

AGREEMENT

between

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY

and its employees represented by the

UNITED TRANSPORTATION UNION
(Conductors', Trainmen's and Yardmen's Committee)

IT IS AGREED:

Pursuant to Article IX, UTU National Agreement of October 31, 1985, The Atchison, Topeka and Santa Fe Railway Company may establish interdivisional (ID) service for pool freight crews as set forth below:

TERMINALS

Interdivisional pool freight crews will operate between the terminals of Saginaw and Sweetwater and between Temple and Sweetwater. Temple, Sweetwater, and Saginaw will be the home terminals for the interdivisional pools. Pool freight crews in interdivisional service will work first-in, first-out, will only protect ID runs, and will not be used in turnaround service except as provided herein. Brownwood will be eliminated as a terminal for pool freight crews operating between Temple and Sweetwater and between Sweetwater and Saginaw.

Calling Ratio

Carrier will determine the ratio of calling home terminal and away-from-home terminal pool freight crews at Sweetwater, Temple, and Saginaw dependent upon the needs of service and distribution of away-from-home and home terminal crews, which ratio will not exceed 5:1.

If either party to this Agreement is of the opinion that application of the specified ratio creates an undue hardship and imbalance, the matter will be discussed between the concerned local chairman and the regional manager, or his representative. Failing to resolve the issue at this level, the matter may be appealed by the General Chairman to the Assistant Vice President-Labor Relations in an effort to reasonably resolve the dispute, including through conference, if necessary, which will be held as soon as possible.

Active-Inactive Boards

When a pool freight crew arrives at its home terminal, such crew will be placed to the bottom of the home terminal board. Crews from the other home terminal arriving at the same location

will be placed to the bottom of the away-from-home terminal board. These boards shall be designated as the "inactive boards."

For the benefit of pool freight crews at their home terminal, Carrier will move sufficient home terminal and away-from-home terminal crews from the inactive boards to a so-called "active board," which board will govern the order in which home and away-from-home crews will be called during the next eight-hour period based on anticipated service, and such "active board" will only protect ID service. While Carrier has the right to determine the ratio for calling pool freight crews, Carrier will not exceed a ratio of 5:1, away-from-home terminal vs. home terminal or vice versa.* If the Carrier determines a need to deadhead surplus, away-from-home pool freight crews, those crews will not be counted in the ratio, but will be counted as turns.

*NOTE: In the absence of an available (rested) away-from-home terminal pool freight crew, home terminal crews may be called in excess of the ratio of 5:1. In an emergency, the ratio will not be applicable.

The active board will be updated each four (4) hours, by deleting crews that have been called during the prior four hours, as well as adding crews to the active board. Home terminal crews (at their home terminal), when placed on the active board, will not have their order (number of times out) changed.

Balancing of Pools

As of 12:01 a.m. each Tuesday, UTU Local Chairmen will be provided a status report of trips made by Sweetwater and Temple pool freight crews during the preceding 7 days (from the preceding Tuesday at 12:01 a.m.). As of 12:01 a.m. each Tuesday, UTU Local Chairmen will be provided a status report of trips made during the preceding 7 days (from the preceding Tuesday at 12:01 a.m.). The carrier will then be obligated to attain a trip balance at any point in time between 12:01 a.m. on the twelfth day and 11:59 p.m. on the fourteenth day. The carrier will also be obligated to attain a trip balance of plus or minus four turns between Sweetwater and Saginaw crews at any point in time between 12:01 a.m. on the twelfth day and 11:59 p.m. on the fourteenth day of the cycle, the carrier will be obligated to balance the trips to the pool with the lesser number of trips obtained from the beginning of the balance cycle based on the imbalance as of 11:59 p.m. on the fourteenth day, within (4) one-way trips.

If at any point during the 72-hour period from 12:01 a.m. on the twelfth day and 11:59 p.m. on the fourteenth day, the trips between the pools are balanced within four turns, then no adjustment will be made on the part of the carrier to balance said trips between the pools. A new balance cycle will not start until

12:01 a.m. on the fifteenth day, or 12:01 a.m. on every other Tuesday. If a balance within four turns between trips obtained by each pool cannot be reached at any point in time between 12:01 a.m. on the twelfth day and 11:59 p.m. on the fourteenth day of the cycle, the carrier will be obligated to balance the trips to the pool with the lesser number of trips obtained from the beginning of the balance cycle based on the imbalance as of 11:59 p.m. on the fourteenth day, within four (4) one-way trips.

If the trips balance within four turns at any point between 12:01 a.m. on the twelfth day of the balance cycle and 11:59 p.m. on the fourteenth day, but the trips as of 11:59 p.m. on the fourteenth day were not in balance, any imbalance will be carried over and the new cycle would start with this imbalance. If, however, the trips between the pools did not balance within four turns at any point between 12:01 a.m. on the twelfth day and 11:59 p.m. on the fourteenth day, the carrier will be obligated to make an adjustment to the extent that the imbalance exceeds four (4) one-way trips.

When carrier desires to change the starting day of the balancing cycle it will provide a minimum of 15 days' advance written notice to the local chairmen, who will have the opportunity, within this notice period, to discuss the matter with the regional manager, or his representative, if they so desire. The carrier will not serve a notice to change the starting day of the balancing cycle more often than once every 90 days and will advise the reason therefor.

Question and Answer No. 1(a)

- Q. If the balance between pools were to be "4" at 11:00 p.m. on the eleventh day of balancing cycle and did not reach "4" at any point between 12:01 a.m. on the twelfth day and 11:59 p.m. on the fourteenth day, while ending up 8 one-way trips out of balance at 11:59 p.m. on the fourteenth day, what is the obligation of the carrier?
- A. The carrier would be obligated to balance the trips in favor of the pool with the lesser number of trips in the amount of 4 one-way trips (8 one-way trips out of balance - 4 one-way trips limit = 4 one-way trips). The new balance cycle will start with four one-way trips in favor of the pool with the greater number of trips.

Question and Answer No. 1(b)

- Q. When carrier is obligated to make the trip balance in Question 1(a) above, how shall it be accomplished?
- A. The carrier will call from the pool with the lesser number of one-way trips the required number of crews from the home

terminal or the away-from-home terminal, or a combination thereof, to deadhead by 11:59 p.m. of the fourteenth day.

Question and Answer No. 1(c)

- Q. What is the penalty if the carrier fails to deadhead the number of pool freight crews required in Question 1(a)?
- A. The required number of crews that should have been called to deadhead by 11:59 p.m. of the fourteenth day (Question and Answer 1(b)) will, when going on duty after 11:59 p.m. of the fourteenth day be allowed a one-way working trip in addition to all other earnings on that trip.

Question and Answer No. 2

- Q. If the balance of trips between the pools were to be 10 out of balance on the seventh day of the balancing cycle, yet a 4 balance was reached at 9:00 p.m. on the twelfth day, while ending up 8 trips out of balance at 11:59 p.m. on the fourteenth day, what is the obligation of the carrier?
- A. The carrier would not be obligated to make any adjustments since a "4" balance was reached between 12:01 a.m. on the twelfth day and 11:59 p.m. on the fourteenth day.

Question and Answer No. 3

- Q. If at 11:59 p.m. on the fourteenth day, the balance was off by 7 one-way trips between the pools yet 3 crews were en route, what is the obligation of the carrier?
- A. Carrier would not be obligated to make any adjustments, since the three crews en route as of 11:59 p.m. on the fourteenth day will be counted as having completed their trip for purposes of trip balance, i.e., within four (4) one-way trips.

Question and Answer No. 4

- Q. Will pool freight crews who are on duty but have not departed as of 11:59 p.m. on the fourteenth day be counted in the trip balance?
- A. Crews who are on duty but have not departed at 11:59 p.m. on the fourteenth day will be counted in the trip tabulation between pools the same as those in Question 3.

Question and Answer No. 5

- Q. How will pool freight crews overtaken by the Hours of Service Law be treated with respect to the trip balance?

- A. A crew in ID service overtaken by the Hours of Service Law will be credited with the entire one-way trip. Likewise, any ID crew utilized to dog catch a crew en route will be credited with an entire one-way trip for trip balancing purposes. Other than this, there will be no count to the trip balance.

Question and Answer No. 6

- Q. What if an involuntary closure of mainline(s), occurs between 12:01 a.m. of the 8th day and 11:59 p.m. of the 14th day of the balancing cycle?
- A. If such a closure of mainline(s) occurs, the carrier will attempt to balance the trips at some point between 12:01 a.m. on the twelfth day and 11:59 p.m. on the fourteenth day. However, if conditions were such that a trip balance of "4" cannot be obtained between 12:01 a.m. on the twelfth day and 11:59 p.m. on the fourteenth day as a result of this service interruption, the carrier will not be responsible for balancing trips between the pools for that particular cycle; however, the imbalance will be carried over to the next balancing cycle.

Question and Answer No. 7

- Q. If a trip balance of "4" is obtained on the twelfth or thirteenth day of the cycle, when does a new cycle begin?
- A. Regardless of when a "4" balance is reached between 12:01 a.m. on the twelfth day and 11:59 p.m. on the fourteenth day, a new balance cycle begins at 12:01 a.m. on the fifteenth day, or every other Tuesday at 12:01 a.m.

Question and Answer No. 8

- Q. Will any trips incurred as a result of work/wreck trains be utilized for trip balancing purposes?
- A. No, only trips incurred in ID freight service will be included in trip balance.

LAYING OFF

Conductors and brakemen in interdivisional service will lay off at home terminal, except in case of emergency, such as illness or injury, and will report at home terminal only.

HELD-AWAY-FROM HOME TERMINAL

Crews in interdivisional pool freight service held at their away-from-home terminal will be paid continuous time for all time held after expiration of sixteen hours from the time relieved from

previous duty exclusive of any time resulting from any member of the crew calling for rest, at the rate paid for last service, until called for service or ordered to deadhead, in which case HAFHT time shall cease at the time pay begins for such service, or when deadheading, at the time the train departs on its road trip. If transportation other than train is used for deadheading, HAFHT time shall cease at the time of departure of the other mode of transportation.

NOTE: If a crew is called and released, held time will not be broken. However, there will be no duplicate payment for held time and time on duty.

TRADING TRAINS

Interdivisional crews will not be required to trade trains in opposite directions.

FORMAL INVESTIGATIONS

Applicable schedule rules will apply to pool freight conductors and brakemen required by Carrier to attend formal investigation; however, a conductor or brakeman in interdivisional service, who is ordered by Carrier to appear for a formal investigation at a location other than his home terminal, will be compensated for deadhead in accordance with the October 31, 1985 UTU National Agreement when dismissed or suspended.

MEALS EN ROUTE

In order to expedite the movement of these interdivisional pool freight runs, the Carrier shall determine the conditions under which crews may stop to eat. When crews working or deadheading are not permitted to stop to eat, they will be paid an allowance of \$1.50 for the trip, unless they qualify for payment under the meals en route agreement.

BASIS OF PAY

All miles run in excess of the miles encompassed in the basic day shall be paid for at a rate calculated by dividing the basic daily rate of pay in effect on October 31, 1985 by the number of miles encompassed in the basic day as of that time.

Current actual miles run are as follows:

Sweetwater - Temple	246 miles
Sweetwater - Saginaw (via Brownwood)	265 miles

Pool freight crews called for and departing the terminal in interdivisional service will be allowed the mileage terminal to terminal, except when the service is interrupted by an emergency such as flood, washout, major derailment, etc.; i.e., an Act of God, and pool freight crew is returned to the originating terminal. In that event, the crew will be placed first out after eight hours rest, being given first consideration for deadhead to the home terminal. It is understood the foregoing does not modify the current call and release rule.

PROVIDING RELIEF FOR HOURS OF SERVICE LAW CREWS

In connection with relieving interdivisional pool freight crews tied up under the Hours of Service Law, the following will prevail when it is necessary to call a road crew out of the terminal:

TEMPLE TO SWEETWATER

- | | | |
|--------------------------------------------------|---|---------------------------------------------------|
| Between Temple and Brownwood including Brownwood | - | ID pool freight crew standing first out at Temple |
| Between Brownwood and Sweetwater | - | Extra board crew at Sweetwater |

SWEETWATER TO TEMPLE

- | | | |
|-------------------------------------------------------|---|-------------------------------------------------------|
| Between Sweetwater and Brownwood, including Brownwood | - | ID pool freight crew standing first out at Sweetwater |
| Between Brownwood and Temple | - | Extra board crew at Temple |

SAGINAW TO SWEETWATER
VIA BROWNWOOD

- | | | |
|---------------------------------------------------|---|--------------------------------------------------------|
| Between Saginaw and Brownwood including Brownwood | - | ID pool freight crew standing first out at the Saginaw |
| Between Brownwood and Sweetwater | - | Extra Board crew at Sweetwater |

SWEETWATER TO THE SAGINAW
VIA BROWNWOOD

- | | | |
|------------------------------------------------------|---|-------------------------------------------------------|
| Between Sweetwater and Brownwood including Brownwood | - | ID pool freight crew standing first out at Sweetwater |
|------------------------------------------------------|---|-------------------------------------------------------|

Between Brownwood and Saginaw

- Extra Board crew at the
Saginaw

When an interdivisional pool freight crew is tied up under the Hours of Service Law and is to be transported to the distant terminal to complete the trip, the following will govern:

1. One hour will be free time.
2. Straight time allowance will be paid for any time in excess of free time calculated from time tied up under the Hours of Service Law and time transportation became available.

PROTECTING OTHER THAN ID SERVICE

All unassigned service, other than ID service between Sweetwater and Temple and between Sweetwater and Saginaw will be protected by the governing extra boards. Regular assignments will be protected by regularly assigned conductors and brakemen.

VACATIONS

A pool freight conductor or brakeman in interdivisional service will be permitted to advance the starting date of a scheduled vacation period to coincide with the start of layover days, but not to exceed three days.

MOVING/REAL ESTATE

Article IX, Section 7 of the October 31, 1985 UTU National Agreement, will be applicable to any conductor or brakeman whose principle residence was the Brownwood area on November 1, 1985, and who is required to change his/her residence as a result of the implementation of this Agreement.

PROTECTION

Article IX, Section 7 of the October 31, 1985 UTU National Agreement will be made a part of this Agreement.

This Agreement will become effective _____, 1992.

Signed at Schaumburg, Illinois this 27th day of July, 1992.

FOR THE ORGANIZATION:

JR Neal
General Chairman, United
Transportation Union (CTY)

FOR THE CARRIER:

John J. Zapp
Assistant Vice President -
Labor Relations

APPROVED:

J. L. Easley
Vice President, United
Transportation Union

(utubrown.id)



The Atchison, Topeka and Santa Fe Railway Company

1700 East Golf Road
Schaumburg, Illinois 60173-5860

July 27, 1992
47-1240-20-28

Mr. G. R. Neal, General Chairman
United Transportation Union (CT&Y)
P.O. Box 1687
Brownwood, Texas 76801

Dear Sir:

SIDE LETTER NO. 1

This has reference to the Memorandum of Agreement ("Implementing Agreement") establishing interdivisional service through Brownwood, Texas.

1. All current employees who resided within 30 miles of the on-and-off duty point at Brownwood on November 1, 1985, or who resided within the city limits of Dublin or Coleman, Texas or in the vicinity of Dublin or Coleman on November 1, 1985, will be covered under the moving/real estate provisions of this Implementing Agreement.
2. Qualified homeowners under Paragraph 1 above may elect the option ("moving/real estate option") of accepting a gross payment of \$17,000 (less income taxes, etc.) in complete satisfaction of Sections 10 and 11 of the Washington Job Protection Agreement. The parties also understand and agree that the amount of this moving/real estate option is in part based on the employees' prompt and voluntary participation in this Implementing Agreement. Thus, there is no expectation that the amount of this moving/real estate option would remain as high if this Agreement is not ratified by the employees. Rather, in the event ratification does not occur, the best precedents in subsequent arbitration of this issue would be the moving/real estate options provided for in connection with previous runthroughs affecting employees represented by the General Committee signatory hereto.
3. A homeowner under Paragraph 1 who does not choose the option provided in Paragraph 2 may elect to have his home purchased by the Carrier. The homeowner employee will be paid the appraised value of his home as of November 1, 1985 as determined by two appraisers chosen by him from a list of qualified appraisers furnished by the Carrier. If the valuation of the home by the two appraisers is not within 5%, a third appraiser will be utilized.
4. The provisions of this side letter will also apply to employees under Paragraph 1 above who own mobile/modular homes as their principal places of residence.
5. If an employee(s) holds an unexpired lease of a dwelling occupied by him as his home, the Carrier will protect him from any loss associated with breaking said lease in line with Section 11(a), paragraph 3 of WJPA.

6. If an employee(s) holds an unexpired lease of a dwelling occupied by him as his home, he may, in lieu of Paragraph 5 above, accept a cash option of \$5,000 (gross).
7. Any employee who avails himself of the provisions of either paragraph 3, 4 or 5 and changes his point of employment and permanent residence will be reimbursed for all expenses of moving his household and other personal effects and for the traveling expenses of himself and members of his family, including living expenses for himself and his family and his own actual wage loss during the time necessary for such transfer, and for a reasonable time thereafter, (not to exceed five (5) working days), used in securing a place of residence in his new location. No claim for expenses under this Section shall be allowed unless they are incurred within three (3) years from the date of implementation of the interdivisional run and the claim must be submitted within ninety (90) days after the expenses are incurred. Trainmen who relocate under paragraphs 3, 4, or 5 will also be entitled to the \$400 "lace curtain" payment provided for under WJPA.
8. An employee who avails himself of the options provided for in Paragraph 2 or 6 must exercise such option in writing to the Carrier not later than 3 years from the date this agreement is implemented.

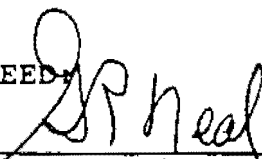
If the foregoing correctly describes our understanding, please signify in the space provided below.

Very truly yours,




John J. Fleps
Assistant Vice President
Labor Relations

AGREED:



General Chairman, United
Transportation Union (CTY)

APPROVED:



Vice President, United
Transportation Union

The Atchison, Topeka and Santa Fe Railway Company



1700 East Golf Road
Schaumburg, Illinois 60173-5860

July 27, 1992
47-1240-20-28

Mr. G. R. Neal, General Chairman
United Transportation Union (CT&Y)
P.O. Box 1687
Brownwood, Texas 76801

Dear Sir:

SIDE LETTER NO. 2

This has reference to the Memorandum of Agreement covering interdivisional service through Brownwood, Texas.

The following handling will apply in connection with Section 11(a) of WJPA:

1. An employee may provide the Carrier a Revised Offer as defined in the booklet titled "Relocation Guide," a copy of which will be distributed to the employees, and collect a \$10,000 cash incentive from the Carrier upon closing of the home sale. The Revised offer must satisfy the following criteria:
 - a. Carrier's third party relocation agent must receive a bona fide offer;
 - b. Carrier's third party relocation agent must be able to verify that financing has been secured by the Bona Fide Purchaser;
 - c. The home must be listed as described on page 7 of the above-mentioned booklet; and,
 - d. All conditions of Carrier's third party relocation agents' Offer Provision must be satisfied.

Should the Bona Fide Offer be withdrawn or for any reason the resulting home sale is not consummated, the employee may elect one of the following options:

The Guaranteed Offer will be reinstated and will be the price paid by the Carrier for subject property and the employee will not be eligible to collect the \$10,000 cash incentive; or

The employee may elect Option No. 2 of Side Letter No. 1 of the Brownwood Interdivisional Agreement.

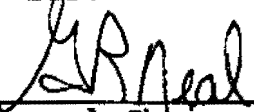
If the foregoing correctly describes our understanding,
please signify in the space provided below.

Very truly yours,



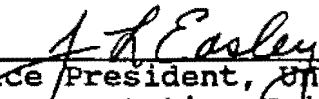
John J. Fleps
Assistant Vice President
Labor Relations

AGREED:



General Chairman, United
Transportation Union (CTY)

APPROVED:



Vice President, United
Transportation Union

(utubrown.id1)



The Atchison, Topeka and Santa Fe Railway Company

1700 East Golf Road
Schaumburg, Illinois 60173-5860

July 27, 1992
47-1240-20-28

Mr. G. R. Neal, General Chairman
United Transportation Union (CT&Y)
P.O. Box 1687
Brownwood, Texas 76801

Dear Sir:

SIDE LETTER NO. 3

Referring to Memorandum of Agreement covering interdivisional service through Brownwood and the handling to be given those employees who may elect to apply Section 11(d) of WJPA.

It is understood the following would govern in the application of Section 11(d) of WJPA:

1. Carrier will make an offer to purchase an employee's home in accordance with Section 3(a) of Side Letter 1.
2. An employee who desires to invoke Section 11(d) must notify Mr. Richard Hinderliter, Manager-Employee Relations, Santa Fe Railway, 7412 Jefferson NE, Albuquerque, New Mexico 87109, in writing, of his/her intent to do so within 60 days of receipt of the written offer.
3. After an employee notifies Carrier of invocation of Section 11(d), he/she will select a competent qualified appraiser and will furnish Mr. Hinderliter a copy of the appraisal made by the employee's appraiser, together with information concerning the qualification and/or certification of the employee's appraiser.
4. Carrier will review the employee's appraisal and advise whether it is acceptable. If not acceptable, Carrier will notify the employee of the name of the Company's appraiser and will instruct that appraiser to contact the employee's appraiser for the purpose of selecting a qualified third or neutral appraiser.
5. The Company will give the third and neutral appraiser a copy of the employee's appraisal and a copy of one of the two or three Carrier's appraisals with instructions to determine which one should be accepted as representing fair value of the home or make his/her own appraisal of the property and determination of fair value.

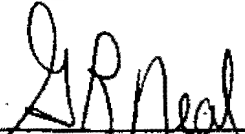
6. The salary and expenses of the third or neutral appraiser, including the expenses of the appraisal board, shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the salary of the appraiser selected by such party.
7. The decision of the neutral appraiser shall be binding. If the employee elects not to accept the neutral's appraisal of the employee's home, the Carrier is under no further obligation in connection therewith.

Very truly yours,



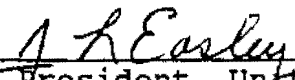
John J. Fleps
Assistant Vice President
Labor Relations

AGREED:



General Chairman, United
Transportation Union (CTY)

APPROVED:



Vice President, United
Transportation Union

(utubrown.id1)



The Atchison, Topeka and Santa Fe Railway Company

1700 East Golf Road
Schaumburg, Illinois 60173-5860

July 27, 1992
47-1240-20-28

Mr. G. R. Neal, General Chairman
United Transportation Union (CT&Y)
P.O. Box 1687
Brownwood, Texas 76801

Dear Sir:

SIDE LETTER NO. 4

This has reference to the Memorandum of Agreement establishing interdivisional service through Brownwood, Texas.

The parties have reviewed the real estate markets in both Brownwood and Sweetwater, Texas, and agree Sweetwater is not a higher-cost real estate area for purposes of comparable housing.

If the foregoing correctly describes our understanding, please signify in the space provided below.

Very truly yours,

John J. Fleps
Assistant Vice President
Labor Relations

AGREED:

General Chairman, United
Transportation Union (CTY)

APPROVED:

Vice President, United
Transportation Union

(utubrown.id1)



The Atchison, Topeka and Santa Fe Railway Company

1700 East Golf Road
Schaumburg, Illinois 60173-5860

July 27, 1992
47-1240-20-28

Mr. G. R. Neal, General Chairman
United Transportation Union (CT&Y)
P.O. Box 1687
Brownwood, Texas 76801

Dear Sir:

SIDE LETTER NO. 5

This has reference to the Memorandum of Agreement establishing interdivisional service through Brownwood, Texas.

This will confirm the provisions of Paragraph (7) of the Memorandum of Agreement dated December 7, 1983, concerning caboosless operations, as modified by Article VIII of the October 31, 1985 UTU National Agreement, will apply to ID crews required to deadhead on trains.

If the foregoing correctly describes our understanding, please signify in the space provided below.

Very truly yours,

John J. Fleps
Assistant Vice President
Labor Relations

AGREED:

General Chairman, United
Transportation Union (CTY)

APPROVED:

Vice President, United
Transportation Union

(utubrown.id1)



The Atchison, Topeka and Santa Fe Railway Company

1700 East Golf Road
Schaumburg, Illinois 60173-5860

July 27, 1992
47-1240-20-28

Mr. G. R. Neal, General Chairman
United Transportation Union (CT&Y)
P.O. Box 1687
Brownwood, Texas 76801

Dear Sir:

SIDE LETTER NO. 6

This has reference to the Memorandum of Agreement establishing interdivisional service through Brownwood, Texas.

All home-terminal Sweetwater ID employees will receive a two-hour call for ID service working from Sweetwater to Temple, or Sweetwater to Saginaw.

If the foregoing correctly describes our understanding, please signify in the space provided below.

Very truly yours,

John J. Fleps
Assistant Vice President
Labor Relations

AGREED:

General Chairman, United
Transportation Union (CTY)

APPROVED:

Vice President, United
Transportation Union

(utubrown.id1)



The Atchison, Topeka and Santa Fe Railway Company

1700 East Golf Road
Schaumburg, Illinois 60173-5860

July 27, 1992
47-1240-20-28

Mr. G. R. Neal, General Chairman
United Transportation Union (CT&Y)
P.O. Box 1687
Brownwood, Texas 76801

Dear Sir:

SIDE LETTER NO. 7

This has reference to the Memorandum of Agreement establishing interdivisional service through Brownwood, Texas.

When the active board is set, if a crew(s) is (are) to be deadheaded, they will be designated at the time the active board is set. If a trainman is activated to work and is subsequently deadheaded, full district mileage will be allowed (actual miles deadheaded). A crew at the away-from-home terminal, once designated as a deadhead to the home terminal, may deadhead on an earlier train, provide their own transportation, or be transported by limousine, if the carrier elects to use a limousine. However, proper authority must be obtained from the Regional Operations Center if requesting to deadhead in advance of designated turn. The turn itself will be placed in proper sequence upon the turn's arrival at the home terminal.

If the foregoing correctly describes our understanding, please signify in the space provided below.

Very truly yours,

John J. Fleps
Assistant Vice President
Labor Relations

AGREED:

General Chairman, United
Transportation Union (CTY)

APPROVED:

Vice President, United
Transportation Union



The Atchison, Topeka and Santa Fe Railway Company

1700 East Golf Road
Schaumburg, Illinois 60173-5860

July 27, 1992
47-1240-20-28

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

Dear Sir:

SIDE LETTER NO. 8

This has reference to the Memorandum of Agreement providing for the establishment of interdivisional service between Temple and Sweetwater and between Sweetwater and Saginaw.

If junior Temple trainmen/yardmen are force assigned to Sweetwater for at least five continuous months as a result of this runthrough, the employee will be entitled to the moving/real estate provisions of the Agreement.

Any Temple trainman force assigned to Sweetwater will receive the allowance in lieu of lodging (currently \$14.44) for a maximum of 15 days during the first year of this agreement.

Very truly yours,

John J. Fleps
Assistant Vice President
Labor Relations

AGREED:

General Chairman, United
Transportation Union (CTU)

Vice President, United
Transportation Union



The Atchison, Topeka and Santa Fe Railway Company

1700 East Golf Road
Schaumburg, Illinois 60173-5860

July 27, 1992
47-1240-20-28

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

Dear Sir:

SIDE LETTER NO. 9

In connection with Side Letter No. 1, Mr. B. J. Benningfield will be considered to be covered under the moving/real estate provisions of this agreement.

If the foregoing correctly describes our understanding, please signify in the space provided below.

Very truly yours,

John J. Fleps
Assistant Vice President
Labor Relations

AGREED:

General Chairman, United
Transportation Union (CTY)

Vice President, United
Transportation Union



The Atchison, Topeka and Santa Fe Railway Company

1700 East Golf Road
Schaumburg, Illinois 60173-5860

July 27, 1992
47-1240-20-28

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

Dear Sir:

SIDE LETTER NO. 10

This has reference to the Memorandum of Agreement establishing interdivisional service through Brownwood, Texas.

This is to confirm that there will be a 50/50 distribution of trips between Temple and Sweetwater.

If the foregoing correctly describes our understanding, please signify in the space provided below.

Very truly yours,

John J. Fleps
Assistant Vice President
Labor Relations

AGREED:

General Chairman, United
Transportation Union (CTY)

Vice President, United
Transportation Union



The Atchison, Topeka and Santa Fe Railway Company

1700 East Golf Road
Schaumburg, Illinois 60173-5860

July 27, 1992
47-1240-20-28

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

Dear Sir:

SIDE LETTER NO. 11

This has reference to the Memorandum of Agreement providing for the establishment of interdivisional service between Temple and Sweetwater and between Sweetwater and Saginaw.

This is to confirm that Cleburne trainmen will be entitled to twenty-five percent of the jobs between Saginaw and Sweetwater.

Very truly yours,

John J. Fleps
Assistant Vice President
Labor Relations

AGREED:

General Chairman, United
Transportation Union (CTY)

Vice President, United
Transportation Union



The Atchison, Topeka and Santa Fe Railway Company

1700 East Golf Road
Schaumburg, Illinois 60173-5860

July 27, 1992
47-1240-20-28

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 providing for the establishment of interdivisional service between Temple and Sweetwater and between Sweetwater and Saginaw.

This is to confirm our interpretation of Side Letter No. 11 of the Brownwood runthrough agreement to the effect that "Cleburne trainmen" refers to Northern Division trainmen and that "jobs" refers to miles. Additionally, it is understood that if and when the effected routes or terminals are changed, the percentage of work equity will be recalculated and applied according to that recalculated equity.

Very truly yours,

John J. Fleps
Assistant Vice President
Labor Relations

AGREED:

General Chairman, United
Transportation Union (CTY)

Handwritten notes:
received
from



The Atchison, Topeka and Santa Fe Railway Company



1300 East Golf Road
Schaumburg, Illinois 60173-5869

August 28, 1992

Mr. G. R. Neal, General Chairman
United Transportation Union (CT&Y)
807-B Center Avenue
Brownwood, Texas 76801

Dear Sir:

This is to confirm our tentative understanding concerning the availability of \$250,000 in 1993 for only those trainmen eligible for the moving allowance provided for in the Brownwood interdivisional agreement. Whatever amounts are not used to pay protective benefits under the so-called "Norfolk and Western conditions" as modified by Mendocino Coast Ry. will be available to be distributed on a pro rata basis between the eligible employees after the expiration of the protective period.

Yours truly,

John T. Fleps
Assistant Vice President -
Labor Relations

General Chairman
United Transportation Union (CT&Y)



The Atchison, Topeka and Santa Fe Railway Company

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

February 25, 1993
47-1240-20-28

Mr. G. R. Neal, General Chairman
United Transportation Union (CT&Y)
P.O. Box 1687
Brownwood, Texas 76801

Dear Sir:

This has reference to the Memorandum of Agreement establishing interdivisional service through Brownwood, Texas.

IT IS AGREED;

Crews operating in interdivisional service between Sweetwater and Saginaw (via Brownwood), who are instructed prior to departure from the initial terminal may make a side trip between Cresson and Cleburne, Texas. Actual miles of side trip on a continuous time basis will be allowed. Actual miles run Sweetwater to Saginaw (via Brownwood) with side trip to Cleburne is 302.

If the foregoing outlines the understanding reached please signify by signing in the space provided below:

This Agreement is subject to cancellation by 10-days written notice by either party.

Signed and effective this 1st day of March, 1993.

FOR THE ORGANIZATION

FOR THE CARRIER

D. D. Hand
Local Chairman - 564

J. K. Hartenbauer
Reg. Mgr. - Labor Rel.

[Signature]
Local Chairman - 1593

G. R. Neal
General Chairman