

1992

MEMORANDUM OF AGREEMENT between The Atchison, Topeka and Santa Fe Railway Company and its employees on the former GC&SF represented by the United Transportation Union (C,T,Y).

IT IS AGREED:

ARTICLE I

Enhancement of Supplemental Separation Benefit

Articles 1(c) and 1(e) and Side Letters Nos. 10 and 14 of the Supplemental Benefit and Voluntary Separation Agreement (hereinafter "SBVS") dated August 21, 1989, effective September 1, 1989, are amended as follows:

Immediately upon the effectiveness of this Memorandum of Agreement, Article 1(e) and Side Letter No. 10 of the SBVS are abrogated in their entirety and will have no further effect on current employees.

In lieu of the mechanisms established by Article 1(e) and Side Letter No. 10, the parties agree that \$10,000 of the deferred benefit remaining for each eligible employee under SBVS Article 1(c) and Side Letter No. 16 will be adjusted in the manner described in the immediately following two paragraphs of this Article I, and Santa Fe shall deposit in any appropriate trust established under SBVS Article 1(d) whatever cash may be necessary to fulfill the requirements of SBVS Article 1(d).

Immediately upon the effectiveness of this Memorandum of Agreement, any eligible employee's as yet unpaid \$10,000 will be adjusted pursuant to Article 1(c) through September 1, 1991. Afterwards, such \$10,000 will not be subject to any further adjustment under Article 1(c) or Side Letter No. 14. Rather, on September 1, 1992, such \$10,000, as adjusted in accord with the foregoing, will be increased by the greater of 3.5% or a percentage that is not higher than 10% but otherwise is equivalent to the percentage change in the closing market price of Santa Fe Pacific Corporation common stock (as reported in the "Wall Street Journal") between September 1, 1991 and September 1, 1992.

Then, on September 1 of each succeeding year (1993, etc.), each eligible employee's as yet unpaid \$10,000 supplemental benefit portion (including all interest adjustments provided for by the foregoing) will further be increased by the greater of 3.5% or a percentage which is not higher than 10% but otherwise is equivalent to the percentage change in the closing market price of Santa Fe Pacific Corporation common stock (as reported in the "Wall Street Journal") between that respective September 1 (1993, etc.) and September 1 of the immediately preceding year (1992, etc.).

An example of the effect of this Article I is set forth below.

<u>Date</u>	<u>Base Amount of Benefit Portion</u>	<u>% Increase in SFP Stock Price During Measurement Period</u>	<u>% Increase in Benefit Portion</u>	<u>New Amount of Benefit Portion</u>
9/1/89	-	-	-	\$10,000
9/1/90	\$10,000	-	3.5%	10,350
9/1/91	10,350	-	3.5%	10,712
9/1/92	10,712	12%	10%	11,784
9/1/93	11,784	5%	5%	12,373
9/1/94	12,373	10%	10%	13,610

ARTICLE II

Conductor-only Conditions and Restrictions

As of February 1, 1992 Article 3(c) of the Memorandum of Agreement dated August 21, 1989, effective September 1, 1989, shall be abrogated. In its place the following terms in this Article II shall establish the conditions and restrictions which govern conductor-only service performed on and after February 1, 1992 by employees subject to this Agreement:

1. Conductor-only service may be established on through freight trains between terminals, initially as described in Section 8 herein.

2. Conductors in conductor-only service will not be required to make more than three straight set-outs or three straight pick-ups, or any combination not to exceed three per tour of duty, including work at a terminal or en route, excluding bad orders. For purposes of this Article II, cutting in or cutting out helper power will be considered a pick-up or set-out unless such move is performed by someone other than the conductor on the conductor-only train.

At Mykawa only, for intermodal trains in intermodal facilities, building train from the minimum number of tracks, or yarding train in the minimum number of tracks will count as one of the pick-ups and/or set-outs. Double-overs from the main line will not be allowed at Mykawa.

3. Conductor-only trains will be protected by the conductors' pools. Conductors' and brakemen's chain gang turns will be separated, and separate conductors' and brakemen's pools will be established to protect all service, including conductor-only service, except as limited by Section 8 below.

4. District miles will be allowed. The overmile rate for conductors protecting service under this Article II will be at the basic mileage rate in effect June 30, 1988.

NOTE: For example, the run from Temple to Houston presently pays \$.9671 per mile for overmiles. Under this provision, the overmile rate for conductor-only would be \$.9925 per mile.

5. Conductors protecting this service who do not stop to eat en route will be allowed \$1.50, unless time on duty exceeds 8 hours, in which event they will be allowed \$6.00.

6. Conductors operating conductor-only trains which perform in excess of the moves provided in Section 2 above will be allowed the one-way trip mileage a brakeman would have earned had he been a member of the crew.

7. A brakeman used out of the home terminal in pool freight service with a conductor will remain with that conductor for the entire round trip.

8. Conductor-only trains may be operated in the freight pools between terminals pursuant to the restrictions set forth in Section 2 above.

Brakemen's pool positions will be maintained as set forth below:

- (a) Conductors' pools will be regulated in accordance with schedule rules based on the mileage of all trains operated in the pool by pool conductors.
- (b) All brakemen's pools will be abolished, the brakemen's extra board will be abolished, and the conductors' extra board will be abolished. A combination conductors'/brakemen's extra board will be established in their place to protect all brakemen's unassigned freight work and all other conductors' and brakemen's vacancies. Occupants on the combination board will be covered by the conductors' guaranteed extra board guarantee.
- (c) The number of brakemen from the freight pool who will occupy positions on the extra board will be governed by the following:

Upon implementation	25%	of conductors'	pool	turns
Year 2	20%	of conductors'	pool	turns
Year 3	15%	of conductors'	pool	turns
Year 5 and thereafter	0%	of conductors'	pool	turns.

All fractions will be rounded to the next lowest number.

- (d) Occupancy on the combination conductors'/ brakemen's extra board will be calculated at a minimum of the number of brakemen's slots plus 40% of all conductors' pool turns and assigned positions and all assigned brakemen's positions. All fractions will be rounded to the next highest number.

For example:

Conductors' pool	13	
Conductors' assignments	6	
Brakemen's assignments	6	
	25	$25 \times .40 = 10$
Brakemen's pool slots	3	$3 + 10 = 13$ on extra board

At the beginning of Year 5 and thereafter, occupancy on the combination board will be calculated at a minimum of 25%, providing that 25% of the number of brakemen used in pool freight service in preceding 10 days periods be used in calculating the number on the combination board.

- (e) The Carrier will determine which trains will be operated conductor-only based on the guidelines of Sections 2 and 7 of this Article II.
- (f) Trains consisting of at least 90% new business added subsequent to the effective date of this agreement which cause an increase in the number of conductors' pool turns will not cause a corresponding increase in brakemen's pool turns.

9. Following the effective date of this Article, should any member(s) of another craft or Organization receive payment(s) of any nature dealing with the size of the train and/or size of the ground crew and/or work en route which payment(s) were not provided for prior to the effective date of this Agreement, the member(s) of the ground crew will receive the same payment(s) in addition to all other earnings.

ARTICLE III

Deadheading

Article VI, Section 2(a) of the October 31, 1985 UTU National Agreement will be changed to read:

For Present Employees (pre-November 1, 1985):

Employees deadheading separate and apart from

service will be paid a minimum of a basic day and 50 cents per mile for all miles in excess of the basic day, at the rate applicable to the class of service in connection with which deadheading is performed. If actual time consumed is greater, it will be allowed instead.

NOTE: For example, an employee on a district of 200 miles who deadheads in 10 hours would be allowed a basic day (currently 114 miles), two hours at straight time for the time in excess of eight hours (29 miles) and 57 overmiles at 50¢ per mile (114 + 29 + 57 = 200).

ARTICLE IV

Road/Yard

Article VIII, Section 1(b) of the October 31, 1985 UTU National Agreement is amended to include the following:

- (a) All progressive move requirements in connection with making pick-ups and/or set-outs at the initial and/or final terminal are eliminated. A road crew may make up to two straight pick-ups; or, two straight set-outs; or, one straight pick-up and one straight set-out in addition to picking up its train at the initial terminal. Likewise, a road crew may also make up to two straight pick-ups; or, two straight set-outs; or, one straight pick-up and one straight set-out in addition to yarding its train at the final terminal. In connection with the above handling, the road crew can spot, pull, couple or uncouple cars set out or picked up by it and reset any cars disturbed.
- (b) Each road crew may make one pick-up at the initial terminal after taking charge of a solid-over-the-road train from a foreign line carrier or make one set-out at the final terminal prior to delivering a solid-over-the-road train to a foreign line carrier.
- (c) Yard service employees represented by the UTU General Committee signatory hereto who are adversely affected by application of the work rule change provided for above in this Article IV shall, to the extent of such adverse effect, be afforded the protection established by Article I (except Section 4) of the New York Dock protective conditions (Appendix III, F.D. 28250).

ARTICLE V

Expansion of Supplemental Separation Benefit Eligibility

Article 1 and Side Letter No. 7 of the Supplemental Benefit and Voluntary Separation Agreement (hereinafter "SBVS") signed August 21, 1989, effective September 1, 1989, will be amended to include the following terms which shall control even in the event of any inconsistency between their requirements and anything already set forth in Article 1 and Side Letter No. 7:

On and after the effective date of this Memorandum of Agreement (initialed on December 18, 1991), "eligible employees" under Article 1 of the SBVS as otherwise amended by this Memorandum of Agreement, shall include any employee who on September 1, 1989, held a seniority date of May 15, 1981 or earlier in a portion of the craft or class represented by a UTU General Committee signatory hereto and on September 1, 1989 was on an authorized leave of absence from service with Santa Fe Railway in the craft or class for any purpose except to work for another railroad, and who after September 1, 1989: ceased to be on such leave of absence, was then eligible and able to mark up for service in the craft or class, was then medically qualified by Santa Fe to return to service in the craft or class, then passed any required rules examinations, and otherwise was then fully cleared by Santa Fe and entitled to mark up for service with Santa Fe in the craft or class.

The Carrier further agrees to amend The Atchison, Topeka and Santa Fe Railway Company Pension Plan for Conductors, Trainmen and Yardmen on the Western Region (Coast Lines) and Texas Division, The Atchison, Topeka and Santa Fe Railway Company Stock and Savings Plan for Conductors, Trainmen and Yardmen on the Western Region (Coast Lines) and Texas Division, The Atchison, Topeka and Santa Fe Railway Company Excess Benefit Plan, and Voluntary Severance Plan to accord with this amendment to Article 1 and Side Letter No. 7 of the SBVS.

In lieu of the application of Article 1(d), it was agreed and understood prior to November 19, 1989, that the Carrier would provide by December 1, 1989, an irrevocable letter of credit issued by an issuer, and otherwise containing terms and conditions, acceptable to United Transportation Union (CT&Y) ("UTU") in favor of one or more beneficiaries, to be designated by the Carrier and by UTU, to fund the supplemental separation benefits provided for in the attachment to the SBVS.

The intent of this Article V is to expand the original supplemental benefit eligibility criteria so that employees who have been ineligible solely because they were on approved leaves of absence from the craft on September 1, 1989 for reasons other than to work for another railroad, may acquire eligibility without first having to perform six months or more of active service.

relevant craft or class of May 15, 1981 or earlier, who was on an approved leave of absence from the craft on September 1, 1989 by reason of disability, personal injury, sickness, military service, official union service, government service, or for educational purposes, and who later comes off such leave and is then eligible, able and fully qualified as described above to perform craft service in the craft, would acquire supplemental benefit eligibility, without returning to work in the craft for six months.

ARTICLE VI

Reserve Board

Article 4 of the Memorandum of Agreement effective September 1, 1989, is amended as follows:

- (a) Carrier will establish one brakeman/yardman reserve board on each seniority district for employees with a seniority date prior to December 15, 1991 and the number of positions on each reserve board will be equal to the number of excess brakemen/yardmen resulting from the application of this agreement, i.e., the number of employees unable to hold an assignment or the extra board. All reserve boards established hereunder will be extended seven years to August 31, 2006. Thereafter, such reserve boards will be extended to protected employees under the terms of this Agreement only in each case where such an employee is (1) force assigned to the reserve board and (2) has successfully passed promotion to locomotive engineer. The Carrier will offer sufficient classes to ensure trainmen have the opportunity to pass locomotive engineer promotions. Trainmen who have submitted an application for engineers' promotion training prior to September 1, 2001 will be afforded reserve board protection after August 31, 2006 if in the intervening five years they were not allowed the opportunity to attempt engineers' promotion.
- (b) Absent sufficient voluntary requests for the reserve board from senior employees, the most junior excess brakemen/yardmen will be assigned.
- (c) Employees on reserve boards will be subject to the following conditions:
 1. An employee shall receive the greater of:
 - (a) 70% of the greater of his/her actual 1988, 1989, 1990 or 1991 earnings (excluding any extraordinary payments such as lump sums or moving/real estate benefits), or
 - (b) 70% of the current helper's rate (subject to future wage increases) for five days per week.
 - (c) For an employee with a seniority

date prior to the effective date of this Agreement who is forced to the reserve board, the higher of 70% of his actual prior year's earnings (less extraordinary payments as set forth above), or 70% of his actual earnings the last year he actually worked in the craft (less the extraordinary payments). Note that payment may be received under VI(c)1(a) above if it would produce greater compensation.

2. An employee on the reserve board must remain in that status until he either (i) is recalled and returns to service, (ii) resigns from employment with the carrier, (iii) retires on an annuity (including a disability annuity) under the Railroad Retirement Act, (iv) becomes otherwise not entitled to free exercise of seniority under agreement rules, or (v) elects to return to active service after being in reserve status voluntarily for 30 consecutive days, whichever occurs first. If an employee voluntarily elects to return, he must remain in active service, seniority permitting, for 120 consecutive working days before being permitted to again elect reserve status.
3. Any employee on the reserve board for 24 consecutive months, must mark up, seniority permitting, and be available for active service for 120 consecutive days before regaining eligibility for reserve status.
4. Reserve employees must maintain the same train service proficiencies while in such status as are required of employees in active train service, including successfully completing any retraining or refresher programs that the carrier may require and passing any tests or examinations (including physical examinations) administered for purposes of determining whether such proficiencies and abilities have been maintained. Employees will be notified by certified mail of required tests and examinations. Reserve employees also must hold themselves available for return to service upon seven days' notice, sent by certified mail, and must return to service in compliance with such notice. Reserve pay will cease as of recall date; however, an employee who returns to service within the first three calendar days of the seven day recall period will receive Reserve Board pay until the end of the three calendar days (commencing with date of notification), in addition to all other earnings. Otherwise, an employee recalled from a Reserve Board would be entitled to no payment from the time of recall

until he returns to service. The 7-day time limit will commence upon receipt of recall notice, unless contacted earlier by telephone, or unless notification is received from the post office that the letter was undeliverable. Failure to comply with any of these requirements will result in the employee being subject to discipline. Reserve employees will be recalled to remain in active service a minimum of seven days, prior to again being forced to the reserve board.

NOTE: If for any reason an employee is unable to report within the seven days, he will advise the Supervisor-Manpower Planning and will be allowed to lay off for an additional eight days.

5. No other payments (including attending book of rules class or retraining class) will be made to or on behalf of a reserve employee except (i) payment of premiums under applicable health and welfare plans, and (ii) as may otherwise be provided for in this rule. No deductions from pay will be made on behalf of a reserve employee except (i) deductions of income, employment or payroll taxes (including railroad retirement taxes) pursuant to federal, state or local law; (ii) deductions of dues pursuant to an applicable union shop agreement and any other deductions authorized by agreement, (iii) as may otherwise be authorized by this rule and (iv) any other legally required deduction.
6. Reserve employees will be considered in active service for the purpose of any agreement respecting brakemen/yardmen's rights to work.
7. Other non-railroad employment while in reserve status is permissible so long as there is no conflict of interest. Other employment, which may be considered a conflict of interest, must receive prior authorization from the Assistant Vice President-Operations. There will be no offset for outside earnings.
8. An employee observing vacation while in reserve status will receive vacation pay or reserve pay, whichever is greater. Time spent in reserve status will not count toward determining whether the employee is eligible for vacation in succeeding years. It will count as time in determining the length of the vacation to which an employee, otherwise eligible, is entitled.

9. Reserve brakemen/yardmen are not eligible for:

Holiday Pay,
Personal Leave Days,
Bereavement Leave,
Jury Pay or,
Other similar special allowances,

that are applicable to employees in active service. However, exclusively for purposes of applying the terms of "ARTICLE II, PART A" of the "November 1, 1991 [national labor mandate] IMPLEMENTING DOCUMENTS applicable to employees represented by the United Transportation Union" in the case of employees covered by this Memorandum of Agreement, every calendar day such an employee occupies a reserve board or supplemental guaranteed extra board position under this Article VI, shall be deemed the equivalent of six (6) "straight time hours paid for", within the meaning of that phrase in said ARTICLE II, PART A of the [national labor mandate] IMPLEMENTING DOCUMENTS. In this way, time spent on a reserve board or supplemental guaranteed extra board by an employee covered by this Memorandum of Agreement shall be credited toward that employee's entitlement to any of the "Cost-of-Living Lump Sum Payments" otherwise provided for by the national labor mandate.

NOTE: An employee entitled to personal leave days in active service may carry over unused days while in reserve status but may not accumulate additional days or observe personal leave while on reserve board.

10. When junior employees are in reserve status, a senior employee may request such status. The carrier will grant the request and if needs of the service dictate, will recall the junior reserve employee.
11. In order to prevent the furlough of pre-December 15, 1991 employees in the event of a decline in business, those employees may utilize the reserve board. The number of positions on a reserve board will not exceed the number of positions that otherwise would have been available under the May 19, 1981 Crew Consist Agreement. The number of yardmen's and brakemen's extra board positions will be inflated by 1.75 in determining the number of reserve board positions. For example, if there are 20 extra board positions, there will be 35 corresponding reserve board positions ($20 \times 1.75 = 35$). For example:

<u>No. of Crews</u>	<u>Size of Each Crew</u>	<u>Reserve Board Count</u>
25 pool crews	1 (25 + 25)	50
5 locals/road switchers	2	5
7 yard engines	2	7
1 yard engine	3	0
5 yardmen's extra board	- (5 x 1.75)	9
18 combination extra board	- (18 x 1.75)	<u>32</u>
		*103

*In this example, the total number of reserve board positions could not exceed 103. Any increase or decrease in the number of crews would result in a corresponding increase or decrease in the maximum number of reserve board positions.

Should there be any employees off-in-force reduction and a vacancy occurs on the reserve board, the senior furloughed employee will be recalled promptly.

12. Reserve board employees may elect to protect service at a designated location when a combination or yardman extra board is exhausted. These earnings will not be used to offset reserve pay.
13. Supplemental guaranteed extra boards will be established to protect those vacancies which occur when the corresponding combination or yardmen's extra boards are exhausted.
 - a. Occupancy on the board will be governed by seniority choice. In the absence of sufficient bids, the junior employees on the reserve board will be assigned in reverse seniority order. Junior employees may restrict themselves to force assignment to only one supplemental guaranteed extra board on a seniority district.
 - b. Employees on each supplemental guaranteed extra board will work first-in, first-out among themselves.
 - c. Carrier will regulate the number of employees on each supplemental guaranteed extra board, but this number shall not exceed 50% of the total number of slots on the corresponding reserve board. Supplemental guaranteed extra boards will be established with existing guaranteed extra boards when the needs of the service warrant.

- d. Employees on the supplemental guaranteed extra board will be compensated in accordance with Article VI c.1 above in this Memorandum of Agreement. Earnings by supplemental guaranteed extra board employees when used to work will not offset their supplemental guarantee pay.
- e. An employee on the supplemental guaranteed extra board must be available for call. Employees on the supplemental guaranteed extra board will be allowed to lay off without deduction in pay between 12:01 am on Tuesday and 11:59 pm on Thursday of each week. A layoff at any other time will result in deduction of a day's supplemental guarantee for each day or portion thereof the employee lays off. An employee on the supplemental guaranteed extra board for 30, 60 or 90 consecutive days without laying off will, respectively, be allowed to lay off for 7, 14 or 21 consecutive days with pay.
- f. Employees on the supplemental guaranteed extra board will be covered by the provisions of the Reserve Board Article except as specified in this Section 13. Occupancy on the supplemental guaranteed extra board will be considered active service in fulfilling the 120-day requirement of Section (c)2(v) of this Article VI. Days not worked on the supplemental guaranteed extra board will count towards vacation entitlement as provided for in Article 60, Section 1(g) of the Road Schedule. Employees will also be entitled to earn and observe personal leave days while occupying the supplemental guaranteed extra board.

ARTICLE VII

Calling Rule

All agreement rules, awards or practices, however established, which provide for calling employees in person or which provide for giving calls to employees for their regularly assigned on-duty times at home terminals are eliminated.

NOTE 1: If an employee is establishing a new residence, he will have up to twenty-one days to secure and have installed a working phone and/or provide a pager number.

ARTICLE VIII

Mark-ups at Outlying Points

Each incumbent who lays off at an outlying point in assigned service must mark up prior to the tie up of his assignment at the home terminal of the assignment in order to work the next trip or tour of duty. If he fails to mark up by the tie up time, the extra employee will be held and work the next trip or tour of duty.

NOTE: This does not include pool turns between Houston and Temple.

ARTICLE IX

Vacation Float

- (a) Conductors, brakemen and yardmen entitled to two or more weeks' vacation, whether assigned to take their entire vacation in one period or split into two periods, may, at any time prior to the assigned starting time of their vacation period(s), request to lay off and count one or two week(s) of such layoff time as the beginning or concluding portion of their assigned vacation. If an employee has scheduled a split vacation, the float will be taken from the beginning or concluding portion of the nearest unobserved split period. Such requests must be in writing and presented prior to time of lay off. It will be the responsibility of the individual to notify the crew clerk in writing prior to the start of his assigned vacation that he has previously taken one or two week(s) of his vacation. Such layoff and float will be permitted only when, in the opinion of the Management, relief can be afforded. This will permit an employee to possibly take vacation in five separate week increments.
- (b) When the foregoing provisions are utilized, an vacation, and the applicable portions of the so-called "Split Vacation Agreement" will govern.
- (c) The total number of weeks of vacation for a seniority district (or location where applicable) will be divided by 51 or 52. The resulting number will then be increased by 10% to arrive at the maximum number (fractions will be rounded to the next highest number) allowable to schedule for vacation in any given week. Local supervision and the local chairman may agree to a greater or lesser

number, depending upon service requirements. The above number will be increased to 25% to allow a net of 15% vacation slots available for floats.

ARTICLE X

Bereavement Leave

(a) Bereavement leave will be allowed in case of death of an employee's brother, sister, parent, child, spouse, or spouse's parent.

NOTE: In connection with the above, death of a half-brother or half-sister would entitle an employee to bereavement leave, but death of a stepbrother, stepsister, stepparents or stepchildren would not. However, this rule is applicable to a family relationship through the legal adoption process.

(b) In such cases, three minimum day's pay at the rate of the last service rendered will be allowed for the three days following date of death provided an employee is off on those days. An employee need not have stood to work on one or more of the days in order to receive bereavement leave pay.

NOTE: Bereavement pay will not be applicable during an employee's vacation. Also, if an employee qualifies for holiday pay on a holiday which occurs on a day the employee also qualifies for bereavement leave pay, he would only be entitled to one basic day's pay for that day.

(c) Employees involved will make provision for taking leave with their supervisor in the usual manner.

ARTICLE XI

Jury Duty

(a) When an employee is summoned for jury duty and is required to lose time from his assignment as a result thereof, he will be paid for actual time lost with a minimum of a basic day's pay at the straight time rate of his position for each calendar day lost less the amount allowed him for jury service for each such day, excepting allowances paid by the court for meals, lodging or transportation, subject to the following qualification requirements and limitations:

- (1) An employee must furnish the carrier with a statement from the court of jury allowances paid and the days on which jury duty was performed.
- (2) The number of days for which jury duty pay will be paid is limited to a maximum of 60 days in any calendar year.
- (3) No jury duty pay will be allowed for any day on which the employee is entitled to vacation or holiday pay.

ARTICLE XII

Inapplicability of National Crew Consist Resolution

The parties hereby agree that any provisions in the national labor mandate effective July 29, 1991 between the National Carriers' Conference Committee and United Transportation Union (CT&Y), i.e., the recommendations of Presidential Emergency Board No. 219 as made binding by House Joint Resolution 222, Public Law 102-29, which specifically provide for crew consist modification or which establish a procedure through which a carrier may pursue crew consist resolution, do not apply in the case of employees represented by any UTU General Committee signatory to this Agreement.

ARTICLE XIII

Meal En Route Allowance

The Memorandums of Agreement providing for a monetary allowance when on duty in excess of 8 hours and not allowed to eat en route will apply to all crews in assigned or unassigned freight service whether working or deadheading if on duty in excess of eight hours.

ARTICLE XIV

Attachment C to the Memorandum of Agreement effective September 1, 1989, is changed by adding the following sentence to paragraph b.:

The guarantee will not be offset by earnings in another grade of service (e.g., extra yardman used as a brakeman).

ARTICLE XV

Attachment C to the Memorandum of Agreement effective September 1, 1989, is changed by adding the following sentence to paragraph b.:

The guarantee will not be offset by the penalty (20 minutes at time and one-half) for a late meal period.

ARTICLE XVI

Special Through Freight Car Scale Additive

Each road freight conductor and brakeman who works in unassigned pool freight service and in assigned through freight service (including extra crew members used for Hours of Service Law relief for this service) will be paid a special car scale additive as follows:

\$15.00 will be paid to an employee for every trip he works as a conductor in the service described above in this Article XVI, and \$7.00 will be paid to an employee for every trip he works as a brakeman in the service described above in this Article XVI. This allowance shall be paid in addition to the existing car scale additive.

ARTICLE XVII

Standing Bids

Schedule rules and agreements covering assignments and vacancies for conductors, trainmen and yardmen are changed as follows:

1. An employee in train or yard service may exercise seniority by bidding or bumping on any position as conductor, trainman or yardman for which eligible under the current agreements.
2. A vacancy (including vacation) of 10 days or longer in train or yard service, including extra boards, will be considered as permanent and filled by a standing bid. Vacation vacancies of two weeks or more at outlying points where no standing bid is received will be protected by the governing extra board. All standing bids for 12:01 a.m. Monday vacations must be on file no later than 10:00 a.m. on Sunday.
3. All standing bids for conductors', trainmen's and yardmen's vacancies will be destroyed as of 12:01 a.m., October 1 of each year, and those so desiring will be required

to submit new standing bids to be effective as of that time. A standing bid will also be destroyed when a conductor, trainman or yardman is assigned to a vacancy on the basis of his first choice on the standing bid. The standing bid will also be destroyed when a conductor, trainman or yardman is the successful applicant for an advertised assignment.

4. An employee whose former assignment has been filled during his absence under Section 2 hereof will, upon marking up for service, exercise seniority.

5. When exercising seniority, a conductor or brakeman desiring to displace on an extra board will displace the junior employee.

6. New assignments (other than increases to pool freight and extra boards) will be advertised. The senior applicant will be assigned at the time the bulletin closes, which will be 10:00 a.m. An assignment that has been impaired under Article 44(a)(3) of the Trainmen's Schedule or Article 17(a) of the Yardmen's Schedule will be advertised as a new assignment. Advertisements will be posted for five days.

7. Standing bids must be in writing and filed with the proper authority. A copy of the standing bid must be retained by the employee.

8. Only one standing bid may be on file at any one time. The standing bid must designate the assignments desired in preference order, regardless of grade of service (i.e. conductor, brakeman, yardman) or class of service (i.e. through freight, extra board, local, etc.). The most desired assignment will be designated as first choice, the next most desired assignment as second, etc. In the event an applicant is the senior bidder for more than one vacancy being filled simultaneously, he will be assigned to the one for which he has indicated the greatest preference.

NOTE: If an applicant is the senior bidder for an assignment based on other than his first choice on the standing bid, the entire standing bid form remains intact. For example, an applicant with 10 choices on his standing bid is awarded choice No. 5. In this case, choices 6-10 remain but he would not be assigned to any of these choices while occupying an assignment of higher choice.

9. A standing bid may be changed or withdrawn at any time prior to the date it is honored by serving written notice to the proper authority, but such change or withdrawal will not

be effective until 48 hours after it is filed. A copy of such change or withdrawal must be retained by the employee.

NOTE: A standing bid will take effect immediately when submitted if the employee has no standing bid on file or did not change, withdraw or have a standing bid destroyed under Section 3 within the previous 48 hours.

10. An employee who is granted formal leave of absence for ten or more days will be obligated to observe a minimum of ten days and will not be permitted to mark up available for service until after the expiration of the tenth calendar day.

11. An employee will not be permitted to voluntarily relinquish his position other than by bidding unless he has held the position for at least 30 consecutive days and will then be permitted to exercise seniority.

12. When the number of employees on an extra board is reduced, the junior employee(s) will be removed, unless there are requests from senior employees. When the number of turns in a freight pool is reduced, the turns will be removed in reverse numerical order.

13. An employee losing his assignment, including extra board, through no fault or action or his own must, unless he receives permission to lay off, exercise seniority within 2 calendar days, calculated from time of notification or release from assignment, whichever is later, commencing with the first full calendar day thereafter. If the employee fails to make displacement within the 48 hour period, he will lose his bump and be forced to displace the junior employee at the source of supply. This will not change the demarcation between road and yard.

14. In the absence of a bid for a permanent vacancy or new assignment, the position will be filled in the following sequence:

- (a) Conductor's vacancy - The junior promoted conductor working as a brakeman at that location (source of supply).
- (b) Brakeman's vacancy - The junior brakeman on the extra board at that point (source of supply).
- (c) Yardman's vacancy - Fill under yardmen's schedule rules.

NOTE: When an employee is force assigned, he may at that time give written notice of his desire to be relieved when a junior qualified employee becomes available at that source of supply, giving copy to local chairman(men). When the junior employee becomes available (i.e., is marked up and ready to work the assignment), the employee who had been force assigned will be released from the assignment, and the junior employee will be placed on the vacancy. No deadhead pay will be allowed in connection therewith. The employee released, if released from a conductor's position, will have a full exercise of seniority. The employee released, if from a brakeman's position, must return to the brakemen's extra board.

This Article will remain in effect for 180 days, after which it may be amended or automatically abrogated upon 10 days' written notice by either party.

ARTICLE XVIII

Lump Sum Payment

If and only if this Agreement is ratified by the employees (and the Carrier is notified of such ratification) on or before January 30, 1992, the Carrier shall pay to each "covered" employee as defined in this Article XVIII a lump sum of \$2,000.00 (gross), subject to the following:

1. For purposes of this Article XVIII, a "covered" employee shall be any employee who on the earlier of December 30, 1991 or the date this Agreement is ratified, holds seniority in a portion of the craft or class represented by the UTU General Committee signatory hereto, and who between December 30, 1991 and January 30, 1992 is eligible and able to mark up for service in the craft or class, or during that period occupies a position on a reserve board established under any agreement then in effect between the Carrier and the UTU General Committee signatory to this Agreement, and is not then employed by another railroad. Further, any employee holding seniority in a portion of the craft or class represented by the UTU General Committee signatory hereto on the earlier of December 30, 1991 or the date this Agreement is ratified who is ineligible to mark up for service throughout the period December 30, 1991 and January 30, 1992 solely because he is on disciplinary suspension from service in the craft or class shall become a "covered" employee within the meaning of this Article XIX upon regaining eligibility (and provided he is then able) to mark up for service in the craft or class on or before December 30, 1992.

2. Each covered employee shall be paid the lump sum provided for in this Article XVIII no later than February 15, 1992, unless he becomes "covered" as defined in this Article XVIII after January 30, 1992, in which case he shall be paid within thirty days of achieving such status.

ARTICLE XIX

Voluntary Separation Allowance

The carrier shall make available to each "covered" employee as defined below in this Article XIX a voluntary separation allowance of \$30,000 (gross), subject to the following:

1. For purposes of this Article XIX, a "covered" employee shall be any employee who during the period in which voluntary separations are being solicited by the Carrier under this Article XIX, holds a seniority date prior to October 31, 1985 in a portion of the craft or class represented by the UTU General Committee signatory hereto, and during such period is eligible and able to mark up for service in the craft or class or occupies a position on a reserve board established under any agreement then in effect between the Carrier and the UTU General Committee signatory hereto, and is not then employed by another railroad.

2. Voluntary separation allowances will be offered by the Carrier under this Article XIX for a period of 90 days following the signing of this Agreement.

3. Actual payment of each voluntary separation allowance provided for under this Article XIX shall be made in the manner and under the conditions set forth in Attachment A to this Agreement and shall not in any way offset or affect the distribution to the recipient of any "supplemental benefit" to which he may be entitled under the September 1, 1989 crew consist agreement (as amended) between the Carrier and the UTU General Committee signatory to this Agreement.

4. In the case of any covered employee who properly accepts a voluntary separation offer under this Article XIX but whose services are required by the Carrier, the Carrier may defer payment of the \$30,000 separation allowance until January 15, 1993. In such event, the employee will be paid the \$30,000 separation allowance in the manner and under the conditions set forth in Attachment A on January 15, 1993, provided that as of such time the employee has remained available for service with the Carrier continuously since first properly accepting the voluntary separation offer.

5. The parties understand that each \$30,000 voluntary separation allowance provided for in this Article XIX includes and so shall be offset by any \$2,000 lump sum otherwise made available to the separating employee under Article XVIII of this Agreement. Thus, any "covered" employee as defined in this Article XIX who has received a \$2,000 lump sum under Article XVIII prior to accepting a separation offer under this Article XIX, shall have such \$2,000 deducted from any \$30,000 separation allowance he ultimately receives under this Article XIX.

ARTICLE XI

Moratorium

The moratorium provision contained in Article 24 of the May 19, 1981 Crew Consist Agreement remains in effect, and the terms of that moratorium provision shall also be applicable to the same extent in connection with the portion of this Memorandum of Agreement which specifically sets forth the conditions and restrictions which govern conductor-only service performed by employees covered by this Agreement, and to such portion of this Agreement which establishes reserve board or supplemental guaranteed extra board entitlements on behalf of employees covered by this Agreement. This does not prevent the parties from making changes in any agreement by mutual consent.

This Agreement will become effective at 12:01 a.m. on the 18 th day of February, 1992.

Signed this 17th day of February, 1992.

FOR THE ORGANIZATION:

G R Neal
General Chairman, United
Transportation Union (CTY)

FOR THE CARRIER:

[Signature]
Vice President - Transportation

APPROVED:

J. L. Esley
Vice President, United
Transportation Union

**AGREED-UPON
QUESTIONS AND ANSWERS**

ARTICLE II

Conductor-Only

Q-1 A conductor makes two pick-ups at the initial terminal and one set-out at the final terminal. Is this permissible under Section 2?

A-1 Yes. The conductor had three work events for that tour of duty.

Q-2 A conductor sets out two bad order cars at the initial terminal, one of which is 15 cars deep and the other 48 cars deep. He makes a pick-up and set-out en route, and a set-out at the final terminal. Is this permissible under Section 2?

A-2 Yes. For that tour of duty, the conductor had three work events, because setting out bad orders are not included.

Q-3 A conductor is instructed by radio to set-out a unit for another train which is experiencing power trouble. Is this a set-out under Section 2?

A-3 No. The set-out of the unit was unscheduled and unplanned and was solely to assist the other train.

Q-4 A conductor is instructed to set out two units at an intermediate point for a work trains power. Is this a set-out under Section 2?

A-4 Yes. The set-out of power in this example was planned and therefor counts as one of the three work events.

Q-5 A conductor makes a pick up and set-out at the initial terminal, a pick up en route and a set-out at the final terminal. Is this permissible under Section 2?

A-5 No. The conductor exceeded the three work event limit and would be entitled to the one-way trip brakeman's mileage provided for in Section 6.

- Q-6 A conductor goes on duty at Barstow, makes a pick up at Barstow, makes a set-out en route at San Bernardino and then yards his train on three tracks at Hobart. Is this permissible under Section 2?
- A-6 Yarding the train on the minimum number of tracks at Hobart counts as only one set-out. Thus, if the minimum number of tracks was used, the conductor had three work events. If the minimum number of tracks was not used, then the three work event limit was exceeded.
- Q-7 A conductor in a freight pool lays off. How will his turn be protected?
- A-7 Unless agreements exist at a particular location providing for the conductor to take his turn when laying off, the vacancy will be protected by the conductors' extra board.
- Q-8 Conductor Jones and Brakeman Smith are ordered for 9:00 a.m. for Train ABC. Conductor Doe is ordered for 9:15 a.m. for Train XYZ, a conductor-only train. Prior to arrival at the terminal, Train ABC gets stopped by a hot box detector and Train XYZ arrives first at 9:20 a.m. How will the crews be run?
- A-8 Conductor Doe will be used first out on Train XYZ, which now will depart first. Conductor Jones will still work with Brakeman Smith on Train ABC, which now will depart second, and Conductor Jones will be paid a third of a basic day yard runaround (multiple if applicable).
- Q-9 In the above example, once the crews reach the away-from-home terminal, with which conductor will Brakeman Smith return home?
- A-9 Brakeman Smith will work back to the home terminal with Conductor Jones as provided in Section 7.
- Q-10 A train with a crew of a conductor and brakeman ties up under the Hours of Service Law. May the relief crew be conductor-only?
- A-10 Yes. The relief crew may be conductor-only provided the relief conductor does not make in excess of three pick-ups/set-outs.

Q-11 A conductor on a conductor-only train is required to assemble his locomotive consist at the initial terminal, including coupling and uncoupling several units. Is this permissible, and do the moves count as work events under Section 2 of Article II?

A-11 It is permissible for a conductor in conductor-only service to assemble or disassemble his locomotive consist at the initial or final terminal. The total of all moves made in connection with the assembling of the locomotive consist will count as just one of the three work events.

Q-12 Under Option 2, how will seniority be utilized to and from the combination conductors'/brakemen's extra board?

A-12 During the first four years following implementation, employees will occupy the board based on their brakemen's seniority dates. Thereafter, employees will occupy the board based on their conductors' seniority dates.

ARTICLE IV

Road/Yard

Q-1 A road crew yards their train at the final terminal in Receiving Yard Track No. 8, sets out 10 cars to Receiving Yard Track No. 7, picks up 14 cars from Receiving Yard Track No. 12, and returns them to their train in Track No. 8. They then go off duty. Are such moves permissible?

A-1 Yes.

Q-2 In the above example, could the outbound road crew be required to make the set-out and pick-up instead of the inbound road crew?

A-2 Yes.

Q-3 If the road crew in Question 1 stops the train on the main line and makes a set-out and a pick-up on adjacent yard tracks, is this permissible?

A-3 Yes.

Q-4 Can an inbound road crew after yarding their train, then be required to make set-outs to two different tracks in the same yard?

A-4 Yes, if they have not made a prior pick-up or set-out in the final terminal.

Q-5 May the Carrier require a road crew to make a pick-up of cars within the initial or final terminal and make a set-out of the same cars in another location within the same terminal?

A-5 No, such pick-ups and set-outs must be in connection with their own train.

- Q-6 In the application of the provisions of Section 1(a) of Article VIII, a road crew after receiving the train in the make-up track in yard A is required to make a pick-up or set-out of cars in an adjacent track prior to departing the initial make-up track. Is this permissible under the agreement?
- A-6 Yes.
- Q-7 In the application of Section 1(a) a road crew arrives at the final terminal and is required to make a set-out of cars in A Yard, make a pick-up of cars in B Yard, yard the train in C Yard and double a cut of cars to an adjacent track. Is such movement permissible?
- A-7 No, such movement exceeds the maximum of two pick-ups and/or set-outs.
- Q-8 A road crew receives the train in the A Yard and is required to double the train together. They then make one pick-up before departing the terminal. Is such permissible under the application of Section 1(a)?
- A-8 Yes.
- Q-9 A road crew arrives at their final terminal and is required to make one set-out or pick-up in the A Yard, then proceed to the B Yard to yard the train. After yarding train in B Yard, the road crew is required to take a cut of cars from their train back to the A Yard for set-out and then takes the power to the tie up track. Is such movement permissible under the Agreement?
- A-9 No, because reverse movements of this nature are not contemplated under Article VIII.
- Q-10 In the application of Section 1(b) may a road crew, after taking charge of a solid-over-the-road train, make a pick-up in a foreign Carrier's yard.
- A-10 No.
- Q-11 May a road crew make a set-out in the foreign Carrier's yard prior to delivering a solid-over-the-road train.
- A-11 No.
- Q-12 A road crew goes on duty at their regular on-duty point, handles the engine to a foreign line yard and couples to a solid-over-the-road train. They depart the foreign line yard, travel back into the initial terminal, and make a pick-up before continuing their road trip. Is this move permissible?
- A-12 Yes.

Q-13 A road crew is instructed to make a set-out hanging on to ten cars and a pick-up hanging on to five cars prior to departure. Is this permissible?

A-13 Yes, hanging on to cars while making a pick-up or set-out is considered "straight" pick-up or set-out.

Reserve Board

Q-1 May an employee on the Supplemental Guaranteed Extra Board move to the Reserve Board by request?

A-1 Yes, if a junior employee is occupying the reserve board.

Special Through Freight Car Scale Additive

Q-1 A crew of a conductor and brakeman works from home terminal A to away-from-home terminal B, is off 10 hours and makes a return trip working to terminal A. How many special through freight car scale additives are due?

A-1 The conductor receives two \$15.00 payments and the brakeman two \$7.00 payments, one for each working trip.

Q-2 Are employees hired subsequent to November 1, 1985 entitled to the special additive?

A-2 Yes.

Q-3 Is the special additive subject to future applicable wage increases and COLA adjustments?

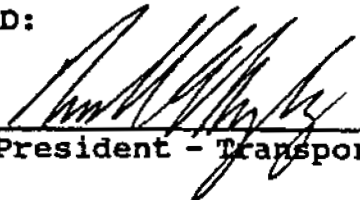
A-3 Yes.

AGREED:



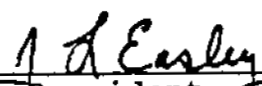
General Chairman
United Transportation Union (CTY)

AGREED:



Vice President - Transportation

APPROVED:



Vice President
United Transportation Union

ATTACHMENT "A"

**VOLUNTARY SEPARATION PROGRAM FOR
COVERED TRAIN AND YARD SERVICE EMPLOYEES**

Article XIX provides a voluntary separation benefit to covered trainmen/yardmen as defined in Article XIX to terminate their employment relationship and accept a lump sum separation allowance of \$30,000, subject to the usual payroll deductions as required by law, including federal and state income taxes, and railroad retirement tax.

Any earned ungranted 1991 vacation pay which may be due, along with earned ungranted 1992 vacation pay, will be allowed in addition to the severance payment; however, the separation allowance will not be included in computing the 1992 vacation allowance.

The separation offer provides for two options.

Under the provisions of Option 1, you may request voluntary separation for the lump sum of \$30,000, less the usual deductions. If you elect to request separation under this Option, complete the attached REQUEST FOR SEPARATION form, indicate Option 1, and submit the form to the Assistant Vice President Regional Operations no later than _____. Upon approval of your request, you will be required to complete RESIGNATION AND RELEASE form and will receive a check for \$30,000, plus compensation for any earned, ungranted vacation, less the usual deductions. If separation under the provisions of Option 1 does not fit your individual needs, you may apply under Option 2.

Under the provisions of Option 2, you may request a dismissal allowance of \$30,000, which would be spread over a number of months not to exceed 24 months. This option allows you to have continued income and health and welfare benefits for up to 24 months after you stop working, and it is our understanding that each month in which you receive a dismissal allowance extends your credited service under the Railroad Retirement Act. Depending on your individual situation, you might select Option 2 to accumulate additional months of credited service to become vested under the Railroad Retirement Act (120 months) or to extend credited service until reaching a certain age to qualify for an annuity. Unless your request is deferred, you will be paid any current wages and earned, ungranted vacation by time check when you sign the DISMISSAL RELEASE AND RESIGNATION form. The \$30,000 will be distributed equally over the number of months you specify, up to 24

months. Applicable taxes and health insurance premiums will be deducted from your monthly check. Miscellaneous deductions, credit union, United Way, etc., will be canceled unless you advise T&PA to the contrary.

Checks covering Option 2 severance payments will be produced for delivery on or about the 16th of each month. You will receive your first check the month following the month in which you resign. Unless you advise us otherwise, your checks will be mailed to your current address as it appeared on your last paycheck. We will adhere to this schedule absent unforeseen difficulties, and ask that you keep us advised of any change in your address.

If you elect to request a dismissal allowance under Option 2, complete the REQUEST FOR SEPARATION form, indicate Option 2, and submit the application to the office of the Assistant Vice President Regional Operations no later than _____. Upon approval of your request, you will be required to complete the DISMISSAL RESIGNATION AND RELEASE form.

This offer will be available for 90 days, or until _____, at which time the offer will expire. Accepted separations may be deferred based on the Company's assessment of the employment level necessary to insure efficient operations as described in Article XIX of the Agreement.

REQUEST FOR SEPARATION

I hereby apply for the following Severance Option:

_____ Option 1
_____ \$30,000 gross lump sum severance payment;
less normal deductions, etc.

_____ Option 2
_____ \$30,000 gross distributed evenly for the period of
_____ months (not to exceed 24 months) and
continuation of health and welfare coverage for a
period of time equal to the duration of the monthly
payments. Normal deductions for applicable taxes
and health insurance premiums will be taken in each
monthly period.

Name _____
(print)

Street Address _____

City, State, Zip Code _____

Social Security Number _____

Telephone Number _____

Date of Birth _____

Seniority Date _____

Seniority District _____

Current Position _____

Signature _____

Date _____



The Atchison, Topeka and Santa Fe Railway Company

1700 East Golf Road
Schaumburg, Illinois 60173-5860

December 4, 1991

Mr. G.R. Neal
General Chairman
United Transportation Union
P.O. Box 1687
Brownwood, TX 76801

Side Letter No. 1

Dear Sir:

This has reference to the Memorandum of Agreement initialed December 18, 1991 concerning various agreement rules.

It is the parties' intent that reasonable layoffs by both unassigned and assigned employees be permitted. The parties realize conductors, trainmen and yardmen are necessary for the seven day per week operation of the railroad. Therefore, the employees understand layoffs must be restricted or curtailed at certain times, and management understands its employees have occasions where they should be permitted to lay off.

Accordingly, the parties commit to work together to prevent excesses on either side, to keep our trains operating on time and to ensure that employees will have reasonable layoff opportunities.

Yours truly,

Russell E. Hagberg
Vice President-Transportation

ACCEPTED:

General Chairman
United Transportation Union, CT&Y

APPROVED:

Vice President
United Transportation Union

The Atchison, Topeka and Santa Fe Railway Company



1700 East Golf Road
Schaumburg, Illinois 60173-5860

December 4, 1991

Mr. G. R. Neal
General Chairman
United Transportation Union
P.O. Box 1687
Brownwood, TX 76801

Side Letter No. 2

Dear Sir:

This has reference to the Memorandum of Agreement initialed December 18, 1991 concerning various agreement rules.

Notwithstanding the provisions of Article VI, Section 13 concerning the Supplemental Guaranteed Extra Board, when employees on the Supplemental Guaranteed Extra Board equal at least 50% of the employees on the Combination Conductors'/Brakemen's Extra Board, the following procedure will govern in place of Paragraph e of Section 13.

The employees on the Supplemental Guaranteed Extra Board will be required to be marked up and available for service for specific intervals commencing at 12:01 am the first day and ending at 11:59 pm the last day of the interval. Such intervals will be determined by the local chairman at the location of the Supplemental Guaranteed Extra Board. The length of the intervals will not be changed by the local chairmen more often than every 90 days. Employees required to be available during these intervals will be determined by taking 50% of the number of employees on the combination Conductors'/Brakemen's Extra Board for the particular interval period. The first out employees on the Supplemental Extra Board equal to that number will be required to be available for service. Layoffs during the interval period by these employees on the Supplemental Guaranteed Extra Board will not be permitted except in the case of extreme emergency.

During the interval period these employees will work first-in, first-out among themselves and will rotate for vacancies which cannot be protected off the regular, combination Conductors'/Brakemen's Extra Board. At the end of the interval, that group of employees will go to the bottom of the Supplemental Guaranteed Extra Board and will be replaced by the next group based on the same formula.

Mr. G.R. Neal
December 4, 1991
Page 2

If the foregoing correctly sets forth our understanding in this regard, please so indicate by signing in the space provided below.

Yours truly,


Russell E. Hagberg
Vice President-Transportation

ACCEPTED:



General Chairman
United Transportation Union



Vice President
United Transportation Union



The Atchison, Topeka and Santa Fe Railway Company

1700 East Golf Road
Schaumburg, Illinois 60173-5860

December 4, 1991

Mr. G.R. Neal
General Chairman
United Transportation Union
P.O. Box 1687
Brownwood, TX 76801

Side Letter No. 3

Dear Sir:

This has reference to the Memorandum of Agreement initialed December 18, 1991 concerning various agreement rules.

This confirms our understanding that an employee's salary or wages received for service as an officer of the United Transportation Union shall be considered the equivalent of that employee's "earnings", i.e., wages received from this carrier for service in the CT&Y craft, for purposes, and within the meaning of, Article VI(c)1 of the Memorandum of Agreement dated February 5, 1991. This understanding is based on the fact that an employee's service as a UTU officer is very closely intertwined with working conditions in, and other affairs of, the craft, and so should be treated in this context like actual service in the craft.

Very truly yours,


Russell E. Hagberg
Vice President-Transportation

AGREED: 

General Chairman (CT&Y)

cc: Mr. J.L. Easley



The Atchison, Topeka and Santa Fe Railway Company

1700 East Golf Road
Schaumburg, Illinois 60173-5860

December 4, 1991

Mr. G.R. Neal
General Chairman
United Transportation Union
P.O. Box 1687
Brownwood, TX 76801

Side Letter No. 4

Dear Sir:

This has reference to the Memorandum of Agreement initialled December 18, 1991 concerning various agreement rules.

Article 6(b) of the Memorandum of Agreement effective September 1, 1989 is changed to read as follows:

b. Helper Vacancies

When the extra board is exhausted, a temporary helper vacancy will be filled in the following sequence:

1. Senior available assigned yardman with request on file;
2. Junior available assigned yardman;
3. First out employee on the supplemental guaranteed extra board;
4. Senior available reserve employee with request on file.

Yardmen used off their assignments will be paid the time and one-half rate.

If the foregoing correctly sets forth our understanding in this regard, please so indicate by signing in the space provided below.

Very truly yours,

Russell E. Hagberg
Vice President-Transportation

ACCEPTED:

General Chairman, UTU

Vice President, UTU



The Atchison, Topeka and Santa Fe Railway Company

1700 East Golf Road
Schaumburg, Illinois 60173-5860

December 4, 1991

Mr. G.R. Neal
General Chairman
United Transportation Union
P.O. Box 1687
Brownwood, TX 76801

Side Letter No. 5

Dear Sir:

This confirms our understanding in connection with negotiation of the Memorandum of Agreement initialed December 18 , 1991.

Any employee who was dismissed from service in the portion of the craft or class represented by you throughout September 1, 1989 and who has been subsequently returned to service with pay for all time lost during such period of dismissal and with all other rights as an employee restored, shall, at the time of his return to service in the craft or class under these conditions, be deemed "eligible" for "supplemental benefit" entitlement within the meaning of Article 1 of the Supplemental Benefit and Voluntary Separation Agreement ("SBVS") dated August 21, 1989, effective September 1, 1989, and relevant side letters to the SBVS, as such agreements and understandings may be amended to date.

If the foregoing correctly sets forth our understanding in this regard, please so indicate by signing in the space provided below.

Very truly yours,



Russell E. Hagberg
Vice President-Transportation

ACCEPTED:



General Chairman
United Transportation Union

APPROVED:



Vice President
United Transportation Union



The Atchison, Topeka and Santa Fe Railway Company

1700 East Golf Road
Schaumburg, Illinois 60173-5860

December 4, 1991

Mr. G.R. Neal
General Chairman
United Transportation Union
P.O. Box 1687
Brownwood, TX 76801

Side Letter No. 6

Dear Sir:

This has reference to the initialed December 18, 1991 Memorandum of Agreement concerning various agreement rules.

It was agreed in the Memorandum of Agreement dated August 21, 1989 that an employee's 1988 W-2 Form would be used to determine the employee's earnings during calendar year 1988 in the application of Article 4. This will still be applicable for that particular year.


An employee who lost time in 1988, 1989, 1990 and 1991 due to union business or an on-duty injury may elect to have his earnings for 1988, 1989, 1990 and 1991 computed by using the average applicable earnings of the employee immediately above and immediately below him on the brakemen's roster.

In addition, it is further understood that an employee who was in a suspended/dismissed status during 1988, 1989, 1990 and 1991 and who is subsequently awarded pay for time lost shall have his test period earnings adjusted to reflect the award of pay for time lost applicable to 1988, 1989, 1990 and 1991 in accordance with Coast Lines Understanding of October 23, 1984 and Northern and Southern Divisions Understanding of February 18, 1986.

Mr. G.R. Neal
December 4, 1991
Page 2

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

Yours truly,


Russell E. Hagberg
Vice President-Human Resources

cc: Mr. J. L. Easley

ACCEPTED:



General Chairman (CT&Y)

APPROVED:



Vice President, UTU



The Atchison, Topeka and Santa Fe Railway Company

1700 East Golf Road
Schaumburg, Illinois 60173-5860

December 4, 1991

Mr. G.R. Neal
General Chairman
United Transportation Union
P.O. Box 1687
Brownwood, TX 76801

Side Letter No.7

Dear Sir:

This has reference to the Memorandum of Agreement initialled December 18, 1991 concerning various agreement rules.

During our negotiations we discussed the potential problem that may exist on the new combination conductors'/brakemen's extra boards due to the fact that we have a number of trainmen who have not been promoted to conductor. As a result of the implementation of this agreement, non-promoted employees could be limited in the exercise of their seniority. To resolve this problem it is agreed:

1. Effective on the implementation date of this agreement, all non-promoted brakemen/yardmen holding seniority on seniority districts on the former Coast Lines will be placed on a conductor class list in their relative brakemen's/yardmen's seniority order. Every brakeman/yardman on such a list will be afforded the opportunity to take a conductors' promotion examination pursuant to the basic agreement, and this Letter of Understanding.
2. The Carrier shall, upon this agreement becoming effective, initiate an accelerated program to schedule and hold conductor's promotion classes throughout the territory covered by this agreement. Every effort will be made to ensure that all non-promoted brakemen/yardmen have been afforded the opportunity to take promotion under the terms of the basic agreement within one (1) year from the effective date of this agreement.
3. Every employee who takes and passes the examination shall retain their relative standing on the conductor class list established under this agreement. Employees who decline such promotion opportunity, or who fail to pass the examination, shall be governed by the terms of the current agreement or 4-6 hereinbelow.
4. You were given assurance that when such employees are called up for promotion the carriers will cooperate in furnishing such assistance as may be appropriate in preparing them to take the promotional examination. This

could include up to three follow-up examinations, verbal coaching or examinations, additional study materials or other preparatory assistance appropriate to the circumstances of the individual cases.

5. If it still develops that, despite his best efforts, such an employee cannot qualify as a conductor, he may be permitted to continue to work in train service provided that his retention does not result in the carrier being required under existing rules to utilize a surplus (unnecessary) employee; fill or cause to be filled a position which otherwise would be blanked under a crew consist agreement; nor cause the creation or the continuation of a reserve pool position or any other protective position. During periods when he does not stand to hold a position because any of these conditions exist he will be furloughed.
6. Any train service employee continued in service under these conditions who is subject to the provisions of any protective agreement or arrangement will be treated as occupying the conductor position with the highest earnings which his conductor seniority, if it had been established, would have permitted him to hold.
7. Article 16(a) of the Road Schedule will be modified to the extent that the 60,000 road miles as a brakeman will be changed to 60,000 freight miles or two years service in any operating craft (i.e. brakeman, yardman, fireman, hostler, engineer).
8. An employee who is not a promoted conductor who is promoted to locomotive engineer will be considered as having passed his conductor's promotion. He will not be able to exercise his conductor's seniority until those in his "promotion class" are afforded the opportunity to take promotion. At that time, he will not be required to retake his conductors' promotion exam but will be placed in his relative position within that class.

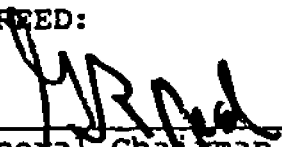
If the foregoing adequately and accurately outlines our agreement in this regard, please so indicate by signing in the space provided below.


Very truly yours,



Russell E. Hagberg
Vice President-Transportation

AGREED:



General Chairman (CT&Y)
United Transportation Union

Vice President
United Transportation Union



The Atchison, Topeka and Santa Fe Railway Company

1700 East Golf Road
Schaumburg, Illinois 60173-5860

December 4, 1991

Mr. G.R. Neal
General Chairman
United Transportation Union
P.O. Box 1687
Brownwood, TX 76801

Side Letter No.8

Dear Sir:

This has reference to the Memorandum of Agreement initialed December 18, 1991 concerning various agreement rules.

The parties recognize the importance of keeping Santa Fe Railway a strong competitor in the marketplace. This Memorandum of Agreement is a cooperative step towards that goal. In order to ensure a smooth implementation of the Agreement, the parties agree to meet with the local chairmen approximately 90 days after implementation to discuss any problems which may have developed. The same basic provisions of the letter dated November 14, 1991 will apply in connection with that meeting.

If the foregoing adequately and accurately outlines our agreement in this regard, please so indicate by signing in the space provided below.

Very truly yours,


Russell E. Hagberg
Vice President-Transportation

AGREED:



General Chairman (AT&Y)
United Transportation Union



Vice President
United Transportation Union



The Atchison, Topeka and Santa Fe Railway Company

1700 East Golf Road
Schaumburg, Illinois 60173-5860

February 5, 1992

Mr. A. G. Delyea
General Chairman
United Transportation Union
2110 E. First Street, Suite 112
Santa Ana, CA 92705-4095

✓ Mr. G. R. Neal
General Chairman
United Transportation Union
807-B Center Avenue
Brownwood, TX 76801

Dear Sirs:

This confirms our intent regarding the impact of Article XI (Coast Lines) and Article XVIII (Texas Lines) in the recently executed agreements between Santa Fe and your respective United Transportation Union General Committees.

Any employee who on December 30, 1991 held seniority in the craft or class represented by one of your respective general committees, but who between December 30, 1991 and January 30, 1992 was continuously ineligible or unable to mark up for service in the craft or class solely because he was then on a medical leave of absence from the craft or class, and who was not then employed by another railroad, shall become a "covered" employee within the meaning of Article XI or XVIII (as otherwise applicable), provided that on or before December 30, 1992, he regains eligibility, the ability and permission as necessary from Santa Fe's medical department, to mark up for service in the craft or class.

If the foregoing correctly sets forth our understanding in this regard, please so indicate by signing in the space provided below.

Very truly yours,

Russell E. Hagberg
Vice President-Transportation

ACCEPTED:

General Chairman, United
Transportation Union

cc: Mr. J. L. Easley

- 1992 -



The Atchison, Topeka and Santa Fe Railway Company

1700 East Golf Road
Schaumburg, Illinois 60173-5860

February 6, 1992

Mr. G. R. Neal
General Chairman
United Transportation Union
807-B Center Avenue
Brownwood, TX 76801

Dear Sir:

This has reference to the Memorandum of Agreement signed February 5, 1992.

We discussed several items in the Memorandum of Agreement which we agreed needed further clarification. Those items are:

1. Article II, Conductor-only.

In order to ensure a smooth implementation of conductor-only service, the brakemen's freight pools, brakemen's guaranteed extra board and conductor's extra board will be abolished and the new combination conductor's/brakemen's extra board will be established.

Bids will be received for the new combination extra board and conductors' pool turns, as well as any new locals or road switchers. For the initial implementation, the 30-day requirement for employees staying on the reserve board will be waived so that they may bid on these new positions.

All employees who bid should list their bids in order of first choice, second choice, etc. Employees who fail to bid for an assignment, pool or extra board in this initial implementation may not displace thereon.

Employees will be placed on the combination board at implementation by tie-up time of their last service.

2. Article VI, Section 13, Supplemental Guaranteed Extra Board.

a. Layoffs for bereavement leave or jury duty will not result in a deduction in supplemental board pay, i.e. the employee will continue to receive his pay, but nothing in addition to his supplemental board pay.

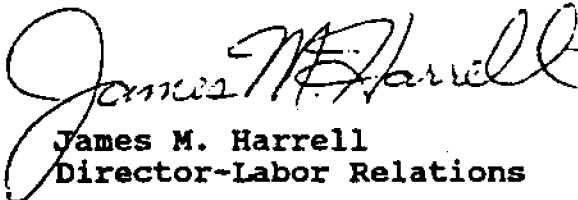
b. An employee who has been on the supplemental guaranteed extra board for either 30, 60 or 90 consecutive days and leaves the board before he has

taken all of his accrued lay off days may save those days until he once again occupies the supplemental guaranteed extra board.

3. Article VIII, Mark-ups at outlying points. The requirement that an employee laying off must be off a minimum of 12 hours is eliminated as a result of this new rule.
4. Article XVII, Standing Bids. Due to the changeover in the computer systems handling the crew calling/manpower functions, the Standing Bid Rule will be implemented on March 1, 1992. The parties will meet in advance of implementation to ensure a smooth transition and again approximately 60-90 days after implementation (or sooner, if necessary) to work out any problem areas.

If the foregoing correctly describes our interpretation, please sign below.

Yours truly,


James M. Harrell
Director-Labor Relations

AGREED:


General Chairman, UTU (CTY)

For Jean Hawkins 3/12/93



The Atchison, Topeka and Santa Fe Railway Company

1700 East Golf Road
Schaumburg, Illinois 60173-5860

September 29, 1992
47-600 (Texas)
47-600 (Coast)

Mr. A. G. Delyea
General Chairman
United Transportation Union
2110 E. First Street, Suite 112
Santa Ana, CA 92705-4095

Mr. G. R. Neal
General Chairman
United Transportation Union
807-B Center Avenue
Brownwood, TX 76801

Dear Sirs:

I am writing in connection with the results of our meeting in Houston, Texas on September 17, 1992, concerning several disputes related to our 1992 Crew Consist Agreement.

We agree that the following questions and answers will be applicable to the employees you represent working on conductor-only crews on a without prejudice basis:

1. Q. What is the definition of "Switching"?
A. Switching would be any move performed other than a straight set-out or straight pickup; handling power at initial or final terminal; set-out bad orders.
2. Q. Is re-blocking or re-arranging train considered as switching?
A. Yes, except when it is necessary to reposition a car which requires particular placement because of Bureau of Explosives, ICC or other Government regulation. If it is necessary to reposition a car because of a Bureau of Explosives, ICC, or other Government Regulation, it will be considered one work event despite the number of moves necessary.

Example: Conductor-Only originating at Temple is required to re-block his train to comply with Central Region Bulletin, would this be considered switching?

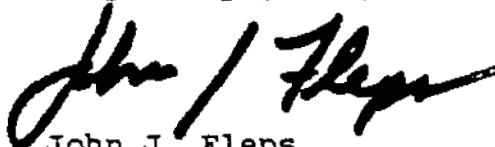
The Agreed to answer is: Yes

3. Q. Would a double-over be counted the same as a set-out or a pick-up?
A. Yes

4. Q. Is it permissible for Conductor-only's to set-out or pick-up while holding on to cars?
- A. Yes
5. Q. Is any set-out or pick-up of locomotive consist (unit(s)) enroute counted as a set-out or pick-up under Article II Section 2?
- A. Yes
6. Q. Would engines to be picked up by Conductor-only's while enroute have to be first-out in the track?
- A. Yes
7. Q. In a track to be picked up, there is a car that has been diverted or has not been updated at time of pick up and the conductor-only crew is required to switch it out. Is this switching?
- A. Yes. This would trigger payment provided in Article II, Section 6.
8. Q. Is it considered switching if a conductor-only train sets out cars in track 1, then sets cars back to the train, then sets out more cars?
- A. No, it is two straight set-outs.

On another matter, we agreed that employees who establish trainmen's seniority subsequent to October 31, 1985 will not be covered by the provisions of Article IV, Section 6 when working as a herder.

Very truly yours,



John J. Fleps
Assistant Vice President
Labor Relations

Copy to All Local Chairmen