

# The Atchison, Topeka and Santa Fe Railway Company



7412 Jefferson Street, N. E.  
Albuquerque, New Mexico 87109

May 9, 1994  
Albuquerque, NM

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

Dear Mr. Neal:

This has reference to our discussion concerning the establishment of an independent herder position at Alliance, Texas, to perform all the duties of a regular herder as well as assist inbound and outbound freight crews.

The Independent Herder may be required to:

1. Herd power, including making air hose coupling between the engine and train and MUing the assembled consist.
2. Assist in making pick ups including set and release of hand brakes, making couplings, and relaying and/or giving instructions via hand and/or radio signals.
3. Assist in making set outs; spotting and securing cars, relaying and/or giving instructions via hand and/or radio signals/ including assisting in setting out bad order cars.
4. Line main track and yard switches within switching limits.
5. Make air hose couplings between cars and assist in or perform initial terminal inspection and air tests.
6. Air hose coupling (Code 13) will be allowed for each tour of duty.
7. When assisting a road crew, the independent herder will become a member of that crew.

It is understood that when an independent herder assists a conductor in performing service defined by Article II (2) of the 1992 Memorandum of Agreement as a work event, the service performed will still be a work event for the Conductor.

Questions and Answers

Q1. May an independent herder be required to bleed cuts of cars at times when he/she is not assisting a road crew?

A1. Yes.

Q2. If the independent herder is required to handle an ETD when assisting a road ground crew, will the road ground crew, also, be allowed payment for handling the ETD (Code 34)?

A2. Yes.

Independent herders will be paid the footboard yardmaster rate of pay, and will be handled in accordance with the schedule provisions for herders.

This agreement will become effective immediately and will continue in effect subject to ten (10) days written notice by either party of a desire to change to terminate same.

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

Yours truly,

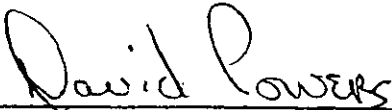


J. G. Hartenbower  
Regional Manager-Labor Relations

Agreed:



General Chairman  
United Transportation Union



Local Chairman  
United Transportation Union