

MEMORANDUM OF AGREEMENT between The Atchison, Topeka and the Santa Fe Railway Company and its employees represented by the United Transportation Union (CT&Y) and (E) Committees for the former Northern and Southern Divisions.

In order to expedite the movement of outbound and inbound trains in yards, the Carrier may establish as it deems necessary hostler position(s) according to the following terms and conditions:

- 1) A hostler under this agreement will work with an independent herder when working outside of the restricted area to handle single and multiple power including turning, fueling, increasing, decreasing and replacing such power, taking such power to and from restricted areas; to couple/ uncouple air and MU hoses/cables between the engine(s) and between the engine(s) and the first car of the train; to make head and rear end air tests on made-up trains or portions of made-up trains; and to perform all other customary hostler duties.
- 2) A hostler performing service under this agreement will not move or switch cars.
- 3) The basic day rate of pay for a hostler under this agreement is \$160.00 per eight hour or less day subject to future wage increases.
- 4) A hostler is not eligible for any additional payment when the independent herder he is working with handles an ETD/ETM.
- 5) A hostler is not entitled to air pay or ETD/ETM pay.
- 6) Article IV, Section 6 of the 1985 UTU National Agreement concerning rate progression for new hires does not apply to employees while holding hostler positions established under this agreement. Tours of duty as such a hostler will count toward satisfaction of the 80 or more tours of duty requirement in Article IV, Section 6.
- 7) When employees bid on a permanent vacancy for a hostler position established under this agreement, bids will be handled in the following order:
 - a. Fireman seniority (employees holding fireman seniority who are currently working or stand to be working as firemen, hostlers or groundmen).

- b. Yardman seniority (engine foremen qualified as hostlers based on relative standing on the yardmen's roster at the point). In order to become qualified as a hostler a yardman must be promoted to engine foreman.
- 8) Force assignments to hostler positions established under this agreement, when there are no bids received, will be made in the following order:

- a. Junior employee with fireman seniority who is currently working or stands to be working as a fireman or groundman.

AMENDED per letter dated Sept. 24, 1995
If there are no employees holding fireman seniority who are currently working or standing to work as firemen or groundmen, the assignment will be rotated off of the yardmen's guaranteed yard extra board until such time as an employee with fireman seniority standing to work as a fireman or groundman becomes available for force assignment where the vacancy exists.

- c. Force assignments will not be made on the rest days of the assignment when forcing a yardman to a hostler assignment.

- 9) Temporary vacancies for hostler positions established under this agreement (called during the same spread of hours as other yard jobs) will be filled in the following order:

- a. First out qualified hostler on the yardmen's extra board at the point where the vacancy exists.
- b. Assigned hostler on rest days at the point where the vacancy exists with request on file to work temporary vacancies. An assigned hostler on rest days is not subject to missing a call if he is not available when called for this service.
- c. By the senior available yardman qualified to work as a hostler at that point who has made written request for such service.
- d. The junior available regularly assigned yardman qualified as a hostler at that point.

- 10) Extra hostler vacancies (called outside of the same spread of hours as other yard jobs) will be filled in the following order:
- a. First out qualified hostler on the yardmen's guaranteed extra board at the point where the vacancy exists. Qualified hostlers will not be subject to missing a call if not available when called and will retain their respective standing on the extra board.
 - b. Assigned hostler on rest days at the point where the vacancy exists with request on file to work temporary vacancies. An assigned hostler on rest days is not subject to missing a call if not available when he is called for this service.
 - c. By the senior available yardman qualified to work as a hostler at that point who has made a written request to protect hostler vacancies.
- 11) When calling a temporary or extra hostler and an independent herder both from the yardmen's guaranteed extra board, the senior qualified employee will have his choice as to which position to protect when both employees are qualified to work as hostlers.
- 12) When vacancies exist for both a hostler and an engine foreman at the same starting time and at the same point, the senior yardman will have his choice as to which position to protect when both employees are qualified to work as hostlers.
- 13) A yardman working a hostler position will be eligible for overtime under applicable yard rules; credited for yardman vacation qualification; and eligible for pay under the holiday pay rule. Hostler service when performed by a yardman will be considered yard service for purposes of compensation under this agreement. "For purposes of compensation" means that a yardman working as a hostler will be eligible for overtime under the terms of the yard schedule and will have guarantee calculated as if the employee worked as an engine foreman.
- 14) Hostler assignments will be counted in determining the number of employees required on the yardmen's guaranteed extra board. When a hostler position is filled from the yardmen's guaranteed extra board, guaranteed extra board rules will be in effect for compensation purposes.

- 15) This agreement is made in addition to any other agreement terms providing for hostlers or hostler work, but unless cancelled as provided for below, supersedes any other agreement terms in conflict with it.

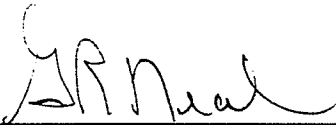
Activation of this agreement at any or all of Temple or Alliance yards may be done at the discretion of the Carrier, but on fifteen days' written notice in each case to the Organizations (UTU-CT&Y and UTU-E). Should the Carrier desire to activate the agreement at other points, it may do so subsequent to agreement by the Organizations.

Once implemented at a yard point, this agreement is subject to cancellation at that point upon thirty days' written notice by any one of the parties to the other two parties.

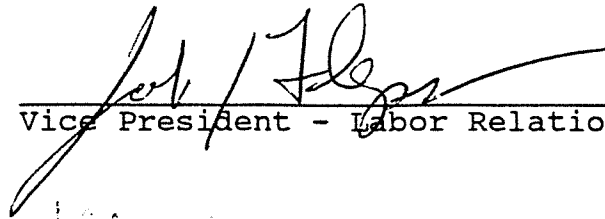
AGREED:

For the Organization:

For the Carrier:



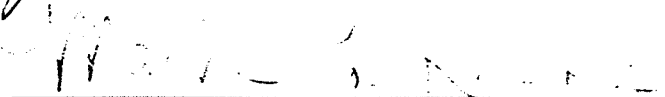
General Chairman UTU (CTY&E)




Vice President - Labor Relations



Vice President UTU



Director - Labor Relations



Director - Labor Relations

September 20, 1995

Mr. G. R. Neal, General Chairman
United Transportation Union (CTY&E)
807-B Center Avenue
Brownwood, TX 76801

Dear Sir:

In our discussions concerning the agreement to train engine foremen to fill hostler positions the following questions and answers were agreed to:

Q1) If an yardman attempts to qualify as a hostler and fails, is the yardman still eligible to occupy the yardmen's guaranteed extra board?

A1) Yes, until the next hostler qualification class. If the yardman holds seniority as a post October 31, 1985 train service employee and he fails a second time or does not participate in the next qualification class, he will no longer be eligible to hold the yardman's guaranteed extra board. If he is a pre October 31, 1985 train service employee and he fails a second time or does not participate in the next qualification class, he will remain eligible to hold the yardman's guaranteed extra board.

Q2) How often will hostler qualification classes be held for yardmen?

A2) Classes will be held on an as needed basis, as determined by the Carrier. The General Chairman may, however, request the Carrier to hold classes.

Q3) Who will attend hostler qualification classes?

A3) Each hostler qualification class will be mandatory for all employees who are promoted engine foremen on the yardmen's guaranteed extra board at the relevant point on the date the class is scheduled who are not already qualified as hostlers. When a class is scheduled, requests to qualify will also be accepted from promoted engine foremen at the relevant point. Yardmen will be scheduled to attend class in seniority order with the senior yardman on the extra board attending first. After all extra board yardmen have attended, promoted engine foremen with requests to qualify as hostlers will attend, in seniority order relative to one another, senior first!

Q4) How will engine foremen be trained to be hostlers?

A4) The Carrier will be responsible for the design and length of the training program, preparing all training materials and conducting classes.

Q5) What will the training rate of pay be?

A5) Engine foremen in hostler training will receive engine foremen rate of pay. Compensation for training will count against guarantee.

Q6) Does handling of power by a hostler include live and dead power?

A6) Yes.

Q7) Does handling of power by a hostler include cutting in or out of helper units?

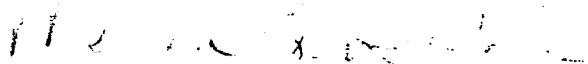
A7) Yes.


Q8) Will a regularly assigned yardman receive time and one half when used off of his assignment to fill a temporary or extra hostler vacancy?

A8) Yes.

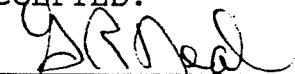
If the above meets with your approval, please acknowledge by signing in the space provided below.

Respectfully,


Marka L. Hughes
Director - Labor Relations


Milton H. Siegele, Jr.
Director - Labor Relations

ACCEPTED:


General Chairman UTU (CTY&E)

September 5, 1995

Via Fax and Mail

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

Dear Sir:

We are writing to confirm our conversation wherein we discussed the following matters in connection with the proposed hostler agreement:


1. Item No. 5 in our proposed agreement covering certain hostler assignments will be changed to read:

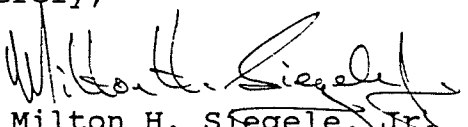
When calling a temporary or extra hostler and an independent herder both from the yardmen's guaranteed extra board, the senior qualified employee will have his choice as to which position to protect when both employees are qualified to work as hostlers.

2. We confirmed that, if the hostler agreement is ratified, the Carrier will pay the footboard yardmaster rate to an independent herder who works with a hostler or who assists a road or yard crew.
3. The answer to question No. 1 in our letter to you of July 11, 1995 will be changed to read:

Yes, until the next hostler qualification class. If the yardman holds seniority as a post October 31, 1985 train service employee and he fails a second time or does not participate in the next qualification class, he will no longer be eligible to hold the yardman's guaranteed extra board. If the yardman holds seniority as a pre October 31, 1985 train service employee and he fails a second time or does not participate in the next qualification class, he will remain eligible to hold the yardman's guaranteed extra board.

Sincerely,


Marka L. Hughes
Director - Labor Relations


Milton H. Siegele, Jr.
Director - Labor Relations

September 20, 1995

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

Mr. R. C. Wiggins, Local Chairman
United Transportation Union #331
Post Office Box 293
Eddy, Texas 76524

Dear Gentlemen:

If the proposed hostler agreement is ratified at Temple, Texas, the following provisions will apply to yardmen working as hostlers:

- 1) Item No. 8 in the agreement which now reads:
 - 8) Force assignments to hostler positions established under this agreement, when there are no bids received, will be made in the following order:
 - a. Junior employee with fireman seniority who is currently working or stands to be working as a fireman or groundman.
 - b. If there are no employees holding fireman seniority who are currently working or standing to work as firemen or groundmen, the assignment will be rotated off of the yardmen's guaranteed yard extra board until such time as an employee with fireman seniority standing to work as a fireman or groundman becomes available for force assignment where the vacancy exists.

will be changed to read:

8. Force assignments to hostler positions established under this agreement, when there are no bids received, will be made in the following order:
 - a. Junior employee with fireman seniority who is currently working or stands to be working as a fireman or groundman.

b. The junior qualified employee not working as an engine foreman or herder.

- 2) If extra hostler vacancies are frequently called outside of the same spread of hours as other yard jobs the UTU (CT&Y) general chairman and the carrier will meet to discuss alternatives.
- 3) It is understood that the hostler agreement is being implemented to expedite the movement of outbound and inbound trains in the yard at Temple, Texas.
- 4) Article 17, Section (g) in the yardmen's schedule for the Northern and Southern Divisions which now reads:


A regularly assigned helper who has been used off of his assignment in accordance with the rules as a foreman, pilot or herder will not be subject to the payment provided in Paragraph 3 hereof.

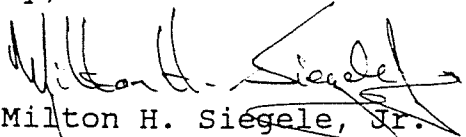
will now read:

A regularly assigned helper who has been used off of his assignment in accordance with the rules as a foreman, pilot, herder or hostler will not be subject to the payment provided in Paragraph 3 hereof. In addition, a regularly assigned engine foreman who has been used off of his assignment in accordance with the rules as hostler will not be subject to the payment provided in Paragraph 3 hereof.

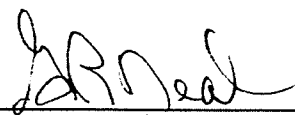
If the above meets with your approval, please acknowledge by signing in the space provided below.

Respectfully,


Marka L. Hughes
Director - Labor Relations


Milton H. Siegele, Jr.
Director - Labor Relations

ACCEPTED:



General Chairman UTU (CT&Y)

Local Chairman UTU Local 331