fourteenth day, the trips between the pools are balanced within four turns, then no adjustment will be made on the part of the carrier to balance said trips between the pools. A new balance cycle will not start until 12:01 a.m. on the fifteenth day, or 12:01 a.m. on the third Tuesday. If a balance within four turns between trips obtained by each pool cannot be reached at any point in time between 12:01 a.m. on the twelfth day and 11:59 p.m. on the fourteenth day of the cycle, the carrier will be obligated to balance the trips to the pool with the lesser number of trips obtained from the beginning of the balance cycle based on the imbalance as of 11:59 p.m. on the fourteenth day, within four (4) one-way trips.

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

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

Question and Answer No. 1(a)

- Q. If the balance between pools were to be "4" at 11:00 p.m. on the eleventh day of balancing cycle and did not reach "4" at any point between 12:01 a.m. on the twelfth day and 11:59 p.m. on the fourteenth day, while ending up 8 one-way trips out of balance at 11:59 p.m. on the fourteenth day, what is the obligation of the carrier?
- A. The carrier would be obligated to balance the trips in favor of the pool with the lesser number of trips in the amount of 4 one-way trips (8 one-way trips out of balance - 4 one-way trips limit = 4 one-way trips). The new balance cycle will start with four one-way trips in favor of the pool with the greater number of trips.

Question and Answer No. 1(b)

- Q. When carrier is obligated to make the trip balance in Question 1(a) above, how shall it be accomplished?
- A. The carrier will call from the pool with the lesser number of one-way trips the required number of engineers from the home terminal or the away-from-home terminal, or a combination thereof, to deadhead by 11:59 p.m. of the fourteenth day.

Question and Answer No. 1(c)

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

Question and Answer No. 2

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

Question and Answer No. 3

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

Question and Answer No. 4

- Q. Will pool freight engineers who are on duty but have not departed as of 11:59 p.m. on the fourteenth day be counted in the trip balance?

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

Question and Answer No. 5

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

Question and Answer No. 6

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

Question and Answer No. 7

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

Question and Answer No. 8

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

Held-Away-From Home Terminal

Engineers in intradivisional pool freight service held at their away-from-home terminal will be paid continuous time for all time held after expiration of sixteen hours from the time relieved from previous duty exclusive of any time resulting from the engineer calling for rest, at the rate paid for last service, until called for service or ordered to deadhead, in which case HAFHT time shall cease at the time pay begins for such service, or when deadheading, at the time the train departs on its road trip. If transportation other than train is used for deadheading, HAFHT time shall cease at the time of departure of the other mode of transportation.

NOTE: If an engineer is called and released, held time will not be broken. However, there will be no duplicate payment for held time and time on duty.

Trading Trains

Engineers will not be required to trade trains in opposite directions.

Meals En Route

In order to expedite the movement of these intradivisional pool freight runs, the Carrier shall determine the conditions under which such engineers may stop to eat. When engineers are not permitted to stop to eat, they will be paid an allowance of \$1.50 for the trip, unless engineers qualify for payment under the meals en route agreement dated June 18, 1982.

Basis of Pay

All miles run in excess of the miles encompassed in the basic day shall be paid for at a rate calculated by dividing the basic daily rate of pay in effect on May 31, 1986 by the number of miles encompassed in the basic day as of that time.

Current actual miles run are as follows:

Eastbound - Engineer	276 miles
Westbound - Engineer	275 miles

Pool freight engineers called for and departing the terminal in intradivisional service will be allowed the mileage terminal to terminal, except when the service is interrupted by an emergency such as

flood, washout, derailment, etc.; i.e., an Act of God, and pool freight engineer is returned to the originating terminal. In that event, the engineer will be placed first out over all others on the inactive board after eight hours rest, being given first consideration for deadhead to its home terminal. It is understood the foregoing does not modify the current call and release rule.

Formal Investigations

Applicable schedule rules will apply to pool freight engineers required by Carrier to attend formal investigation; however, an engineer in intradivisional service, who is ordered by carrier to appear for a formal investigation at a location other than his home terminal, will be compensated for deadhead in accordance with the May 19, 1986 Agreement, when dismissed or suspended.

Providing Relief for HSL Crews

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

WESTBOUND TRAINS

Between Belen & Gallup - including Gallup	ID pool freight engineer standing first out at Belen
Between Gallup & Winslow	Junior Pool Engineer off the inactive home board at Winslow.

EASTBOUND TRAINS

Between Winslow & Gallup - including Gallup	ID pool freight engineer standing first out at Winslow
Between Gallup & Belen -	Junior Pool Engineer off the inactive home board at Belen

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

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

Protecting Other Than ID Service

Since the active board only protects intradivisional service, Appendix 21 will only apply to engineers on the inactive board.

An engineer's turn will remain on the inactive board when such engineer is used in accordance with Appendix 21, and such turn will retain that engineer's position until the engineer is rested and marks back to his turn. If the turn becomes first out on the inactive board before the engineer is fully rested and has marked back to the turn, said turn will remain first out on the inactive board.

All service, other than ID between Winslow and Gallup, may be protected by the Winslow Junior Pool Board. All service, other than ID between Belen and Gallup, may be protected by the Belen Junior Pool Board. Carrier reserves the right to protect such service from an engineer's board at Gallup. Winslow junior pool engineers will not be used east of Gallup. Likewise, Belen junior pool engineers will not be used west of Gallup.

Regular assignments will continue to be protected by regularly assigned employes. An engineer's guaranteed rotating assignment board, copy attached, will be established and maintained at Gallup to take care of other than ID service demands on the First and Second Subdivisions and yard vacancies at Gallup. The turns on this board will be numbered and subject to prior rights. Odd numbered turns will be designated Seniority District No. 2 turns and even numbers will be designated Seniority No. 1 turns. If there are insufficient bids for either District 1 or District 2 turns, they may be bid in by engineers from the other district. If there are insufficient bids for one or more turns, force assignment will be made from Winslow or Belen to maintain this ratio as per the following examples:

1. Six turns on the board and five have been voluntarily bid in by Belen engineers; Turn No. 6 would be filled, if necessary, by force assigning a Winslow engineer.
2. Five turns on the board and two have been voluntarily bid in by Belen engineers; the remaining three turns will be filled, if necessary, by force assigning Winslow engineers.
3. Seven turns on the board and two have been voluntarily bid in by Belen engineers; one of the remaining turns will be filled by Belen engineers and four turns filled by Winslow engineers.

4. Five turns on the board and all have been voluntarily bid in by Belen engineers. If Winslow engineers have displacement rights and desire to bump on the board, it is understood they would have rights to bump on a maximum of three turns in this example.

Engineers protecting service from the Gallup board will be called first in, first out subject to their availability under the Hours of Service Law and may be operated in either direction on a continuous time/mileage basis through Gallup and out of Gallup to the terminals of Winslow, Belen and/or Albuquerque or short thereof. Upon arrival at such distant terminal engineers will be operated independently of engineers in ID service and may be used to operate a train in other than ID service.

Service To and From Albuquerque

Service to Albuquerque from Winslow will be protected by intradivisional pool freight engineers at Winslow. At Albuquerque, engineer will be transported to Belen on a continuous time/mileage basis and take his/her proper standing based on arrival at off duty point for service back to Winslow. Service to Winslow from Albuquerque will likewise be protected by intradivisional pool freight engineers at Belen.

Vacations

A pool freight engineer in intradivisional service will be permitted to advance the starting date of a scheduled vacation period to coincide with the start of layover days, but not to exceed three days..

Moving/Real Estate

Article IX, Section 7 of the May 19, 1986 Agreement, will be applicable to any engineer whose principle residence was Gallup on February 1, 1986, and who was required to change his/her residence as a result of the implementation of this Agreement. Any of these employees qualifying for the benefits of Sections 10 and 11 of the May 21, 1936 Washington Job Protection Agreement will have an option of applying those provisions or accept a lump sum payment in lieu thereof, relieving carrier of any and all responsibility in connection therewith, as follows:

Other Than Mobile/Modular Homes

1. \$ 2,000 in lieu of the provisions of Section 10(a), WJPA.

2. \$10,000 in lieu of the provisions of Paragraphs 1 and 2 of Section 11(a), WJPA.
3. \$ 1,000 in lieu of the provisions of Paragraph 3 of Section 11(a), WJPA.

Mobile/Modular Homes

4. 40 feet or longer -- \$2,000 in lieu of the provision of Section 10 (a), WJPA
5. 30-39 feet -- \$1,200 in lieu of the provisions of Section 10 (a), WJPA.
6. Less than 30 feet -- \$600 in lieu of the provisions of Section 10 (a), WJPA.
7. 40 feet or longer -- \$10,000 in lieu of the provision of Paragraphs 1 and 2 of Section 11 (a), WJPA.
8. 30-39 feet -- \$6,000 in lieu of the provisions of Paragraphs 1 and 2 of Section 11 (a), WJPA.
9. Less than 30 feet -- \$3,000 in lieu of the provisions of Paragraphs 1 and 2 of Section 11 (a), WJPA.

The above options must be exercised in writing to the Vice President-Personnel and Labor Relations not later than 90 days from the date this agreement is implemented or from the date an employe is qualified for the foregoing options provided it is within three years from date of implementation.

Question and Answer No. 1

- Q. An employe, who is required to change his point of employment as a result of this Agreement, owns his home or is under contract to purchase his home, what options does the employe have?
- A. Options 1 and/or 2.

Question and Answer No. 2

- Q. An employe, who is required to change his point of employment as a result of this Agreement, is renting an apartment or home but is not under a lease, what options does the employe have?
- A. Option 1.

Question and Answer No. 3

Q. An employe, who is required to change his point of employment as a result of this Agreement, holds an unexpired lease, what options does the employe have?

A. Options 1 and/or 3.

Question and Answer No. 4

Q. An employe, who is required to change his point of employment as a result of this Agreement, owns a 34-foot trailer, what options does the employe have?

A. Options 5 and/or 8.

Question and Answer No. 5

Q. An employe, who is required to change his point of employment as a result of this Agreement, owns a 48-foot trailer, what options does the employe have?

A. Options 4 and/or 7.

Protection

Article IX, Section 7 of the May 19, 1986 Agreement will be made a part of this Agreement.

This Agreement will become effective 8:01 A.M., October 1, 1986.

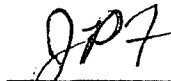
Signed at _____, this _____ day of _____, 1986.

FOR THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS:

FOR THE CARRIER:



General Chairman, BLE



Vice President - Personnel and Labor Relations

APPROVED:



Vice President, BLE

MEMORANDUM OF AGREEMENT between The Atchison, Topeka and Santa Fe Railway Company and its employes represented by the Brotherhood of Locomotive Engineers on the Coast Lines Albuquerque Division First and Second Seniority Districts.

IT IS AGREED:

In connection with the Memorandum of Agreement covering intradivisional service between Belen and Winslow, the Guaranteed Engineers' Rotating Assignment Board referred to therein will be governed as follows:

(1) The Carrier will establish a Guaranteed Engineers' Rotating Assignment Board for engineers at Gallup. Engineers on the board must be qualified to work in both road and yard service and shall work road and yard jobs that may be available to them. When there is more than one engineer on the board, they shall work first-in, first-out.

(2) The Guaranteed Engineers' Rotating Assignment Board may be increased or decreased at the discretion of the Carrier, and the Carrier shall have the unilateral right to regulate the number of engineers on the board. Assignments to the board shall be made effective at 0001 and reductions shall be made effective at 2359, except in an emergency or a work stoppage. In an emergency or a work stoppage, reductions may be made effective at any time.

(3) Engineers who desire to be placed on the Guaranteed Engineers' Rotating Assignment Board shall file a standing bid with the Carrier's designated representative, and assignments shall be made on the basis of seniority and qualifications. A vacancy in excess of five days on the Board will be considered permanent and be filled by standing bid.

(4) Each engineer on the Guaranteed Engineers' Rotating Assignment Board established under this Agreement shall be guaranteed 1750 miles at the rate of *\$1.1123 per mile for each pay period, except an engineer on a board less than a full payroll period, i.e. 1-15 or 16 to end of month, shall be guaranteed *\$111.23 for each full calendar day he is on the board and available for service. For each calendar day or portion thereof that an engineer is not available for service, *\$111.23 shall be deducted from the guarantee.

* Minimum daily earnings effective October 1, 1986, subject to subsequent general wage adjustments.

(5) Except as provided in (a), (b) and (c) hereinbelow, all monetary allowances credited to an engineer for the calendar days he is on the extra board, whether for service performed or otherwise, shall be taken into account in computing the guarantee:

- (a) The monetary allowance (\$101.57 effective October 1, 1986) paid under Section (9) of the Memorandum of Agreement signed at Chicago on December 14, 1976, covering mandatory instruction and review classes on the Roles, Operating Department,
- (b) The allowance for instructing a fireman-in-training,
- (c) Allowances for work performed outside the craft of locomotive engineer.

shall not be counted toward the guarantee.

(6) Road and yard service shall not be combined to produce overtime pay.

(7) An engineer on the board who lays off shall lay off for a minimum of 24 hours. This shall not preclude his use, however, if he is available and his services are needed due to a shortage of engineers before the minimum time expires. An engineer who lays off more than twice in a pay period forfeits the guarantee and shall only receive pay for work performed in that pay period. Missing a call for service or calling for rest with less than 10 hours on duty under the Hours of Service Law shall be considered the same as laying off under the guarantee provisions of the Agreement.

When an engineer misses a call, the engineer will not be placed on the board until he reports for duty, at which time the engineer will be placed to the bottom of the board.

Engineers who have tied up for rest, in accordance with that rule, will remain on the board.

Layoffs for jury duty or bereavement leave will not be counted as a "lay-off" toward forfeiture of guarantee in that pay period. If the engineer lays off in advance of that necessary and/or does not report for service after complete or temporary release from jury duty, such time will be considered as a "lay-off" against the two toward forfeiture of guarantee.

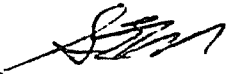
An engineer laying off for jury duty will not be subject to the minimum lay off of 24 hours.

(8) The Board will be established to coincide with the implementation of intradivisional service between Belen and Winslow.

(9) Either the First or Second District BLE local chairman may request periodic review of the Guaranteed Engineers' Rotating Assignment Board to ascertain the amount of service provided by said board as well as the amount of guaranteed days paid. Carrier will consider this data in determining that a reasonable number are assigned to the board, taking into consideration the number of assignments to be protected for all causes known and unknown.

This Agreement shall become effective 8:01 A.M. October 1, 1986 and shall remain in effect subject to the provisions of the Railway Labor Act, as amended.

FOR THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS:



General Chairman

APPROVED:



Vice President, BLE

FOR THE ATCHISON, TOPEKA AND
SANTA FE RAILWAY COMPANY:



Vice President - Personnel and
Labor Relations

(8) The Board will be established to coincide with the implementation of intradivisional service between Belen and Winslow.

(9) Either the First or Second District BLE local chairman may request periodic review of the Guaranteed Engineers' Rotating Assignment Board to ascertain the amount of service provided by said board as well as the amount of guaranteed days paid. Carrier will consider this data in determining that a reasonable number are assigned to the board, taking into consideration the number of assignments to be protected for all causes known and unknown.

This Agreement shall become effective 8:01 A.M. October 1, 1986 and shall remain in effect subject to the provisions of the Railway Labor Act, as amended.

FOR THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS:



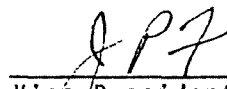
General Chairman

APPROVED:



Vice President, BLE

FOR THE ATCHISON, TOPEKA AND
SANTA FE RAILWAY COMPANY:



Vice President - Personnel and
Labor Relations