

051-72-10  
A-77-537

MEMORANDUM OF AGREEMENT entered into 10th day of April, 1972, at Dallas, Texas, by and between The Atchison, Topeka and Santa Fe Railway Company, Eastern and Western Lines (Northern and Southern Divisions), and the Brotherhood of Locomotive Engineers pursuant to Article VIII, "Interdivisional, Inter-seniority District, Intradivisional and/or Intraseniority District Service (Freight or Passenger)" of the National Agreement dated May 13, 1971:

IT IS AGREED:

PART I

In accordance with Section 1 of Article VIII of the National Agreement dated May 13, 1971, the company will establish interdivisional and/or inter-seniority district service for freight engineers as set forth below:

- (a) Purcell, Oklahoma will be eliminated as an away from home terminal, and engineers on the Oklahoma District, Middle Division, and First District, Northern Division, will operate between Arkansas City, Kansas and Gainesville, Texas.
- (b) Arkansas City will continue to be the home terminal for Oklahoma District, Middle Division crews and Gainesville, Texas will continue to be the home terminal for First District, Northern Division crews.
- (c) Arkansas City engineers upon arrival at Gainesville will be called for service subject to their availability under the Hours of Service Law, ahead of any Gainesville engineers, and without penalty. Gainesville engineers upon arrival Arkansas City will be called for service subject to their availability under the Hours of Service Law, ahead of any Arkansas City engineers, and without penalty. The Superintendent, or his designated representative, and the local chairmen will meet periodically for the purpose of making whatever adjustments or changes necessary in the manner in which crews are placed or marked up on the respective boards to avoid excessive held away from home terminal time. Initially, to gain experience, if 2 Arkansas City engineers are rested and available, they will be used out of Gainesville and then a Gainesville home terminal engineer. Gainesville engineers will be marked up first out after rest for use out of Arkansas City, and for each Gainesville engineer used a home terminal Arkansas City engineer will be used.

PART II

- (a) All miles run over 100 shall be paid for at the mileage rate established by the basic rate of pay for the first 100 miles or less.
- (b) When an engineer is required to report for duty or is relieved from duty at a point other than the on and off duty points fixed for the service established hereunder, the Carrier shall authorize and provide suitable transportation for the engineers.
- (c) On runs established in interdivisional service engineers will be allowed \$1.50 meal allowance after four hours at the away from home terminal and another \$1.50 allowance after being held an additional eight hours.
- (d) In order to expedite the movement of inter-divisional runs, engineers on runs of 100 miles or less will not stop to eat except in cases of emergency or unusual delays. For engineers on runs of more than 100 miles, the Carrier shall determine the conditions under which such crews may stop to eat. When engineers on runs of more than 100 miles do not stop to eat, engineers of such crews shall be paid an allowance of \$1.50 for the trip.

PART III

- (a) An engineer's vacancy on a run originating on the Oklahoma District, Middle Division, including work trains or turn-arounds out of Arkansas City, will be protected by a Arkansas City extra board engineer and if no such extra engineer, by use of senior demoted engineer. An engineer's vacancy on a run originating on the First District, Northern Division, including work trains or turn-arounds out of Gainesville, will be protected by a Gainesville extra board engineer and if no such extra engineer, by use of senior demoted engineer. Any irregular freight service originating between Arkansas City and Purcell will be protected by Arkansas City engineers and any such service originating between Gainesville and Purcell will be protected by Gainesville engineers except as otherwise specified herein. Service to Enid will be protected by a home terminal engineer from the point the service originates.

*Enid will be an away from home terminal for engineers in post service*

*Senior Demoted Engineer*

PART III (Cont'd)

- (b) An engineer protecting service under this agreement required to exchange trains with another engineer en route, will be allowed additional compensation in accordance with provisions of Article 7 (c) A. (2) of the engineer's schedule in effect on the Eastern and Western Lines excluding Northern and Southern Divisions, and Award of Arbitration Nos. A-3437 and A-3546, effective February 1, 1953, in effect on the Western Lines, Northern and Southern Divisions.
- (c) Engineers protecting service under the terms of this agreement will be governed by the current Eastern Lines agreement rules between Arkansas City and Purcell and the current Western Lines (Northern and Southern Divisions) agreement rules between Gainesville and Purcell.

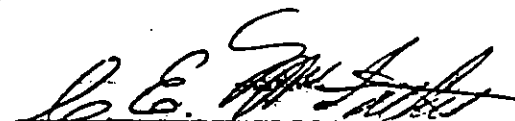
PART IV

Nothing herein contained shall be construed as modifying or amending any of the provisions of the Schedule Agreements between the Carrier and the B.L.E., except as herein provided.

PART V

This agreement shall become effective April 24, 1972, and remain in full force and effect until changed in accordance with the provisions of the Railway Labor Act, as amended.

FOR THE ORGANIZATION

  
C. E. McFather, General Chairman

  
T. L. Henderson, General Chairman

FOR THE CARRIER

  
L. M. Olson, General Manager

  
F. N. Stuppi, General Manager