

AGREEMENT

between

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY

and its employes represented by the

**UNITED TRANSPORTATION UNION (CT&E Committees)
COAST LINES****IT IS AGREED:**

Pursuant to Article VII, UTU National Agreement of January 27, 1972, The Atchison, Topeka and Santa Fe Railway Company will establish inter-divisional (ID) service for pool freight crews and passenger service firemen as set forth below:

Terminals

Interdivisional pool freight crews and passenger service firemen will operate between the terminals of Needles, California, and Winslow, Arizona. Needles and Winslow will remain home terminals as presently defined. Seligman will remain a terminal for other than interdivisional service. Pool freight crews in interdivisional service will only protect ID runs, and will not be used in turnaround service, except as provided herein.

Calling Ratio

Carrier will determine the ratio of calling home terminal/away-from-home terminal pool freight crews at Needles and Winslow dependent upon the needs of service and distribution of away-from-home and home terminal crews, which ratio will not exceed 5:1.

If either party to this Agreement is of the opinion application of the specified ratio creates an undue hardship and imbalance, the matter will be discussed between the General Chairman and the General Manager, or his representative. Failing to resolve the issue at this level, the matter may be appealed to the Vice President - Personnel and Labor Relations in an effort to reasonably resolve the dispute, including conference, if necessary, which will be held as soon as possible.

Active-Inactive Boards

When a pool freight crew arrives at its home terminal, such crew will be placed to the bottom of the home terminal board. Crews from the other home terminal arriving at the same location will be placed to the bottom of the away-from-home terminal board. These boards shall be designated as the "inactive boards."

For the benefit of pool freight crews at their home terminal, Carrier will, each eight hours, move sufficient home terminal and away-from-home terminal crews from the inactive boards to a so-called "active board", which board will govern the order in which home and away-from-home crews will be called during the next eight-hour period based on anticipated service, and such "active board" will only protect ID service. While Carrier has the right to determine the ratio for calling pool freight crews, Carrier will not exceed a ratio of 5:1, away-from-home terminal vs. home terminal or vice versa.* If the Carrier determines a need to deadhead surplus away-from-home pool freight crews, such crews will not be counted in the ratio, but will be counted as turns.

*NOTE: In the absence of an available (rested) away-from-home terminal pool freight crew, home terminal crews may be called in excess of the ratio of 5:1. In an emergency, the ratio will not be applicable.

The active board will be updated each four (4) hours, by deleting crews that have been called during the prior four hours, as well as adding crews to the active board. Home terminal crews (at their home terminal), when placed on the active board, will not have their order (number of times out) changed.

Balancing of Pools

As of 12:01 a.m. each Tuesday, UTU Local Chairmen will be provided a status report of trips made by Winslow and Needles pool freight crews during the preceding 7 days (from the preceding Tuesday at 12:01 a.m.). The carrier will then be obligated to attain a trip balance between Winslow and Needles crews at any point in time between 12:01 a.m. on the twelfth day and 11:59 p.m. on the fourteenth day. If at any point during the 72-hour period from 12:01 a.m. on the twelfth day and 11:59 p.m. on the fourteenth day, the trips between the pools are balanced, then no adjustment will be made on the part of the carrier to balance said trips between the pools. A new balance cycle will not start until 12:01 a.m. on the fifteenth day, or 12:01 a.m. on the third Tuesday. If a balance between trips obtained by each pool cannot be reached at any point in time between 12:01 a.m. on the twelfth day and 11:59 p.m. on the fourteenth day of the cycle, the carrier will be obligated to balance the trips to the pool with the lesser number of trips obtained from the beginning of the balance cycle based on the imbalance as of 11:59 p.m. on the fourteenth day, within four (4) one-way trips.

If the trips balance at any point between 12:01 a.m. on the twelfth day of the balance cycle and 11:59 p.m. on the fourteenth day, but the trips as of 11:59 p.m. on the fourteenth day were not in balance, any imbalance will be carried over and the new cycle would start with this imbalance. If, however, the trips between the pools did not balance at any point between 12:01 a.m. on the twelfth day and 11:59 p.m. on the

fourteenth day, the carrier will be obligated to make an adjustment to the extent that the imbalance exceeds four (4) one-way trips.

When carrier desires to change the starting day of the balancing cycle it will provide a minimum of 15 days advance written notice to the Local Chairmen, who will have the opportunity, within this notice period, to discuss the matter with the Superintendent, or his representative, if they so desire. The carrier will not serve a notice to change the starting day of the balancing cycle more often than once every 90 days.

Question and Answer No. 1(a)

- Q. If the balance between pools were to be "0" at 11:00 p.m. on the eleventh day of balancing cycle and did not "0" at any point between 12:01 a.m. on the twelfth day and 11:59 p.m. on the fourteenth day, while ending up 8 one-way trips out of balance at 11:59 p.m. on the fourteenth day, what is the obligation of the carrier?
- A. The carrier would be obligated to balance the trips in favor of the pool with the lesser number of trips in the amount of 4 one-way trips (8 one-way trips out of balance - 4 one-way trips limit = 4 one-way trips). The new balance cycle will start with four one-way trips in favor of the pool with the greater number of trips.

Question and Answer No. 1(b)

- Q. When carrier is obligated to make the trip balance in Question 1(a) above, how shall it be accomplished?
- A. The carrier will call from the pool with the lesser number of one-way trips the required number of crews from the home terminal or the away-from-home terminal, or a combination thereof, to deadhead by 11:59 p.m. of the fourteenth day.

Question and Answer No. 1(c)

- Q. What is the penalty if the carrier fails to deadhead the number of pool freight crews required in Question 1(a)?
- A. The required number of crews that should have been called to deadhead by 11:59 p.m. of the fourteenth day (Question and Answer 1(b)) will, when going on duty after 11:59 p.m. of the fourteenth day be allowed a one-way trip in addition to all other earnings on that trip.

Question and Answer No. 2

- Q. If the balance of trips between the pools were to be 10 out of balance on the seventh day of the balancing cycle, yet a 0 balance was

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reached at 9:00 p.m. on the twelfth day, while ending up 8 trips out of balance at 11:59 p.m. on the fourteenth day, what is the obligation of the carrier?

- A. The carrier would not be obligated to make any adjustments since a "0" balance was reached between 12:01 a.m. on the twelfth day and 11:59 p.m. on the fourteenth day.

Question and Answer No. 3

Q. If at 11:59 p.m. on the fourteenth day, the balance was off by 7 one-way trips between the pools yet 3 crews were en route, what is the obligation of the carrier?

- A. Carrier would not be obligated to make any adjustments, since the three crews en route as of 11:59 p.m. on the fourteenth day will be counted as having completed their trip for purposes of trip balance, i.e., within four (4) one-way trips.

Question and Answer No. 4

Q. Will pool freight crews who are on duty but have not departed as of 11:59 p.m. on the fourteenth day be counted in the trip balance?

- A. Crews who are on duty but have not departed at 11:59 p.m. on the fourteenth day will be counted in the trip tabulation between pools the same as those in Question 3.

Question and Answer No. 5

Q. How will pool freight crews overtaken by the Hours of Service Law be treated with respect to the trip balance?

- A. A crew in ID service overtaken by the Hours of Service Law will be credited with the entire one-way trip. Likewise, any ID engineer utilized to dog catch the engineer en route will be credited with an entire one-way trip for trip balancing purposes. Other than this, there will be no count to the trip balance.

Question and Answer No. 6

Q. What if an involuntary closure of both mainlines between Barstow and Belen occurs between 12:01 a.m. of the 8th day and 11:59 p.m. of the 14th day of the balancing cycle?

- A. If such a closure of both mainlines occurs, the carrier will attempt to balance the trips at some point between 12:01 a.m. on the twelfth day and 11:59 p.m. on the fourteenth day. However, if conditions were such that a trip balance of "0" cannot be obtained between

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12:01 a.m. on the twelfth day and 11:59 p.m. on the fourteenth day as a result of this service interruption, the carrier will not be responsible for balancing trips between the pools for that particular cycle; however, the imbalance will be carried over to the next balancing cycle.

Question and Answer No. 7

- Q. If a trip balance of "0" is obtained on the twelfth or thirteenth day of the cycle, when does a new cycle begin?
- A. Regardless of when a "0" balance is reached between 12:01 a.m. on the twelfth day and 11:59 p.m. on the fourteenth day, a new balance cycle begins at 12:01 a.m. on the fifteenth day, or every third Tuesday at 12:01 a.m.

Question and Answer No. 8

- Q. Will any trips incurred as a result of work/wreck trains be utilized for trip balancing purposes?
- A. No, only trips incurred in ID freight service will be included in trip balance.

Held-Away-From Home Terminal

Pool freight crews in interdivisional pool freight service held at their away-from-home terminal for the purpose of this Agreement, 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 crew or any member of the crew 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 a crew 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

When after departure from its terminal, a train crew is required during a tour of duty to trade its train, each member of the train crew will be paid an allowance of \$13.00, which allowance will not be subject to future wage and/or COLA increases. A fireman required to trade his locomotive will be paid the allowance provided in Article 11. Crews will not be required to trade trains in opposite directions.

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Meals En Route

In order to expedite the movement of these interdivisional pool freight runs, the Carrier shall determine the conditions under which such crews may stop to eat. When crews, working or deadhead, are not permitted to stop to eat, they will be paid an allowance of \$1.50 for the trip, unless train crews qualify for payment under the meals enroute agreement dated October 25, 1984.

Basis of Pay

All miles run over one hundred (100) shall be paid for at the mileage rate established by the basic rate of pay for the first one hundred (100) miles or less.

Current actual miles run are as follows:

Eastbound - Fireman	295 miles
Conductor/Brakeman	293 miles
Westbound - Fireman	293 miles
Conductor/Brakeman	291 miles

Pool freight crews 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 crew is returned to the originating terminal. In that event, the crew will be placed first out over all others on the inactive board after eight hours rest, being given first consideration for deadhead to its home terminal. It is understood the foregoing does not modify the current call and release rule.

Formal Investigations

Applicable schedule rules will apply to pool freight crews required by Carrier to attend formal investigations, however, a crew or member thereof in interdivisional service who is ordered by carrier to appear for a formal investigation at a location not on their original seniority district will be compensated for the deadhead miles over the other seniority district when dismissed or suspended.

Providing Relief for HSL Crews

In connection with relieving pool freight crews tied up under the Hours of Service Law, the following will prevail when it is necessary to call a road crew out of the terminal:

WESTBOUND TRAINS

- Between Winslow & Seligman - ID pool freight crew standing first including Seligman out at Winslow
- Between Seligman & Needles - Extra board crew(conductor/brakeman) at Needles

EASTBOUND TRAINS

- Between Needles & Seligman - ID pool freight crew standing first including Selgiman out at Needles
- Between Seligman & Winslow - Extra board crew(conductor/brakeman) at Winslow

When a pool freight crew is tied up under the Hours of Service Law and is to be transported to the distant terminal to complete the trip, the following will govern.

1. One (1) hour will be free time.
2. Straight time allowance will be paid for any time in excess of free time calculated from time tied up under the Hours of Service Law and time transportation became available.

Protecting Other Than ID Service

All service, other than ID, out of home terminals will be protected by the respective extra boards. Regular assignments will continue to be protected as at present, i.e., by regularly assigned employes except temporary vacancies will be protected by extra board employes. Work/wreck train service performed into and out of Seligman during the same tour of duty will continue to be handled by the same crew that protected the work/wreck train into Seligman, so long as the service is performed on the same seniority district and the work/wreck train is tying up at Seligman.

Constructive Miles

The provisions of Article 2(e) of the Conductors' and Trainmen's Schedule and Article 31 of the Firemen's Schedule will not be applicable to this interdivisional service. In lieu thereof, employes in this service will be allowed the following for each trip between Winslow and Needles:

Fireman	\$20.09
Conductor	19.78
Brakeman	18.63

This allowance will not be subject to future wage increases and/or cost-of-living allowances and will only be applicable to those employes with a seniority date in train or engine service prior to the effective date of this Agreement.

Vacations

A pool freight crew in interdivisional service will be permitted to advance the starting date of a scheduled vacation period to coincide with the start of layover days.

Other Agreements

Nothing contained in this agreement abrogates or modifies the Crew Consist Agreement or the so-called Manning and Training Agreements.

Protection


Article XIII of the January 27, 1972 agreement will be made a part of this Agreement.

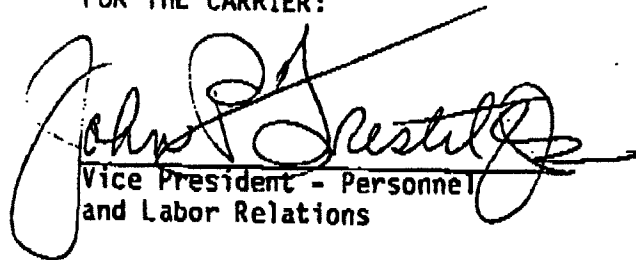
Signed at Los Angeles, California

this 25th day of October, 1984.

FOR THE UNITED TRANSPORTATION UNION:

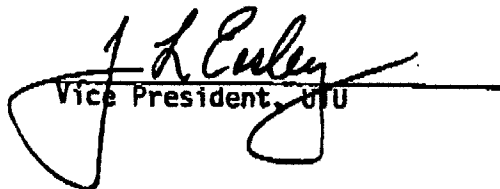
FOR THE CARRIER:


General Chairman, UTU(CTW)


Vice President - Personnel and Labor Relations


General Chairman, UTU(E)

APPROVED:


Vice President, UTU



The Atchison, Topeka and Santa Fe Railway Company

A Santa Fe Industries Company

One Santa Fe Plaza, 5200 East Sheila Street, Los Angeles, California 90040

October 25, 1984

Mr. A. G. Delyea
General Chairman, UTU/CT&Y
2110 East First Street
Suite 121
Santa Ana, Ca. 92705

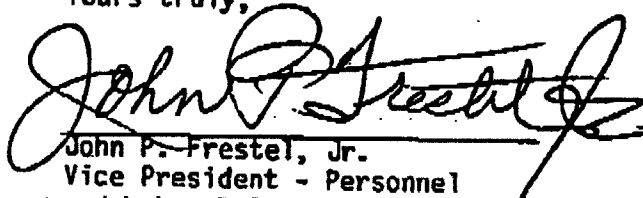
Dear Sir:

Referring to Memorandum of Agreement dated October 25, 1984 providing for establishment of interdivisional service between Winslow and Needles:

In connection with trading trains en route and paying pool caboose allowance, when one train has a caboose and the other does not, it was agreed the status of crew out of the terminal will govern. In other words, if a crew has a pool caboose out of the terminal and is traded to a train without a caboose, this crew will be paid caboose allowance over the entire district and the other crew, who departed terminal without a caboose, will not be entitled to a caboose allowance.

If the foregoing correctly sets forth the understanding reached, please signify in the space provided below.

Yours truly,



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

Agreed:


General Chairman, UTU/CT&Y



The Atchison, Topeka and Santa Fe Railway Company

A Santa Fe Industries Company

One Santa Fe Plaza, 5200 East Sheila Street, Los Angeles, California 90048

October 25, 1984

Mr. A. G. Delyea
General Chairman, UTU/CT&Y
2110 East First Street
Suite 121
Santa Ana, Ca. 92705

Mr. C. D. Davis
General Chairman, UTU/E
395 North Central
Upland, Ca. 91786

Gentlemen:

Referring to Memorandum of Agreement dated October 25, 1984 providing for establishment of interdivisional service between Winslow and Needles:

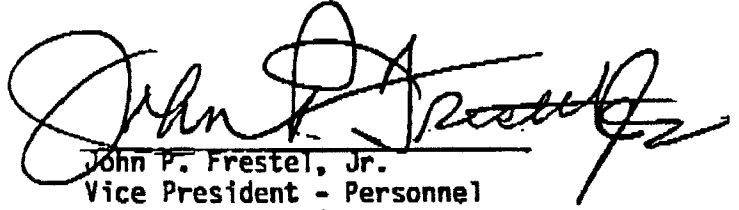
It was agreed after the run-through has been in operation for a period of approximately 90 days, if either party requests, a meeting will be held to review the operation, including:

1. Calling crews to deadhead on the faster trains where practicable.
2. Computerized listings of active board being kept 30 days for record purposes.
3. Call slips indicating crews called at Barstow and Belen or Gallup.
4. Needles telephone answering service.
5. Away from home terminal crews used in short turnaround service. Placement on active-inactive board.

October 25, 1984
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If the foregoing correctly sets forth the understanding reached,
please signify in the space provided below.

Yours truly,



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

Agreed:



General Chairman, UTU/C&Y



General Chairman, UTU/E



The Atchison, Topeka and Santa Fe Railway Company

A Santa Fe Industries Company

One Santa Fe Plaza, 5200 East Sheila Street, Los Angeles, California 90040

October 25, 1984

Mr. C. D. Davis
General Chairman, UTU/E
395 North Central
Upland, Ca. 91786

Dear Sir:

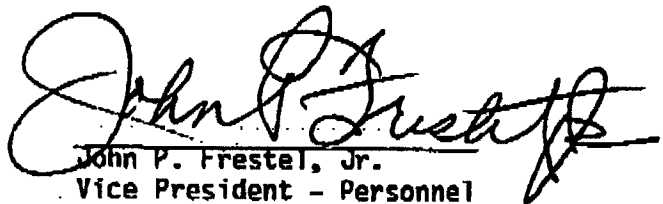
Referring to conference held at Los Angeles October 24-25, 1984 in connection with running through Seligman:

It was understood in the application of Article I, Section 3 and Article III, Section 5, of the July 19, 1972 UTU Manning Agreement, Case A-8381, miles paid to engineers in ID service will be counted in the usual manner. Also, twenty-seven (27) miles will be credited each time an engineer is paid the special allowance of \$22.07 under Award of Arbitration Board 441.

It was also agreed a fireman regularly assigned to passenger service at Needles will not stand to be force assigned to a hostler vacancy.

If the foregoing correctly sets forth the understanding reached, please signify in the space provided below.

Yours truly,



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

Agreed:


General Chairman, UTU/E