

MEMORANDUM OF AGREEMENT between The Atchison, Topeka and Santa Fe Railway Company and its employes represented by the United Transportation Union (CT&Y Committee), Coast Lines.

IT IS AGREED:

If the Carrier elects to assign local freight, work train or road switcher service less than the minimum number of days per week prescribed by the current rules, the following will apply:

- (1) Local freight, work trains, and road switcher assignments will not be for less than five days per week.
- (2) When an assignment is reduced below the minimum number of days required by the present rule, six (6), fifty percent (50%) of the day saved because of reducing the assignment below the current minimum of six (6) days, exclusive of overtime, arbitraries or special allowances, will be divided by the number of days the job is assigned under this Agreement. An allowance in this amount will then be paid to the conductor and brakemen (extra or regular) for each day worked in addition to all other earnings. The allowance does not become a part of the basic rate, and will not be used in computing overtime, special allowances, arbitraries, etc.

EXAMPLE NO. 1:

Road switcher is reduced from 6 or 7 days per week to 5 days

	<u>CONDUCTOR</u>	<u>BRAKEMAN</u>
Basic Road Switcher Rate	\$ 84.05	\$ 79.10
	x 50%	x 50%
	<u>42.0250</u>	<u>39.5500</u>
Daily increment for the reduced work week.	: 5	: 5
	\$ 8.4050	\$7.9100

In addition to the regular earnings for working on the above assignment, a conductor would receive \$8.41 and a brakeman \$7.91.

EXAMPLE NO. 2:

Local is assigned to work six days per week as follows:

Monday	Point "A" to "B"	125 miles
Tuesday	Point "B" to "A" via Point "C"	136 miles

Wednesday	Point "A" to "B"	125 miles
Thursday	Point "B" to "A"	125 miles
Friday	Point "A" to "D"	100 miles
Saturday	Point "D" to "A" via Point "E"	110 miles

Assignment is reduced to 5 days by turning assignment short of Point "D", advertising the train to operate Point "A" to "F" and return on Friday a distance of 100 miles. Savings will be computed as follows:

	<u>CONDUCTOR</u>	<u>BRAKEMAN</u>
Basic Rate	\$ 78.19	\$ 72.89
Overmiles (10)	7.11	6.68
	<u>85.30</u>	<u>79.57</u>
	x 50%	x 50%
	<u>42.6500</u>	<u>39.7950</u>
Daily increment for the reduced work week.	: 5	: 5
	\$ 8.53	\$ 7.957

In addition to the regular earnings for working on the above assignment, a conductor would receive \$8.53 and a brakeman \$7.96.

- (3) In the event the assignment is annulled on a holiday, each member of the crew who qualifies for holiday pay will receive the basic rate for that assignment as the holiday allowance, plus the daily increment for the reduced work week.
- (4) Should the assignment in the foregoing example work on the holiday the increment for the reduced work week will also be paid for working on the holiday.

EXAMPLE: Road switcher in EXAMPLE NO. 1 above works seven hours, fifty minutes and runs 96 miles. The crew qualifies for holiday pay. Payment will be computed as follows:

	<u>CONDUCTOR</u>	<u>BRAKEMAN</u>
Payment for working holiday:		
Time and one-half working holiday	\$126.08	\$118.65

Daily increment for reduced work week	8.41	7.91
Holiday Allowance (if qualifies):		
Basic day	84.05	79.10
Daily increment for reduced work week	8.41	7.91
Total Payment	<u>\$226.95</u>	<u>\$213.57</u>

- (5) Assignments reduced under this Agreement will be arranged to provide observance of two consecutive layover days at the home terminal of the assignment.
- (6) Where 5-day work train assignments are tied up at an outside point on the fifth day of the work week, transportation will be furnished to the home terminal provided request therefor is made upon reporting for duty on the fifth day. Likewise, such crews will be returned to the point for commencing duty on the first day of the new work week. When employes are provided transportation as set forth herein, it will be without additional expense to the Carrier. Employes requesting such transportation must be transported as a unit. This does not preclude Carrier operating work trains into the home terminal on the fifth day.
- (7) For assignments reduced under this Agreement, Article 10(d)(6) of the Conductors and Trainmen's Main Line Agreement and Article 10(g) of the Fourth District Agreement are amended to provide for five (5) days in lieu of six (6).

This Agreement will become effective December 16, 1984.

Signed at Santa Ana, California this 25th day of Oct., 1984.

FOR:

THE UNITED TRANSPORTATION UNION

A. L. Delaney
General Chairman, (CT&Y)

FOR:

THE ATCHISON, TOPEKA AND
SANTA FE RAILWAY COMPANY:

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

APPROVED:

J. H. Enley
Vice President
15128

MEMORANDUM OF AGREEMENT between The Atchison, Topeka and Santa Fe Railway Company and its employes on the Coast Lines represented by the United Transportation Union.

IT IS AGREED:

(1) Conductors and Trainmen who qualify for lodging at Carrier's expense will have the option of an allowance of \$10.78 in lieu thereof.

NOTE: The following is not applicable at locations where lodging is constructed for Carrier's use, unless otherwise agreed to.

(2) The choice of being furnished lodging or the allowance in lieu thereof, will be made in writing not later than December 1, and subject to change thereafter only on ten (10) days' written notice prior to December 1 of each year, to become effective December 16 of each year.

(3) The allowance of \$10.78 will not be subject to general wage increases or increases applicable to arbitrables or special allowances. The \$10.78 allowance will be subject to cost-of-living adjustments at the end of each calendar year with a maximum equal to the percentage adopted in subsequent National Agreements which dispose of Section 6 Notices dealing with wage increases. The cost-of-living increase or decrease will be determined from the Consumer Index utilized by the National Carriers' Conference Committee calculated on the percent of increase or decrease when comparing September of the prior year to September of the current year, to be effective January 1st of each year, commencing with 1985.

(4) If an employe accepts the allowance provided herein in lieu of lodging, such allowance will satisfy any requests for transportation between the on and off duty points and any lodging facility as well as between those locations and any eating facility.

(5) The parties to this Agreement shall not serve or progress, prior to 60 months following effective date of this Agreement, any notice or proposal for changing the allowance \$10.78, or the methods and procedures to determine COLA increases or decreases set forth in Section 3 hereof.

This agreement shall become effective December 16, 1984.

Signed at Chicago, Illinois this 25th day of October, 1984.

FOR THE ORGANIZATION:

FOR THE CARRIER:

[Signature]
General Chairman, UTU(CTRY)

[Signature]
Vice President - Personnel
and Labor Relations

APPROVED:

[Signature]
Vice President. UTU

MEMORANDUM OF AGREEMENT between The Atchison, Topeka and Santa Fe Railway Company and its employes on the Coast Lines represented by the United Transportation Union.

IT IS AGREED:

The following paragraph will be added to Article 9(c) of the Conductors and Trainmen's Agreements and Article 19(c) of the Yardmen's Agreement:

If the employe or his representative contends Carrier did not comply with the 90-day provision of paragraph (c), such position must be advanced in writing within the following 90 days or said contention will not be given further consideration.

This agreement shall become effective *November 16, 1984.*

Signed at Chicago, Illinois this *25th* day of *October*, 1984.

FOR THE ORGANIZATION:

FOR THE CARRIER:

[Signature]
General Chairman, UTU(C&Y)

[Signature]
Vice President - Personnel
and Labor Relations

APPROVED:

[Signature]
Vice President, UTU

MEMORANDUM OF AGREEMENT between The Atchison, Topeka and Santa Fe Railway Company and its employes on the Coast Lines represented by the United Transportation Union.

IT IS AGREED:

Article 9(j) of the Conductors and Trainmen's Agreements and Article 19(j) of the Yardmen's Agreement are amended to read:

Allowances made as a result of claim submitted by an employe will not be subject to adjustment after the expiration of sixty (60) days. However, any erroneous payment or allowance, not more than one year old, that resulted from mechanical or human error may be recollected upon discovery, provided the employe did not specifically claim what was covered by the erroneous payment or allowance.

This agreement shall become effective *November 16*, 1984.

Signed at Chicago, Illinois this *25th* day of *October*, 1984.

FOR THE ORGANIZATION:

FOR THE CARRIER:

A. E. Delyea
General Chairman, UTU(CT&Y)

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

APPROVED:

J. H. Esley
Vice President, UTU

MEMORANDUM OF AGREEMENT between The Atchison, Topeka and Santa Fe Railway Company and its employees on the Coast Lines represented by the United Transportation Union.

IT IS AGREED:

The "fifteen (15)" days referred to in Article 13(a) of the Conductors and Trainmen's Agreements and Article 24(a) of the Yardmen's Agreement is amended to read "thirty (30)" days, and the following paragraph will be added thereto:


Investigations will not be scheduled on holidays, the day before a holiday, or the day after a holiday. If the end of the thirty-day period within which an investigation could be scheduled to commence falls on the day before the holiday, the holiday or the day after the holiday, said investigation will be held in advance thereof. This will not apply to scheduling of investigations beyond thirty (30) days as a result of postponement(s).

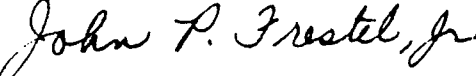
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Signed at Chicago, Illinois this *25th* day of *October*, 1984.

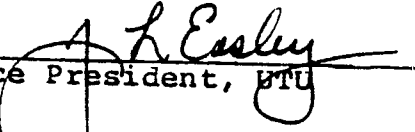
FOR THE ORGANIZATION:

FOR THE CARRIER:


General Chairman, UTU(CT&Y)


Vice President - Personnel
and Labor Relations

APPROVED:


Vice President, UTU

MEMORANDUM OF AGREEMENT between The Atchison, Topeka and Santa Fe Railway Company and its employees on the Coast Lines represented by the United Transportation Union.

IT IS AGREED:

The following will be added to Article 13(g) of the Conductors and Trainmen's Agreements and Article 24(f) of the Yardmen's Agreement:


Should either party consider the time limit provisions of this Article have been violated, such position must be advanced in writing at the next level of appeal or said contention will not be given further consideration.

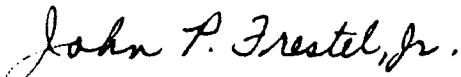
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Signed at Chicago, Illinois this *25th* day of *October*, 1984.


FOR THE ORGANIZATION:

FOR THE CARRIER:


General Chairman, UTU(C&Y)


Vice President - Personnel
and Labor Relations

APPROVED:


Vice President, UTU

MEMORANDUM OF AGREEMENT between The Atchison, Topeka and Santa Fe Railway Company and its employes on the Coast Lines represented by the United Transportation Union.

IT IS AGREED:


Article 16 of the Conductors and Trainmen's Agreements are amended by adding the following:

When an employe is cut off at his home terminal (place of residence), is working at another terminal, and has filed a request to return to his home terminal as a brakeman when brakemen are recalled, said request will be honored in line with his brakeman's seniority regardless of whether the employe is working as a conductor or brakeman at the time of recall.

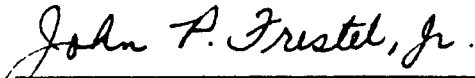
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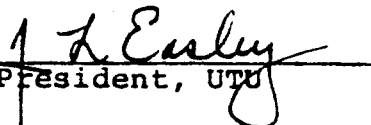
FOR THE ORGANIZATION:


General Chairman, UTU(CT&N)

FOR THE CARRIER:


Vice President - Personnel
and Labor Relations

APPROVED:


Vice President, UTU

MEMORANDUM OF AGREEMENT between The Atchison, Topeka and Santa Fe Railway Company and its employes on the Coast Lines represented by the United Transportation Union.

IT IS AGREED:

Article 16(b) of the Conductors and Trainmen's Agreements is amended to read:

All brakemen who are to be promoted to position of conductor will be examined by the Superintendent or his authorized representative. Brakeman failing to pass satisfactory examination shall forfeit his right of promotion for a period of six months, but will retain his rights as brakeman. Dual rights brakemen/yardmen failing to pass a second examination for promotion shall forfeit all road seniority and will thereafter be confined to yard service. Such employe will not be eligible to reestablish road seniority. Brakemen not holding yard rights who fail to pass a second examination for promotion shall, at the discretion of the superintendent, be dismissed or assigned to other service.

This agreement shall become effective October 25, 1984.

Signed at Chicago, Illinois this 25th day of October, 1984.

FOR THE ORGANIZATION:

FOR THE CARRIER:

A. R. Delaney
General Chairman, UTU (CT&Y)

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

APPROVED:

J. L. Easley
Vice President, UTU

MEMORANDUM OF AGREEMENT between The Atchison, Topeka and Santa Fe Railway Company and its employes on the Coast Lines represented by the United Transportation Union.

IT IS AGREED:

Article 16(g), first paragraph, of the Conductors and Trainmen's Agreements is amended to read:

Superintendents shall prepare annually a seniority list. A copy of such list will be posted at terminals, and copy will be furnished the effected local chairmen and the general chairman of the United Transportation Union.

and Article 28 of the Yardmen's Agreement is amended to read:

Seniority lists will be revised as of January of each year; copy thereof to be posted where crew board is maintained and copy furnished to the general chairman and to the interested local chairmen.

This agreement shall become effective *November 16*, 1984.

Signed at Chicago, Illinois this *25th* day of *October*, 1984.

FOR THE ORGANIZATION:

FOR THE CARRIER:

A. L. Deluca
General Chairman, UTU(C&Y)

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

APPROVED:

J. K. Easley
Vice President, UTU

MEMORANDUM OF AGREEMENT between The Atchison, Topeka and Santa Fe Railway Company and its employes on the Coast Lines represented by the United Transportation Union.

IT IS AGREED:


The words "five days" contained in Article 51, Section 2 of the Conductors and Trainmen's Agreement on the Main Line, Article 40, Section 2 of the Conductors and Trainmen's Agreement on the Fourth District and Article 36(d) of the Yardmen's Agreement are amended to read "ten days".

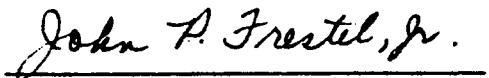
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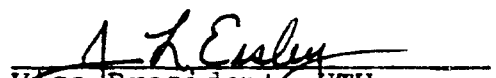
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Vice President - Personnel
and Labor Relations

APPROVED:


Vice President, UTU

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IT IS AGREED:

The following will be added to the Conductors and Trainmen's Agreements:


When a pool freight conductor is not available for any reason at the away-from-home terminal, his vacancy will be protected by the senior demoted conductor on that crew. The crew will be operated as a reduced crew under the Crew Consist Agreement if the train qualifies therefor.

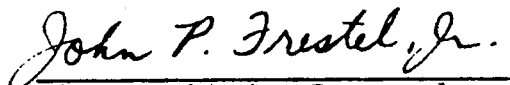
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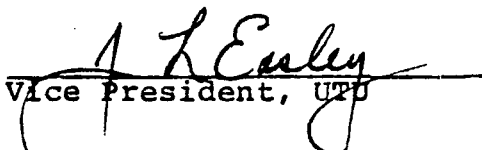
FOR THE ORGANIZATION:

FOR THE CARRIER:


General Chairman, UTU(CT&Y)


Vice President - Personnel
and Labor Relations

APPROVED:


Vice President, UTU

MEMORANDUM OF AGREEMENT between The Atchison, Topeka and Santa Fe Railway Company and its employes on the Coast Lines represented by the United Transportation Union.

IT IS AGREED:

The understanding of July 13, 1972 is cancelled, and the following will be placed into effect:


Formal investigation(s) will not be scheduled account of a personal injury(s) of an employe(s) unless the Carrier's normal preliminary investigation develops a substantial reason to believe that a violation of a specific operating or safety rule may have occurred which caused such injury.

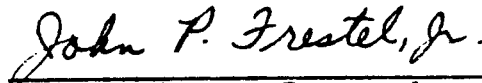
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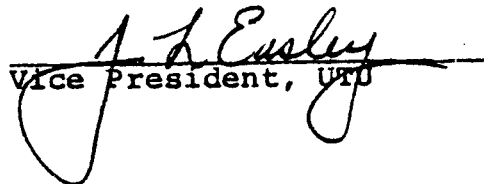
FOR THE ORGANIZATION:

FOR THE CARRIER:


General Chairman, UTU(OT&Y)


Vice President - Personnel
and Labor Relations

APPROVED:


Vice President, UTU

MEMORANDUM OF AGREEMENT between The Atchison, Topeka and Santa Fe Railway Company and its employes on the Coast Lines represented by the United Transportation Union.

IT IS AGREED:


Article 1 of the Yardmen's Schedule is amended by deleting the lower retarder operator (route selector) rate. The higher retarder operator (hump yard) rate will apply to all retarder operators.

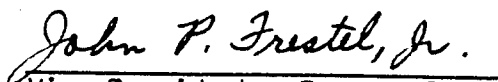
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Signed at Chicago, Illinois this 25th day of October, 1984.

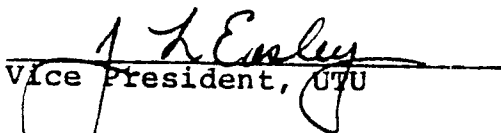
FOR THE ORGANIZATION:

FOR THE CARRIER:


General Chairman, UTU(C&Y)


Vice President - Personnel
and Labor Relations

APPROVED:


Vice President, UTU

MEMORANDUM OF AGREEMENT between The Atchison, Topeka and Santa Fe Railway Company and its employees on the Coast Lines represented by the United Transportation Union.

IT IS AGREED:

The following will be added to Article 12(d)(1) of the Yardmen's Agreement:


Subject to the concurrence of the local chairman and the superintendent, yardmen mileage extra boards may be substituted for guaranteed yard extra boards. When mileage extra boards are established, they will be in effect for a minimum of six months following which they may be abolished subject to ten days' advance written notice by the local chairman or the superintendent. While yardmen's mileage extra boards are in effect, the provisions of Article 12(d)(1) will apply and Article 12(d)(2) will have no application thereto.

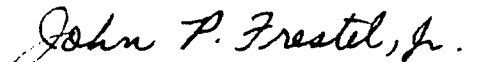
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Signed at Chicago, Illinois this *25th* day of *October*, 1984.

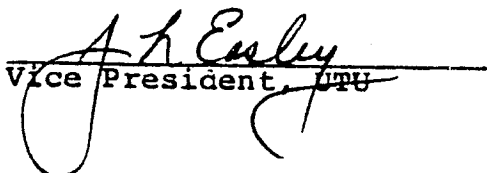
FOR THE ORGANIZATION:

FOR THE CARRIER:


General Chairman, UTU(C&Y)


Vice President - Personnel
and Labor Relations

APPROVED:


Vice President, UTU

MEMORANDUM OF AGREEMENT between The Atchison, Topeka and Santa Fe Railway Company and its employes on the Coast Lines represented by the United Transportation Union.

IT IS AGREED:

Any rules presently in effect concerning road crews eating en route are amended to include the following:

When a pool freight crew is on duty in excess of eight hours and has not stopped to eat en route, each crew member will be allowed \$5.00, which allowance will not be subject to any wage increases and/or cost of living adjustments. It is understood if any member of the crew requests to stop the train en route to eat, and the request is granted, the allowance provided herein will not be applicable.


NOTE: The foregoing is not applicable to pool crews c'ting through Los Angeles.


This agreement shall become effective December 16, 1984.

Signed at Chicago, Illinois this 25th day of October, 1984.

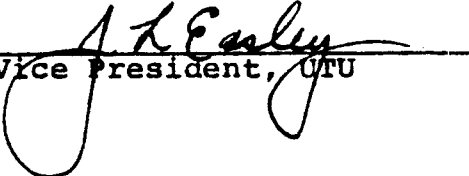
FOR THE ORGANIZATION:

FOR THE CARRIER:


General Chairman, UTU(CT&Y)


Vice President - Personnel
and Labor Relations

APPROVED:


Vice President, UTU



The Atchison, Topeka and Santa Fe Railway Company

80 East Jackson Boulevard
Chicago, Illinois 60604

October 23, 1984
47-680

Mr. A. G. Delyea, General Chairman
United Transportation Union (CT&Y)
2110 E. First Street, Suite 121
Santa Ana, California 92705

Dear Sir:

The following interpretation will govern in computation of "time lost" in discipline cases or where improperly held out of service for medical reasons:

1. The earnings of the claimant for twelve (12) months prior to removal from service will be compared to the average earnings of two employes, the one immediately above and the one immediately below the claimant on the seniority roster for the same twelve (12) month period to arrive at an earnings ratio.
2. If either of the two employes had no earnings during any one or more of the twelve (12) months, that month(s) will be disregarded for that employe and sufficient prior month(s) will be used to arrive at a total of twelve (12) months, if possible. If not possible, the next employe, either junior or senior, will be used for the 12-month period.
3. The ratio of the claimant's earnings to average earnings of the two employes during the twelve (12) months will be used to compute "time lost" by applying this ratio to average earnings of the two employes during the period in which "time lost" is to be allowed.

Example: If the claimant's earnings during the preceding twelve (12) months was \$35,000 and the average earnings to the two employes was \$35,775, the ratio would be 97.83 percent. Applying the 97.83 percent to average earnings (\$45,300, for example) of the two employes during the "time lost" period, the claimant would be allowed \$44,316.99 for "time lost." If, however, the claimant had earnings of \$38,000 during the preceding twelve (12) months, the ratio in the above example would be 106.22 percent and the "time lost" would amount to \$48,117.66 rather than \$44,316.99.

4. The foregoing is not applicable to cases of "time lost" of less than thirty (30) calendar days nor to employes who were medically unable to perform service during the entire period in which "time lost" is to be computed.
5. In each case involving payment for time lost the General Chairman will be furnished a copy of the Carrier's method of computation that includes the amount of payment due to the claimant.

Yours truly,

John P. Frestel, Jr.

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

ACCEPTED:

A. G. DeLuz
General Chairman, UTU(CT&N)