

The Atchison, Topeka and Santa Fe Railway Company

80 East Jackson Boulevard

Chicago, Illinois 60604

312/427-4900

January 22, 1987

Side Letter 1

Mr. C. A. McDaniel, General Chairman

4322 Canyon Drive

Bldg. 3, Suite 1

Amarillo, Texas 79109

Dear Sir:

Referring to Memorandum of Agreement providing for establishment of interdivisional service between Ft. Madison and Kansas City:

In discussing the provisions of Section 11(a) of WJPA concerning "fair value" and "a date sufficiently prior to the coordination to be unaffected thereby," it was agreed the date to be used would be January 1, 1986.

Yours truly,

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

AGREED:

General Chairman

Brotherhood of Locomotive Engineers

The Atchison, Topeka and Santa Fe Railway Company

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January 22, 1987

Side Letter 2

Mr. C. A. McDaniel, General Chairman

4322 Canyon Drive

Bldg. 3, Suite 1

Amarillo, Texas 79109

Dear Sir:

Referring to Memorandum of Agreement providing for establishment of interdivisional service between Et. Madison and Kansas City:

This will confirm our understanding the meal en route allowance, either \$1.50 or \$5.00, will be applicable to deadhead crews, as well as working crews in Ft. Madison-Kansas City interdivisional service.

Yours truly,

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

AGREED:

General Chairman

Brotherhood of Locomotive Engineers

The Atchison, Topeka and Santa Fe Railway Company

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Side Letter 3

Mr. C. A. McDaniel, General Chairman

4322 Canyon Drive

Bldg. 3, Suite 1

Amarillo, Texas 79109

Dear Sir:

Referring to Memorandum of Agreement providing for establishment of interdivisional service between Ft. Madison and Kansas City:

While the Agreement provides for placing engineers at the bottom of the home terminal inactive board upon arrival at the home terminal, it is agreed an engineer, who has deadheaded from the home terminal to the away-from-home terminal, or vice versa, may make request on arrival at home terminal to be advanced five turns from the bottom of the inactive board. The request will indicate the engineer he/she follows.

No claim for runaround or so-called mishandling will be allowed when an engineer is moved ahead on the board in accordance with this Agreement.

This understanding may be automatically cancelled by either party upon ten (10) days' written notice.

If the above meets with your approval, please signify on the space provided below.

Yours truly,

John P. Frestel, Jr.

Vice President-Personnel and
Labor Relations

AGREED:

General Chairman

Brotherhood of Locomotive Engineers

The Atchison, Topeka and Santa Fe Railway Company

80 East Jackson Boulevard

Chicago, Illinois 60604

312/427-4900

March 11, 1992

Mr. C. A. McDaniel, General Chairman

3910 S. Georgia

Amarillo, Texas 79109-4837

Dear Sir:

This has reference to Side Letter No. 3 of the Memorandum of Agreement that established interdivisional service between Fort Madison and Kansas City. It appears that certain inconsistencies have arisen in the application of Side Letter No. 3, which permits an engineer who has deadheaded into his home terminal to advance his turn five (5) turns, and I am writing to clarify these inconsistencies.

We agreed that the correct interpretation of this Side Letter is that an engineer who arrives at his home terminal and advances his turn the maximum number permitted after deadheading should not be runaround by subsequent engineers who deadhead into the home terminal and desire to advance their turns. Any engineers who deadhead into the home terminal later cannot advance ahead of an engineer who deadheaded into the home terminal previously and advanced his turn.

If this represents your understanding and interpretation of this Side Letter, please affix your signature in the space provided below.

Yours truly,

/s/

Milton H. Siegele, Jr.

Manager - Labor Relations

/s/

General Chairman (BLE)

The Atchison, Topeka and Santa Fe Railway Company

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312/427-4900

January 22, 1987

Side Letter 4

Mr. C. A. McDaniel, General Chairman

4322 Canyon Drive

Bldg. 3, Suite 1

Amarillo, Texas 79109

Dear Sir:

Referring to Memorandum of Agreement providing for establishment of interdivisional service between Ft. Madison and Kansas City:

It was understood if a Ft. Madison engineer is force assigned to Kansas City for at least seven continuous months, the employe would be entitled to the moving/real estate provisions of WJPA.

If there is a senior engineer at Ft. Madison who desires to exchange places with the force assigned engineer after the six-month period, Carrier has no objection thereto and would permit the senior engineer to avail himself of the WJPA provisions.

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

AGREED:

General Chairman

Brotherhood of Locomotive Engineers

The Atchison, Topeka and Santa Fe Railway Company

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January 22, 1987

Side Letter 5

Mr. C. A. McDaniel, General Chairman

4322 Canyon Drive

Bldg. 3, Suite 1

Amarillo, Texas 79109

Dear Sir:

Referring to Memorandum of Agreement providing for establishment of interdivisional service between Ft. Madison and Kansas City:

Notwithstanding the provisions of the Agreement providing for the option of an allowance in lieu of suitable lodging, Carrier is agreeable to applying the optional allowance to Kansas City engineers at Ft. Madison.

It was understood this Agreement may be automatically cancelled by either party upon 29 days written notice.

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

AGREED:

General Chairman

Brotherhood of Locomotive Engineers

The Atchison, Topeka and Santa Fe Railway Company

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January 22, 1987

Side Letter 6

Mr. C. A. McDaniel, General Chairman

4322 Canyon Drive

Bldg. 3, Suite 1

Amarillo, Texas 79109

Dear Sir:

Referring to Memorandum of Agreement providing for establishment of interdivisional service between Ft. Madison and Kansas City:

In connection with Third Subdivision engineers making a familiarization trip over the Fourth Subdivision, or vice versa, it was agreed one round trip would be necessary if the engineer has not worked on one of the subdivisions in the 12 months prior to the date this Agreement is implemented. An engineer may make a round trip on his own time, and the Carrier will provide meals and lodging at the away-from-home terminal and one basic days pay for the round trip.

On the effective date of this Memorandum of Agreement, supervisors will ride with any engineer who has not made a trip over a subdivision in the preceding 12 months.

Yours truly,

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

AGREED:

General Chairman

Brotherhood of Locomotive Engineers

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Side Letter 7

Mr. C. A. McDaniel, General Chairman

4322 Canyon Drive

Bldg. 3, Suite 1

Amarillo, Texas 79109

Dear Sir:

Referring to Memorandum of Agreement providing for establishment of interdivisional service between Ft. Madison and Kansas City:

It was agreed in connection with the Moving/Real Estate provisions that if an engineer lived closer to Marceline than Ft. Madison, or closer to Marceline than Kansas City, on January 1, 1986, that engineer would be considered as living in the vicinity of Marceline.

Yours truly,

John P. Frestel, Jr.

Vice President-Personnel and

Labor Relations

AGREED:

General Chairman

Brotherhood of Locomotive Engineers

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January 22, 1987

Side Letter 8

Mr. C. A. McDaniel, General Chairman

4322 Canyon Drive

Bldg. 3, Suite 1

Amarillo, Texas 79109

Dear Sir:

Referring to Memorandum of Agreement providing for establishment of interdivisional service between Ft. Madison and Kansas City:

While the Agreement contemplates an even number of pool turns at Ft. Madison and Kansas City, it was agreed the Carrier would initially assign an even number of turns but would permit either terminal to adjust to a five turn differential to help prevent engineers from being required to travel between the two terminals as a result of mileage regulation and seniority displacements.

If, in the application of the above, the two pools are uneven at the beginning of a 14-day equalization period, this imbalance will be used throughout that 14-day period for determining the share of trips for each pool. For example, if one pool has 45% of the turns and the other pool has 55% at the beginning of the 14-day period, this ratio would be used in determining the trip balance of plus or minus four turns in the 72-hour equalization period.

Yours truly,

John P. Frestel, Jr.

Vice President-Personnel and
Labor Relations

AGREED:

General Chairman

Brotherhood of Locomotive Engineers

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Side Letter 9

Mr. C. A. McDaniel, General Chairman

4322 Canyon Drive

Bldg. 3, Suite 1

Amarillo, Texas 79109

Dear Sir:

Referring to Memorandum of Agreement providing for establishment of interdivisional service between Ft. Madison and Kansas City:

It was understood that approximately 60 to 90 days prior to date of implementation, the Carrier will advertise an equal number of pool turns at Ft. Madison and Kansas City. Guaranteed extra boards at both locations will also be advertised. Absent a sufficient number of bids for the pool and extra board positions at Kansas City, Carrier will force assign the required number of engineers. A Ft. Madison engineer who desires to relocate in Kansas City may file a written request for transfer in lieu of a junior demoted engineer who stands to be force assigned in the initial assignment at Kansas City.

If the Ft. Madison engineer's request is accepted, he/she will be entitled to the Moving/Real Estate provisions of the Agreement.

Yours truly,

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

AGREED:

General Chairman
Brotherhood of Locomotive Engineers

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Side Letter 10

Mr. C. A. McDaniel, General Chairman

4322 Canyon Drive

Bldg. 3, Suite 1

Amarillo, Texas 79109

Dear Sir:

Referring to Memorandum of Agreement providing for establishment of interdivisional service between Pt. Madison and Kansas City:

It was agreed if an engineer on the inactive board misses a call to deadhead, the employe will not be disciplined and will be permitted to deadhead on a later train, being allowed deadhead pay therefor.

Yours truly,

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

AGREED:

General Chairman

Brotherhood of Locomotive Engineers

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Side Letter 11

Mr. C. A. McDaniel, General Chairman

4322 Canyon Drive

Bldg. 3, Suite 1

Amarillo, Texas 79109

Dear Sir:

Referring to Memorandum of Agreement providing for establishment of interdivisional service between Ft. Madison and Kansas City:

In connection with the allowances in lieu of Sections 10(a) and 11(a) of WJPA, it was understood a Marceline engineer would have the right to utilize those options on day one, if successful bidder; or at a later date, if unable to hold an engineer's position on day one. An engineer living in the vicinity of Ft. Madison would not be entitled to the moving/real estate provisions of the Agreement unless force assigned to Kansas City or voluntarily elects to move to Kansas City in lieu of a junior engineer force assigned to that location for seven months, as provided in a separate Letter Agreement.

Yours truly,

John P. Frestel, Jr.

Vice President-Personnel and

Labor Relations

AGREED:

General Chairman

Brotherhood of Locomotive Engineers

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Side Letter 12

Mr. C. A. McDaniel, General Chairman

4322 Canyon Drive

Bldg. 3, Suite 1

Amarillo, Texas 79109

Dear Sir:

Referring to Memorandum of Agreement providing for establishment of interdivisional service between Ft. Madison and Kansas City:

If an engineer elects to retain his residence and qualifies for and accepts allowances in lieu of the provisions of Sections 10(a) and 11(a), WJPA, rather than actually move, Carrier will also allow the employee the \$400.00 "lace curtain" payment on a without prejudice basis. In addition, an engineer, who lives in the vicinity of Marceline and accepts allowance rather than actually move, will be paid a \$5.00 travel allowance for each round trip made in ID freight service for the first 12 months the Agreement is in effect.

Yours truly,

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

AGREED:

General Chairman

Brotherhood of Locomotive Engineers

