

MEMORANDUM OF AGREEMENT entered into 14th day of March, 1972, 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) Vaughn, New Mexico will be eliminated as an away-from-home terminal, and the First and Second District engineers will operate between Clovis, New Mexico and Belen, New Mexico.
- (b) Clovis will continue to be the home terminal for present First District engineers, and Belen will continue to be the home terminal for present Second District engineers, with no change of home terminals as of the date of this agreement.
- (c) Initially, to develop experience and determine service requirements, Clovis engineers upon arrival at Belen will be marked on the Board in proper order ahead of Belen engineers for service back to Clovis subject to their availability under the Hours of Service Law, provided no more than two Clovis engineers will be operated out of Belen before using a Belen engineer. Belen engineers upon arrival at Clovis will be marked on the Board in proper order ahead of Clovis engineers for service back to Belen, subject to their availability under the Hours of Service Law, provided no more than two Belen engineers will be operated out of Clovis before using a Clovis engineer. The Superintendent, or his designated representative, and the Local Chairman, will meet periodically for the purpose of making whatever adjustments or changes necessary in the manner in which engineers are placed or marked up on the respective boards to avoid excessive held-away-from-home terminal time.
- (d) As and when engineers at Belen retire or otherwise leave the service of the Company for any reason, or voluntarily elect to transfer from Belen to Clovis, following

the effective date of this agreement, additional engineers will be assigned as needed to work out of Clovis, which will have the effect through attrition of eventually eliminating Belen as a home terminal for unassigned freight engineers, as no additional engineers will be assigned with home terminal at Belen.

NOTE: In applying this rule, employes holding seniority as road engineer and/or road fireman on the former Pecos Division seniority district as of the effective date of this agreement will be designated as "Belen rights engineers" and as such will retain the right to a home terminal at Belen, seniority permitting, when working as unassigned engineers. In application of the Zoning Agreement and to protect the present men at Belen, 45% of the turns established or discontinued will be allocated to Belen for a period of two years, not to exceed a maximum of 27 turns at Belen at any time. Furthermore, no engineer will be forced to Belen for service as engineer in unassigned freight service; in lieu thereof, the turn will be established at Clovis. At the expiration of two years, an engineer will establish the turn at either Clovis or Belen depending upon the point where he has established residence, with the understanding that the home terminal for all men employed after March 18, 1972, will be Clovis.

## PART II

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

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

### PART III

(a) The mileage made by engineers assigned to the Combined Boards at Clovis (First District), and Belen, will be used to regulate the number of engineers assigned to such Boards. When a Belen rights engineer, as defined in Part I(d) hereof, is assigned to the Board or displaces on the Board, he may designate either Clovis or Belen as his home terminal.

(b) Service that does not operate from Clovis to Belen or from Belen to Clovis will be considered as "other than pool freight service" and will be protected by the junior group of engineers on the Board at either Belen or Clovis, depending upon the originating terminal. An engineer called to protect such service will, upon return to the home terminal, be given his turn back if it did not stand to be called during his absence; if it did stand to be called during his absence, he will be placed first out at the expiration of eight hours from the time he returns to the home terminal. The foregoing takes precedence over any provision of the Combined Board Agreement that is in conflict therewith. This rule is not applicable to a First/Second District pool freight engineer used on the Carlsbad District.

(c) An engineer called in unassigned freight service from either Belen to Clovis, or from Clovis to Belen, with a side trip on the Estancia District, who is runaround on the road by another engineer called in unassigned freight service from the same initial terminal to the same objective terminal, may take his turn at the distant terminal in the order in which it departed from the initial terminal, subject to the provisions of Article 11(a-4) of the Engineers' Schedule.

(d) 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

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 V

This agreement shall become effective at 12:01 AM, March 18, 1972, 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:

  
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C. E. McFather, General Chairman

FOR THE CARRIER:

  
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F. N. Stuppi, General Manager