

AGREEMENT

between

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY
- COAST LINES

and the

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

It is agreed:

SECTION I

Pursuant to Article VIII of the National Agreement dated May 13, 1971, with the Brotherhood of Locomotive Engineers, it is agreed that The Atchison, Topeka and Santa Fe Railway Company-Coast Lines will establish intradivisional service for pool freight engineers as set forth below:

(a) Intradivisional service will operate from terminal of Richmond, California, to the terminal of Calwa, California and the reverse.

(b) Richmond and Calwa, California, will continue to be the home terminals for the Second District freight engineers. Pool freight engineers will operate through the terminal of Riverbank.

(c) For engineers operated in pool service, the following will apply:

1. So-called "active" and "inactive" boards will be established at each terminal. Engineers arriving at their away-from-home-terminal will be placed on the bottom of the active board in the order of their arrival. Engineers arriving at their home terminal will be placed on the bottom of the inactive board in the order of their arrival, and if the engineers on that board exceeds the quota, the first-out inactive engineer will be moved to the bottom of the active board.
2. The local representatives of the Carrier and the Organization shall regulate the number of active crews. The quota for the inactive boards will be the difference between the number of active engineers and the total engineers assigned in pool service.

3. Engineers will be called in turn and run in accordance with applicable schedule rules from the active board provided they will have full rest under the Hours of Service Law at the time they will be required to report for duty.

(d) In respect to deadhead engineers at their away-from-home-terminal, it is agreed that engineers can be deadheaded out of turn with respect to home terminal engineers, when excess engineers are at their away-from-home-terminal.

(e) All deadheading will be paid for by the Carrier. Deadheads will be counted as turns. It is understood Richmond and Calwa engineers will not be worked out of turn except as outlined above.

(f) Engineers will be deadheaded on the faster through freight trains. Preference will be given to Trains 901-968-119 and 379 or absent the above a comparable substitute train. Engineers may also be deadheaded on commercial transportation.

(g) Engineers in intradivisional service who are ordered to appear at investigations at other than their home terminal will be paid the deadhead mileage, unless applicable schedule rules provide greater compensation.

SECTION II

All miles run over 100 shall be paid for at the mileage rate established by the basic rate of pay for the first 100 miles or less.

(a) When engineers are required to report for duty or are relieved from duty at point other than the on and off duty points fixed for the service established hereunder, the Carrier shall provide suitable transportation for the engineers.

At Richmond and Calwa if the distance between point of going on or off duty and the point nearest available to change off point is in excess of 1/4 mile, transportation will be furnished.

(b) At away-from-home-terminals the Carrier will provide suitable lodging or an allowance in lieu thereof, as required in the current Lodging Agreement. Commencing on the effective date of this Agreement, Carrier will furnish suitable lodging to all employes here involved and continuing until September 1, 1972. Subsequent thereto each employe will have the choice of being furnished suitable lodging or an allowance in lieu thereof, as required in the current Lodging Agreement, such choice

to be made in writing not later than ten (10) days prior to September 1, 1972 and subject to change only on ten (10) days' written notice prior to December 1 and June 1 of each year thereafter.

(c) If place of lodging furnished by the Carrier and/or suitable eating place is over 1/2 mile from the on and off duty point, transportation will be furnished.

(d) All engineers who are entitled to transportation will be furnished transportation promptly, but not later than thirty (30) minutes after their tie-up time, or the engineer will be permitted to use commercial transportation and be reimbursed for same by the Carrier.

NOTE: For the territory between Richmond and Calwa the mileage question (mileage to make up the 100-mile basic day between terminals) may be submitted to arbitration for a decision. If the employees prevail, the mileage in dispute will be allowed by the Carrier to each employe affected retroactive to the date that these new intradivisional runs commenced.

SECTION III

(a) Intradivisional engineers under this Agreement will not trade off trains between their initial and final terminals.

(b) In intradivisional service covered by this Agreement, engineers will receive overtime rate after being on duty ten (10) hours in addition to mileage run.

(c) All other service out of the home terminals will be protected by the respective extra boards with the exception of regular assignments between Calwa and Riverbank and Riverbank and Richmond.

SECTION IV

(a) Engineers will be allowed a \$2.00 meal allowance after four (4) hours at the away-from-home-terminals and another \$2.00 allowance after being held an additional eight (8) hours until changed by later agreement.

(b) In the event an engineer does not stop enroute to eat he will be allowed \$1.50 for the trip.

SECTION V


Nothing herein contained shall be construed as modifying or amending any of the provisions of the Schedule Agreement between the Carrier and the B.L.E. except as specifically provided herein.

SECTION VI


This Agreement shall become effective 12:01 A.M. August 1 1972, and remain in full force and effect until changed in accordance with the provisions of the Railway Labor Act, as amended.

Dated at Los Angeles, California this 20th day of July 1972.

FOR THE ORGANIZATION:



F. E. Asbell - General Chairman



D. G. Ruegg, Acting General Manager

MAR 24 1986

effective 4-1-85

47-1240-2017

MEMORANDUM OF UNDERSTANDING between The Atchison, Topeka and Santa Fe Railway Company and its employes on the Coast Lines represented by the Brotherhood of Locomotive Engineers.

IT IS AGREED:

In the application of the Memorandum of Agreement signed July 20, 1972, effective August 1, 1972, covering intradivisional service between Richmond and Calwa, California, the following will apply in the event the active pool board becomes exhausted at either Richmond or Calwa:

- (1) The first-out engineer on the inactive board at the terminal where the active board is exhausted will be called. If contacted, the engineer will be obligated to protect the service for which called.
- (2) If the first-out engineer on the inactive board cannot be contacted, he will remain first out on the inactive board and the second-out engineer will be called for the service.
- (3) If the first-out engineer on the inactive board is laying off, the turn will be filled by an extra board engineer, who will remain in the pool until arrival back at the home terminal. The engineer laying off will be permitted to mark up at the expiration of twelve (12) hours from the time of lay off, and will be marked to the bottom of the inactive board.
- (4) Should the first-out, second-out, etc., engineers on the inactive board be unavailable (e.g., cannot be reached, insufficient time under Hours of Service Law, etc.), and the turn immediately following them is vacant, due to the regular engineer laying off, the turn will be filled by an extra board engineer, who will remain in the pool until arrival back at the home terminal. The engineer laying off will be permitted to mark up at the expiration of twelve (12) hours from the time of lay off, and will be marked to the bottom of the inactive board.
- (5) If none of the engineers on the inactive board are available or are laying off, an extra board engineer will be called for the service and will remain in the pool until arrival back at the home terminal.
- (6) The Carrier will not be held liable for any claims for runaround or so-called mishandling which might result from compliance with this Agreement.

PERSONNEL DEPARTMENT

MAR -7 1985 21

(2)

This agreement is without prejudice to either party's position and will become effective at 12:01 A.M. October 30, 1992, following which may be cancelled upon ten (10) days written notice by either party.

FOR: THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS

L. F. Amador
LOCAL CHAIRMAN, BLE

FOR: THE ATCHISON, TOPEKA AND
SANTA FE RAILWAY COMPANY

T. N. Eshelman
REG. MGR. LABOR RELATIONS

APPROVED:

G. L. McDaniel
GENERAL CHAIRMAN, BLE



October 23, 1992

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

It is agreed that the engineers guaranteed Road/Yard extra board at Stockton/Mormon and the distribution of work rules currently applicable to the Richmond guaranteed Road/Yard extra board is amended accordingly as follows:

1. The Stockton/Mormon engineers guaranteed Road/Yard extra board will protect:
 - a. Stockton yard assignments.
 - b. Unassigned service, temporary vacancies in assigned service, and relief of assigned service between Stockton and Riverbank.
 - c. Vacancies in assigned and unassigned work trains between Stockton and Riverbank.
2. In the event that the Stockton/Mormon extra board becomes exhausted the following will apply:
 - a. The senior rested available regular assigned engineer in the Mormon yard, observing days off, may be used.
 - b. There being no regular assigned engineers observing rest days available then the senior assigned regular engineer in the Stockton/Mormon yard may be used.
 - c. There being no engineers available, such vacancies will be protected by the Richmond engineers guaranteed Road/Yard extra board on a daily rotating basis.
3. In the event a situation arises not covered with this agreement the applicable representative of the Carrier and the affected local chairman will agree as to the manner of handling until a determination is made as to the proper handling under applicable rules.

THIS UNDERSTANDING will become effective at 0001 on APRIL 1, 1985, and may be automatically cancelled by either party upon ten (10) days' advance written notice.

FOR THE ORGANIZATION:

Donald E. O'gent
Local Chairman, BLE
(Richmond)

J. L. Hogan
Local Chairman, BLE
(Calwa)

APPROVED:

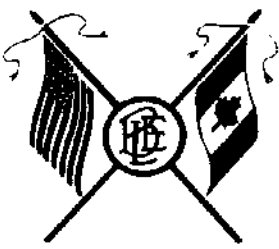
S. E. [Signature]
General Chairman, BLE

FOR THE CARRIER:

[Signature]
Superintendent

APPROVED:

John P. Fratello Jr.
Vice President - Personnel
and Labor Relations



Brotherhood of Locomotive Engineers
DIVISION 839-A.T.&S.F. RY. CO.
RICHMOND, CALIFORNIA

*For the
Disposal of
Turns*

LARRY F. SHINDELUS
Local Chairman

June 5, 1992

1413 HARRIS CT.
ANTIOCH, CA 94509
510-778-1367

Mr. Tom Eshelman
Manpower Supervisor
Office of Manpower Planning
AT&SF Railway Co.
740 East Carnegie Drive
San Bernardino, Ca. 92408

RE: Deadheading Engineers Out of Home Terminals.

Dear Sir:

I have recently become aware of a decision made in the Office of Manpower Planning that I believe to be contravening to the BLE negotiated "Riverbank Run-Through" agreement of July 20, 1972. That is the change in which home terminal engineers are being deadheaded out of their own home terminal. This change I believe may have originated from the office of the "Strategic Planner". It is my understanding that this was done in an attempt to balance the pool turns on this double-ended pool district. Since I have worked these pool turns, as an engineer, out of Richmond for more than a decade and have been involved in equalizing the pool mileage for over a year I can understand that this can be an arduous task at times.

It has been the "Past Practice" for over twenty (20) years now that pool engineers will not be called to deadhead out of their own home terminal. Why? When this Intradivisional service was being negotiated train and engine crews were offered a choice of methods by which they would be called for service and those were:

- 1) "Two-for one" with the Carrier equalizing the miles. In which deadheading could be done out of either terminal but the pools would be called in turn and deadheading could be used to equalize the mileage
- 2) The "Active and Inactive Board" concept in which crews would be called in turn, first out, from the active board: Section I, C (1), without any provision for deadheading; therefore crews would be called in a working capacity -not deadheading- from the active board. To facilitate circumstances where there could be an imbalance of crews at one terminal or simply a surplus of crews then "away-from-home-terminal crews could be deadheaded and/or deadheaded out-of-turn: Section I, (d). This system of crew calling also provided that the labor organizations would be responsible for equalizing their own mileage.

The trainmen chose the former while the enginemen opted for the latter. In this system of crew calling it was agreed that any deadheading would be done from the "away-from-home-terminal" and that engineers can be deadheaded out of turn with respect to home terminal engineers: Section I (d). The reason and intent of this provision is evident in that it would permit a pool engineer to spend less time at his away-from-home terminal and more time at his home terminal, and thus reduce the amount of "Held-away-from-home-terminal" delay costs to the Carrier.

In January 1975: recognizing a problem with mileage equalization and identifying the cause and effect as a greater number of westbound deadheads versus eastbound deadheads, BLE Local Chairman D.E. Orput wrote to BLE General Chairman W.C. Hubner asking that He request changes to the Run Through Agreement of Section I, c(3) and the elimination of Section I, (d). Mr Orput states in his letter that the Carrier made a number of "verbal statements" and several "promises" which somehow never were actually written into the agreement.

On February 27, 1975 BLE General Chairman W.C. Hubner wrote to Assistant General Manager B.K. Perry, AT&SF Coast Lines, identifying a problem in this Intradivisional pool service that had occurred in the first two and one-half years: "...the heavier flow of traffic in the westward timetable direction between Calwa and Richmond which results in a higher frequency of deadhead movements in the eastward direction between Richmond and Calwa". This particular problem still exist today, twenty years after this Intradivisional service was implemented, do to the westbound trains arriving en-masse at Calwa on Sundays and Mondays while the number of eastbound trains originating at Richmond can be counted on the fingers of one hand with two fingers left over. This pattern is as predictable as the Sun rising in the East and setting in the West! General Chairman Hubner, in response to request of Richmond and Calwa pool engineers, asked that specific changes would be made to the Run-through agreement which would eliminate deadheading out of turn and permit deadheading out of the home terminals but that deadheading engineers would be called in turn from the Active Board. General Chairman Hubner stated that this would be more satisfactory to the men (the frequency at which they would be called to work would be more consistent between trips) and make crew calling more simpler for the manpower technicians. This was the same basic method that train crews were being (and still are) called.

Assistant General Manager Perry responded to Mr. Hubner on May 16 1975 (file: 63-EX-11) citing that the requested changes would result in held-away-from-home-terminal-delay at a considerable additional expense to the Carrier: "Your request is therefore declined".

On May 21, 1975 General Chairman Hubner wrote to Mr Perry again citing that reason the organizations request was denied was inaccurate and the perceived problems could be eliminated if the chief dispatchers (STO's) would make the required effort to call engine crews as they were to call train crews. Mr. Hubner then asked for a conference on this matter.



On November 18, 1975 General Chairman Hubner again wrote to Mr. Perry requesting a conference date to resolve the issue for the modification to the Intradivisional service.

On April 6, 1976 a conference was held on these issues and the following day Mr. B.K. Perry wrote to Mr. W.C. Hubner:

"...This request was the subject of our conference discussion on April 6, 1976, at which time we thoroughly explored both parties' positions. It was concluded that we would make no change in the Agreement at this time..."

As we are well aware that from that time until the present (seventeen years) nothing has been changed in the way enginemen were called to deadhead or not to deadhead with respect to home or away from home terminals.

When the Office of Manpower Planning made the decision to begin deadheading out of the home terminals it was a clear violation of the BLE agreement. This was also specifically decided in 1975 by Assistant General Manager Perry that this practice would not be an acceptable modification of that agreement. This was done ironically by deadheading one Richmond pool engineer, in turn, and two Calwa pool engineers, out of turn, all on the same train. So what was accomplished? Another detrimental result of this decision is that of the eleven engineer pools in Richmond only two were occupied by pre 85 employees. Therefore over 90% of all home terminal deadheads out of Richmond would be to employees who receive only actual time consumed as the basis for their pay (about a 50% cut in pay) and this would be further reduced by their applicable rate percentage.

I am requesting that the practice of deadheading home terminal pool engineers to their away from home terminal be abolished.

Yours Truly

L. F. Shindelus

cc: C. A. McDaniels GC/BLE, Amarillo, Tx.
 J. L. Hogan LC/BLE 553, Fresno, Ca.
 N. A. McDoanald S/T BLE 839, Stockton, Ca.
 R. E. Onstott LC/UTU-E, Suisun City, Ca.
 J. M. Martin Superintendent/AT&SF, Richmond, Ca.
 V. L. Colbert Assistant-Superintendent/AT&SF, Fresno, Ca.





The Atchison, Topeka and Santa Fe Railway Company

A Santa Fe Industries Company

121 East Sixth Street, Los Angeles, California 90014, Telephone 213/628-0111

April 7, 1976

File: 63-EX-11

Mr. W. C. Husbner, General Chairman
Brotherhood of Locomotive Engineers
La Verde Vista Plaza - Suite "H"
4662 Katella Avenue
Los Alamitos, California 90720

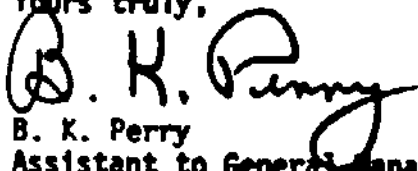
Dear Sir:

Please refer to your letter of February 27, 1975, file Appx. 18-7, and subsequent exchange of correspondence concerning your request for an amendment to Section I, paragraph (c), subparagraph (3) and the elimination of Section I, paragraph (d) of the Agreement of July 20, 1972 covering Valley Division intradivisional service for pool freight engineers.

This request was the subject of our conference discussion on April 6, 1976, at which time we thoroughly explored both parties' positions.

It was concluded that we would make no change in the Agreement at this time, however, in an attempt to alleviate the situation, it was agreed that any time there is an imbalance of 1000 miles between the two boards (Calwa and Richmond) during a checking period, the quota for the inactive board at the terminal where the shortage exists will be reduced one turn for the next checking period. If this corrects the imbalance in mileage during the subsequent checking period, the quotas for the inactive boards will then be returned to a parity with one another.

You advised that your Local Chairman will be instructed accordingly and I likewise will advise local forces to cooperate in such handling.

Yours truly,

B. K. Perry
Assistant to General Manager

APR 9 1976

Brotherhood of Locomotive Engineers

DIVISION 839
RICHMOND, CALIFORNIA

Donald E. Orput, L.C.
P.O. Box 23
Lafayette, California 94549
January 20, 1975

For Presentation to G.C. of A. at Regular Meeting
starting February 3, 1975

PROPOSAL # 2

That the Intradivisional Agreement on the Valley Division be modified in the following manner:

- a) - At the end of Section I; para. (c); sub para. 3., concluding with the words "at the time they will be required to report for duty". that the comma be added after "duty", and the words "except for deadheading"., be added.
- b) That Section I; para. (d) be completely deleted, and that all dead heading will thereafter be in accordance with our existing scheduled rules.

BACKGROUND

When the Intradivisional Agreement was being written, the carrier made a number of "verbal statements" and made several promises which somehow were actually "written" into the agreement. In addition to this, neither side really knew for certain just how the agreement would work out in practice. Of course the "Intent" of this agreement was to provide, as close as possible, equal working conditions and mileage to both terminals; Richmond and Fresno. One of the promises made was that engineers would be deadheaded home on the better freight trains as soon as it was seen that there was a surplus of crews, or that crews would be on penalty time before getting on. The whole idea was to give Engineers as much time at home as possible. It has not worked out in this manner. The carrier has continued a practice many years to Deadhead engineers EAST as soon as possible to protect special WESTBOUND trains, and for that same reason to HOLD WEST END Engineers to protect the same trains. With trains originating at the WESTERN Terminal it is an easy matter to "adjust" leaving times to such things as availability and rest.

To substantiate the aforementioned statements it should be noted that in 1974 the Deadheads were as follows:

Richmond to Calwa	271
Calwa to Richmond	117

or a ratio of better than two to one.

In addition to this, the "one way deadheads" have caused numerous run-arounds, mishandlings, and mileage inequities that have been impossible to correct or solve. As an example, a Richmond Engineer will stand 1st out on the Active Board, and the Dispatcher will order two Deadheads. The second out Engineer is also a Richmond Engineer, so he is "run around" as might be any other Richmond engineers necessary to come up with the two Deadheads.

There is often a 10 to 12 hour lapse before additional trains are run out of the Richmond Terminal, and even longer on weekends. By the time the Richmond Engineer(s) who have been "run around" reach CALWA 16 to 24 hours later, they must get their rest, the CALWA engineers who have run around them not only have bumped ten onto the Active Board who are most certainly apt to hold the turns because of the time lapse, and are usually "on the road" before the run around engineers even get to CALWA, but it has often happened that the very engineers who have Deadheaded have also worked onto the Active Board and hold their turns because of the "rest" factor, and are on their way back to Richmond before the runaround engineer from Richmond is even qualified to resume his true position. Remember the Deadhead inequity which makes it totally impossible for "things to equalize over a period of time". To substantiate this, it should be noted that during 1974 the actual pool mileage work was as follows:

CALWA POOL	460,932 miles
RICHMOND POOL	425,356 miles

It is of course true that Richmond Pool Engineers worked 31,170 Extra Board miles, which the Calwa Pool does not have to protect, so there at least was some equalization in actual pay, but Pool Engineers do not bid on pool have to protect extra work. The suggested changes in our Proposal would do much to correct these differences, and fulfill the original intent of the Intradivisional Agreement.

Submitted:

President

[Handwritten Signature]

February 27, 1975

Appx. 18-7

Mr. B. K. Perry
Assistant to General Manager
A. T. & S. F. Coast Lines
121 E. Sixth Street
Los Angeles, California

Dear Sir:

Please be referred to the Valley Division Intradivisional Pool Freight Agreement of July 20, 1972 and the conditions outlined in Section I, paragraphs (c) and (d), prescribing the handling of engineers in such service.

A review of the intradivisional operation for the past two and one-half years will reveal that some problems have developed because of the heavier flow of traffic in the westward timetable direction between Calwa and Richmond which results in a higher frequency of deadhead movements in the eastward direction between Richmond and Calwa.

This condition creates an imbalance in the mileage made by pool engineers on the Calwa Board and those employed on the Richmond Board largely due to the provisions of Section I, paragraph (d), which permits pool engineers at the away-from-home terminal to be deadheaded out of turn with respect to home terminal engineers. Over a period of time this situation has resulted in the Calwa men picking up turns and compiling higher mileage figures than the Richmond men.

To alleviate the problem my Committee took action to request that paragraph (d) of Section I be eliminated entirely and Section I, paragraph (c), sub-paragraph (3), be modified to read as follows:

"Engineers will be called in turn and run in accordance with applicable schedule rules from the active board provided they will have full rest under the Hours-of-Service Law at the time they will be required to report for duty, except when called to deadhead in turn it will not be necessary for such engineers to have full rest."

In the opinion of the undersigned General Chairman the changes outlined in the foregoing will not only be more satisfactory to

the men I represent but will also result in a simpler method of handling the calls by the Railway Company's crew dispatchers.

I will appreciate your earnest consideration of this request and your advice as to whether or not you are agreeable to making the changes suggested by this Committee.

Yours truly,

A handwritten signature in black ink, appearing to read "W. C. Hubner". The signature is written in a cursive style with a long, sweeping underline.

cc: M. E. Shepherd LC/553
/D. E. Orput LC/839



The Atchison, Topeka and Santa Fe Railway Company

A Santa Fe Industries Company

121 East Sixth Street, Los Angeles, California 90014, Telephone 213/628-0111

May 16, 1975

File: 63-EX-11

Mr. W. C. Huebner, General Chairman
Brotherhood of Locomotive Engineers
La Verde Vista Plaza - Suite "H"
4662 Katella Avenue
Los Alamitos, California 90720

Dear Sir:

Please refer to your letters of February 27 and April 17, 1975, file Appx. 18-7, proposing an amendment to Section 1, paragraph (c), subparagraph (S) and the elimination of Section 1, paragraph (d) of the Agreement of July 20, 1972 covering the Valley Division intradivisional service for pool freight engineers.

To grant what you have requested would result in numerous cases of engineers being held at their away-from-home terminal an excessive length of time resulting in considerable additional expense to the Carrier for held time and I am sure would result in numerous complaints from the engineers regarding the excessive held time.

Your request is therefore declined.

Yours truly,

(Signed) B. K. Perry

B. K. Perry
Assistant to General Manager

MAY 19 1975

Brotherhood of Locomotive Engineers

GENERAL COMMITTEE OF ADJUSTMENT

A. T. & S. F. COAST LINES



May 21, 1975

LA VERDE VISTA PLAZA - "H"
4662 KATELLA AVENUE
LOS ALAMITOS, CALIF. 90720
TEL: (213) 808-2152

W. C. HUEBNER
CHAIRMAN

FILE NO. Appx. 18-7

Mr. B. K. Perry
Assistant to General Manager
A. T. & S. F. Coast Lines
121 E. Sixth Street
Los Angeles, California

Dear Sir:

Please refer to your letter of May 16, 1975, file 63-EX-11, denying my request for changes in Section 1, paragraph (c), subparagraph (3) and the elimination of Section 1, paragraph (d) of the Agreement dated July 20, 1972 covering Valley Division intradivisional service for pool freight engineers.

It is noted that you have denied the Committee's request on the basis that our proposal would result in additional expense to the Carrier through payment of excessive held-away-from-home terminal time. The undersigned General Chairman is of the opinion that held time can be virtually eliminated by improved handling of train crews by the Carrier's chief dispatchers.

Therefore, your decision is not acceptable and conference is requested to further discuss this matter.

Yours truly,

cc: D. E. Orput LC/839
H. E. Shepard LC/553

November 18, 1975

Appx. 18-7
Appx. 20-GEN.

Mr. B. K. Perry
Assistant to General Manager
A. T. & S. F. Coast Lines
121 E. Sixth Street
Los Angeles, California

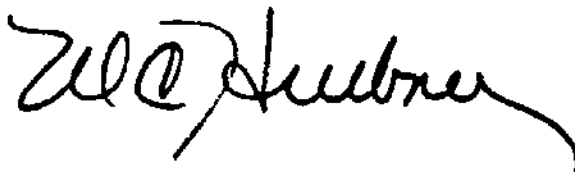
Dear Sir:

Please refer to my letters of May 21, 1975 in reply to yours of May 16, 1975, files 63-EX-11 and 4-E, regarding proposed changes in the July 20, 1972 Agreement covering Valley Division intradivisional service and Appendix 20 of the B.L.E. Schedule.

You were notified that your decision to deny the Committee's request for modification of the foregoing schedule rules was not acceptable and conference was requested to discuss these matters.

Are you now in a position to establish a conference date, inasmuch as our recent success in concluding Agreements pertaining to the operation of the new Barstow Hump Yard should enable us to turn our attention to other pressing matters.

Yours truly,



bc: D. E. Orput LC/839