

MEMORANDUM OF AGREEMENT entered into the 23rd day of January, 1973, at Amarillo, Texas, by and between The Atchison, Topeka and Santa Fe Railway Company, Western Lines, and the Brotherhood of Locomotive Engineers pursuant to Article VIII, "Interdivisional, Interseniarity District, Intradivisional and/or Intraseniarity 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 intradivisional and/or intraseniarity district service for unassigned freight engineers on the New Mexico Division as set forth below:

(a) Roswell, New Mexico will be eliminated as an away-from-home terminal, and Carlsbad District engineers will operate between Clovis, New Mexico, and Carlsbad, New Mexico.

(b) Clovis will continue to be the home terminal and Carlsbad will be the away-from-home terminal for Carlsbad District engineers.

#### PART II

The following provisions apply to engineers in unassigned freight service who run through Roswell:

(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 crews are required to report for duty, or are 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) Engineers will be allowed a \$2.00 meal allowance after four hours at the away-from-home terminal, and another \$2.00 allowance after being held an additional eight hours.

(d) The Carrier shall determine the conditions under which engineers may stop to eat. When engineers do not stop to eat, they shall be paid an allowance of \$1.50 for the trip.

### PART III

(a) Unassigned freight service on the Carlsbad District that does not operate from Clovis to Carlsbad or from Carlsbad to Clovis will be protected as follows:

(1) If the service originates at Clovis or between Clovis and Roswell short of Roswell, it shall be considered as "other than pool freight service" and will be protected by the junior group of engineers on the board at Clovis.

(2) If the service originates at Carlsbad or Roswell or between those points, it shall be protected as specified in the Road Zoning Agreement.

(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 Engineers' Schedule.

### PART IV

Engineers in pool freight and in unassigned service held at other than home terminal will be paid on the minute basis for the actual time so held after the expiration of sixteen hours from the time relieved from previous duty at a rate per hour of 1/8th of the daily rate paid them for the last service performed. Should an engineer be called for service or ordered to deadhead after pay begins, held away from home terminal time shall cease at the time pay begins for such service or deadheading. Payments accruing under this rule shall be paid for separate and apart from pay for the subsequent service or deadheading.

### PART V

Engineers in intradivisional service will be permitted to advance the starting date of their vacations to coincide with the commencement of their layover days.

### PART VI

Nothing herein contained shall be construed as modifying or amending any of the provisions of the Schedule Agreement between the Carrier and the Brotherhood of Locomotive Engineers, except as herein provided.


PART VII

This agreement shall become effective at 12:01 AM, February 11, 1973, and remain in full force and effect until changed in accordance with the provisions of the Railway Labor Act, as amended.

FOR THE BROTHERHOOD OF LOCOMOTIVE  
ENGINEERS:

  
\_\_\_\_\_  
General Chairman

FOR THE CARRIER:

  
\_\_\_\_\_  
General Manager