

MEMORANDUM OF UNDERSTANDING

between

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY
(Eastern and Western Lines)

and

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

In recognition of unusual conditions existing with respect to track rehabilitation and high traffic volume which prevent efficient and economic operations in interdivisional service between Arkansas City, Kansas and Gainesville, Texas, under terms of an Agreement dated October 4, 1972,

IT IS UNDERSTOOD AND AGREED:

(1) The Agreement of October 4, 1972 remains in effect under the terms thereof, except as modified by the understandings and principles contained herein.

(2) For the purpose of this Understanding, the following terms are defined:

- (a) "Long pool" shall be a pool of employes in through and irregular freight service who will operate prescribed trains in interdivisional service between Arkansas City, Kansas and Gainesville, Texas.

The trains to be operated by this pool shall be the first section of the following:

TRAINS

195	591
305	593
315	513
325	523

- (b) "Short pool" shall be a pool of employes in through and irregular freight service who will operate trains to be protected by chain gang crews on the separate operating and seniority districts as were in existence immediately prior to the effective date of the Agreement dated October 4, 1972. The benefits provided in the Agreement of October 4, 1972 will be applicable to crews operating in short pool interdivisional service, except as set forth herein.

(3) Section I(a) of the Agreement of October 4, 1972, will be inactive for other than the long pool during the term of this Understanding.

(4) Section I(b) of the Agreement is modified by continuation of Enid, Oklahoma as an away-from-home terminal for Oklahoma District, Middle Division crews in other than long pool service.

- (5) Section I(c) of the Agreement will be inactive during the term of this Understanding, with exception of sub-paragraph (1).
- (6) Section III(c)(4) of the Agreement will not be applicable to short pool crews.
- (7) Section III(f) will be applicable only to long pool service.
- (8) Section IV(e) will be applicable only to long pool service.
- (9) Without prejudice to the positions of the parties hereto as to proper application of Article XII, Section 3.(d) of Mediation Agreement, Case A-8830, dated January 27, 1972, Section VI(a) of the Agreement of October 4, 1972 shall be applicable to pool crew members deadheading on freight trains when the train on which deadheading is not stopped at a location where eating facilities are available a sufficient time to permit obtaining a meal. This does not apprehend the crew operating the train will be permitted to suspend work in order to eat.
- (10) Section VIII(b) will be applicable in long pool service only.
- (11) Section X will be applicable to long pool service only.
- (12) Section XI will be applicable to long pool service only.
- (13) Section XIII will be applicable to long pool service only.
- (14) If a short pool crew has been used out of an away-from-home chain gang terminal for one trip to Enid or to relieve a crew tied up under the Hours of Service Law and stands for a second such trip in succession, and there is another chain gang crew standing second out with sufficient time under the law to perform the service, such second out crew will be used without penalty under existing rules. The crew so runaround shall remain first out for service or deadhead to the home terminal.

Where the only rested available crew at the terminal has made a trip, such as here described, out of the terminal, the restrictions regarding calling the crew for a second trip will not apply.

(15) The Letter Agreement dated October 4, 1972 relating to a fireman assigned in interdivisional service used as an emergency engineer will be applicable in both long and short pool service.

(16) When crews in short pool service are tied up under the Hours of Service Law and they are to be relieved by another crew, an extra crew from the extra board will be used to handle a train destined to a home terminal. A pool crew available at the away-from-home terminal will be used to handle a train destined to an away-from-home terminal. A pool crew destined Enid, Oklahoma will be relieved by an extra crew.


(17) The Carrier shall provide suitable transportation for short pool crews at away-from-home terminals where suitable lodging and eating facilities are not available within $\frac{1}{2}$ mile of the designated on and off-duty point.

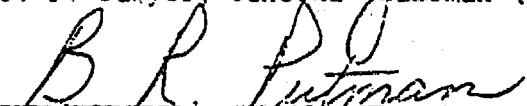
(18) This Understanding is considered an interim provision to relieve conditions presently existing. No provision hereof is intended to create any precedent or establish any practice.

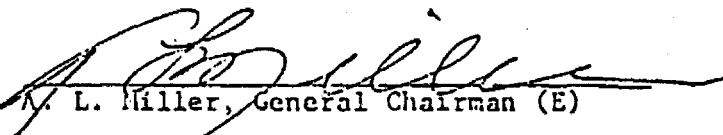
(19) This Understanding will be effective March 1, 1974 and shall remain in effect until December 31, 1974, except the parties hereto shall have the right to request conference for the purpose of giving consideration to the cancellation or modification of the Understanding in the event of substantial changes occurring in the present conditions.


Signed at Ft. Worth, Texas this 7th day of February, 1974.

FOR THE UNITED TRANSPORTATION UNION:

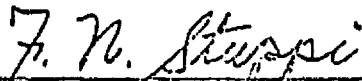

C. P. Sawyer, General Chairman (C&T)



B. R. Putman, General Chairman (E)


A. L. Miller, General Chairman (E)


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

FOR THE CARRIER:


F. N. Stuppi, General Manager
Western Lines


H. J. Briscod, General Manager
Eastern Lines

MEMORANDUM OF AGREEMENT entered into between the Atchison, Topeka and Santa Fe Railway Company, Eastern and Western Lines, and its Employees represented by the Brotherhood of Locomotive Engineers and the United Transportation Union in connection with interdivisional operation between Arkansas City, Kansas and Gainesville, Texas.

IT IS AGREED:

The interim Agreements entered into by the UTU/C,T&E and dated February 7, 1974 and the BofLE dated February 16, 1974 will continue in full force and effect until 60 days written notice is served by either party on the other of its desire to cancel.

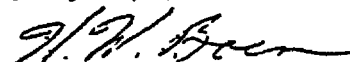
As and when notice is served and the cancellations becomes effective, the interim Agreements will be cancelled and the handling will revert to that set forth in BofLE Agreements dated April 24, 1972 as modified, December 3, 1975 and UTU/CT&E Agreement dated October 4, 1972.

Signed at Topeka, Kansas this 29th day of November, 1976.

FOR THE BOFLE


General Chairman



By 
General Chairman

FOR THE CARRIER


General Manager, Eastern Lines


General Manager, Western Lines

FOR THE UTU/E


General Chairman


General Chairman

FOR THE UTU/CT&Y


General Chairman

