

Stockton ID Herder Agreement

The Atchison, Topeka and Santa Fe Railway Company



Juun 29, 1995
San Bernardino, Ca.

Mr. J. F. Holden, General Chairman
United Transportation Union
2119 E. First Street, Suite 112
Santa Ana, California 92705-4095

Dear Sir:

This has reference to our discussion concerning the establishment of a independent herder position at Stockton to perform all the duties of a regular herder as well as assist inbound and outbound freight crews.

The independent herder may be required to:

1. Herd power, including making air hose couplings between the engine and train and MUing the assembled consist.
2. Assist in making pick ups including set and release of hand brakes, making couplings, and relaying and/or giving instructions via hand and/or radio signals.
3. Assist in making set outs; spotting and securing cars, relaying and/or giving instructions via hand and/or radio signals; including assisting in setting out bad order cars.
4. Line main track and yard switches within switching limits.
5. Make air hose couplings between cars and assist in or perform initial terminal inspection and air test.
6. Air hose coupling (Code 13) will be allowed for each tour of duty.
7. When assisting a road crew, the independent herder will become a member of that crew.

(2)

It is understood that when a independent herder assists a conductor in performing service defined by Article II (2) of the 1992 Memorandum of Agreement as a work event, the service performed will still be a work event for the Conductor.

Questions and Answers

Q1 May an independent herder be required to bleed cuts of cars at times when he/she is not assisting a road crew?

A1 Yes.

Q2 If the independent herder is required to handle an ETD when assisting a road ground crew, will the road ground crew, also, be allowed payment for handling the ETD (Code 34)?

A2 Yes.

Independent herders will be paid footboard yardmaster rate and will be handled in accordance with the schedule provisions for herders.

This agreement will become effective immediately and will continue in effect subject to ten (10) days written notice by either party of a desire to change or terminate same.

If the foregoing correctly describes our understanding, please sign below.

Respectfully,

T. H. Eshelman

Mr. T. H. Eshelman
Regional Mgr. - Labor Relations

AGREED:

A. F. Holden
General Chairman
United Transportation Union (CTY)

J. E. Carr
Local Chairman - Stockton

BNSF



GENE L. SHIRE
General Director Labor Relations

Burlington Northern Santa Fe

2600 Lou Menk Drive
P.O. Box 961030
Fort Worth, Texas 76161-0030
(817) 352-1076

Mr. J. F. Holden
General Chairman UTU
2110 East First Street
Suite 112
Santa Ana, CA. 92705-4095

May 19, 1998

Dear Mr. Holden,

Reference out conversation of even date concerning the temporary extension of switching limits at Stockton, Ca., for the Independent Herder only.

It is understood that the switching limits at Stockton, CA. shall be temporarily extended from the UP Stockton Tower at MP 92.7 to El Pinal, MP 95.1. This temporary extension shall apply to Independent Herder positions only and shall have no force, effect or application to any other road or yard crew, or single-position assignment, subject to the UTU Coast Lines Agreements.

It is further understood that this temporary extension of switching limits shall expire upon completion of the signalization and automation of the new BNSF/UP-SP connection at El Pinal. Once this project is completed and operational, the switching limits shall revert to MP 92.7 at UP Stockton Tower.

If you are agreeable to the foregoing terms, please so indicate on copy of this letter, returning an executed copy to the undersigned.

If you have any questions or comments, please feel free to call me at (817) 352-1076

Sincerely,

A handwritten signature in black ink, appearing to read "Gene L. Shire".

AGREED:

A handwritten signature in black ink, appearing to read "J. F. Holden".

General Chairman

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