

MEMORANDUM OF AGREEMENT entered into May 12, 1954, between The Atchison, Topeka and Santa Fe Railway Company, Panhandle and Santa Fe Railway Company and Order of Railway Conductors, with respect to the operation of through freight train crews between Amarillo, Texas, and Waynoka, Oklahoma, through Canadian, Texas, establishing intraseniarity district runs in this class of service on the First and Second Districts, Plains division.

ITEM 1. - PROPERTY SETTLEMENT APPLICABLE TO HOME OWNERS IN CANADIAN, TEXAS:

Any employe in train service owning his home at Canadian, Texas, will be considered a home owner qualified to participate in this property settlement and may exercise one of two options, namely Option (A) or Option (B), as follows:

Option (A): Each qualified home owner electing to exercise this Option (A) will be paid 75% of his equity in his home and permitted to keep his property, or,

Option (B): Each qualified home owner electing to exercise this Option (B) will be paid the established value of his home and the property will be taken off his hands.

(A-1) Any home owner electing to exercise Option (A) will be paid 75% of his equity in his home as "equity" is hereinafter defined, to wit:

An employe's equity in his home, as that term is used in Option (A), means the amount of reduction of principal since purchase of the property if it is not clear of indebtedness, or, if the home is clear of indebtedness the employe's equity therein will be the purchase price paid for his home. In either case, whether the home be paid for in part, or fully paid for, the amounts paid by the home owner for taxes, insurance and interest are not to be considered any part of the home owner's equity. In the event extensive improvements have been added to the home since purchase, such as sidewalks, garage, rooms, pavement, or, interior remodeling to the extent of changing partitions and thereby altering the floor plan, the principal amount paid for such additions and betterments will be considered a part of the equity. Sums expended for maintenance of the home, such as roof renewal or repair, painting and papering are not to be considered a part of the equity.

(A-2) Any home owner electing to exercise Option (A), upon being paid 75% of his equity by the Carrier, as equity is defined above, will retain title to his home and will retain responsibility for any and all indebtedness, if any, outstanding against his home.

(B-1) Any home owner electing to exercise Option (B) will be paid in full a sum representing the established value of his home upon delivery to the Carrier or its nominee of a good and sufficient title to the property. The sum representing the "established value" as that term is used herein will be determined under a formula, as follows:

Twelve dollars (\$12.00) per square foot of floor space for new homes with a deduction of 1/40th per year for the age of the building with a minimum of seven dollars and fifty cents (\$7.50) per square foot; plus five dollars (\$5.00) per square foot for garages, cement cellars, porches and finished basements located on the same lot. In two-story houses, the upper story floor space will be included in arriving at the total square footage in the house.

(B-2) Any home owner electing to exercise Option (B) and who finds his "established value" under (B-1) is less than 150% of the actual cost of his home and improvements, will, upon submitting proof thereof, be paid a sum representing 150% of such actual cost. The actual cost, as that term is used herein, means the purchase price paid or contracted to be paid at the time of purchase or construction, not including payments made for taxes, insurance and interest. Whether paid a sum representing the "established value" or 150% of the "actual cost," the home owner will deliver to the Carrier or its nominee good and sufficient title to the real estate involved.

(C) In the event a home owner in Canadian, Texas has, since December 9, 1952, traded his home for a larger home for family reasons, such bona fide transaction will not bar such home owner from the property settlement on the home he is occupying at the time he exercises either Option (A) or Option (B).

(D) As customary in real estate transactions, the home owner electing to dispose of his home under Option (B) will furnish title thereto at his expense, satisfactory to the Carrier or its nominee.

(E) In addition to the property settlement, it is recognized there will be certain moving expenses and time lost by the employes moving from Canadian, Texas. The Management and Organization are in agreement that this expense will be absorbed by the Management. For this purpose the following plan and payment will be carried out:

(F) Any employe in train service working out of or in Canadian, Texas, and living in a permanent or established residence at that point, or who is maintaining a bona fide permanent residence there but temporarily displaced from service out of that point at the time plan for running through is established, will be paid the sum of \$400.00 to cover moving expenses and time lost.

(G) Employes temporarily working out of Canadian who do not have established residences at that point will not be entitled to moving pay. In the event of time lost from work, such time actually lost will be paid for.

(H) Employes in military service or temporarily out of service who maintain bona fide residences at Canadian, on their return to service, will be paid under this Agreement.

(I) After this Agreement is signed, employes must, within 180 days, declare their option of property settlement and shall be allowed 90 days from date of option to present claims under this Agreement. This will also apply to employes in Military Service, on authorized leave of absence, or laid off in force reduction, upon their return to service.

(J) If any disputes arise over either the property settlement or the moving expenses as they apply to individual employes due to particular circumstances, such employes' cases will be given study and consideration in conference between the parties signatory hereto, with the understanding that the Management desires to make employes whole financially and will approach the discussions in utmost good faith to satisfy both the Organization and the employe involved.

ITEM 2. - EATING ENROUTE:

It is agreed road crews will be permitted to eat enroute between Amarillo and Waynoka.

ITEM 3. - THROUGH-FREIGHT CREWS STARTING A NEW TRIP WHEN OPERATED THROUGH CANADIAN:

In calling through freight train crews to work west out of Waynoka or east out of Amarillo on a straight-away basis between the two points, they will be so notified at time of call. It is understood that they will start a new day on the departure of Canadian with payment to be made on the basis of two separate trips -- one on each side of Canadian -- thus preserving Canadian as a terminal. The mileage for through freight crews, currently in effect with the date the operation contemplated by this Agreement becomes effective, will be 100 miles between Amarillo and Canadian; and 109 miles between Canadian and Waynoka.

It is further agreed that if through freight train crews are called for a Canadian turn either out of Amarillo or Waynoka, they will be so notified at time of call and will be on continuous time from their departure from either terminal until their departure out of Canadian on the return trip, which will start a new day or trip thus preserving the terminal rules. (Note: This paragraph is without prejudice to the application of Article XVII and Article XX (a), Conductors' Agreement.)

ITEM 4. - POOLING CABOOSES:

It is not the intention to pool cabooses as a result of running through Canadian.

ITEM 5. - TURNAROUND AND/OR TEMPORARY WORK TRAIN TRIPS OUT OF OTHER THAN HOME TERMINAL:

A chain gang crew leaving Amarillo eastbound will not be required to make more than one turnaround trip, or two work train days, out of other than the home terminal before standing to return in service to Amarillo on the next following trip for which called. This rule does not contemplate a crew making more than two trips of any kind out of other than the home terminal before standing for return to Amarillo, that is, only one turnaround trip or two work train days; not a combination of one turnaround and one work train day. After performing its quota of such trips and if again standing for such service, the crew next out not having performed its quota of such service will be called thereafter around any crews standing hereunder for return to Amarillo, without penalty.

Crews not deadheaded or run to Amarillo as provided above will be allowed 100 miles in addition to all other time earned on such date or trip, except that additional trips may be made without penalty when occasioned by wrecks, washouts, bridges burned or washed out, blocking traffic.

ITEM 6. - FREIGHT TRAIN CREWS:

It is agreed there will be no change from existing practice in the composition of the freight train crews operating between Amarillo and Waynoka.

ITEM 7. - MAY 7, 1937 SWITCHING AGREEMENT:

The application of this Agreement will not serve to abrogate the provisions of the May 7, 1937 Switching Agreement or its Supplement of January 12, 1938.

ITEM 8. - BORROWED CREWS:

It is agreed that when other than Plains Division crews are used between Amarillo and Waynoka, an allowance will be made to the chain gang crew standing first out at the home terminal equal to the actual miles the borrowed crew is operated on the Plains Division. The crew receiving this allowance will not lose their standing on the board. The standing of the crew to be paid under this Agreement on the board at the home terminal will be the first-out crew at the time the borrowed crew is required to report for duty.

Other than Plains Division crews will not be used except in instances where it is not possible to provide Plains Division crews.

The parties hereto agree that nothing contained herein shall be construed as establishing a precedent nor will it prejudice the position of either party in the consideration of any other proposal involving inter-divisional, interseniority district, intradivisional, and/or intraseniority district service or runs. It is also understood this Agreement does not prejudice the position of the Organization as to the proper application of Texas State Law Article 6286 in this case or any other cases.

It is mutually agreed by the parties hereto that the running of through freight train crews through Canadian, Texas as provided in this Agreement will promptly be submitted to the Railroad Commission of Texas for its approval or advice that it is not necessary to have such approval. This Agreement will become effective the 10th day after receipt of the decision of said Commission approving running through freight train crews

through Canadian or ruling that its approval is unnecessary.

This Agreement signed at AMARILLO, TEXAS, this 12th day of
MAY 1954.

Accepted for

ORDER OF RAILWAY CONDUCTORS:

H R Taylor
General Chairman

Accepted for

THE ATCHISON, TOPEKA AND SANTA FE
RAILWAY COMPANY:

G R Buchanan
General Manager - Western Lines

PANHANDLE AND SANTA FE RAILWAY COMPANY:

G R Buchanan
Vice-President and General Manager