

## AGREEMENT

between

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY

and its employes represented by the

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

## IT IS AGREED:

Pursuant to Article IX, BLE National Agreement of May 19, 1986, Arbitration Board No. 458, 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 Kansas City, Kansas and Arkansas City, Newton and Wellington, Kansas. Kansas City will be the home terminal and Arkansas City, Newton and Wellington will be the away-from-home terminals. Pool freight engineers in interdivisional service will only protect ID runs, and will not be used in turnaround service, except as otherwise provided herein. Pool freight engineers will protect through freight service between the away-from-home terminals under the conditions of Side Letter No. 1. On and after the effective date of this Agreement, Emporia will no longer be a home terminal for engineers in unassigned freight service.

Calling Crews

Engineers in interdivisional service will be called first-in, first-out at each terminal subject to their availability under the Hours of Service Law. At the home terminal, Kansas City, engineers will be called first-in, first-out from two pools -- a Wellington pool and an Arkansas City/Newton pool. At away-from-home terminals, engineers will be called first-in, first-out, regardless of pool designation.

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 the engineer calling for rest under Article 13 of the Engineers' Agreement, as 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.

#### Exchanging Trains

Engineers in interdivisional service will not be required to exchange trains in opposite directions.

#### Meals En Route

In order to expedite the movement of interdivisional pool freight runs, the Carrier shall determine the conditions under which engineers may stop to eat. When engineers, working or deadhead, 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

Newton-Kansas City	
(Via 1st Sub)	200 miles
(Via 2nd Sub)	185 miles
Wellington-Kansas City	
(Via Mulvane, 1st Sub)	238 miles
(Via Mulvane, 2nd Sub)	223 miles
(Via Mulvane cut-off, 1st Sub)	238 miles
(Via Mulvane cut-off, 2nd Sub)	223 miles
Arkansas City-Kansas City	
(Via Mulvane, 1st Sub)	256 miles
(Via Mulvane, 2nd Sub)	241 miles
(Via Douglass, 1st Sub)	244 miles
(Via Douglass, 2nd Sub)	229 miles

Wellington-Newton	61 miles
Arkansas City-Newton	78 miles

Westbound

Kansas City-Newton	
(Via 1st Sub)	199 miles
(Via 2nd Sub)	185 miles
Kansas City-Wellington	
(Via 1st Sub, Mulvane)	238 miles
(Via 2nd Sub, Mulvane)	224 miles
(Via 1st Sub, Mulvane cut-off)	238 miles
(Via 2nd Sub, Mulvane cut-off)	224 miles
Kansas City-Arkansas City	
(Via 1st Sub, Mulvane)	255 miles
(Via 2nd Sub, Mulvane)	241 miles
(Via 1st Sub, Douglass)	243 miles
(Via 2nd Sub, Douglass)	229 miles
Newton-Wellington	61 miles
Newton-Arkansas City	78 miles

Pool freight engineers called for and departing the terminal in interdivisional service will be allowed the mileage terminal to terminal, except when providing HOSL relief or when service is interrupted by an emergency such as flood, washout, derailment, etc., and pool freight engineer is returned to the originating terminal, in which event, the engineer will be placed first-out upon receiving rest.

Providing Relief for HOSL Crews

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:

WESTBOUND TRAINS

Between Kansas City & Emporia - including Emporia	-	ID pool freight engineer standing first-out at Kansas City
Between Emporia & Arkansas City, Newton or Wellington	-	ID pool freight engineer standing first-out at Arkansas City, Newton or Wellington

NOTE: ID pool freight engineer providing relief between Emporia and Arkansas City, Newton or Wellington will be paid actual miles, with a minimum of a basic day. Upon arrival back at the away-from-home terminal, he will be marked up first-out. He will not be called for service until he receives rest under the Hours of Service Law, unless in the dispatcher's judgment he has time to make the trip.

#### EASTBOUND TRAINS

Between Arkansas City, Newton or Wellington - including Emporia	-	ID pool freight engineer standing first-out at Arkansas City, Newton or Wellington
Between Emporia & Kansas City	-	Extra board engineer standing first-out at Kansas City

When an interdivisional 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

All service, other than ID between Kansas City and Emporia, will be protected by the Kansas City extra board. All service, other than ID between Emporia and Arkansas City, Newton and Wellington, will be protected by the Newton extra board. Regular assignments will continue to be protected by regularly assigned engineers.

#### Call and Release

An engineer called and released after on duty time will be placed first out after eight hours rest, unless in the dispatcher's judgment he has time to make the trip.

#### Formal Investigation

Applicable schedule rules will apply to pool freight engineers required by Carrier to attend formal investigations; 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.

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.

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 Emporia on November 12, 1987 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. \$12,500 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 provisions 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 provisions 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 BLE National Agreement will be made a part of this Agreement.

This Agreement shall become effective 8:01 A.M. \_\_\_\_\_  
and remain in effect subject to the provisions of the Railway Labor Act.

Signed at \_\_\_\_\_, \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_,  
1988.

FOR THE BROTHERHOOD OF LOCOMOTIVE  
ENGINEERS:

FOR THE CARRIER:

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

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

APPROVED:

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

5916B

# The Atchison, Topeka and Santa Fe Railway Company



80 East Jackson Boulevard  
Chicago, Illinois 60604  
312/427-4900

March 4, 1988  
47-1240-20-27



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

Dear Sir:

This is in reference to the Memorandum of Agreement covering interdivisional service through Emporia, Kansas.

The so-called "Third Rail Agreement", effective November 15, 1962, is hereby cancelled. In its place it is understood Carrier may still use ID pool engineers between the away-from-home terminals. An engineer used between the away-from-home terminals (other than between Arkansas City and Wellington) will not be used for another such trip if other ID engineers are available at the away-from-home terminal. Also, an engineer used for Hours of Service Law relief out of the away-from-home terminal will not be used for another such trip if other ID engineers are available at the away-from-home terminal.

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:

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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 4, 1988  
47-1240-20-27

②

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

Dear Sir:

This is in reference to the Memorandum of Agreement covering interdivisional service through Emporia, Kansas.

In order to provide engineers in the two ID pools a better idea of when they will be working out of Kansas City, it was agreed an Active/Inactive Board will be set up for both pools on a 60-day trial basis for the home terminal only.

If, at the end of 60 days, either party desires to eliminate the Active/Inactive arrangement, they may do so upon 10 days' written notice.

Yours truly,

---

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

AGREED:

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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 4, 1987  
47-1240-20-27

③

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

Dear Sir:

This is in reference to the Memorandum of Agreement covering interdivisional service through Emporia, Kansas.

The two freight pools will be advertised in advance of the implementation date with an equal number of turns from each seniority district. The turns will be placed in the respective pools in an alternating one-for-one order with the first-out turn on Day One to be occupied by a Middle Division engineer, the second-out turn by a Kansas City Division engineer, and so on.

When the new pool is marked up, successful applicants from existing pools who are at the home terminal will be marked up in the same relative standing in the new pool, under the one-for-one order described above. Next, pool engineers assigned to the old pools who bid in the new pool and are working into the home terminal will then be marked up, as well as any engineer who reports from another assignment.

After the initial mark-up, engineers will simply mark up first-in, first-out, regardless of prior seniority district designation. In other words, the one-for-one order will only apply to the initial mark-up of the new pool.

Regulation of the pool (i.e., increase or decrease) will be made in even numbers of engineers (2, 4, etc.), and flexibility will be given to the local chairman(men) in the mileage regulation requirements to achieve the even adjustments.

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

Yours truly,

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

AGREED:

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General Chairman  
Brotherhood of Locomotive Engineers

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

IT IS AGREED:

1. (a) Effective at 12:01 A.M. on \_\_\_\_\_, 1988, engineers with seniority on the Kansas City Division seniority district, to be known as prior rights Kansas City Division engineers, will be given a seniority date of \_\_\_\_\_, 1988, on the Middle Division-District 1 seniority district and added to the bottom of the Middle Division-District 1 road and yard rosters in the same relative standing as they now hold on the Kansas City Division engineers' road and yard rosters.
  - (b) Effective 12:01 A.M. on \_\_\_\_\_, 1988, engine service employes with seniority on the Middle Division-District 1 seniority district, to be known as prior rights Middle Division-District 1 engineers, will be given a seniority date of \_\_\_\_\_, 1988, on the Kansas City Division seniority district and added to the bottom of the Kansas City Division road and yard rosters in the same relative standing as they now hold on the Middle Division-District 1 engineers' road and yard rosters.
  - (c) Engineers establishing seniority on or after the effective date of this agreement on the Kansas City Division or Middle Division-District 1 seniority districts will hold rights on both districts, without prior rights on either district.
2. In the absence of a bid from a Kansas City Division engineer for an engineer's vacancy or new assignment on the Kansas City-Eastern Division seniority district, the position will be filled in the following sequence:
    - (a) The junior qualified common rights Kansas City Division engineer working in a demoted status.
    - (b) The junior qualified Kansas City Division engineer working in a demoted status on the seniority district holding seniority, and working, in the class of service in which the vacancy exists.
    - (c) The junior qualified Kansas City Division engineer working in a demoted status on the seniority district holding prior rights in the class of service in which the vacancy exists.
    - (d) The junior qualified Kansas City Division engineer working in a demoted status on the seniority district holding seniority in the class of service in which the vacancy exists.

- (e) The senior Middle Division-District 1 engineer with a bid or standing bid for the vacancy.
  - (f) The junior qualified prior rights Middle Division-District 1 engineer working in a demoted status on the Middle Division.
  - (g) The junior qualified "new hire" engineer not working as engineer or hostler.
3. In the absence of a bid from a Middle Division-District 1 engineer for an engineer's vacancy or new assignment on the Middle Division-District 1 seniority-district, the position will be filled in the following sequence:
- (a) The junior qualified common rights Middle Division-District 1 engineer working in a demoted status.
  - (b) The junior qualified Middle Division-District 1 engineer working in a demoted status on the seniority district holding seniority, and working, in the class of service in which the vacancy exists.
  - (c) The junior qualified Middle Division-District 1 engineer working in a demoted status on the seniority district holding prior rights in the class of service in which the vacancy exists.
  - (d) The junior qualified Middle Division-District 1 engineer working in a demoted status on the seniority district holding seniority in the class of service in which the vacancy exists.
  - (e) The senior Kansas City Division engineer with a bid or standing bid for the vacancy.
  - (f) The junior qualified prior rights Kansas City Division engineer working in a demoted status on the Kansas City Division.
  - (g) The junior qualified "new hire" engineer not working as engineer or hostler.

NOTE: In the application of the steps listed under 2 and 3 above, before a prior rights engineer can revert to a demoted status on his prior rights district, he must relieve the senior engineer working on that district who was force assigned off of his prior rights district under either 2(f) or 3(f) and has on file with the proper authority a written request to be relieved.

4. In the absence of a bid for an engineer's turn in one of the two pools, the turn will be filled as follows:
- (a) Steps 2(a)-(d) or 3(a)-(d), depending upon which seniority district the turn belongs.
  - (b) Standing bid from the senior engineer on the district to which the turn does not belong.
  - (c) Steps 2(f)-(g) or 3(f)-(g).

This agreement shall become effective as stipulated in Section 1 hereof and shall continue in effect thereafter, subject to thirty (30) days' advance written notice by either party of a desire to revise or modify it under the provisions of the Railway Labor Act, as amended.

SIGNED at Chicago, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 1988.

FOR THE ORGANIZATION:

FOR THE CARRIER:

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

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

6139B



# The Atchison, Topeka and Santa Fe Railway Company

80 East Jackson Boulevard  
Chicago, Illinois 60604  
312/427-4900

March 4, 1988  
47-1240-20-27

⑤

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

Dear Sir:

This is in reference to the Memorandum of Agreement covering interdivisional service through Emporia, Kansas.

It was understood between the parties that while ID engineers may be required to operate trains over the Kansas City Division-First Subdivision from time to time because of detours, time sensitive traffic, etc., it is not the parties' intent that ID engineers be required to regularly perform local work en route.

Yours truly,

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

AGREED:

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General Chairman  
Brotherhood of Locomotive Engineers

# The Atchison, Topeka and Santa Fe Railway Company



80 East Jackson Boulevard  
Chicago, Illinois 60604  
312/427-4900

*See LOA - change to 2 TURN*

March 4, 1988  
47-1240-20-27

⑥

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

Dear Sir:

Referring to Memorandum of Agreement providing for establishment of interdivisional service through Emporia, Kansas:

While the Agreement provides for placing engineers at the bottom of the 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 the home terminal to be advanced five turns from the bottom of the 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 4, 1988  
47-1240-20-27

⑦

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

Dear Sir:

This is in reference to the Memorandum of Agreement covering interdivisional service through Emporia, Kansas.

An engineer from either pool who is run around in the terminal or en route will, upon request, be given his turn back at the away-from-home terminal. If the engineer is unable to secure his turn at the away-from-home terminal because of rest, "third rail", etc., he will be given his original turn, if requested, upon arrival at the home terminal in the same relative standing as when he was originally called on duty at the home terminal the previous trip, subject to availability under the Hours of Service Law.

If he requests but is unable to regain his turn at the home terminal, he will be marked up first-out on the inactive board (if applicable), or in the absence of an Active/Inactive Board, first-out in his respective pool, subject to availability under the Hours of Service Law.

Yours truly,

---

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

AGREED:

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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 4, 1988  
47-1240-20-27

8

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

Dear Sir:

Referring to Memorandum of Agreement providing for establishment of interdivisional service through Emporia, Kansas:

In connection with Kansas City Division engineers making a familiarization trip over the Middle Division, or vice versa, it was agreed the following conditions would govern if an engineer has not worked on one of the subdivisions in the 12 months prior to the date this Agreement is implemented.

A Middle Division engineer must make a round trip over the First Subdivision and a round trip over the Second Subdivision. For each of the round trips on the Kansas City Division he will be allowed one day's pay.

A Kansas City Division engineer must make a one-way trip between Emporia and Newton, a one-way trip between Newton and Arkansas City, a one-way trip between Arkansas City and Emporia, and a round trip between Emporia and Wellington. For the above trips he will be allowed a total of four days' pay.

The Carrier will provide meals and lodging at the away-from-home terminal.

Yours truly,

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

AGREED:

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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 4, 1988  
47-1240-20-27

9

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

Dear Sir:

This is in reference to the Memorandum of Agreement covering interdivisional service through Emporia, Kansas.

In connection with the provisions of the above Agreement and accompanying Side Letters, if it becomes apparent to either party to this agreement that a problem exists, the BLE Local Chairman(men) and the Superintendent or his representative will meet in an effort to resolve the situation. Failing to resolve the matter on a local basis, the matter may be appealed to the Vice President-Personnel and Labor Relations in an effort to reasonably resolve the dispute.

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 4, 1988  
47-1240-20-27

10

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

Dear Sir:

Referring to Memorandum of Agreement providing for establishment of interdivisional service through Emporia, Kansas:

It was agreed in connection with the Moving/Real Estate provisions that if an engineer working as such lived within a 30-mile radius of the Emporia depot on November 12, 1987, and bids in a turn in interdivisional service on Day One, that engineer would be considered as having his principle residence in Emporia.

An Engineer working as such who lived within the 30-mile radius on November 12, 1987 and who bids in or is forced to a turn in interdivisional service after Day One will be considered as having his principle residence in Emporia and will be entitled to the Moving/Real Estate provisions, provided he remains in the pool for 90 calendar days within the 3-year period from implementation date.

An engineer working as such who did not live within the 30-mile radius on November 12, 1987, who bid in or is forced to a turn in interdivisional service on Day One or thereafter, will be entitled to the provisions of Sections 10 and 11 of WJPA, but not the options in lieu thereof, if he remains in the pool for 180 calendar days within the 3-year period from implementation date.

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 4, 1988  
47-1240-20-27



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

Dear Sir:

This is in reference to the Memorandum of Agreement covering inter-divisional service through Emporia.

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," copy of which was distributed to employes represented by BLE, 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. Coldwell Banker must receive a bona fide offer within the 45 day Guaranteed Offer Period;
  - b. The Bona Fide Offer, less the monetary value of any negotiated conditions of sale, must exceed the Guaranteed Written Offer received from Coldwell Banker;
  - c. Coldwell Banker must be able to verify that financing has been secured by the Bona Fide Purchaser;
  - d. The home must be listed as described on page 7 of the above-mentioned booklet; and,
  - e. All conditions of Coldwell Banker's Revised Offer Provision must be satisfied.

Should the Bona Fide Offer be withdrawn or for any reason the resulting home sale is not consummated, the employe 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 employe will not be eligible to collect the \$10,000 cash incentive; or

The employe may elect Option No. 2 of the Emporia Interdivisional Agreement.

2. The five working days stipulated in Section 10(a) of WJPA will also be applicable to engineers who elect Options Nos. 1, 4, 5 or 6. In such cases, the engineer must lay off five consecutive calendar days and will be allowed five minimum days' pay.

It is understood the foregoing is without prejudice to the position of either party due to the particular circumstances in this case and will not set a precedent.

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 4, 1988  
47-1240-20-27

⑫

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

Dear Sir:

Referring to Memorandum of Agreement providing for establishment of interdivisional service through Emporia, Kansas:

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 employe the \$400.00 "lace curtain" payment on a without prejudice basis.

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 4, 1988  
47-1240-20-27

13

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

Dear Sir:

Referring to Memorandum of Agreement providing for establishment of interdivisional service through Emporia, Kansas:

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 for those engineers with an Emporia residence would be September 1, 1986. The date for engineers outside the 30-mile radius of Emporia will be November 12, 1987.

Yours truly,

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

AGREED:

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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 4, 1988  
47-1240-20-27

(141)

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

Dear Sir:

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

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

1. Carrier's offer to purchase the employe's home, as well as the optional allowance in lieu thereof, will expire after 60 days following receipt of Coldwell Banker's revised offer and will not be applicable to employees electing to apply Section 11(d), WJPA.
2. An engineer who desires to invoke Section 11(d) must notify Mr. R. L. Hinderliter, Manager-Compensation and Benefits, Santa Fe Railway, 80 E. Jackson Boulevard, Chicago, Illinois 60604, in writing, of his/her intent to do so within 60 days of receipt of the revised 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 employe's appraiser, together with information concerning the qualification and/or certification of the employe's appraiser.
4. Carrier will review the employe's appraisal and advise whether it is acceptable. If not acceptable, Carrier will notify the employe of the name of the Company's appraiser and will instruct that appraiser to contact the employe's appraiser for the purpose of selecting a qualified third or neutral appraiser.

(14)

5. The Company will give the third and neutral appraiser a copy of the employe's and 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 employe elects not to accept the neutral's appraisal of the employe's home, the Carrier is under no further obligation in connection therewith.

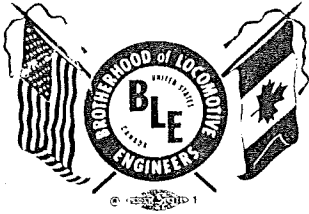
Yours truly,

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

AGREED:

---

General Chairman  
Brotherhood of Locomotive Engineers



# 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

April 5, 1989  
760-25

G. E. METTLER, JR.  
First Vice-Chairman

Mr. B. J. Wheat  
Local Chairman, BLE Div. 130  
13729 W. 75th Place  
Lenexa, KS 66216

Mr. G. G. Shy  
Local Chairman, BLE Div. 777  
R.R. 1, Box 478A  
Liberty, MO 64068

Dear Sirs and Brothers:

Please refer to previous telephone conversations and discussion at your Division meetings in connection with the protection of ID service when a particular pool is exhausted.

I am herewith enclosing a copy of a letter received from the Carrier which advises that it will be their intent to use the guaranteed extra board at Kansas City should a particular pool become exhausted.

We must advise that we cannot refute the information contained in Carrier's letter in connection with the intent of the language in that particular section of the Agreement that has generated controversy nor can we deny that the extra board provides the source of supply for engineers when a pool is exhausted at all other locations.

This office has had verbal conversation with Rick Lederer in connection with the active/inactive board concept as it applies to extra board engineers. Mr. Lederer advises that it is necessary that an engineer be activated, and if that person should happen to be an extra board engineer, they will notify that engineer at the time of activation.

In the event you find that contained in this letter and the Carrier's letter to not be satisfactory, then I think you have to contemplate whether or not you desire to keep the side letter that provides for the active/inactive board concept or not and, additionally, whether you desire to keep your pools separated as they presently are.

Mr. B. J. Wheat  
Mr. G. G. Shy  
Page 2  
April 5, 1989

While we recognize that this will not be palatable to all concerned, perhaps it will at least clear up some of the confusion that has existed in the past.

Fraternally truly,

C. A. McDaniel, Jr.

CAM:bb

Enclosure