

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, 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 Los Angeles and Barstow, and between Barstow and San Diego, California. Los Angeles will be the home terminal. Barstow and San Diego will be the away-from-home terminals. San Bernardino is eliminated as a terminal for pool freight service. 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 otherwise provided herein.

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 the engineer 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 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 such engineers may stop to eat. When engineers 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:

Los Angeles - Barstow	149 miles
Barstow - San Diego	227 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, derailment, etc.; i.e., an Act of God, and 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 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 Barstow and San Bernardino, including San Bernardino - ID pool freight engineer standing first out at Barstow
- Between San Bernardino and Los Angeles - Extra board engineer at Los Angeles
- Between San Bernardino and San Diego - Extra board engineer at San Diego or San Bernardino, whichever is closer

EASTBOUND TRAINS

- Between Los Angeles & San Bernardino, including San Bernardino - ID pool freight engineer standing first out at Los Angeles
- Between San Diego and San Bernardino, including San Bernardino - Extra board engineer at San Diego or San Bernardino, whichever is closer
- Between San Bernardino & Barstow - ID pool engineer standing first out at Barstow (see Note)

Note: When an ID engineer is used to provide Hours of Service relief under this circumstance, the engineer will be allowed actual miles run, with a minimum of a basic day's pay, and will stand first out for service or deadhead subject to availability under the Hours of Service Law.

Protecting Other Than ID Service

All unassigned service, other than ID between Los Angeles and Barstow, or Barstow and San Diego will be protected by the Los Angeles, San Bernardino or San Diego extra boards. Extra board engineers may protect other than ID service operating through San Bernardino or Los Angeles on a continuous time/mileage basis. 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

San Bernardino area on August 31, 1987, 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 April 1, 1989.

Signed at Chicago, Illinois this 26th day of January, 1989.


FOR THE BROTHERHOOD OF LOCOMOTIVE  
ENGINEERS:

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

FOR THE CARRIER:

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

APPROVED:

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

03240

# The Atchison, Topeka and Santa Fe Railway Company



80 East Jackson Boulevard  
Chicago, Illinois 60604

January 26, 1989  
47-1240-20-25

Mr. G. E. Mettler, General Chairman  
Brotherhood of Locomotive Engineers  
2920 "H" Street, Suite 106  
Bakersfield, California 93301

Dear Sir:

Referring to proposed agreement to establish interdivisional pool freight service through San Bernardino.

This will confirm our discussions concerning the need for a longer call to ID engineers for service out of Los Angeles during the time periods of 7:00 A.M.-10:00 A.M. and 3:00 P.M.-6:00 P.M. when the freeway traffic is heavy. It was understood the Carrier will make every effort to give engineers a two and one-half to three hour call at such times. No discipline will be assessed an engineer who is delayed in reporting for work by a documented freeway tie-up.

Yours truly,

A handwritten signature in cursive script that reads "Russell E. Hagberg".

Russell E. Hagberg  
Vice President-Personnel  
and Labor Relations

cc: Mr. J. L. Dayton, Vice President  
Brotherhood of Locomotive Engineers  
14530 N.E. Blue Bird Hill Lane  
Dayton, Oregon 97114



# The Atchison, Topeka and Santa Fe Railway Company

1700 East Golf Road  
Schaumburg, Illinois 60173-5800

November 8, 1991

Mr. A. G. Delyea  
General Chairman  
United Transportation Union (CT&Y)  
2110 E. First Street  
Suite 112  
Santa Ana, CA 92705-4095

Dear Sir:

This has reference to our discussions concerning crews operating between Los Angeles and Barstow in unassigned train service.

This will confirm our understanding that Article 10(k) (1) and 10(g) (3) of the Conductors and Trainmen's Agreement will be applicable to interdivisional crews working between Los Angeles and Barstow, whether or not the crews operate over the Pasadena or San Bernardino route. In other words, crews operating over either subdivision would be considered as operating over the same route.

The foregoing is without prejudice to either party's position, and may be canceled upon 10 days' written notice. This understanding will become effective on November 15, 1991. If the foregoing correctly describes our understanding, please signify below.

Yours truly,

James M. Harrell  
Director - Labor Relations

AGREED:

General Chairman, United  
Transportation Union (CTY)