

MEMORANDUM OF AGREEMENT between The Atchison, Topeka and Santa Fe Railway Company and its employees represented by the Brotherhood of Locomotive Engineers.

IT IS AGREED:

The Memorandum of Agreement dated April 19, 1972, effective May 15, 1972 (as amended by the February 16, 1973 agreement), establishing interdivisional service between Temple, Texas and Houston/Galveston, Texas is amended as follows:

1. Part I (b) and (c) and Part II(a) are eliminated and in their place the following will govern:

Engineers in interdivisional service will protect unassigned freight service between Temple and Houston or Galveston in either the Temple/Houston pool or the Temple/Galveston pool. When a pool freight engineer arrives at his home terminal, such engineer will be placed to the bottom of the home terminal board. Engineers 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 engineers at their home terminal, carrier will move sufficient home terminal and away-from-home terminal engineers from the inactive boards to a so-called "active board", which board will govern the order in which home and away-from-home engineers will be called during the next eight-hour period based on anticipated service, and such "active board" will only protect ID services. While Carrier has the right to determine the ratio for calling pool freight engineers, 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 engineers, such engineers 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 engineer, home terminal engineers 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 engineers that have been

called during the prior four hours, as well as adding engineers to the active board. Home terminal engineers (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, BLE Local Chairmen will be provided a status report of trips made by Temple and Houston/Galveston pool freight engineers 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 of plus or minus four turns on the basis of 50% Temple trips and 50% Houston trips, and 50% Galveston trips, between Temple and Houston/Galveston engineers 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 within four turns, 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 every other Tuesday. If a balance within four turns 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 within four turns 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 within four turns 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 and will advise the reason therefor.

Question and Answer No. 1(a)

Q. If a total of 140 trips had been made at noon the thirteenth day, 71 by Temple engineers and 69 by Houston engineers, does this represent a balance of not more than four trips?

A. Yes.

Question and Answer No. 1(b)

Q. If the balance between pools were to be "4" at 11:00 p.m. on the eleventh day of balancing cycle and did not reach "4" 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(c)

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 engineers from the home terminal or the away-from-home terminal, or a combination thereof, to dead-head by 11:59 p.m. of the fourteenth day.

Question and Answer No. 1(d)

- Q. What is the penalty if the carrier fails to deadhead the number of pool freight engineers required in Question 1(b)?
- A. The required number of engineers that should have been called to deadhead by 11:59 p.m. on the fourteenth day (Question and Answer 1(c)) will, when going on duty after 11:59 p.m. of the fourteenth day be allowed a one-way working 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 4 balance was 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 "4" 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 engineers were en route, what is the obligation of the carrier?
- A. Carrier would not be obligated to make any adjustments, since the three engineers 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 engineers 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. Engineers 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 engineers overtaken by the Hours of Service Law be treated with respect to the trip balance?
- A. An engineer 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 mainline(s) between Temple and Houston 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 mainline(s) 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 "4" cannot be obtained between 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 "4" is obtained on the twelfth or thirteenth day of the cycle, when does a new cycle begin?
- A. Regardless of when a "4" 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 other 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.

2. Part II(g) is eliminated and in its place the following will govern:

Providing Relief for HSL Crews

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

EASTBOUND (NORTH) TRAINS

Between Houston or Galveston & Bellville, including Bellville - ID pool freight engineer standing first out at either Houston or Galveston

Between Bellville & Temple - Extra Board Engineer at Temple

WESTBOUND (SOUTH) TRAINS

Between Temple & Bellville, including Bellville - ID pool freight engineer standing first out at Temple

Between Bellville & Houston or Galveston - Extra Board Engineer at either Houston or Galveston

When an interdivisional pool freight engineer 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:

- a. One (1) hour will be free time.
 - b. 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.
3. Any agreement rule, award or practice which prohibited the Carrier from calling engineers on their rest at the away-from-home terminal is eliminated.

The above agreement, signed this _____ day of _____, 1992, at Schaumburg, Illinois, will become effective January 21,

1992 and will continue in effect for 120 days. Thereafter it may be canceled by 10 days' written notice by either party upon the other, and the handling will revert to its present status.

FOR THE ORGANIZATION:

FOR THE CARRIER:

E.A. McDaniel Jr.
General Chairman, BLE

James M. Harrell
Director-Labor Relations

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The Atchison, Topeka and Santa Fe Railway Company

1700 East Golf Road
Schaumburg, Illinois 60173-5860

December 19, 1991
47-1240-20-6

Mr. C. A. McDaniel
General Chairman
Brotherhood of Locomotive Engineers
3910 S. Georgia
Amarillo, TX 79109-4837


Dear Sir:

This has reference to the Memorandum of Agreement providing for the test of variable calling between Temple and Houston/Galveston.


When the active board is set, if an engineer(s) is (are) to be deadheaded, they will be designated at the time the active board is set. An engineer at the away-from-home terminal, once designated as a deadhead to the home terminal, may deadhead on an earlier train, if requested. However, proper authority must be obtained from the Regional Operations Center if requesting to deadhead in advance of designated turn. The turn itself will be placed in proper sequence upon the turn's arrival at the home terminal.

If the foregoing correctly describes our understanding, please signify in the space provided below.

Yours truly,


James M. Harrell
Director-Labor Relations

AGREED:


General Chairman, Brotherhood
of Locomotive Engineers