



The Atchison, Topeka and Santa Fe Railway Company



1700 East Golf Road  
Schaumburg, Illinois 60173-5860

May 14, 1992

Mr. A. G. Delyea, General Chairman  
United Transportation Union  
2110 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 Los Angeles to 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 Muling the assembled consist.
2. Assist in making pick ups including set and release of hand brakes, making joints, 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 performing initial terminal inspection and air tests.
6. Air hose coupling (Code 13) will be allowed for each tour of duty.
7. When assisting a road crew inside switching limits, the independent herder will become a member of that crew.

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.

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Questions and Answers

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

✓A1 Yes.

✓Q2 If the independent horder 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)?

Q2 Yes.

Independent horders will be paid horder rate of pay and will be handled in accordance with the schedule provisions for horders/engine foremen.

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,



Ms. Marka L. Hughes  
Manager - Labor Relations

AGREED:

  
General Chairman  
United Transportation Union (CTU)

  
Local Chairman - Los Angeles

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MAY 14 1992

The Atchison, Topeka and Santa Fe Railway Company



740 E. Carnegie Drive  
San Bernardino, CA 92374

September 21, 1993

VIA MAIL AND FAXCOM

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 conversation concerning our letter of May 14, 1992 wherein we established independent herder positions at Los Angeles.

With this letter our understanding is revised as follows:

1. Independent herders at Los Angeles will perform all of the duties of a regular herder as well as assist inbound and outbound freight crews.
2. Independent herders will be paid footboard yardmaster rate and will be handled in accordance with the schedule provisions for herders.

These revisions and amendments to our letter of understanding of May 14, 1992, will become effective at 12:01 A.M., September 23, 1993 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,

*Thomas H. Eshelman*

Thomas H. Eshelman  
Regional Manager - Labor Relations

AGREED:

*A. G. Delyea*

General Chairman  
United Transportation Union (CTY)

*[Signature]*

Local Chairman - UTU Local 1944