

INTRODUCTION:

This is the current agreement for locomotive engineers addressing wage and rules changes effective January 1, 1990, printed and distributed by the General Committee of Adjustment for the Brotherhood of Locomotive Engineers, Atchison, Topeka and Santa Fe Railway Company. It contains agreements, interpretations, and other information pertinent to the wages and working conditions of locomotive engineers. Other schedule rules not specifically changed by this agreement remain in full force and effect as outlined in the three existing schedules, Santa Fe Proper, Coast Lines and Western Lines.

The Brotherhood of Locomotive Engineers, by contractual right, represents all locomotive engineers on the Atchison, Topeka and Santa Fe Railway Company and offers those engineers its services in the adjustment of any differences that may arise between them and their employer. It also invites all engineers who are non-members to affiliate and take an active interest in its affairs, attend meetings regularly and, thereby, gain the most good from the protection and benefits it affords, together with the good will of their fellow engineers.

C. A. McDaniel, Jr., Chairman
G. E. Mettler, Jr., Vice Chairman
General Committee of Adjustment

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

Article I - Lump Sum and Deferred Payments

Section 1 - Benefits

- (a) Engineers who held seniority in the craft prior to January 1, 1989 and who were in active engine service as of December 1, 1989 who in the 12-month period October 1, 1988 through September 30, 1989 earned at least 20,000 or more engineer miles (excluding miles or mileage equivalents for vacations, holidays, guarantees and penalties) or made at least 150 tours of duty as engineer will be entitled to the following benefits.
 - (1) A \$10,000.00 cash payment less usual deductions will be made prior to January 1, 1990.
 - (2) A lump sum separation benefit of \$15,000.00 will be paid to a qualified engineer upon termination of employment, retirement or death.

- (b) Engineers who held seniority in the craft prior to January 1, 1989 and who were in active engine service as of December 1, 1989 who in the 12-month period October 1, 1988 through September 30, 1989 had earnings as an engineer but did not meet the qualifying criteria under paragraph (a) will be entitled to the following benefits.
 - (1) A \$5,000.00 cash payment less usual deductions will be made prior to January 1, 1990.
 - (2) A lump sum separation benefit of \$10,000.00 will be paid to engineers under this paragraph (b) upon termination of employment, retirement or death.
 - (3) Engineers under this paragraph (b) may qualify for an additional \$10,000.00 lump sum separation benefit if they meet the criteria in paragraph (a) in any calendar year during this agreement (1990 through 1994). In order to qualify, the engineer must make the 20,000 mile or 150 tour of duty criteria within an individual calendar year.

Section 2 - Separation Benefit

- (a) Each engineer qualified under Section 1 above will be paid a lump sum separation benefit after December 31, 1989, upon termination of employment, retirement or death. The amount of the benefit will be either \$15,000.00, \$10,000.00, or \$20,000.00 plus an adjustment increase of 3.5% per year, for each fiscal year following 1989 through the fiscal year prior to the fiscal year in which the benefit is paid.
- (b) It is intended that eligible engineers will not be subject to federal income taxation on the lump sum separation benefit until the benefit is actually paid. It is also intended that this benefit comply with the welfare benefit requirements of the Employee Retirement Security Act of 1974. By joint concurrence, the parties may amend or modify this agreement or take other necessary action, including payment of benefits prior to retirement, death or resignation, to maintain compliance with ERISA and income tax requirements or to convert to a qualified benefit plan.

Unless modified or amended by the parties as provided above, this Article I, Section 2 shall remain in effect from the effective date of this agreement until the date that all claims for lump sum supplemental separation benefits have been satisfied.

Article II - Cost of Living Adjustment

- (a) A cost-of-living adjustment will be determined in the manner set forth in and subject to all the provisions of paragraphs (d) and (f) below, on the basis of the "Consumer Price Index for Urban Wage Earners and Clerical Workers (Revised Series) (CPI-W)" (1967 = 100), U.S. Index, all items - unadjusted, as published by the Bureau of Labor Statistics, U.S. Department of Labor, and hereinafter referred to as the BLS Consumer Price Index. Cost-of-living adjustments will be made effective as described below and will be based on the change in the BLS Consumer Price Index during the respective measurement periods shown in the following table subject to the exception in paragraph (d) (ii) below, according to the formula set forth in paragraph (e) below as limited by paragraph (f) below:

<u>Measurement Periods</u>		<u>Effective Date</u>
<u>Base Month</u>	<u>Measurement Month</u>	<u>of Adjustment</u>
(1)	(2)	(3)

December 1989	December 1990	May 1, 1991
December 1990	December 1991	May 1, 1992
December 1991	December 1992	May 1, 1993
December 1992	December 1993	May 1, 1994
December 1993	December 1994	May 1, 1995

- (b) The cost-of-living adjustment will apply to straight time, overtime, vacations, holidays and to special allowances for engineers' service except that any such adjustment shall not apply to duplicate time payments, including arbitraries and special allowances that are expressed in time, miles or fixed amounts of money or to mileage rates of pay for miles run in excess of the number of miles comprising a basic day.
- (c) The amount of additional cost-of-living adjustment may be equal to, or greater or less than, the additional cost-of-living adjustment from the preceding adjustment period. The total amount of cost-of-living adjustment for any measurement period will be the total of all such adjustments for previous periods under this agreement plus additional adjustment for the current period.
- (d) Cap.
- (i) In calculations under paragraph (e) below, the maximum increase in the BLS Consumer Price Index (C.P.I.) which will be taken into account will be as follows:

<u>Effective Date of Adjustment</u>	<u>Maximum C.P.I. Increase Which May Be Taken Into Account</u>
May 1, 1991	8% of December 1989 CPI
May 1, 1992	8% of December 1990 CPI
May 1, 1993	8% of December 1991 CPI
May 1, 1994	8% of December 1992 CPI
May 1, 1995	8% of December 1993 CPI

- (ii) Any increase in the BLS Consumer Price Index from the base month of December of one year to the measurement month of December of the following year less than 4% or in excess of 8% of the December base month index, will not be taken into account in the determination of subsequent cost-of-living adjustments.
- (e) Formula. The number of points change above 4% in the BLS Consumer Price Index during a measurement period, as limited by paragraph (d) above, will be converted into cents on the basis of one cent equals 0.3 full points.

(By "0.3 full points" it is intended that any remainder of 0.1 point or 0.2 point of change after the conversion will not be counted.)

The cost-of-living adjustment, if any, will be computed by determining the whole number of cents produced by dividing by 0.3 the number of points (including tenths of points) change in excess of 4 points, as limited by paragraph (d) above, in the BLS Consumer Price Index during the measurement period from the base month of December 1989 to the measurement month of December 1990, and so on. Any residual tenths of a point resulting from such division will be dropped. The result of such division will be a cents per hour figure which will be applied to each engineer's pay items for earnings listed in paragraph (b) above for service as an engineer during the preceding calendar year. The COLA adjustment for those earnings will be made in a lump sum payment on May 1 of the year following the measurement year period.

- (f) Offsets. The amounts calculated in accordance with the formula set forth in paragraph (e) will be offset by any payments due under Article IV, Profit Sharing, payable for the same calendar year measurement period. If a COLA adjustment would otherwise be due but is offset because of a higher profit sharing payment, no COLA adjustment will be paid. The amount of COLA adjustment will be carried over for each succeeding year of this agreement. In the subsequent years, any new COLA adjustment will be added to the cumulative COLA adjustment under this agreement for purposes of measuring the profit sharing offset in a particular year.
- (g) Continuance of the cost-of-living adjustments is dependent upon the availability of the official months BLS Consumer Price Index (CPI-W) calculated in the same basis as such Index, except that, if the Bureau of Labor Statistics, U.S. Department of Labor, should during the effective period of this Agreement revise or change the methods or basic data used in calculating the BLS Consumer Price Index in such a way as to affect the direct comparability of such revised or changed index with the CPI-W Index during a measurement period, then that Bureau shall be requested to furnish a conversion factor designed to adjust the newly revised index to the basis of the CPI-W Index during such measurement period.

Application of Cost-of-Living Adjustments

- (h) In application of the cost-of-living adjustments provided for by Section 1 of this Article II, the cost-of-living adjustment will not become part of the basic rates of pay.

Article III - 401(K) Retirement Plan

A 401(K) Retirement Plan will be established for engineers as described on Attachment A.

Article IV - Profit Sharing

A Profit Sharing plan will be established for engineers as described on Attachment B.

Article V - Annual Leave Days

- (a) All engineers will be entitled to one annual leave day for each two months of injury-free service, with a maximum of six annual leave days per calendar year. "Injury-free" means not sustaining a reportable, on-duty injury in the two-month period.
- (b) For qualifying purposes, an employee must be assigned to an engineer's position the entire two-month period. Leaves of absence, suspensions or dismissals will disqualify an engineer from earning annual leave days during these time periods. An engineer in yard or road service covered by the Holiday Pay Rule or on an engineer's extra board is eligible to earn annual leave days.
- (c) Ungranted or unused annual leave days each year may be accumulated and carried over to each succeeding year.
- (d) An engineer may elect to receive payment for part or all carry-over days in his account. Payment for such days will be a basic day at the rate of the last service performed for each annual leave day.
- (e) If an engineer resigns, retires, dies or is dismissed from service, the number of annual leave days in his account as of the date leaving service, will be payable to the engineer or his estate.
- (f) Requests to observe annual leave days must be approved by designated carrier representatives and are subject to the needs of the service.

Article VI - Basic Day

Section 1

- (a) The miles encompassed in the basic day in through freight service and the divisor used to determine when overtime begins will be changed effective January 1, 1990 to 120 miles and 15 miles per hour respectively.
- (b) The 3200-3800 mile regulating factor for pools in unassigned freight service will be changed to correspond with changes in the basic day. In accordance with paragraph (a) above, pool freight boards will be regulated between 3,840 and 4,560 miles effective January 1, 1990. The BLE local chairman and local management may agree to regulate the pools as close to 4200 miles as possible. Mileage will be checked at ten-day intervals or pools may be regulated once a week based on miles made in the last ten days, multiplied by three. Pools on two-ended, variable calling interdivisional runs may be regulated every two weeks to avoid adverse fluctuations.
- (c) The personal mileage limitation for engineers in various schedules is eliminated. An engineer who accumulates 4,200 miles in his assigned checking period will be allowed to lay off on miles.

NOTE: This does not affect other lay off rules; i.e. when verbal authority is obtained, engineers will be permitted to lay off due to illness of themselves or their immediate family. Engineers will also be permitted to lay off for personal business when the exigencies of the services will permit and verbal authority is received.

Section 2

- (a) Effective January 1, 1990, all standard basic daily rates of pay in effect on December 31, 1989, will be increased by \$10.00 and will be subject to future wage increases and cost-of-living adjustments. Payments under codes 12, 32 and 3B are discontinued.
- (b) Effective January 1, 1990, all miles in excess of the basic day in freight service will be increased by 4 cents per mile and code 12 will be discontinued.

Article VII - Engineer/Conductor Only Service

- (a) Engineers protecting engineer/conductor only service will be subject to the following conditions:
 - (1) Trains will not exceed 5,000 feet in length, exclusive of engine, unless a brakeman is utilized.

- (2) Engineers in this service will only protect intermodal trains and will not be required to make more than two straight set-outs or two straight pick-ups, or one of each per tour of duty, including work at a terminal or en route, excluding bad orders. An intermodal train is one which consists of a least 90% TOFC/COFC, double-stack and/or Roadrailer cars.
- (3) The overmile rate for engineers protecting service under Paragraph (a) hereof will be increased by two cents per mile.
- (4) If the Carrier does not comply with the above restrictions covering train length, definition of intermodal trains, or pickup/setout restrictions, the engineer will be allowed an additional one-way trip as an engineer in addition to all other earnings.
- (5) The provisions of this Article VII will remain in effect unless conditions and/or restrictions for conductor only service change, in which event these provisions will be amended accordingly.

Article VIII - Road/Yard

Section 1 - Road Engineers

- (a) Article VIII, Section 1(b) of the May 19, 1986 Arbitrated National Agreement is amended to read as follows:

All progressive move requirements in connection with making pick-ups and/or set-outs at the initial and/or final terminal are eliminated. A road engineer may make up to two straight pick-ups; or, two straight set-outs; or, one straight pick-up and one straight set-out in addition to picking up his train at the initial terminal. Likewise, a road engineer may also make up to two straight pick-ups; or, two straight set-outs; or, one straight pick-up and one straight set-out in addition to yarding his train at the final terminal. In connection with the above handling, the road engineer can spot, pull, couple or uncouple cars set out or picked up by them and reset any cars disturbed.

- (b) Road engineers may make one pick-up at the initial terminal after taking charge of a solid-over-the-road train from a foreign line carrier or make one set-out at the final terminal prior to delivering a solid-over-the-road train to a foreign line carrier.

NOTE: See Questions and Answers attached to and made a part of this Agreement.

Section 2 - Yard Engineers

Yard engineers in transfer and interchange service may double over, pick-up, set-out, shove cars, couple and uncouple cars, and fill tracks to capacity in interchange tracks of their own or a foreign line yard.

Article IX - Guaranteed Extra Board

- (a) The guaranteed extra board agreements presently in effect are abrogated, and guaranteed road/yard extra boards will be established as set forth in Attachment C.
- (b) New hires will have their guarantee reduced by the percentage applicable to engineers' earnings in Article IV, Section 6 of the May 19, 1986 Arbitrated National Agreement.

Article X - Holidays

- (a) Road engineers in unassigned pool freight service who meet the qualifications in paragraph (b) below and who commence a trip in pool service on one of the following holidays:

Thanksgiving Day
Day After Thanksgiving
Christmas Eve Day
Christmas Day
New Year's Eve Day
New Year's Day

will receive one basic day's pay at the rate for the trip worked commencing on the holiday in addition to all other earnings.

- (b) To qualify for holiday pay, a pool freight engineer must be available and commence a tour of duty on the holiday. The engineer must also have been in pool freight service and made a trip without lay off immediately preceding the holiday and remain in pool freight service and make at least one trip immediately following the holiday.

NOTE: An engineer going on duty prior to the holiday whose tour of duty extends into the holiday will not be entitled to the basic day payment.

(This Article X will become effective February 1, 1990.)

Article XI - Bereavement

- (a) Bereavement leave will be allowed in case of death of an engineer's brother, sister, parent, child, spouse, or spouse's parent.

NOTE: In connection with the above, death of a half-brother or half-sister would entitle an engineer to bereavement leave, but death of a stepbrother, stepsister, stepparents or stepchildren would not. However, this rule is applicable to a family relationship through the legal adoption process.

- (b) In such cases, three basic day's pay at the rate of the last service rendered will be allowed for the three days following date of death provided an engineer is

off on those days. An engineer need not have stood to work on one or more of the days in order to receive bereavement leave pay.

NOTE: Bereavement pay will not be applicable during an engineer's vacation. Also, if an engineer qualifies for holiday pay on a holiday which occurs on a day the engineer also qualified for bereavement leave pay, he would only be entitled to one basic day's pay for that day.

- (c) Engineers involved will make provision for taking leave with their supervisor in usual manner.

Article XII - Jury Duty

- (a) When an engineer is summoned for jury duty and is required to lose time from his assignment as a result thereof, he will be paid for actual time lost with a minimum of a basic day's pay at the straight time rate of his position for each calendar day lost less the amount allowed him for jury service for each such day, excepting allowances paid by the court for meals, lodging or transportation, subject to the following qualification requirements and limitations:
 - (1) An engineer must furnish the carrier with a statement from the court of jury allowances paid and the days on which jury duty was performed.
 - (2) The number of days for which jury duty pay will be paid is limited to a maximum of 60 days in any calendar year.
 - (3) No jury duty pay will be allowed for any day on which the engineer is entitled to vacation or holiday pay.

Article XIII - Vacation Float

- (a) Engineers entitled to two or more weeks' vacation, whether assigned to take their entire vacation in one period or split into two periods, may, at any time prior to the assigned starting time of their vacation period(s), request to lay off and count one or two week(s) of such layoff time as the beginning or concluding portion of their assigned vacation. If an engineer has scheduled a split vacation, the float will be taken from the beginning or concluding portion of the nearest unobserved split period. Such requests must be in writing and presented prior to time of lay off. It will be the responsibility of the individual to notify the crew clerk in writing prior to the start of his

assigned vacation that he has previously taken one or two week(s) of his vacation. Such layoff and float will be permitted only when, in the opinion of the Management, relief can be afforded.

- (b) An engineer may float his vacation under the above provisions only if he is working as an engineer when request for float is made.
- (c) When the foregoing provisions are utilized, an engineer will be considered as having "split" his vacation, and the applicable portions of the so-called "Split Vacation Agreement", Engineers Schedule, will govern.
- (d) The total number of weeks of vacation for a seniority district (or location where applicable) will be divided by 52. The resulting number will then be increased by 10% to arrive at the maximum number allowable to schedule for vacation in any given week. Local supervision and the local chairman may agree to a greater or lesser number, depending upon service requirements.

Article XIV - Moratorium

- (a) The purpose of this Agreement is to fix the general level of compensation during the period of the Agreement and is in settlement of the disputes growing out of the notices served upon the carrier by the organization dated June 27, 1988 and August 17, 1989, and the notices served on October 20, 1988 and September 22, 1989 by the carrier.
- (b) This Agreement will be effective January 1, 1990 and remain in effect through December 31, 1994 and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.
- (c) Except as provided in paragraphs (d) and (e) of this Article, the parties to this Agreement shall neither serve nor progress prior to July 1, 1994 (not to become effective before January 1, 1995) any notice or proposal for changing any matter contained in:
 - (1) this Agreement,
 - (2) the proposals of the parties identified in Section (d) of this Articleand any pending notices which propose such matters are hereby withdrawn.
- (d) The notices of the parties dated June 27, 1988 and October 20, 1988, concerning Health and Welfare will continue to be progressed and are not affected by this settlement.

- (e) Pending notices and new proposals properly served under the Railway Labor Act covering subject matters not specifically dealt with in paragraphs (c) and (d) of this Article and which do not request compensation may be progressed under the provisions of the Railway Labor Act, as amended.
- (f) This Article will not bar management and the general committee of adjustment from agreeing upon any subject of mutual interest.

DATED THIS 19TH DAY OF DECEMBER, 1989, AT CHICAGO, ILLINOIS.

FOR THE ORGANIZATION:

/s/
C. A. McDaniel, Jr.
General Chairman-Brotherhood
of Locomotive Engineers

/s/
G. E. Mettler, Jr.
Vice Chairman, Brotherhood
of Locomotive Engineers

/s/
T. L. Henderson
Vice Chairman, Brotherhood
of Locomotive Engineers

FOR THE CARRIER:

/s/
Russell E. Hagberg
Vice President-Human Resources

/s/
Ronald L. Lane
Assistant Vice President-
Labor Relations

/s/
James M. Harrell
Director-Labor Relations

ATTACHMENT A
ATSF-BLE 401(K) RETIREMENT PLAN

Basic elements of Plan.

1. Plan will contain three (3) accounts
 - a. Fixed interest account
 - interest adjusted annually
 - interest rate guaranteed for full year
 - b. Wells Fargo S&P 500 Index Mutual Fund
 - comprised of listed stocks contained in Standard and Poors 500
 - c. SFP (ATSF) stock fund
 - shares of SFP stock, unless railroad becomes a separate entity, whereupon will be an ATSF stock fund
 - d. Transfers among the three accounts may be made at 90 day intervals in 25% increments.

2. Payroll deduction for two accounts:
 - a. Before tax
 - company match on engineer's contributions of \$.25 on each dollar up to 4% of employee's engineer earnings.
 - no withdrawals before retirement other than hardship as defined by IRS guidelines, one year suspension from participation following withdrawal.
 - all contributions, dividends, capital gains and interest tax free until withdrawal.
 - b. After tax
 - no company match
 - may make withdrawals once each 90 days, but 10% penalty on interest earnings upon withdrawal.
 - tax free accumulation of interest, dividends and capital gains until withdrawal.

3. Eligibility - one year of service with ATSF Railway Co. (current employees with one year of service are eligible).

4. Maximum contribution - 8% of engineer earnings (including both pre-tax and after-tax contributions).
5. Vesting - company match vested at 20% per year for five years based on service date with ATSF Railway Company (company match is fully vested from first contribution for current employees with 5 years or more service).
6. Statements showing account balances will be issued quarterly, although the frequency is subject to change due to possible telephone access to account balances in the future.
7. Termination - All vested funds will be paid to the engineer upon a cessation of employment with the company. Engineers dismissed and later reinstated may again participate in the plan, but will start at a zero account balance unless they refund the plan with their own money.
8. Plan will be effective April 1, 1990.

ATTACHMENT B

ATSF/BLE PROFIT SHARING PLAN

Each year, as the plan provides, a portion of ATSF's net revenue from operations will be distributed to all engineers on the basis of their engineer earnings. The portion of profit that is shared increases as the operating ratio declines. The formula for determining the profit sharing pool is summarized below.

Annual lump sum distribution of a portion of Railway's NET REVENUE FROM OPERATIONS (NRFO):

- NRFO is reported publicly in February or March for the preceding year and is audited by independent CPAs.
- NRFO does not reflect income taxes, financing charges, and other non-operating items beyond the control of employees.

The portion of NRFO distributed will depend upon Railway's OPERATING RATIO:

- Operating ratio is simply total operating expenses divided by operating revenue. It is an accepted industry-wide measure of operating efficiency.
- The total pool amount ranges from a low of .25% of NRFO if operating ratio exceeds 90, to a high of 1.25% of NRFO if operating ratio is 82 or less.
- In any year in which profit sharing payments are made, a minimum amount equal to 1% of each engineer's base earnings will be paid.
- No payout if NRFO is less than 1989 NRFO, as adjusted for inflation, or if NRFO falls more than 10% from the preceding year.

Fund distributed on the basis of each employee's base engineer earnings (basic day, over miles, overtime, vacation, holiday pay) as a proportion of total system-wide engineer base earnings.

ATTACHMENT C

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

IT IS AGREED:

Any agreement rules or understandings which provide for guaranteed ROAD/YARD extra boards for engineers are abrogated. The following will apply in lieu thereof and will also be applicable where no such agreements are in effect.

(1) The Carrier shall have the right to establish guaranteed ROAD/YARD extra boards for engineers. Engineers on such boards must be qualified to work in both road and yard service and shall work road and yard jobs that may be available to them. When there is more than one engineer on a board, they shall work first-in, first-out.

(2) Guaranteed ROAD/YARD extra boards may be increased and/or decreased at the discretion of the Carrier and the Carrier shall have the unilateral right to regulate the number of engineers on the boards. Assignments to the boards shall be made effective at 0001 and reductions shall be made effective at 2359, except in an emergency or a work stoppage. In an emergency or a work stoppage, reductions may be made effective at any time.

(3) Engineers who desire to be placed on a guaranteed ROAD/YARD extra board shall file a standing bid with the Carrier's designated representative and assignments shall be made on the basis of seniority and qualifications.

(4) Each engineer on a ROAD/YARD extra board established under this Agreement shall be guaranteed \$2500.00 for each pay period, except an engineer on a board less than a full payroll period, i.e., 1-15 or 16 to end of month, shall be guaranteed \$166.67 for each full calendar day he is on the board and available for service. For each calendar day or portion thereof that an engineer is not available for service, \$166.67 shall be deducted from the guarantee.

(5) Except as provided in (a) through (e) hereinbelow, all monetary allowances credited to an engineer for the calendar days he is on the extra board, whether for service performed or otherwise, shall be taken into account in computing the guarantee:

- (a) The monetary allowance for attending mandatory instruction and review classes on the Rules, Operating Department,
- (b) The monetary allowance for attending retraining classes,
- (c) The allowance for certified engineer instructor,
- (d) Allowances for work performed outside the craft of locomotive engineer,

(e) Penalty payments,

shall not be counted toward the guarantee.

(6) An engineer on a board who lays off shall lay off for a minimum of 12 hours. This shall not preclude his use, however, if he is available and his services are needed due to a shortage of engineers before the minimum time expires. An engineer who lays off more than twice in a pay period forfeits the guarantee and shall only receive pay for work performed in that pay period. Missing a call for service or calling for rest with less than 10 hours on duty under the Hours of Service law shall be considered the same as laying off under the guarantee provisions of this Agreement.

When an engineer misses a call, the engineer will not be placed on the board until he reports for duty, at which time the engineer will be placed to the bottom of the board.

Engineers who have tied up for rest, in accordance with that rule, will remain on the board.

Layoffs for jury duty, bereavement leave, or lay-offs by officers or committeemen laying off for union business will not be counted a "lay-off" toward forfeiture of guarantee in that pay period. If the engineer lays off in advance of that necessary and/or does not report for service after complete or temporary release from jury duty, such time will be considered as a "lay-off" against the two toward forfeiture of guarantee.

An engineer laying off for jury duty will not be subject to the minimum lay off of 12 hours.

(7) The Carrier will furnish separate ten days advance notice for each board it intends to establish.

(8) If the Carrier cuts all engineers off of a guaranteed board, that board will not be considered as abolished.

(9) Either party may abolish a guaranteed extra board by serving a 6-month written notice. If a guaranteed extra board is abolished it may be reinstated at the end of a six month period, calculated from date of abolishment, unless mutually agreed to an earlier reinstatement date.

(10) A BLE local chairman may request periodic review of a guaranteed extra board to ascertain the amount of service provided by said extra board as well as the amount of guaranteed days paid. Carrier will consider this data in determining that a reasonable number are assigned to the board, taking into consideration the number of assignments to be protected for all causes known and unknown.

This Agreement shall become effective 12:01 a.m., January 1, 1990, and shall remain in effect subject to the provisions of the Railway Labor Act, as amended.

FOR THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS:

/s/

C. A. McDaniel, Jr.
General Chairman, BLE

FOR THE ATCHISON, TOPEKA AND
SANTA FE RAILWAY COMPANY:

/s/

Russell E. Hagberg
Vice President-Human Resources

QUESTIONS AND ANSWERS

Article VIII Road/Yard

- Q-1: A road engineer yards his train at the final terminal in Receiving Yard Track No. 8, sets out 10 cars to Receiving Yard Track No. 7, picks up 14 cars from Receiving Yard Track No. 12, and returns them to his train in Track No. 8. He then goes off duty. Are such moves permissible?
- A-1: Yes.
- Q-2: In the above example, could the outbound engineer be required to make the set-out and pick-up instead of the inbound engineer?
- A-2: Yes.
- Q-3: If the engineer in Question 1 stops his train on the main line and makes a set-out and a pick-up on adjacent yard tracks, is this permissible?
- A-3: Yes.
- Q-4: Can an inbound engineer after yarding his train then be required to make set-outs to two different tracks in the same yard?
- A-4: Yes, if he has not made a prior pick-up or set-out in the final terminal.
- Q-5: May the Carrier require a road engineer to make a pick-up of cars within the initial or final terminal and make a set-out of the same cars in another location within the same terminal?
- A-5: No, such pick-ups and set-outs must be in connection with his own train.
- Q-6: In the application of the provisions of Section 1(a) of Article VIII, an engineer after receiving his train in the make-up track in yard A is required to make a pick-up or set-out of cars in an adjacent track prior to departing the initial make-up track. Is this permissible under the agreement?
- A-6: Yes.
- Q-7: In the application of Section 1(a) an engineer arrives at his final terminal and is required to make a set-out of cars in A Yard, make a pick-up of cars in B Yard, yard his train in C Yard and double a cut of cars to an adjacent track. Is such movement permissible?
- A-7: No, such movement exceeds the maximum of two pick-ups and/or set-outs.
- Q-8: An engineer receives his train in the A Yard and is required to double his train together. He then makes one pick-up before departing the terminal. Is such permissible under the application of Section 1(a)?
- A-8: Yes.
- Q-9: An engineer arrives at his final terminal and is required to make one set-out or pick-up in the A Yard, then proceed to the B Yard to yard his train. After yarding train in B Yard, the

engineer is required to take a cut of cars from his train back to the A Yard for set-out and then takes his power to the tie up track. Is such movement permissible under the Agreement?

A-9: No, because reverse movements of this nature are not contemplated under Article VIII.

Q-10: In the application of Section 1(b) may an engineer, after taking charge of a solid-over-the-road train, make a pick-up in a foreign Carrier's yard.

A-10: No.

Q-11: May an engineer make a set-out in the foreign Carrier's yard prior to delivering a solid-over-the-road train.

A-11: No.

Q-12: An engineer goes on duty at his regular on-duty point, handles his engine to a foreign line yard and couples to a solid-over-the-road train. He departs the foreign line yard, travels back into his initial terminal, and makes a pick-up before continuing his road trip. Is this move permissible?

A-12: Yes.

The Atchison, Topeka and Santa Fe Railway Company

80 E. Jackson Blvd.,
Chicago, Illinois 60604

December 19, 1989

Mr. C. A. McDaniel, Jr., General Chairman
Brotherhood of Locomotive Engineers
3910 South Georgia
Amarillo, Texas 79109-4837

Dear Sir:

SIDE LETTER NO. 1

This has reference to Article I of the Memorandum of Agreement effective January 1, 1990.

An eligible engineer under Article I, Section 1(a), will include those employees who on the effective date of this agreement have met the qualifying criteria and are on disciplinary suspension or authorized leave of absence, but only if the engineer first returns to active service for a period of 90 days.

An eligible engineer under Article I, Section 1(b), will include those employees who on the effective date of this agreement have not met the qualifying criteria in Article I, Section 1(a) and are on disciplinary suspension or authorized leave of absence, but only if the engineer first returns to active service and fulfills the requirements in Article I, Section 1(b)(3).

An engineer who was dismissed the entire 12-month qualification period (October 1, 1988 through September 30, 1989) will be entitled to the provisions of Article I only if reinstated with all seniority rights unimpaired and pay for time lost.

If the foregoing correctly sets forth the understanding reached, please signify by signing in the space provided below.

Yours truly,

/s/

Russell E. Hagberg
Vice President-Human Resources

AGREED:

/s/

C. A. McDaniel, Jr.
General Chairman, BLE

The Atchison, Topeka and Santa Fe Railway Company

80 E. Jackson Blvd.
Chicago, Illinois 60604

December 19, 1989

Mr. C. A. McDaniel, Jr., General Chairman
Brotherhood of Locomotive Engineers
3910 South Georgia
Amarillo, Texas 79109-4837

Dear Sir:

SIDE LETTER NO. 2

This has reference to Article I of the Memorandum of Agreement effective January 1, 1990.

Article I provides for an annual increase of 3.5% in the amount of the lump sum separation benefit regardless of whether the actual inflation rate is higher or lower than 3.5%. As you know, this has a compounding effect since it is applied each year. In the last six years, the inflation rate has been less than 3.5% in three years and in the other three years has not exceeded 4%.

Nevertheless, concern has been expressed that the inflation rate may substantially exceed 3.5% in many years and the engineers' benefit would not be sufficiently protected in that event. It was agreed, therefore, that Carrier would share equally with the engineer the risk of sustained inflation above 6%. Accordingly, the inflation adjustment of 3.5% annually will be increased by 1/2% for every full percentage by which the average annual inflation rate exceeds 6%, as measured by the CPI-W index issued by the Bureau of Labor Statistics, for each fiscal year during the measurement period January 1-December 31.

For example, assume an engineer retires in 1993 and the average inflation rate was 8% in 1990, 10% in 1991 and 6% in 1992, or an average of 8%. The employee would be entitled to an additional 1% each year, i.e., 50% of the difference between 8% and 6%. The 3.5% adjustment would then be increased by 1% to 4.5% for each of the three years.

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

Yours truly,

/s/
Russell E. Hagberg
Vice President-Human Resources

AGREED:

/s/

C. A. McDaniel, Jr.
General Chairman, BLE

The Atchison, Topeka and Santa Fe Railway Company

80 E. Jackson Blvd.
Chicago, Illinois 60604

December 19, 1989

Mr. C. A. McDaniel, Jr., General Chairman
Brotherhood of Locomotive Engineers
3910 South Georgia
Amarillo, Texas 79109-4837

Dear Sir:

SIDE LETTER NO. 3

This has reference to Article I of Memorandum of Agreement effective January 1, 1990.

Sections 3, 4 and 5 of the Memorandum of Agreements dated June 18 and September 21, 1982 will continue in effect, and Sections 1, 2, 6 and 7 are abrogated.

If the foregoing correctly sets forth the understanding reached, please signify by signing in the space provided below.

Yours truly,

/s/
Russell E. Hagberg
Vice President-Human Resources

AGREED:

/s/
C. A. McDaniel, Jr.
General Chairman, BLE

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

In accordance with Side Letter No. 3 of the Memorandum of Agreement dated December 19, 1989, the following will be the revised reduced crew agreement for engineers:

1. (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 a conductor and one brakeman or less 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.
2. The Carrier will maintain a sufficient number of engineers to permit reasonable lay-off privileges and to protect vacancies, vacations, and other extended vacancies.
 3. No Carrier supervisor, official or non-engine craft employee will be used to supplant or substitute in the exclusive work of any employee working under BLE Agreements.

FOR THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS:

/s/
C. A. McDaniel, Jr.
General Chairman, BLE

FOR THE ATCHISON, TOPEKA AND
SANTA FE RAILWAY COMPANY:

/s/
Russell E. Hagberg
Vice President-Human Resources

The Atchison, Topeka and Santa Fe Railway Company

80 E. Jackson Blvd.
Chicago, Illinois 60604

December 19, 1989

Mr. C. A. McDaniel, Jr., General Chairman
Brotherhood of Locomotive Engineers
3910 South Georgia
Amarillo, Texas 79109-4837

Dear Sir:

SIDE LETTER NO. 4

This has reference to Article VII of the Memorandum of Agreement effective January 1, 1990.

Engineers on the Arizona, California and Texas Divisions will be paid the difference between what they received in Reduced Crew payments and the full amount payable under Sections 1 and 2 of the Reduced Crew Agreements. The payments will cover the period commencing September 1, 1989 until the effective date of the above agreement and will completely dispose of all claims in the dispute.

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

Yours truly,

/s/
Russell E. Hagberg
Vice President-Human Resources

AGREED:

/s/
C. A. McDaniel, Jr.
General Chairman, BLE

The Atchison, Topeka and Santa Fe Railway Company

80 E. Jackson Blvd.
Chicago, Illinois 60604

December 19, 1989

Mr. C. A. McDaniel, Jr., General Chairman
Brotherhood of Locomotive Engineers
3910 South Georgia
Amarillo, Texas 79109-4837

Dear Sir:

SIDE LETTER NO. 5

This has reference to Article VII of the Memorandum of Agreement effective January 1, 1990.

It is understood the conditions and penalties for engineer/conductor only service are based on the conditions and penalties applicable to train crew members. Therefore, the provisions of Article VII will apply to engineers on the former Coast Lines and Northern and Southern Divisions.

Consistent with the foregoing, if engineer/conductor only service becomes applicable on the remainder of the property, the parties will meet to establish the provisions for the former Eastern and Western Lines.

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

Yours truly,

/s/
Russell E. Hagberg
Vice President-Human Resources

AGREED:

/s/
C. A. McDaniel, Jr.
General Chairman, BLE

The Atchison, Topeka and Santa Fe Railway Company

80 E. Jackson Blvd.
Chicago, Illinois 60604

December 19, 1989

Mr. C. A. McDaniel, Jr., General Chairman
Brotherhood of Locomotive Engineers
3910 South Georgia
Amarillo, Texas 79109-4837

Dear Sir:

This has reference to Article VII of the Memorandum of Agreement effective January 1, 1990.

This will confirm our interpretation of Article VII and Side Letter No. 5 consistent with the parties' intent that if new or revised criteria relaxing the restrictions on conductor-only service are implemented with the trainmen's craft, the same relaxation of restrictions will be applicable to engineers under Article VII and Side Letter No. 5 of this agreement.

If the foregoing correctly sets forth the interpretation reached, please signify by signing in the space provided below.

Yours truly,

/s/
Russell E. Hagberg
Vice President-Human Resources

AGREED:

/s/
C. A. McDaniel, Jr.
General Chairman, BLE

The Atchison, Topeka and Santa Fe Railway Company

80 E. Jackson Blvd.
Chicago, Illinois 60604

December 19, 1989

Mr. C. A. McDaniel, Jr., General Chairman
Brotherhood of Locomotive Engineers
3910 South Georgia
Amarillo, Texas 79109-4837

Dear Sir:

SIDE LETTER NO. 6

This has reference to Article IX of the Memorandum of Agreement effective January 1, 1990.

This will confirm our understanding that in the application of Article IX - Guaranteed Extra Boards, the Carrier cannot abolish a guaranteed board or reduce it to zero and then establish a mileage extra board.

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

Yours truly,

/s/
Russell E. Hagberg
Vice President-Human Resources

AGREED:

/s/
C. A. McDaniel, Jr.
General Chairman, BLE

The Atchison, Topeka and Santa Fe Railway Company

80 E. Jackson Blvd.
Chicago, Illinois 60604

December 19, 1989

Mr. C. A. McDaniel, Jr., General Chairman
Brotherhood of Locomotive Engineers
3910 South Georgia
Amarillo, Texas 79109-4837

Dear Sir:

SIDE LETTER NO. 7

This has reference to the Memorandum of Agreement effective January 1, 1990.

The meal allowance of \$4.15 provided for in Article II, Section 2 of the June 25, 1964 National Agreement, as amended, will continue unless changed in national handling or a subsequent agreement on the property.

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

Yours truly,

/s/
Russell E. Hagberg
Vice President-Human Resources

AGREED:

/s/
C. A. McDaniel, Jr.
General Chairman, BLE

The Atchison, Topeka and Santa Fe Railway Company

80 E. Jackson Blvd.
Chicago, Illinois 60604

December 19, 1989

Mr. C. A. McDaniel, Jr., General Chairman
Brotherhood of Locomotive Engineers
3910 South Georgia
Amarillo, Texas 79109-4837

Dear Sir:

This has reference to Article VI of the Memorandum of Agreement effective January 1, 1990.

This will confirm our interpretation under Article VI, Section 1(a), the increase to the basic day and change in the rate per hour resulting from that change will be applied to payment for held away from home terminal.

If the foregoing correctly sets forth the interpretation reached, please signify by signing in the space provided below.

Yours truly,

/s/
Russell E. Hagberg
Vice President-Human Resources

AGREED:

/s/
C. A. McDaniel, Jr.
General Chairman, BLE

The Atchison, Topeka and Santa Fe Railway Company

80 E. Jackson Blvd.
Chicago, Illinois 60604

December 19, 1989

Mr. C. A. McDaniel, Jr., General Chairman
Brotherhood of Locomotive Engineers
3910 South Georgia
Amarillo, Texas 79109-4837

Dear Sir:

This has reference to Article VI of the Memorandum of Agreement effective January 1, 1990.

This will confirm our interpretation of Article VI, Section 1(b), concerning the regulation of engineer's freight pools. It is the intent of the parties that should the BLE Local Chairman desire establishing a lesser regulation level in order to maintain a sufficient supply of engineers in a particular pool, the BLE Local Chairman and local supervision will cooperate in establishing the regulation level.

If the foregoing correctly sets forth the interpretation reached, please signify by signing in the space provided below.

Yours truly,

/s/
Russell E. Hagberg
Vice President-Human Resources

AGREED:

/s/
C. A. McDaniel, Jr.
General Chairman, BLE

The Atchison, Topeka and Santa Fe Railway Company

80 E. Jackson Blvd.
Chicago, Illinois 60604

December 19, 1989

Mr. C. A. McDaniel, Jr., General Chairman
Brotherhood of Locomotive Engineers
3910 South Georgia
Amarillo, Texas 79109-4837

Dear Sir:

This has reference to Article IX of the Memorandum of Agreement effective January 1, 1990.

This will confirm our interpretation of Article IX concerning guaranteed extra boards. It is understood that various letters governing working conditions of individual boards are not affected by this Article and the provisions in Attachment C.

If the foregoing correctly sets forth the interpretation reached, please signify by signing in the space provided below.

Yours truly,

/s/
Russell E. Hagberg
Vice President-Human Resources

AGREED:

/s/
C. A. McDaniel, Jr.
General Chairman, BLE

MEMORANDUM OF AGREEMENT
between
THE ATCHISON, TOPEKA & THE SANTA FE
RAILWAY COMPANY
and
ITS EMPLOYES
REPRESENTED BY THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS

IT IS AGREED:

In order to insure that locomotive engineers are trained, competent and qualified to handle the complexities associated with the operation of trains, a retraining program will be established by the Carrier in order to update and refamiliarize engineers with various train handling, air brake, mechanical and operating rule functions. The retraining will be handled as follows:

- (1) The road foreman of engines on each seniority district will schedule engineers to attend an eight-hour class on a particular date, and the engineer will be obligated to attend such class or secure permission from the road foreman of engines to be absent.
- (2) An engineer on an extra board or freight pool who is required to attend the retraining class will not have his turn removed from the board or pool. Upon completion of the class, the engineer will be returned to his turn or placed on the board and, upon completion of the required rest, will be eligible to be called for service. If the turn works up to first-out (first-out on the inactive board where applicable), the turn will be held until the engineer has completed the retraining class and has received the required rest.
- (3) The rate of pay for attending operating rules classes will apply to retraining of engineers under this agreement.
- (4) The allowance for attending the retraining class will not be used to offset any guarantee earned while occupying a guaranteed engineers' extra board.
- (5) An engineer assigned to a regular run or assignment who is required to lay off to attend the training class will be paid lost earnings or the training rate, whichever is the greater, but in no event will he be paid both.

This Agreement will become effective January 1, 1988 and will remain in effect subject to twenty days notice of cancellation by either party.

Signed at Chicago, Illinois this 20th day of October, 1987.

FOR THE ORGANIZATION:

FOR THE CARRIER:

/s/ _____ /s/
T. L. Henderson
General Chairman
Brotherhood of Locomotive Engineers

John P. Frestel, Jr.
Vice President - Personnel
and Labor Relations

/s/
G. E. Mettler, Jr.
General Chairman
Brotherhood of Locomotive Engineers

/s/
C. A. McDaniel, Jr.
General Chairman
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.

IT IS AGREED:

Section 5 of the Memorandum of Agreement effective March 16, 1974, as amended by Memorandum of Agreement effective June 16, 1978, providing for the payment of forty-five minutes to engineers instructing a student engineer will be abrogated. In its place the following will govern:

1. The Carrier will post a notice soliciting application by promoted engineers to be instructors. The applicants will be interviewed and a sufficient number of the applicants will be chosen.
2. The chosen applicants will attend a two-week training session at a training facility to receive instruction on training methods and techniques, operating rules review, diesel mechanical review and review of air brake rules. An objective evaluation of the instructor's performance will be made. Successful applicants will be certified as engineer instructors.
3. All applicants will be paid what they would have earned had they remained marked up and worked during the two-week period. Carrier will provide reimbursement for approved transportation to the training facility, will provide lodging and will provide a \$25.00 per day meal allowance.
4. The certified instructors will have trainees assigned to them as necessary. When an instructor works with a trainee, he will receive an amount equivalent to ten percent (10%) of the actual miles run for that trip at the daily rate of pay, with a minimum of ten percent (10%) of a basic day, in addition to his other earnings.

This agreement signed this 19th day of January, 1989, will become effective on February 1, 1989, and will remain in effect until either party serves a 20-day notice of a desire to cancel the agreement.

FOR THE ORGANIZATION:

FOR THE CARRIER:

/s/
C. A. McDaniel, Jr.
General Chairman, BLE

/s/
Russell E. Hagberg
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.

In disposition of BLE Section 6 Notice dated July 1, 1983, it is agreed:

1. Wherever steam, electric, diesel-electric, or any other type of motive power (hereinafter referred to as locomotive consist) is operated as a part of the Carrier's system on any of the tracks operated or controlled by the Carrier, outside of mechanical facility or engine servicing tracks, locomotive engineers shall have preference for positions as engineers on types of motive power classified above.

2. Engineers operating locomotive consists will be paid the rates shown in the table of rates, based upon weight on drivers. In the application of the rates for various weights of locomotives, the total weight on drivers of all units operated by one engineer shall be the basis for establishing the rate applicable.

3. 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.

This agreement will become effective October 1, 1986.

Signed at Chicago, Illinois this 15th day of December, 1986.

FOR THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS:

FOR THE ATCHISON, TOPEKA AND
SANTA FE RAILWAY COMPANY:

/s/
T. L. Henderson
General Chairman, BLE

/s/
Vice President-Personnel and
Labor Relations

/s/
G. E. Mettler, Jr.
General Chairman, BLE

/s/
C. A. McDaniel, Jr.
General Chairman, BLE

/s/
E. L. Hayden
Vice President, BLE

The Atchison, Topeka and Santa Fe Railway Company

80 E. Jackson Blvd.,
Chicago, Illinois 60604

October 15, 1986
41-1960-37

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
2920 "H" Street, Suite 106
Bakersfield, California 93301

Mr. C. A. McDaniel, Jr., General Chairman
Brotherhood of Locomotive Engineers
Building 3, Suite 1
4322 Canyon Drive
Amarillo, Texas 79109

Gentlemen:

Please refer to the Memorandum of Agreement disposing of BLE Section 6 Notice dated July 1, 1983, effective October 1, 1986.

It was understood Section 1 of the Agreement does not affect the Carrier's practice and right to have engines hostled with other than engineers.

If the foregoing correctly states our understanding, please signify in the spaced provided below.

Yours truly,

/s/
John P. Frestel, Jr.
Vice President - Personnel
and Labor Relations

/s/
T. L. Henderson
General Chairman, BLE

/s/
G. E. Mettler, Jr.
General Chairman, BLE

/s/

C. A. McDaniel, Jr.
General Chairman, BLE

APPROVED:

/s/

E. L. Hayden
Vice President, BLE

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

IT IS AGREED:

The Operating Department Mandatory Rules Class Agreement dated December 14, 1976 is amended to provide:

- (1) The Carrier will determine the frequency of the program.
- (2) Local supervision on each seniority district will schedule engineers' rules classes not to exceed eight hours. If there are insufficient volunteers, Carrier may call additional engineers, who will be obligated to attend or secure permission to be absent.
- (3) An engineer on an extra board or freight pool who is required to attend the class will not have his turn removed from the board or pool. Upon completion of the class, the engineer will be returned to the board or pool and, after the required rest, will be eligible to be called for service. If the turn works up to first-out (first-out on the inactive board where applicable), the turn will be held until the engineer has completed the rules class and has received the required rest.
- (4) The allowance for attending operating rules classes on first attempt will be \$53.86 for a class of four hours or less, or \$107.72 for a class more than four hours, if there is not time lost.
- (5) The allowance for the class will not be used to offset any guarantee earned while occupying a guaranteed extra board, and attending the class will not be counted as a layoff.
- (6) An engineer assigned to a regular run or assignment, who is required to lay off to attend the rules class on first attempt, will be paid lost earnings or the rules class allowance, whichever is greater, but in no event will both be paid.
- (7) The instruction and review classes shall consist of oral presentation and multiple choice examination and will not exceed eight hours, exclusive of any lunch break.
- (8) Failure to satisfactorily pass the required examination on first attempt will necessitate a second attempt by the engineer, without pay, within a period not to exceed 30 calendar days from the date of first failure, exclusive of any period he is on formal leave of absence, suspension or vacation. Written notification by the engineer of his availability for the required examination

within the period specified herein will be considered as having met the time limit requirements of this Section (8).

- (9) An engineer who fails to satisfactorily pass the required examination on second attempt will be suspended and will remain suspended from service until he satisfactorily passes the required examination, which attempts will not be more than 60 calendar days from date of last attempt, even if necessary to schedule special class. Classes will be made available to these employees not more than 15 days following previous failure.
- (10) If an engineer does not comply with the time limits prescribed in Section (8) hereof, he will be considered as having failed the examination.
- (11) An engineer, who earlier in the year, was promoted to engineer and underwent an examination on the operating rules, as required by other Company rules, will not be subject to this program in the same calendar year. An engineer must, however, undergo, and be credited with, satisfactorily passing an examination for each calendar year for which classes are held.
- (12) Engineers will not be required to attend rules classes during their assigned vacation period. Engineers required to attend classes at other than their terminal of assignment, which requires deadheading, will be paid the applicable deadhead rate in addition to the rules class allowance provided herein, or time lost, whichever is greater.

This Agreement will become effective September 1, 1989.

Signed at Chicago, Illinois this 26th day of May, 1989.

FOR THE ORGANIZATION:

FOR THE CARRIER:

/s/ _____
C. A. McDaniel, Jr.
General Chairman, BLE

/s/
Russell E. Hagberg
Vice President-Personnel and
Labor Relations

Value Table -- Deferred Payment
Compounded Annually at 3.5% Simple Interest

<u>Year</u>	<u>\$10,000.00</u>	<u>\$15,000.00</u>	<u>\$20,000.00</u>
-------------	--------------------	--------------------	--------------------

1	10,350.00	15,525.00	20,700.00
2	10,712.25	16,068.38	21,424.50
3	11,087.18	16,630.77	22,174.38
4	11,475.23	17,212.85	22,950.48
5	11,876.86	17,815.30	23,753.75
6	12,292.55	18,438.84	24,585.13
7	12,722.79	19,084.20	25,445.61
8	13,168.09	19,752.15	26,336.21
9	13,628.97	20,443.48	27,257.98
10	14,105.98	21,159.00	28,212.01
11	14,599.69	21,899.57	29,199.43
12	15,110.68	22,666.05	30,221.41
13	15,639.55	23,459.36	31,279.16
14	16,186.93	24,280.44	32,373.93
15	16,753.47	25,130.26	33,507.02
16	17,339.84	26,009.82	34,679.77
17	17,946.73	26,920.16	35,893.56
18	18,574.87	27,862.37	37,149.83
19	19,224.99	28,837.55	38,450.07
20	19,897.86	29,846.86	39,795.82
21	20,594.29	30,891.50	41,188.67

Pay Rules

Miles in Basic Day and Overtime Divisor

- (1) The miles encompassed in the basic day in through freight, local, road switcher and work train service and the divisor used to determine when overtime begins is as provided below:

Through Freight Service:

<u>Miles in Basic Day</u>	<u>Overtime Divisor</u>
120	15.0 mph

Locals, Road Switchers and Work Trains:

<u>Miles in Basic Day</u>	<u>Overtime Divisor</u>
100	12.5 mph

- (2) The number of hours that must elapse before overtime begins on a trip in through freight service is calculated by dividing the miles of the trip or the number of miles encompassed in a basic day in that class of service, whichever is greater, by the appropriate overtime divisor.

Example 1. On a trip of 150 miles in through freight service, overtime would begin after $150/15.0 = 10$ hours. All time in excess of 10 hours overtime would be paid at the rate of 22.5 miles per hour.

NOTE: See Table #4 and #6 as it would apply to Example 1.

Example 2. On a trip of 130 miles in assigned Local Service or assigned or unassigned Work Train Service, overtime would begin after $130 \text{ miles}/12.5 = 10.4$ or 10 hours and 24 minutes. For all time in excess of 10 hours and 24 minutes overtime would be paid at the rate of 18.75 miles per hour.

NOTE: See Table #7 and #9 as it would apply to Example 2.

- (3) Overtime Rules specifically provided in various Interdivisional Freight Service Agreements remain in effect.
- (4) All arbitraries are paid at the rate of 12-1/2 mph at the Constructive Allowance/Interdivisional Service *(5) rate of pay. (Tables 2 and 8)
- (5) Held-away-from-home-terminal is paid at the rate of 15 mph at the rate of last service performed. (Table 5)

Santa Fe Locomotive Weight on Driver

TABLE 1

<u>Eng. No.</u>	<u>Wt.</u>	<u>Eng. No.</u>	<u>Wt.</u>	<u>Eng. No.</u>	<u>Wt.</u>
101- 102	399000	3640	264380	5253	385520
103- 125	249000	3669-3682	264000	5254	386180
126- 129	387440	3683	263820	5255-5267	388000
141- 144	362000	3684-3695	264000	5300-5406	391500
145	401840	3696	263400	5407	390700
1101-1124	249000	3697-3700	264000	5408	389820
1127	387440	3701	262400	5426-5431	389500
1140	400620	3702-3800	264000	5432	387700
1146	401140	3801	264340	5433-5437	389500
1310-1329	249000	3802	264000	5501	392860
1460	262500	3803	260900	5502	393100
1556	386680	3804-3806	264000	5510-5714	391500
1557	388420	3807	257700	5800-5989	395000
1558	389000	3808-3809	264000	5990-5997	399000
1559	387100	3810	268580	6350	266020
1560	389000	3811-3832	271663	6351	267020
1561	387100	3833	268860	6352	268000
1562	389000	3834-3839	271663	6353	267960
1563	386440	3840-3850	273120	6354-6363	268000
1564	389000	3851	272300	6364-6371	265000
1565	388420	3851-3854	273120	6380-6392	271000
1566-1575	389000	4000	274780	6394	263604
2000-2299	249000	4001	276000	6396-6404	264000
2300-2380	262500	4002	275580	6405-6406	266000
2700-2785	262900	4003-4029	276000	6407	265860
2801-2961	266000	5000-5049	391500	6408-6410	266000
2962	257020	5050	390480	6411	265830
2963	266000	5051-5065	391500	6412-6418	266000
3000-3072	265000	5066	389300	7200	277000
3400-3403	263000	5067	390400	7201-7400	285940
3404	267220	5068	389600	7401	281760
3405	269540	5069-5070	391500	7402	282380
3406-3449	263000	5071-5084	390500	7410	282500
3600	262120	5085	391460	7411	282400
3601	263000	5086	390240	7412	282500
3602	263200	5087-5124	390500	7413	282140
3603	263700	5125-5141	391500	7414-7429	282500
3604	263840	5142	388940	7430	284000
3605	264360	5143-5173	391500	7431	281720
3606	263640	5174	390380	7432	279180
3607	264260	5175-5178	391500	7433-7444	284000
3608	262160	5179	391180	7445	283820

3609	263260	5180-5206	391500	7446-7449	284000
3610	264060	5207	392600	7484	274080
3611	263540	5209	391500	7485-7486	274500
3612	262340	5210	389760	7487	275200
3613	263300	5211-5213	391500	7488-7489	274500
3614	264400	5250	387840	7490	273820
3615	264140	5251	388340	7491	273690
3616	262740	5252	386020	7492-7499	277000
8010	395840	8069-8070	392500	8149	393420
8011-8013	398800	8071	389580	8150-8152	395000
8014	398740	8072	392500	8153-8155	392500
8015-8016	398800	8073	387820	8156	388660
8017	398360	8074-8098	392500	8157	392190
8018-8019	398800	8099	391800	8158-8161	392500
8020-8021	392500	8100-8101	395000	8162	388280
8022	391040	8102	394880	8163-8165	392500
8023-8028	392500	8103-8117	395000	8166	386500
8029	387460	8118	396820	8736-8762	391500
8030-8047	392500	8119-8121	395000	9500	386560
8048	392060	8122	391300	9501-9534	391500
8049-8059	392500	8123	395380	9535	389860
8060	391080	8124	390900	9536-9561	391560
8061-8066	392500	8125-8147	395000	9562	393100
8068	392640	8148	392300	9563-9569	391560

TABLE 2

January 1, 1990

Standard Basic Daily and Mileage Rates of Pay for Locomotive Engineers--Through Freight Service--

(Includes Roll-In for Codes 32 and 12)

<u>Weight On Drivers</u> *(1)	<u>Basic Day</u> *(2)	<u>Mileage</u> *(3)	<u>Overmiles</u> *(4)	<u>Constructive Allowance/ Interdivisional Service</u> *(5)
0000000-0090000:	126.58	105.48	100.12	108.83
0090000-0100000:	126.58	105.48	100.12	108.83
0100000-0140000:	126.58	105.48	100.12	108.83
0140000-0170000:	127.01	105.84	100.55	109.26
0170000-0200000:	127.01	105.84	100.55	109.26
0200000-0250000:	127.18	105.98	100.72	109.43
0250000-0300000:	127.33	106.11	100.87	109.58
0300000-0350000:	127.48	106.23	101.02	109.73
0350000-0400000:	127.69	106.41	101.23	109.94
0400000-0450000:	127.90	106.58	101.44	110.15
0450000-0500000:	128.11	106.76	101.65	110.36
0500000-0550000:	128.32	106.93	101.86	110.57
0550000-0600000:	128.50	107.08	102.04	110.75
0600000-0650000:	128.68	107.23	102.22	110.93
0650000-0700000:	128.86	107.38	102.40	111.11
0700000-0750000:	129.04	107.53	102.58	111.29
0750000-0800000:	129.22	107.68	102.76	111.47
0800000-0850000:	129.40	107.83	102.94	111.65
0850000-0900000:	129.58	107.98	103.12	111.83
0900000-0950000:	129.76	108.13	103.30	112.01
0950000-1000000:	129.94	108.28	103.48	112.19
1000000-1050000:	130.12	108.43	103.66	112.37
1050000-1100000:	130.30	108.58	103.84	112.55
1100000-1150000:	130.48	108.73	104.02	112.73
1150000-1200000:	130.66	108.88	104.20	112.91
1200000-1250000:	130.84	109.03	104.38	113.09
1250000-1300000:	131.02	109.18	104.56	113.27
1300000-1350000:	131.20	109.33	104.74	113.45
1350000-1400000:	131.38	109.48	104.92	113.63
1400000-1450000:	131.56	109.63	105.10	113.81
1450000-1500000:	131.74	109.78	105.28	113.99
1500000-1550000:	131.92	109.93	105.46	114.17
1550000-1600000:	132.10	110.08	105.64	114.35
1600000-1650000:	132.28	110.23	105.82	114.53
1650000-1700000:	132.46	110.38	106.00	114.71

1700000-1750000:	132.64	110.53	106.18	114.89
1750000-1800000:	132.82	110.68	106.36	115.07
1800000-1850000:	133.00	110.83	106.54	115.25
1850000-1900000:	133.18	110.98	106.72	115.43
1900000-1950000:	133.36	111.13	106.90	115.61
1950000-2000000:	133.54	111.28	107.08	115.79
2000000-2050000:	133.72	111.43	107.26	115.97
2050000-2100000:	133.90	111.58	107.44	116.15
2100000-2150000:	134.08	111.73	107.62	116.33
2150000-2200000:	134.26	111.88	107.80	116.51
2200000-2250000:	134.44	112.03	107.98	116.69
2250000-2300000:	134.62	112.18	108.16	116.87
2300000-2350000:	134.80	112.33	108.34	117.05
2350000-2400000:	134.98	112.48	108.52	117.23
2400000-2450000:	135.16	112.63	108.70	117.41
2450000-2500000:	135.34	112.78	108.88	117.59
2500000-2550000:	135.52	112.93	109.06	117.77
2550000-2600000:	135.70	113.08	109.24	117.95
2600000-2650000:	135.88	113.23	109.42	118.13
2650000-2700000:	136.06	113.38	109.60	118.31
2700000-2750000:	136.24	113.53	109.78	118.49
2750000-2800000:	136.42	113.68	109.96	118.67
2800000-2850000:	136.60	113.83	110.14	118.85
2850000-2900000:	136.78	113.98	110.32	119.03
2900000-2950000:	136.96	114.13	110.50	119.21
2950000-3000000:	137.14	114.28	110.68	119.39

3000000 pounds and
over: for each
additional 50,000
pounds or fraction
thereof.....

add	add	add	add
18 cents	15 cents	18 cents	18 cents

For Local Rate:
Add the following
to rates listed
above.....

add	add	add
56 cents	56 cents	56 cents

Former Northern &
Southern Divisions
only.....

add	add	add
58 cents	58 cents	58 cents

*(1) Weight on Drivers:

Consult Table #1 to find the weight of a particular class of engine(s).

*(2) Basic Day:

This column is applicable to the first 120 miles comprising the Basic Day for all through freight service. Additionally, it is applicable to work train service for the first 100 miles. For assigned locals, add 56 cents (58 cents Northern and Southern Divisions only) to the applicable rate.

*(3) Mileage:

This column is for informational purposes only as your 816 will indicate this figure in the mileage column. The Mileage figure is the Basic Day figure divided by 120 miles.

* (4) Overmiles:

This column is for calculating monies due for miles run in excess of the Basic Day, i.e., 120 miles for all through freight service (except ID service), 100 miles for Locals and Work Trains.

* (5) Constructive Allowance/Interdivisional Service:

Represents the frozen rate established under Arbitration Board 458. It is to be used in calculating monies due for mileage in excess of the Basic Day (120) for Interdivisional Freight Service. In addition, all arbitraries are paid at this rate.

TABLE 3

--Yard Service--

Standard Basic Daily and Mileage Rates of Pay for Locomotive Engineers
(Includes \$10.00 Roll-In for Codes 32 and 12)

<u>Weight on Drivers</u>	<u>Daily Rate</u>	<u>Overtime Hourly Rate</u>
0000000-0500000	\$135.410	\$25.3894
0500000-0550000	135.660	25.4362
0550000-0600000	135.880	25.4775
0600000-0650000	136.090	25.5169
0650000-0700000	136.310	25.5581
0700000-0750000	136.530	25.5994
0750000-0800000	136.740	25.6387
0800000-0850000	136.960	25.6800
0850000-0900000	137.170	25.7194
0900000-0950000	137.390	25.7606
0950000-1000000	137.610	25.8019

1000000 pounds and
over: for each
additional 50000
pounds or fraction
thereof.....

add .21-1/2 cents

--Miscellaneous Service Rates of Pay--

Road Switcher: \$131.58 daily (100 miles) Overtime hourly rate \$24.6712

Assigned Helper: \$128.09 (minimum daily rate)

Guaranteed Extra Road/Yard Board: \$166.67 per day / \$2,500.00 per half.

Rules Class/Engineer Training Class: \$117.72

--Deadhead Rates--

Through Freight:	120 miles	\$126.58
Road Switcher:	100 miles	131.58
Yard:	100 miles	118.15
Work Train:	100 miles	126.58
Local Freight:	100 miles	127.14--Eastern/Western & Coast Lines 127.16--Northern/Southern Div.

--Meals and Lodging--

(1) Meal, Code 25	\$ 4.15
(2) Meals, Code 07	8.30
(1) Lodging, Code 19	12.65
(2) Meals, 1 Lodging, Code 20	20.95
Late meal, Code 41	5.00
Meal allowance en route (ID service only)	1.50

--Miscellaneous Claims--

CA-Code 56, Constructive Allowance (Seligman ID Service only):	\$22.07
6 Day Assignment, i.e., locals and road switchers reduced to 5 day assignment:	\$ 9.00
7 Day Assignment, i.e., assigned work train reduced to 6 day: reduced to 5 day:	\$ 9.00 \$18.00

TABLE 4

Table Showing Time After Which Overtime Accrues
on Runs 120 Miles to 225 Miles in Length
on Speed Basis of 15 Miles Per Hour

120	8:00	148	9:52	176	11:44	204	13:36
121	8:04	149	9:56	177	11:48	205	13:40
122	8:08	150	10:00	178	11:52	206	13:44
123	8:12	151	10:04	179	11:56	207	13:48
124	8:16	152	10:08	180	12:00	208	13:52
125	8:20	153	10:12	181	12:04	209	13:56
126	8:24	154	10:16	182	12:08	210	14:00
127	8:28	155	10:20	183	12:12	211	14:04
128	8:32	156	10:24	184	12:16	212	14:08
129	8:36	157	10:28	185	12:20	213	14:12
130	8:40	158	10:32	186	12:24	214	14:16
131	8:44	159	10:36	187	12:28	215	14:20
132	8:48	160	10:40	188	12:32	216	14:24
133	8:52	161	10:44	189	12:36	217	14:28
134	8:56	162	10:48	190	12:40	218	14:32
135	9:00	163	10:52	191	12:44	219	14:36
136	9:04	164	10:56	192	12:48	220	14:40
137	9:08	165	11:00	193	12:52	221	14:44
138	9:12	166	11:04	194	12:56	222	14:48
139	9:16	167	11:08	195	13:00	223	14:52
140	9:20	168	11:12	196	13:04	224	14:56
141	9:24	169	11:16	197	13:08	225	15:00
142	9:28	170	11:20	198	13:12		
143	9:32	171	11:24	199	13:16		
144	9:36	172	11:28	200	13:20		
145	9:40	173	11:32	201	13:24		
146	9:44	174	11:36	202	13:28		
147	9:48	175	11:40	203	13:32		

TABLE 5Held Away from Home Terminal Table Based on 120 Mile Day

<u>MIN</u>	<u>HR0</u>	<u>HR1</u>	<u>HR2</u>	<u>HR3</u>	<u>HR4</u>	<u>HR5</u>	<u>HR6</u>	<u>HR7</u>
0	0	15	30	45	60	75	90	105
1	0	15	30	45	60	75	90	105
2	0	15	30	45	60	75	90	105
3	1	16	31	46	61	76	91	106
4	1	16	31	46	61	76	91	106
5	1	16	31	46	61	76	91	106
6	2	17	32	47	62	77	92	107
7	2	17	32	47	62	77	92	107
8	2	17	32	47	62	77	92	107
9	2	17	32	47	62	77	92	107
10	2	27	32	47	62	77	92	107
11	3	18	33	48	63	78	93	108
12	3	18	33	48	63	78	93	108
13	3	18	33	48	63	78	93	108
14	3	18	33	48	63	78	93	108
15	4	19	34	49	64	79	94	109
16	4	19	34	49	64	79	94	109
17	4	19	34	49	64	79	94	109
18	5	20	35	50	65	80	95	110
19	5	20	35	50	65	80	95	110
20	5	20	35	50	65	80	95	110
21	5	20	35	50	65	80	95	110
22	5	20	35	50	65	80	95	110
23	6	21	36	51	66	81	96	111
24	6	21	36	51	66	81	96	111
25	6	21	36	51	66	81	96	111
26	6	21	36	51	66	81	96	111
27	7	22	37	52	67	82	97	112
28	7	22	37	52	67	82	97	112
29	7	22	37	52	67	82	97	112
30	8	23	38	53	68	83	98	113
31	8	23	38	53	68	83	98	113
32	8	23	38	53	68	83	98	113
33	8	23	38	53	68	83	98	113
34	8	23	38	53	68	83	98	113
35	9	24	39	54	69	84	99	114
36	9	24	39	54	69	84	99	114
37	9	24	39	54	69	84	99	114
38	9	24	39	54	69	84	99	114
39	10	25	40	55	70	85	100	115
40	10	25	40	55	70	85	100	115
41	10	25	40	55	70	85	100	115
42	11	26	41	56	71	86	101	116
43	11	26	41	56	71	86	101	116
44	11	26	41	56	71	86	101	116
45	11	26	41	56	71	86	101	116
46	11	26	41	56	71	86	101	116
47	12	27	42	57	72	87	102	117
48	12	27	42	57	72	87	102	117
49	12	27	42	57	72	87	102	117

50	12	27	42	57	72	87	102	117
51	13	28	43	58	73	88	103	118
52	13	28	43	56	73	88	103	118
53	13	28	43	56	73	88	103	118
54	14	29	44	59	74	89	104	119
55	14	29	44	59	74	89	104	119
56	14	29	44	59	74	89	104	119
57	14	29	44	59	74	89	104	119
58	14	29	44	59	74	89	104	119
59	15	30	45	60	75	90	105	120

TABLE 6

Table Showing Time and One-Half for Overtime (22.50 Miles Per Hour) Expressed in Miles. Applicable to Service Performed for Which Through Freight Rates Apply.

<u>MIN</u>	<u>HRO</u>	<u>HR1</u>	<u>HR2</u>	<u>HR3</u>	<u>HR4</u>	<u>HR5</u>	<u>HR6</u>	<u>HR7</u>
0	0	23	45	68	90	113	135	158
1	0	23	45	68	90	113	135	158
2	1	23	46	68	91	113	136	158
3	1	24	46	69	91	114	136	159
4	1	24	46	69	91	114	136	159
5	2	24	47	69	92	114	137	159
6	2	25	47	70	92	115	137	160
7	3	25	48	70	93	115	138	160
8	3	25	48	70	93	115	138	160
9	3	26	48	71	93	116	138	161
10	4	26	49	71	94	116	139	161
11	4	27	49	72	94	117	139	162
12	5	27	50	72	95	117	140	162
13	5	27	50	72	95	117	140	162
14	5	28	50	73	95	118	140	163
15	6	28	51	73	96	118	141	163
16	6	28	51	73	96	118	141	163
17	6	29	51	74	96	119	141	164
18	7	29	52	74	97	119	142	164
19	7	30	52	75	97	120	142	165
20	7	30	52	75	97	120	142	165
21	8	30	53	75	98	120	143	165
22	8	31	53	76	98	121	143	166
23	9	31	54	76	99	121	144	166
24	9	32	54	77	99	122	144	167
25	9	32	54	77	99	122	144	167
26	10	32	55	77	100	122	145	167
27	10	33	55	78	100	123	145	168
28	10	33	55	78	100	123	145	168
29	11	33	56	78	101	123	146	168
30	11	34	56	79	101	124	146	169
31	12	34	57	79	102	124	147	169
32	12	34	57	79	102	124	147	169
33	12	35	57	80	102	125	147	170
34	13	35	58	80	103	125	148	170
35	13	36	58	81	103	126	148	171
36	14	36	59	81	104	126	149	171
37	14	36	59	81	104	126	149	171
38	14	37	59	82	104	127	149	172
39	15	37	60	82	105	127	150	172
40	15	37	60	82	105	127	150	172
41	15	38	60	83	105	128	150	173
42	16	38	61	83	106	128	151	173
43	16	39	61	84	106	129	151	174
44	16	39	61	84	106	129	151	174
45	17	39	62	84	107	129	152	174
46	17	40	62	85	107	130	152	175
47	18	40	63	85	108	130	153	175
48	18	41	63	86	108	131	153	176
49	18	41	63	86	108	131	153	176
50	19	41	64	86	109	131	154	176

51	19	42	64	87	109	132	154	177
52	19	42	64	87	109	132	154	177
53	20	42	65	87	110	132	155	177
54	20	43	65	88	110	133	155	178
55	21	43	66	88	111	133	156	178
56	21	43	66	88	111	133	156	178
57	21	44	66	89	111	134	156	179
58	22	44	67	89	112	134	157	179
59	22	45	67	90	112	135	157	180

TABLE 7

Table Showing Time After Which Overtime Accrues
on 100 Mile Basic Day
on Speed Basis of 12.5 Miles Per Hour

100	8:00	138	11:02	176	14:05	214	17:07
101	8:05	139	11:07	177	14:10	215	17:12
102	8:10	140	11:12	178	14:14	216	17:17
103	8:14	141	11:17	179	14:19	217	17:22
104	8:19	142	11:22	180	14:24	218	17:26
105	8:24	143	11:26	181	14:29	219	17:31
106	8:29	144	11:31	182	14:34	220	17:36
107	8:34	145	11:36	183	14:38	221	17:41
108	8:38	146	11:41	184	14:43	222	17:46
109	8:43	147	11:46	185	14:48	223	17:50
110	8:48	148	11:50	186	14:53	224	17:55
111	8:53	149	11:55	187	14:58	225	18:00
112	8:58	150	12:00	188	15:02	226	18:05
113	9:02	151	12:05	189	15:07	227	18:10
114	9:07	152	12:10	190	15:12	228	18:14
115	9:12	153	12:14	191	15:17	229	18:19
116	9:17	154	12:19	192	15:22	230	18:24
117	9:22	155	12:24	193	15:26	231	18:29
118	9:26	156	12:29	194	15:31	232	18:34
119	9:31	157	12:34	195	15:36	233	18:38
120	9:36	158	12:38	196	15:41	234	18:43
121	9:41	159	12:43	197	15:46	235	18:48
122	9:46	160	12:48	198	15:50	236	18:53
123	9:50	161	12:53	199	15:55	237	18:58
124	9:55	162	12:58	200	16:00	238	19:02
125	10:00	163	13:02	201	16:05	239	19:07
126	10:05	164	13:07	202	16:10	240	19:12
127	10:10	165	13:12	203	16:14	241	19:17
128	10:14	166	13:17	204	16:19	242	19:22
129	10:19	167	13:22	205	16:24	243	19:26
130	10:24	168	13:26	206	16:29	244	19:31
131	10:29	169	13:31	207	16:34	245	19:36
132	10:34	170	13:36	208	16:38	246	19:41
133	10:38	171	13:41	209	16:43	247	19:46
134	10:43	172	13:46	210	16:48	248	19:50
135	10:48	173	13:50	211	16:53	249	19:55
136	10:53	174	13:55	212	16:58	250	20:00
137	10:58	175	14:00	213	17:02		

TABLE 8
MILES PAYABLE AT 12.5 MPH (100 Mile Basic Day)

<u>MIN</u>	<u>HR0</u>	<u>HR1</u>	<u>HR2</u>	<u>HR3</u>	<u>HR4</u>	<u>HR5</u>	<u>HR6</u>	<u>HR7</u>
0	0	13	25	38	50	63	75	88
1	0	13	25	38	50	63	75	88
2	0	13	25	38	50	63	75	88
3	1	13	26	38	51	63	76	88
4	1	13	26	38	51	63	76	88
5	1	14	26	39	51	64	76	89
6	1	14	26	39	51	64	76	89
7	1	14	26	39	51	64	76	89
8	2	14	27	39	52	64	77	89
9	2	14	27	39	52	64	77	89
10	2	15	27	40	52	65	77	90
11	2	15	27	40	52	65	77	90
12	3	15	28	40	53	65	78	90
13	3	15	28	40	53	65	78	90
14	3	15	28	40	53	65	78	90
15	3	16	28	41	53	66	78	91
16	3	16	28	41	53	66	78	91
17	4	16	29	41	54	66	79	91
18	4	16	29	41	54	66	79	91
19	4	16	29	41	54	66	79	91
20	4	17	29	42	54	67	79	92
21	4	17	29	42	54	67	79	92
22	5	17	30	42	55	67	80	92
23	5	17	30	42	55	67	80	92
24	5	18	30	43	55	68	80	93
25	5	18	30	43	55	68	80	93
26	5	18	30	43	55	68	80	93
27	6	18	31	43	56	68	81	93
28	6	18	31	43	56	68	81	93
29	6	19	31	44	56	69	81	94
30	6	19	31	44	56	69	81	94
31	6	19	31	44	56	69	81	94
32	7	19	32	44	57	69	82	94
33	7	19	32	44	57	69	82	94
34	7	20	32	45	57	70	82	95
35	7	20	32	45	57	70	82	95
36	8	20	33	45	58	70	83	95
37	8	20	33	45	58	70	83	95
38	8	20	33	45	58	70	83	95
39	8	21	33	46	58	71	83	96
40	8	21	33	46	58	71	83	96
41	9	21	34	46	59	71	84	96
42	9	21	34	46	59	71	84	96
43	9	21	34	46	59	71	84	96
44	9	22	34	47	59	72	84	97
45	9	22	34	47	59	72	84	97
46	10	22	35	47	60	72	85	97
47	10	22	35	47	60	72	85	97
48	10	23	35	48	60	73	85	98
49	10	23	35	48	60	73	85	98

50	10	23	35	48	60	73	85	98
51	11	23	36	48	61	73	86	98
52	11	23	36	48	61	73	86	98
53	11	24	36	49	61	74	86	99
54	11	24	36	49	61	74	86	99
55	11	24	36	49	61	74	86	99
56	12	24	37	49	62	74	87	99
57	12	24	37	49	62	74	87	99
58	12	25	37	50	62	75	87	100
59	12	25	37	50	62	75	87	100

TABLE 9
OVERTIME MILES PAYABLE AT 18.75 MPH (100 Mile Basic Day)

<u>MIN</u>	<u>HR0</u>	<u>HR1</u>	<u>HR2</u>	<u>HR3</u>	<u>HR4</u>	<u>HR5</u>	<u>HR6</u>	<u>HR7</u>
0	0	19	38	56	75	94	113	131
1	0	19	38	57	75	94	113	132
2	1	19	38	57	76	94	113	132
3	1	20	38	57	76	95	113	132
4	1	20	39	58	76	95	114	133
5	2	20	39	58	77	95	114	133
6	2	21	39	58	77	96	114	133
7	2	21	40	58	77	96	115	133
8	2	21	40	59	77	96	115	134
9	3	22	40	59	78	97	115	134
10	3	22	41	59	78	97	116	134
11	3	22	41	60	78	97	116	135
12	4	23	41	60	79	98	116	135
13	4	23	42	60	79	98	117	135
14	4	23	42	61	79	98	117	136
15	5	23	42	61	80	98	117	136
16	5	24	43	61	80	99	118	136
17	5	24	43	62	80	99	118	137
18	6	24	43	62	81	99	118	137
19	6	25	43	62	81	100	118	137
20	6	25	44	62	81	100	119	137
21	7	25	44	63	82	100	119	138
22	7	26	44	63	82	101	119	138
23	7	26	45	63	82	101	120	138
24	8	26	45	64	83	101	120	139
25	8	27	45	64	83	102	120	139
26	8	27	46	64	83	102	121	139
27	8	27	46	65	83	102	121	140
28	9	28	46	65	84	103	121	140
29	9	28	47	65	84	103	122	140
30	9	28	47	66	84	103	122	141
31	10	28	47	66	85	103	122	141
32	10	29	47	66	85	104	122	141
33	10	29	48	67	85	104	123	142
34	11	29	48	67	86	104	123	142
35	11	30	48	67	86	105	123	142
36	11	30	49	68	86	105	124	143
37	12	30	49	68	87	105	124	143
38	12	31	49	68	87	106	124	143
39	12	31	50	68	87	106	125	143
40	13	31	50	69	88	106	125	144
41	13	32	50	69	88	107	125	144
42	13	32	51	69	88	107	126	144
43	13	32	51	70	88	107	126	145
44	14	32	51	70	89	107	126	145
45	14	33	52	70	89	108	127	145
46	14	33	52	71	89	108	127	146
47	15	33	52	71	90	108	127	146
48	15	34	53	71	90	109	128	146
49	15	34	53	72	90	109	128	147

50	16	34	53	72	90	109	128	147
51	16	35	53	72	91	110	128	147
52	16	35	54	73	91	110	129	148
53	17	35	54	73	92	110	129	148
54	17	36	54	73	92	111	129	148
55	17	36	55	73	92	111	130	148
56	17	36	55	74	92	111	130	149
57	18	37	55	74	93	112	130	149
58	18	37	56	74	93	112	131	149
59	18	37	56	75	93	112	131	150