

MEMORANDUM OF AGREEMENT

between

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY
(EASTERN AND WESTERN LINES)

and

UNITED TRANSPORTATION UNION - (C) (T) (E)

Relating to the establishment of interdivisional freight service to operate (or deadhead) to and/or from Arkansas City, Kansas and Gainesville, Texas, in accordance with Section 1 of Article XII of the National Agreement dated January 27, 1972.

NOTE: As used in this Agreement, the term "interdivisional service" includes interdivisional, interseniority district, irregular and unassigned freight service operating out of either home terminal and through Purcell and the provisions hereof are applicable only to crews engaged in interdivisional service.

SECTION I

(a) Purcell, Oklahoma will be eliminated as an away-from-home terminal for crews in interdivisional service.

(b) Arkansas City will continue to be the home terminal for Oklahoma District, Middle Division crews and Gainesville, Texas will continue to be the home terminal for First District, Northern Division crews, with Enid being an away-from-home terminal for crews from both territories.

(c) Interdivisional service in the territory involved will be protected as follows:

(1) Through trains Gainesville to Arkansas City, or vice versa, will be protected by pool crews as outlined in Section II (a) of this agreement.

(2) Eastbound service (working or deadheading) out of Gainesville, destined Enid, will be protected by Gainesville interdivisional crews.

(3) Turnaround service (working or deadheading) out of Gainesville through Purcell, short of Arkansas City or Enid, will be protected by Gainesville interdivisional crews.

(4) Turnaround service (working or deadheading) out of Arkansas City through Purcell, short of Gainesville, will be protected by Arkansas City interdivisional crews.

(5) Trains operating Arkansas City to Enid will be protected by Arkansas City interdivisional crews when such crews are to be subsequently used to Gainesville.

NOTE: All unassigned service out of the home terminals, not operating through Purcell and not covered by preceding paragraphs will be protected by extra crews. Interdivisional crews will not be used east of Enid, i.e., between Enid and Kiowa.

SECTION II

(a) Crews in interdivisional service will be operated in groups of five (5); namely two (2) Arkansas City crews, one (1) Gainesville crew, one (1) Arkansas City crew, and one (1) Gainesville crew. At any time an Arkansas City crew, or Gainesville crew is not available for their turn, i.e., has not had at least 8' off duty, they will be used, after rested, as the first out crew to protect service next called in order to complete the cycle of five (5). This formula will operate out of both terminals except when adjusted jointly by the Superintendent, or his designated representative, and the Local Chairmen in connection with mileage equalization. Deadhead crews will be counted the same as working crews.

(b) Mileage equalization shall be at intervals requested by the United Transportation Union, but not more frequent than at fifteen (15) day intervals.

SECTION III

(a) Employes in pool freight and in unassigned service held at other than home terminal will be paid on the minute basis for the actual time so held after the expiration of sixteen hours from the time relieved from previous duty at a rate per hour of 1/8th of the daily rate paid them for the last service performed. Should an employe be called for service or ordered to deadhead after pay begins, held away from home terminal time shall cease at the time pay begins for such service or deadheading. Payments accruing under this rule shall be paid for separate and apart from pay for the subsequent service or deadheading.

(b) Carrier will not require more persons to ride in caboose on train in interdivisional service than seats available.

(c) (1) When interdivisional crews are deadheaded the first out crew will deadhead and second crew will handle the train. The deadhead crew will be first out on arrival at end of run. Deadhead crews picked up enroute will be marked up in reverse order of that in which picked up, they will be so run provided they are rested.

(2) Two crews to deadhead from terminal 'A' to terminal 'B', the third crew out will handle the train. Deadhead crew is picked up at an intermediate point. On arrival at terminal 'B' the deadhead crew picked up at intermediate point will stand first out of terminal ahead of all three crews. Should a deadhead crew be picked up at a second or third intermediate point,

the deadhead crew picked up last will stand first out of terminal 'B' ahead of all crews arriving at terminal 'B' on that train and will be so run provided they are rested at time of call to work.

(3) At terminal 'A' should the third crew out, which stood to handle the train, not be rested, the second out crew will handle the train with the third out crew deadheading, and crews will be marked up at terminal 'B' in the same relative position they held before being called at terminal 'A'.

(4) In the event there is a conflict in handling of crews in accordance with the preceding three paragraphs and Section II(a) of this agreement, Section II(a) will control.

EXCEPTION: Crews may be deadheaded out of turn from their away-from-home terminal with respect to home terminal crews, when excess crews are at their away-from-home terminal. Arkansas City and Gainesville crews will not be worked or deadheaded out of turn except as outlined heretofore.

(d) Crews will be deadheaded on suitable transportation, i.e., trains, company vehicles, personal vehicles, or commercial transportation. When train crews are deadheaded by automotive vehicle, every effort will be made to see that such vehicle will have good clean seats for each person transported and the capacity will not exceed that recommended by the manufacturer of such vehicle. Such vehicle will be seasonably air-conditioned and heated. A vehicle that does not meet the requirements contained herein will not be used to transport members of a crew except in emergency service.

(e) Crews in interdivisional service tied up under the Hours-of-Service Law, or required to give up train will be deadheaded promptly to destination except when an emergency exists, due to storm, washout, wreck or bridge out, completely blocking crews movement to destination, in which case crew may be required to handle train to destination after having obtained legal rest.

(f) When crews in interdivisional service are tied up under the Hours-of-Service Law and they are to be relieved by another crew, an extra crew from the destination extra board will be used to handle train to destination.

SECTION IV

(a) Employees in interdivisional service will lay off at home terminal, except in case of emergency, and will report at home terminal only.

(b) Vacancies at home terminals will be protected by men from home terminal extra boards, i.e., vacancies on Arkansas City crews from Arkansas City extra boards and on Gainesville crews from Gainesville extra boards.

(c) Vacancies resulting from emergencies at the away-from-home terminal will be protected by men from the away-from-home terminal extra board. Such extra men so used will be deadheaded to their extra board terminal after completion of trip.

(d) Employees in interdivisional service who lay off at away-from-home terminal account of illness or injury to himself or an immediate member of his family will be permitted to ride a train to home terminal.

(e) Interdivisional crews used as a unit in other than interdivisional service will be paid not less than they would have earned in interdivisional service.

SECTION V

(a) It is not intended that interdivisional service crews assigned under the terms of this Agreement, will be required to perform local freight work such as station, plant and industrial switching. If, however, such service is required, said crew will be allowed actual time consumed with a minimum of thirty minutes (30") at pro rata rate, for each point, in addition to all other compensation for the day or trip.

NOTE 1: At yards where payments are due under Sections 3 or 4 of the Eastern Lines Switching Agreement the above will not apply.

NOTE 2: Spotting of cars at a particular location on a designated track, switching out cars from behind other cars, or making other than straight set out and/or pick up, shall be considered station or industrial switching in the application of this Section V.

(b) When a crew in interdivisional service is required to stop at more than three points enroute for the purpose of making any change in the train content (other than setting out bad order car from train) said crew will be allowed actual time aggregated with a minimum of thirty minutes (30") at pro rata rate, in addition to all other compensation for the day or trip. "Change in the train content" means when cars are added to or taken from the train.

NOTE: When switching is paid for under Sections 3 or 4 of the Eastern Lines Switching Agreement at an intermediate point such point will be excluded from count or consideration of this Section V(b).

(c) The provisions of the conversion rules of the respective agreements are set aside when crew receives compensation under the provisions of Sections V(a) and/or (b) of this Agreement

SECTION VI

(a) The carrier shall determine the conditions under which interdivisional service crews may stop to eat. When such crews are not permitted to stop to eat, members thereof shall be paid an allowance of \$1.50 for the trip, it being understood such crews will not be required to make request to eat.

(b) Crews required to report for duty or who are relieved from duty, at a point other than the on and off-duty points designated for the service established, the Carrier shall provide suitable transportation for the crews between such point and the designated on and/or off-duty point.

(c) Crews will be allowed a \$2.00 meal allowance after 4' at the away-from-home terminal and another \$2.00 allowance after being held an additional 8'.

NOTE: If any agreement is reached in negotiations between the United Transportation Union and the National Railway Labor Conference which amends either Article XI or Article XII of the January 27, 1972 Agreement and such amendments improve the conditions provided for in this Agreement those provisions will supersede the provisions of this Agreement.

SECTION VII

(a) When a crew assigned 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 respective Schedules, 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 respective Schedules, Awards or practices, and maintain their standing on the board.

(c) Crews in interdivisional service, working in the same pool, departing from the same initial terminal and going to the same objective terminal over the same route, who are run around on the road by home crew, or crews, will regain their turn at the away-from-home terminal, if possible, otherwise, they will regain their turn at their home terminal with the same relative standing held with other home crews before being run around. Additionally, such crews not called in turn account insufficient rest will regain their turn at their home terminal with the same relative standing held with other home crews at the away-from-home terminal. At time of tying up, such crews will notify the forces in charge of crew board, in writing, of the crew and/or crews they are entitled to be marked ahead of. When crews are given their turn in accordance with information furnished, the Carrier will not be penalized. This does not relieve the Carrier of payments provided for in the respective Schedules when crews are not run in proper turn.

SECTION VIII

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

(b) In the application of the Local Freight Conversion Rule, one tour of duty encompassing service on both districts will be considered a single trip and the highest local freight differential will be applicable. Also, the 1'45" referred to in Section 1(c) of the Eastern Lines' Conversion Rule is changed to 1'30".

SECTION IX

(a) When a crew is required to exchange trains with another crew enroute, the crew will be paid the full mileage of the trip for which originally called, plus extra compensation on a minute basis for all time consumed from departure after trading trains until arrival and going off duty at their final terminal. All payments to be at the highest rate applicable to any of the service performed enroute.

SECTION X

Crews will continue to receive not less than the mileage allowances presently being paid between Arkansas City and Gainesville and between Gainesville and Arkansas City, unless such mileage is decreased or increased due to line changes.

SECTION XI

Employees in interdivisional service will be permitted to advance starting date of vacation to coincide with start of layover days.

SECTION XII

Rules, Agreements, interpretations or practices, however established, are changed only to the extent necessary to permit Carrier to establish interdivisional service as covered by this Agreement.

SECTION XIII

(a) Except as modified by this Agreement, the Santa Fe Eastern Lines Schedules will continue to apply to Middle Division crews and the Southern and Northern Division, Western Lines Agreements will apply to Northern Division crews on these extended runs.

EXCEPTIONS: The May 7, 1937 so-called Switching Agreement and supplements thereto in effect on the Eastern Lines will be made applicable to Northern Division crews. The provisions of the May 7, 1937 Switching Agreement will apply to Oklahoma District crews at Gainesville.

(b) Any alleged inequity, problem or conflict in rules arising as a result of the application of this Agreement will be discussed between the General Managers and the General Chairmen and if determined to be well founded, effort will be made to resolve the issue.

SECTION XIV

This Agreement entered into at Dallas, Texas October 4, 1972, shall become effective October 16, 1972 and remain in full force and effect until changed in accordance with the provisions of the Railway Labor Act, as amended.

FOR THE UNITED TRANSPORTATION UNION:

V. H. Phillips
V. H. Phillips, General Chairman (C&T)

B. R. Putman
B. R. Putman, General Chairman (E)

L. Miller
L. Miller, General Chairman (E)

C. H. Gloystein
C. H. Gloystein, General Chairman (C&T)

FOR THE CARRIER:

L. M. Olson
L. M. Olson, General Manager
Eastern Lines

F. N. Stupp
F. N. Stupp, General Manager
Western Lines

APPROVED:

C. W. Morgan
C. W. Morgan, Vice President