

Brotherhood of Locomotive Engineers

GENERAL COMMITTEE OF ADJUSTMENT

A. T. & S. F. COAST LINES

LA VERDE VISTA PLAZA - "H"
4662 KATELLA AVENUE
LOS ANGELES, CALIF. 90720
TEL: (213) 598-2152

G.E. METTLER
CHAIRMAN

July 8, 1982

FILE NO. 103-65
103-68

All Local Chairmen
Bro. of Locomotive Engineers
A. T. & S. F. Coast Lines

Dear Sirs and Brothers:

In further reference to my letter of June 10, 1982, files 103-65 and 103-68.

Enclosed for your files are signed agreements and interpretations in final disposition of this Committee's Section 6 Notice of January 26, 1981 and May 5, 1981.

Effective dates of the enclosed agreements are as follows:

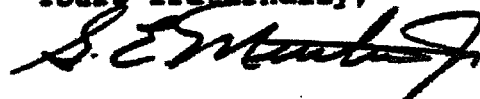
<u>Item</u>	<u>effective Date</u>
Reduced crew agreement	June 1, 1982
Rule 20-Line Mileage	July 1, 1982
Review of crew clerks records	August 1, 1982
24 hour displacement rule	August 1, 1982
Reducing Locals, Road switcher and Work trains	August 1, 1982
Lodging allowance	July 1, 1982
Blocking trains	August 1, 1982
Eating enroute	August 1, 1982
Guaranteed board to placed in effect at Mobest and San Diego -	August 1, 1982
Ten day vacancy and standing	August 1, 1982
Bid Rule	August 1, 1982
Portion of Consist to and from the House	August 1, 1982
Rule covering first out in 8 hours -	August 1, 1982
Auto - Mileage re-emburse	July 1, 1982
Lay off/Sickness or injury	July 1, 1982
Lay off.personal	July 1, 1982
Changing On and Off Duty	August 1, 1982
Points	August 1, 1982
Investigation Rule	August 1, 1982
Coal Train operation	July 1, 1982

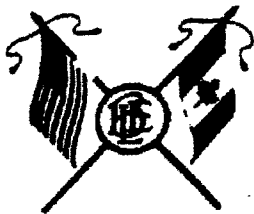
Since the vacation agreement is a tri party agreement, it is not being forwarded to you as it will not be placed into effect until the UTU-E Committee settles their Section 6 Notice.

You will be notified if a change in the effective dates are contemplated

Yours fraternally,

enc: 3 copies





Brotherhood of Locomotive Engineers

6304 BROOKLAWN WAY
BAKERSFIELD, CA. 93309

June 30, 1962

W. A. HIRST
Vice-President

JUL 01 1962

Mr. J. F. Lytess
President - BLE
1110 Engineers Building
Cleveland, Ohio 44114

Dear Sir and Brother:

Enclosed find copy of Agreements between the Brotherhood of Locomotive Engineers and the Atchison, Topeka and Santa Fe (Coast Lines) disposing of the Organization's Section 6 Notice dated January 26, 1961 and Counter-Notice served by Carrier upon the Organization dated May 22, 1960 and September 9, 1961; and, Organization's Section 6 Notice dated May 5, 1961 and Carrier's Counter-Notice of October 15, 1961.

This concludes my assignment to assist the General Committee supra covered by your letters dated April 10, 1961 and July 27, 1961. Accordingly, I am closing my files thereon.

Fraternally yours,

Vice President

cc: W. J. Wozko, 1st VP
G. E. Mettler, GC ✓

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

In disposition of BLE Section 6 Notice dated May 5, 1981, and Carrier's Notice of October 15, 1981, it is agreed:

- 1. When a locomotive engineer, in road or yard service, works with a train or yard crew consisting of less than a conductor (foreman) and two brakemen (helpers), that engineer will receive an additional special allowance of forty-five (45) minutes per trip or tour of duty at the rate of the service performed. This forty-five (45) minute allowance will be subject to all future wage and cost-of-living adjustments.**
- 2. In addition to the above, each engineer who has seniority on the effective date of this agreement, June 1, 1982, will be paid a supplementary allowance of \$2.75 for each trip or tour of duty worked with a crew consisting of less than a conductor (foreman) and two brakemen (helpers). This supplementary allowance will not be subject to future wage increases or cost-of-living adjustments.**
- 3. (a) Engineers performing service with a train or yard crew consisting of less than a conductor (foreman) and two brakemen (helpers) will not be held responsible for accidents caused by failure of radio equipment to properly function. Carrier will be responsible for maintenance of radios, and engineers will not be held responsible for failure or malfunction of radio equipment unless obviously caused by engineer abuse or tampering.**
(b) Except in emergency, engineers working with a yard crew consisting of less than a foreman and two helpers will not be required to start switching or perform transfer service without operable radios on engines, nor will they be censured or disciplined in any manner for refusing to do so.
(c) Except in emergency, engineers in road service working with a crew consisting of less than a conductor and two brakemen will not be required to perform switching or depart a terminal with a train not having radio communication between train crew and the engineer, nor will they be censured or disciplined in any manner for refusing to do so.

4. The Carrier will maintain a sufficient number of engineers to permit reasonable lay-off privileges and to protect vacancies, vacations, and other extended vacancies.
5. No carrier supervisor, official or non-engine craft employe will be used to supplant or substitute in the exclusive work of any employe working under BLE Agreements.
6. This agreement is not applicable to engineers in passenger service or to engineers working with single-position trainman or yardman assignments which did not become a one brakeman (yardman) assignment as result of the so-called crew consist agreement, such as, but not limited to engineers handling light engines, helper service and engineer pilots on detoured trains.
7. The parties to this agreement shall not serve nor progress, prior to the attrition of all engineers eligible to receive the supplementary allowance under Section 2., any notice or proposal for changing the provisions of this agreement, unless Labor Agreement 47-600 dated May 19, 1981, is changed, or additional agreements are made for further train and/or yard crew reductions.

This agreement will become effective June 1, 1982.

Signed at Chicago, Illinois, this 18th day of June, 1982.

FOR: THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS

FOR: THE ATCHISON, TOPEKA AND
SANTA FE RAILWAY COMPANY

S. E. M...
General Chairman, BLE

F. G. ...
Vice President - Personnel
and Labor Relations

APPROVED:

W. G. ...
Vice President, BLE

LETTER OF UNDERSTANDING

Between

The Atchison, Topeka and Santa Fe Railway Company
Coast Lines

and

Brotherhood of Locomotive Engineers

June 7, 1982

Mr. G. E. Mettler, General Chairman
Brotherhood of Locomotive Engineers
La Verde Vista Plaza, Suite H
4662 Katella Avenue
Los Alamitos, California 90720

Dear Sir:

In the application of Rule 20, inconsistencies have, over the years, developed in what mileage shall be counted. In order to have uniform application, only line miles will be utilized in the mileage regulation of pool freight turns and extra boards.

Yours truly,



F. L. Elterman
Vice President - Personnel
and Labor Relations

APPROVED:


Vice President, BLE

Signed at Chicago, Illinois, this 18th day of June, 1982.



The Atchison, Topeka and Santa Fe Railway Company

A Santa Fe Industries Company

80 East Jackson Boulevard, Chicago, Illinois 60604, Telephone 312/427-4900

July 7, 1982
41-1960-32
41-1960-28

JUL 12 1982

Mr. G. E. Mettler, General Chairman
Brotherhood of Locomotive Engineers
La Verde Vista Plaza, Suite H
4662 Katella Avenue
Los Alamitos, California 90720

Dear Sir:

Referring to our telephone conversation on July 6, 1982, regarding the terminology "line miles" contained in the June 7, 1982 Letter of Understanding with respect to the constructive mileages listed in Rule 37 of the Engineers' Schedule:

This will record our mutual understanding that constructive mileages, where applicable under Rule 37 of the Engineers' Schedule, are included in the terminology "line miles" contained in the June 7, 1982 Letter of Understanding.

Yours truly,

F. L. Elterman
Vice President - Personnel
and Labor Relations

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

IT IS AGREED:


Local Chairman or Vice Chairman will be allowed to review the records of crew clerks in connection with a specific incident upon request.

Signed at Chicago, Illinois this 18th day of June, 1982.

FOR THE ORGANIZATION:


General Chairman,
Brotherhood of Locomotive Engineers

FOR THE CARRIER:


Vice President - Personnel
and Labor Relations

APPROVED:


Vice President,
Brotherhood of Locomotive Engineers

0667P

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

IT IS AGREED:

An engineer losing his assignment through no fault or action of his own, including extra board, must exercise seniority within 24 hours calculated from time of notification or release from assignment, whichever is later.

Signed at Chicago, Illinois this 18th day of June, 1982.


FOR THE ORGANIZATION:


General Chairman, Brotherhood
of Locomotive Engineers

FOR THE CARRIER:


Vice President - Personnel and
Labor Relations

APPROVED:


Vice President, Brotherhood
of Locomotive Engineers

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

IT IS AGREED:

If the Carrier elects to assign local freight, work train, or road switcher service less than the minimum number of days per week prescribed by the current rules the following will apply:


- (1) Local freight, work trains, and road switcher assignments will not be for less than five days per week.
- (2) \$9.00 will be added to the regular rate for each day assignment is reduced below the minimum required by current rules. This additional \$9.00 will apply on each day for which a tour of duty is paid, and will only apply to the first 100 miles, i.e. will not be a part of the rate for computing over miles, overtime or arbitraries.

Signed at Chicago, Illinois this 18th day of June, 1982.

FOR THE ORGANIZATION:

FOR THE CARRIER:


General Chairman, Brotherhood
of Locomotive Engineers


Vice President - Personnel and
Labor Relations

APPROVED:


Vice President, Brotherhood
of Locomotive Engineers

0663P

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

IT IS AGREED:

(1) Engineers who qualify for lodging at Carrier's expense will have the option of an allowance of \$10.00 in lieu thereof.

NOTE: The following is not applicable at locations where lodging is constructed for Carrier's use, with the exception of Gallup crews at Balen, unless otherwise agreed to.

(2) The choice of being furnished lodging or the allowance in lieu thereof, will be made in writing not later than November 1, 1981, and subject to change only on ten (10) days written notice prior to December 1st of each year thereafter, to become effective December 1st of each year.

(3) The allowance of \$10.00 will not be subject to general wage increases or increases applicable to arbitraries or special allowances. The \$10.00 allowance will be subject to cost of living adjustments at the end of each calendar year with a maximum equal to the percentage adopted in subsequent National Agreements which dispose of Section 6 Notices dealing with wage increases. The cost of living increase or decrease will be determined from the Consumer Index utilized by the National Carriers' Conference Committee calculated on the percent of increase or decrease when comparing September of the prior year to September of the current year, to be effective January 1 of each year.

(4) The allowance provided in Section 1 hereof will satisfy any requests for transportation between the on and off duty points and any lodging facility as well as between those locations and any eating facility.

(5) The parties to this Agreement shall not serve or progress, prior to 60 months following effective date of this Agreement, any notice or proposal for changing the allowance (\$10.00), or the methods

and procedures to determine COLA increases or decreases set forth in Section 3 hereof.

Signed at Chicago, Illinois this 18th day of June, 1982.

FOR THE ORGANIZATION:

S.E. Edwards
General Chairman, Brotherhood
of Locomotive Engineers

FOR THE CARRIER:

F.H. Ketterman
Vice President - Personnel
and Labor Relations

APPROVED:

W.L. Hiest
Vice President, Brotherhood
of Locomotive Engineers

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

IT IS AGREED:

BLOCKING TRAINS

(1) At initial terminals where yard engines are assigned and on duty, trains will be blocked by yard engines in station order in which setout is to be made en route; the cars to be set out first immediately behind the engine and the other cars to be set out en route in station order behind these cars.

(2) Road engineers will not be required to block or classify cars in station order for delivery in a yard where yard crew(s) is assigned.

NOTE 1: "Burying" cars behind engine or ahead of caboose to comply with Bureau of Explosives, I.C.C. or other Government regulations, or handling special cars requiring head or rear end movement only are excepted from the provisions of this Article.

In connection with that portion of this "Note" which refers to "special cars", it is agreed the following will obtain:

- | | |
|--|--|
| Livestock | - Handle under paragraph (1) (or appropriate bulletin), except where otherwise requested by shipper. |
| Dead Diesels | - Handle in line with bulletin instructions. |
| Passenger Equipment | - Comply with bulletin or other special instructions where require steam, etc. |
| High and/or Wide Cars | - To be handled in line with bulletin or other special instructions covering such car or cars. |
| Rear End Cars | - Handle in line with bulletins or special instructions covering such car or cars. |
| Empty Cars to be Peddled and/or Diversions | - No violation if orders or diversions received after departure from initial terminal. |
| Other Cars Requiring Special Handling | - Handle in line with bulletin, time table rules, or as otherwise instructed by shipper. |

It is understood "special cars" as referred to in this "Note" is not limited to classes, types or commodities of cars as listed herein when other classes, types or commodities are specifically covered by special instructions that are now or may be in the future covered by special instructions and/or bulletins.

NOTE 2: In any instances, where yard engine is assigned and on duty at the initial terminal and train is not properly blocked, as defined in paragraph (1) of this rule, the road engineer will be allowed an additional payment of 25 miles at the yard rate, separate and apart from all other earnings.

Any road engineer who blocks or classifies cars in contravention to the provisions of paragraph (2), excluding any cars for which payment is made under paragraph (1), will be compensated on the basis of actual time consumed performing such work during the tour of duty, with a minimum of 25 miles at the yard rate, separate and apart from all other earnings.

It is understood holding onto cars in making a pick-up or set out does not constitute blocking or classifying cars under this agreement.

When payment is made in accordance with the provisions of this Rule, there will be no basis for claim from any other employes represented by this Committee for the same incident.

NOTE 3: This rule will not be applicable to engineers on assignments designated as Road Switcher under the Agreement.

This Agreement, signed at Chicago, Illinois this 14th day of June, 1982, will become effective at 12:01 A.M., August 1st, 1982, and, is subject to cancellation upon ten days' written notice by either party.

FOR THE ORGANIZATION:

B. E. [Signature]
General Chairman, Brotherhood
of Locomotive Engineers

FOR THE CARRIER:

[Signature]
Vice President - Personnel
and Labor Relations

APPROVED:

[Signature]
Vice President, Brotherhood
of Locomotive Engineers

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

IT IS AGREED:

Any rules presently in effect concerning eating en route are amended to include the following:

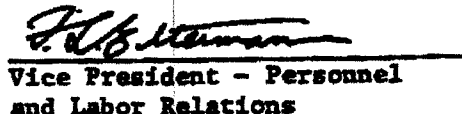
When an engineer of a pool freight crew is on duty in excess of eight hours and the crew has not stopped to eat en route, the engineer will be allowed \$5.00, which allowance will not be subject to any wage increases or cost-of-living adjustments. It is understood if any member of the crew requests to stop the train en route to eat, and the request is granted, the allowance provided herein will not be applicable.

Signed at Chicago, Illinois, this *18th* day of *June*, 1982.

FOR THE ORGANIZATION:

FOR THE CARRIER:


General Chairman, BLE


Vice President - Personnel
and Labor Relations

APPROVED:


Vice President, BLE



The Atchison, Topeka and Santa Fe Railway Company

A Santa Fe Industries Company

80 East Jackson Boulevard, Chicago, Illinois 60604, Telephone 312/427-4900

April 23, 1982
41-1960-22
41-1960-25
41-1960-32

APR 26 1982

Mr. L. D. McFather, General Chairman
Brotherhood of Locomotive Engineers
4411 Ridgecrest
Amarillo, Texas 79109-5494

Dear Sir:

Referring to our conversation on April 16, 1982, regarding the proposed agreements to settle your Section 6 Notices dated May 9, 1980, November 21, 1980, and May 5, 1981, and notices served by the Carrier dated May 22, 1980, September 9, 1981, and October 15, 1981:

Regarding the proposed agreement to amend rules presently in effect concerning locomotive engineers in pool freight service eating en route, this is to advise that a locomotive engineer who did not stop to eat en route and is doubled out of a distant terminal that is his crew charge point without being granted permission to eat at that location, and does not stop to eat en route on his second trip, resulting in his being on duty more than eight hours for the combined trips without stopping to eat en route, shall be entitled to the specified monetary allowance.

Regarding your question as to the number of payments; i.e., one or two, of the special allowance under Section 1 and the supplementary allowance under Section 2 of the proposed agreement applicable to a locomotive engineer working with other than a standard train crew (not including single positions such as conductor pilot) when called for service that operates through a recognized terminal requiring payment of a separate day on either side of the terminal: The answer is one 45-minute allowance under Section 1 and one supplementary \$2.75 allowance under Section 2 to those who qualify therefor, regardless of the fact that a separate day is paid on either side of the terminal.

Mr. W. A. Hirst, Vice President
Brotherhood of Locomotive Engineers
6304 Brooklawn Way
Bakersfield, CA 93309

Yours truly,

F. L. Elterman
Vice President - Personnel
and Labor Relations

Mr. T. L. Henderson, General Chairman
Brotherhood of Locomotive Engineers
P.O. Box 1511
Brownwood, Texas 76801-0026

Mr. G. E. Mettler, General Chairman
Brotherhood of Locomotive Engineers
La Verde Vista Plaza, Suite H
4667 Katella Avenue

MEMORANDUM OF AGREEMENT, between the Atchison, Topeka and Santa Fe Railway Company and its employes represented by the Brotherhood of Locomotive Engineers, Coast Lines

IT IS AGREED:

ELIMINATE ADVERTISED TEMPORARY VACANCIES AND ADOPT A TEN-DAY VACANCY AND STANDING BID RULE:

Vacancies:

(1) Vacancies known to be of ten (10) days' or more duration (including vacation) or after being vacant ten (10) calendar days, will be considered permanent and filled by standing bid.

(2) All standing bids for engineer assignments will be destroyed as of 12:01 A.M., December 1 of each year and those so desiring will be required to submit new standing bids to be effective as of that time. Standing bids will also be destroyed when an engineer is assigned to a vacancy on the basis thereof and such assignment is in accordance with his first choice.

(3) An engineer whose former assignment has been filled during his absence under Paragraph (1) hereof will, upon marking up for service, exercise seniority in accordance with schedule rules.

(4) When exercising seniority, an engineer desiring to displace in a pool, or onto a run where two or more engineers are assigned shall displace the junior engineer if there is no difference in layover.

(5) New engineer assignments (other than mileage extra boards) will be advertised in accordance with schedule rules, the senior applicant therefor during the bulletin period to be assigned at the time bulletin closes. An assignment that has been impaired under schedule rules will be advertised as a new assignment.

(6) When an engineer occupies an assignment under advertisement as a result of the assignment having been impaired, he must place a written bid for the assignment if he desires same; otherwise, he shall not be permitted to exercise displacement rights over a junior engineer who may be assigned by bid or force assigned to the assignment at the close of the advertisement. Also, an engineer having displacement rights who exercises such rights onto an assignment under advertisement must at that time also place a written bid for the assignment. Should the engineers referred to in the two situations described above not be the senior applicants for the assignments they bid for, they may exercise displacement rights.

(7) Advertisements will be posted for at least four days, but not exceed seven days, prior to assignment.

(8) New assignments to the extra board will be filled by standing bid.

(9) The Carrier will not incur penalty in deadheading extra men to outside assignments to relieve other extra men who may stand for assignment under this rule.

NOTE 1: Standing bids must be in writing and filed with the proper authority. As a matter of information, a copy will be filed with the local chairman of the Brotherhood of Locomotive Engineers.

NOTE 2: Only one standing bid shall be on file at any one time, which standing bid shall designate the assignments desired in preference order, regardless of the class of service (road or yard); i.e., the most desired will be designated as first, the next most desired as second, etc. In the event an applicant is the senior bidder for more than one vacancy being filled simultaneously, assignment will be made to the vacancy for which he has indicated the greatest preference.

NOTE 3: 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 five days after it is filed. As a matter of information, a copy of such change or withdrawal will be filed with the Local Chairman of the Brotherhood of Locomotive Engineers.

(10) This Agreement shall not be construed as changing or amending existing schedule rules or agreements, except as it is necessary to make the provisions of those schedule rules or agreements conform to this Agreement. If there is any conflict between an existing schedule rule and/or agreement and a provision in this agreement, the provisions of this agreement will apply.

(11) This Agreement will be effective for a trial period of one year and shall continue in effect thereafter subject to a written six (6) month notice from either party on the other to amend or cancel.

Signed at Chicago, Illinois this 18th day of June, 1982.

FOR THE ORGANIZATION:

FOR THE CARRIER:

[Signature]
General Chairman, Brotherhood
of Locomotive Engineers

[Signature]
Vice President - Personnel and
Labor Relations

APPROVED:

[Signature]
Vice President, Brotherhood
of Locomotive Engineers



The Atchison, Topeka and Santa Fe Railway Company

A Santa Fe Industries Company

80 East Jackson Boulevard, Chicago, Illinois 60604, Telephone 312/427-4900

February 23, 1982
41-1960-28

Mr. G. E. Mettler, General Chairman
Brotherhood of Locomotive Engineers
La Verde Vista Plaza, Suite H
4662 Katella Avenue
Los Alamitos, California 90720

Dear Sir:

Referring to Memorandum of Agreement concerning the Ten-Day Vacancy and Standing Bid Rule for engineers:

It is agreed the following exception to Section (4) shall prevail.

Engineers assigned to passenger service between Los Angeles and San Diego observing a vacation period of two or more weeks may, upon conclusion of the vacation period, return to the assignment previously held provided a junior engineer is the title holder of that assignment.

If the foregoing is satisfactory, please signify by signing in the space provided.

Yours truly,

F. L. Elterman
Vice President - Personnel
and Labor Relations

AGREED:

General Chairman, BLE



The Atchison, Topeka and Santa Fe Railway Company

A Santa Fe Industries Company

80 East Jackson Boulevard, Chicago, Illinois 60604, Telephone 312/427-4900

June 8, 1982
41-1960-28

JUN 10 1982

Mr. G. E. Mettler, General Chairman
Brotherhood of Locomotive Engineers
La Verde Vista Plaza, Suite H
4662 Katella Avenue
Los Alamitos, California 90720

Dear Sir:

Your letter of May 20, 1982, file 103-65, regarding the proposed agreements to settle Section 6 Notices served by the Organization on January 26 and May 5, 1981, and by the Carrier on September 9 and October 15, 1981:

I agree with you that we should not impose the 10-day Vacancy Rule where Combined Board Agreements are in effect that have a 5-day Vacancy Rule, and you may consider this letter as my commitment in that regard.

Yours truly,

F. L. Elterman
Vice President - Personnel
and Labor Relations

cc: Messrs. W. A. Hirst, Vice President
Brotherhood of Locomotive Engineers
6304 Brooklawn Way
Bakersfield, California 93309

T. L. Henderson, General Chairman
Brotherhood of Locomotive Engineers
P.O. Box 1511
Brownwood, Texas 76801-0026

L. D. McFather, General Chairman
Brotherhood of Locomotive Engineers
4411 Ridgecrest
Amarillo, Texas 79109-5494

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

IT IS AGREED:


Road engineers may be required to handle a portion of their engine consist from roundhouse or tie-up track to train and vice versa without any additional compensation or penalty payment. When Mechanical Department employes are on duty, engineers will not be required to make or break connections.

Signed at Chicago, Illinois, this *18th* day of *June*, 1982.

FOR THE ORGANIZATION:


General Chairman, BLE

FOR THE CARRIER:


Vice President - Personnel
and Labor Relations

APPROVED:


Vice President, BLE

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

IT IS AGREED:

The following will apply to Valley Division, Mojave District, and Los Angeles Division, First District engineers at Barstow and Valley Division, First District, engineers at Bakersfield:

Engineers who have been used in short turnaround service out of their away-from-home terminal will, upon request, be marked up first out to return to their home terminal, subject to availability under the Hours of Service Law. If in the dispatcher's opinion an engineer cannot be used prior to the eight hours' rest and is runaround, the Carrier will not be subject to claims even though it is determined the first out engineer could have made the trip under the Hours of Service Law. An engineer shall not be used for a second short turnaround if there is another engineer available who has not made a turnaround.

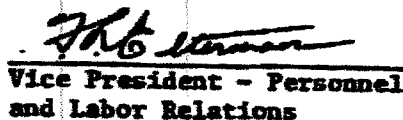
This understanding may be automatically cancelled by either party on ten (10) days' written notice on the other.

Signed at Chicago, Illinois, this 18th day of June, 1982.

FOR THE ORGANIZATION:

FOR THE CARRIER:


General Chairman, BLE


Vice President - Personnel
and Labor Relations

APPROVED:


Vice President, BLE

MEMORANDUM OF AGREEMENT between The Atchison, Topeka and Santa Fe Railway Company - Coast Lines - and its employes represented by the Brotherhood of Locomotive Engineers:

IT IS AGREED:

The following shall be issued as an amendment to the current Operating Department Bulletin Books and will amend Rule 65(d) of the Engineers' Schedule.

(1) In a lay off of fifteen days or less duration account illness or injury, verbal contact will be made with Carrier's designated representative. When lay off is to exceed fifteen days, account illness or injury, a doctor's recommendation must be presented in an employe's behalf within the fifteen-day period to avoid being subject to absence without leave, indicating the inability of the employe to perform his normal duties in which case no formal leave of absence will be required to cover the period of time contained in the doctor's recommendation. An employe confined to a hospital will not need such recommendation to cover this period of confinement, but after release from the hospital will present either a recommendation indicating ability to return to unrestricted service or provide in his behalf a recommendation from his attending physician to remain off duty for an approximate period of time, which period need not be covered by formal leave of absence, but must be presented in his behalf within the period specified. Any doctor's letter of recommendation which does not contain a specific period of time will be limited to 45 days from the date of issuance.

(2) In each instance when, in the attending physician's opinion, an employe is unable to return to unrestricted service, another recommendation must be presented in behalf of the employe prior to the expiration of the period of time covered by the prior recommendation. Failing to do so will subject the employe to absence without leave. During this period(s) of time, employe is forbidden from engaging in outside employment or business unless written authority is granted by the Carrier.

(3) An employe whose continuous absence extends beyond one year will be required to submit formal leave of absence request for such period(s).

(4) It is understood between the parties this agreement is not applicable to any employe who is confined to a hospital or similar institution as a result of a court order or sentence, or in lieu thereof.

Signed at Chicago, Illinois, this 18th day of June, 1982.

FOR THE ORGANIZATION:


General Chairman
Brotherhood of Locomotive Engineers

FOR THE CARRIER:


Vice President - Personnel
and Labor Relations

APPROVED:


Vice President
Brotherhood of Locomotive Engineers

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

IT IS AGREED:

Amend Rule 65(a) and (b) to read:


When verbal authority is obtained, engineers will be permitted to lay off account personal business when the exigencies of the service will permit.

Signed at Chicago, Illinois this 18th day of June, 1982.


FOR THE ORGANIZATION:

FOR THE CARRIER:


General Chairman, Brotherhood
of Locomotive Engineers


Vice President - Personnel
and Labor Relations

APPROVED:


Vice President, Brotherhood
of Locomotive Engineers

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

IT IS AGREED:

Any rules in road or yard service dealing with establishing or changing on and off-duty points are abrogated and in lieu thereof the following will apply.

(1) Any change in the location for going on and off duty within the present switching limits will be made by bulletin notice to the employes. A newly designated location for going on and off duty will provide the following:

- (a) Adequate fenced, lighted and paved parking facilities.
- (b) A waiting room, with table or desk space, for crews waiting for trains, equipped with locker space.
- (c) Bulletin board secured with a lock.
- (d) No change in district mileage will be made as a result of moving the on and off duty point.


(2) When a change is contemplated, the Local Chairman will be given advance notice.

Signed at Chicago, Illinois this 18th day of June, 1962.


FOR THE ORGANIZATION:


General Chairman, Brotherhood
of Locomotive Engineers

FOR THE CARRIER:


Vice President - Personnel
and Labor Relations

APPROVED:


Vice President, Brotherhood
of Locomotive Engineers

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

IT IS AGREED:

Rule 50, Sections (a) and (c) of the Engineer's Schedule are amended to provide:

(a) Engineers will not be dismissed or held out of service, or otherwise disciplined, except as provided in paragraph (b), without a fair and impartial investigation, if desired. Investigations will be held promptly but not later than thirty (30) days following the occurrence of the incident for which the engineer is being investigated, except engineer being investigated or a material witness being unable to attend account sickness, injury, vacation or because of being on authorized leave of absence; investigation may be postponed until such time as said engineer or material witness is able to attend. Employee may, in aggravated cases such as serious collisions, be suspended pending investigation.

Notice of Investigation

(c) An accused engineer will be apprised, in writing, of the specific rule or rules he is charged with violating and it will be only upon his conviction of violation of the rule or rules stated in the notice that discipline can be assessed. Notice of time, place and date of intended investigation shall be given sufficiently in advance to permit the accused to obtain a representative or representatives of his choice, if desired; however, not more than two representatives can be designated to interrogate any employe involved or any witness.


The Carrier will notify and arrange for the presence at the investigation of any employee or employees known by it to possess any facts relevant to the case to be investigated.

Signed at Chicago, Illinois this 18th day of June, 1982.


FOR THE ORGANIZATION:

FOR THE CARRIER:


General Chairman, Brotherhood
of Locomotive Engineers


Vice President - Personnel
and Labor Relations

APPROVED:


Vice President, Brotherhood
of Locomotive Engineers

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