

AGREEMENT

between

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY

and its employees represented by the

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

IT IS AGREED:

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

TERMINALS

Interdivisional pool freight engineers will operate between the terminals of Saginaw and Sweetwater and between Temple and Sweetwater. Temple, Sweetwater, and Saginaw, will be the home terminals for the interdivisional engineers. Pool freight engineers in interdivisional service will work first-in, first-out, will only protect ID runs, and will not be used in turnaround service except as provided herein. Brownwood will be eliminated as a terminal for pool freight engineers operating between Temple and Sweetwater and between Sweetwater and Saginaw.

Calling Ratio

Carrier will determine the ratio of calling home terminal and away-from-home terminal pool freight engineers at Sweetwater, Temple and Saginaw 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 that application of the specified ratio creates an undue hardship and imbalance, the matter will be discussed between the concerned local chairman and the regional manager, or his representative. Failing to resolve the issue at this level, the matter may be appealed by the General Chairman to the Assistant Vice President - Labor Relations in an effort to reasonably resolve the dispute, including through conference, if necessary, which will be held as soon as possible.

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 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, these 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 Sweetwater and Temple pool freight engineers during the preceding 7 days (from the preceding Tuesday at 12:01 a.m.). As of 12:01 a.m. each Tuesday, BLE Local Chairmen will be provided a status report of trips made by Sweetwater and Saginaw area pool freight engineer 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 Sweetwater and Temple engineers at any point in time between 12:01 a.m. on the twelfth day and 11:59 p.m. on the fourteenth day. The carrier will also be obligated to attain a trip balance of plus or minus four turns between Sweetwater and Saginaw engineers 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 (4) one-way trips.

If at any point during the 72-hour period from 12:01 a.m. on the twelfth day and 11:59 p.m. on the fourteenth day, the trips

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

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

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

Question and Answer No. 1(a)

- Q. If 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 achieve equalization within the "4" trip balance in Question 1(a)?

A. The number of engineers that should have been called to achieve equalization in 1(a) who are first out at the home terminal at 12:01 a.m. following the fourteenth day will, be allowed a one-way working trip and retain their relative standing in the pool.

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 an 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), occurs between 12:01 a.m. of the 8th day and 11:59 p.m. of the 14th day of the balancing cycle?

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

Question and Answer No. 7

Q. If a trip balance of "4" is obtained on the twelfth or thirteenth day of the cycle, when does a new cycle begin?

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

Question and Answer No. 8

Q. Will any trips incurred as a result of work/wreck trains be utilized for trip balancing purposes?

- A. No, only trips incurred in ID freight service will be included in trip balance.

LAYING OFF

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

HELD-AWAY-FROM HOME TERMINAL

Engineers in interdivisional 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 any member of the crew 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

Interdivisional engineers will not be required to trade trains in opposite directions.

FORMAL INVESTIGATIONS

Applicable schedule rules will apply to pool freight engineers required by Carrier to attend formal investigation; however, an engineer in interdivisional 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 BLE National Agreement when dismissed or suspended.

MEALS EN ROUTE

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

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:

| | |
|---|-----------|
| Sweetwater - Temple | 246 miles |
| Sweetwater - Saginaw (via UP) | 205 miles |
| Sweetwater - Saginaw (via Brownwood) | 265 miles |

Pool freight engineers called for and departing the terminal in interdivisional service will be allowed the mileage terminal to terminal, except when the service is interrupted by an emergency such as flood, washout, major derailment, etc.; i.e., an Act of God, and the pool freight engineer is returned to the originating terminal. In that event, the engineer will be placed first out after eight hours rest, being given first consideration for deadhead to the home terminal. It is understood the foregoing does not modify the current call and release rule.

PROVIDING RELIEF FOR HOURS OF SERVICE LAW ENGINEERS

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

TEMPLE TO SWEETWATER

| | | |
|--|---|---|
| Between Temple and Brownwood including Brownwood | - | ID pool freight engineer standing first out at Temple |
| Between Brownwood and Sweetwater | - | Extra board engineer at Sweetwater |

SWEETWATER TO TEMPLE

| | | |
|---|---|---|
| Between Sweetwater and Brownwood, including Brownwood | - | ID pool freight engineer standing first out at Sweetwater |
| Between Brownwood and Temple | - | Extra board engineer at Temple |

SAGINAW TO SWEETWATER
VIA BROWNWOOD

- | | | |
|---|---|--|
| Between Saginaw and Brownwood including Brownwood | - | ID pool freight Engineer standing first out at Saginaw |
| Between Brownwood and Sweetwater | - | Extra board engineer at Sweetwater |

SWEETWATER TO SAGINAW
VIA BROWNWOOD

- | | | |
|--|---|---|
| Between Sweetwater and Brownwood including Brownwood | - | ID pool freight engineer standing first out at Sweetwater |
| Between Brownwood and Saginaw | - | Extra board engineer at Saginaw |

SAGINAW TO SWEETWATER
VIA THE UNION PACIFIC

- | | | |
|---|---|--|
| Between Saginaw and Cisco including Cisco | - | ID pool freight engineer standing first out at Saginaw |
| Between Cisco and Sweetwater | - | Extra board engineer at Sweetwater |

SWEETWATER TO SAGINAW
VIA THE UNION PACIFIC

- | | | |
|--|---|---|
| Between Sweetwater and Cisco including Cisco | - | ID pool freight engineer standing first out at Sweetwater |
| Between Cisco and Saginaw | - | Extra Board Engineer at Saginaw |

When an interdivisional pool freight crew 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 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

All unassigned service, other than ID service between Sweetwater and Temple and between Sweetwater and the greater Ft. Worth area will be protected by the governing extra boards. Regular assignments will be protected by regularly assigned engineers.

VACATIONS

A pool freight engineer in interdivisional 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 BLE National Agreement, will be applicable to any engineer whose principle residence was the Brownwood area on November 1, 1985, and who is required to change his/her residence as a result of the implementation of this Agreement.

PROTECTION

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

This Agreement will become effective August 10, 1992.
Signed at Schaumburg, Illinois this 10th day of August, 1992.

FOR THE ORGANIZATION:

FOR THE CARRIER:

E.A. McDaniel Jr.
General Chairman, Brotherhood
of Locomotive Engineers

John J. Zepko
Assistant Vice President -
Labor Relations



The Atchison, Topeka and Santa Fe Railway Company

1700 East Golf Road
Schaumburg, Illinois 60173-5860

July 28, 1992
47-1240-20-28

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

Dear Sir:

SIDE LETTER NO. 1


This has reference to the Memorandum of Agreement ("Implementing Agreement") establishing interdivisional service through Brownwood, Texas.

1. All current engineers who resided within 30 miles of the on-and-off duty point at Brownwood on November 1, 1985, or who resided within the city limits of Dublin or Coleman, Texas on November 1, 1985, will be covered under the moving/real estate provisions of this Implementing Agreement.
2. **Qualified homeowners** under Paragraph 1 above may elect the option ("moving/real estate option") of accepting a **gross payment of \$17,000** (less income taxes, etc.) in complete satisfaction of Sections 10 and 11 of the Washington Job Protection Agreement. The parties also understand and agree that the amount of this moving/real estate option is in part based on the employees' prompt and voluntary participation in this Implementing Agreement. Thus, there is no expectation that the amount of this moving/real estate option would remain as high if this Agreement is not ratified by the employees. Rather, in the event ratification does not occur, the best precedents in subsequent arbitration of this issue would be the moving/real estate options provided for in connection with previous runthroughs affecting employees represented by the General Committee signatory hereto.
3. A homeowner under Paragraph 1 who does not choose the option provided in Paragraph 2 **may elect to have his home purchased** by the Carrier. The homeowner employee will be **paid the appraised value of his home as of November 1, 1985**, as determined by two appraisers chosen by him from a list of qualified appraisers furnished by the Carrier. If the valuation of the home by the two appraisers is not within 5%, a third appraiser will be utilized.
4. The provisions of this side letter will also apply to engineers under Paragraph 1 above who own mobile/modular homes as their principal places of residence.
5. If an engineer(s) holds an unexpired lease of a dwelling occupied by him as his home, the Carrier will protect him from any loss associated with breaking said lease in line with Section 11(a), paragraph 3 of WJPA.

6. If an engineer(s) holds an unexpired lease of a dwelling occupied by him as his home, he may, in lieu of Paragraph 5 above, accept a cash option of \$5,000 (gross).
7. Any engineer who avails himself of the provisions of either paragraph 3, 4 or 5 and changes his point of employment and permanent residence will be reimbursed for all expenses of moving his household and other personal effects and for the traveling expenses of himself and members of his family, including living expenses for himself and his family and his own actual wage loss during the time necessary for such transfer, and for a reasonable time thereafter, (not to exceed five (5) working days), used in securing a place of residence in his new location. No claim for expenses under this Section shall be allowed unless they are incurred within three (3) years from the date of implementation of the interdivisional run and the claim must be submitted within ninety (90) days after the expenses are incurred.
8. An engineer who avails himself of the options provided for in Paragraph 2 or 6 must exercise such option in writing to the Carrier not later than three years from the date this agreement is implemented.

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

Yours truly,



John J. Fleps
Assistant Vice President -
Labor Relations

AGREED:



General Chairman, Brotherhood
of Locomotive Engineers



The Atchison, Topeka and Santa Fe Railway Company

1700 East Golf Road
Schaumburg, Illinois 60173-5860

July 28, 1992
47-1240-20-28

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

Dear Sir:

SIDE LETTER NO. 2

This has reference to the Memorandum of Agreement covering interdivisional service through Brownwood, Texas.

The following handling will apply in connection with Section 11(a) of WJPA:

1. An engineer may provide the Carrier a Revised Offer as defined in the booklet titled "Relocation Guide," a copy of which will be distributed to the employees, and collect a \$10,000 cash incentive from the Carrier upon closing of the home sale. The Revised offer must satisfy the following criteria:
 - a. Carrier's third party relocation agent must receive a bona fide offer;
 - b. Carrier's third party relocation agent must be able to verify that financing has been secured by the Bona Fide Purchaser;
 - c. The home must be listed as described on page 7 of the above-mentioned booklet; and,
 - d. All conditions of Carrier's third party relocation agents' Offer Provision must be satisfied.

Should the Bona Fide Offer be withdrawn or for any reason the resulting home sale is not consummated, the employee may elect one of the following options:

The Guaranteed Offer will be reinstated and will be the price paid by the Carrier for subject property and the employee will not be eligible to collect the \$10,000 cash incentive; or

The employee may elect Option No. 2 of Side Letter No. 1 of the Brownwood Interdivisional Agreement.


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

Yours truly,



John J. Fleps
Assistant Vice President -
Labor Relations

AGREED:



General Chairman, Brotherhood
of Locomotive Engineers



The Atchison, Topeka and Santa Fe Railway Company

1700 East Golf Road
Schaumburg, Illinois 60173-5860

July 28, 1992
47-1240-20-28

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

Dear Sir:

SIDE LETTER NO. 3

Referring to Memorandum of Agreement covering interdivisional service through Brownwood and the handling to be given those engineers who may elect to apply Section 11(d) of WJPA.

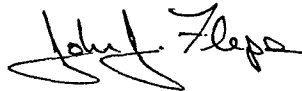
It is understood the following would govern in the application of Section 11(d) of WJPA:

1. Carrier will make an offer to purchase an engineer's home in accordance with Section 3(a) of Side Letter 1.
2. An engineer who desires to invoke Section 11(d) must notify Mr. Richard Hinderliter, Manager-Employee Relations, Santa Fe Railway, 7412 Jefferson NE, Albuquerque, New Mexico 87109, in writing, of his/her intent to do so within 60 days of receipt of the written offer.
3. After an engineer notifies Carrier of invocation of Section 11(d), he/she will select a competent qualified appraiser and will furnish Mr. Hinderliter a copy of the appraisal made by the engineer's appraiser, together with information concerning the qualification and/or certification of the engineer's appraiser.
4. Carrier will review the engineer's appraisal and advise whether it is acceptable. If not acceptable, Carrier will notify the engineer of the name of the Company's appraiser and will instruct that appraiser to contact the engineer's appraiser for the purpose of selecting a qualified third or neutral appraiser.
5. The Company will give the third and neutral appraiser a copy of the engineer's appraisal and a copy of one of the two or three Carrier's appraisals with instructions to determine which one

should be accepted as representing fair value of the home or make his/her own appraisal of the property and determination of fair value.


6. The salary and expenses of the third or neutral appraiser, including the expenses of the appraisal board, shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the salary of the appraiser selected by such party.
7. The decision of the neutral appraiser shall be binding. If the engineer elects not to accept the neutral's appraisal of the employee's home, the Carrier is under no further obligation in connection therewith.

Yours truly,



John J. Fleps
Assistant Vice President -
Labor Relations

AGREED:


General Chairman, Brotherhood
of Locomotive Engineers



The Atchison, Topeka and Santa Fe Railway Company

1700 East Golf Road
Schaumburg, Illinois 60173-5860

July 28, 1992
47-1240-20-28

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

Dear Sir:

SIDE LETTER NO. 4

This has reference to the Memorandum of Agreement establishing interdivisional service through Brownwood, Texas.

The parties have reviewed the real estate markets in both Brownwood and Sweetwater, Texas, and agree Sweetwater is not a higher-cost real estate area for purposes of comparable housing.

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

Yours truly,

John J. Fleps
Assistant Vice President -
Labor Relations

AGREED:

General Chairman Brotherhood
of Locomotive Engineers

(ble-brow.id1)



The Atchison, Topeka and Santa Fe Railway Company

1700 East Golf Road
Schaumburg, Illinois 60173-5860

July 28, 1992
47-1240-20-28

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

Dear Sir:

SIDE LETTER NO. 5

This has reference to the Memorandum of Agreement establishing interdivisional service through Brownwood, Texas.

When the active board is set, if an engineer(s) is (are) to be deadheaded, they will be designated at the time the active board is set. If an engineer is activated to work and is subsequently deadheaded, full district mileage will be allowed (actual miles deadheaded). An engineer at the away-from-home terminal, once designated as a deadhead to the home terminal, may deadhead on an earlier train, provide their own transportation or limo (if the carrier elects to use a limo), if requested. However, proper authority must be obtained from the Regional Operations Center if requesting to deadhead in advance of designated turn. The turn itself will be placed in proper sequence upon the turn's arrival at the home terminal.

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

Yours truly,

John J. Fleps
Assistant Vice President -
Labor Relations

AGREED:

General Chairman, Brotherhood
of Locomotive Engineers

(ble-brow.id1)



The Atchison, Topeka and Santa Fe Railway Company

1700 East Golf Road
Schaumburg, Illinois 60173-5860

July 28, 1992
47-1240-20-28

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

Dear Sir:

SIDE LETTER NO. 6

This has reference to the Memorandum of Agreement establishing interdivisional service through Brownwood, Texas.

Sweetwater or Saginaw engineers working in the Brownwood interdivisional pool out of either Sweetwater, Temple, or Saginaw will be given a two-hour call. However, the Carrier will make every effort to give longer calls when it is possible.

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

Yours truly,

John J. Fleps
Assistant Vice President -
Labor Relations

AGREED:

General Chairman, Brotherhood
of Locomotive Engineers

(ble-brow.id1)



The Atchison, Topeka and Santa Fe Railway Company

1700 East Golf Road
Schaumburg, Illinois 60173-5860

July 28, 1992
47-1240-20-28

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

Dear Sir:

SIDE LETTER NO. 7

The terms of this Side Letter No. 7 have reference to and shall be incorporated into the Memorandum of Agreement ("Implementing Agreement") providing for the establishment of interdivisional service between Saginaw and Sweetwater, Texas, and between Temple and Sweetwater, Texas.

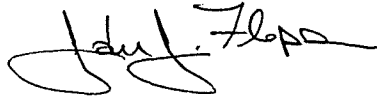
The parties have been notified and acknowledge that Santa Fe has acquired trackage rights over the Missouri Pacific Railroad Company ("UP system") between Saginaw and Sweetwater, Texas. Therefore, Santa Fe shall, within thirty days after commencing its operations via those trackage rights, pay to each employee described in the next paragraph of this Side Letter No. 7, a special protective lump sum of \$3,000.00 (gross).

An employee entitled to this lump sum shall be any person now in the Santa Fe craft or class represented by the General Committee signatory hereto who held such employee status on November 1, 1985 and who on that date also resided either within 30 miles of the on-and-off duty point at Brownwood, Texas or within the city limits of Dublin or Coleman, Texas.

The parties understand and agree that the Implementing Agreement of which this Side Letter No. 7 is a part and Santa Fe's commitments set forth herein, fully satisfy and discharge any obligations or liabilities Santa Fe would otherwise have to give notice to, negotiate or arbitrate an implementing agreement with, or to provide protective benefits of any kind to, any employees in the craft or class represented by the General Committee signatory hereto under sections 11343-11347 of the Interstate Commerce Act, and, in particular, Articles I and IV of the so-called "Norfolk and Western" conditions, as modified by Mendocino Coast Ry., in connection with or due to Santa Fe's acquisition or use of trackage rights over the UP system between Saginaw and Sweetwater, Texas.

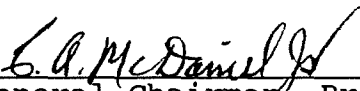
If the foregoing correctly sets forth our understanding in this regard, please so indicate by signing in the space provided below.

Very truly yours,



John J. Fleps
Assistant Vice President
Labor Relations

AGREED:



General Chairman, Brotherhood
of Locomotive Engineers

(ble-brow.id1)



The Atchison, Topeka and Santa Fe Railway Company

1700 East Golf Road
Schaumburg, Illinois 60173-5860

July 28, 1992
47-1240-20-28

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

Dear Sir:

This has reference to Memorandum of Agreement providing for establishment of interdivisional service through Brownwood, Texas.

In connection with engineers making familiarization trips over the trackage between Sweetwater and Temple, it was agreed that the following conditions will govern if an engineer has not worked on one of the subdivisions in the 12 months prior to the date this Agreement is implemented and makes a familiarization trip prior to implementation:

- 1) A Temple or Brownwood engineer assigned to the pool or extra board to work over this territory must make a round trip between Temple and Sweetwater. For this trip, he will be allowed four days' pay.
- 2) A Cleburne engineer assigned to the pool or extra board to work between Saginaw and Sweetwater via Brownwood must make a round trip over this territory. For this trip, he will be allowed a total of four day's pay.

The Carrier may allow additional engineers to make a familiarization trip if it is reasonable to expect that the additional engineers may be assigned to work over these territories in the near future. When engineers make these trips, the Carrier will provide meals and lodging at the away-from-home terminal.

In connection with engineers making familiarization trips over the trackage between Sweetwater and Saginaw via the Union Pacific (UP), Santa Fe will have a sufficient number of certified engineer instructors (CEI's) available to ride with locomotive engineers making their first trip over the UP.

Very truly yours,

John J. Fleps
Assistant Vice President
Labor Relations

AGREED:

General Chairman, Brotherhood
of Locomotive Engineers

(ble-brow.id1)



The Atchison, Topeka and Santa Fe Railway Company

1700 East Golf Road
Schaumburg, Illinois 60173-5860

July 28, 1992
47-1240-20-28

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

Dear Sir:

This has reference to Memorandum of Agreement providing for the establishment of interdivisional service through Brownwood, Texas.

In line with the Carrier's desire to initially establish two-ended pool freight boards between Sweetwater, Texas and Temple, Texas and between Sweetwater, Texas and Saginaw, Texas, it is agreed that Article 2 and the various side letters relating thereto, specifically Section 6 of Letter Agreement No. 8 dated May 7, 1937, incorporated in the schedule of work rules dated 1948 between this Carrier and the Brotherhood of Locomotive Engineers is amended as follows:

Concurrent with the implementation of interdivisional service through Brownwood, Texas:

- 1) Temple engineers will relinquish all rights formerly held over the Dublin District and convey those rights to Brownwood/Sweetwater engineers.
- 2) Equity between Brownwood/Sweetwater engineers and Temple engineers will be established on a 50-50 basis between Sweetwater and Temple and Brownwood/Sweetwater will continue to have rights to work in the Temple pool on a shared seniority basis with Temple, as presently exists.
- 3) Equity between Brownwood/Sweetwater engineers and Cleburne engineers working between Saginaw and Sweetwater will be established on a 50-50 basis. However, Cleburne engineers working between Saginaw and Sweetwater via Brownwood will repay the mileage accrued by a Cleburne engineer while operating over trackage between Brownwood

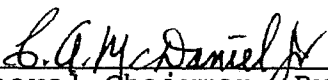
and Sweetwater and mileage equalization will be effected each four (4) months by permitting a Brownwood/Sweetwater engineer to occupy one or more of the turns established at Saginaw in order to accomplish mileage equalization. If a Brownwood/Sweetwater engineer(s) does not avail himself/herself the opportunity of regaining pay back mileage, then that mileage accrued would be forfeited.

Very truly yours,



John J. Fleps
Assistant Vice President
Labor Relations

AGREED:



General Chairman, Brotherhood
of Locomotive Engineers

(ble-brow.id1)

BROTHERHOOD OF LOCOMOTIVE ENGINEERS
GENERAL COMMITTEE OF ADJUSTMENT
A.T. & S.F. RY. Co.

3910 S. Georgia
Amarillo, Texas 79109-4837

(806)355-9301

C. A. McDaniel, Jr.
Chairman

August 10, 1992
760-95

G. E. Mettler
First Vice-Chairman

Local Chairmen of
Brotherhood of Locomotive Engineers
Divisions 206, 500 and 863

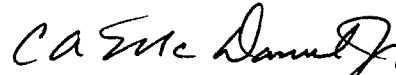
Dear Sirs and Brothers:

Please refer to Side Letter No. 9 of the Brownwood Run-through Agreement that addresses seniority rights and mileage equalization between the effected divisions.

Though it was agreed to in conference, in order to prevent future contentions by any division it must be understood that Sections 1 and 2 of Side Letter No. 9 of the Brownwood Run-through Agreement satisfy any requests or requirement for so-called mileage equalization or work equity.

Again, any so-called mileage equalization between Temple engineers and Brownwood/Sweetwater engineers or any change in the work equity, in the future would require mutual consent by both Temple engineers and Brownwood/Sweetwater engineers.

Fraternally yours,



C. A. McDaniel, Jr.

CAM:ah

cc: Mr. R. E. Dean, International Vice President
Mr. G. E. Mettler, Jr., Vice General Chairman