

**AGREEMENT**

between

**THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY**

and its employees represented by the

**UNITED TRANSPORTATION UNION  
(Conductors', Trainmen's and Yardmen's Committee  
on the Eastern, Central and Southern Regions,  
excluding Northern and Southern Divisions  
and Former Coast Lines)**

IT IS AGREED:

Pursuant to Article IX, UTU National Agreement of October 31, 1985, The Atchison, Topeka and Santa Fe Railway Company may establish interdivisional ("ID") service for pool freight crews as set forth below:

SECTION 1 - TERMINALS

Interdivisional pool freight crews will operate between the terminals of Chicago and Fort Madison. Fort Madison will be the home terminal for the interdivisional pools and Chicago will be the away-from-home terminal. Pool freight crews in interdivisional service will only protect ID runs between Fort Madison and Chicago and will not be used in turnaround service or any other service except as provided herein. Chillicothe, Illinois will be eliminated as a terminal.

SECTION 2 - PROVIDING RELIEF FOR HSA CREWS

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

WESTBOUND TRAINS

Between Chicago and Chillicothe, - ID pool freight crew standing including Chillicothe standing first out at Chicago

Between Chillicothe and Fort Madison - Extra board crew standing first out at Fort Madison

EASTBOUND TRAINS

Between Fort Madison and Chillicothe, including Chillicothe - ID pool freight crew standing standing first out at Fort Madison

Between Chillicothe and Chicago - ID pool freight crew standing first out at Chicago

When an interdivisional pool freight crew is tied up under the Hours of Service Act, and is to be transported to the distant terminal to complete the trip, the following will be in effect.

1. One hour will be free time.
2. Straight time allowance will be paid for any time in excess of free time, calculated from time the crew ties up under the Hours of Service Act and the time transportation is made available by the Carrier at such point where the crew tied up under the Hours of Service Act.

### SECTION 3 - EXTRA BOARDS

Illinois Division Seniority District 1 and 2 brakemen's and conductors' extra boards will only protect road service between Fort Madison and Chicago, i.e., on their seniority district, and will not under any circumstances be required to protect any service west of Fort Madison.

### SECTION 4 - 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 a crew, working or deadheading, is not permitted to stop to eat, crew members will be paid an allowance of \$1.50 for the trip, unless the crew(s) is on duty in excess of eight hours, in which event \$5.00 will be allowed in lieu of \$1.50.

### SECTION 5 - FORMAL INVESTIGATION

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 other than his home terminal will be compensated for deadhead in accordance with the existing agreements when dismissed or suspended.

To the extent possible, formal investigations will be held at the home terminal of the employee(s) involved.

### SECTION 6 - HELD AWAY FROM HOME TERMINAL

Crews in interdivisional pool freight service held at their away-from-home terminal will be paid continuous time for all time held after expiration of sixteen hours from the time relieved from

previous duty 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 1: 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.

#### SECTION 7 - VACATIONS

Conductors and brakemen in interdivisional service will be permitted to advance the starting date of a scheduled vacation period to coincide with the start of layover days.

#### SECTION 8 - CALL AND RELEASE

- (a) When a crew in interdivisional service is called and released, after time of going on duty, but before road trip commences, such crew will be paid as provided in the schedule agreement, awards or practices, and stand first out.
- (b) When a crew is called and released before going on duty, they will be paid as provided in the Schedule, Awards or practices, and maintain their standing on the board.

#### SECTION 9 - BASIS OF PAY

All miles run in excess of the miles encompassed in the basic day shall be paid for at a rate calculated by dividing the basic daily rate of pay in effect on October 31, 1985 by the number of miles encompassed in the basic day as of that time.

Current actual miles run are as follows:

#### Chicago and Fort Madison

Eastbound - 230 miles.

Westbound - 230 miles.

Pool freight crews called for and departing the terminal in interdivisional service will be allowed the mileage as set forth in this Agreement, except when the service is interrupted by an emergency such as flood, washout, or derailment, or an ID crew at

Chicago provides Hours of Service relief, and that pool freight crew is returned to the originating terminal. In that event, the crew will be paid actual miles run with a minimum of a basic day and the crew will be placed first out over all others on the board after eight hours' rest. It is understood the foregoing does not modify the current call and release rule.

SECTION 10 - TRADING TRAINS

Crews will not be required to trade trains in opposite directions.

SECTION 11 - LAYOFFS

An employee in interdivisional service will be permitted to lay off at away-from-home terminal account illness or injury to himself or an immediate member of his family or death of an immediate member of his family, and will be permitted to ride train to home terminal.

SECTION 12 - MOVING/REAL ESTATE AND PROTECTION

The provisions of Article XIII of the January 27, 1972 National Agreement will apply to employees adversely affected by the application of this Agreement.

Nothing herein contained shall be construed as modifying or amending any of the provisions of the agreements between the Carrier and the United Transportation Union (CT&Y) except as herein specifically provided.

The provisions contained in this Agreement shall become effective at 8:01 a.m., on the ~~26<sup>th</sup>~~ day of August, 1991 and shall remain in full force and effect until changed in accordance with the provisions of the Railway Labor Act, as amended.

Signed at Kansas City, Kansas this 31st day of July, 1991.  
1991.

FOR THE ORGANIZATION:

M. R. Hicks  
General Chairman, UTU-CTY

FOR THE CARRIER:

J. M. Kelly  
Assistant Vice President-  
Labor Relations  
The Atchison, Topeka &  
Santa Fe Railway Company

APPROVED:

Paul C. Thompson  
Vice President - UTU



## The Atchison, Topeka and Santa Fe Railway Company

1700 East Golf Road  
Schaumburg, Illinois 60173-5860

July 10, 1991

Side Letter No. 1

Mr. M. R. Hicks, General Chairman  
United Transportation Union (CT&Y)  
8100 Marty, Suite 100  
Overland Park, Kansas 66204

Dear Sir:

This has reference to the Memorandum of Agreement establishing interdivisional service through Chillicothe, Illinois.

1. Each Illinois Division Seniority District No. 1 & 2 employee (including each such employee on the reserve board) whose principle residence is closer to Chillicothe than Fort Madison via the most direct highway route will be subject to the following moving/real estate provisions.
2. Qualified home owners under Paragraph 1 above may elect the option of accepting a gross payment of \$17,000 (less income taxes, etc.) in complete disposition of Sections 10 and 11 of the Washington Job Protection Agreement.
3. A homeowner under Paragraph 1 who does not choose the option provided in Paragraph 2 may elect to have his home purchased by the Carrier under the following terms:
  - a. The homeowner employee will be paid the appraised value of his home as of May 17, 1991, as determined by two appraisers chosen by him from a list of qualified appraisers furnished by the Carrier. The two appraisals will then be averaged and the resulting figure will be considered the "appraised value" which the homeowner employee will be paid.
  - b. The employee will be paid the appraised value of his home and in addition thereto, will be paid 10% of the appraised value, with a maximum payment of \$5,000 upon delivery to the Carrier (or its nominee) of a good and sufficient title to the property. The title will be furnished at the employee's expense, as is customary in real estate transactions.
  - c. The payment of 10% (with a \$5,000 cap) over and above the appraised value of the employee's home is included in this Agreement partly because there is evidence that comparable housing in the Fort

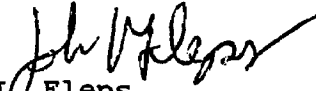
Madison metropolitan area will be more costly for the homeowner than comparable housing in the Chillicothe area, but primarily in exchange for the employees' voluntary agreement at this time to the terms of this interdivisional service in general and this comparable housing allowance in particular, which agreement will expedite implementation of this interdivisional service. Thus, the payment of 10% is not intended to be a blanket payment for any other interdivisional run agreement, but only applies to this case due to the Carrier's interest in implementing this interdivisional service without having to go to arbitration over the specific terms thereof and due to the specific facts and circumstances involving the moving of employees from Chillicothe, Illinois, to the Fort Madison metropolitan area.

4. The provisions of Paragraphs 2, 3, 7 and 8 of this side letter will apply to the same extent to employees under Paragraph 1 who own mobile/modular homes as their principal places of residence.
5. If an employee(s) under Paragraph 1 holds an unexpired lease of a dwelling occupied by him as his home, the Carrier will protect him from any loss associated with breaking said lease in line with Section 11(a), paragraph 3 of the WJPA.
6. If an employee(s) under Paragraph 1 holds an unexpired lease of a dwelling occupied by him as his home, he may, in lieu of the benefit provided for in Paragraph 5 above, accept a cash option of \$5,000 (gross).
7. Any employee under Paragraph 1 who avails himself of the provisions of either Paragraph 3 or 5 and changes his permanent residence will be reimbursed for all expense of moving his household and other personal effects and for the traveling expenses of himself and members of his family, including living expenses for himself and his family and his own actual wage loss during the time necessary for such transfer, and for a reasonable time thereafter (not to exceed five (5) working days) used in securing a place of residence in his new location. No claim for expenses under this Section shall be allowed unless such expenses are incurred within three (3) years of the date of implementation of this interdivisional service and the claim must be submitted within ninety (90) days after the expenses are incurred. Employees who relocate under Paragraphs 3 or 5 will also be entitled to the \$400.00 "lace curtain" payment as provided for under the WJPA.

8. An employee under Paragraph 1 who avails himself of an option provided for in Paragraph 2 or 6 must exercise such option in writing to the Carrier not later than 90 days from the date that this Agreement is implemented or from the date the employee becomes qualified for such option. Further, in order to maintain entitlement to such option, the employee must become qualified for such option within three years from the date of implementation of this interdivisional service. Also, an employee under Paragraph 1 who is suspended on the date this Agreement is implemented will not be subject to the time limits set forth in this Paragraph 8 until the date he is notified of this Agreement's implementation by the Carrier or returns from suspension, whichever is sooner. Similarly, any employee under Paragraph 1 who is on an authorized leave of absence or dismissed from employment on the date this Agreement is implemented will not be subject to the time limits set forth in this Paragraph 8 until he actually marks up for service following his leave of absence or dismissal.

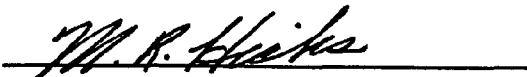
If the foregoing correctly sets forth the understanding reached, please signify by signing in the space provided below.

Very truly yours,



John J. Fleps  
Assistant Vice President-  
Labor Relations

AGREED:



UTUA2



# The Atchison, Topeka and Santa Fe Railway Company

1700 East Golf Road  
Schaumburg, Illinois 60173-5860

July 10, 1991

Side Letter No. 2

Mr. M. R. Hicks, General Chairman  
United Transportation Union (CT&Y)  
8100 Marty, Suite 100  
Overland Park, Kansas 66204

Dear Sir:

This has reference to the Memorandum of Agreement establishing interdivisional service through Chillicothe, Illinois.

During our negotiations, the Organization expressed concern regarding the instructions issued to appraisers. Our primary concern was that these instructions could possibly be misinterpreted to discount the true fair value of an employee's home.

This will confirm discussion regarding the intent of the language "normal market time" contained in the instructions to the appraisers. The appraisers are not to reduce the fair value of a home based upon the length of market time required to sell a home. For example, if a home is worth \$100,000 without considering market time, the appraisal of the home will not be reduced because the home may require more than the "average" market time.

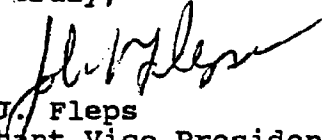
The other instructions to the appraisers which reflect competitive listings, supply and demand, and overall market conditions, etc. are not intended to and will not reflect the current market conditions which may be brought about by the relocation of the train crews to Fort Madison, but rather should reflect the conditions of the market in Chillicothe, Illinois, prior to March 17, 1991. It is also to be understood that the availability of financing is not to be used to discount the fair value of an individual's home.

It was further agreed that only appraisers that are certified by an established organization of real estate appraisers which has historically certified real estate appraisers will be used to make the appraisals. Any employee may submit the name of a thus certified appraiser to the Carrier and that appraiser will then be added to the list of names of appraisers to be used by the employees. The group selected by the Santa Fe to handle the relocation service will in no way try to influence an appraiser.



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

Yours truly,



John J. Fleps  
Assistant Vice President-  
Labor Relations

AGREED:



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## The Atchison, Topeka and Santa Fe Railway Company

1700 East Golf Road  
Schaumburg, Illinois 60173-5860

July 10, 1991

Side Letter No. 3

Mr. M. R. Hicks, General Chairman  
United Transportation Union (CT&Y)  
8100 Marty, Suite 100  
Overland Park, Kansas 66204

Dear Sir:

Referring to Memorandum of Agreement covering interdivisional service through Chillicothe, Illinois, and the handling to be given those employees who may elect to apply Section 11(d) of WJPA.


It is understood the following would govern in the application of Section 11(d) of WJPA:

1. Carrier will make a written offer to purchase an employee's home in accordance with Section 3(a) of Side Letter 1.
2. An employee who desires to invoke Section 11(d) must then notify Mr. L. G. Wright, Santa Fe's Regional Manager-Employee Relations, or his successor, at P.O. Box 1738, Topeka, Kansas, in writing, of the employee's intent to invoke Section 11(d) within 60 days of receipt of the written offer.
3. After an employee notifies Carrier of invocation of Section 11(d), the employee will select a competent qualified appraiser and will furnish Carrier's representative a copy of the appraisal made by the employee's appraiser, together with information concerning the qualification and/or certification of the employee's appraiser.
4. Carrier will review the employee's appraisal and advise whether it is acceptable. If not acceptable, Carrier will notify the employee of the name of the Company's appraiser and will instruct that appraiser to contact the employee's appraiser for the purpose of selecting a qualified third or neutral appraiser.
5. The Company will give the third and neutral appraiser a copy of the employee's appraisal and a copy of one of the two Carrier's appraisals with instructions to determine which one should be accepted as representing fair value of the home or make his/her own appraisal of the property and determination of fair value.
6. The salary and expenses of the third or neutral appraiser, including the expenses of the appraisal board, shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including salary of the appraiser selected by such party.

7. The decision of the neutral appraiser shall be binding. If the employee elects not to accept the neutral's appraisal of the employee's home, the Carrier is under no further obligation in connection therewith.

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

Your truly,

  
John J. Fleps  
Assistant Vice President  
Labor Relations

AGREED:

M. R. Hicks



**The Atchison, Topeka and Santa Fe Railway Company**

1700 East Golf Road  
Schaumburg, Illinois 60173-5860

July 10, 1991

Side Letter No. 4

Mr. M. R. Hicks, General Chairman  
United Transportation Union (CT&Y)  
8100 Marty, Suite 100  
Overland Park, Kansas 66204


Dear Sir:

This has reference to the Memorandum of Agreement establishing interdivisional service through Chillicothe, Illinois.

Illinois Division Seniority District No. 1 & 2 employees will be given a three (3) hour call for service at or out of Fort Madison. This three (3) hour call requirement will be in effect until and will expire at 12:01 a.m. on June 15, 1992, unless otherwise mutually agreed by the affected Local Chairman and the pertinent Regional Manager or his designee.

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

Very truly yours,

  
John J. Fleps  
Assistant Vice President-  
Labor Relations

AGREED:

  
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# The Atchison, Topeka and Santa Fe Railway Company

1700 East Golf Road  
Schaumburg, Illinois 60173-5860

July 10, 1991

Side Letter No. 5

Mr. M. R. Hicks, General Chairman  
United Transportation Union (CT&Y)  
8100 Marty, Suite 100  
Overland Park, Kansas 66204

Dear Sir:

This has reference to the Memorandum of Agreement establishing interdivisional service through Chillicothe, Illinois.

Beginning at 12:01 a.m. on June 14, 1992, a so-called "active board" will be established for ID pool freight crews at Fort Madison. Once the "active board" is established crews will be moved from the pool freight board to the "active board", which board will govern the order in which each crew will be called during the next eight hour period based on anticipated service.

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". A crew will be on the "active board" a minimum of four (4) hours calculated from the time placed on the board to on-duty time. When placed on the "active board" a crew will not have their order (number of times out) changed except as provided for in Article X (Deadheading) of the Crew Consist Modification Agreement signed December 3, 1990.

In connection with the active/inactive board, if a conductor or brakeman on the inactive board(s) misses a call, the employee will not be disciplined. If any member of a crew on the "active board" misses a call when his turn has been activated less than the amount of time required above, the employee(s) will not be disciplined.

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

Yours truly,

John J. Fleps  
Assistant Vice President-  
Labor Relations

AGREED:

M. R. Hicks



**The Atchison, Topeka and Santa Fe Railway Company**

1700 East Golf Road  
Schaumburg, Illinois 60173-5860

July 10, 1991

Side Letter No. 6

Mr. M. R. Hicks, General Chairman  
United Transportation Union (CT&Y)  
8100 Marty, Suite 100  
Overland Park, Kansas 66204

Dear Sir:

This has reference to the Memorandum of Agreement establishing interdivisional service through Chillicothe, Illinois.

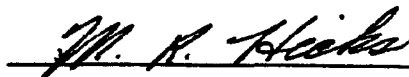
This will confirm our discussion that the present Carrier "access" telephone number at Chillicothe will be retained.

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

Yours truly,

  
John J. Fleps  
Assistant Vice President-  
Labor Relations

AGREED:

  
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This has reference to the Memorandum of Agreement establishing interdivisional service through Chillicothe, Illinois and the Memorandum of Agreement effective April 27, 1981 establishing a separate pool for Conrail connection trains between Chillicothe and Streator.

It is agreed:

1. The so-called Streator Pool Agreement signed April 17, 1981, and effective April 27, 1981, is canceled as of the date of implementation of the Memorandum of Agreement establishing interdivisional service through Chillicothe, Illinois.
2. Effective on the date of implementation of the Memorandum of Agreement establishing interdivisional service through Chillicothe, Illinois, a separate pool (chain gang) for Conrail connection trains between Fort Madison and Streator, Illinois will be established at Fort Madison. Fort Madison will be the home terminal for this unassigned pool freight service (chain gang) and Streator, Illinois will be the away-from-home terminal. This unassigned pool freight service (chain gang) will hereinafter be referred to as the "Streator Pool". The Streator Pool will handle only Conrail connection trains to be received or delivered to or from Conrail at Streator.
3. Chillicothe, Illinois will be eliminated as a terminal.
4. Extra board crew(s) standing first out at Fort Madison will be used to relieve the Streator Pool crews tied up under the Hours of Service Act. When a Streator Pool crew is tied up under the Hours of Service Act, and is to be transported to the distant terminal to complete the trip, the following will be in effect:
  - a. One hour will be free time.
  - b. Straight time allowance will be paid for any time in excess of free time, calculated from time the crew ties up under the Hours of Service Act and the time transportation is made available by the Carrier at such point where the crew tied up under the Hours of Service Act.
5. In order to expedite the movement of the Streator Pool runs, the Carrier shall determine the conditions under which such crews may stop to eat. When a crew, working or deadheading, is not permitted to stop to eat, crew members will be paid an allowance of \$1.50 for the trip, unless the crew(s) is on duty in excess of eight hours, in which event \$5.00 will be allowed in lieu of \$1.50.

6. Applicable schedule rules will apply to the Streator Pool crews required by Carrier to attend formal investigations; however, a crew or member thereof in the Streator Pool who is ordered by Carrier to appear for a formal investigation at a location other than his home terminal will be compensated for deadhead in accordance with the existing agreements when dismissed or suspended.

To the extent possible, formal investigations will be held at the home terminal of the employee(s) involved.

7. Crews in the Streator Pool held at their away-from-home terminal will be paid continuous time for all time held after expiration of sixteen hours from the time relieved from previous duty 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 1: 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.

8. Conductors and brakemen in interdivisional service will be permitted to advance the starting date of a scheduled vacation period to coincide with the start of layover days.
9. (a) When a crew in interdivisional service is called and released, after time of going on duty, but before road trip commences, such crew will be paid as provided in the schedule agreement, awards or practices, and stand first out.  
(b) When a crew is called and released before going on duty, they will be paid as provided in the schedule agreement, awards or practices, and maintain their standing on the board.
10. All miles run in excess of the miles encompassed in the basic day shall be paid for at a rate calculated by dividing the basic daily rate of pay in effect on October 31, 1985 by the number of miles encompassed in the basic day as of that time.

Current actual miles run are 145 miles.

Streator Pool crews called for and departing the terminal will be allowed the mileage as set forth in this Agreement, except when the service is interrupted by an emergency such as flood, washout, or derailment. In that



event, the crew will be paid actual miles run with a minimum of a basic day and the crew will be placed first out over all others on the board after eight hours' rest. It is understood the foregoing does not modify the current call and release rule.

11. Crews will not be required to trade trains in opposite directions.
12. An employee in the Streator Pool will be permitted to lay off at away-from-home terminal account illness or injury to himself or an immediate member of his family or death of an immediate member of his family, and will be permitted to ride train to home terminal.
13. All terms and provisions of Side Letters Nos. 1, 2, and 3 and related agreed to questions and answers to the Memorandum of Agreement establishing interdivisional service through Chillicothe, Illinois are made a part of this Agreement and hereby incorporated by reference.
14. Should the Carrier begin receiving and delivering all Conrail connection trains at Chicago (Corwith) instead of Streator, this Agreement will become inactive and such trains as were handled by the Streator Pool will be handled by interdivisional pool freight crews operating between the terminals of Fort Madison and Chicago (Corwith).

All other rules, agreements, interpretations or practices, however established, are changed only to the extent that they are specifically amended by the provisions of this Agreement.

The provisions contained in this Agreement shall become effective at 8:01 a.m. on August 26, 1991, and shall remain in full force and effect until changed in accordance with the provisions of the Railway Labor Act, as amended.

Signed at Kansas City, Kansas this 31st day of July, 1991.

FOR THE ORGANIZATION:

M. A. Hicks  
General Chairman, UTU/CTY

FOR THE CARRIER:

W. P. Olson  
Assistant Vice President -  
Labor Relations

UTUA2

AGREED UPON QUESTIONS AND ANSWERS

Q-1: Does this agreement change or amend any of the seniority rights or standings of the Illinois Division Seniority District No. 3 & 4 employees.

A-1: No.

Q-2: Does this agreement in any way amend, modify or otherwise change Seniority Rosters?

A-2: No.

Q-3: May the Carrier use an Illinois Division Seniority District No. 3 & 4 extra board brakeman to fill any vacancy in the Illinois Division Seniority District 1 & 2 ID Pool or vice versa?

A-3: No, under no circumstances.

Q-4: May the Carrier use an Illinois Division Seniority District No. 3 & 4 extra board or emergency conductor to fill a conductor's vacancy in the Illinois Division Seniority District 1 & 2 ID Pool or vice versa?

A-4: No, under no circumstances.

Q-5: May the Carrier use a new hire employee to work on both Illinois Division Seniority District 3 & 4 and Illinois Division Seniority District 1 & 2 assignments or crews?

A-5: No.

Q-6: Will anything in this Agreement affect the yardmen's extra boards on Illinois Division Seniority Districts 1 & 2 and 3 & 4?

A-6: No.

*M. R. Hicks*

*John W. Flynn*

**Side Letter No. 1:**

**Q-1:** Is it necessary for an employee to own his/her home free and clear to be covered by the provisions of Side Letter No. 1?

**A-1:** No, the provisions of Side Letter No. 1 also cover and apply to those employees who have a mortgage contract or other type of contract covering or relating to the purchase of their home.

**Q-2:** Are the provisions of Side Letter No. 1 applicable to the employee if the employee's home is in the spouse's name only?

**A-2:** Yes, the provisions of Side Letter No. 1 are applicable to the employee even if the home is solely in the spouse's name, provided the home is the employee's principal place of residence.

**Q-3** Under the provisions of Paragraph 4, Side Letter No. 1, does the employee have to own the mobile/modular home free and clear to qualify for the provisions of Side Letter No. 1?

**A-3:** No, the provisions of Side Letter No. 1 also cover and apply to those employees who have a mortgage contract or other type of contract covering or relating to the purchase of their mobile/modular home.

**Q-4:** Is the \$5,000 cash option in Paragraph 6 applicable to an employee who does not own a home or is not under contract to purchase a home whether or not the employee holds a lease?

**A-4:** Yes, an employee renter would be eligible for the \$5,000 regardless of whether he/she holds an unexpired lease, an expired lease or no lease at all.

**Side Letter No. 2:**

**Q-1:** What is the purpose of Side Letter No. 2?

**A-1:** To insure that instructions are given to the appraisers which will result in the employee being offered a true and correct fair value of his home.

**Q-2:** Are the appraisers instructed to discount the employee's home based on "normal market time"?

**A-2:** No, the appraisers are instructed not to reduce the appraisal of a home based on the length of time required to sell a home.

*M. R. Hicks*

*John V. Adams*

Q-3: Will an appraiser be immediately placed on the list of names of appraisers to be used by the employees at the request of an employee?

A-3: Yes, if the appraiser is qualified in accordance with Side Letter No. 2.

Q-4: Who will pay the appraisers that an employee picks from the list of names of appraisers furnished to the employees under Side Letter No. 1, Paragraph 3(a).

A-4: The Carrier.

Q-5: Is it possible to appeal the valuation of the home given by one or more appraisers under Paragraph 3(a) of Side Letter No. 1 without invoking the provisions of Sections 11(d) of the WJPA?

A-5: Yes, informal appeals may be made by setting forth the facts and reasons for disagreement with the appraisers valuation in writing to the third party buyer.

Q-6: Will copies of all instructions from the Carrier to the "third party buyer" be furnished to the General Chairman as soon as possible, but not later than 1 day after the instructions are given to the "third party buyer"?


A-6: Yes.


Q-7: Will a copy of the instructions from the "third party buyer" to the appraisers be furnished to the General Chairman as soon as possible, but no later than 1 day after the instructions are first given to the appraisers?

A-7: Yes.

FOR THE ORGANIZATION:

FOR THE CARRIER:

  
General Chairman, UTU/CTV

  
Assistant Vice President -  
Labor Relations

*Chili*

QUESTIONS AND ANSWERS

Q1. Can an employee lay off an activated turn?

A1. Yes.

Q2. Can an employee lay off account illness after being activated and called for service?

A2. Yes.

Q3. Can an employee mark up on an activated turn?

A3. Yes, unless an extra man has been called.

Q4. Can an employee bump onto an activated turn?

A4. Yes, unless the turn has been called for duty.

Q5. If a conductor or brakeman has been activated less than four hours and misses a call, will he/she be paid for loss of earnings?

A5. Yes.

Q6. Will the carrier continue to record telephone calls placed to conductors and brakemen?

A6. Yes.

Q7. Who will be afforded Mississippi River Bridge passes?

A7. Employees whose residence is in Illinois and are working out of Fort Madison.

*M. R. Hicks*

*John V. Flynn*

*Billi*

Q8. If prior to implementation of this agreement an employee signed papers to purchase a residence, will he/she be covered by the provisions of Side Letter Number 1?

A8. Yes.

Q9. Where will final terminal delay accrue for the so-called Streater pool crews?

A9. Where the crew leaves the Sante Fe main line onto the conrail connection.

*M. R. Hicks*

*John W. Helyer*

AGREED TO QUESTIONS AND ANSWERS

INTERDIVISIONAL SERVICE THROUGH CHILLICOTHE, ILLINOIS

- Q1. What would be the total amount received by the home owner who did not choose the option provided in paragraph 2, if the home owner's home was appraised at \$40,000 by one appraiser and \$50,000 by the second appraiser?
- A1. \$45,000 plus 10% (i.e. \$4,500) for a total of \$49,500
- Q2. What would be the total amount received by the home owner who did not choose the option provided in paragraph 2, if the home owner's home was appraised at \$50,000 by one appraiser and \$60,000 by the second appraiser?
- A2. \$55,000 plus 10% (a \$5,000 cap.) for a total of \$60,000
- Q3. What would be the total amount received by the home owner who did not choose the option provided in paragraph 2, if the home owner's home was appraised at \$60,000 by one appraiser and \$70,000 by the second appraiser?
- A3. \$65,000 plus 10% (a \$5,000 cap.) for a total of \$70,000

*M. R. Hicks*

*John W. Flynn*

The following are additional Agreed to Questions and Answers in regard to the Interdivisional run Agreements through Marceline and through Chillicothe.

Q1a. Will the location where an employee is working affect his rights to the provisions of Side Letter No. 1 ?

A1a. No. Any Illinois Division Seniority district No. 3 & 4 conductor, brakeman or yardman who lives closer to Marceline than Ft. Madison is entitled to the benefits of Side Letter No. 1 regardless of where (what location) the employee is working.

Q1b. Will the location where an employee is working affect his rights to the provisions of Side Letter No. 1 ?

A1b. No. Any Illinois Division Seniority district No. 1 & 2 conductor, brakeman or yardman who lives closer to Chillicothe than Ft. Madison is entitled to the benefits of Side Letter No. 1 regardless of where (what location) the employee is working.

M. R. Hicks

J. J. [Signature]



The Atchison, Topeka and Santa Fe Railway Company



RECEIVED

ONE SANTA FE PLAZA

920 Southeast Quincy Street  
Topeka, Kansas 66612-7116

P. O. Box 1738  
Topeka, Kansas 66601-1738

UTU-ATSF-GCA  
C. T & Y

July 23, 1991

Mr. M. R. Hicks, General Chairman  
United Transportation Union  
8100 Marty  
Overland Park, Kansas 66204

Dear Sir:

In order to implement the ID Service through Chillicothe, Illinois, the following will govern.

Effective as of 0801 hours, August 26, 1991, all chain gang turns (including the Streator Pool, which shall consist of three turns) and conductors and brakemen's extra boards at Chillicothe will be moved to Ft. Madison in-toto. Concurrently, West end chain gang turns will be dovetailed with the East end chain gang turns. The West end chain gang turn standing first out at 0800 hours will become first out at 0801 hours at Ft. Madison; the East end chain gang turn standing first out at 0800 hours will be marked up second out at Ft. Madison at 0801 hours; the West end turn standing second out at 0800 hours will become third out at 0801 hours; the East end turn standing second out at 0800 hours will become fourth out at 0801 hours; and so on until all chain gang turns are dovetailed into the chain gang pool at Ft. Madison.

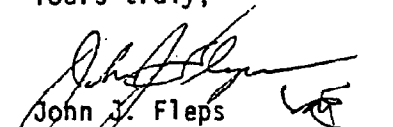
After the initial integration of the pools, the Schedule Agreements will be the determining factor in the proper standing of crews.

The Conductor only assignments will be re-advertised to be effective at 0801 hours, August 26, 1991, with Ft. Madison as the home terminal.

Any crews en route at 0801 hours will be relieved when they arrive at Chillicothe and the chain gang turn will be marked up at the bottom of their ID pool in Ft. Madison.

During the first 48 hours of implementation, any crews deadheaded to or from Ft. Madison will be paid full district mileage.

Yours truly,

  
John J. Fleps  
Assistant Vice President  
Labor Relations

The Atchison, Topeka and Santa Fe Railway Company

July 31, 1991

M.R. Hicks  
General Chairman  
8100 Marty, Suite 100  
Overland Park, Ks.

Dear Sir:

This is in reference to our July 31, 1991 meeting concerning the Chillicothe Interdivisional Run Agreement.

The Additional questions and answers we agreed to are as follows:

- Q. May an individual who qualifies for moving expenses move, for example, to Joliet and be covered under the provisions regarding moving expenses?
- A. Yes, where such move is related to his continued service with the Carrier.
- Q. In as much as the moving expenses will be shown on (added to) the employees W-2 form, will the Carrier furnish a statement from the moving company to the employee?
- A. Yes.

Yours truly,

  
John J. Fleps  
Assistant Vice President  
Labor Relations

The Atchison, Topeka and Santa Fe Railway Company

July 31, 1991


Mr. M. R. Hicks, General Chairman  
United Transportation Union  
8100 Marty - Suite 100  
Overland Park, Kansas 66204

Dear Sir:

This confirms our discussion today regarding the appraisal and inspection of employees' homes pursuant to the commencement of interdivisional service through Chillicothe, Illinois. In an effort to expedite the application of the terms of Side Letter No. 1 to this interdivisional service agreement, the following will govern in the case of this interdivisional service only.

In any case in which an employee elects under the terms of Side Letter No. 1 to sell his home to the Company, Santa Fe will only order a general (structural) inspection of the home when such inspection has been requested or recommended by the appraiser of the home.

Yours truly,

  
John J. Fleps  
Assistant Vice President-  
Labor Relations  
The Atchison, Topeka and  
Santa Fe Railway Company