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## PREAMBLE

This reprint is intended solely for the purpose of making the Schedule of Rates, Rules, and Regulations for Yardmen current in order to include amendments and changes in Agreements subsequent to the last reprinting, and it is further understood nothing in this reprint will serve to change, modify, or cancel any Agreement or Understanding, National or otherwise.

The parties to this schedule update and reprint recognize and agree whether reference has or has not been made in a specific rule to the Crew Consist Agreement(s), effective May 15, 1981; December 4, 1990; and October 1, 1992, said Crew Consist(s) does to the extent applicable modify any rule, interpretation or award to the contrary.

All collective bargaining agreements relating to rules, rates of pay and working conditions of employees represented by the Organization signatory hereto will be applied in compliance with state and federal laws without regard to race, religion, color, creed, national origin or sex.

The use of such words as "he", "his", "him", "man" and "men" as they appear in such agreements, is not intended to restrict the application of the agreements, or a particular rule, to a particular sex but is used solely for the purposes of grammatical convenience and clarity.

ARTICLE 1  
DEFINITION OF YARD WORK

A. The term "yardmen" in this agreement is understood to mean footboard yardmasters, foremen, helpers, switchtenders, car retarder operators, skatemen, herders, pilots, pilot-bleeders and car bleeders.

In addition to the provisions of the May 7, 1937 Switching Agreement, the January 12, 1938 Supplement to the Switching Agreement, and the application thereof, yardmen's work shall consist of work customarily performed by yardmen including:

The giving or relaying of signals to yard engine crews.

The coupling and uncoupling of cars and engines.

The operation of hand brakes or retarders for the purpose of affecting or controlling the movement of cars. The bleeding of air brakes on cars by a yard crew which has been instructed to switch such cars. (This will not restrict a bleeder from performing such work.)

The manual throwing of ground switches in connection with the movement of freight and passenger cars and engines. (Yardmen will not be required to clean switches except in connection with their own movement or switches which they manually throw.)

Note: This will not prevent road freight brakemen or road freight pilots from handling switches for the movement of their train departing or arriving terminals, or for movement of their engines to or from train and roundhouse; passenger trainmen to clear the main track for superior trains or for passenger or freight road crews for movements permitted in the Switching Agreement, or the Supplement thereto.

RATES OF PAY

Basic rates of pay in effect as of January 1, 2011:

Student Instructor	\$229.04
Footboard Yardmaster	229.08
Herder Pilot and Pilot-Bleeder	211.46
Engine Foreman	211.46
Helper	203.17
Skateman	203.17

Car Bleeder	211.46
Switchtender	211.46

Note: The above is only for rates of pay information and is not to be construed as a scope rule.

## ENTRY RATES

### Rate Progression - New Hires

(Amended by the 1985 National, Section 6 and 2002 UTU National Agreement, Article VI and Side Letter 5 of the Brakeman/Helper Training Program and Conductor/Foreman Promotion Program of October 18, 1994)

Any employee with a seniority date of prior to July 1, 2004 shall be compensated at the full rate of the position when working as a conductor/foreman, brakeman/helper, hostler, or engineer.

All employees whose seniority in train or engine service is established on or after July 1, 2004 will be subject to Service Scale. Such Service Scale shall conform to the rules in effect on June 30, 2004 which adjusts employee compensation based on length of service.

In any class of service or job classification, rates of pay, additives, and other applicable elements of compensation for an employee whose seniority in train or engine service is established after July 1, 2004, will be 75% of the rate for present employees, and will increase in increments of 5 percentage points for each year of active service until the new employee's rate is equal to that of present employees. A year of active service shall consist of a period of 365 calendar days in which the employee performs a total of 80 or more tours of duty.

- a. Duplicate time payments, including arbitraries and special allowances that are expressed in time or miles or fixed amounts of money, shall not apply to employees whose seniority in train or engine service is established after October 31, 1985.
- b. Notwithstanding the provisions of Article IV, Section 6 of the October 31, 1985 UTU National Agreement and Article IV, Section 5 of the November 1, 1991 UTU implementing document "A" (PEB 219), employees who establish seniority subsequent to October 31, 1985, will not be covered by said articles when working as a conductor or engine foreman (foreman includes herder).



ARTICLE 2  
CONSIST OF CREWS

- A. The basic crew consist for all crews operated shall be one (1) Conductor/Foreman and one (1) Brakeman/Yard Helper, subject to the provisions of the December 4, 1990 Crew Consist Agreement, Article 1.
- B. Not reproduced.
- C. Not reproduced.
- D. The Carrier may add additional positions of brakemen/helpers to any assignments when the Carrier considers the additional positions necessary. If additional brakemen/helpers are used on a shift/tour of duty, any such second brakemen/helpers must then be used on that assignment/turn for four more consecutive workdays.

Note: This Article 2 does not apply to manning of self-propelled machines, herder/pilot, pilot/bleeder, skateman, car bleeder or switchtender positions.

ARTICLE 3  
FOREMAN ACTING AS YARDMASTER,  
INSTRUCTIONS TO YARDMEN

- A. Nothing in Article 2 shall prevent the foreman from acting as yardmaster should it be decided by the Superintendent that he can perform those duties in connection with his other duties.
- B. The wages for yard foremen who also act as yardmasters will be not less than two-thirds of one hour's pay in excess of the yard foremen's daily rate. The same rules for the basic day and overtime shall apply to such employees as applies to other yardmen.
- C. It is understood that a yard foreman receiving and executing instructions from a yardmaster, or other duly authorized representative of the Carrier concerning work to be performed by his crew will not be considered as performing footboard yardmaster duties; however, if required to take instructions and give them to other yard crews or to direct the movement of road crews or do other work ordinarily performed by a yardmaster, it will be considered that he is performing the duties of footboard yardmaster and will be paid under Paragraph (B) of this Article 3.
- D. Engine foreman will receive instructions relative to the switching to be performed by his crew directly from the yardmaster, where employed, or Carrier official.

ARTICLE 4  
STARTING TIME OF CREWS

A. Regularly assigned yard crews shall each have a fixed starting time, and the starting time of a crew will not be changed without at least seventy-two hours' advance notice. Regularly assigned yard crews shall not be abolished or annulled except when crew is notified not less than twenty hours prior to the abolishment or annulment. All regular or regular relief crews will be assigned five days per week and may be annulled one day, on a holiday or Sunday.

Note: Notification must be 20 hours in advance of the scheduled starting time of the first day the assignment is to be annulled and/or abolished. The notice that the annulment or abolishment of the assignment in question is effective at close of tour of duty the day preceding the annulment or abolishment, rather than effective with the starting time of the shift on the first day it will not work.

Exception: When a regularly assigned crew is used primarily to switch an industry and said industry becomes involved in a strike in that plant, not known to Carrier in time to abolish or annul assignment in accordance with the foregoing paragraph, such assignment may be annulled for one shift provided no work is required in the plant.

An employee or employees assigned to a regular job on a day when it is annulled may observe the following procedure:

- a. May stand by and lose the day if they so desire, with the understanding that this will not affect holiday pay.
- b. May exercise seniority displacement or declare for the extra board, in which event their regular assignment will be considered vacated and bulletined.
- c. If the employee desires to make seniority displacement as outlined in (b) of this Item and is unable due to his seniority or for other reasons to displace, he may if he so desires go to the extra board for that day and return to his regular assignment with the understanding that if the performance of extra service prevents the employee working on his own assignment on the next working day, the employee will have no claim for compensation for his regular assignment.
- d. If the employee takes the extra board under (c) of this Item 6 and does not secure work from the extra board on the day his assignment is annulled, he may if he so desires, on his following days off also be placed on the extra board and operate under the same conditions as indicated in (c) of this Item.

e. If the day on which an employee's assignment is annulled immediately precedes the days off of his regular assignment and the employee goes to the extra board under the operation of (c) of this Item, he will hold the turn on the extra board until he either makes a day or by proper notice takes himself off the extra board, with the understanding that he is available for his regular assignment on time with eight hours' free time to work.

f. If the employee in the operation of (c) hereof is unable to bump but does not go to the extra board on the day on which his assignment is annulled, he may not thereafter go on the extra board as provided in (d) of this Item to attempt to secure the additional straight time day.

B. Where three eight-hour shifts are worked in continuous service, the time for the first shift to begin work will be between 6:30 A.M. and 8:00 A.M.; the second, 2:30 P.M. and 4:00 P.M.; and the third, 10:30 P.M. and 12 midnight.

C. Where two shifts are worked in continuous service, the first shift may be started during any one of the periods named in Paragraph (B).

D. Where two shifts are worked not in continuous service, the time for the first shift to begin work will be between the hours of 6:30 A.M. and 10:00 A.M. and the second not later than 10:30 P.M.

E. Where an independent assignment is worked regularly, the starting time will be during one of the periods provided in Paragraphs (B) or (D).

F. At points where only one yard crew is regularly employed, they can be started at any time, subject to Paragraph (A).

G. Yard crews shall have a designated point for going on duty and a designated point for going off duty, and they will not be required to walk farther than one-half mile to get to and from such designated points where register, bulletin and lockers are maintained.

Note 1: Yardmen will be paid continuous time when released under the Hours of Service Law until they reach their off-duty point.

Note 2: This rule does not apply to an extra man until he has started to perform service with the crew to which assigned.

ARTICLE 5  
HOURS ON DUTY

- A. 8 hours or less shall constitute a day.
- B. Yardmen shall be assigned for a fixed period of time which shall be for the same hours daily for all regular members of a crew. Assignments shall be restricted to eight hours work.
- C. In yards where more than one engine is assigned, overtime will be limited to a maximum of two hours for any crew, except that transfer or industry crews or crew engaged in loading livestock may exceed two hours' overtime when necessary to complete the movement started prior to ten (10) hours on duty and return to their regular relief point.

Note: Paragraph (C) of this rule will not apply during a period of National Emergency as declared by the Federal Government.

In the application of Article 5(C), Yardmen's Agreement, the following interpretations govern:

- 1. In yards where around-the-clock yard engine service is not provided, and an occasion arises where there is a conflict as between Article 5(C) and "Note" below, the latter will take precedence.

Note: Neither road crews, nor members thereof, nor any classes of employees other than yardmen will be used in yard service when there is a yard engine on duty, except in case of emergency. An emergency is described as a wreck, washout or other unforeseen occurrence necessitating immediate action to prevent loss of life, injury to person or damage to property. In such emergency cases, the crew will be paid not less than the minimum allowance specified herein. If used, however, in other than an emergency they will be paid not less than a minimum day at yard rates, separate and apart from all other earnings. Likewise, yardmen who hold seniority and are available in yards where such road crews or others are used, will be paid not less than minimum yard day in each such instance.

- 2. A crew returning to the yard from industry or interchange service after having been on duty in excess of ten hours will be permitted to do whatever is necessary in order to yard their cars.

- 3. A crew instructed prior to the completion of ten hours on duty to perform industry or other switching, as well as making an interchange movement, must, if they are going to make said interchange, commence said movement prior to ten hours on duty. If interchange move is not

begun prior to ten hours on duty, that crew will not be permitted to perform that particular work but can complete all the programmed industry switching, regardless of the time element. The foregoing application will also prevail when industry work is the last chore programmed to be performed.

4. Any crew removed from programmed industry or interchange work, for the purpose of performing general yard switching must, to be eligible to complete the previously programmed work, return to same prior to ten hours on duty. Likewise, any crew removed from programmed industry work to commence programmed interchange work, or vice versa, must, to be eligible to return to complete the unfinished programmed work, return to same prior to ten hours on duty.

5. After the expiration of ten hours on duty, a yard crew performing programmed industry switching, which would require them to pass in close proximity of their off-duty point in moving from one industry to another, will not be continued in such service after reaching the close proximity of their off-duty point. In other words, a crew will not be required to go from one end of the yard past their off-duty point to the other end of the yard in performing industry switching after the expiration of ten hours on duty, nor will they be returned to the proximity of their off-duty point, for the purpose of securing or delivering cars, which does not require them to "pass" their off-duty point, and then returned to programmed industry

ARTICLE 6  
EXTRA SERVICE

When an extra yard engine is worked for more than three consecutive calendar days it will be considered as a regular assignment and shall be advertised under the provisions of Article 7, and shall be manned by extra men unless foremanship is requested by a regularly assigned qualified helper under the provisions of Article 16(g). The assignment will be worked at least one day following expiration of advertisement before being canceled.

When engines are manned by extra men and/or unassigned employees, the senior qualified man shall act as foreman and all shall retain their relative positions on the extra board.

ARTICLE 7  
VACANCIES AND CHANGES IN TRICKS

A known vacancy in excess of ten (10) calendar days, excluding vacations, shall be advertised.

All vacancies for yardmen shall be advertised for seventy-two (72) hours and assignments will be made as soon as practicable but not later than two hours after bids close. A change in the starting time of an engine, or a change in the designated on or off duty point, or a change in the assigned hours per day or days per week, or a change in the status of a foreman to footboard yardmaster or vice versa, will open a trick for assignment. The oldest yardman in point of service making written application shall be assigned and will not be permitted to perform further service on his old assignment.

NOTE 1: In bulletining helper positions, they will be advertised as helper positions only, and the senior helper assigned will be permitted to take his choice between 'field man' and 'pin puller.' Yard helpers assigned to an engine will be permitted to exercise their seniority, on their own engines, on a day-to-day basis when vacancies occur in such helper positions. This interpretation shall apply only when all yard local chairmen on a given seniority district agree thereto in writing and provided further that such local agreements shall have the approval of the General Chairman and General Manager.

NOTE 2: Engine foreman may place his men as between 'field man' and 'pin puller' when either or both of the helpers have less than ninety days of actual service as a yardman.

Bulletins, which will be posted at all points where yardmen report for duty, will state date and hour bids close and also clearly identify the position under advertisement.

Effective with the adoption of dual seniority it is agreed on seniority districts on which adopted that in the application of this Article 7, yard assignments will be bulletined for at least four days, but not to exceed seven days, prior to assignment.

Note: Bids will not close on Saturday, Sunday or holidays.

Advertisements issued on:  
Monday will close Friday  
Tuesday will close Monday  
Wednesday will close Monday  
Thursday will close Monday  
Friday will close Tuesday



If a senior yardman declines a trick and it is accepted by a junior, such junior may continue to hold the position until the senior man who refused is displaced, or his trick is impaired. It is understood that any yardman having worked during any portion of the time in which a vacancy is advertised and failed to bid on same will be considered as having declined the trick.

When a yardman bids in an assignment, he must protect that assignment for at least one shift before he can give it up and take the extra board, except in an instance where he might be displaced, making it impossible to protect the assignment for at least one trick.

A yardman absent on leave during the entire posting period of an advertisement may, upon returning from leave of absence, displace on such assignment if it is bid in by a junior yardman, and that a yardman not on leave of absence during the entire period of posting an advertisement, who failed to file a bid for such vacancy, will not be permitted upon return from leave of absence to displace a junior successful applicant for such advertised vacancy.

NOTE: In other words, this will serve to confirm that a yardman on vacation is subject to the same conditions in respect to exercising his seniority as a yardman absent on leave.

### BID BUMP RULE

The following is only a synthesis of Bid-Bump Agreements in effect on various seniority districts. Agreements applicable to specific locations are controlling.

1. Yardmen bidding from one assignment to another, thereby creating a vacancy, will not be permitted to bid or bid-bump on the vacancy thus created, unless displaced from the new assignment, or the new assignment has been annulled or abolished.
2. Yardmen entitled to seniority displacement will be permitted to bump on assignments under advertisement provided, however, that there is junior employee working at that location. When this displacement right is exercised it will be considered as a bid. If not the successful applicant for the vacancy they may again exercise full displacement rights or take the extra board.

ARTICLE 8  
COMPUTING OVERTIME

A. Except as indicated below or when changing off where it is the practice to work alternately days and nights for certain periods, working through two shifts to change off, where exercising seniority rights, all time worked in excess of eight hours continuous service in a twenty-four hour period shall be paid for as overtime on a minute basis at one and one-half times the hourly rate.

In the application of this rule, the following shall govern:

1. This rule applies only to service paid on an hourly or daily basis and not to service paid on mileage or road basis.
2. A tour of duty in road service shall not be used to require payment of such overtime rate in yard service. (The term "road service", as used in this Paragraph 2, shall not apply to employees paid road rates, but governed by yard rules.)
3. Where an extra man commences work on a second shift in a twenty-four hour period he shall be paid at time and one-half for such second shift except when it is started twenty-two and one-half to twenty-four hours from the starting time of the first shift.

A twenty-four hour period, as referred to in this rule, shall be considered as commencing for the individual employee at the time he started to work on the last shift on which his basic day was paid for at the pro rata rate.

4. An extra man changing to a regular assignment or a regularly assigned man reverting to the extra list shall be paid at the pro rata rate for the first eight hours of work following such change.
5. Except as modified by other provisions of this rule, an extra employee working one shift in one grade of service and a second shift in another grade of service shall be paid time and one-half for the second shift, the same as though both shifts were in the same grade of service, except where there is another man available to perform the work at pro rata rate.

B. Employees worked more than five straight time eight-hour shifts in yard service in a work week shall be paid one and one-half times the basic straight time rate for such excess work except:

1. Where days off are being accumulated under Section 4 of Article 20;
2. When changing off where it is the practice to work alternately days and nights for certain periods;
3. When working through two shifts to change off;
4. Where exercising seniority rights from one assignment to another;
5. Where paid straight time rates under existing rules or practices for a second tour of duty in another grade or class of service.

In the event an additional day's pay at the straight time rate is paid to a yard service-employee for other service performed or started during the course of his regular tour of duty, such additional day will not be utilized in computing the five straight time eight-hour shifts referred to in this Paragraph (B).

C. There shall be no overtime on overtime; neither shall overtime hours paid for, nor time paid for at straight time for work referred to in Paragraph (B) of this Article 8, be utilized in computing the five straight time eight-hour shifts referred to in such Paragraph (B) of this Article 8, nor shall time paid for in the nature of arbitraries or special allowances such as attending court, inquests, investigations, examinations, deadheading, etc., be utilized for this purpose, except when such payments apply during assigned working hours in lieu of pay for such hours, or where such time is not included under existing rules in computations leading to overtime. Existing rules or practices regarding the basis of payment of arbitraries or special allowances such as attending court, inquests, investigations, examinations, deadheading, etc., also for calls, basic day, transfer time, stand-by time, and compensation therefore, preparatory time, starting time (except as otherwise provided in Paragraph (B)) and similar rules are not affected by the provisions of this Article.

D. Any tour of duty in road service shall not be considered in any way in connection with the application of the provisions of this Article, nor shall service under two agreements be combined in any manner in the application of this Article.

E. Continuous time will be allowed until employees reach their off-duty point.

ARTICLE 9  
EXTRA MEN: FIRST IN, FIRST OUT

A. At points where an extra board is maintained, extra helpers shall be used first in, first out, one trick at a time. The time of coming off duty on the previous trick will establish standing on board for further service.

At other points, extra helpers will hold and protect the vacancy for which deadheaded until the vacancy is terminated, except he will be returned to the extra board on any day the assignment being protected is not worked or paid for, or when he has completed five straight time shifts in his work week.

The filling of temporary vacancies is as follows:

1. First out rested switchman on extra board, who has not worked that calendar day; and does not have 5 days in.
2. Senior Yardman at point of vacancy on rest day, unless it would prevent his working his regular assignment on the following day. Point of vacancy is defined as the point where the Yardman's assignment begins its work week. (See "Note 1" below)
3. First out rested switchman on extra board with 5 days in but who has not worked that calendar day.
4. First out rested switchman on extra board without 5 days in but who has worked that calendar day.
5. First out rested switchman on extra board that has 5 days in and has worked that calendar day.
6. The Carrier may hold a Yardman over or call a Yardman in early, before proceeding to Step 7. (See "Note 2" below)
7. Dual rights Brakeman.
8. Senior Reserve Board employee with written request on file.
9. Off in force reduction employees (to be called and worked in seniority order).

Note 1: When all available men on the extra board have been used in the 24-hour period commencing at the previous midnight, before any men are used to double (except in emergencies), all vacancies shall be protected in seniority order by men who are on the assigned days off on that day, unless having marked off as not available for that day in that individual week starting Friday, with the further provision that a man will not be called on an assigned day off for

service which would prevent his working his regular assignment on a following day.

A yardman wishing to be permitted to mark off indefinitely on his assigned rest days may make written request therefore to the proper officer, following which any yardman making such a written request will not again be considered available for service on his regular rest days until he notifies the proper officer in writing of his desire to be considered available for service; any yardman not signing a request to be marked off indefinitely or indication verbally as not desiring to work a specific day or days, will stand to be used on his rest days as and when needed.

Note 2: Step 6 above is a permissive step as it is understood an employee will not have any claim to a job if he has less than eight hours to work under the Hours of Service Law.

a. In filling vacancies in yard service after having exhausted the steps provided above, and when there is no available yardman at the point who has eight hours to work, the use of a dual rights brakeman will be without a claim from a yardman. If, however, the Carrier elects to use a yardman with less than eight hours to work, the employee shall receive eight hours at the time and one-half rate, regardless of the amount of time worked.

A regularly assigned yardman who has been used off of his assignment to fill another yardman vacancy and, therefore, cannot protect his assignment for the complete eight-hour period because of the Hours of Service Law, may, at the option of the Carrier:

1. Perform no service on his own assignment and be allowed one basic day, or
2. Be utilized on his assignment for the time remaining to work under the Law, and be paid eight hours.

A regularly assigned helper who has been used off of his assignment in accordance with the rules as a foreman, pilot or herder will not be subject to the payment provided in Paragraph (1) above.

ARTICLE 10  
CALLING CREWS

A. Except at points where otherwise specifically agreed to, customary calling time of one and one-half (1.5) hours prior to the on-duty time will be recognized.

Extra yardmen who live within a radius of one mile of the designated on-duty point and who do not have a telephone or whose telephone is out of order will be called in person by a caller. Other extra yardmen will be called by telephone except that those living beyond local telephone call area will make special arrangements for being called.

When a crew caller is unable to contact yardmen for service by telephone, he will have some other responsible person verify the call in writing.

Extra yardmen not called in proper turn will be allowed one basic day and remain in the same position they held prior to being run around.

1. Multiple Runarounds — In a situation where first out qualified Extra Yardman is run around, the payment provided for in this Article will be applied for each occasion run around. If run around twice at the same time, this will be construed as two runarounds, etc.
2. Rotary Runarounds — Under the application of said rules, when Extra Yardmen are run around, only the first out qualified extra yardman will be allowed the runaround payment.

NOTE: Multiple runarounds under this Understanding is where the first out qualified Extra Yardman is runaround more than once.

Rotary runarounds under this Understanding is where more than one qualified extra yardman is runaround by the same employee.

Extra yardmen missing a call for service which they stand to protect or a call to deadhead will be placed at the bottom of the extra board at the time the assignment they missed goes to work or at time deadhead is scheduled to commence, but following any yardmen going off duty at that time.

Note: If the extra switchman misses a call, the extra switchman loses guarantee for the day.

B. Extra yardmen reporting for duty after being called and not performing service will be paid what he would have earned, less any overtime worked by the job, plus air hose coupling allowance, if paid to the crew on the job for which called (if eligible for air hose pay), and will be placed at the bottom of the extra board at the time released.

C. Foreman and Helpers. When an extra switchman misses a call for an extra assignment that is called at other times than during the periods that regular assignments go to work, he will hold his place on the extra board provided he is available for call the following period in which regular assignment go to work.

#### LAYING OFF

D. Request of switchmen to lay off will be granted when extra men are available to relieve them. The approximate time desired to be off will be indicated at time request is made.

ARTICLE 11  
GUARANTEED EXTRA BOARD

(As governed by the 1981, 1990 and 1992 Crew Consist Agreements)

A. Yardmen standing for service on the extra board for the entire week will be compensated for not less than (5) days, exclusive of personal lay-offs. Overtime, penalties, arbitraries and deadheading not to be used in computing the minimum of five (5) days. The following will be included in computing the minimum of five days:

- (1) Holiday pay
- (2) A time and one-half day (as one day)
- (3) Payment for non-use

Note: No yardman's guarantee will be offset by earnings received from working in another grade of service, e.g., extra yardman used as conductor/brakeman or engineer.

B. 1. Yardmen who are not on the extra board for the entire week will have their guarantee adjusted, as outlined below.

- a. The 5 Day Guarantee will be reduced by 1/7<sup>th</sup> for each day or portion thereof the employee is unavailable for service.
- b. Employees declaring for the yard board and marking up on the yardmen's extra board, other than on Friday will be paid a guarantee equivalent to 1/7 of the weekly guarantee for each day they are available on the extra board. Employees added to or reduced from the extra board will be paid a 1/7<sup>th</sup> guarantee for the day added to or reduced from the extra board.

Note: Employees marked to the extra board prior to 12:00pm will eligible for guarantee on that day.

- c. Employee assigned to the yardmen's extra board who lays off more than twice in the same work week forfeits the guarantee for that week, and will only receive pay for the work performed during that work week. An employee assigned to the yardmen's guaranteed extra board who lays off one day would have his guarantee reduced by 1/7; if the employee lays off two days then guarantee would be reduced by an additional 1/7.

2. The yardmen's guaranteed extra board will be regulated on Friday. To determine the number of employees to be assigned to the extra board, the total number of yard vacancies occurring during the preceding seven (7)



calendar days will be divided by five (5) to determine the lowest whole number. This number of employees will then be maintained until the next checking period even though there may be yardmen exercising seniority to the extra board.

Example: From 0001 Friday thru and including 2359 the following Thursday a total of 54 yard vacancies occurred.  $54/5$  equals 10.4. The number would be rounded down to 10, and that number of employees would be assigned to the yardmen's extra board.

3. Employees involuntarily furloughed who desire to be used for vacancies when the extra board is exhausted will properly indicate whether they wish to be called for such service. If, after indicating a desire to be called, the employee refuses a call for service, such employee will not be available for further call on that calendar day.
4. The Yardmen's extra board cannot be reduced to zero (0) if any yardman is involuntarily off-in-force reduction or on the reserve board and there is at least one yard engine assignment in that yard.
5. If an extra board yardman is cut off, as result of reducing extra board, the yardman will have an exercise of seniority in accordance with the applicable Collective Bargaining Agreements.

NOTE: An employee who displaced or reduced cannot place onto an advertised vacancy if there is no junior employee working at that location.

ARTICLE 12  
HANDLING OF DIVISION EXTRA BOARD YARDMEN

On divisions having more than one yardmen's extra board under division seniority, extra yardmen may not move from one extra board to another unless cut off in force reduction and there are junior yardmen on the desired extra board, or, unless it is necessary to increase such other extra board. Yardmen standing on one extra board will not be eligible for vacancies at another extra board point unless such service can not be protected by any yardmen at that point under applicable agreement rule

ARTICLE 13  
PROMOTION TO YARDMASTER OR ASSISTANT YARDMASTER

A. A yardman promoted to position of yardmaster or to an official position with the Company or the Organization, will continue to hold and accumulate seniority on the division, or in the yard, from which promoted. If such yardman relinquishes the yardmaster assignment or official position of his own accord he will be placed on the extra board upon returning to service as yardman until he bids in a regular assignment; otherwise he will have full seniority displacement rights.

B. Vacancies or new positions as yardmaster which are not taken by employees holding seniority as such, shall be filled by the appointment of the senior qualified yardman desiring same and holding seniority and working as such in the yard where the appointment is to be made. Relief service on existing yardmaster positions for which no one holding seniority as a yardmaster is available, will be protected in the same manner.

C. When a yardman is used as yardmaster for five consecutive days his assignment as yardman will be advertised. Upon release from such service a yardman will be granted full seniority displacement rights as yardman.

NOTE: In the event a yardman's assignment is advertised under the provisions of Article 13(C) and the yardman is released from the yardmaster's assignment to return to service as a yardman prior to the closing of the advertisement covering his former yardman's assignment, the advertisement will be cancelled and the yardman returned to the assignment he held prior to being assigned as a yardmaster.

D. A yardman shall not be declared ineligible for position of yardmaster or assistant yardmaster without first having been afforded an opportunity to qualify for the duties to be performed.

E. A yardman will not be permitted to perform service as a yardman on the same calendar day in which he has protected or will protect a known yardmaster's vacancy, or, on the off day of the yardmaster position he is protecting.

ARTICLE 14  
SELF-PROPELLED MACHINES

(From the 1964 UTU National Agreement of June 25, 1964, Section III)

Section 1. The following shall govern the manning of self-propelled vehicles or machines by yard service employees used in the maintenance, repair, construction or inspection work:

A yard conductor (foreman) will be employed on on-rail self-propelled vehicles or machines operating within general switching limits provided such machines have sufficient power to move freight cars; and, if more than two cars are handled at any one time a yard brakeman (helper) will also be employed.

This provision will not apply to the operation of self-propelled vehicles or machines in confined areas such as shop tracks, supply areas, tie yards and so forth, except that with respect to such self-propelled machines now working in the confined areas where rules or practices require the employment of a yard ground man, such rules and practices are preserved and the yard conductor's (foreman's) rate will apply to this service.

Note: In the application of the foregoing, a burro crane, locomotive crane and pile driver will be considered as "machines having sufficient power to move freight cars" when worked within the switching limits of a yard, listed as such, in the so-called May 7, 1937 Agreement and such work is performed on Company property. If more than two cars are handled at any one time, a helper will also be utilized. This does not modify the provisions of the current Yardmen's Agreement. The removal of a coupler from these machines however accomplished, or the fact cars are not moved or handled, will not eliminate the requirement that a yard pilot must be used.

The foregoing will have no affect on the incidental pilot rule, nor will it prohibit the operation of more than one crane under the control of a single yard conductor pilot.

Section 2. (Not applicable)

Section 3. Except under the conditions herein specifically prescribed, operating employees need not be used on self-propelled vehicles or machines. It should be noted in addition that this Agreement does not alter any existing rules or practices except as specifically stated herein.

Section 4. (Not reproduced)

Section 5. Nothing contained in Sections 1, 2 or 3 of this Article 14 shall be construed to require the employment of engine and train service employees where not now required.

Section 6. (Formerly Appendix No. 2)

That yard service shall be considered as consisting of:

(a) The switching of all freight and passenger equipment operating exclusively within the switching limits.

The following exception is agreed to:

(a) Switching with industrial cranes or self-propelled machines confined to restricted territory such as Roundhouse, Shop, Material and Store Department Yards, etc., is permissible when such machines are piloted by a yard man (switchman); provided, that yard crews will be used to perform all known switching in such yards during the time such cranes or self-propelled machines are not in operation; and provided self-propelled machines are not in operation; and provided further, that this handling will not operate to supplant yard engines now in service or which may be placed in service when practicable. Light moves of self-propelled machines not requiring switching do not require the service of a pilot. Moving of cars for the purpose of loading or unloading at different spots on the same track, setting first car out on another track and/or picking up first car out to permit continuing the loading or unloading will not be considered as switching.

NOTE: Local Officials and Local Representatives will determine restricted territory referred to above.

ARTICLE 15  
SENIORITY

(From Memorandum of Agreement effective December 31, 1997)

Employees will be assigned trainman/yardman seniority as follows:

A trainee will establish a seniority date on the first day of compensated service in the training and promotion program (e.g. first day of orientation) in which the employee participated and successfully completed. They will be ranked by a random drawing of names which will take place during the second week of brakeman/helper training program. Upon successful completion of the training program, the employee will be added to the brakeman, yardman, and conductor seniority rosters for the seniority district to which assigned.

Note 1: For trainees who have previously established seniority in another craft with the BNSF and are merely transferring into the trainmen/yardmen craft, said individuals will be placed ahead of the rest of their class, and ranked in order of years of service in the other crafts.

A. The right to preference of work will be governed by seniority in service.

A yardman displaced from a position for any cause will be assigned to the position for which he makes application, provided he displaces a junior.

(See Section C "PROMOTION" for the Conductor/Foreman Training Agreement)

B. REDUCTION AND INCREASE IN FORCE

1. In force reduction the youngest man in seniority will first be cut off and so on in turn according to their seniority.

When force is increased men cut off will be recalled in seniority order and will retain their original seniority date and standing provided they report for duty within thirty days from (1) date such notice is received as evidenced by return register receipt, or (2) letter is returned unclaimed to employing officer, in which latter event the date letter is postmarked at destination will establish date from which the 30-day period will run. Copy of recall notice will be furnished Local Chairman.

Cut-off men are required to keep employing officer currently informed of their address; failure to do so or failure to report for duty within the time designated in the preceding paragraph will result in forfeiture of their seniority.

## C. PROMOTION

(From the 1994 Conductor/Foreman Training Agreement)

The training program content will consist of orientation, classroom instruction and on-the-job training. The carrier will provide classrooms, supply books and develop training instruction administered by the carrier.

The training program and any intended substantial changes therein will be reviewed with Labor Relations at the request of the UTU general chairman.

### 1. Attendance and Training Schedule

A. The carrier will establish a training program schedule consisting of a maximum of six days per week of training in orientation (week 1) and five days per week of training in each week of classroom instruction. If, however, the schedule does not require attendance on a day or days of a calendar week, trainees at other than their home point will be permitted to return to their home point and back to the training point at their own expense.

B. Training days will be arranged as follows:

1. Orientation training days (week 1) will be scheduled by the Instructor.
2. Classroom instruction training days will be scheduled not to exceed nine hours, including one hour for lunch.

C. Except in cases of bona fide illness or injury, which must be verified by acceptable medical documentation, or other documented serious emergency situation, trainees must complete all scheduled days of training in each week of orientation and classroom instruction in order to meet the requirements of the training program and be eligible to establish seniority.

D. A trainee who, after starting the training program, is unable to continue due to a bona fide illness or injury, verified by acceptable medical documentation; proper leave of absence; or other documented serious emergency situation will not be regarded as having failed.

1. A trainee's failure to continue, will not serve to delay the establishment of seniority by other trainees in the class.
2. If a trainee in the Conductor/Foreman Promotion Program is unable to continue, the employee, upon return to active service, will

mark up and work as a brakeman/helper until such time as classroom instruction is available.

E. Except in the case of extreme emergency if any qualified regular or extra train/yard service employee is available, trainees will not be used in other service prior to completion of the training program.

## II. Expenses

A. If lodging and/or meals are not provided by the Carrier, trainees will be reimbursed for reasonable and necessary travel, lodging and meal expenses incurred while engaged in orientation and classroom training as follows:

1. Lodging - Trainees will be eligible for lodging provided the employee's home point exceeds a thirty (30) mile radius from the location where the training program is conducted.
2. Meals
  - a. Trainees entitled to lodging will be allowed \$33.21 per day meal allowance for each day in attendance in the orientation and classroom portions of the training program unless lunch is provided by the Carrier. If lunch is provided, meal allowance will be \$24.77/day.
  - b. Trainees not entitled to lodging will be entitled to a meal allowance of \$16.33 per day for each day in attendance in the training program unless lunch is provided by the Carrier.
  - c. Meal allowances are subject to future general wage increases. (Rates quoted are as of 1/1/11).
3. Travel
  - a. Trainees entitled to lodging will be allowed the same rate per mile generally allowed operating employees calculated by the most direct route to and from the lodging facility from the employee's home point to the location where the orientation or classroom training program is conducted.
  - b. During the on-the-job training portion of the training program, following the establishment of brakeman and helper seniority, trainees will be allowed expenses as provided for in the applicable UTU agreements.



### III. Compensation

A. Employees hired after the effective date of this agreement will be compensated based on the following weekly rates subject to future wage increases:

1. \$647.91 per week for Field Orientation (1 week) and Classroom New Hire Instruction (1 week); (rates as of 1/1/11)
2. \$923.48 per week for On-the-job Training as a brakeman/helper (6 weeks); (rates as of 1/1/11)
3. \$1,067.39 per week for all weeks in the Conductor/Foreman Promotion Program. (rates as of 1/1/11)

B. The weekly rate of pay will cover all time consumed in the training program. To receive the full rate, the trainee must be available a full six days per week in orientation training and five days in Classroom instruction training. A trainee may not be absent without permission from their designated local supervisor or classroom instructor. One seventh of the weekly training rate will be deducted for each day in the calendar week a trainee is not available (including lay off from the brakeman/helper or conductor/foreman trainee boards), provided that no deduction will be made for days on which training is not scheduled.

C. If a trainee is used in the case of emergency service as a brakeman/helper prior to completion of the Brakeman/Helper Training Program or Conductor/Foreman Promotion Program, the trainee will be compensated for service and deadhead performed in addition to the weekly rate set forth in this Agreement at the rate payable to a pre-November 1, 1985 employee. In no case will a trainee be used as a Conductor/Foreman prior to promotion to Conductor/Foreman.

### IV. Conductors and Foremen Participating in On-The-Job Training

A. When trainee(s) in on-the-job training are called to work, the trainee's ground service crew (conductor and brakeman if not conductor-only or foreman and helper) will act as field instructors training the trainee in the proper performance of the duties of a brakeman or helper when involved in the initial six weeks of on-the-job training and as a conductor/foreman when involved in the three week on-the-job training for conductor under actual working conditions. The conductor or foreman will permit the trainee to perform the functions and duties of the job, including the preparation of the required reports.

B. Conductor and foreman field instructors will be required to complete trainee progress reports as directed.

C. The presence of a trainee in on-the-job training on a conductor-only crew will not effect the conditions and restrictions of conductor-only service.

D. A conductor/foreman instructing an on-the-job trainee will receive \$23.01 in addition to other earnings. A brakeman/helper on a ground crew instructing an on-the-job trainee will receive \$18.47 in addition to other earnings. (Rates as of 1/1/11)

1. Instructor pay will not be considered a duplicate time payment and is subject to future wage increases.

2. Instructor pay will not be used to offset guarantee.

V. Training Program Format

A. Brakeman/Helper Training Program:

1 week Field Orientation: Conducted by a craft instructor. Craft instructors will be selected from applications submitted by active ground service employees to the superintendents. In the selection process for locations where there are yards, due consideration will be given to the senior engine foreman.

1 week Classroom New Hire Instruction: To include half a day session with local chairman.

6 weeks On-the-Job Training: Working as a brakeman/helper off of the brakeman/helper trainee board.

B. Conductor/Foreman Promotion Program:

1 week Classroom Conductor Instruction: Practice conductor's promotion examination (no pass/fail) at end of this week.

3 weeks On-the-job Training: Working as a conductor off of the conductor trainee board.

1 week Classroom: Promotion examination at the end of week 1. An employee who passes establishes conductor and foreman seniority in his relative standing as a brakeman/helper. An

employee who fails will receive 1 additional week of classroom instruction.

1 week Classroom: Second week immediately following the first week for an employee who failed the first attempt at the promotion examination. An employee who passes on the second attempt establishes conductor and foreman seniority in his relative standing as a brakeman/helper as though he had passed on the first attempt. An employee who fails the second attempt to pass promotion will automatically forfeit all seniority rights in train and yard service with the Carrier and be removed from train and yard service.

C. The following provisions will apply to employees hired after the effective date of this agreement:

1. A brakeman/helper trainee board will be established at the home terminal where trainees are in the first six week segment of on-the-job training as brakemen/helpers. Trainees will rotate first-in, first-out subject to the provisions of V. C. 3 below amongst themselves on a continuous basis during weeks of on-the-job training with a minimum of sixteen hours off when tied up at their home terminal between trips in through freight. A minimum of sixteen hours off will not apply when in on-the-job training in yard or assigned service, e.g. road switcher or local.

2. A conductor trainee board will be established at the home terminal where trainees are in the three week segment of on-the-job training as conductors. Trainees will rotate first-in, first-out amongst themselves on a continuous basis during weeks of on-the-job training with a minimum of sixteen hours off when tied up at their home terminal between trips in through freight. A minimum of sixteen hours off will not apply when in on-the-job training in yard or assigned service, e.g. road switcher or local.

3. In order to insure that an employee in on-the-job training as a brakeman, helper, or conductor has an opportunity to train in various positions on the seniority district, board and yard runaround provisions will not apply to employees involved in the training program.

4. During the on-the-job training portion of the training, an employee called out of the home terminal as a brakeman or conductor trainee in pool freight service may be called to train with a home terminal or away from home terminal conductor and at the away from home terminal may be called to train with the same

conductor or with an earlier conductor provided that when tied up at the away from home terminal the trainee has a minimum of 10 hours off between trips before working back with an earlier conductor.

VI. Conductor/Engine Foreman Promotion & Establishment of Seniority

A. Following the effective date of this Agreement, train service employees will be assigned brakeman, helper, foreman and conductor seniority as follows:

1. At the end of the second week of the Brakeman/Helper Training Program, employees from the Carrier's non-operating crafts will be ranked highest in potential seniority in a class of trainees based on the employees' number of years of continuous service with the carrier; followed by new employees from outside the Carrier with previous railroad experience in train and/or engine service who will be ranked amongst themselves based on each one's cumulative number of years of experience in train and/or engine service; followed by new employees from outside the Carrier with no train and/or engine service experience whose potential seniority order will be determined by drawing numbers, the trainee drawing the highest number will establish seniority ahead of the trainee drawing the next highest number and so on. Upon successfully completing the first 2 weeks of the Brakeman/Helper Training Program, employees will utilize this seniority ranking to establish brakeman and helper division and grand division seniority.

Note: Per the Memorandum of Agreement effective December 31, 1997, the language in the Conductors/Foremen Training Agreements that stated "new employees from outside the Carrier with previous railroad experience in train and/or engine service who will be ranked amongst themselves based on each one's cumulative number of years of experience in train and/or engine service" was not retained and has no application.

2. Upon successfully completing the Conductor/Foreman Promotion Program and passing the final examination, employees will be ranked in this order and establish division and grand division conductor and foreman seniority on the date of the final examination.

3. If two or more classes of trainees on the grand division commence training on the same day of the week, the craft instructors will draw numbers to establish each classes' relative

standing on the grand division roster with one entire class ranked ahead of the other(s).

B. The UTU general chairman will be provided with the name, address, social security number, home point and seniority date when an employee establishes brakeman/helper seniority. The UTU general chairman will also be provided with the name, home point and conductor's seniority date when an employee is promoted to a conductor/foreman.

C. An employee who fails to pass the conductor/foreman promotion examination on the second attempt as provided in the Conductor/Foreman Promotion Program will automatically forfeit all seniority rights in train and yard service with the Carrier and be removed from train and yard service.

### **Questions & Answers**

Q. If the employee is in classroom or orientation training at other than the home point and there is no training on a given day, what expenses will the employee receive?

A. The employee will be provided lodging and meal allowances.

Q. If a trainee is in a class-room portion of the instruction, can he be used in an emergency?

A. No.

Q. What does "grand division" mean?

A. For the purposes of this agreement, "Grand Division" seniority means Eastern/Western Lines seniority.

Q. Does Side Letter No. 6 include switchmen in connection with jury duty?

A. Yes.

Q. Section II.2.b, states that trainees will receive a meal allowance for each day in training unless lunch is provided. What constitutes the "training program" for purposes of this payment?

A. The "training program" for purposes of paying this meal allowance only refers to the week of orientation and the classroom instruction portions of the program.

Q. In Section II.3.a, to what do the words "home point" refer?

A. "Home point" refers to the location where the employee goes on duty at that point in time.

Q. Section IV.D, prescribes a payment of \$23.01 for a conductor/ foreman and \$18.47 for a brakeman/helper instructing an on the job trainee. When is that payment made in road service?

A. The \$23.01 or \$18.47 payment is payable for each one way working trip.

Q. Section V.C.3, states that board and yard runaround provisions will not apply to employees involved in the training program. Does this apply to conductor/foreman instructors?

A. No.

Section V. C. 4, states that a trainee at the away from home terminal may be called to train with the same conductor or with an earlier conductor provided that when tied up at the away from home terminal the trainee has a minimum of ten hours off between trips before working back with an earlier conductor.

Q. May the trainee work back to the home terminal prior to the required ten hours off if he works back to the home terminal with the same conductor that he was called with at the home terminal?

A. Yes.

Q. At the end of 10 hours' rest is a trainee subject to duty at any time with any conductor?

A. Yes.

## **Side Letters**

### **Side Letter No. 1**

In our meetings concerning the Memorandum of Agreement for the Brakeman/Helper Training Program and Conductor/Foreman Promotion Program we discussed the particular circumstances of employees who are in service on the effective date of this agreement who were hired after October 31, 1985 who have never had the opportunity to be promoted to conductor and who are not promoted to a locomotive engineer or currently in locomotive engineer training. In order to promote these employees to conductor/foremen the following training and promotion program is agreed upon:

## TRAINING PROGRAM FORMAT

2 weeks On-the-job Training: Working as a conductor.

1 week Classroom: Promotion examination at the end of week 1. An employee who passes establishes division and grand division conductor and foreman seniority in his relative standing on the brakeman/helper seniority roster. An employee who fails will receive 1 additional week of classroom instruction.

1 week Classroom: Second week immediately following the first week for an employee who failed the first attempt at the promotion examination. An employee who passes on the second attempt establish division and grand division conductor and foreman seniority in his relative standing as brakeman/helper as though he had passed on the first attempt. An employee who fails the second attempt to pass promotion automatically forfeits all seniority in train and yard service.

The following provisions will apply to this training and promotion program:

1. Employees will be notified at least thirty (30) days in advance of the first day of the training program.
2. Study guides will be furnished at the time of notification.
3. Employees participating in this training and promotion program will be compensated at a weekly rate of \$1,275.96 subject to future general wage increases. The weekly rate of pay will cover all time consumed in the training program. To receive the full rate, the trainee must be available a full five days per week in the classroom instruction training. A trainee may not be absent without permission from the designated local supervisor or classroom instructor. One seventh of the weekly training rate will be deducted for each day in the calendar week a trainee is not available (including lay off from the conductor trainee board), provided that no deduction will be made for days on which training is not scheduled.
4. If lodging and/or meals are not provided by the Carrier, trainees will be reimbursed for reasonable and necessary travel, lodging and meal expenses incurred while engaged in classroom training as follows:
  - a. Lodging - Trainees will be eligible for lodging provided:
    - (1) The home point of a regular employees assignment or

(2) The location of the extra board, for an extra board employee exceeds a thirty (30) mile radius from the location where the training program is conducted.

b. Meals

(1) Trainees entitled to lodging will be allowed \$33.21 per day meal allowance for each day in attendance in classroom training unless lunch is provided by the Carrier. If lunch is provided, meal allowance will be \$24.77/day.

(2) Trainees not entitled to lodging will be entitled to a meal allowance of \$16.33 per day for each day in attendance in the training program unless lunch is provided by the carrier.

(3) Meal allowances are subject to future general wage increases. (Rates quoted are as of 1/1/11)

c. Travel

(1) Trainees entitled to lodging will be allowed the same rate per mile generally allowed operating employees calculated by the most direct route to and from the lodging facility from the home point of a regular employee's assignment or extra board location to the location where the classroom training program is conducted.

(2) During the on-the-job training portion of the training program trainees will be allowed expenses as provided for in the applicable UTU agreements.

5. A conductor trainee board will be established at the home terminal where trainees are in the two week segment of on-the-job training as conductors. Trainees will rotate first-in, first-out amongst themselves on a continuous basis during weeks of on-the-job training with a minimum of sixteen hours off when tied up at their home terminal between trips in through freight. A minimum of sixteen hours off will not apply when in on-the-job training in assigned service, e.g. road switcher or local.

6. In order to insure that an employee in on-the-job training as a conductor has an opportunity to train in various positions on the seniority district, board and yard runaround provisions will not apply to employees involved in the training program.

7. During the on-the-job training portion of the training, an employee called out of the home terminal as a conductor trainee in pool freight service may be called to train with a home terminal or away from home terminal conductor and at



the away from home terminal may be called to train with the same conductor or with an earlier conductor provided that when tied up at the away from home terminal the trainee has a minimum of 10 hours off between trips before working back with an earlier conductor.

8. If a trainee is used in the case of emergency service as a brakeman/helper while participating in this training and promotion program, the employee will be compensated for service and deadhead performed in addition to the weekly rate at the rate payable to a pre-November 1, 1985 employee.

9. Employees not available to go through this training and promotion program due to a bona fide illness, authorized leave of absence, or other serious emergency situation verified by acceptable documentation; or employees who are dismissed and later reinstated, who upon return to active service, successfully pass the promotion examination at the first opportunity will establish seniority as though they had been available and had passed the examination.

### Side Letter No. 2

The following provisions prescribe how conductor/foreman seniority is established for certain employees who are currently in engineer training or have already completed engineer training and have not yet established conductor/foreman seniority.

1. An employee who became a locomotive engineer after October 31, 1985 or who is currently in engineer training who has not been promoted to a conductor/foreman will be considered as having passed conductor and foreman promotion but will not be able to exercise conductor or foreman (if not already promoted to an engine foreman) seniority until employees in his hire/promotion class are afforded the opportunity to take conductor/foreman training and promotion. At that time, the promoted engineer will not be required take the conductor promotion. examination but will be assigned conductor's seniority in relative standing based on his brakeman's seniority date.

2. Should a promoted engineer who is assigned conductor's seniority under this side letter return to ground service, he will be required to go through the first three weeks of the training program format for current employees as outlined in Side Letter No. 1 except that he will not be required to take or pass the conductor's promotion examination at the end of the third week and will, therefore, will not take the fourth week of training outlined in Side Letter No. 1. All other provisions of Side Letter No. 1 will apply to employees in this three week conductor training program.

### SIDE LETTER NO. 3

This is to confirm our understanding in connection with health care benefits for train service employees who are suspended and their dependents.

We agree that when an employee represented by your committee is suspended, the Carrier will continue to pay the premiums normally required of it to the appropriate insurance providers so that the suspended employee and his dependents may retain health care coverage during the period of the suspension to the same extent which would be so if the employee were still in service.

### SIDE LETTER NO. 4

Without diminishing any existing rules concerning ground service employees requesting additional rest at the home terminal, the following provisions will apply in through freight service:

1. A trainman in through freight tying up at home terminal, who accumulated at least eight (8) consecutive hours chargeable to the Hours of Service Law, including continuous time trips of eight hours or more, may request to have prior to his next trip fourteen hours of rest at home terminal as long as allowing additional rest will not delay trains.
2. A trainman requesting additional rest must do so to the crew technician at the time of tieup.
3. A tieup granted by the crew technician under this agreement cannot later be revoked by the employee or taken away by the Carrier and must be for 14 hours.
4. When a tieup is granted under this agreement following trainmen will without penalty be run around the trainman tying up for rest.
5. A trainman tied up for additional rest under this agreement will not be considered as having missed a call if called outside of the regular calling time for 14 hours rest

### SIDE LETTER NO. 5

In our meetings concerning the Memorandum Of Agreement for the Brakeman/Helper Training Program and Conductor/Foreman Promotion Program we discussed the possibility of paying post October 31, 1985 ground service employees on the Eastern Lines (excluding Northern & Southern Divisions) at the full rate for conductor and foreman when working as a conductor or engine foreman. We have agreed that the following will apply:

Notwithstanding the provisions of Article IV, Section 6 of the October 31, 1985 UTU National Agreement and Article IV, Section 5 of the November 1, 1991 UTU Implementing document "A" (PEB 219), employees who establish seniority subsequent to October 31, 1985, will not be covered by said articles when working as a conductor or engine foreman (foreman includes herder).

#### SIDE LETTER NO. 6

This is to confirm our understanding in connection with jury duty for train service employees.

#### ARTICLE XII - Jury Duty

(a) When a trainman 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) A trainman 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 trainman is entitled to vacation or holiday pay.

#### SIDE LETTER NO. 7

This will confirm our understanding in connection with the Brakeman/Helper Training Program that upon implementation of the Brakeman/Helper Training Program and Conductor/Foreman Promotion Program Agreement the probationary period for new ground service employees will be eight (8) calendar weeks instead of sixty (60) calendar days in order to be consistent with the format of the training program

## SIDE LETTER NO. 8

The following will confirm our understanding in connection with calling employees to attend classes provided for in the Operating Department Mandatory Rules Class Agreement and the Retraining Program Agreement:

1. The Carrier will schedule classes.
2. The Carrier's representative will schedule ground service employees no later than 10:00 p.m. the day before the class begins to attend classes on a particular date and the employee will be obligated to attend such class or secure permission to be absent. Employees will not be required to attend rules classes during their assigned vacation period nor will they be required to attend when they are already laying off or on assigned rest day.
3. Ground service employees may volunteer to attend classes as scheduled by contacting the Crew Technician.
4. All other provisions of Operating Department Mandatory Rules Class Agreement and the Retraining Program Agreement remain intact.

## Training Coordinators

1. In connection with the Brakeman and Switchman Training and Conductor and Engine Foreman Promotion Agreement dated October 18, 1994, Santa Fe may use employees represented by the United Transportation Union (CT&Y) General Committee as instructors to augment the classroom training described in the Agreement including Side Letters No. 1 and 2 done by exempt employees.
2. The carrier will determine if employees represented by the **UTU** are necessary to augment this training. If the carrier elects to use employees represented by **UTU** to augment this training, all determinations related to this use will be made by the carrier.
3. When the carrier elects to use union represented employees as instructors, the instructor positions will be advertised and union represented employees used as instructors will be selected by management from applications received.
4. Santa Fe will notify the General Chairman of the name and home terminal of each employee selected as an instructor.
5. Employees selected as instructors will only be used as instructors on their respective grand divisions.

6. When used as an instructor, an employee will be paid the greater of the combination guaranteed extra board rate or a \$5,000 per month rate for each day he is off from his regular assignment serving as an instructor, plus appropriate expenses.

7. This agreement is entered into on a without prejudice basis, and it does not establish any right whatsoever for employees represented by the UTU to any instructor position.

ARTICLE 16  
PROTECTING SERVICE AS PILOT, ENGINE HERDER OR ENGINE  
FOREMAN

Pilots, Pilot Bleeders and Engine Herders

A. Pilots, pilot bleeders and engine herders shall receive foreman's rate of pay.

B. When a pilot, pilot bleeder or engine herder assignment is worked for more than three consecutive calendar days it will be considered a regular assignment and shall be advertised under the provisions of Article 7.

C. Incidental Pilot Service

Yardmen required to perform incidental pilot service extending beyond the hours of the assignment shall receive an additional day at foreman's rate and the first-out extra man shall be allowed one day at the helper's rate.

D. Filling Vacancies of Pilot, Pilot Bleeders or Engine Herders

Extra or unassigned pilot, pilot bleeder or engine herder service, including vacancies of less than ten (10) days, will be protected on a day-to-day basis, in the following manner:

1. Where the service has a starting time within the starting time spread:

By senior qualified helper at the point who has made written request for such service, and whose assigned starting time is within the same spread of hours of the pilot, pilot bleeder or engine herder assignment to be protected.

2. Where the service has a starting time not within the starting time spread:

By senior qualified helper at the point who has made written request for such service, and whose assigned starting time is the first starting time spread following the starting time of the pilot, pilot bleeder or engine herder assignment to be protected.

3. From the controlling extra board.

E. Vacancies at Outside Points

At any outside point where there is no extra board, an extra man filling vacancies

resulting from relieving yardmen in the application of Paragraphs (d)(1) and (2) may be held for the duration thereof except he will be returned to the extra board on any day the assignment being protected is not worked or paid for, or when he has completed five straight time shifts in his work week.

F. When Vacancies for Pilot and Engine Foremen Arise At Same Time and Same Point

When vacancies exist for both foreman and pilot at the same starting time, and at the same point, the vacancy for pilot will be filled first.

G. Protecting Engine Foreman Vacancies

Engine foremen's vacancies of 10 days or less shall be protected on a day-to-day basis in the following sequence:

1. By the senior promoted helper at that point, whose starting time is within the same spread of hours as that of the trick to be protected, who has made written request for such service,
2. By the senior promoted helper assigned on the trick where the vacancy occurs,
3. From the controlling extra board, or
4. Under Sections B-1, 2 or 3 hereof.

Note: At any outside point where there is no extra board, an extra man filling vacancies resulting from relieving a foreman in the application of this rule, may be held for the duration of that one foreman's vacancy, except he will be returned to the extra board on any day the assignment being protected is not worked or paid for, or when he has completed five straight time shifts in his work week.

(A-1) When no bids are received for foremen's new positions or vacancies advertised under Article 7, the following will govern:

- (a) At points where a yard extra board is maintained:
  - (1) The junior qualified unassigned foreman working as helper or on the yardmen's extra board at the point shall be assigned; failing this,

(2) The junior qualified unassigned foreman working as helper on the seniority division, where division seniority is in effect, shall be assigned; failing this,

(3) Using the road brakemen's seniority roster, the junior qualified unassigned foreman on the seniority division, where division seniority is in effect, in road service (working as a brakeman) shall be assigned.

Provided that a vacancy created as a result of the above shall be advertised as a permanent vacancy, and at any time that a junior unassigned qualified foreman becomes available at the point, if the man assigned under (a)-(1), (a)-(2), or (a)-(3) hereof so desires, the job shall be advertised, and when filled he may exercise his full seniority rights.

(b) At points where there is no yard extra board maintained:

(1) The junior qualified unassigned foreman working as helper assigned at the point where the vacancy occurs shall be assigned; failing this,

(2) The junior qualified unassigned foreman working as helper on the seniority division, where division seniority is in effect, shall be assigned; failing this,

(3) Using the road-brakemen's seniority roster, the junior qualified unassigned foreman on the seniority division, where division seniority is in effect, in road service (working as a brakeman) shall be assigned.

Provided that a vacancy created as a result of the above shall be advertised as a permanent vacancy, and at any time that a junior unassigned qualified foreman becomes available, if the man assigned under (b)-(1), (b)-(2) or (b)-(3) hereof so desires, the job shall be advertised and when filled he may exercise his full seniority rights.

(A-2) A man assigned under 1(a)-(1), except extra board yardman, or (b)-(1) if required to lose a day shall be paid a minimum day. A man assigned under 1(a)-(2), 1(a)-(3), (b)-(2) or (b)-(3) if required to lose a day, shall be paid a minimum day or for the deadhead, whichever is greater when going to an outside point. When returning from the outside point he shall be paid for the deadhead unless he exercises seniority on another advertised vacancy.



(B-1) If the application of this Article 16(g), Sections 1 to 3 inclusive, does not provide a foreman for a vacancy of ten days or less, the junior available unassigned foreman at the point where the vacancy occurs, working in the starting time spread, shall be used.

(B-2) If no qualified unassigned foreman is available in the starting time spread at the point where the vacancy occurs, the junior available unassigned foreman working at that point shall be used.

(B-3) If no available foreman at the point, the junior qualified unassigned available foreman at the point where the extra board is maintained protecting service shall be used. A man used under this Paragraph 3, if required to lose a day from his regular assignment when going to the relief point, shall be paid for deadheading or a minimum day whichever is the greater; the same to apply when returning from the relief point.

Note: In respect to temporary vacancies, in instances where improper application of Section G is found to be made, the proper penalty will be fifty (50) miles at the yard foreman's rate, plus the difference in rate between helper and foreman, for the tour of duty.

The foregoing shall be applicable solely to the provisions of Article 16(g), 1, 2, 3 and 16(g) B-1. Insofar as 16(g) 3 is concerned, this understanding shall be applicable when one or more extra men are used on a crew.

H. A promoted helper will be permitted to make a request to work the foremanship on his own assignment only, provided a man senior to him in that spread of hours has not previously made a request to protect the vacancy.

ARTICLE 17  
ASSIGNMENT GUARANTEE

When a regularly assigned yardman is available and works the first four days of his work week and is deprived of earnings on the fifth day by reason of his job being annulled or abolished, he shall be compensated for the day not worked at the straight time rate for eight hours, provided he has no other earnings on that day. This will not supersede the Holiday Agreement.

ARTICLE 18  
ASSIGNMENT TO TEMPORARY SERVICE

Yardmen temporarily assigned to other than their regular duties shall be paid not less than their regular rates.

ARTICLE 19  
WORKING TWELVE HOURS

Regularly assigned yardmen required to work twelve hours will resume work when their rest period is up under the Hours of Service Law and their pay will begin at their established starting time.

Yardmen released under the Hours of Service Law will be allowed continuous time until they reach their off duty point.

ARTICLE 20  
FIVE-DAY WORK WEEK (ARTICLE 3, AGREEMENT "A")

(From the 1955 National Agreement, Section 1(a))

Section 1.

a. Effective December 1, 1955, each carrier, which has not heretofore done so, will establish for all classes or crafts of yard service employees covered by this Article, subject to the exceptions contained therein, a work week of forty hours consisting of five consecutive days of eight hours each with two days off in each seven, except as hereinafter provided. The foregoing work week rule is subject to all other provisions of this Article.

b. Due to the necessity of changing existing assignments to conform to the reduced work week provided for in Section 1, the Carriers will, prior to the effective date, post notices or bulletins as required by schedule, bulletin rules or practices in effect.

1. Railroads or portions thereof on which yard assignments are bulletined:

Listing the days off of regular assignments and advertising regular relief assignments.

2. (Not applicable)

3. The changes as enumerated above shall begin on the effective date of this Article, and employees may exercise seniority rights to select the assignment, or days off of their choice.

4. After assignments as referred to in Section 1(b)(1) and Section 1(b)(2)(a) have been made changes thereafter shall be made in accordance with schedule, bulletin rules or practices in effect.

Section 2.

The term "work week" for regularly assigned employees shall mean a week beginning on the first day on which the assignment is bulletined to work, and for extra or unassigned employees shall mean a period of seven consecutive days starting with Friday.

### Section 3.

a. When service is required by a carrier on days off of regular assignments it may be performed by other regular assignments, by regular relief assignments, by a combination of regular and regular relief assignments, or by extra employees when not protected in the foregoing manner. (This does not disturb rules or practices on roads involving the use of emergency men or unassigned employees.) Where regular relief assignments are established, they shall, except as otherwise provided in this agreement, have five consecutive days of work, designated days of service, and definite starting times on each shift within the time periods specified in the starting time rules.

They may on different days, however, have different starting times within the periods specified in the starting time rules, and have different points for going on and off duty within the same seniority district which shall be the same as those of the employee or employees they are relieving, except that in a seniority district having more than one extra board, such relief assignments as are established will be manned from the territory allotted to a particular extra board.

b. Where regular relief assignments cannot be established for five consecutive days on the same shift within the time periods specified in the starting time rules, as provided for in Section 3(a), such assignments may be established for five consecutive days with different starting times on different shifts on different days, within the time periods specified in the starting time rules, and on different days may have different points for going on and off duty in the same seniority district which shall be the same as those of the employee or employees they are relieving, except that in a seniority district having more than one extra board, such relief assignments as are established will be manned from the territory allotted to a particular extra board.

c. After the starting times and days of service have been established, changes therein may be made only in accordance with schedule or bulletin rules.

d. Rules providing for assignments of crews "for a fixed period of time which shall be the same hours daily" will be relaxed only to the extent provided in (a) and (b) of this Section 3.

e. Regular relief assignments for yard crews will be established for the crew as a unit, except in yards operating under strict seniority or mark-up rules. However, if an operational problem exists or arises which makes it impracticable to relieve regular or regular relief crews as a unit, or if either of the parties on a property desires, the designated days off need not be

the same for individual members of a crew.

When individual reliefs are established they shall be bulletined either as foreman or helper or a combination of foreman or helper to provide all days in a relief assignment as nearly as possible within the same starting time spread.

Representatives of the carrier and of the employees will cooperate in designating days off of individual members of a crew.

Note: It is recognized in the application of the foregoing that the nature of the work on certain assignments will require that some member or members of the crew have knowledge of the work of the assignment and that this will be considered one of the operational problems.

f. Except as otherwise provided for in this Section 3, regular relief assignments shall be established in conformity with rules in agreements or practices in effect on individual properties governing starting times and bulletining of assignments, and when so established may be changed thereafter only in accordance with schedule and bulletin rules.

#### Section 4.

At points where it is not practicable to grant two consecutive days off in a work week to regularly assigned or regular relief employees, agreements may be made on the individual properties to provide for the accumulation of days off over a period not to exceed five consecutive weeks.

If the carrier contends it is not practicable to grant two consecutive days off to a regularly assigned or regular relief employee and that it is necessary to establish non-consecutive days off, representatives of the carrier and representatives of the employees will confer and endeavor to agree upon accumulation of days off or the establishment of non-consecutive days off. If such representatives fail to agree, the carrier may nevertheless establish non-consecutive days off, subject to the right of the employees to process the dispute as a grievance or claim under the rules agreements, and in such proceedings the burden will be on the carrier to prove that it was not practicable to grant two consecutive days off.

#### Section 5. (Not applicable)

#### Section 6.

Extra or unassigned employees may work any five days in a work week and their days off need not be consecutive.

## Section 7.

- a. In event a regular or regular relief job or assignment is annulled for one day or more, the yard service employee or employees holding the job or assignment may exercise their seniority in accordance with rules in effect on the property.
- b. Any yard service employee or employees who because of their seniority standing, or for other reasons, are unable to place themselves on a regular job or assignment on the day or days their job assignment is annulled, will revert to the extra board and be placed thereon, in addition to the men then on the extra board, in accordance with rules in effect on the property.
- c. In event a regular or regular relief job or assignment is annulled for one day or more and any or all of the displaced yard service employees are unable to displace an employee or employees with lesser seniority on such day or days, thereby being deprived of working one or more of the five days of the job or assignment, such yard service employee or employees, if they so desire, shall be placed on the extra board in addition to the men then on the board so as to be available for work on the sixth and/or seventh day of the work week to provide them an opportunity to work five straight time shifts during the work week, provided: (1) that such yard service employees endeavored to exercise their seniority as provided in Paragraphs (a) and (b) of this Section 7, (2) that such yard service employees are used from the extra board in accordance with rules in effect on the property and (3) that such service for the first eight hours on such sixth and/or seventh days will be paid for at straight time rates, until such employee or employees have worked five straight time shifts in that work week, any service in excess of eight hours on such days to be paid for under the overtime rules.

## Section 8.

Existing rules which relate to the payment of daily overtime for regular yardmen and practices thereunder are not changed hereby and shall be understood to apply to regular relief men, except that work performed by regular relief men on assignments which conform with the provision of Section 3 shall be paid for at the straight time rate.

## Section 9.

(Canceled by National Agreement of December 16, 1953.)



Section 10.

Existing weekly or monthly guarantees producing more than five days per week shall be modified to provide for a guarantee of five days per week. Nothing in this Article shall be construed to create a guarantee where none now exists.

Section 11.

a. All regular or regular relief assignments for yard service employees shall be for five (5) consecutive calendar days per week of not less than eight (8) consecutive hours per day, except as otherwise provided in this Article.

b-1. An employee on a regular or regular relief assignment for yard service who takes another regular or regular relief assignment in yard service, or selects another "days off" period on a strict seniority or mark-up board in yard service, will be permitted to go on the assignment or "days off" period of his choice, and will take the conditions of that assignment or "days off" period, but will not be permitted to work more than five (5) straight time eight-hour shifts, as referred to in paragraph (d) of this Section, in the work week of the assignment or "days off" period which he had at the time he made his choice; provided, however, that if the foregoing would not permit such employee to work one or more days of the assignment of his choice and if there is no extra man available who could be used to perform the work on those days, he may be used to work those days at the straight time rate.

b-2. To avoid loss of time for men making seniority moves from one regular or regular relief assignment in yard service to another regular or regular relief assignment in yard service, an employee on a regular or regular relief assignment in yard service who takes another regular or regular relief assignment in yard service will be permitted to go to the assignment of his choice and will take the conditions of his new assignment of his choice. Time worked in excess of five days as a result of this change of assignments will be paid for at the pro rata rate.

c. An employee on a yard extra board who takes a regular or regular relief assignment in yard service will be permitted to go on the assignment of his choice and will take the conditions of that assignment.

An employee on a regular or regular relief assignment who goes on an extra board will take the conditions attached to the extra board, but will not be permitted to work more than five straight time eight-hour shifts, as referred to in Paragraph (d) of this Section, in the work week starting with the Friday in which the change is made.

(Changed from "Monday" to "Friday")

d. Except as provided in Paragraphs (b) and (c) of this Section, employees, regular or extra, will not be permitted to work more than five straight time eight-hour shifts in yard service (excluding the exceptions from the computations provided for in Article 8(b) and (c) in a work week, unless the extra board has been exhausted and the exigencies of the service require the use of additional men, in which event senior available employees in the class in which the vacancy occurs shall be used in accordance with applicable rules or practices in effect on individual properties.

#### Section 12.

a. Where reference is made in this Article to the term "yard service" it shall be understood to have reference to service performed by employees governed by yard rules and yard conditions.

b. Section 3(e) and Section 5 of this Article shall apply to pilots, engine herders, skatemen and bleeders, but shall not apply to:

Car Retarder Operators  
Hump Motor Car Operators (Chauffeurs)  
Levermen  
Switchtenders (sometimes classified as Switchmen)

c. None of the provisions of this Article relating to starting time shall be applicable to any classification of employees included within the scope of this Article which is not now subject to starting time rules.

#### Section 13.

Existing rules and practices, including those relating to the establishment of regular assignments, the establishment and regulation of extra boards, the operation of working lists or "mark-up boards", etc. shall be changed or eliminated to conform to the provisions of this Article in order to implement the operation of the reduced work week on a straight time basis.

#### Section 14.

The parties hereto having in mind conditions which exist or may arise on individual carriers in the application of the five-day work week agree that the duly authorized representative (General Chairman) of the employees party to this agreement, and the officer designated by the carrier, may enter into additional written understandings to implement the purposes of this Article, provided that such understandings shall not be inconsistent with this Article.

ARTICLE 21  
DIVISION AND POINT SENIORITY ROSTER

A. Yardmen employed in one yard shall not have precedence over yardmen employed in another yard.

(Article 21 retained but not reproduced)

ARTICLE 22  
COUPLING HOSE, CHAINING CAR, AIR TEST, ETD/ETMs

A. Yardmen will not be required to couple or uncouple steam hose on passenger equipment, or to chain or unchain cars on repair track, or to unchain cars arriving in trains at yards where car repairers or inspectors are employed; but nothing herein will relieve yardmen from chaining cars, the couplers of which have been pulled out while being handled by them.

B. When yardmen are required to couple and/or uncouple air hose subject to the exceptions listed below, and/or make a car-to-car air test, each member of the ground crew will be paid an allowance of \$6.60 regardless of which member or members of the crew perform the work; this allowance to be paid only once to a crew in the event the work is performed on more than one occasion during the day's work. The exceptions under which this allowance is not applicable and will not be paid are when yardmen are required to couple or uncouple air hose as follows:

- (i) Between engine and train
- (ii) Between caboose and train
- (iii) Between engine and caboose
- (iv) Between cars when cutting or coupling up at crossings

It is further agreed that yardmen shall not be required to perform this work on cars other than those handled or to be handled by the engine with which they are working. The allowance specified herein shall be paid separate and apart from the work day and shall not be considered in arriving at overtime rate.

It is further understood that yardmen will not be required to couple and/or uncouple air hose for other yard crews and they will not be required to couple and/or uncouple air hose for road crews in any manner.

Note: Any employee hired post October 31, 1985 is not eligible for air coupling payment as established in the 1985 National Agreement, Article IV, Section 5 — Duplicate Time Payments)

C. HANDLING ETDs/ETMs

1. When a yardman with a ground service seniority date prior to January 1, 1995, is a member of a ground service yard crew that handles one or more ETDs/ETMs during a tour of duty, that employee will be paid one hour at the appropriate rate of pay.

2. For purposes of this agreement, appropriate rate of pay, is the rate of pay that is currently being paid for handling ETDs/ETMs (Code 34).
3. Ground service employees with ground service seniority dates on or after January 1, 1995 are not eligible for this payment.

ARTICLE 23  
DEADHEADING

A. Yardmen deadheaded on orders will be paid miles or hours whichever is greater, at the foreman's or helper's rate according to the service deadheaded to or from. If the deadhead trip under this rule is such that the trip must be paid for on a time-consumed basis, payment will be made at the pro rata hourly rate. If the actual mileage deadhead is less than 100 miles and service is not started within 24 hours from the starting time of the deadhead trip, 100 miles will be allowed for the deadhead. Rail mileage will be allowed for the deadheading. Deadheading not to be coupled with any other service.

B. When a yardman is authorized to use his own automobile for deadheading, he shall be allowed the same rate per mile generally allowed other employees for use of his automobile for the highway mileage traveled, station to station. Payment for the deadhead trip will be allowed under Paragraph (a) or (b) of this Article.

ARTICLE 24  
WORKING OUTSIDE OF SWITCHING LIMITS

A. Where regularly assigned to perform service within switching limits, yard crews shall not be used in road service except in case of emergency. Emergency is defined as wreck, washout or other unforeseen occurrence, involving loss of life, injury to person or damage to property. In these circumstances, when no road crew is available, a yard crew on duty may be used to alleviate the emergency and when so used in road service shall be paid miles or hours, whichever is greater with a minimum of one hour, at yard rates in addition to regular yard pay and without any deduction therefrom for the time consumed in said service.

B. COMBINATION ROAD-YARD SERVICE ZONES

(From the 1985 National Agreement, Article VIII)

1. Yard Crews may perform the following work outside of switching limits without additional compensation except as provided below:

(a) Bring disabled train or train whose crews have tied up under the Hours of Service Law from location up to 25 miles outside of switching limits.

(b) Complete the work that would normally be handled by the crews of trains that have been disabled or tied up under the Hours of Service Law and are being brought into the terminal by those yard crews. This paragraph does not apply to work train or wrecking service.

Note: For performing the service provided in (a) and (b) above, yard crews shall be paid miles or hours, whichever is the greater, with the minimum of one (1) hour for the class of service performed (except where existing agreements require payment at yard rates) for all time consumed outside switching limits. Such payments are limited to employees whose seniority date in a craft covered by this Agreement precedes the date of this Agreement and is not subject to general or other wage increases.

(c) Perform service to customers up to 20 miles outside switching limits provided such service does not result in the elimination of a road crew or crews in the territory. The use of a yard crew in accordance with this paragraph will not be construed as giving yard crews exclusive rights to such work. This paragraph does not contemplate the use of yard crews to perform work train or

wrecking service outside switching limits.

(d) Nothing in the Article will serve to prevent or affect in any way a carrier's right to extend switching limits in accordance with applicable agreements. However, the distances prescribed in this Article shall continue to be measured from switching limits as they existed as of August 25, 1978, except by mutual agreement.

(e) Yard crews may perform hostling work without additional pay or penalty.

For the purpose of applying Paragraph (B) of this Article 24, combination road-yard service zones are listed below:

COMBINATION ROAD-YARD SERVICE ZONES

(e) For the purpose of applying Paragraphs (b) and (c) of this Article 24, combination road-yard service zones are listed below:

<u>STATION</u>	<u>DISTRICT</u>	<u>20-MILE LIMIT</u>	<u>25-MILE</u>
<u>LIMIT</u>			
<u>CHICAGO TERMINAL DIVISION</u>			
Corwith	First	MP 28.19	MP 33.19
<u>ILLINOIS DIVISION</u>			
Corwith	First	MP 28.19	MP 33.19
Fort Madison	Second	MP 212.02	MP 207.02
	Third	MP 258.18	MP 263.18
Argentine	Fourth	MP 425.00	MP 420.00
<u>EASTERN DIVISION</u>			
Topeka	First (E)	MP 29.69	MP 24.69
Topeka	First (W)	MP 72.53	MP 77.53
Emporia	First (E)	MP 90.34	MP 85.34
Emporia	First (W)	MP 137.1	MP 142.1
Emporia	Second	MP 88.98	MP 83.97
Emporia	Fourth	MP 137.1	MP 142.1
Wellington	Fourth	MP 247.62	MP 242.62
Kansas City	Second	MP 27.97	MP 32.97
Kansas City	First	MP 14.15	MP 19.15



MIDDLE DIVISION

Emporia	First	MP 137.1	MP 142.1
Sand Creek	First	MP 163.0	MP 158.0
Sand Creek	Second	MP 209.0	MP 214.0
Sand Creek	Third	MP 208.2	MP 213.2
Wichita	Third (E)	MP 196.0	MP 191.0
Wellington	Fourth	MP 216.1	MP 211.1
Arkansas City	Third	MP 241.1	MP 236.1
Arkansas City	Oklahoma	MP 286.3	MP 291.3
Oklahoma City	Oklahoma (W)	MP 414.4	MP 419.4
Oklahoma City	Oklahoma (CRIP)	MP 467.0	MP 462.0

KANSAS CITY DIVISION

Argentine	Second (Eastern)	MP 29.0	MP 34.0
Argentine	First (Eastern)	MP 15.6	MP 20.6
Argentine	Fourth (Illinois)	MP 425.0	MP 420.0

COLORADO DIVISION

La Junta	Pueblo	MP 576.87	MP 581.87
La Junta	First	MP 532.15	MP 527.15
La Junta	Second	MP 576.42	MP 581.42
Pueblo	Pueblo	MP 594.90	MP 589.99
Pueblo	Denver (S)	MP 628.23	MP 624.23
Pueblo	Denver (N)	MP 105.77	MP 110.77
Pueblo	Canon City	MP 143.95	MP 148.95
Albuquerque	Fourth	MP 876.99	MP 871.99

PLAINS DIVISION

Amarillo	Second	MP 518.5	MP 523.5
Amarillo	Third	MP 580.35	MP 585.35
Amarillo	Plainview	MP 580.35	MP 585.37
Amarillo	Dumas	MP 23.0	MP 28.0
Wellington	First	MP 260.29	MP 265.29
Lubbock	Fourth	MP 66.11	MP 61.11
Lubbock	Fourth	MP 699.24	MP 704.24
Lubbock	Seagraves	MP 25.0	MP 30.0
Lubbock	Lehman	MP 18.84	MP 23.84
Lubbock	Crosbyton	MP 23.57	MP 28.57
Lubbock	Plainview	MP 650.83	MP 645.83
Slaton	Fifth	MP 712.33	MP 717.33
Slaton	Lamesa	MP 22.0	MP 27.0
Sweetwater	Fifth	MP 772.21	MP 767.21
Sweetwater	Sayard	MP 616.84	MP 611.84
Sweetwater	Sayard	MP 662.83	MP 667.33

NEW MEXICO DIVISION

Belen	Belen	MP 38.63	MP 43.63
Belen	First (AQ)	MP 911.37	MP 906.37
Belen	El Paso	MP 954.95	MP 959.95
Belen	First	MP 873.0	MP 868.0
El Paso	El Paso	MP 1149.94	MP 1144.94
Albuquerque	El Paso	MP 925.56	MP 930.56
Albuquerque	Fourth (Colo)	MP 876.9	MP 871.9
Clovis	Third (Plains)	MP 634.69	MP 629.69
Clovis	First	MP 679.51	MP 684.51
Clovis	Carlsbad	MP 23.0	MP 28.0

C. INCIDENTAL WORK

Yard employees in ground service and qualified engine service employees may perform the following items of work in connection with their own assignments without additional compensation:

1. Handle switches
2. Move, turn and spot locomotives and cabooses
3. Supply locomotives and cabooses except for heavy equipment and supplies generally placed on locomotive and cabooses by employees of other crafts.
4. Inspect cars
5. Start or shutdown locomotives
6. Bleed cars to be handled
7. Make walking and rear-end air tests
8. Prepare reports while under pay
9. Use communication devices; copy and handle train orders, clearances and/or other messages.
10. Any duties formerly performed by firemen

## D. ROAD/YARD WORK

### Section 1

(a) Pursuant to the new road/yard provisions contained in the recommendations of Presidential Emergency Board No. 219, as clarified, a road crew may perform in connection with its own train without additional compensation one move in addition to those permitted by previous agreements at each of the (a) initial terminal, (b) intermediate points, and (c) final terminal. Each of the moves - those previously allowed plus the new ones - may be any one of those prescribed by the Presidential Emergency Board: Pick-ups, Set-outs, getting or leaving the train on Multiple tracks, interchanging with foreign railroads, transferring cars within a switching limit, and spotting and pulling cars at industries.

(b) The switching allowances referred to in Article VIII, Section 1(d) of the October 31, 1985 Agreement shall continue with respect to employees whose seniority date in a craft covered by this Implementing Document precedes October 31, 1985 and such allowances are not subject to general or other wage increases.

(c) The crew of an over-the-road solid run-through train may perform one move as prescribed, in addition to delivering and/or receiving their train in interchange.

## E. Yard Crews Not On Duty

(a) Road crews, other than conductor-only crews, may perform any yard service at yards where yard crews are not employed.

(b) At points where a yard crew or yard crews are employed, the starting time of the first yard crew assignment shall begin a twelve-hour period (herein called the first twelve-hour period) within which road crews may not perform yard service. Road crews, other than conductor-only crews, may be required to perform any yard service during a second twelve-hour period beginning at the expiration of the first twelve-hour period provided yard crew assignments are not assigned to start or terminate during such second twelve-hour period.

ARTICLE 25  
SWITCHING LIMITS

(From the 1972 National Agreement)

A. The employees involved, and the carriers represented by the National Carriers' Conference Committee, being desirous of cooperating in order to meet conditions on the various properties to the end that efficient and adequate switching service may be provided and industrial development facilitated, adopt the following:

B. Where an individual carrier not now having the right to change existing switching limits where yard crews are employed, considers it advisable to change the same, it shall give notice in writing to the General Chairman or General Chairmen of such intention, whereupon the carrier and the General Chairman or General Chairmen shall, within 30 days, endeavor to negotiate an understanding.

In the event the carrier and the General Chairman or General Chairmen cannot agree on the matter, the dispute shall be submitted to arbitration as provided for in the Railway Labor Act, as amended, within 60 days following date of last conference. The decision of the Arbitration Board will be made within 30 days thereafter. The award of the Board shall be final and binding on the parties and shall become effective thereafter upon seven days' notice by the carrier.

C. Language retained, but not applicable.

D. This Agreement shall in no way affect the changing of yard or switching limits at points where no yard crews are employed.

E. Language retained, but not applicable.

ARTICLE 26  
MEAL PERIODS

A. Yard crews will be provided suitable lunchroom facilities.

Yard crews will be allowed twenty minutes for lunch between four and one-half and six hours after starting work, without deduction in pay.

B. The lunch period must be started between four (4) hours and thirty (30) minutes and five (5) hours and forty (40) minutes. This applies to both the first and second lunch periods.

C. Yardmen required to double through two shifts will be allowed a reasonable time to eat before starting second shift.

D. In addition to the above, by Letter of Understanding dated October 15, 2005, it was agreed:

We agreed that Article 26 of the current agreement provides that yardmen are entitled to a 20 minute meal period between 4' and six hours. If this first meal period is not allowed, the yardman is entitled to payment of 6 miles. The yardman then should be afforded a meal period to be started no later than the beginning of the 7<sup>th</sup> hour. If this meal period is likewise not afforded, the yardman is entitled to payment of an additional 6 miles. At this point, the yardman must specifically request a meal period. If the meal period is denied, the yardman must identify when the meal period was requested and the name of the individual who denied the request. Then, if the yardman is not afforded a meal period to commence before the beginning of the 10<sup>th</sup> hour, an additional 50 miles shall be allowed. In addition, in the event BNSF disputes the information provided by the yardman, the declination must identify who either granted a request for a meal period or instructed the yardman to observe a meal period, when the request/instruction occurred, and the site of the eating location. Notwithstanding the foregoing, yardmen will not be considered as waiving their meal period, and shall be allowed a meal period as soon as operationally possible.

It was further understood that yardmen making claim under this provision must show that an appropriate eating location was available within the identified time parameters. We agreed that a "proper eating location" would be a location that contemplates a lunchroom, restaurant or other location that allows the crew to get off the locomotive, sit down and consume a meal, including, but not limited to, the on/off duty location. Notwithstanding the foregoing, yardmen on duty for 10 hours or more, who have not been afforded a meal period, shall be allowed a meal period as soon as operationally possible upon arrival at the on/off duty location.

Further, we agreed that this meal period provision will not affect those employees governed by the Kansas City Consolidated Yard Agreement.

ARTICLE 27  
RECORDS

Local Chairman or Acting Local Chairman will be allowed to review records of crew clerks upon request.

ARTICLE 28  
INVESTIGATIONS AND DISCIPLINE

A. A yardman shall not be dismissed from the service of the Company or otherwise disciplined without a formal investigation unless such yardman shall accept discipline by record in writing and waive formal investigation.

Formal investigation(s) will not be scheduled account of a personal injury(s) of an employee(s) unless the Carrier's normal preliminary investigation develops a substantial reason to believe that a violation of a specific operating or safety rule may have occurred which caused such injury. Discipline will not be assessed unless the Carrier proves at the investigation a clear violation of a specific rule by the individual. This does not modify or abrogate the employee's right to accept discipline by record in writing and waive formal investigation.

(From Memorandum of Agreement dated November 10, 1997)

Investigations will be held promptly but in any event not later than thirty (30) days from the date of occurrence of the incident to be investigated, except when the yardman, his representative or material witness is unable to attend an investigation because of sickness or injury or the principal is in custody, the investigation may be deferred until such time as the yardman, his representative or material witness is able to attend the investigation.

In cases involving theft or immoral conduct the time limit provision of this Article will not apply; however, the most recent case coming to Management's attention, will form the charge for the investigation.

Pending formal investigation, a yardman may be suspended in instances when, if permitted to work, it is apparent that he would be a hazard to himself or his fellow employees.

B. The investigation shall be conducted by an official of the Company, and the yardman whose case is to be investigated may be assisted at such investigation by one or more employees of his choice, only one of whom may interrogate witnesses.

C. Prior to the investigation the yardman or yardmen involved will be notified of the charges or of the case to be investigated sufficiently in advance of the time set for investigation to allow reasonable opportunity to secure the presence of necessary witnesses and representatives. In fixing hours at which investigation shall be held, due consideration of the need for rest by yardmen will be given by the Company's officers.

D. Unless otherwise agreed to, all yardmen involved in an investigation shall be present thereat. All witnesses shall, after giving testimony, remain during the



continuance of the investigation, unless excused. No one except Company officials, representatives of employees under investigation, and representatives of the Interstate Commerce Commission or state railroad commissions or state corporation commissions will be permitted to interrogate any yardman involved or any witness or otherwise take part in the investigation.

E. A yardman disciplined as a result of a formal investigation shall be informed of that fact within thirty (30) days after the investigation is completed, unless a longer time limit is mutually agreed to in specific cases.

F. If the decision as rendered by the Company is not satisfactory, the right of appeal from local to general officers will be duly recognized, and shall be governed by the Time Limit rule involving discipline matters, as follows:

1.(a) When discipline has been assessed as a result of a formal investigation and the decision as rendered by the Company is not satisfactory to the employee, an appeal may be taken from that decision. The affected employee or his representative must make the appeal in writing to the General Manager within sixty (60) days from the date of advice of the assessment of discipline to the employee.

(b) If the appeal is to be denied by the General Manager, he must within thirty (30) days from date of such appeal, notify the employee and his representative, in writing, the appeal is denied.

(c) If the decision is not satisfactory to the affected employee or his representative, a request for conference may be initiated within thirty (30) days from the date of the decision of the General Manager or appeal the claim within sixty (60) days to the highest designated Carrier Officer of appeal for cases involving discipline.

(d) (1) When a conference is held with the designated Carrier Officer, the sixty (60) day period for appeal to the highest designated Carrier Officer will start running as of the date the General Manager advises the employee and his representative in writing, the result of the conference.

(2) If the appeal is to be denied by the highest designated Carrier Officer, they must notify the General Chairman, in writing, within sixty (60) days of the date of the appeal, giving the reasons for such declination.

(3) Decision by the highest designated Carrier Officer shall be final and binding unless within eighteen (18) months from the date of said officers' written decision such claim is disposed of on the property or proceedings for the final disposition of the claim are instituted by the employee or his duly authorized representative and

such officer is so notified. It is understood, however, that the parties may, by agreement, in any particular case, extend the eighteen (18) month period herein referred to.

(4) If the decision of the highest designated Carrier Officer is not satisfactory, the General Chairman must request a conference with respect to the specific claim within the eighteen (18) month period referred to in Paragraph (3). If the General Chairman requests in writing a conference within sixty (60) days of the date of the written decision of the highest designated Carrier Officer, the eighteen (18) month period shall not commence until the date of the written decision of such conference has been rendered.

(5) With respect to appeals involving an employee held out of service in discipline cases, the original notice of request for reinstatement with pay for time lost shall be sufficient.

(6) If there is a failure to comply with the time limit provisions of this agreement by either party, the matter shall be considered closed, and settled accordingly, but this shall not be considered as precedent or waiver of the contentions of either party for the handling of other similar discipline cases.

(7) This agreement will not apply to requests for reinstatement on a leniency basis.

(8) This agreement shall supercede all prior agreements, understandings or practices with respect to progression of claims and/or appeals involving matters of discipline.

G. If the final decision decrees that charges against the yardman were not sustained, the record shall be cleared of the charge; if the final decision decrees that the yardman was unjustly dismissed after the investigation, he shall be reinstated and paid for all time lost.

H. No yardman dismissed from the service will be reinstated after being out of service six months from date of dismissal unless such action is concurred to by the General Chairman.

I. The following is agreed to as a principle to govern for yardmen required to attend formal investigations by the Company:

(1) Except as provided in Section 2(a) hereof, yardmen disciplined shall not be compensated for attending investigations unless discipline is found to be unjust and cancelled.

(2) Yardmen not disciplined and who are required by the Company to deadhead to or from the point where an investigation is held, will be compensated for loss of earnings or for deadheading, whichever is greater.

(a) Yardmen disciplined by reprimand or demerit marks only, and who are required to deadhead to or from the place where the investigation is held, shall be compensated for the actual miles so deadheaded at the applicable deadhead rate.

(b) Conductors, Trainmen or Yardmen who attend investigations at the request of the Company and are not disciplined and who suffer no loss in earnings as a result of such attendance, will be paid on the minute basis at one-eighth ( $1/8^{\text{th}}$ ) of the daily rate applicable to the last service performed, for the actual time required to be in attendance at the investigation, the time to be computed from the time required to report for the investigation until released therefrom with a minimum of three (3) hours.

(c) Loss of earnings as provided in Paragraph (1)(2) shall be determined on the following basis for employees covered by this agreement:

(1) If assigned to regular tricks, lost earnings shall be the earnings of their assignment on days not permitted to work thereon.

(2) Extra yardmen required to attend a formal investigation and who become first out during the time they are held for the investigation shall be marked at the foot of the extra board and paid a minimum day at the foreman's or helper's rate according to the last previous yardman's service performed, for each calendar day or portion thereof held for investigation.

(3) Employees eligible for emergency service in higher grades shall not be available therefore while attending investigations, and lost earnings shall be calculated solely as provided herein.

ARTICLE 29  
ATTENDING COURT OR INQUEST

A. Yardmen attending court, coroner's inquest, or giving depositions at request of an official of the Company will be paid at the same rates they would have been entitled to had they remained on their runs, with a minimum of 100 miles per day and their legitimate expenses, if away from their home station. Extra men will be paid 100 miles per day, and in addition thereto, their legitimate expenses for such service.

B. Yardmen instructed by the Carrier to attend a meeting or confer with Carrier Representatives while off duty, which requires yardmen to leave their residence, will be paid actual time consumed in said meeting with a minimum of four (4) hours pro rata at the rate of last service performed. Yardmen required to attend such meetings or conferences at other than their terminal requiring deadhead will be paid deadhead, at the rate of last service performed, from their terminal to the meeting point and return, plus legitimate expenses. Attendance at rules classes and formal investigations is not covered by this rule.

C. Jury Duty (From the 1994 Conductor/Foreman Training Agreement)

When a trainman 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) A trainman must furnish the carrier with a statement form 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 trainman is entitled to vacation or holiday pay.

ARTICLE 30  
LEAVE OF ABSENCE

A. Other than as covered in Sections (B), (C) and (D) of this Article 30, leave of absence will not be granted for more than ninety days except in case of sickness or injury the Carrier will, upon written request supported by doctor's recommendation, grant yardman leave of absence and extend such leave until yardman is released by doctor.

B. Yardmen accepting an elective or appointive position with a State Commission or the Interstate Commerce Commission or engaging in UTU Committee or Legislative work including Local, General or Grand Lodge officers, will, upon request, describing the nature of their work, be granted leave of absence by letter for period so employed, including a 30-day separation period prior and subsequent to duration of assignment.

It is further agreed, subject to approval of the General Chairman and the General Manager, the same privilege will be granted to yardmen elected to City, County, State and Federal offices.

It is mutually understood that, for record purposes, after leave of absence has been granted by letter as set forth in the foregoing, regular leave of absence form will be provided by the Carrier and signed by the employee.

C. EDUCATIONAL LEAVE

(1) Subject to the approval of the parties, an employee having at least three (3) years seniority, will be granted an educational leave of absence for a specific school term, not to exceed one year per request. Said leave must be to attend a school that is a recognized institution of higher learning (university, college, junior college, nursing or technical school offering college credit).

(2) Recipient of educational leave of absence is obligated to attend the school named in the application and to maintain his good standing with United Transportation Union, as uniformly required, for the duration of the leave.

(3) If the recipient wishes to mark up and work before his leave is due to expire, he may do so; however, this will terminate his leave and he shall not be granted another educational leave of absence for a period of ninety (90) days from termination of leave and subsequent educational leave would be subject to the provisions of Paragraph (1) hereof.

(4) An employee, having the seniority required in Paragraph (1) above, cut off in force reduction and having enrolled with or attending a recognized school, as set forth in Paragraph (1) hereof, shall, upon recall, be granted a leave for the remainder of paid school term, if requested.

D. LAY OFF ACCOUNT ILLNESS OR INJURY

In a lay off of ten days or less duration account illness or injury, verbal contact will be made with Carrier's designated representative. When lay off is to exceed ten days, account illness or injury, a doctor's recommendation must be presented on an employee's behalf within the following ten day period, to avoid being subject to absence without leave, indicating the inability of the employee to perform his normal duties in which case no formal leave of absence will be required to cover the period of time contained in the doctor's recommendation. An employee confined to a hospital will not need such recommendation to cover this period of confinement, but after release from the hospital will present either a recommendation indicating ability to return to unrestricted service or provide on his behalf a recommendation from his attending physician to remain off duty for an approximate period of time, which period need not be covered by formal leave of absence, but must be presented on his behalf within the period specified. Any doctor's letter of recommendation which does not contain a specific period of time will be limited to 45 days from date of issuance.

In each instance when, in the attending physician's opinion, an employee is unable to return to unrestricted service, another commendation must be presented on behalf of the employee prior to the expiration of the period of time covered by the prior recommendation. Failing to do so will subject the employee to being considered absent without leave. During this period(s) of time, employee is forbidden from engaging in outside employment or business unless written authority is granted by the Carrier.

An employee whose continuous absence extends beyond one year will be required to submit formal leave of absence request for such period(s).

E. DISABILITY ANNUITIES

(Formerly Appendix No. 20)

Employees who have obtained or may in the future obtain annuities because of permanent and total disability will be considered automatically on leave of absence and carried on the seniority rosters with the designation "Disability Annuitant" until one of the following first occurs:

First, such annuitant loses his annuity upon finding of the Retirement Board that he is no longer disabled, and such annuitant signifies his desire

to return to our service and satisfactorily passes physical examination by the Company's doctors.

or

Secondly, such annuitant attains the age of 65 years.

F. BEREAVEMENT LEAVE

(From the 1992 Crew Consist, Article V)

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

NOTE: In connection with the above, death of a half-brother, half-sister, stepbrother, stepsister, stepparents, or stepchildren would entitle an employee to bereavement leave. This rule is also applicable to a family relationship through the legal adoption process.

(2) In such cases, three minimum days pay at the rate of the last service rendered will be allowed for the three days following date of death provided an employee is off on those days. An employee 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 employee's vacation. Also, if an employee qualifies for holiday pay on a holiday which occurs on a day the employee also qualifies for bereavement leave pay, he would only be entitled to one basic day's pay for that day.

(3) Employees involved will make provision for taking leave with their supervisor in the usual manner.

ARTICLE 31  
SWITCHTENDER'S VACANCIES

Language retained but not applicable.



ARTICLE 32  
APPLICATION FOR EMPLOYMENT

A. Applications for employment will be rejected within fifty-six (56) calendar days after seniority date is established, or applicant shall be considered accepted. Applications rejected by the carrier must be declined in writing to the applicant.

B. An employee who has been accepted for employment in accordance with Paragraph (A) will not be terminated or disciplined by the carrier for furnishing incorrect information in connection with an application for employment or for withholding information therefrom unless the information involved was of such a nature that the employee would not have been hired if the carrier had had timely knowledge of it.

C. PERSONAL RECORDS

(1) A transcript of record of yardmen is to be maintained in the General Manager's office and all charges against the record of yardmen must be correctly noted thereon, and will be open to inspection by the individual yardman or his representative when authorized in writing. Yardmen shall be notified of any charges against their record; no demerit marks will be charged against a yardman's record until after having first given him a formal investigation, unless he has in writing waived the right for formal investigation and agreed to the charges against his record.

(2) EMPLOYEE INFORMATION

Commencing June 1975, the carriers will provide each General Chairman with a list of employees who are hired or terminated, their home addresses, and Social Security numbers if available, otherwise the employees' identification numbers. This information will be limited to the employees covered by the collective bargaining agreement of the respective General Chairmen. The data will be supplied within 30 days after the month in which the employee is hired or terminated. Where railroads can not meet the 30-day requirement, the matter will be worked out with the General Chairman.

D. SENIORITY LISTS

Seniority lists of yardmen shall be issued as of January 1 and July 1 of each year; copies thereof shall be furnished Local Chairman and posted in convenient places in yard offices where yardmen have access to them. Upon request, Local Chairman shall be furnished list showing names of yardmen removed from seniority rosters, also names of yardmen on leaves of absence for thirty days or more.

E. CREW BOARDS OR BULLETINS

Crew boards or bulletins shall be kept in each yard office upon which assigned crews, switchtenders and extra men shall be registered.

F. EMPLOYMENT OF FIREMEN

(Retained but not reproduced)

G. LEAVING SERVICE

Yardmen leaving the service of the Company of their own accord forfeit all seniority rights and they shall not be reinstated.

H. SERVICE LETTERS

When yardmen leave the service of the Company they shall be given letter stating time of their service, in what capacity employed, and cause for leaving the service. Such letter is to be given at the time of leaving service, and shall be signed and stamped by the General Manager, and service letters from other roads shall be returned to them.

ARTICLE 33  
TIME LIMIT ON CLAIMS

In accordance with principles established in Section 4(C)—Time Limit on Claims—of Agreement dated at Chicago, Illinois, December 12, 1947, between the Carrier's Conference Committees and the employees represented by the Brotherhood of Railroad Trainmen, it is agreed that claims for compensation growing out of agreements between the parties hereto shall be handled as follows:

(a) First Paragraph retained but not applicable.

All claims must be presented in writing by or on behalf of the employee involved to the designated representative of the Company authorized to receive same, within sixty (60) days from the date of the occurrence on which the claim is based. Should any such claim be disallowed the Carrier shall, within ninety (90) days from the date same is filed, notify the employee or his representative that the claim is declined and give the claimant the facts including a specific reason or reasons for such declination. (The Carrier reserves the right to present additional facts on claims that are appealed to highest designated officer to handle claims.) If not so notified the claim shall be considered valid and settled accordingly, but this shall not be considered as a precedent or waiver of the contentions of the Carrier as to other similar claims.

(b) If a disallowed claim is to be appealed, such appeal must be made within ninety (90) days from date of rejection, either by letter to the highest designated officer of the Carrier for handling time claims or be listed for informal conference with such officer.

When an informal conference is desired, request must be made within ninety (90) days from date of rejection and such conference will be scheduled by the Carrier to be held within sixty (60) days of this date request is received by the Carrier, which may be extended by mutual agreement. Settlements made on claims in informal conference will not be used by either party as a precedent and are not to be referred to by either party. The results of individual claim handling during informal conferences will be provided in writing by the Carrier to the General Chairman within ten (10) days after completion of this conference. (Changed to 90 and 60 days, respectively, by Letter Agreement dated September 4, 1978)

Claims not disposed of in the informal conference may be appealed to the highest designated officer of the Carrier, provided the appeal is made within ninety (90) days of date of the informal conference letter of disposition. Failing to comply with this provision, the matter shall be

considered closed, but this shall not be considered as a precedent or waiver of the contentions of the employees as to other similar claims.

(c) Claims appealed to the highest officer designated by the Carrier to handle such claims must be paid or denied by that officer with specific reasons for the declination within ninety (90) days from the date of appeal. If not so notified, the claim will be considered valid and will be settled accordingly, but this shall not be considered as a precedent or waiver of the contentions of the Carrier as to other similar claims.

(d) Decision by the highest officer designated by the Carrier to handle claims shall be final and binding unless within one (1) year from the date of said officer's decision such claim is disposed of on the property or proceedings for the final disposition of the claim are instituted by the employee or his duly authorized representative and such officer is so notified. Failing to comply with this provision, the matter shall be considered closed, but this shall not be considered as a precedent or waiver of the contentions of the employees as to other similar claims. It is understood, however, that the parties may by agreement in any particular case extend the one-year period herein referred to.

NOTE (1): Should the General Chairman desire a conference with respect to specific claims after receipt of the decision of the highest officer with respect thereto, he shall notify such highest officer within sixty (60) days of the date of such decision, in which event the one-year period with respect to such claims shall not commence to run until the date of the decision of the highest officer following such conferences.

NOTE (2): Upon notification from the General Chairman to the highest officer within such one-year period that he has requested International assistance with respect to specific claims, the one-year period with respect to such claims shall be extended for not more than an additional six months. (From July 10, 1975 Memorandum of Agreement.)

(e) All rights of a claimant or crew involved in continuing alleged violations of agreement shall, under this Agreement, be fully protected by continuing to file a claim for each occurrence (or tour of duty) up to the time when such claim is disallowed by the first officer of the carrier. (As amended by Memorandum of Agreement dated April 13, 1977)

(f) This Agreement recognizes the right of the accredited representatives of the organizations, parties hereto, to file and prosecute claims for and on behalf of the employees they represent.

(g) This Agreement shall not be applicable to grievances other than time claims or to requests for leniency. (Agreement of June 14, 1950, as amended)

(h) TIME SLIPS, ADJUSTMENTS OF ALLOWANCES, DETAILS OF PAYCHECKS AND BACK PAY

When overpayments have been made to yardmen, except those due to mechanical errors, no deduction shall be made to cover the overpayments, beyond sixty days prior to the date of advice to the individual, with copy to Local Chairman representing the class of employee involved, with respect to deduction to be made.

(i) When there is a discrepancy as between time as claimed on time slip and proper allowance, payment will be allowed on current payroll to cover the amount concerning which no question exists and advice will be given claimant as to correction made.

(j) For discrepancies in pay of employees amounting to one day's pay or more, time check to cover the shortage shall be issued to the employee upon request.

(k) When a claim for compensation, which has been appealed by the Local or General Chairman and handled in accordance with the provisions of this Agreement is allowed, the party receiving payment and his duly accredited representative, will be advised in writing of the amount involved and pay roll on which payment will be made.

(l) Details of a train, engine or yard service employee's pay check will be delivered to the employee along with his regular pay check covering the same period where his pay check is scheduled for delivery on the 1<sup>st</sup> and 15<sup>th</sup> of the month, and with his regular pay check covering the following period where his pay check is scheduled for delivery on other than the 1<sup>st</sup> and 15<sup>th</sup> of the month. (From Memorandum of Agreement dated December 20, 1971)

(m) Back pay resulting from national wage agreements will be paid by separate check.

PILOT AND RIDER CLAIMS

(Formerly Appendix No. 53)

(1) The Carrier's Eastern and Western Lines, including the Northern and Southern Divisions, and the United Transportation Union (CT&Y) agree, insofar as possible, on certain like or repeater claims as riders on one or more pilot

claims to either be resolved in conference by the parties or submitted to Public Law Board. Both parties will accept and be governed by the settlement or Board Awards with respect to the pilot and rider claims but are not obligated to dispose of future claims on the basis of such Awards if any are palpably erroneous or do not follow the agreement rule(s).

(2) The Carrier's Eastern and Western Lines, including the Northern and Southern Divisions, and the United Transportation Union (CT&Y) will, as far as possible, agree on "continuing claims" and one or more pilot claims on which the other claims will ride. It will not be necessary for the General Chairman to appeal the rider claims but such claims must be timely filed with the Compensations Systems and the declinations retained by the Organization. The Organization will furnish a list which will contain claimant's name, date of claim and CS file number of subsequent rider claims to the appropriate General Manager on or about every sixty days. It is not the intention that the sixty days would serve as a basis for alleged time limit violation and in supplying a list of claims to the Carrier, the Organization will not have to repeat listings that were already forwarded at an earlier date. Only additional claims with names, dates and file numbers will be sent for each subsequent period. The pilot claims can be resolved either by conference between the parties or a Public Law Board. In either case, both parties will observe the settlement or Award for the claims listed, but as in No. 1 above, are not obligated beyond the immediate claims.

(3) The Carrier's Eastern and Western Lines, excluding the Northern and Southern Divisions, and the United Transportation Union (CT&Y) will, when their disputes and rules are the same on both Grand Divisions, attempt to set up joint Boards so that Awards can be applied with consistency on both territories.

(4) The Carrier's Eastern and Western Lines, excluding the Northern and Southern Divisions, and the United Transportation Union (CT&Y) will make a special effort to resolve issues and interpretations of the various Agreement rules over which the greatest volume of claims are pending. To the extent possible, this will be done jointly by the Eastern and Western Lines so that the same interpretations will prevail on both territories. It is understood that to accomplish the latter, the utmost cooperation of the parties will be required and a "give and take" attitude must prevail.

(5) All claims on the rider list must be handled by the Organization in accordance with the time limit provisions, i.e., within the 90 days specified from the date of declination by CS. It will not be necessary to "conference" any claims listed as "riders".

(6) The Carrier will then have 90 days from date of the Organization's letter within which to review that list to determine whether or not any exceptions will be taken to particular claims included as riders on a specific pilot case. If no exception is taken within this time limit, the entire list will be considered as riders.

(7) On any claims the Carrier feels cannot be included as riders on a pilot claim, the Organization will be so notified in writing, and will then have 90 days from the date of the Carrier's letter of notification to handle those claims as a regular appeal claim.

(8) This Agreement does not prohibit the Organization from utilizing the time limit on claims rule as it now exists instead of this Agreement if desired by the General Chairmen on any particular claim or claims.

### LOCAL CHAIRMAN'S INFORMAL CLAIMS CONFERENCING

(Formerly Appendix No. 54)

1. (a) An informal time claims conference is hereby established for handling of time claims between the Local Chairmen (or their designee) and General Managers (or their designees) of the respective Divisions.  
  
(b) All informal time claims conferences will be held at the Local Chairman's home point unless otherwise mutually agreed between the Local Chairman and General Manager.
2. When a Local Chairman (or their designee) desires an informal conference on a claim or claims with the General Manager (or their designee), a written request in the format presently followed in handling informal conference dockets, must be made to the General Manager (or their designee) within ninety (90) days from date of rejection of such claim or claims by Compensation Systems.
3. Such conference will be scheduled by the Local Chairman (or their designee) and General Manager (or their designee) consistent with their availability and such conference if at all possible will be held within sixty (60) days from the date request is received by the General Manager.
4. Claims paid, withdrawn or compromised by the Local Chairman (or their designee) and General Manager (or their designee) in these informal conferences will not be used by either party as a precedent and are not to be referred to by either party.
5. The results of individual claim handling during these informal conferences will be provided in writing by the General Manager (or their designee) to the Local Chairmen (or their designee) within ten (10) days after completion of the informal conferences.
6. Claims not disposed of in these informal conferences, if to be handled further, must be progressed as provided in the Memorandum of Agreement signed July 10, 1975, as amended, provided such appeals are initiated within ninety (90)

days of the date of the letter furnished the Local Chairman following completion of the informal conference on such claims, the same as though the declination of such claims had been made by Compensation Systems for procedure purposes.

7. Claims not listed by a Local Chairman within the time limit provided under this Agreement will be handled in line with Memorandum of Agreement signed July 10, 1975, as amended.



ARTICLE 34  
ENGINE EQUIPMENT

- A. All engines assigned in switching service shall be equipped with headlights, footboards and proper grab irons at both ends. Yardmen will not be required to use engines where footboards, grab irons, steps or ladders are unsafe because of not having been properly cleaned.
  
- B. A seat in the cab of the engine will be provided for the head yardman on all transfer engines.
  
- C. Yard engines shall be equipped with coolers for drinking water and a suitable box to carry lunch and rain clothes.

ARTICLE 35  
CABOOSES TO BE FURNISHED

Cabooses may be furnished to crews performing transfer or drag service.

On yard movements regularly or frequently made between yards or between yard and outlying industry or industrial district, request for caboose, if considered necessary, may be made by Local Chairman upon General Manager, giving distance traveled daily, etc. If request is not resolved between Local Chairman and General Manager it may be handled by the General Chairman in regular line of appeal to and including General Manager and caboose will be furnished for this service when conditions warrant.

Cabooses not assigned will be retained, conditions warranting.

Cabooses will be kept in a safe condition.

The carrier shall not be required to purchase or place into service any new cabooses. The carrier will not be required to send cabooses in its existing fleet through existing major overhaul programs nor shall damaged cabooses be required to undergo major repairs. However, all cabooses that remain in use must be properly maintained and serviced.

ARTICLE 36  
LOCKER ROOM AND FACILITIES

Yardmen will be provided with a switch shanty or other suitable locker room at points where they go on duty, equipped with cold water drinking facility, heat, lights, wash stands, hot water where practicable, and a sufficient number of lockers for the purpose of keeping clothes, extra equipment and supplies. This facility will be kept in a sanitary condition.

ARTICLE 37  
PENALTY FOR AGREEMENT VIOLATIONS

In applying the terms of this agreement where rules do not provide a specific penalty when violations occur, it shall be understood that violations of this agreement shall be paid for at not less than the time lost because of the violation.

ARTICLE 38  
PAYMENTS TO EMPLOYEES INJURED UNDER CERTAIN CIRCUMSTANCES

(Amounts updated in accordance with the 2002 National Agreement)

Where employees sustain personal injuries or death under the conditions set forth in Paragraph (a) below, the carrier will provide and pay such employees, or their personal representative, the applicable amounts set forth in Paragraph (b) below, subject to the provisions of other paragraphs in this article.

(a) Covered Conditions:

This article is intended to cover accidents involving employees covered by this agreement while such employees are riding in, boarding, or alighting from off-track vehicles authorized\* by the Carrier and are:

- (1) deadheading under orders or
- (2) being transported at Carrier expense.

(b) Payments to be made:

In the event that any one of the losses enumerated in Subparagraphs (1), (2) and (3) below results from an injury sustained directly from an accident covered in Paragraph (a) and independently of all other causes and such loss occurs or commences within the time limits set forth in Subparagraphs (1), (2) and (3) below, the Carrier will provide, subject to the terms and conditions herein contained, and less any amounts payable under Group Policy Contract GA-23000 of The Travelers Insurance Company or any other medical or insurance policy or plan paid for in its entirety by the Carrier, the following benefits:

(1) Accidental Death or Dismemberment

The Carrier will provide for loss of life or dismemberment occurring within 120 days after date of an accident covered in Paragraph (a):

Loss of Life	\$300,000
Loss of Both Hands	\$300,000
Loss of Both Feet	\$300,000
Loss of Sight of Both Eyes	\$300,000
Loss of One Hand and One Foot	\$300,000
Loss of One Hand and Sight of One Eye	\$300,000
Loss of One Foot and Sight of One Eye	\$300,000
Loss of One Hand or One Foot or Sight Of One Eye	\$150,000

"Loss" shall mean, with regard to hands and feet, dismemberment by severance through or above wrist or ankle joints; with regard to eyes, entire and irrecoverable loss of sight.

No more than \$300,000 will be paid under this paragraph to any one employee or his personal representative as a result of any one accident.

(2) Medical and Hospital Care

The Carrier will provide payment for the actual expense of medical and hospital care commencing within 120 days after an accident covered under Paragraph (a) of injuries incurred as a result of such accident, subject to limitation of \$3,000 for any employee for any one accident, less any amounts payable under Group Policy Contract GA-23000 of TheTravelers Insurance Company or under any other medical or insurance policy or plan paid for in its entirety by the Carrier.

(3) Time Loss

The Carrier will provide an employee who is injured as a result of an accident covered under Paragraph (a) hereof and who is unable to work as a result thereof commencing within 30 days after such accident 80% of the employee's basic full-time weekly compensation from the Carrier for time actually lost, subject to a maximum payment of \$1,000.00 per week for time lost during a period of 156 continuous weeks following such accident provided, however, that such weekly payment shall be reduced by such amounts as the employee is entitled to receive as sickness benefits under provisions of the Railroad Unemployment Insurance Act.

(4) Aggregate Limit

The aggregate amount of payments to be made hereunder is limited to \$10,000,000 for any one accident and the Carrier shall not be liable for any amount in excess of \$10,000,000 for any one accident irrespective of the number of injuries or deaths which occur in or as a result of such accident. If the aggregate amount of payments otherwise payable hereunder exceeds the aggregate limit herein provided, the Carrier shall not be required to pay as respects each separate employee a greater proportion of such payments than the aggregate limit set forth herein bears to the aggregate amount of all such payments.

(c) Payment of the applicable amount for accidental death shall be made to the employee's personal representative for the benefit of the persons designated in, and according to the apportionment required by the Federal Employers Liability Act (45 U.S.C. 51 et seq., as amended), or if no such person survives the employee, for the benefit of his estate.

(d) Exclusions:

Benefits provided under Paragraph (b) shall not be payable for or under any of the following conditions:

- (1) Intentionally self-inflicted injuries, suicide or any attempt thereat, while sane or insane;
- (2) Declared or undeclared war or any act thereof;
- (3) Illness, disease, or any bacterial infection other than bacterial infection occurring in consequence of an accidental cut or wound;
- (4) Accident occurring while the employee driver is under the influence of alcohol or drugs, or an employee passenger who is under the influence of alcohol or drugs who in any way contributes to the cause of the accident;
- (5) While an employee is a driver or an occupant of any conveyance engaged in any race or speed test;
- (6) While an employee is commuting to and/or from his residence or place of business.

(e) Offset:

It is intended this article provide a guaranteed recovery by an employee or his personal representative under the circumstances described, and that receipt of payment thereunder shall not bar the employee or his personal representative from pursuing any remedy under the Federal Employers Liability Act or any other law; provided, however, that any amount received by such employee or his personal representative under this article may be applied as an offset by the railroad against any recovery so obtained.

(f) Subrogation:

The Carrier shall be subrogated to any right of recovery an employee or his personal representative may have against any party for loss to the extent that the Carrier has made payments pursuant to this article.

The payments provided for above will be made, as above provided, for covered accidents on or after September 1, 1968.



ARTICLE 39  
TRANSFER AND INTERCHANGE

A. (1) Designation of Additional Interchange Tracks

At designated interchange points, if a carrier does not now have the right to specify additional interchange tracks it may specify such additional track or tracks as the carrier deems necessary providing such additional track or tracks are in close proximity. Bulletins specifying additional tracks will be furnished the General Chairman or General Chairmen involved prior to the effective date.

(2) Handling of Interchange Movements

If the number of cars being delivered to or received from interchange tracks of a connecting carrier exceeds the capacity of the first track used, it will not be necessary that any one interchange track be filled to capacity before use is made of an additional track or tracks provided, however, the minimum number of tracks necessary to hold the interchange will be used.

(3) Crews used in interchange service may be required to handle interchange to and from a foreign carrier without being required to run "light" in either direction.

Work equities between carriers previously established by agreement, decision or practice will be maintained with the understanding that such equity arrangements will not prevent carriers from requiring crews to handle cars in both directions when making interchange movements. Where carriers not now using yard and transfer crews to transfer cars in both directions desire to do so, they may commence such service and notify the General Committees of the railroad involved thereof to provide an opportunity to the General Committees to resolve any work equities between the employees of the carriers involved. Resolution of work equities shall not interfere with the operations of the carriers or create additional expense to the carriers.

It is agreed, however, that the carriers will cooperate in providing the committee involved with data and other information that will assist in resolution of work equities.

B. Interchange of Over-the-Road Trains

(1) At points where yard crews are employed, road freight crews may be required to receive their over-the-road trains from a connecting carrier or deliver their over-the-road trains to a connecting carrier provided such trains are solid trains which move from one carrier to another intact with or

without motive power and/or caboose.

(2) If road crews referred to in Paragraph (B)(1) of this Article 39 are not required to return or deliver their motive power and/or their cabooses to or from their on or off duty points an alternate means of transportation will be provided.

Note: The crew of an over-the-road solid run-through train may perform one move as prescribed, in addition to delivering and/or receiving their train in interchange. (PEB 219-Article 7 Section 1 (c))

C. The foregoing provisions are not intended to impose restrictions with respect to interchange operation where restrictions did not exist prior to the date of this agreement.

ARTICLE 40  
USE OF COMMUNICATION SYSTEMS

A. It is recognized that the use of communication systems including the use of and the carrying of portable radios, pursuant to operating rules of the individual carriers, is a part of the duties of employees covered by this agreement. Existing rules to the contrary are hereby eliminated.

B. On roads where rules now exist which provide for the payment of arbitraries to employees for the carrying and/or use of radio equipment, such arbitraries will be eliminated effective January 1, 1973.

C. Portable radios hereafter purchased for the use of and carried by ground service employees in yard and transfer service will not exceed three pounds in weight and will be equipped with a suitable holder which will firmly hold the radio close to the body, or will be of such size as to permit being placed in coat or trouser pockets. Portable radios used by ground service employees in yard and transfer service which do not meet the foregoing specifications will be replaced by December 31, 1973 or their use discontinued.

D. The size and weight of portable radios used by ground service employees in road service will not exceed that presently in use and portable radios hereafter purchased for use in this class of service will be of the minimum size and weight necessary to insure safe and adequate communication. This is not intended to require the purchase of radios weighing less than three pounds.

E. Employees will not be held responsible for accidents caused by failure of radio equipment to properly function.

F. At locations where radio is used sufficient frequency channels will be utilized to provide safe communication.

G. Yard Crew Radio Requirements

(From 1981 Crew Consist, Article 16)

(1) Portable radios will be furnished each member of a reduced crew consisting of one conductor (foreman) and one brakeman (yard helper) for his use while on duty. Such radios will not exceed three pounds in weight and will be equipped with a suitable holder which will firmly hold the radio close to the body or will be of such size as to permit being placed in coat or trouser pocket. Employees 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 employees will not be held responsible for failure or malfunction of radio equipment unless obviously caused by employee abuse or tampering.

(2) Sufficient frequency channels will be utilized to provide safe communication.

(3) Except in an emergency, reduced yard crews will not be required to start switching or perform transfer service without operable portable radios and, in addition, operable radio on engines nor will they be censured or disciplined in any manner for refusing to do so.

(4) Except in an emergency, reduced crews in road service will not be required to perform switching or depart a terminal with train not having radio communication between rear and head end of train in addition to operable portable radios, nor will they be censured or disciplined in any manner for refusing to do so.

ARTICLE 41  
EXPENSES AWAY FROM HOME

Effective January 27, 1972, Article II (Expenses Away From Home) of the June 25, 1964 Agreement is amended to cover men in train, engine or yard service called from the extra board or used in the capacity of an extra man to fill vacancies at outlying points subject to the following additional conditions:

- (1) The outlying point must be 30 miles or more from the terminal limits of the location where the extra list from which called is maintained.
- (2) Lodging or allowances in lieu thereof where applicable will be provided only when extra men are held at the outlying point for more than one tour of duty and will continue to be provided for the periods held for each subsequent tour of duty.

ARTICLE 42  
HEALTH AND WELFARE

Language retained but not reproduced.

ARTICLE 43  
WEARING EYE PROTECTION WHILE ON DUTY

- A. Employees will be required to wear glasses while on duty and working, and will have the option of wearing any type or pair of glasses of their choosing so long as the glasses worn meet the Carrier's medical visual requirements in the employee's particular case.
- B. Employees will no longer be required to wear industrial safety glasses.
- C. The wearing of side shields on glasses will be optional for those employees who desire to use them; and they will be supplied by the Carrier on request.
- D. Employees whose vision condition requires prescription glasses in order to meet Carrier medical requirements, may, if they desire, secure a pair of clear and/or color industrial safety prescription glasses through the Carrier's optical program, and it will pay for the frames and case, and the employee will pay for the lenses and any other associated cost.
- E. Plano glasses, i.e., non-prescription, will continue to be made available in both clear and color lenses in several styles without cost to employees.
- F. Replacement glasses will be made available at the Carrier's expense in the same manner as the original glasses were secured when defective and/or worn out and returned.
- G. The Carrier will provide piano glasses, i.e., non-prescription glasses, at on duty points for employees who have forgotten their glasses, i.e., non-prescription, and those employees will return same at the completion of their tour of duty.
- H. Employees performing service in the rain or fog may remove same while working when, in their opinion, their vision would be improved by removing their glasses.
- I. Carrier will not over-react with discipline procedures in cases where employees have not fully complied with this eyeglass program.
- J. In the future, the Carrier will not be subject to any cost on behalf of any employee other than specifically set forth in Paragraphs (C), (D), (E), and (F) hereof.

ARTICLE 44  
PERIODIC RE-EXAMINATION ON OPERATING RULES

A. Mandatory Rules Classes

For the purpose of establishing a program applicable to employees subject to the rules of the Operating Department and to provide instruction and review classes in connection therewith:

- (1) The Carrier will determine the frequency of the program, ie., annually, biennial, etc.
- (2) The program for each employee shall consist of oral/visual presentation and multiple choice examination.
- (3) The program for each employee will not exceed eight hours, exclusive of a lunch break consisting of not less than one hour.
- (4) The Carrier will schedule classes
  - (a) The Carrier's representatives will schedule ground service employees no later than 10:00 p.m. the day before the class begins to attend classes on a particular date and the employee will be obligated to attend such class or secure permission to be absent. Employees will not be required to attend rules classes during their assigned vacation period nor will they be required to attend when they are already laying off or on assigned rest day.
  - (b) Ground service employees may volunteer to attend classes as scheduled by contacting Crew Support.
  - (c) Employees will not be required to attend rules classes during their assigned vacation period nor will they be required to attend when they are already laying off or on assigned rest day. Employees will not be censured or disciplined in any manner for missing a call when called for rules classes.
- (5) An employee on an extra board who is required to attend the class will not have his turn removed from the board. Upon completion of the class, the employee will be returned to the board and, after the required rest, will be eligible to be called for service. If the extra board turn works up to first-out, the turn will be held until the employee has completed the rules class and has received the required rest.
- (6) The allowance for attending operating rules classes on first attempt will be \$182.53 (as of 07/01/08), if there is no time lost. This allowance is subject to subsequent wage increases.



(7) An employee assigned to a chain gang turn or regular assignment, who is required to lay off to attend the rules classes on the first attempt, will be paid lost earnings or the rules class allowance, whichever is greater, but in no event will both be paid.

(8) The allowance for the class will not be used to offset any guarantee earned while occupying a guaranteed extra board.

(9) Failure to satisfactorily pass the required examination on first attempt will necessitate a second attempt by the employee without pay, within a period not to exceed 30 calendar days from date of first failure, exclusive of any period he is on formal leave of absence, suspension or vacation. Written notification by the employee 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 9.

(10) An employee 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.

(11) If an employee does not comply with the time limits prescribed Section 9 hereof, he will be considered as having failed the examination.

(12) An employee, who earlier in the year, was promoted to engineer, conductor or engine foreman and has undergone 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 employee must, however, undergo, and be credited with, satisfactorily passing an examination for each calendar year for which classes are held.

(13) Employees 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.

(14) A grade of 80% is required for employees promoted to conductor or engine foreman to pass the examination. A grade of 70% is required for employees who are not promoted to conductor or engine foreman to pass the examination. An employee will be required to correct any incorrect answers. If an employee fails on first attempt, such employee will be required to correct any incorrect answers. If an employee fails on first attempt, such employee will be required to retake only those questions previously missed on the second attempt. Any attempt(s) thereafter will require retaking the entire test.

B. Retraining of Yard Conductors/Brakemen (Foreman/Helper)

(1) Local supervision on each seniority district will schedule conductors/brakemen to attend an eight-hour class on a particular date, and then the employee will be obligated to attend such class or secure permission to be absent.

(2) An employee on an extra board who is required to attend the retraining class will not have his turn removed from the board. Upon completion of the class, the employee will be returned to the board and, after the required rest, will be eligible to be called for service. If the turn works up to first-out, the turn will be held until the employee has completed the retraining class and has received the required rest.

Note: Employees 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 allowance provided in the agreement.

(3) The rate of pay for attending operating rules classes will apply to retraining of employees under this agreement.

(4) The allowance for attending the retraining class will not be used to offset any guarantee earned while occupying a guaranteed extra board.

(5) An employee 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 greater, but in no event will both be paid.

ARTICLE 45  
REPRESENTATION

- A. The United Transportation Union, while having representation of yardmen, holds sole and exclusive bargaining rights governing wages, hours and working conditions for such yardmen.
  
- B. The proper officer of the Company will hear any reasonable complaint, grievance or claim made by individual yardmen, or by the committee of the Organization duly authorized to represent yardmen on this property.
  
- C. The right of appeal in the case of complaints, grievances, including reinstatements, and claims is restricted to the claimant employee or the duly authorized representative of the Organization having representation of yardmen on this property.

ARTICLE 46  
INTERPRETATION OF SCHEDULE

Questions involving interpretation of this schedule shall be decided by the parties signatory hereto. Disputes not disposed of by these parties shall be handled in accordance with the provisions of the Railway Labor Act, as amended.

ARTICLE 47  
CAPTIONS

Captions in this agreement are for convenience and shall not affect any construction or interpretation of this agreement.

ARTICLE 48  
ENACTING AND TERMINATING CLAUSE

The purpose of this Agreement is to codify and combine, in one document, certain Articles, Agreements, and Understandings (collectively "schedule rules") applicable on BNSF involving territories and locations under jurisdiction of this UTU General Committee of Adjustment. The reissuance of the Rules in this updated Schedule is for the carrier's and employee's convenience and is not intended to amend, repeal or modify such agreements which may be inadvertently omitted from the codification. All existing yard schedule agreements remain in full force and effect, even if inadvertently omitted from this codification. The Parties agree nothing contained in the following Schedule is intended to, nor do they, amend, modify, or abrogate any intent or provisions of National Agreements. The intent and purposes of National Agreements take precedent over any of the provisions of this Schedule which might be in conflict therewith.

It must also be noted that the current rates of pay will apply where monetary amounts cited herein are subject to future wage increases

Furthermore, any changes to previous article / section numbers will be considered as adjusted accordingly in all previous memorandums, agreements, understandings, and correspondence.

Finally, this format should be considered as an attempt by both parties to ensure all subsequent memorandums, agreements, and understandings can easily be updated when necessary.

The enclosed schedule rules, rates, and regulations is hereby agreed upon by the Carrier and its Yardmen under jurisdiction of this Committee.

Effective this date, **January 1, 2011**

- APPENDIX No. 1 —

1. The yard schedule is in effect at the following yards:

Chicago-18 <sup>th</sup> St.	Altus
Corwith	Waynoka
Joliet	Canadian
Streator	Pampa
Chillicothe	Borger
Galesburg	Amarillo
Shopton	Clovis
Marceline	Ottawa
Argentine	Chanute
Emporia	Independence
Atchison	Winfield
Leavenworth	Tulsa
Topeka	Frontenac
Newton	Cherryvale
Eldorado	Coffeyville
Florence	Bartlesville
Augusta	Hutchinson
Wichita	Great Bend
Arkansas City	Dodge City
Ponca City	La Junta
Guthrie	Pueblo
Oklahoma City	Canon City
Purcell	Colorado Springs
Cushing	Trinidad
Shawnee	Raton
Enid	Vaughn
Las Vegas	Belen
Albuquerque	Lubbock
El Paso	Slaton
Hurley	San Angelo
Wellington	Hamlin
Fairview	McCamey

2. Yard service shall be considered as consisting of:

- (a) The switching of all freight and passenger equipment operating exclusively within the switching limits,
- (b) The transfer of all freight and passenger equipment, operating exclusively within the switching limits,
- (c) The handling of all work trains operating exclusively within the switching limits. This does not classify nor define a work train nor govern consist of crews.

- (d) Ground pilot service performed exclusively within the switching limits.

NOTE: Not to be construed as superseding Article 4, Paragraph (m), Road Schedule.

3. That neither road crews, nor members thereof, nor any classes of employees other than yardmen will be used in yard service as described in Section 2, when there is a yard engine on duty, except in case of emergency. An emergency is defined as wreck, washout or other unforeseen occurrence necessitating immediate action to prevent loss of life, injury to person or damage to property. In such emergency cases, the crew will be paid not less than the minimum allowance specified herein. If used, however, in other than an emergency they will be paid not less than a minimum day at yard rates, separate and apart from all other earnings. Likewise, yardmen who hold seniority and are available in yards where such road crews or others are used, will be paid not less than a minimum yard day in each such instance.



-APPENDIX NO. 2-  
VACATIONS

The following represents a synthesis in one document for the convenience of the parties, of the National Vacation Agreement of April 29, 1949 between certain carriers represented by the National Carriers' Conference Committee and their employees represented by the Brotherhood of Locomotive Engineers and the United Transportation Union (formerly the Brotherhood of Locomotive Firemen and Enginemen, Order of Railway Conductors and Brakemen, Brotherhood of Railroad Trainmen and Switchmen's Union of North America), and the several amendments made thereto in various national agreements up to the Award of Arbitration Board No. 559 dated May 8, 1996 and the 1996 BLE Core National Agreement.

This is intended as a guide and is not to be construed as constituting a separate agreement between the parties. If any dispute arises as to the proper interpretation or application of any vacation provision, the terms of the appropriate vacation agreement on the property involved shall govern.

Section 1(a) - Effective January 1, 1997, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, will be qualified for an annual vacation of one week with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to two hundred forty (240) basic days in miles or hours paid for, as provided in individual schedules.

Beginning with the year 1997, in the application of this Section 1(a) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.6 days, and each basic day in all other services shall be computed as 1.3 days, for purposes of determining qualification for vacations. (This is the equivalent of 150 qualifying days in a calendar year in yard service and 180 qualifying days in a calendar year in road service.) This qualifying condition and multiplying factor pertains only to service performed by yard and road employees in the preceding calendar year so as to determine qualification for vacation on that basis only. (See NOTE below.)

Beginning with the effective date of the provisions of Article 3 of Agreement 'A' dated September 21, 1950, May 25, 1951 or May 23, 1952, on an individual carrier, but not earlier than the year 1960, in the application of this Section 1(a) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.3 days, and each basic day in all other services shall be computed as 1.1 days, for purposes of determining qualifications for vacations. (This is the equivalent of 120 qualifying days in a calendar year in yard service and 144 qualifying days in a calendar year in road service.) (See NOTE below.)

Beginning with the year 1960 on all other carriers, in the application of this Section 1(a) each basic day in all classes of service shall be computed as 1.1 days for purposes of determining qualifications for vacation. (This is the equivalent of 144 qualifying days.) (See NOTE below.)

(b) - Effective January 1, 1997, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having two or more years of Continuous service with employing carrier will be qualified for an annual vacation of two weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to two hundred forty (240) basic days in miles or hours paid for as provided in individual schedules and during the said two or more years of continuous service renders service of not less than three hundred twenty (320) basic days in miles or hours paid for as provided in individual schedules.

Beginning with the year 1997, in the application of this Section 1(b) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.6 days, and each basic day in all other services shall be computed as 1.3 days, for purposes of determining qualification for vacations. (This is the equivalent of 150 qualifying days in a calendar year in yard service and 180 qualifying days in a calendar year in road service.) This qualifying condition and multiplying factor pertains only to service performed by yard and road employees in the preceding calendar year so as to determine qualification for vacation on that basis only. (See NOTE below.)

Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated September 21, 1950, May 25, 1951, or May 2, 1952, on an individual carrier, but not earlier than the year 1960, in the application of this Section 1(b) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.4 days, and each basic day in all other services shall be computed as 1.2 days, for purposes of determining qualifications for vacations. (This is the equivalent of 110 qualifying days in a calendar year in yard service and 132 qualifying days in a calendar year in road service.) (See NOTE below.)

Beginning with the year 1960 on all other carriers, in the application of this Section 1(b) each basic day in all classes of service shall be computed as 1.2 days for purposes of determining qualifications for vacation. (This is the equivalent of 132 qualifying days.) (See NOTE below.)

(c) - Effective January 1, 1997, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having eight or more years of continuous service with employing carrier will be qualified for an annual vacation of three weeks with pay,

or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to two hundred forty (240) basic days in miles or hours paid for as provided in individual schedules and during the said eight or more years of continuous service renders service of not less than one thousand two hundred and eighty (1280) basic days in miles or hours paid for as provided in individual schedules.

Beginning with the year 1997, in the application of this Section 1(c) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.6 days, and each basic day in all other services shall be computed as 1.3 days, for purposes of determining qualification for vacations. (This is the equivalent of 150 qualifying days in a calendar year in yard service and 180 qualifying days in a calendar year in road service.) This qualifying condition and multiplying factor pertains only to service performed by yard and road employees in the preceding calendar year so as to determine qualification for vacation on that basis only. (See NOTE below.)

Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated September 21, 1950, May 25, 1951, or May 23, 1952, on an individual carder, but not earlier than the year 1960, in the application of this Section 1(c) each basic day, in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.6 days, and each basic day in all other services shall be computed as 1.3 days, for purposes of determining qualifications for vacations. (This is the equivalent of 100 qualifying days in a calendar year in yard service and 120 qualifying days in a calendar year in road service.) (See NOTE below.)

Beginning with the year 1960 on all other carriers, in the application of this section 1(c) each basic day in all classes of service shall be computed as 1.3 days for purposes of determining qualifications for vacation. (This is the equivalent of 120 qualifying days.) (See NOTE below.)

(d) - Effective January 1, 1997, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having seventeen or more years of continuous service with employing carrier will be qualified for an annual vacation of four weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to two hundred forty (240) basic days in miles or hours paid for as provided in individual schedules and during the said seventeen or more years of continuous service renders service of not less than two thousand seven hundred and twenty (2720) basic days in miles or hours paid for as provided in individual schedules.

Beginning with the year 1997, in the application of this Section 1(d) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.6 days, and each basic day in all other services shall be computed as 1.3 days, for purposes of determining qualification for vacations. (This is the equivalent of 150 qualifying days in a calendar year in yard service and 180 qualifying days in a calendar year in road service.) This qualifying condition and multiplying factor pertains only to service performed by yard and road employees in the preceding calendar year so as to determine qualification for vacation on that basis only. (See NOTE below.)

Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated September 21, 1950, May 25, 1951 or May 23, 1952, on an individual carrier, but not earlier than the year 1960, in the application of this Section 1(d) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard service rights shall be computed as 1.6 days, and each basic day in all other services shall be computed as 1.3 days, for purposes of determining qualifications for vacations. (This is the equivalent of 100 qualifying days in a calendar year in yard service and 120 qualifying days in a calendar year in road service.) (See NOTE below.)

Beginning with the year 1960 on all other carriers, in the application of this Section 1(d) each basic day in all classes of service shall be computed as 1.3 days for purposes of determining qualifications for vacation. (This is the equivalent of 120 qualifying days.) (See NOTE below.)

(e) - Effective January 1, 1997, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having twenty five or more years of continuous service with employing carrier will be qualified for an annual vacation of five weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to two hundred forty (240) basic days in miles or hours paid for as provided in individual schedules and during the said twenty five or more years of continuous service renders service of not less than four thousand (4,000) basic days in miles or hours paid for as provided in individual schedules.

Beginning with the year 1997, in the application of this Section 1(e) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.6 days, and each basic day in all other services shall be computed as 1.3 days, for purposes of determining qualification for vacations. (This is the equivalent of 150 qualifying days in a calendar year in yard service and 180 qualifying days in a calendar year in road service.) This qualifying condition and multiplying factor pertains only to service performed by yard and road employees in the preceding calendar year so as to determine qualification for vacation on that basis only. (See NOTE below.)

Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated September 21, 1950, May 25, 1951 or May 23, 1952, on an individual carrier, but not earlier than the year 1960 in the application of this Section 1(e) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.6 days, and each basic day in all other services shall be computed as 1.3 days, for purposes of determining qualifications for vacations. (This is the equivalent of 100 qualifying days in a calendar year in yard service and 120 qualifying days in a calendar year in road service.) (See NOTE below.)

Beginning with the year 1960 on all other carriers, in the application of this Section 1(e) each basic day in all classes of service shall be computed as 1.3 days for purposes of determining qualifications for vacation. (This is the equivalent of 120 qualifying days.) (See NOTE below.)

NOTE: In the application of Section 1(a), (b), (c), (d) and (e), qualifying years accumulated, also qualifying requirements for years accumulated, prior to the effective date of the respective provisions hereof, for extended vacations shall not be changed.

(f) Not applicable

(g) Calendar days on which an employee assigned to an extra list is available for service and on which days he performs no service, not exceeding ninety (90) such days, will be included in the determination of qualification for vacation; also, calendar days, not in excess of forty-five (45), on which an employee is absent from and unable to perform service because of injury received on duty will be included.

The 90 and 45 calendar days referred to in this Section 1(g) shall not be subject to the 1.1, 1.2, 1.3, 1.4 and 1.6 computations provided for in Section 1(a), (b), (c), (d) and (e), respectively.

(h) Where an employee is discharged from service and thereafter restored to service during the same calendar year with seniority unimpaired, service performed prior to discharge and subsequent to reinstatement during that year shall be included in the determination of qualification for vacation during the following year.

Where an employee is discharged from service and thereafter restored to service with seniority unimpaired, service before and after such discharge and restoration shall be included in computing three hundred twenty (320) basic days under Section 1(b), one thousand two hundred and eighty (1280) basic days under Section 1(c), two thousand seven hundred and twenty (2720) basic days under Section 1(d), and four thousand (4,000) basic days under Section 1(e).

(i) Only service performed on one railroad may be combined in determining the qualifications provided for in this Section 1, except that service of an employee on his home road may be combined with service performed on other roads when the latter service is performed at the direction of the management of his home road or by virtue of the employee's seniority on his home road. Such service will not operate to relieve the home road of its responsibility under this agreement.

(j) In instances where employees who have become members of the Armed Forces of the United States return to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, the time spent by such employees in the Armed Forces subsequent to their employment by the employing carrier will be credited as qualifying service in determining the length of vacations for which they may qualify upon their return to the service of the employing carrier.

(k) - In instances where an employee who has become a member of the Armed Forces of the United States returns to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, and in the calendar year preceding his return to railroad service had rendered no compensated service or had rendered compensated service on fewer days than are required to qualify for a vacation in the calendar year of his return to railroad service, but could qualify for a vacation in the calendar year of his return to railroad service if he had combined for qualifying purposes days on which he was in railroad service in such preceding calendar year with days in such year on which he was in the Armed Forces, he will be granted, in the calendar year of his return to railroad service, a vacation of such length as he could so qualify for under Section 1(a), (b), (c), (d) or (e) and (j) hereof.

(l) - In instances where an employee who has become a member of the Armed Forces of the United States returns to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, and in the calendar year of his return to railroad service renders compensated service on fewer days than are required to qualify for a vacation in the following calendar year, but could qualify for a vacation in such following calendar year if he had combined for qualifying purposes days on which he was in railroad service in the year of his return with days in such year on which he was in the Armed Forces, he will be granted, in such following calendar year, a vacation of such length as he could so qualify for under Section 1(a), (b), (c), (d) or (e) and (j) hereof.

(m) - Calendar days on which an employee is compensated while attending training and rules classes at the direction of the carrier will be included in the determination of qualification for vacation. Such calendar days shall not be subject to the 1.1, 1.2, 1.3, 1.4 and 1.6 computations provided for in Section 1(a), (b), (c), (d) and (e), respectively.

(n) - During a calendar year in which an employee's vacation entitlement will increase on the anniversary date, such employee shall be permitted to schedule the additional vacation time to which entitled on the anniversary date at any time during that calendar year.

(o) An employee may make up to two splits in his annual vacation in any calendar year.

Note: (1) The vacation period of yardmen who qualify for only two weeks of vacation may split their vacation into not more than two periods of one week each.

(2) The vacation period of yardmen who qualify for only three weeks of vacation may split their vacation into not more three periods of one week each.

(3) The vacation period of yardmen who qualify for more than three weeks of vacation may split their vacation into not more than three different vacation slot periods.

(p) - An employee may take up to one week of his annual vacation in single day increments, provided, however, that such employee shall be automatically marked up for service upon the expiration of any single day vacation.

**Section 2** - Employees qualified under Section 1 hereof shall be paid for their vacations as follows:

#### **General**

(a) - An employee receiving a vacation, or pay in lieu thereof, under Section 1 shall be paid for each week of such vacation  $\frac{1}{52}$  of the compensation earned by such employee under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1(i)) during the calendar year preceding the year in which the vacation is taken, but in no event shall such pay for each week of vacation be less than six (6) minimum basic days' pay at the rate of the last service rendered, except as provided in subparagraph (b).

(b) - Beginning on the date Agreement "A" dated September 21, 1950, May 25, 1951 or May 23, 1952, became or becomes effective on any carrier, the following shall apply insofar as yard service employees and employees having interchangeable yard and road rights covered by said agreement are concerned:

## **Yard Service**

(1) An employee receiving a vacation, or pay in lieu thereof, under Section 1 shall be paid for each week of such vacation 1/52 of the compensation earned by such employee under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1(i)) during the calendar year preceding the year in which the vacation is taken, but in no event shall such pay for each week of vacation be less than five (5) minimum basic days' at the rate of the last service rendered.

## **Combination of Yard and Road Service**

(2) An employee having interchangeable yard and road rights receiving a vacation, or pay in lieu thereof, under Section 1 shall be paid for each week of such vacation 1/52 of the compensation earned by such employee under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1(i)) during the calendar year preceding the year in which the vacation is taken; provided that, if the vacation is taken during the time such employee is working in road service such pay for each week of vacation shall be not less that six (6) minimum basic days' pay at the rate of the last road service rendered, and if the vacation is taken during the time such employee is working in yard service such pay for each week of vacation shall not be less than five (5) minimum basic days' pay at the rate of the last yard service rendered.

**NOTE:** Section 2(b) applicable to yard service shall apply to yard, belt line and transfer service and combinations thereof, and to hostling service.

**Section 3** - Vacations, or allowances therefor, under two or more schedules held by different organizations on the same carrier shall not be combined to create a vacation of more than the maximum number of days provided for in any of such schedules.

**Section 4** - Time off on account of vacation will not be considered as time off account employee's own accord under any guarantee rules and will not be considered as breaking such guarantees.

**Section 5** - The absence of an employee on vacation with pay, as provided in this agreement, will not be considered as a vacancy, temporary, or otherwise, in applying the bulletin rules of schedule agreements.



**Section 6** - Vacations shall be taken between January 1st and December 31st; however, it is recognized that the exigencies of the service create practical difficulties in providing vacations in all instances. Due regard, consistent with requirements of the service, shall be given to the preference of the employee in his seniority order in the class of service in which engaged when granting vacations. Representatives of the carriers and of the employees will cooperate in arranging vacation periods, administering vacations and releasing employees when requirements of the service will permit. It is understood and agreed that vacationing employees will be paid their vacation allowances by the carriers as soon as possible after the vacation period but the carriers recognize that there may be some delay in such payments. It is understood that in any event such employee will be paid his vacation allowance no later than the second succeeding payroll period following the date claim for vacation allowance is filed.

**Section 7 (a)** - Vacations shall not be accumulated or carried over from one vacation year to another. However, to avoid loss of time by the employee at end of his vacation period, the number of vacation days at the request of the employee may be reduced in one year and adjusted in the next year.

(b) - After the vacation begins layover days during the vacation period shall be counted as a part of the vacation.

**Section 8** - The vacation provided for in this agreement shall be considered to have been earned when the employee has qualified under Section 1 hereof. If an employee's employment status is terminated for any reason whatsoever, including but not limited to retirement, resignation, discharge, noncompliance with a union shop agreement, or failure to return after furlough, he shall, at the time of such termination, be granted full vacation pay earned up to the time he leaves the service, including pay for vacation earned in the preceding year or years and not yet granted, and the vacation for the succeeding year if the employee has qualified therefor under Section 1. If an employee thus entitled to vacation or vacation pay shall die, the vacation pay earned and not received shall be paid to such beneficiary as may have been designated, or, in the absence of such designation, the surviving spouse or children or his estate, in that order of preference.

**Section 9** - The terms of this agreement shall not be construed to deprive any employee of such additional vacation days as he may be entitled to receive under any existing rule, understanding or custom, which additional vacation days shall be accorded under and in accordance with the terms of such existing rule, understanding or custom.

Beginning on the date Agreement "A" dated September 21, 1950, May 25, 1951, or May 23, 1952, became or becomes effective on any carrier, such additional vacation days shall be reduced by 1/6th with respect to yard service employees, and with respect to any yard service employee having interchangeable yard and road rights who receives a vacation in yard service.

**Section 10** - Any dispute or controversy arising out of the interpretation or application of any of the provisions of this agreement will be handled on the property in the same manner as other disputes. If the dispute or controversy is not settled on the property, either party may submit the dispute or controversy to arbitration in accordance with the procedures of Section 3 of the Railway Labor Act.

**Section 11** - This vacation agreement shall be construed as a separate agreement by and on behalf of each carrier party hereto, and its railroad employees represented by the respective organizations signatory hereto, and effective July 1, 1949, supersedes the Consolidated Uniform Vacation Agreement dated June 6, 1945, insofar as said agreement applies to and defines the rights and obligations of the carriers parties to this agreement and the employees of such carriers represented by the Brotherhood of Locomotive Engineers and the United Transportation Union.

**Section 12** - This vacation agreement shall continue in effect until changed or modified in accordance with provisions of the Railway Labor Act, as amended.

**Section 13** - This agreement is subject to approval of courts with respect to carriers in hands of receivers or trustees.

**Section 14** - The parties hereto having in mind conditions which exist or may arise on individual carriers in making provisions for vacations with pay, agree that the duly authorized representative (General Chairman) of the employees, party to this agreement, and the officer designated by the carrier, may enter into additional written understandings to implement the purposes of this agreement, provided that such understandings shall not be inconsistent with this agreement.

#### **SIGNATURES OMITTED**

#### **MEMORANDUM**

Chicago, Illinois, April 29, 1949

Referring to agreement, signed this date, between employees represented by the Brotherhood of Locomotive Engineers, Brotherhood of Railroad Trainmen, and the Switchmen's Union of North America, and Carriers represented by the Eastern, Western and Southeastern Carriers' Conference Committees, with respect to vacations with pay:

In computing basic days in miles or hours paid for, as provided in Section 1 of said agreement, the parties agree that the following interpretations shall apply:

1. A trainman in passenger service, on a trip of 300 miles, upon which no overtime or other allowances accrue, will be credited with two basic days.

2. An employee in freight service on a run of 125 miles, upon which no overtime or other allowances accrue, will be credited with 1-1/4 basic days.
3. An employee in freight service on a run of 125 miles, with a total time on duty of 14 hours on the trip, will be credited with 1-3/4 basic days.
4. An employee in yard service working 12 hours will be credited with 1-1/2 basic days.
5. An employee in freight service, run-around and paid 50 miles for same, will be credited with 1/2 basic day.
6. An employee in freight service, called and released and paid 50 miles for same, will be credited with 1/2 basic day.
7. An employee in freight service, paid no overtime or other allowances, working as follows:

1 <sup>st</sup> trip .....	150 miles
2 <sup>nd</sup> trip.....	140 miles
3 <sup>rd</sup> trip.....	120 miles
4 <sup>th</sup> trip	150 miles
5 <sup>th</sup> trip	<u>140 miles</u>
TOTAL... ..	... 700 miles

will be credited with seven basic days.

8. An employee in freight service makes trip of 80 miles in 8 hours or less, for which he is paid 100 miles, will be credited with 1 basic day.
9. An engineman in passenger service makes a trip of 100 miles or less in 5 hours, will be credited with 1 basic day.
10. An engineman in short-turn-around passenger service, makes a trip of 100 miles or less, on duty eight hours within a spread of nine hours, will be credited with 1 basic day.
11. A trainman in short-turn-around passenger service, makes a trip of 150 miles or less, on duty eight hours within a spread of nine hours, will be credited with 1 basic day.
12. A trainman in short-run-around passenger service, makes a trip of 150 miles or less, total spread of time 10 hours, on duty eight hours within the first nine hours, will be credited with 1-1/8 basic days.

13. An employee in freight service, deadheading is paid 50 miles for same, will be credited with 1/2 basic day.
14. An employee is paid eight hours under the held-away-from-home terminal rule, will be credited with 1 basic day.
15. An employee is allowed one hour as arbitrary allowance, will be credited with 1/8 basic day.

SIGNATURES NOT REPRODUCED

## ATTACHMENT 1

### INTERPRETATION OF CONTINUOUS SERVICE PROVISIONS OF SECTION I OF VACATION AGREEMENT

In the granting of vacations subject to agreements held by the five operating organizations, service rendered for the carrier will be counted in establishing five or fifteen or more years of continuous service, as the case may be, where the employee transferred in service to a position subject to an agreement held by an organization signatory to the April 29, 1949 Vacation Agreement, provided there was no break in the employee's service as a result of the transfer from a class of service not covered by an agreement held by an organization signatory to the April 29, 1949 Agreement. This understanding will apply only where there was a transfer of service.

This understanding will apply commencing with the year 1956 but will also be applicable to claims of record properly filed with the carrier on or after January 1, 1955, for 1955 vacations and on file with the carrier at the date of this understanding. No other claims for 1955 based on continuous service will be paid. Standby agreements will be applied according to their terms and conditions for the year 1955.

Signed at Chicago, Illinois, this 18th day of January, 1956.

## ATTACHMENT 2

### NATIONAL RAILWAY LABOR CONFERENCE

July 19, 1972

Mr. M.W. Hampton  
Assistant President  
United Transportation Union  
15401 Detroit Avenue  
Cleveland, Ohio 44107

Dear Mr. Hampton:

In accordance with our understanding, this is to confirm that in the granting of vacations to firemen (helpers) subject to the provisions of the Operating Vacation Agreement of April 29, 1949, as amended, who have transferred (without a break in the employment relationship) to that class of service from a class of service not covered by an agreement held by an organization signatory to the Operating Vacation Agreement of April 29, 1949, all service rendered for the carrier in the class or classes of service not so covered will be counted in establishing the requirements of such Agreement as to the years of continuous service, the days of service rendered during the years of continuous service and service rendered in the calendar year preceding the year in which the vacation is taken in the same manner as if the service not covered had been subject to the provisions of the Operating Vacation Agreement.

Will you please confirm your acceptance of this understanding by affixing your signature in the space provided therefor below.

Yours very truly,  
William H. Dempsey  
William H. Dempsey

ACCEPTED:

M. W. Hampton

**ATTACHMENT 3**

May 8, 1996  
#7

Mr. Charles L. Little  
President  
United Transportation Union  
14600 Detroit Avenue  
Cleveland, Ohio 44107

Dear Mr. Little:

This confirms our understanding regarding Article V - Benefits Eligibility of Document 'A' of the Agreement of this date.

This will confirm our understanding that vacation qualification criteria in effect on the date of this Agreement shall continue to apply to employees represented by the organization who hold positions as working General Chairmen, Local Chairmen, and state legislative directors ("local officials"). In other words, the changes in qualification as set forth in Article V, Section 2 are not intended to revise vacation qualification conditions for such local officials. It is further understood that by providing this exclusion it is not intended that the total number of such officials covered be expanded.

Please acknowledge your agreement by signing your name in the space provided below.

Yours very truly,

Robert F. Allen

I agree.

C. L. Little

**ATTACHMENT 4**

May 31, 1996  
#6

Mr. Ronald P. McLaughlin  
President  
Brotherhood of Locomotive Engineers  
Standard Building  
1370 Ontario Street  
Cleveland, OH 44113-170

General Chairman

Gentlemen:

This confirms our understanding regarding Article V - Benefits Eligibility of the Agreement of this date.

This will confirm our understanding that vacation qualification criteria in effect on the date of this Agreement shall continue to apply to employees represented by the organization who hold positions as working General Chairmen, Local Chairmen, and State Legislative Board Chairmen ("local officials"). In other words, the changes in qualification as set forth in Article V, Section 2 are not intended to revise vacation qualification conditions for such local officials. It is further understood that by providing this exclusion it is not intended that the total number of such officials covered be expanded.

Please acknowledge your agreement by signing your name in the space provided below.

Yours very truly  
R. F. Allen  
Robert F. Allen

I agree:  
*R. P. McLaughlin*  
*J. B. Dagnon*  
*R. P. McLaughlin*  
*Dennis A. Arouca*  
*General Chairman*  
*J.J. Fleps*  
*K.R. Peifer*  
*H.I. Salmons*  
*R.S. Spenski*  
*T.L. Watts*



-APPENDIX NO. 3-  
SPLIT VACATIONS

(1) When two vacation periods are requested, only one of such periods will be assigned during the months of June, July or August.

(2) After all yardmen have been assigned a vacation period, the remaining vacation period of yardmen who requested split vacation periods will be assigned for available remaining periods with due regard to seniority standing of the employee consistent with requirements of the service.

(3) A yardman assigned to an outlying point, who requests and is assigned a split vacation, shall begin each of such vacation periods on the first day of his current work week. In the application of Section 4, Appendix 4 of the current Yardmen's Schedule, it is understood that under this Split Vacation Agreement the starting date of the vacation periods shall be changed to the first day of his assigned work week either immediately preceding or following his originally scheduled vacation dates.

(4) The rate of the last service performed prior to the date the yardman begins the first period of his vacation will be used in determining the total amount of vacation pay due the employee for the entire two or three vacation periods, or the entire vacation compensation if on a minimum day basis, the same as though the annual vacation has not been split into two or three periods.

-APPENDIX NO. 4-  
VACATION ASSIGNMENTS

(1) In order to determine the maximum number of employees the Carrier will be required to schedule for vacation in any given week, separate by crafts (conductors, trainmen and yardmen), each location responsible for preparing vacation schedules will determine the total number of weeks of vacation due each separate craft, which number will be divided by 52. This number will be increased by 25% to determine the maximum number of employees the Carrier will be required to schedule for vacation in any given week. After application of the percentage factor, any fraction will be rounded off to the next higher whole number. The local supervision and Local Chairmen can mutually agree to a greater or lesser number, depending upon service requirements during a particular period.

(2)(a) The number of allocated vacation "slots" in each class (i.e. road, yard, engineer, conductor, brakeman, yardman) will be based upon the class held by employees on October 1 of the calendar year and shall determine the allocation of vacation "slots" for the following year and, except as provided by (b) below, shall determine how vacations shall be assigned by class.

(b) The assignment of engineer vacation "slots," driven by the October 1 date, shall be assigned to the senior engineers regardless of the craft the senior engineers are working in, i.e. ground or engine service, in accordance with existing vacation agreement provisions.

(c) The assignment of ground-service vacations "slots," driven by the October 1 date, shall be assigned to the senior ground-service employees regardless of the craft the senior ground-service employees are working in, i.e. ground or engine service, in accordance with existing vacation agreement provisions. (From Flowback Agreement)

(d) (Applicable only to employees without engine-service seniority) The last service performed prior to 12:01 a.m., October 1 of each year will determine the applicable vacation schedule for that employee, i.e., conductor, trainman or yardman including extra boards as well as location, unless there is another system in effect locally which the parties desire to retain in lieu of the above.

(<sup>3</sup>) In scheduling vacations of more than one consecutive week, for conductors, trainmen and yardmen, an overlap of one week will be permitted in order to fill open slots.

Example: An employee requests three consecutive weeks' vacation in May and only two weeks are open and available. The entire three weeks may be assigned with one week overlapping into a slot already filled.

An employee requests four consecutive weeks vacation in August but only two weeks are available. Four weeks will not be assigned to this employee in August since it would result in more than a one-week overlap.

(4) When the scheduled starting date of a regularly assigned employee's vacation falls on other than the first day of his work week, he may, not later than seven (7) calendar days prior to such date, by written notice to the General Manager, request that the starting date of his vacation be changed to the first day of his assigned work week immediately preceding or following his originally scheduled vacation date.

(5) Bulletins will be posted in December, on each division, requesting each employee to express in writing his first, second and third choice of preferred starting date of vacation period.

(6) Vacation schedules will be prepared by the Local Chairman and a representative of the Carrier on each division and will provide for a specific vacation period(s) for each employee qualifying for vacation, due consideration being given to employees' seniority, choice of vacation periods and the needs of the service.

(7) The classification, e.g. conductor, brakeman, engineer, fireman, etc. in which an employee is working at the time the vacation schedules are prepared will determine the schedule on which his name will appear, with the understanding that (1) no change will be made in the original vacation schedule even though an employee may be subsequently promoted or demoted to another class, and (2) his vacation allowance will be computed under the terms of the vacation agreement covering the classification in which the employee is working at the time of his vacation. For example, if an employee was originally scheduled for a vacation as a brakeman, but is working as a conductor at the time he was scheduled to start his vacation, no change will be made in his vacation dates, and he will be paid for the vacation or in lieu thereof under the terms of the Conductors' and Firemen's Vacation Agreement.

(8) Appropriate bulletins will be posted designating the vacation periods assigned to the respective employees.

(9) Employees absent on leave the entire year will be considered as scheduled for vacation the last available week(s) of the year, depending upon service qualifications. An employee who returns to service will be eligible to bid only for a vacation period commencing after their return to service. Employee on force reduction subject to recall to service will be considered the same as on authorized leave, in the event they do not have an opportunity to bid at the regular time of scheduling vacations, and may file vacation preference bids at the time of recall and return to service if recalled to report in sufficient time to secure vacation to which entitled; otherwise they will be assigned vacation periods in the last available week(s) of the year. It is understood that vacations scheduled

during the regular time will not be disturbed by these late bidders and that service requirements will continue to be the governing factor in setting all vacation periods.

APPENDIX NO. 5-  
YARDMEN WORKING AS YARDMASTERS

In instances where yardmen are worked as extra yardmasters, but qualified for a vacation under the yardmen's vacation agreement by working the required 150 qualifying days, they will be compensated for their vacations on the basis of their combined earnings as yardmen and yardmasters, but in instances wherein such yardmen were granted or paid in lieu of vacations under the Yardmasters' Agreement, the amount of such payment will be deducted from the total vacation allowance so that no individual would receive a greater vacation allowance under both agreements than he would receive under either separately.

-APPENDIX NO. 6-  
PAID HOLIDAYS AND PERSONAL LEAVE DAYS

Section 1 Regularly Assigned Yard Service employees

(a) Each regularly assigned yard service employee, who meets the qualifications provided in Paragraph (b) hereof, shall receive one basic day's pay at the pro rata rate of the position to which regularly assigned for each of the following enumerated holidays:

New Year's Day  
President's Day  
Good Friday  
Memorial Day  
Fourth of July  
Labor Day  
Thanksgiving Day  
Day After Thanksgiving Day  
Christmas Eve (the day before Christmas is observed)  
Christmas Day  
New Year's Eve (the day before New Year's Day is observed)

Only one basic day's pay shall be paid for the holiday irrespective of the number of shifts worked.

NOTE: When any of the above-listed holidays falls on Sunday, the day observed by the State or Nation shall be considered the holiday.

(b) To qualify, a regularly assigned employee must be available for or perform service as a regularly assigned employee on the workdays immediately preceding and following such holiday, and if his assignment works on the holiday, the employee must fulfill such assignment. However, a regularly assigned yard service employee whose assignment is annulled, cancelled or abolished, or a regularly assigned yard service employee who is displaced from a regular assignment as a result thereof on (1) the workday immediately preceding the holiday, (2) the holiday, or (3) on the workday immediately following the holiday will not thereby be disqualified for holiday pay provided he does not lay off on any of such days and makes himself available for yard service on each of such days excepting the holiday in the event the assignment does not work on the holiday. If the holiday falls on the last day of an employee's work week, the first workday following his "days off" shall be considered the workday immediately following. If the holiday falls on the first workday of his work week, the last workday of the preceding work week shall be considered the workday immediately preceding the holiday.

NOTE 1: A regularly assigned yard service employee who qualifies for holiday pay under Paragraph (b) above shall not be deprived thereof by reason of changing from one regular yard assignment to another regular yard assignment on the workday immediately preceding or following the holiday or on the holiday.

NOTE 2: A regularly assigned yard service employee whose assignment is annulled, cancelled, or abolished, or a regularly assigned yard service employee who is displaced from a regular assignment as a result thereof as set forth above in Paragraph (b), and who reverts to the extra board, will be considered "available" if he marks himself on the extra board in sufficient time under existing applicable mark-up rules to work a tour of duty at the first opportunity permitted by such applicable rules.

NOTE 3: An employee will be deemed to have performed service or fulfilled his assignment if he is required by the Carrier to perform other service in accordance with rules and practices on the Carrier.

NOTE 4: Special Qualifying Provision — Employee Qualifying for Christmas Eve and Christmas Day, Thanksgiving Day and Day After Thanksgiving Day and New Year's Eve and New Year's Day

An employee who meets all other qualifying requirements will qualify for holiday pay for both Christmas Eve and Christmas Day if on the "workday" (for a regularly assigned employee) or the "calendar day" (for an extra or unassigned employee) immediately preceding the Christmas Eve holiday he fulfills the qualifying requirements applicable to the "workday" or the "calendar day" before the holiday and on the "workday" or the "calendar day," as the case may be, immediately following the Christmas Day holiday he fulfills the qualifying requirements applicable to the "workday" or the "calendar day" after the holiday.

An employee who does not qualify for holiday pay for both Christmas Eve and Christmas Day may qualify for holiday pay for either Christmas Eve or Christmas Day under the provisions applicable to holidays generally.

(c) Yard service employees who work on any of the eleven specified holidays shall be paid at the rate of time and one-half for all services performed on the holiday with a minimum of one and one-half times the rate for the basic day, and the allowance of one basic day's pay provided for in Paragraph (a) of this Section 1 for qualifying employees shall be in addition thereto.

(d) In yards operating under strict seniority or markup boards determination of "regularly assigned employees" for the purpose of applying the qualifying provisions of Paragraph (b) of this Section 1 shall be the subject of negotiations on the individual properties.

(e) This Section 1 applies only to regularly assigned yard service employees paid on an hourly or daily basis, who are subject to yard rules and working conditions. Except as provided for in Note 3 to Section 1(b) above, each of the qualifying days of service provided in Paragraph (b) of this Section 1 must be performed in yard service.

(f) Existing weekly or monthly guarantees shall be modified to provide that where a holiday falls on the workday of the assignment, payment of a basic day's pay pursuant to Paragraph (a) of this Section 1, unless the regularly assigned employee fails to qualify under Paragraph (b) of this Section 1, shall satisfy such guarantee. Nothing in this Section 1 shall be considered to create a guarantee where none now exists, or to change or modify rules or practices dealing with the Carrier's right to annul assignments on the holidays enumerated in Paragraph (a) of this Section 1.

(g) That part of all rules, agreements, practices or understandings which require that yard crew assignments or individual assignments for yardmen be worked a stipulated number of days per week or month will not apply to the eleven holidays herein referred to but where such an assignment is not worked on a holiday, the holiday payment to qualified employees provided by this section, will apply.

(h) As used in this Section 1, the terms "workday" and "holiday" refer to the day to which service payments are credited.

(i) When one or more designated holidays fall during the vacation period of an employee, his qualifying days for holiday pay purposes shall be his workdays immediately preceding and following the vacation period. In road service, lost days preceding or following the vacation period due to the away-from-home operation of the individual's run shall not be considered to be workdays for qualifying purposes.

(j) Not more than one time and one-half payment will be allowed, in addition to the "one basic day's pay at the pro rata rate," for service performed during a single tour of duty on a holiday which is also a work day or a vacation day.

(k) Nothing in this Section 1 shall be considered to change or modify application of the Vacation Agreement effective July 1, 1949, as amended, and Article 3 (Five-Day Work Week) of the Agreement of May 25, 1951, as amended.



## Section 2 - Extra Yard Service Employees

(a) Each extra yard service employee, who meets the qualifications provided in Paragraph (b) of this Section 3 shall receive one basic day's pay at the pro rata rate on any of the following enumerated holidays:

- New Year's Day
- President's Day
- Good Friday
- Memorial Day
- Fourth of July
- Labor Day
- Thanksgiving Day
- Day After Thanksgiving Day
- Christmas Eve (the day before Christmas is observed)
- Christmas Day
- New Year's Eve (the day before New Year's Day is observed)

Only one basic day's pay shall be paid for the holiday irrespective of the number of shifts worked. If more than one shift is worked on the holiday the allowance of one basic day's pay shall be at the rate of pay of the first tour of duty worked.

NOTE: When any of the above-listed holidays falls on Sunday, the day observed by the State or Nation shall be considered the holiday.

(b) To qualify, an extra yard service employee must—

(1) perform yard service on the calendar days immediately preceding and immediately following the holiday, and be available for yard service the full calendar day on the holiday, or,

(2) be available for yard service on the full calendar days immediately preceding and immediately following the holiday and perform yard service on such holiday, or,

(3) if such employee cannot qualify under Section 2(b)(1) or (b)(2), then in order to qualify he must be available for yard service on the full calendar days immediately preceding and immediately following and the holiday, or perform yard service on any one or more such days and be so available on the other day or days, and compensation for yard service paid him by the Carrier is credited on 11 or more of the 30 calendar days immediately preceding the holiday.

NOTE 1: An employee whose service status changes from an extra yard service employee to a regularly assigned yard service employee or vice versa on one of the qualifying days shall receive the basic day's pay provided in Paragraph (a) of Section 2 provided (1) he meets the qualifications set forth in Paragraph (b) of Section 2 on the day or days he is an extra yard service employee and (2) he meets the qualifications set forth in Paragraph (b) of Section 2 on the day or days he is a regularly assigned yard service employee, provided further, that a regularly assigned yard service employee who voluntarily changes his service status to an extra yard service employee on any of the 3 qualifying days shall not be entitled to receive the pay provided for in Paragraph (a) of Section 2.

NOTE 2: For the purpose of Section 2, an extra yard service employee will be deemed to be available if he is ready for yard service and does not lay off of his own accord, or if he is required by the Carrier to perform other service in accordance with rules and practices on the Carrier.

NOTE 3: The term "extra yard service employee" shall include an extra employee on a common extra list protecting both road and yard service, except that an employee, while performing road service, shall not be regarded as being available for yard service, unless compensation for yard service paid him by the Carrier is credited on 11 or more of the 30 calendar days immediately preceding the holiday.

NOTE 4: The term "yard service" as used herein applies only to yard service paid for on an hourly or daily basis and subject to yard rules and working conditions.

NOTE 5: Special Qualifying Provision — Employee Qualifying for Christmas Eve and Christmas Day, Thanksgiving Day and Day After Thanksgiving Day and New Year's Eve and New Year's Day.

An employee who meets all other qualifying requirements will qualify for holiday pay for both Christmas Eve and Christmas Day if on the "workday" (for a regularly assigned employee) or the "calendar day" (for an extra or unassigned employee) immediately preceding the Christmas Eve holiday he fulfills the qualifying requirements applicable to the "workday" or the "calendar day" before the holiday and on the "workday" or the "calendar day," as the case may be, immediately following the Christmas Day holiday he fulfills the qualifying requirements applicable to the "workday" or the "calendar day" after the holiday.

The holiday pay qualifications for Christmas Eve — Christmas shall also be applicable to Thanksgiving Day — day after Thanksgiving Day and the New Year's Eve — New Year's Day holidays.

(c) Yard service employees who work on any of the eleven specified holidays shall be paid at the rate of time and one-half for all services performed on the holiday with a minimum of one and one-half times the rate for the basic day, and the allowance of one basic day's pay provided for in Paragraph (a) of this Section 2 for qualifying employees shall be in addition thereto.

(d) As used in this Section 2 the terms "calendar day" and "holiday" on which yard service is performed refer to the day to which service payments are credited.

(e) When one or more designated holidays fall during the vacation period of the employee, his qualifying days for holiday pay purposes shall be his workdays immediately preceding and following the vacation period. In road service, lost days preceding or following the vacation period due to the away-from-home operation of the individual's run shall not be considered to be workdays for qualifying purposes.

(f) Not more than one time and one-half payment will be allowed, in addition to the "one basic day's pay at the pro rata rate," for service performed during a single tour of duty on a holiday which is also a work day or a vacation day.

(g) Nothing in this Section 2 shall be considered to change or modify application of the Vacation Agreement effective July 1, 1949, as amended, and Article 3 (Five-Day Work Week) of the Agreement of May 25, 1951, as amended.

### Section 3 - Personal Leave Days

(From the 1981 Crew Consist, Article 22)

(a) Effective May 15, 1981, all train service employees in road freight service not covered by the National Paid Holiday Rules will be entitled to personal leave days on the following graduated basis:

<u>Years of Service</u>	<u>Personal Leave Days Per Year</u>
Less than 5 years	2 Days
Five years and less than 10 years	4 Days
Ten years and less than 15 years	6 Days
Fifteen years and less than 20 years	8 Days
Twenty years or more	11 Days

NOTE: The maximum number of Personal Leave Days was increased from 10 to 11 in accordance with the 1990 Crew Consist, Article VI.

(From the 1990 Crew Consist, Article 6)

1. All conductors, brakemen and yardmen on any assignment including extra boards and unassigned service will be entitled to personal leave days under Article 22 as amended herein.
2. Increase the maximum number of personal leave days to eleven (11) days.
3. The maximum number of combined holiday and personal leave days is increased to eleven (11) days.
4. Personal leave days may be observed per Article 22(c) or the employee may receive payment for such days without laying off.
5. Ungranted or unused personal leave days may be accumulated and carried over up to a maximum of sixty (60) days.
6. An employee may elect to receive payment for part or all carry-over days in his account at any time. Ungranted or unused personal leave days will be paid at the rate of pay in effect for the craft the employee is working in on the date the personal leave day (s) is (are) taken.
7. The employee may elect to claim holiday pay or may accumulate a personal leave day in lieu of the holiday.
8. If an employee resigns, retires, dies, or is dismissed from service, the number of personal leave days in his account as of December 31 of the prior year will be payable to the employee or his estate.
9. At the end of each calendar year, the General and Local Chairman will be furnished a list of the number of accumulated personal leave days for each employee.

-APPENDIX NO. 7-  
LANTERNS

1. The Carrier will permit the use of white electric hand lanterns by trainmen and yardmen.
2. Trainmen and yardmen will be furnished electric hand lantern by the Carrier on which employed upon depositing with that Carrier the actual cost thereof.
3. Deposits for lanterns secured from the Carrier may be made by trainmen and yardmen by depositing cash therefor or by signing a deduction order for the amount to be deducted from their pay checks on the current payroll.
4. When a trainman or yardman leaves the service, either voluntarily, by discharge or by death, or those retaining employee relationship but not in active service, the lantern may be returned to the Carrier, whereupon the amount of deposit made when the lantern was issued shall be refunded to him or his estate or heirs.
5. Replacement of lanterns will be made by the Carrier without cost to the employee under the following conditions:
  - A. When worn out or damaged in the performance of Carrier service upon return of the lantern issued by the Carrier.
  - B. When stolen while employee is on duty without neglect on part of employee.
  - C. When destroyed in the performance of duty.
6. Employees will not be compelled to purchase lantern from the Carrier, but may purchase it from other sources of their own choice, provided, however, that any lantern so purchased must conform with the standard prescribed by the Carrier.
7. The electric lantern, bulbs and batteries must be of a standard prescribed by the Carrier, and the lantern must be equipped with not less than two white bulbs for instant use and a provision for a spare white bulb to be carried in the lantern.
8. The Carrier will maintain at convenient locations a supply of batteries and bulbs to be drawn by trainmen and yardmen as needed to replace those worn out or broken without cost to the employees.

-APPENDIX NO. 8-  
PROTECTION FOR EMPLOYEES

(Language from the 1972 National Agreement)

The scope and purpose of Article XIII is to provide, to the extent specified herein, for fair and equitable arrangements to protect the interests of certain of the carriers' employees represented by the United Transportation Union who are adversely affected by the application of Article VII — Interchange, Article IX — Road-Yard Movements, and Article XII — Interdivisional Service of this Agreement; therefore, fluctuations and changes in volume or character of employment brought about by other causes are not within the purview of this article.

Section 1. Definitions.

Whenever used in this article, unless the context requires otherwise:

(a) "Implementation" means the application and implementation of the provisions of Article VII — Interchange, Article IX — Road-Yard Movements, or Article XII — Interdivisional Service of this Agreement.

(b) "Displaced Employee" means a carrier employee represented by the UTU who as a result of an Implementation is placed in a worse position with respect to his compensation.

(c) "Dismissed Employee" means a carrier employee represented by the UTU who as a result of an Implementation is deprived of employment with the carrier because of the abolition of his position or the loss thereof as a result of the exercise of seniority rights by an employee whose position is abolished as a result of an Implementation.

(d) "Protective Period" for employees covered by Section 2(a) of this article means that period of time during which a Displaced or Dismissed Employee is to be provided protection hereunder. The Protective Period for such employee shall extend from the date he is displaced or dismissed for a period of time equal to the length of time which such employee has seniority in the craft or class at the time he is adversely affected. In no event, however, will the Protective Period extend beyond the employee's 65<sup>th</sup> birthday. Where an employee holds seniority as a conductor and brakeman or yardman or as an engineer and fireman, the earlier seniority date shall govern. In the event such a Displaced Employee elects to remain in the carrier's service after the first day of the month following the month he attains age 65, he will no longer receive any of the protective benefits of this Article XIII and the carrier may terminate on the same seniority district the protective benefits then being provided the junior Dismissed or Displaced Employee receiving protection under this article on such seniority district on a one-for-one basis.

(e) "Protective Period" for employees covered by Section 2(b) of this Article means the six-year period of time from the date such employee is dismissed but not to exceed the length of time which such employee has seniority in the craft or class at the time he is dismissed. Where an employee holds seniority as a conductor and brakeman or yardman or as an engineer and fireman, the earliest seniority date shall govern.

## Section 2. Coverage

(a) Subject to the other provisions of this article, the protective benefits of Sections 3, 4, 5 and 6 of this Article XIII apply to:

(1) Employees adversely affected directly or indirectly by an Implementation of Article XII — Interdivisional Service.

(2) Regularly assigned employees assigned to yard crews that regularly spend more than 50 percent of their time in interchange work who are adversely affected as a result of an Implementation of the reciprocal interchange provisions of Section 5 of Article VII — Interchange. (Such employees will be determine by a joint check based upon the work performance of the involved yard crews for the 30 working days prior to the Implementation.)

(3) Regularly assigned employees assigned to interchange or transfer crews adversely affected by the interchange of solid trains provision under Section 1 of Article VII — Interchange.

(4) Employees of Terminal Companies adversely affected either directly or indirectly by the interchange of solid trains provision under Section 1 of Article VII — Interchange.

(b) Subject to the other provisions of this article, the protective benefits provided in Sections 4 and 5 of this Article XIII will be accorded to any employee of the carrier adversely affected by Article VII — Interchange, other than those covered by Subparagraphs (2) and (3) of Section 2(a) of this Article XIII, or Article IX — Road-Yard Movements.

(c) The protective provisions of this Section as applied to Terminal Company employees will include, in addition to the above, the exercise of seniority and acceptance of employment on the involved line-haul carriers, engine service employees being required to accept engine service employment and ground service employees being required to accept ground service employment. The involved line-haul carriers will make appropriate arrangements in connection with Subparagraph (a)(4) of this section and the foregoing.

### Section 3. Displacement Allowance.

(a) So long during his Protective Period after a Displaced Employee's displacement as he is unable, in the normal exercise of his seniority rights under existing agreements, rules and practices, to obtain a position producing compensation equal to or exceeding the compensation he received in the position from which he was displaced, he shall be paid a monthly displacement allowance equal to the difference between the monthly compensation received by him in the position in which he is retained and the average monthly compensation received by him in the position from which he was displaced.

(b) Each Displaced Employee's displacement shall be determined by dividing separately by 12 the total compensation received by the employee and the total time for which he was paid during the last 12 months in which he performed service immediately preceding the date of his displacement as a result of the Implementation (thereby producing average monthly compensation and average monthly time paid for in the test period). Both the above "total compensation" and the "total time for which he was paid" shall be adjusted to reflect the reduction on an annual basis, if any, which would have occurred during the period between December 26, 1970 and December 25, 1972 and 12 hours limit for any allowances paid thereafter). Such allowance shall also be adjusted to reflect subsequent general wage increases. In the event a Displaced Employee shall have less than 12 months of service his total compensation and total time paid for shall be divided by the number of months in which he performed service.

(c) If a Displaced Employee's compensation in his retained position in any month is less in any month in which he performs work than the aforesaid average compensation (adjusted to reflect subsequent general wage increases) to which he would have been entitled, he shall be paid the difference, less compensation for time lost on account of his voluntary absences to the extent that he is not available for service equivalent to his average monthly time paid for during the test period he shall be additionally compensated for such excess time at the rate of pay of the retained position.

(d) If a Displaced Employee fails to exercise his seniority rights to secure another position available to him which does not require a change in his place of residence, to which he is entitled under the Schedule Agreement and which carries a rate of pay and compensation exceeding those of the position which he elects to retain, he shall thereafter be treated for the purposes of this section as occupying the position he elects to decline.



(e) The displacement allowance shall cease prior to the expiration of the Protective Period in the event of the Displaced Employee's resignation, death, retirement or dismissal for justifiable cause.

#### Section 4. Dismissal Allowances.

(a) A Dismissed Employee shall be paid a monthly dismissal allowance, from the date he is deprived of employment and continuing through his protective period, equivalent to one-twelfth of the compensation received by him in the last 12 months of his employment in which he earned compensation prior to the date he is first deprived of employment as a result of the transaction. Such allowance shall be adjusted to reflect on an annual basis the reduction, if any, which would have occurred during the specified twelve month period had Public Law 91-169, amending the Hours of Service Act of 1907, been in effect throughout such period (i.e., 14 hours limit for any allowance paid during the period between December 26, 1970 and December 25, 1972 and 12 hours limit for any allowances paid thereafter). Such allowance shall also be adjusted to reflect subsequent general wage increases. In the event a Dismissed Employee shall have less than 12 months of service his total compensation and total time paid for shall be divided by the number of months to which he performed service.

(b) The dismissal allowance of any Dismissed Employee who returns to service with the carrier shall cease while he is so reemployed. During the time of such reemployment, he shall be entitled to protection in accordance with the provisions of Section 3.

(c) The dismissal allowance of any Dismissed Employee shall be reduced to the extent that his combined monthly earnings in other employment, any benefits received under any employment insurance law, and his dismissal allowance exceed the amount upon which his dismissal allowance is based. Such employee, or his representative, and the carrier shall agree upon a procedure by which railroad shall be currently informed of the earnings of such employee in employment other than with the carrier, and the benefits received.

(d) The dismissal allowance shall cease prior to the expiration of the protective period in the event of the employee's resignation, death, retirement, dismissal for justifiable cause under existing agreements, failure to return to service after being notified in accordance with the working agreement, or failure without good cause to accept a comparable position which does not require a change in his place of residence for which he is qualified and eligible with the carrier from which he was dismissed after being notified.

## Section 5. Separation Allowance.

A Dismissed Employee entitled to protection under this article, may, at his option within 7 days of his dismissal, resign and (in lieu of all other benefits and protections provided in this article) accept a lump sum payment computed in accordance with Section 9 of the Washington Job Protection Agreement of May, 1936.

## Section 6. Fringe Benefits.

No employee of a carrier who is affected by an Implementation shall be deprived during his Protective Period of benefits attached to his previous employment, such as free transportation, hospitalization, pensions, relief, et cetera, under the same conditions and so long as such benefits continue to be accorded to other employees of the carrier, in active service or on furlough as the case may be, to the extent that such benefits can be so maintained under present authority of law or corporate action or through future authorization which may be obtained.

## Section 7. Seasonal Fluctuations and Declines in Business.

(a) In the event of a decline in a carrier's business measured by the net revenue ton-miles in any 30-day period compared with the net revenue ton-miles for the corresponding period in the preceding calendar year, the number of employees who are receiving dismissal or displacement allowances may be reduced at any time during the said payroll period to the extent of one percent for each one percent decline. Such reductions in protected employees shall be made in inverse seniority order. Upon restoration of a carrier's volume of net revenue ton-miles employees must be returned to their protective status to the extent of one percent for each one percent rise in net revenue ton-miles. In the case of Terminal Companies, the decline in business shall be measured by the total number of loaded and empty cars received from and delivered to connecting carriers, including the number of loaded and empty cars handled in solid interchange trains, in any 30-day period compared with the volume of such interchange in the corresponding period in the preceding calendar year.

(b) In the event that an employee receiving a displacement allowance is subsequently placed in a worse position by reason of a seasonal fluctuation or a decline in business, so long as he continues in such position for that reason the amount paid him as his displacement allowance shall continue unchanged.

(c) In the event that a Displaced Employee is deprived of employment with the carrier as the result of a seasonal fluctuation or a decline in business, his dismissal allowance shall be the amount which was being paid him as his displacement allowance. An employee other than a Displaced Employee who is deprived of employment as the result of a seasonal fluctuation or a decline in business shall not be paid any protective benefits under this Article XIII.

## Section 8. Arbitration of Disputes.

(a) In the event the carrier and the UTU are unable to settle any dispute or controversy with respect to the interpretation, application or enforcement of any provision of this article within 20 days after the dispute arises, it may be referred by either party to an arbitration committee. Upon notice in writing served by one party on the other of intent by that party to refer a dispute or controversy to an arbitration committee, each party shall, within 10 days, select one member of the committee and the members thus chosen shall select a neutral member who shall serve as chairman. If any party fails to select its member of the arbitration committee within the prescribed time limits, the general chairman of the UTU or the highest officer designated by the carrier, as the case may be, shall be deemed the selected member, and the committee shall then function and its decision shall have the same force and effect as though all parties had selected their members. Should the members be unable to agree upon the appointment of the neutral member within 10 days, the parties shall then within an additional 10 days endeavor to agree upon a method by which a neutral member shall be appointed, and, failing such agreement, either party may request the National Mediation Board to designate within 10 days the neutral member whose designation will be binding upon the parties.

(b) The decision, by majority vote, of the arbitration committee shall be final, binding, and conclusive and shall be rendered within 45 days after the hearing of the dispute or controversy has been concluded and the record closed.

(c) The salaries and expenses of the neutral member shall be borne equally by the parties to the proceeding and all other expenses shall be paid by the party incurring them.

(d) In the event of any dispute as to whether or not a particular employee was adversely affected by an Implementation, it shall be his obligation to identify the adverse effect and specify the pertinent facts relied upon. If the facts so stated are sufficient to support a finding that the employee was so adversely affected by an Implementation, it shall then be the railroad's burden to disprove those facts or prove that other factors affected the employee.

## Section 9.

Any Displaced Employee required to change his residence because of the Implementation of Article XII — Interdivisional Service shall receive the benefits contained in Sections 10 and 11 of the Washington Job Protection Agreement except that he will be allowed 5 working days instead of "Two working days" as provided in Section 10 of said agreement, and in addition to such benefits shall receive a transfer allowance of \$400.00. The National Mediation Board is substituted for the Interstate Commerce Commission in Section 11(d) of said agreement. Change of residence shall not be considered "required" if the reporting point to which the employee is changed is not more than 30 miles from his former reporting point.

Section 10.

If any protective benefits greater than those provided in this Article are available under existing agreements, such greater benefits shall apply subject to the terms, conditions, responsibilities and obligations of both the carrier and employee under such agreements, in lieu of the benefits provided in this article. There shall be no duplication or pyramiding of benefits to any employees.

-APPENDIX NO. 9-  
PHYSICAL RE-EXAMINATION

In the event an employee of a class included in the scope of the working agreement with the Conductors, Trainmen, or Yardmen, who is found to be disqualified as a result of a reexamination conducted under the Company's rules governing physical examinations including eyesight, color sense and hearing feels that his physical condition does not justify removal from the service or restriction of his rights to service, such employee, upon request in writing by himself or his representative within 30 days following notice of disqualification, may be given further reexamination as follows:

- (a) If disqualified because of physical disabilities:
  - (1) The employee will be jointly reexamined by a physician designated by the Company and a physician of the employee's own choice who shall both be graduates of a Class (A) medical school of regular medicine. This reexamination will be conducted at the office of the Company's physician, unless otherwise mutually agreed to by the two physicians. If the two physicians agree that the man is disqualified, their decision is final; if they agree the man is qualified, he will be returned to the service.
  - (2) If the two physicians fail to agree, the employee's physician and the railroad's physician will select a third physician who shall be a practitioner of recognized standing in the medical profession and where any special type of case is involved must be a certified specialist in the disease or impairment which resulted in the employee's disqualification. The board of physicians thus selected will examine the employee and render a report of their findings within a reasonable time, not exceeding 15 days after their selection, setting forth the employee's physical condition and their conclusions as to whether he meets the requirements of the Company's physical examination rules. The 15-day period may be extended through mutual agreement between the General Chairman and the General Manager.
  - (3) The Railroad Company and the employee involved will each defray the expense of their respective physician. The fee of the third member of the board will be borne equally by the employee involved and the Railroad Company. Other examination expenses, such as X-ray, electrocardiograph, etc., will be borne equally by the employee involved and the Railroad Company.
  - (4) If the majority of the board of physicians conclude that the employee meets the requirements of the Company's physical

examination rules, he shall be permitted to return to the service from which removed.

(5) If there is any question as to whether there was any justification for restricting the employee's service or removing him from service at the time of his disqualification by the Company doctors, the original medical findings which disclose his condition at the time disqualified shall be furnished to the neutral doctor for his consideration and he shall specify whether or not, in his opinion, there was justification for the original disqualification. The opinion of the neutral doctor shall be accepted by both parties in settlement of this particular feature. If it is concluded that the disqualification was improper, the employee will be compensated for loss of earnings, if any, resulting from such restrictions or removal from service incident to his disqualification.

(6) Should the decision of the board of physicians be adverse to the employee and he considers that his physical condition has improved sufficiently to justify considering his return to service, a reexamination will be arranged upon request of the employee, or his representative, but not earlier than ninety (90) days after such decision, nor oftener thereafter than each ninety (90) days.

(b) If disqualified because of defects in vision, color sense or hearing:

When an employee upon reexamination fails to meet the required standards on vision, color sense, or hearing, such reexamination may, if requested by the employee or his representative within 30 days, be followed by a field test under joint direction of a committee consisting of two representatives of Management and two employees from the ranks of train, engine or yard service. Carrier may order the field test to be conducted in less than the 30 days referred to herein. The field test will be conducted in the following manner:

(1) FOR VISION AND COLOR PERCEPTION. The Field Test will be made with flags, lamps and signals used in daily operation of engines and trains, with or without glasses, at varying distances, but not to exceed two thousand (2000) feet for the correct observation by day and by night of block signals, signal lights, lamps, flags, and fusees, under service conditions. Whenever necessary, the tests for color perception shall include the varying atmospheric conditions existing with cloudy weather, smoke, rain, fog, mist and snow. The response to each test shall be as prompt as actual service conditions necessitate, and the tests may be repeated as frequently, and in whatever order may be necessary to determine the facts beyond reasonable doubt.

(2) FOR HEARING. The Field Test shall demonstrate ability to hear ordinary conversations, air whistle signals, torpedoes, and other audible signals, under service conditions. The response to each test shall be as prompt as actual service conditions necessitate, and the tests may be repeated as frequently, and in whatever order may be necessary to determine the facts beyond reasonable doubt.

(3) The Field Tests shall be held as soon as practicable after receipt of request therefor and will be so arranged that the responses are solely those of the individual tested without interference or aid; otherwise, the entire test shall be repeated.

(4) The Joint Committee will carefully record the different distances at which signals are displayed or given; the responses made by the individual tested, and the degree of promptitude of responses, and will make a joint report to the Management, advising whether the employee passed a satisfactory test and, if not, agreeing if possible in a recommendation as to the service, if any, to which the individual may be safely assigned.

-APPENDIX NO. 10-  
DEDUCTION AGREEMENT

(a) (1) Subject to the conditions hereinafter set forth, the Company will deduct all sums for initiation fees, periodic union dues, assessments and insurance premiums (not including fines and penalties) payable to the Organization by members of the Organization employed by the Company from wages earned in any services, upon the written and unrevoked authorization of a member, in the form agreed upon by the parties hereto, copy of which is identified as Attachment "A" and made a part hereof.

(2) The signed authorization may, in accordance with its terms, only be revoked by executing the revocation form specified herein within:

The fifteen (15) day period immediately following the first anniversary of the effective date of this agreement; or

Thereafter in any year within the fifteen (15) day period immediately following the anniversary date of this agreement.

Revocation of the authorization shall be in the form agreed upon by the parties, copy of which is identified as Attachment "B" and made a part hereof.

(3) Both the authorization forms and the revocation of authorization forms shall be reproduced and furnished to its members by the Organization, without cost to the Company. The Organization shall assume full responsibility for procuring the execution of the authorization forms by the members and for delivering such authorizations to the Company. In like manner, the revocation of an authorization shall be furnished by the member to the Organization, which shall be solely responsible for its delivery to the Company, as set forth in Paragraph (b) hereof.

(b) Deductions, as provided herein, shall be made by the Company in accordance with uniform certified deduction lists furnished to the Auditor of Disbursements in duplicate by the Treasurer of the Local of which the employee is a member. Such lists, together with authorization and revocation of authorization forms, shall be furnished to the Auditor of Disbursements on or before the tenth day of each month in which the deduction or termination of deduction is to become effective, as hereinafter provided. The original lists furnished shall show the member's name, the member's Social Security Number and the amount to be deducted, in the form approved by the Company. Thereafter, two lists



shall be furnished each month by the Treasurer of the Local to the Auditor of Disbursements, as follows:

- (1) A list showing any changes in the amounts to be deducted from the wages of members with respect to whom deductions are already being made. Such list shall show both the amounts previously authorized to be deducted and the new amounts to be deducted; also the names of members from whose wages no further deductions are to be made, which shall be accompanied by revocation of authorization forms signed by each member so listed. Where no changes are to be made, the list shall so state.
  - (2) A list showing additional members from whose wages the Company shall make deductions as herein provided, together with an authorization form signed by each member so listed. Where there are no such additional members the list shall so state.
- (c) Deductions, as provided for herein, will be made monthly by the Company from wages due members for the second period in each calendar month; and the Company will, subject to the provisions of Section 4 hereof, remit to the Organization the total amount of such deductions, less sums withheld in accordance with Section 5, on or before the twenty-fifth day of the month following the month in which such deductions are made. With such remittance the Company will furnish to the Treasurer of the Local Lodge a statement showing members from whom deductions were made and the amount of deductions.
- (d) (1) In the event earnings of a member are insufficient to permit the full amount of deduction, no deduction will be made and responsibility for collection shall rest entirely with the Organization.
- (2) The following payroll deductions shall have priority over deductions covered by this agreement:
- Federal, State and Municipal taxes and other deductions required by law, including garnishments and attachments.
  - Amounts due the Company.
  - Hospital Association contributions.
  - Prior valid assignments and deductions.
- (3) In cases where no deduction is made from the wages of a member due to insufficient earnings, or for other reasons, the amounts not deducted shall not be added to deduction lists for the member for any subsequent payroll period.

- (e) No cost will be charged against the Organization or the affected employees in connection with this Dues Deduction Agreement.
- (f) Responsibility of the Company under this agreement shall be limited to remitting the amounts actually deducted from wages of members, pursuant to this agreement, and the Company shall not be responsible, financially or otherwise, for failure to make deductions or for making improper or inaccurate deductions. Any question arising as to the correctness of the amount deducted shall be handled between the member involved and the Organization.
- (g) The Organization shall indemnify, defend and save harmless the Company from any and all claims, demands, liability, losses or damage resulting from the entering into or complying with the provisions of this agreement.
- (h) (1) In the event of any change in the representation of the craft or class of employees presently represented by the Organization party hereto, this agreement shall be automatically terminated as to such craft or class of employees as of the date official notification is received from the National Mediation Board of such change in representation as to such craft or class of employees.
- (2) This agreement shall become effective March 1<sup>st</sup>, 1958, and, except as provided in Paragraph (h)(1), shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended.

DEDUCTION AUTHORIZATION

I hereby assign to the UNITED TRANSPORTATION UNION (Conductors' and Trainmen's Committee) that part of my wages necessary to pay my initiation fees, periodic dues, assessments and insurance premiums (not including fines and penalties) as reported to The Atchison, Topeka and Santa Fe Railway Company, by the Treasurer of my Local Lodge in monthly statements, certified by him, as provided under the Deduction Agreement entered into by and between the Organization and the Company effective February 1, 1974 and I hereby authorize the Company to deduct from my wages all such sums and to pay them over to the Treasurer of my Local.

This authorization may be revoked by the undersigned in writing, in the manner provided for in Section 1(b) of the Deduction Agreement.

NAME \_\_\_\_\_  
(Last) (First) .. (Middle Initial)

Employee Social Security Account No. \_\_\_\_\_

Home Address \_\_\_\_\_  
Street and Number

\_\_\_\_\_  
City, State and Zip Code

Division \_\_\_\_\_

Occupation \_\_\_\_\_

\_\_\_\_\_, 19\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Lodge No.

ATTACHMENT "B"

DEDUCTION AUTHORIZATION

REVOCATION

Effective

\_\_\_\_\_, I hereby  
revoke the Deduction Authorization now in effect, assigning to the United  
Transportation Union (Conductors' and Trainmen's Committee) that part of my  
wages necessary to pay my initiation fees, periodic dues, assessments and  
insurance premiums (not including fines and penalties) now being withheld  
pursuant to the Deduction Agreement between the Organization and the  
Company effective February 1, 1974.

NAME \_\_\_\_\_  
(Last) (First) (Middle Initial)

Employee Social Security Account  
No. \_\_\_\_\_

Home  
Address \_\_\_\_\_

Street and Number

Division \_\_\_\_\_

Occupation \_\_\_\_\_

\_\_\_\_\_, 19 \_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Lodge No.

-APPENDIX NO. 11-  
UNION SHOP AGREEMENT

(a) In accordance with and subject to the terms and conditions hereinafter set forth, all employees of the Carrier now or hereafter subject to the Rules and Working Conditions Agreements between the parties hereto, except as hereinafter provided, shall, as a condition of their continued employment subject to such agreements, become members of the Organization party to this agreement representing their craft or class within sixty calendar days of the date they first perform compensated service as such employees after the effective date of this agreement, and thereafter shall maintain membership in such organization; except that such membership shall not be required of any individual until he has performed compensated service on thirty days within a period of twelve consecutive calendar months. Nothing in this agreement shall alter, enlarge or otherwise change the coverage of the present or future Rules and Working Conditions Agreements.

(b) The requirements of membership provided for in Paragraph (a) of this agreement shall be satisfied if any employee shall hold or acquire membership in any one of the labor organizations national in scope organized in accordance with the Railway Labor Act and admitting to membership employees of a craft or class in train, yard, engine or hostling service, that is, in any of the services or capacities covered in Section 3, First, (h), of the Railway Labor Act, defining and jurisdictional scope of the First Division of the National Railroad Adjustment Board, provided, however, that nothing contained in this agreement shall prevent any employee from changing membership from one organization to another organization admitting to membership employees of a craft or class in any of the services above specified.

(c) (1) Employees who retain seniority under the Rules and Working Conditions Agreements governing their class or craft and who are regularly assigned or transferred to full time employment not covered by such agreements, or who, for a period of thirty days or more are (1) furloughed on account of force reduction, or (2) on leave of absence, or (3) absent on account of sickness or disability, will not be required to maintain membership as provided in Paragraph (a) of this agreement so long as they remain in such other employment, or furloughed or absent as herein provided, but they may do so at their option. Should such employees return to any service covered by the said Rules and Working Conditions Agreements and continue therein thirty calendar days or more, irrespective of the number of days actually worked during that period, they shall, as a condition of their continued employment subject to such agreements, be required within thirty-five calendar days from date of their return to such service to comply with the provisions of Paragraphs (a) and (b) of this agreement.

(2) The seniority status and rights of employees furloughed to serve in the Armed Forces or granted leaves of absence to engage in studies under an educational aid program sponsored by the Federal Government or a State Government for the benefit of ex-service men shall not be terminated by reason of any of the provisions of this agreement but such employees shall, upon resumption of employment, be considered as new employees for the purposes of applying this agreement.

(3) Employees who retain seniority under the Rules and Working Conditions Agreements governing their class or craft, and who, for reasons other than those specified in Items (1) and (2) of this Paragraph (c), are not in service covered by such agreements or leave such service, will not be required to maintain membership as provided in Paragraphs (a) and (b) of this agreement so long as they are not in service covered by such agreements, but they may do so at their option. Should such employees return to any service covered by the said Rules and Working Conditions Agreements they shall, as a condition of their continued employment, be required, from the date of return to such service to take membership in one of the organizations specified in Paragraphs (a) and (b) of this agreement.

(d) Nothing in this agreement shall require an employee to become or to remain a member of the Organization if such membership is not available to such employee upon the same terms and conditions as are generally applicable to any other member, or if the membership of such employee is denied or terminated for any reason other than the failure of the employee to tender the periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership. For purposes of this agreement, dues, fees and assessments, shall be deemed to be "uniformly required" if they are required of all employees in the same status at the same time.

(e) (1) Each employee covered by the provisions of this agreement shall be considered by the Carrier to have met the requirements of the agreement unless and until the Carrier is advised to the contrary in writing by the Organization. The Organization will notify the Carrier in writing by Registered or Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt, of any employee who it is alleged has failed to comply with the terms of this agreement and who the Organization therefore claims is not entitled to continue in employment subject to the Rules and Working Conditions Agreements. The form of notice to be used shall be agreed upon by the Carrier and the Organization, and the form shall make provision for specifying the reasons for the allegation of noncompliance. Upon receipt of such notice, the Carrier will, within ten calendar days of such receipt, so notify the

employee concerned in writing by Registered or Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. Copy of such notice to the employee shall be given the Organization. An employ so notified who disputes the fact that he has failed to comply with the terms of this agreement shall, within a period of ten calendar days from the date of receipt of such notice, request the Carrier in writing by Registered or Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt, to accord him a hearing. Upon receipt of such request the Carrier shall set a date for hearing which shall be held within ten calendar days of the date of receipt of request therefor. Notice of the date set for hearing shall be promptly given the employee in writing with copy to the Organization, by Registered or Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. A representative of the Organization shall attend and participate in the hearing. The receipt by the Carrier of a request for a hearing shall operate to stay action on the termination of employment until the hearing is held and the decision of the Carrier is rendered.

In the event the employee concerned does not request a hearing as provided herein, the Carrier shall proceed to terminate his seniority and employment under the Rules and Working Conditions Agreements not later than thirty calendar days from receipt of the above described notice from the Organization, unless the Carrier and the Organization agree otherwise in writing.

(2) The Carrier shall determine on the basis of the evidence produced at the hearing whether or not the employee has complied with the terms of this agreement and shall render a decision within twenty calendar days from the date that the hearing is closed, and the employee and the Organization shall be promptly advised thereof in writing by Registered or Certified Mail, Return Receipt Requested.

If the decision is that the employee has not complied with the terms of this agreement, his seniority and employment under the Rules and Working Conditions Agreements shall be terminated within twenty calendar days of the date of said decision except as hereinafter provided or unless the Carrier and the Organization agree otherwise in writing.

If the decision is not satisfactory to the employee or to the Organization it may be appealed in writing, by Registered or Certified Mail, Return Receipt Requested, directly to the highest officer of the Carrier designated to handle appeals under this agreement. Such appeals must be received by such officer within ten calendar days of the date of the decision appealed from and shall operate to stay action on the termination of seniority and

employment, until the decision on appeal is rendered. The Carrier shall promptly notify the other party in writing of any such appeal, by Registered or Certified Mail, Return Receipt Requested. The decision on such appeal shall be rendered within twenty calendar days of the date the notice of appeal is received, and the employee and the Organization shall be promptly advised thereof in writing by Registered or Certified Mail, Return Receipt Requested.

If the decision on such appeal is that the employee has not complied with the terms of this agreement, his seniority and employment under the Rules and Working Conditions Agreements shall be terminated within twenty calendar days of the date of said decision unless selection of a neutral is requested as provided below, or unless the Carrier and the Organization agree otherwise in writing. The decision on appeal shall be final and binding unless within ten calendar days from the date of the decision the Organization or the employee involved requests the selection of a neutral person to decide the dispute as provided in Paragraph (e)(3) below. Any request for selection of a neutral person as provided in Paragraph (e)(3) below shall operate to stay action on the termination of seniority and employment until not more than ten calendar days from the date decision is rendered by the neutral person.

(3) If within ten calendar days after the date of a decision on appeal by the highest officer of the Carrier designated to handle appeals under this agreement the Organization or the employee involved requests such highest officer in writing by Registered or Certified Mail, Return Receipt Requested, that a neutral be appointed to decide the dispute, a neutral person to act as sole arbitrator to decide the dispute shall be selected by the highest officer of the Carrier designated to handle appeals under this agreement or his designated representative, the General Chairman of the Organization or his designated representative, and the employee involved or his representative. If they are unable to agree upon the selection of a neutral person, any one of them may request the chairman of the National Mediation Board in writing to appoint such neutral. The Carrier, the Organization and the employee involved shall have the right to appear and present evidence at a hearing before such neutral arbitrator. Any decision by such neutral arbitrator shall be made within thirty calendar days from the date of receipt of the request for his appointment and shall be final and binding upon the parties as to the matters decided within the limitations of Item 9 hereof. The Carrier, the employee, and the Organization shall be promptly advised thereof in writing by Registered or Certified Mail, Return Receipt Requested. If the position of the employee is sustained, the fees, salary and expenses of the neutral arbitrator shall be borne in equal shares by



the Carrier and the Organization; if the employee's position is not sustained, such fees, salary and expenses shall be borne in equal shares by the Carrier, the Organization and the employee.

(4) It is understood that if an employee produces evidence to an officer or local chairman of the Organization that he is a member in any one of the Labor Organizations as specified in Paragraph (b) of this agreement that will satisfy this agreement and no notice will be served by the Organization on the Carrier to have employee removed from Service. Employee will be required to produce such evidence on demand of an officer or local chairman of the Organization, but will not be required to produce such evidence more than once in a calendar month. If employee fails or refuses to produce such evidence, he may be cited to the Carrier by the Organization as not complying with this agreement.

(5) The time periods specified in this paragraph may be extended in individual cases by written agreement between the Carrier and the Organization.

(6) Provisions of investigation and discipline rules contained in the Rules and Working Conditions Agreements between the Carrier and the Organization will not apply to cases arising under this agreement.

(7) The General Chairman of the Organization shall notify the Carrier in writing of the title(s) and address(es) of its representatives who are authorized to serve and receive the notices described in this agreement. The Carrier shall notify the General Chairman of the Organization in writing of the title(s) and address(es) of its representatives who are authorized to receive and serve the notices described in this agreement.

(8) In computing the time periods specified in this agreement, the date on which a notice is received or decision rendered shall not be counted.

(9) Decisions made pursuant to this paragraph shall be confined to determination of fact of compliance or noncompliance by the employee with the terms of this agreement but do not apply to any questions of law arising out of or in connection with the legally permissible limits of this agreement under applicable law.

(f) Other provisions of this agreement to the contrary notwithstanding, the Carrier shall not be required to terminate the employment of an employee until such time as a qualified replacement is available. The Carrier may not, however, retain such employee in service under the provisions of this paragraph for a period in excess of sixty calendar days from date of the last decision rendered under the provisions of Paragraph (e), or ninety calendar days from date of receipt of notice from the Organization in cases where the employee does not request a hearing. The employee whose employment is extended under the provisions of this paragraph shall not, during such extension, retain or acquire any seniority rights. The above period may be extended by agreement between the Carrier and the Organization.

(g) An employee whose seniority and employment under the Rules and Working Conditions Agreements is terminated pursuant to the provisions of this agreement or whose employment is extended under Paragraph (f) shall have no time or money claims by reason thereof.

If the final determination under Paragraph (e) of this agreement is that an employee's seniority and employment in a craft or class shall be terminated, no liability against the Carrier in favor of the Organization or other employees based upon an alleged violation, misapplication or noncompliance with any part of this agreement shall arise or accrue during the period up to the expiration of the 60 or 90 day periods specified in Paragraph (f), or while such determination may be stayed by a court, or while a discharged employee may be restored to service pursuant to a judicial determination. During such periods, no provision of any other agreement between the parties hereto shall be used as the basis for a grievance or time or money claim by or on behalf of any employee against the Carrier predicated upon any action taken by the Carrier in applying or complying with this agreement or upon an alleged violation, misapplication or noncompliance with any provision of this agreement. If the final determination under Paragraph (e) of this agreement is that an employee's employment and seniority shall not be terminated, his continuance in service shall give rise to no liability against the Carrier in favor of the Organization or other employees based upon an alleged violation, misapplication or noncompliance with any part of this agreement.

(h) In the event that seniority and employment under the Rules and Working Conditions Agreements is terminated by the Carrier under the provisions of this agreement, and such termination of seniority and employment is subsequently determined to be improper, unlawful, or unenforceable, the Organization shall indemnify and save harmless the Carrier against any and all liability arising as the result of such improper, unlawful, or unenforceable termination of seniority and employment; provided, however, that this paragraph shall not apply to any case in which the Carrier involved is the plaintiff or the moving party in the action in which the aforesaid determination is made or in which case the Carrier acts in collusion with any employee; provided further, that the aforementioned liability shall not extend to be expense to the Carrier in

defending suits by employees whose seniority and employment are terminated by the Carrier under the provisions of this agreement.

(i) An employee whose employment is terminated as a result of noncompliance with the provisions of this agreement shall be regarded as having terminated his employee relationship for vacation purposes.

(j) This Agreement shall become effective July 1, 1965, and is in full and final settlement of the notice served on the Carrier by the Organization on or about September 9, 1964. It shall be construed as a separate Agreement by and on behalf of the Carrier and those employees thereof represented by the Organization signatory hereto. This Agreement shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended.

NOTE: It is agreed that in the application of the Union Shop Agreement signed this date at Topeka, Kansas, any employee of the company signatory hereto who, on the date on which compliance with the Union Shop Agreement is required, is not a member of the union representing his craft or class, or any new employee entering the service of the company signatory hereto after the effective date of this agreement, if he would otherwise be required to be a member of a union under the Union Shop Agreement, will be deemed to have met the requirements of the Union Shop Agreement executed this date provided he pays to the union representing his craft or class the periodic dues, initiation fees and assessments (not including fines and penalties) uniformly required of all members of such union within the time limits provided for in the Union Shop Agreement.

-APPENDIX NO. 12-  
DUAL TRAINMEN'S AND YARDMEN'S SENIORITY

Agreements providing for dualization of seniority between trainmen and yardmen have been made effective on the following divisions as of the dates listed below:

Division	Date
Illinois Division, excluding former Missouri Division	5-01-60
Middle Division, including former Western Division	5-01-60
Former Oklahoma Division, excluding former Southern Kansas Division	5-01-60
Former Panhandle Division	5-01-60
Colorado Division, Pueblo and Canon City Districts only	5-01-60
Slaton Division	5-01-60
New Mexico Division	5-01-60
Former Pecos Division	1-01-62
Colorado Division, First, A.V. and Boise City Districts	3-01-63
Original Plains Division	
Yard/Road	1-01-62
Road/Yard	4-01-72
Former Missouri Division	
Yard/Road	3-01-62
Road/Yard	4-01-72
Former Southern Kansas Division	
Yard/Road	3-01-62
Road/Yard	7-28-71
Eastern Division	
Yard/Road	5-20-62
Road/Yard	4-01-72
Kansas City Division/Eastern Division	
Yard/Road	4-01-71
Colorado Division — Denver District	
Yard/Road	9-02-75

The following reproduced Agreement, placed in effect on the first five territories listed above, is representative of the Agreements in effect on all of the divisions listed in the foregoing. IT IS UNDERSTOOD, HOWEVER, THAT HANDLING WILL BE GOVERNED BY THE ACTUAL AGREEMENT SIGNED COVERING EACH SUCH TERRITORY:

## SECTION 1

### Establishment of Dual Seniority

(a) Effective as of 1201am, August 1, 1960, employees holding seniority dates of April 30, 1960 or earlier as yardmen on the territories aforementioned will be given a seniority date as brakeman of May 1, 1960, with the same relative standing among themselves that they hold as yard helper, following junior brakeman as of that date.

(b) Effective as of 1201 am, August 1, 1960, employees holding seniority date of April 30, 1960 or earlier as brakemen on the territories aforementioned will be given a seniority date as yardman of May 1, 1960, with the same relative standing among themselves that they hold as brakeman, following junior yardman as of that date.

(c) Brakemen or yardmen who enter the service and establish seniority on the districts and divisions appearing in the preamble hereof after 1201am, May 1, 1960, shall insofar as this agreement is concerned, retain their present seniority date and acquire corresponding seniority date as brakeman or yardman.

## SECTION 2

### Seniority Districts and Rights

(a) The separate seniority districts for brakemen and yardmen in effect as of August 1, 1960 are not amended or changed in any manner by this agreement. It is understood that this agreement establishing dual seniority rights for brakemen and yardmen will not affect the seniority standing of either class as such whose names appear on the seniority rosters prior to 1201am, May 1, 1960.

## SECTION 3

### Seniority Rosters

(a) Separate seniority rosters for brakemen and yardmen will be maintained so that the ebb and flow between brakemen service and conductor service shall be between the conductor's roster and the brakemen's roster. Seniority rosters for brakemen and yardmen will be revised effective August 1, 1960 to conform to the provisions of Section 1 hereof and will be open to correction for a period of 90 days after date of issue. All requests for corrections

must be addressed in writing to the officer who issued the seniority roster within 90 days following date of issuance. No request for correction will be entitled to or receive consideration if such request reaches the officer who issued the seniority roster more than 90 days following date of issuance of the roster. Typographical errors may be corrected at any time.

(b) In preparing the revised seniority rosters as of August 1, 1960, in the event two or more employees hired on or after May 1, 1960 have the same seniority dates, their relative position on the revised rosters will be based on the time of day at which each started his first service. If this does not take care of the question in all cases a representative of the Management and the Organization will confer and agree in what order such individuals are to appear on the revised rosters.

## SECTION 4

### Application of Dual Seniority

(a) Nothing herein shall change or abrogate the provisions of the agreements covering road and yard service, i.e., while employed in road service the provisions of the agreement governing road service employees shall apply; while employed in yard service the provisions of the agreement governing yard service employees shall apply.

(b) On or after August 1, 1960, employees may exercise their seniority from yard to road service, or vice versa, by bidding or bumping only. A written application for chain gang road service by an employee in yard service will be considered as a bid. An employee having displacement rights may exercise his seniority in either road or yard service.

(1) Except in the exercise of seniority, transfer to extra board in the other class of service will only be made upon written application and will be made effective when additional men are to be placed on that board. Dependent upon the requirements of the service, transfers may be deferred until replacements are available and such deferment will not subject the Company to penalty payments.

(c) Brakemen and yardmen bidding, bumping and/or transferring from road service to yard service, or vice versa, will be required to remain in such service for a period of seven (7) calendar days unless unable to hold a regular assignment or the extra board in such service, in which event he will be subject to the above Item (A) of Paragraph (b). It is understood that employees moving from road service to yard service, or vice versa, will not be permitted to place a bid, in the other class of service, on any advertisement closing within such seven (7) day period.

NOTE 1: The seven (7) day requirement of this rule will be waived when brakemen are forced into yard service, or yardmen are forced into road service as a result of force reduction. The employee may return to the service from which forced before expiration of the seven day period at the first opportunity based on his seniority standing, provided he files written request to do so.

NOTE 2: In calculating the above seven day period, the day on which the change from road to yard service, or vice versa, is made will count as the first calendar day, which will permit such employees to return to the class of service in which previously working at any time subsequent to 1201am of the same day in the following calendar week.

NOTE 3: Bids on advertised yardmen vacancies will not be accepted from employees working as brakemen when such brakemen are junior in point of yardmen's seniority to all yardmen working as such. Likewise, bids on advertised brakemen's vacancies will not be accepted from employees working as yardmen when such yardmen are junior in point of brakemen's seniority to all brakemen working as such.

## SECTION 5

### Extra Board

(a) This dualization agreement will in no way serve to merge or bring together extra boards covering road and yard service.

## SECTION 6

### Deadheading

(a) It is understood and agreed that the terms of this agreement shall not be construed as changing any of the provisions contained in the existing Road Agreement or Yardmen's Agreements concerning deadheading or payments for deadheading affecting employees in road service, or affecting employees in yard service. However, it is understood and agreed that deadheading or loss of time resulting from the exercise of dual seniority rights by employees in going from road service to yard service, or from yard service to road service, will be without expense to the Company.

## SECTION 7

### General

(a) This dualization agreement will in no way change the line of demarcation between road and yard service.

(b) This agreement shall not be construed as changing or amending the Road Agreement applicable to road service or the Yardmen's Agreement applicable to yard service, except as is necessary to make the provisions of those agreements conform with this agreement.



-APPENDIX NO. 13-  
GRAND SENIORITY

Section 1

1. The employees on each respective seniority roster shall have and retain prior rights to all service on that respective seniority district. The seniority rosters of all other seniority districts will be combined on a dovetailed basis and be placed below the names appearing on the prior rights seniority roster of that particular seniority district. This handling will be given for each seniority district and each craft under the jurisdiction of this General Committee of Adjustment.

In dovetailing the seniority roster for each craft, should it be found that employees from different district have the same seniority date, the age of the employee will apply in determining the senior employee on the new roster, provided this will not result in a change in the relative standing that employees held on their prior rights district. If the latter should occur, Carrier and organization will agree on proper standing of the employees.

2. The foregoing handling will be given for each seniority district, i.e. each roster will be revised and employees of each craft not appearing on said roster will be added below the current employees on a dovetail basis.

3. Employees hired on or after the date of this agreement, will be identified as non-prior rights employees and will establish a seniority date in the usual manner. This date will be the same for each seniority district; however, the district on which hired will be considered their home district. (If the new employee is hired at a central point, he will declare his home district within 90 days.)

4. Separate seniority rosters for each seniority district and craft of employee will continue to be maintained. The carrier will furnish each Local Chairman and the General Chairman the seniority roster for that seniority district every six months as is currently being done.

5. Employees promoted to conductors in the future will establish seniority in the same manner as in the past. The employees prior rights or home seniority district will be considered his conductors' prior rights or home seniority district for the purposes of the agreements.

6. Language retained but not reproduced.

7. Employees will only be permitted to transfer from one seniority district to another by way of bidding, or bumping. Requests (bids) for transfer from one seniority district to another will automatically become null and void at the expiration of six months. Such request may be withdrawn at any time prior to

being notified that the request is honored. Once a request is honored, it may not be withdrawn and any additional requests on file will become null and void. The employee must report at the new location within 72 hours from release from current assignment.

8. Employees transferring from one seniority district to another must remain in the district to which transferred for a period of not less than thirty (30) days unless unable to hold any job in which event the employee may transfer (bump or bid) to another district.

9. In an effort to secure additional employees in active service on a seniority district, the Carrier may offer enticements to employees in other districts in order to get them to transfer to the seniority district that is in need of active train service employees.

10. This Agreement will not expand reserve board opportunities beyond that currently in effect. Thus an employee who transfers off of his home seniority district may not do so in order to occupy a reserve board on the district to which he transfers.

11. A Stay At Home Agreement will be placed into effect concurrently with this agreement.

## Section 2

The following are the "Stay At Home" provisions mandated by Section 11 of the so-called System Seniority Agreement and pertain only to the provisions of that Agreement.

1. An employee in any class of service or craft cannot be forced from one seniority district to another.
2. An employee in any class of service or craft may elect to occupy the reserve board in his prior rights district even if there is need for additional employees in other districts.
3. An employee in any class of service or craft may elect to go off-in-force reduction from his prior rights district, (provided, of course, that he cannot hold any job in his prior rights district) even if there is need for additional employees in other districts.

## Section 3

Employees with a seniority date as a trainman, yardman or conductor on or before September 22, 1995 on Santa Fe's Eastern and Western Line's Grand Seniority Roster will be added to the bottom of the Northern and Southern Grand Division Seniority Roster.

#### Section 4

Employees on the Eastern and Western Lines Grand Division Seniority Roster and the Northern and Southern Grand Seniority Roster will be combined on the basis of their earliest ground service seniority date and added to the bottom of the Coast Lines Grand Division Seniority Roster with a Seniority date of September 22, 1995.

#### Section 5

Employees on the Coast Lines Grand Division Seniority Roster as of September 21, 1995 will be added to the bottom of the Eastern and Western Lines Grand Division Seniority Roster with a seniority date of September 22, 1995.

#### Section 6

Grand service employees hired after September 22, 1995 on former Santa Fe, (Eastern and Western Lines, Northern and Southern Divisions, and Coast Lines), will be added to the bottom of all ground service rosters identified in this agreement on the basis of their earliest ground service date.

#### Section 7

Employees with a seniority date as a trainman-yardman on September 22, 1995 on BN's Nebraska, Midwest and Kansas City Seniority Districts will be added to the bottom of the trainman-yardman's roster for Santa Fe's Kansas City Terminal Seniority District, and vice versa. As provided here, such topped and bottomed employees shall have prior rights to service on or allocated to their former seniority district. If seniority of former BN or former Santa Fe employees is consolidated prior to March 1, 1997, employees who establish seniority on or before September 22, 1995 on either roster(s) (BN or SF) will be placed on the opposite roster with a seniority date of September 22, 1995 and such employees will be ranked in accordance with their standing on the former home road (BN or SF) consolidated roster.

#### Section 8

Employees hired after September 22, 1995 on BN's Nebraska, Midwest and Kansas City Seniority Districts and Santa Fe's Kansas City Terminal Seniority District will establish seniority on all applicable rosters.

-APPENDIX NO. 14-  
MEDICAL EVALUATION

Section 1

1(a) Except as otherwise provided in this agreement, an in-service employee withheld from service on instructions of the Carrier for the purpose of undergoing a medical evaluation, shall, unless correctly restricted or disqualified as a result thereof, be paid for all time lost until authorized by the Carrier to resume duty.

(b) If such employee is required to report for medical evaluation at a point other than the home terminal of his assignment or at his point of residence if his normal habits make available a reasonable opportunity for examination at such point, he shall be paid the greater of:

- (1) all time lost, or
- (2) necessary actual miles of travel at the passenger rate,

and he shall be reimbursed for necessary expenses incurred on his account only, until return. Convenient available passenger train service will be used, unless upon request Carrier authorizes another mode of travel. Allowance will not be made for more time lost and expenses incurred than are necessary for the travel period, completion of the examination and expeditious return to his terminal or point of residence.

2. An employee who is off duty for a period of thirty (30) or more days on account of a serious medical deficiency which could lead to his restriction or disqualification should give Carrier as much advance notice, in writing, as reasonably possible of date of intended return to service. If he attempts to resume service without at least five days such advance notice, the Carrier, at its discretion, will have five days to accomplish a medical evaluation, during which time no payment will be made for time lost, but he will be paid for necessary actual miles of travel and expenses as outlined in Paragraph 1(b) hereof.

3. When instructed by the Carrier to undergo a medical examination at the home terminal of his assignment or at his point of residence if his normal habits make available a reasonable opportunity for examination at such point, and sufficient time is allotted without loss of time, the employee shall arrange to undergo such examination in that manner.

4. A furloughed employee recalled for service and required to undergo medical evaluation prior to resumption of service is not covered by the provisions of this Agreement.

NOTE: The term "medical evaluation" includes but is not limited to the actual medical examination, laboratory procedures, X-rays and so forth as well as time for final decision after results thereof are known.

## Section 2

### PERIODIC PHYSICAL EXAMINATION

When instructed by the Carrier to undergo a medical examination at the home terminal of his assignment or at his point of residence, the employee will make a reasonable effort to obtain the medical examination without loss of time. If, in his opinion, he is unable to do so, such advice must be furnished to his appropriate supervisor in order to permit the Carrier to arrange for scheduling such examination which will be a requirement in order to receive pay under this rule for all time lost (if any). After the scheduling of the examination, if an employee is displaced from or bids off his assignment, he must notify the Carrier at least 24 hours in advance of his appointment in order to permit rescheduling of the examination to avoid loss of time.

-APPENDIX NO. 15-  
YARDMEN USED OFF ASSIGNMENT

(1) Yardmen will not have a claim to a job if they have less than 8-hours to work under the Hours-of-Service Law.

(2) In filling vacancies in yard service after having exhausted the steps provided in the applicable Agreement rules, and when there is no available yardman at the point who has eight hours to work, the use of a dual rights brakeman will be without a claim from a yardman. If however, the Carrier elects to use a yardman with less than eight hours to work, the employee shall receive eight hours at the time and one-half rate, regardless of the amount of time worked.

(3) A regularly assigned yardman who has been used off of his assignment to fill another yardman vacancy and, therefore, cannot protect his assignment for the complete eight-hour period because of the Hours of Service Law, may, at the option of the Carrier:

(a) perform no service on his own assignment and be allowed one basic day, or

(b) be utilized on his assignment for the time remaining to work under the Law, and be paid eight hours.

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

-APPENDIX NO. 16-  
1981 CREW CONSIST AGREEMENT

CREW CONSIST AGREEMENT  
Between the  
THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY  
And the  
UNITED TRANSPORTATION UNION

In full and final settlement of the Carrier's Section 6 Notice dated June 13, 1977, as it pertains to the consist of crews in road and yard service:

IT IS AGREED:

The consist of all road freight and yard crews, except as otherwise provided in this agreement, shall be not less than a conductor (foreman) and two brakemen (helpers). Such crews will hereinafter be referred to as standard crews.

Question and Answer No. 1

Q. Does this agreement change in any manner affect the consist of crews in passenger service?

A. No.

Question and Answer No. 2

Q. Does this agreement change in any manner agreement rules and practices pertaining to the filling of conductor/foreman vacancies?

A. No.

Question and Answer No. 3

Q. Does brakeman/helper indicate a combined extra board of brakemen and yardmen?

A. No.

ARTICLE 1

The reduction of road freight service brakeman or yard brakeman (helper) positions from any crew shall be made solely on a pure attrition basis, i.e., no road freight brakeman or yard helper position available to a protected employee under schedule rules will be blanked, nor will a protected employee be furloughed or remain on furlough as long as a reduced crew is operating on his

seniority district, except under certain conditions hereinafter provided. A protected employee may elect and be allowed to go on furlough and remain furloughed until needed on a must-fill position rather than exercise seniority on a blanked position.

Question and Answer No. 1

Q. When protected employee(s) voluntarily elects under a stay-at-home agreement to go to a furlough status, is the Carrier prevented from operating a reduced crew under any provisions of the Crew Consist Agreement?

A. No, assuming there is no protected employee(s) off-in-force involuntarily.

Question and Answer No. 2

Q. Inasmuch as "A protected employee may elect and be allowed to go on furlough and remain furloughed until needed on a must-fill position rather than exercise seniority on a blanked position", may such protected employee rescind his voluntary furlough status and return to service?

A. After 120 days, the employee may advise in writing of desire to relinquish voluntary furlough status and will also advise board(s) in order of preference he desires to be placed upon at next increase of extra board, being placed thereon, seniority permitting.

Questions and Answer No. 3

Q. When is a protected employee considered involuntarily off-in-force reduction?

A. When the employee's seniority will not permit the holding of any position, including an extra board, on the employee's entire seniority district.

Question and Answer No. 4

Q. When will protected employee(s) called from off-in-force reduction status to protect an outside assignment be relieved?

A. When an extra board employee becomes available.

ARTICLE 2

(a) All employees holding a seniority date on road brakemen and/or yard switchmen seniority rosters on the effective date of this agreement shall be known and designated as "protected employees". Any such employee in a dismissed or suspended status as of the effective date of this agreement, or thereafter, who is subsequently reinstated with seniority rights unimpaired shall also be a protected employee.



Question and Answer No. 1

Q. Does "or thereafter" apply to future dismissals?

A. Yes.

ARTICLE 2(b)

(b) A protected employee shall retain the right to exercise seniority to must-fill, blanked or blankable second brakeman or second yard helper positions (except those specified in Article 15 below and assignments which could be manned by one conductor (foreman) and one brakeman (helper) prior to the effective date of this agreement), subject to certain conditions provided for in this agreement. The protection against furlough for employees protected under pre-existing crew consist agreements is preserved.

Question and Answer No. 1

Q. Will blankable second brakeman/helper positions continue to be bulletined?

A. Yes, where rules now require until no bids are received on such positions from protected employees, in which event the positions will be blanked.

Question and Answer No. 2

Q. Does a protected employee retain the right to exercise seniority to a blanked second brakeman/helper position?

A. Yes, if he has a bump coming, except on those specified in Article 15 and assignments which could be manned by reduced crew prior to this agreement.

Question and Answer No. 3

Q. Will crews hereafter operated on a "one and one" basis pursuant to prior crew consist agreements be subject to the Special Allowance and Productivity Fund payments on the effective date of this agreement?

A. Yes.

Question and Answer No. 4

Q. If a permanent vacancy on a blankable position closes without bid, at a time protected employees are off-in-force involuntarily, can you blank position?

A. No. The junior unassigned protected is force assigned. Past practice would then be followed as to whether a recall to senior OIFR protected

(involuntary) is issued immediately or wait until normal checking time when determination will be made as to whether the regulation of the extra board requires issuing recall(s). If there are no protected employees off-in-force involuntarily at the time bids close, the position is blanked.

### ARTICLE 2(c)

(c) Brakemen and/or switchmen establishing seniority after the effective date of this agreement shall be known and designated as "non-protected employees" and shall not have the right to exercise seniority to or otherwise be used on blanked or blankable second brakeman or second yard helper positions.

#### Question and Answer No. 1

Q. Is a non-protected employee's seniority restricted except as set forth in Article 2(c)?

A. No.

#### Question and Answer No. 2 (Coast Lines Only)

Q. Under Article 10, Section 18 of the current agreement a helper who fails promotion on second attempt forfeits seniority and acquires a new date as helper. Since this new date will be subsequent to the effective date of the Crew Consist Agreement, would a protected employee retain that status?

A. Yes.

### ARTICLE 3

(a) The term "must-fill" positions are positions covered by agreements between Carrier and UTU, except second brakeman (yard helper) positions in road and yard service which may be blanked pursuant to this agreement.

(b) The term "blanked" position refers to a second brakeman or helper position on a crew which is not filled and works as a "reduced crew."

(c) The term "blankable" position refers to a second brakeman or helper position on a standard crew which is filled by a protected employee and which, under certain specified conditions, can be operated as a "reduced crew" in the absence of a second brakeman/helper.

(d) A "reduced crew" is a crew that operates with a conductor (foreman) and one brakeman(helper).

#### ARTICLE 4

No Carrier supervisor, official, or non-craft employees (including yardmasters) shall be used to supplant or substitute in the exclusive work of any train or yard crew working under UTU Agreements.

#### ARTICLE 5

No protected employee will be moved from a standard crew of a conductor/foreman and two brakemen/helpers to a reduced crew of a conductor/foreman and one brakeman/helper in order to make such crew a standard crew of a conductor/foreman and two brakemen/helpers, except as provided in Article 13 hereof.

#### ARTICLE 6

Permanent must-fill vacancies (other than those referred to in Paragraphs (a), (b) and (c) below), which are not filled voluntarily in the usual manner, will be filled by assigning the most junior brakemen/helpers on the extra board. If non-protected employees are assigned (either by choice or if forced), an equal number of protected employees electing to remain on or go on the extra board will, in reverse order of seniority, lose their status in filling blankable positions so long as non-protected employees are holding must-fill positions. However, a protected employee on the extra board so affected will be permitted to exercise his seniority on any must-fill position held by a non-protected employee at any time by giving the appropriate Carrier officer a twenty-four (24) hour notice.

#### Question and Answer No. 1

Q. Do protected employees who lose their status as such, due to non-protected employees holding must-fill positions, lose their trip credits toward the distribution of the Productivity Fund during the period of time they are considered non-protected?

A. Yes, they are considered for all purposes during this time of lost status the same as any other non-protected employees.

#### Question and Answer No. 2

Q. When the above protected employees, who have lost their status, elect to give the 24-hour notice, what are their rights?

A. They will gain no rights other than those in effect under Dual Seniority prior to crew consist except that granted by Article 6 of this agreement.

### ARTICLE 6(a)

(a) Permanent must-fill vacancies and/or additional turns in pool freight service not voluntarily filled in the usual manner will be filled by assigning the most junior protected brakemen among those on the extra board and those holding blankable positions in that pool.

#### Question and Answer No. 1

Q. Will the junior protected extra board employee be assigned or the junior of the protected on the extra board and those on blankable pool positions?

A. The junior protected from the combination of the extra board and the blankable pool positions.

### ARTICLE 6 (b)

(b) Permanent must-fill vacancies in yard service not voluntarily filled in the usual manner will be filled by assigning the most junior protected helpers among those on the extra board and those holding blankable positions on the same shift (starting time bracket) in the same yard (switching limits).

#### Question and Answer No. 1

Q. Does the wording in 6(b) and 7(a) reading "same starting time bracket" mean the time periods referred to in existing starting time rules?

A. Yes, for example, 0630 to 0800, 1430 to 1600, and 2230 to 2400 where three eight-hour shifts are worked in continuous service.

### ARTICLE 6(c)

(c) Permanent must-fill vacancies at outlying points not filled voluntarily in the usual manner will be filled by assigning the most junior protected brakemen/helpers among those on the extra board(s) and those holding blankable positions in the same class of service on jobs with the same on-and-off duty points; same working limits; same rates of pay; and the same or nearest the same starting time (not to exceed one hour earlier or later).

Protected brakemen/helpers being moved from a blankable position to a must-fill position, as outlined in Paragraphs (a), (b) and (c) above will be made whole for any loss of time that might be incurred while making the forced move.

Question and Answer No. 1

Q. How is the make-whole calculated for protected employees moving from blankable to must-fill positions under (a), (b) and (c)?

A. What would have been earned on the last trip or tour of duty on the blankable position versus what was earned on the first trip or tour of duty on the must-fill position.

Question and Answer No. 2

Q. Does the last paragraph provide for deadhead payment, when deadheaded, if the employee is force assigned?

A. Current rules prevail.

ARTICLE 7

Protected brakemen and switchmen on the extra board shall be used on blankable second brakemen/yard helper vacancies and on must-fill vacancies to the extent specified below. However, as provided in Article 6 of this agreement, protected extra board employees will not be used on blankable second brakemen/yard helper vacancies as long as they remain on the extra board and must-fill positions are assigned to non-protected employees.

Non-protected brakemen/yardmen on the extra board shall be used only on must-fill vacancies and shall have no claim if run around by a protected brakeman/yardman used on a blankable vacancy.

Question and Answer No. 1

Q. Will non-protected brakemen/yardmen be called in their turn from the extra board to fill second brakemen/helper positions or vacancies in instances where it is mandatory to use a standard crew under the terms of this agreement?

A. Yes, under such circumstances second brakemen/yardmen positions or vacancies will be classified the same as "must-fill" positions or vacancies.

Question and Answer No. 2

Q. If the vacancy is for a blankable position and one or more non-protected stand 1<sup>st</sup>, 2<sup>nd</sup>, etc., do you run around these and call a protected extra board employee?

A. Yes.

### Question and Answer No. 3

Q. Would you call a protected extra board brakeman with prior service (not rested) for a blankable position, even if called around a non-protected brakeman?

A. Yes, if in the option of dispatcher the employee has sufficient time to make the trip. Prior rules and practices remain unchanged.

### Question and Answer No. 4

Q. Will a protected employee occupying a blankable position be subject to discipline if a call is missed for service on other than his regular assignment?

A. No.

### ARTICLE 7(a)

(a) Yardmen's Extra Board. All extra board yardmen will continue to be confined to five straight-time, eight-hour shifts in their work week under the Five-Day Work Week Agreement currently in effect. Road service work not to be considered.

After all available extra board yardmen have worked their allotted number of shifts, or the extra board is exhausted, any must-fill vacancy will be filled in seniority order by a protected helper who has in a written request and who is assigned to work that day on a blankable position in the same starting time bracket in which the vacancy exists. The senior protected yardman contacted will fill the vacancy and will receive no less compensation than would have been earned on his own assignment. In the absence of an available protected helper with a written request, the junior protected helper working a blankable position in the same starting time bracket will fill the vacancy and will receive no less compensation than would have been earned on his own assignment.

In the event there are no available protected yard helpers holding blankable positions in the same starting time bracket in which the vacancies exist, said vacancies will be filled in accordance with the rules or practices in effect prior to this agreement.

### Question and Answer No. 1

Q. Will a time and one-half tour of duty in yard service be counted as a day against a helper on the yard extra board under the provisions of this Article 7(a)?

A. No time and one-half tours will not be counted in computing the five straight-time, eight-hour shifts in his work week.

Question and Answer No. 2

Q. When the most junior available protected yard helper on a blankable position in the same starting time bracket is used on a must-fill vacancy, does the overtime rate apply because of doubling?

A. No, only straight time rate is applicable.

Question and Answer No. 3

Q. If a yardman is holding a 3:00 p.m. assignment and is not notified until arrival his services are needed at 4:00 p.m., when will his pay and overtime commence?

A. Pay shall commence at 3:00 p.m., overtime after 11:00 p.m.

Question and Answer No. 4

Q. If a yardman is holding a 4:00 p.m. assignment and is not notified until arrival at 4:00 p.m. his services were needed at 3:00 p.m., when will his pay and overtime commence?

A. Pay shall commence at 4:00 p.m. with a minimum of a basic day, overtime after 12:00 midnight.

Q. If the above man shows at 3:30 p.m., when will pay and overtime commence?

A. 3:30 p.m. and 11:30 p.m., i.e., when placed with the crew.

Question and Answer No. 5

Q. Would you run around non-protected yardmen and use a protected employee even if it would result in time and one-half payment?

A. Yes, so long as the employee is fully rested under the Hours of Service Law.

Question and Answer No. 6

Q. If there was a blankable vacancy on a 7:00 a.m. engine and a must-fill vacancy on an 8:00 a.m. engine with only one extra board yardman, who was a protected employee, how would you fill the positions assuming the one regular helper on the 7:00 a.m. engine was the junior protected helper working a blankable position in the same starting time bracket?

A. The protected extra board yardman would be called for the 7:00 a.m. blankable vacancy and then notified to protect the 8:00 a.m. must-fill position.

Question and Answer No. 7

Q. Is it permissible to hold back a yard extra board protected employee, thus running around such employee, so he may be used at a later time to fill a specified vacancy requirement?

A. No.

Question and Answer No. 8

Q. Are employees who have filed request for service under Side Letter 8, Article 22(w)(j), or the Agreement of December 30, 1981, eligible for service on must-fill positions?

A. If the steps outlined in Articles 7(a) and 7(b) do not provide an employee for a must-fill position, said vacancies will be filled in accordance with rules and practices in effect prior to the Crew Consist Agreement.

ARTICLE 7(b)

(b) Brakemen's Extra Board.

(1) When extra board brakemen have earned 1,000 miles in a work week (a period of seven consecutive days starting with Friday), they will not be used for the remainder of the work week on other than must-fill vacancies.

(2) When the extra board is exhausted, must-fill vacancies on assignments protected by that extra board will be filled by the junior available protected brakemen holding blankable positions at that point. The protected brakemen being forced from their regular blankable positions will be paid not less than they would have earned on their regular assignments.

(3) The rotation of pool turns will be maintained and the turns will be run first in first out.

(4) When the extra board is exhausted and a must-fill vacancy cannot be filled in accordance with Item (2) above, a must-fill vacancy in pool freight service will be filled by stepping up the first out available brakeman in that pool. In other service, the senior brakeman at that point will be used on the must-fill vacancy.



- (5) When a brakeman is used from a must-fill position to another must-fill position under Item (4) above, he will be paid the earnings of his regular assignment in addition to what he earns on the temporary vacancy.

Question and Answer No. 1

Q. What earnings will be used to compute the 1,000 miles in road service for extra board employees under the provisions of Article 7(b)?

A. All miles paid for less arbitraries, i.e., miles run, with a minimum of 100, overtime and deadhead, passenger miles to be equivalent freight miles.

Question and Answer No. 2

Q. Will an extra board employee be relieved from an outlying assignment after earning 1,000 miles in a work week?

A. Yes, provided relief is available and the position is to be filled under the terms of this agreement.

Q. Will the extra board employee sent to relieve the employee who has earned 1,000 miles in the work week be allowed deadhead pay when deadheaded?

A. Yes, as well as the employee relieved who has earned the 1,000 miles.

Question and Answer No. 3

Q. Would you call a protected extra board brakeman with prior service (not rested) for a blankable position, even if called around a non-protected brakeman?

A. Yes, if in the opinion of dispatcher the employee has sufficient time to make the trip. Prior rules and practices remain unchanged.

Question and Answer No. 4

Q. While it is the responsibility of the extra board brakemen to register their miles, must they also maintain the accumulated total?

A. No.

Question and Answer No. 5

Q. Would the miles made by extra board brakeman as emergency conductor be charged against the brakemen's extra board?

A. No, only to the conductors' extra board.

Question and Answer No. 6

Q. How long is a standard road switcher crew going to be worked as a reduced crew when a member of that crew lays off for cause after commencing duty or ties up under the Hours of Service, when there are available extra protected brakemen on the extra board?

A. Assuming the road switcher is assigned on a turnaround basis, until that tour of duty is completed. If the vacancy is for the conductor's position and there is a promoted brakeman on the crew, the senior promoted will be used as conductor and the brakeman's position will not be filled. In either case, the remaining two crew members will be paid the Special Allowance and payment will be made to the Productivity Fund. In both instances there will be no claim for not filling the brakeman's position; however, the brakeman used as conductor will be allowed a minimum of a day as conductor in addition to payment due as brakeman until placed in service as conductor.

Question and Answer No. 7

Q. When a member of a standard road crew ties up en route under the Hours of Service Law, will the remaining crew members be paid the \$6.98 Special Allowance and \$48.25 payment made to the Productivity Fund if they are instructed to work as a reduced crew?

A. Yes.

Question and Answer No. 8

Q. Will a protected employee occupying a chain gang or a pool turn position be subject to censure or discipline if a call is missed for service on other than his own pool turn or chain gang position?

A. No.

Question and Answer No. 9

Q. After extra board trainmen have earned their 1,000 miles, how are they utilized?

A. They will continue to remain on the extra board, working on a first-in, first-out basis; however, their use from the extra board will be limited to the service available to non-protected extra board brakemen until the commencement of a new work week.

Question and Answer No. 10

Q. Shall rotation of pool turns be run first-in, first-out?

A. The provision "first-in, first-out" was written specifically in the agreement to indicate the Carrier would use employees to fill out the crew when the regular members were off the turn, rather than just permit the turn to remain first out and use the second out crew in its place.

Question and Answer No. 11

Q. What does "at that point" mean in 7(b)(2) and (4)?

A. In (2) if there was a vacancy at an outlying point, it would first be filled by the junior brakeman holding a blankable position at the same outlying point, thence to the extra board point. In (4), pool service is filled from the same pool, whereas any other service is filled by the senior of all service, i.e., pool, local, switcher, etc., at the pool point regardless of where the vacancy exists.

Question and Answer No. 12

Q. When a protected employee is involuntarily off in force and a reduced crew is operated, do you count the mileage of the unoccupied position for mileage regulation purposes?

A. Yes, so long as a protected employee is involuntarily off-in-force reduction and the reduced crew did not result from personal leave day(s).

Question and Answer No. 13

Q. Does Article 7(b)(3) require running pool turns first-in, first-out even though one or more employees assigned to the turn cannot be used because of prior service on said turn?

A. No. The next out turn with sufficient time to work under the Hours of Service Law will be used.

Question and Answer No. 14

Q. Does the above prior service theory also apply to an extra board employee?

A. If an extra board employee does not have sufficient time under the Hours of Service Law, because of prior service, to make the trip, the extra board employee need not be called.

Question and Answer No. 15

Q. When will a regular employee(s) be relieved who has been used to fill a must-fill position on an outside assignment under Item (2)?

A. When regular man reports or an extra board employee becomes available, whichever occurs first.

Question and Answer No. 16

Q. If both brakemen positions on an outside assignment are temporarily vacant and the extra board is exhausted, how are they filled?

A. The first vacancy would be must-fill and filled under Article 7(b)(2). The other vacancy would be blankable and an employee involuntarily OIFR with request on file would be used, if available.

Question and Answer No. 17

Q. In the above example, if the extra board is exhausted the following day, do both brakemen remain on the vacancies?

A. No. Since both positions are occupied, the brakeman used under Article 7(b)(2) is no longer on a must-fill and should be released.

Question and Answer No. 18

Q. In the above example, assuming the brakeman used under 7(b)(2) is released, the extra board is still exhausted on day 2 and another OIFR employee with request on file is sent to fill the second position, which OIFR employee should be released on day 3 if one extra board brakeman becomes available?

A. The junior of the two OIFR employees.

Question and Answer No. 19

Q. Are employees who have filed request for service under Side Letter 8, Article 22(w)(j), or the Agreement of December 30, 1981, eligible for service on must-fill positions?

A. If the steps outlined in Articles 7(a) and (b) do not provide an employee for a must-fill position, said vacancies will be filled in accordance with rules and practices in effect prior to the Crew Consist Agreement.

Question and Answer No. 20

Q. How are the make whole provisions of the Crew Consist Agreement applied?

A. What the employee would have earned on his/her regular assignment, had the employee remained thereof, less what the employee actually earned for the period the employee was prevented by the Carrier from protecting his/her regular assignment.

ARTICLE 8

The Carrier shall maintain a sufficient number of employees to permit reasonable lay-off privileges and to protect must-fill vacancies, vacations, personal leave days and other extended vacancies.

There will be no change in the existing practices or agreements in the regulation of the number of turns (crews) in chain gang freight pools. Where extra boards are not guaranteed the local chairmen and local officers will agree on the number of employees to be assigned to the respective extra boards under current regulation rules.

Question and Answer No. 1

Q. When a protected employee is involuntarily off-in-force and a reduced crew is operated, do you count the mileage of the unoccupied position for mileage regulation purposes?

A. Yes, so long as a protected employee is involuntarily off-in-force reduction and the reduced crew did not result from personal leave days(s).

ARTICLE 9

In the event a standard yard crew member fails to report for duty at the assigned reporting time, the remaining crew members may be required to work on a reduced crew basis not to exceed one hour if there is an available protected helper on the extra board who will be called to fill the vacancy. If there is no available protected helper on the extra board, the position will be blanked and the remaining crew members will finish that tour of duty. They shall be paid the Special Allowance and payment will be made to the Productivity Fund as provided for in Articles 18 and 19 of this agreement.

## ARTICLE 10

In the event that any member of a standard yard crew discontinues duty before completion of the crew's tour of duty, he shall be paid for the actual time on duty. If a replacement is called, the remaining two crew members may be required to work not to exceed one hour. The Carrier may elect to tie the crew up rather than call a replacement, or in the event no protected helper is available from the extra board, the remaining two crew members may be required to work on a reduced crew basis and receive the Special Allowance and payment shall be made to the Productivity Fund as hereinafter provided in Articles 18 and 19.

### Question and Answer No. 1

Q. When a member of a standard yard crew discontinues service during a tour of duty and the extra board is exhausted, is the Carrier required to call a yardman from any other source, such as those having request under the provisions of Side Letter No. 8 or its equivalent, to fill the vacancy?

A. No.

## ARTICLE 11

In the event a standard road crew member (brakeman) fails to report before departure of his train from the home terminal (i.e., before the train starts to move from the track on which it was made up), the crew may be used on a reduced crew basis to and from the away-from-home terminal provided the trains they operate do not exceed 121 cars, or 6,840 feet, exclusive of engine(s) but including caboose(s). The two crew members so used will be paid the Special Allowance and payments will be made to the Productivity Fund as provided in Articles 18 and 19 of this agreement.

If a brakeman of a standard crew is given less than the required advance call, the train will be held until the brakeman reports but not to exceed the amount of time the call was short.

### Question and Answer No. 1

Q. If there is switching to be performed and one member of the standard road crew fails to report for duty at the on-duty time, may the crew commence switching and depart from the terminal or complete their tour of duty as a reduced crew?

A. Yes, under these circumstances the time the crew starts switching rather than the time "the train starts to move from the track on which it was made up", will be controlling in the application of Article 11.

### Question and Answer No. 2

Q. If a reduced crew is used under Article 11, is there any prohibition against setting out, picking up or switching on either the trip to the away-from-home terminal or the trip to the home terminal?

A. No, unless otherwise prohibited in other current rules applicable to standard crews.

### ARTICLE 12

If a brakeman on a standard train crew on a straight-away road assignment at the away-from-home terminal is unavailable for reasons of his own, including marking off, the remaining two crew members may be required to work back to their home terminal, providing the train does not contain more than 121 cars, or 6,840 feet exclusive of engine(s), but including caboose(s), and will receive the Special Allowance and payment will be made to the Productivity Fund as provided in Articles 18 and 19 of this agreement.

In the event that the train does contain more than 121 cars, or 6,840 feet exclusive of engine(s), but including caboose(s), so as to require a standard crew, and unless otherwise agreed to by the Local or General Chairman, the second brakeman position will be filled in accordance with the applicable provisions of Article 13 below.

### Question and Answer No. 1

Q. May a brakeman on a standard train crew who was not available for a turnaround road assignment at the away-from-home terminal, be used for a subsequent straightaway trip to the home terminal when the crew is next called and he is available?

A. No.

### ARTICLE 13

At the away-from-home terminal, when (1) a vacancy exists on a reduced crew or (2) the train on which the crew is to be used requires a standard crew, or (3) in order to restore a reduced crew to a standard crew handling a train in excess of 121 cars, or 6,840 feet as provided in Articles 11 and 12, the vacancy will be filled in the following sequence:

(a) By stepping up the first rested and available brakeman from a blankable position in the same pool.

(b) By stepping up the first rested and available brakeman from a must-fill position in the same pool.

- (c) By deadheading a brakeman from the home terminal.

In the application of Paragraphs (a) and (b), it is understood that subsequent brakemen will not be stepped up to fill a vacancy on a crew from which a brakeman had been stepped up, in order to make that crew a standard crew. The brakeman who is stepped up to restore a crew to a standard crew as provided for in the first paragraph of this Article 13 will be allowed the Special Allowance as provided in Article 18 of this agreement separate and apart from the make-whole provisions set forth next below.

Brakemen used off their regular assignment under (a) or (b) above will be returned to their regular assignment at the home terminal and will receive no less compensation than they would have earned had they remained on their regular assignment.

Question and Answer No. 1

Q. Under what circumstances is the Carrier restricted from stepping up a brakemen at the away-from-home terminal to fill vacancy on a second brakeman position?

A. Only when the vacancy he stepped up to was caused by the Carrier in order to operate a previous train out of the away-from-home terminal requiring a standard crew. Vacancies caused by brakemen marking off at the away-from-home terminal for reasons of their own on reduced or standard crews may be filled as provided for in Article 13(a) and (b) without restriction.

Question and Answer No. 2

Q. When stepping up a brakeman at the away-from-home terminal under Article 13(a), which brakeman on the crew should be selected?

A. Except when both brakemen on the crew are extra board brakemen, the senior brakeman should be selected. If both are extra board brakemen, the one who stood first out when they were called from the extra board should be selected. If the brakeman so selected cannot be contacted, the other brakeman on the crew may be used.

Question and Answer No. 3

Q. Will a trainman who stands to be stepped up under this article be disciplined should he miss the call?

A. No.



#### Question and Answer No. 4

Q. How are the make whole provisions of the Crew Consist Agreement applied?

A. What the employee would have earned on his/her regular assignment, had the employee remained thereon, less what the employee actually earned for the period the employee was prevented by the Carrier from protecting his/her regular assignment.

#### ARTICLE 14

The following car limits and train length limitations shall be made effective in road freight service:

Trains of one to 71 cars but not to exceed 4,015 feet in length, exclusive of engine(s) but including caboose(s), may be operated with a reduced crew of one (1) conductor and (1) brakeman, subject to other provisions of this agreement.

Trains of 72 cars to 121 cars but not to exceed 6,840 feet in length, exclusive of engine(s) but including caboose(s), may be operated with a reduced crew of one (1) conductor and one (1) brakeman by agreement between the appropriate UTU Local Chairman or Local Chairmen and local carrier officers with the approval of the appropriate General Chairman or General Chairmen and Carrier's Vice President-Personnel and Labor Relations.

Trains consisting of more than 121 cars or exceeding 6,840 feet in length, exclusive of engine(s) but including caboose(s), will be operated only with a standard crew.

Employees will not be required to operate with less than the required train crew consist specified in this agreement nor will they be censured or disciplined in any manner for refusal to do so.

#### Question and Answer No. 1

Q. Do the car limits and train length provisions of Article 14 apply to assignments which could be manned by one conductor and one brakeman prior to the effective date of this agreement?

A. Yes.

#### Question and Answer No. 2

Q. Do car limits and train length provisions of Article 14 apply to traveling switchers classified as road assignments?

A. Yes, when handling train between stations on road trip.

#### ARTICLE 15

(a) New business or new service operations of trains not exceeding 121 cars or 6,840 feet in length, exclusive of engine(s) but including caboose(s), such as piggyback, unit and commodity trains, established to compete with other modes of transportation, such as trucks, ships and barges; and all non-revenue trains, such as snow plows, work or wreck trains (including handling of wreck trains, terminal to terminal) may be operated with a reduced crew of not less than one (1) conductor/foreman and one (1) brakeman/yard helper.

#### Question and Answer No. 1

Q. Prior to the effective date of this agreement, there were four pool crews in service on a division and after the effective date of this agreement business increases and two additional pool crews are added to the pool service. Can this be considered new business or new service operations?

A. No.

#### Question and Answer No. 2

Q. If new business is obtained from other modes of transportation, can it be protected by reduced crews, including pool crews?

A. Yes.

#### ARTICLE 15(b)

(b) Where such service is protected from extra boards or by crews exclusively assigned to such service, it may be manned by reduced crews. When such service is protected by standard crews, second brakeman (helper) vacancies will be filled by available protected extra board brakemen (helpers) to the extent provided for in Article 7 of this agreement.

#### ARTICLE 15 (c)

(c) Car limits and train lengths set forth in this agreement do not apply to reduced Hours of Service relief road crews, except that if the train consists of more than 71 cars or 4,015 feet, no scheduled work will be performed en route to the terminal.

Question and Answer No. 1

Q. In the event a crew is relieved because of the Hours of Service Law before departing its initial terminal and a relief crew is called to handle the train of the crew being relieved, will the car limits and train lengths, as provided for in Article 14 hereof, apply to the relief crew?

A. Yes, because the train has not departed its initial terminal.

Question and Answer No. 2

Q. Does this application have any effect on yard crews, reduced or standard, being used to handle Hours of Service Law trains within the 15-mile limit?

A. No.

ARTICLE 16

(a) Portable radios will be furnished each member of a reduced crew consisting of one conductor (foreman) and one brakeman (yard helper) for his use while on duty. Such radios will not exceed three pounds in weight and will be equipped with a suitable holder which will firmly hold the radio close to the body or will be of such size as to permit being placed in coat or trouser pocket. Employees 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 employees will not be held responsible for failure or malfunction of radio equipment unless obviously caused by employee abuse or tampering.

Question and Answer No. 1

Q. Does any part of Article 16 supercede or amend the provisions of the Radio Rules contained in Rules — Operating Department?

A. No.

Question and Answer No. 2

Q. How will the portable radios be "furnished" to members of reduced crews?

A. They will be made available at the on-duty point for crew members to pick up who will turn them in at the off-duty point.

### ARTICLE 16(b)

(b) Sufficient frequency channels will be utilized to provide safe communication.

#### Question and Answer No. 1

Q. Is it understood the Carrier cannot furnish extra channels if they are not available to the Carrier?

A. Yes.

### ARTICLE 16(c)

(c) Except in an emergency, reduced yard crews will not be required to start switching or perform transfer service without operable portable radios and, in addition, operable radio on engines nor will they be censured or disciplined in any manner for refusing to do so.

#### Question and Answer No. 1

Q. Presently there are some reduced crews operating without benefit of radios for each member of crew. Will the new rule require each member to have a radio immediately?

A. No. Operation will continue in accordance with past practice until an ample supply of radios have been received, but within six months unless otherwise mutually agreed to.

#### Question and Answer No. 2

Q. What will be the requirements for providing radios to other reduced crews?

A. If the Carrier originates an order upon notification of ratification, six months' extension will be provided. Should there be failure of delivery through no fault of the Carrier, the matter will be further discussed.

#### Question and Answer No. 3

Q. When a member of a standard yard crew fails to report or discontinues service before completion of tour of duty, will such crew be provided with portable radios?

A. Yes, when under the provisions of this agreement the crew is classified as a reduced crew and entitled to the Special Allowance and payment is to be made to the Productivity Fund.

Question and Answer No. 4

Q. How long will a reduced yard crew be required to work after radio fails while working?

A. After the 6-month period, not to exceed 1'00" from time of notification.

ARTICLE 16(d)

(d) Except in an emergency, reduced crews in road service will not be required to perform switching or depart a terminal with train not having radio communication between rear and head end of train in addition to operable portable radios, nor will they be censured or disciplined in any manner for refusing to do so.

Question and Answer No. 1

Q. What is meant by the wording, "head end of train"?

A. The control unit of the locomotive.

Question and Answer No. 2

Q. What is an "operable portable radio"?

A. One which will transmit and receive.

Question and Answer No. 3

Q. Presently there are some reduced crews operating without benefit of radios for each member of crew. Will the new rule require each member to have a radio immediately?

A. No. Operation will continue in accordance with past practice until an ample supply of radios have been received, but within six months unless otherwise mutually agreed to.

Question and Answer No. 4

Q. What will be the requirements for providing radios to other reduced crews?

A. If the Carrier originates an order upon notification of ratification, six months' extension will be provided. Should there be failure of delivery through no fault of the Carrier, the matter will be further discussed.

Question and Answer No. 5

Q. How long is a road switcher crew going to be worked as a reduced crew without a radio?

A. After the 6-month period, not beyond the end of that tour of duty.

ARTICLE 17(a)

(a) The Carrier is not restricted by this agreement from establishing or continuing assignments which have been single-position assignments such as but not limited to pilots, skatemen and car retarder operators.

(b) Where the Carrier elects to operate a job with a crew consist in excess of that required by this agreement, and the excess position on a crew is filled for five (5) consecutive days, the senior employee making application for the position will be assigned if the position is to be continued. The position may be abolished at any time pursuant to the usual notice requirements.

Question and Answer No. 1

Q. How will it be known that the Carrier has elected to operate a job with a crew in excess of that required by the agreement?

A. It will not be assumed that the Carrier has elected to operate a job with a crew in excess of that required by the agreement unless the blankable position on the crew is filled for five (5) consecutive days and on one or more of those days the position is filled by a non-protected employee. In other words, Article 17(b) will not apply to situations where the second brakeman/helper position is filled as the result of using protected employees from the extra board or as the result of a protected employee exercising his right to fill a blankable position in conformity with the agreement. However, the Carrier may post a notice or bulletin a job with two or more brakeman/helper positions designated as must-fill positions.

ARTICLE 18

Beginning on the effective date of this agreement, road freight train and yard service crew members, both protected employees and non-protected employees, working on reduced crews shall be paid an additional Special Allowance of \$4.00, as adjusted, for each tour of duty worked, as compensation for the additional services and responsibilities consistent with the operation of a reduced crew.

The \$4.00 Special Allowance is subject to all retroactive wage and cost-of-living allowance increases from January 1, 1978, and to all future wage and cost-of-living allowance increases becoming effective on or subsequent to the date of this agreement.

Question and Answer No. 1

Q. With respect to Questions and Answers 1 and 2 applicable to Article 19(a), what Special Allowances would be paid?

A. The Special Allowances would be paid the same, one.

Question and Answer No. 2

Q. When a member of a standard road crew ties up en route under the Hours of Service Law, will the remaining crew members be paid the \$6.98 Special Allowance and \$48.25 payment made to the Productivity Fund if they are instructed to work as a reduced crew?

A. Yes.

ARTICLE 19(a)

(a) For each yard tour of duty or road freight service trip that a crew is operated with one (1) conductor or foreman and one (1) brakeman or yard helper, the Company will pay into the Employees' Productivity Fund the sum of \$48.25. This payment will be made on a pay period cash basis for the sole and exclusive benefit of the eligible protected road freight train and yard service employees represented by the United Transportation Union and is to be considered as an account or trust of and for the protected employees as a sharing in productivity savings. The \$48.25 payment will not be subject to future general wage increases or cost-of-living adjustments.

Question and Answer No. 1

Q. When a reduced crew protects an ID train, even though for pay purposes, a new day commences out of a recognized terminal, how many payments are made to the Productivity Fund?

A. One.

Question and Answer No. 2

Q. If a crew is called for straight away or turn around service into or out of a point which, for pay purposes, may require payment of a new day, how many payments will be made to the Productivity Fund?

A. One.

Question and Answer No. 3

Q. When a member of a standard road crew ties up en route under the Hours of Service Law, will the remaining crew members be paid the \$6.98 Special Allowance and \$48.25 payment made to the Productivity Fund if they are instructed to work as a reduced crew?

A. Yes.

ARTICLE 19(b)

(b) Separate Employee Productivity Accounts shall be maintained for each particular road and yard seniority district unless otherwise agreed to by the General Chairmen and Carrier's Vice President — Personnel and Labor Relations. At the end of each year, each protected employee performing service in that particular seniority district will share in the division of the Employees' Productivity Fund, according to the number of yard tours of duty and/or road freight trips performed in that district during that calendar year. For equity purposes, each paid vacation day taken by a protected employee in road freight and/or yard service will be credited in computing his share of the Productivity Fund.

EXAMPLE

Amount in fund at the end of year	\$288,000
Number of protected employees	200
Total number of road freight service trips and/or yard tours of duty by protected employees only	12,000

$\$288,000 \div 12,000 = \$24$  per share  
Each protected employee receives  
\$24 x the number of his trips or  
tours of duty.

Question and Answer No. 1

Q. Do the number of days not worked while protecting the extra board go to the credit of the protected employee toward the number of yard tours of duty credited for the purpose of sharing in the Productivity Fund?

A. No, only actual service performed in freight or yard service is so credited.



Question and Answer No. 2

Q. In the event of the death of a protected employee who is entitled to payment from the Productivity Fund, will his part be paid to the estate or beneficiary?

A. Yes, at the end of the year when disbursements are made.

Question and Answer No. 3

Q. Section (b) provides that for each paid vacation day taken by a protected employee he will be credited with that day in computing his share of the Productivity Fund. Will "Personal Leave" days taken by an employee also be credited in computing his share of the Productivity Fund?

A. No.

Question and Answer No. 4

Q. How many shares will be credited for each week of vacation taken by a protected employee in road freight or yard service under this Article?

A. Seven.

Question and Answer No. 5

Q. Will tours of duty in road or yard service on single position assignments such as pilots, skatemen and car retarder operators worked by protected employees be credited in computing their share of the Productivity Fund?

A. Yes.

Question and Answer No. 6

Q. If an employee is due an adjustment in wages due to being used off his assignment, does he receive any additional yard tours or road freight trips other than those he actually performed for purpose of determining personal share count?

A. No.

ARTICLE 19(c)

(c) The productivity sharing provided for above is limited to the extent that the total amount of a protected employee's annual share of the Employees' Productivity Fund cannot exceed one-third (1/3) of his total compensation for that calendar year.

## EXAMPLE

The protected employee earns \$27,000 for service performed. His payment from the fund for the year could not exceed \$9,000 (1/3 of \$27,000).

### Question and Answer No. 1

Q. Is it understood to mean only compensation from the Carrier?

A. Yes. Compensation from any other source cannot be taken into account.

### Question and Answer No. 2

Q. In view of the requirements of the Agreement covering Productivity Accounts, are Articles 19(c) and (i) of the Crew Consist Agreement interpreted to mean fiscal year in lieu of calendar year?

A. Yes.

(d) Payment made to protected employees out of the Productivity Fund shall not be included in computing vacation pay.

(e) When a protected employee has shares in more than one Productivity Account, the amounts due from each account will be combined and the total amount paid cannot exceed one-third (1/3) of his total compensation for that calendar year.

(f) When computing one-third (1/3) of a protected employee's total compensation in any calendar year, payments or credits received from the Productivity Fund will not be included in the computation.

(g) Payments made to protected employees out of the Productivity Fund shall not be used in the computation of any monetary guarantees.

(h) A part-time Union officer who is unable to work in road freight or yard service due to performing official union work will be credited for such actual days lost from his assignment toward his number of tours of duty or trips in computing his share of the Productivity Fund. The General Chairman will furnish as soon as possible, but not later than October 31 each year, to the Carrier's Payroll Accounting Department the information necessary to properly credit those individuals for the number of tours of duty or trips to be so computed. (Changed from January 31 per Letter of Understanding dated October 5, 1982)

(i) The Company's pay period cash deposits to the Employees' Productivity Fund may be discontinued after the actual dollar amount deposited in the current calendar year is equal to not less than the full amount required to pay all protected employees a full one-third of their annual compensation for the preceding calendar year, adjusted to include cost-of-living and general wage increases due in the current calendar year. If the amount paid in is not adequate to pay all monies due under this agreement, the Company will make up the deficit.

Question and Answer No. 1

Q. In view of the requirements of the Agreement covering Productivity Accounts, are Articles 19(c) and (i) of the Crew Consist Agreement interpreted to mean fiscal year in lieu of calendar year?

A. Yes.

(j) The necessary arrangements for the establishment and administration of the Employees' Productivity Fund in compliance with ERISA and other applicable legal requirements will be finalized within 120 days from the effective date of this agreement.

ARTICLE 20

To expedite attrition an individual protected employee may request or may be offered in seniority order by the Carrier the opportunity for voluntary early separation and accept a lump sum separation allowance and other considerations in lieu of all other benefits and protection provided in this agreement. Such employee will be given an opportunity to elect hospital-surgical coverage for himself and his dependents in lieu of a portion or all of the severance allowance agreed upon, if he so desires.

Such request or offer for early voluntary separation shall be in writing and subject to the approval and option of both the individual employee and Carrier's Vice President-Personnel and Labor Relations.

Question and Answer No. 1

Q. Is the Carrier precluded from entertaining any protected employees' request for separation because there are senior protected employees who have not separated?

A. No.

## ARTICLE 21

The carrier shall continue to apply the provisions of Article VIII of Mediation Agreement A-10222 dated August 25, 1978 in the hiring of firemen.

## ARTICLE 22

(a) Effective May 15, 1981, all train service employees in road freight service not covered by the National Paid Holiday Rules will be entitled to personal leave days on the following graduated basis:

<u>Years of Service</u>	<u>Personal Leave Days Per Year</u>
Less than 5 years	2 Days
Five years and less than 10 years	4 Days
Ten years and less than 15 years	6 Days
Fifteen years and less than 20 years	8 Days
Twenty years or more	10 Days

### Question and Answer No. 1

Q. An employee who will have five years of service on August 1, 1981, takes two personal leave days prior to that date. Is he entitled to an additional two personal leave days after August 1, 1981?

A. Yes.

### Question and Answer No. 2

Q. In determining length of service, does clerical, mechanical, etc. service count?

A. No, only continuous service as brakeman-conductor and/or yard helper-engine foreman.

### Question and Answer No. 3

Q. May the Carrier unilaterally refuse to grant personal leave days to those brakemen/conductors who are working as such, because of being off-in-force reduction as firemen?

A. The Carrier will attempt to consummate an agreement with the UTU/E and BLE whereby these specific brakemen/conductors will be subject to the same terms and conditions outlined in Article 22 of the Crew Consist Agreement as any other brakeman/conductor who does not have fireman-engineer seniority, including reduction of the number of personal leave days by the number of paid holidays (or pay in lieu thereof) regardless of the class or grade of service in which engaged at the time granted a paid holiday or pay in lieu thereof. If either or both Organization, UTU/E and the BLE, refuse to consummate said agreement on a system basis, the Carrier will have the unilateral right to administer the granting of personal leave days to these specific employees.

#### ARTICLE 22(b)

(b) The number of personal leave days each road freight service employee is entitled to shall be reduced by the number of paid holidays (or pay in lieu thereof) received in covered road service or in the exercise of dual road and yard seniority rights.

#### Question and Answer No. 1

Q. If a man with more than five years and less than ten years of service, who is entitled to four personal leave days a year (receives or could have received 6 paid holidays but did not qualify due to unavailability on qualifying day or days), goes to road service, which does not qualify for holiday pay, would he be entitled to four personal leave days?

A. Yes, but he could not get more than ten personal leave days and holiday, through the combination of the two.

#### Question and Answer No. 2

Q. In the event the same man, who qualified for and who is entitled to four personal leave days, works a yard job or a road job qualifying for holiday pay and earns seven paid holidays and then takes a job that does not qualify for holiday pay, how many personal leave days would he then be entitled to?

A. Three.

#### Question and Answer No. 3

Q. In the case of a 20-year brakeman working the first part of the year on freight trains not governed by holiday pay, and during such time uses all ten days of his "personal leave," then goes to a road freight run covered by Holiday Pay rules, or yard service covered by Holiday Pay rule, what is his eligibility for holiday pay?

A. He would not be eligible for holiday pay, as he used his maximum ten days for the year, and no more holiday-pay days would be due; similarly, if he used five days of personal leave, he would only be eligible for the five holiday-pay opportunities the remainder of the year, i.e., in no event can a man accrue more than ten days' personal leave or holiday pay opportunities in combination.

Question and Answer No. 4

Q. If a passenger service employee, where no holiday pay applies, goes into freight service where the personal leave days apply, is he eligible for such days when in freight service?

A. Yes.

Question and Answer No. 5

Q. If the employee requests and is granted a personal leave day on the day that would be a qualifying day for holiday pay, how shall such day be treated?

A. For holiday pay purposes, it will be treated the same as a vacation day.

Question and Answer No. 6

Q. How will the maximum of ten (10) personal leave/paid holidays be computed for employees who hold seniority as engineer/fireman and exercise their seniority as conductors/brakemen while furloughed as firemen?

A. A number of personal leave days will be reduced by the number of paid holidays (or pay in lieu thereof) regardless of the class or grade of service in which engaged at the time granted a paid holiday (or pay in lieu thereof).

ARTICLE 22(c)

(c) Personal leave days may be taken upon 24 hours' notice to the designated carrier representative, and the employee will be paid one basic day at the rate of the last service performed for each personal leave day or days. Should the Carrier refuse an employee's request for personal leave day or days, any leave days not granted by subsequent requests will be carried over, but will be requested and granted prior to May 1 of the following year.

The Carrier will have the option of granting personal leave days which are requested with less than 24 hours' notice, but refusal of such request shall not constitute a right to carry those day(s) over.

Question and Answer No. 1

Q. Any employee has five years of service as of December 29, 1980, and is entitled to four personal leave days, but there are only three days remaining in the year. After taking three personal leave days, may he then carry the fourth day over into the next year?

A. No.

Question and Answer No. 2

Q. If an employee did not request all or part of entitled personal leave days, can they be carried over to the next calendar year?

A. No.

Question and Answer No. 3

Q. Does an employee going into road freight service have to perform one or more road trips before requesting personal leave day(s)?

A. Yes.

Question and Answer No. 4

Q. If an employee expires before taking his personal leave days, will the personal leave days be paid to his estate?

A. No.

Question and Answer No. 5

Q. Is it permissible for an employee to request 10 personal leave days and then only take 5 personal leave days?

A. No, unless authorized by the Carrier.

Question and Answer No. 6

Q. Can an employee request 5 personal leave days and then extend the leave days to 10 after starting the leave days?

A. Yes, if Carrier grants approval.

Question and Answer No. 7

Q. May employees request personal leave days in the same manner as they presently request layoff, i.e., by telephone?

A. If an employee is working out of an outlying point, or resides at a location which is distant from his on-duty point, arrangements may be made by telephone; however, the form used by the Carrier to request personal leave days must be formally completed, and submitted no later than the first tour of duty following the request, whether the request is granted or denied.

Question and Answer No. 8

Q. May an employee who was denied the right to take personal leave day(s) that have been carried over to the following year, be allowed to take such personal leave day(s) between January 1 and May 1 of the following year even though such employee is not now in road service, having been cut back into yard service where he would not be otherwise qualified for personal leave?

A. Under Santa Fe Agreement, No.

Question and Answer No. 9

Q. If the answer to the above question is in the affirmative, will the Carrier be allowed to take credit in yard service by working a yard crew on a reduced basis when such an employee takes personal leave days(s) carried over?

A. Since the answer was "no", this question is moot under Santa Fe Agreement.

Question and Answer No. 10

Q. What does "subsequent requests" mean under Article 22(c)?

A. At least two requests in addition to the original or initial request.

ARTICLE 22(d)

(d) Personal leave day or days will not be scheduled or allowed to start on other than a work day of the employee's position. Personal leave days for extra board employee and those in pool freight service will begin when they otherwise would have been called. When a member of a crew is on his personal leave day(s), if his position is not a must-fill position, it may be blanked. Personal leave days paid for will be counted as qualifying days for vacation purposes.



### Question and Answer No. 1

Q. If an employee on an assigned local requests personal leave day(s), how are they counted?

A. Personal leave day(s) must commence on an assigned workday and will then be consecutive calendar days for the number of day(s) requested.

### Question and Answer No. 2

Q. If an employee requests four personal leave days and his chain gang turn is called Monday at 11:00 p.m., when does the leave expire?

A. At 12:01 a.m., Friday, unless other arrangements are made.

### Question and Answer No. 3

Q. Is it permissible for an employee to couple his personal leave days with his scheduled vacation?

A. Yes, with prior approval of Carrier officer.

### Question and Answer No. 4

Q. How do you determine when an employee's personal leave days commence when he is bumped off his regular assignment after completing last tour, but before his regular assignment is next called?

A. If bumped, the employee has no regular or any assignment, therefore, no personal leave days will start until he again places himself. (See Article 22(d))

### Question and Answer No. 5

Q. Can an employee be paid for a personal leave day on a day on which he has worked?

A. If the employee has performed prior service on a calendar day and after arrival then requests, and is granted permission to observe a personal leave day, it would be permissible provided the employee would have protected service again on the same calendar day the prior service was performed. Otherwise a personal leave day commences with the first service the employee would have protected out of his home terminal on the calendar day requested.

### Question and Answer No. 6

Q. When an extra board brakeman observes personal leave day(s) will another extra board brakeman be called to fill a blankable position the extra

brakeman would have protected had he not been observing personal leave day(s)?

A. Not until after the position he would have protected returns to the home terminal. After departing the home terminal the first time, and returning thereto, if the extra brakeman would have caught additional service during the period personal leave days had been granted, the position will not be considered blankable under Article 22(d) during the balance of the personal leave day(s) previously granted.

If the extra brakeman is protecting or stands to protect an outside assignment at the time personal leave day(s) would commence, the position will not be considered as automatically blankable under Article 22(d), but will be subject to filling in accordance with other provisions of the Crew Consist Agreement.

#### Question and Answer No. 7

Q. Will the vacancy of a regularly assigned trainman who is stepped up or used off his position as trainman to fill the vacancy of a conductor who is taking personal leave days be filled?

A. Yes, subject to conditions of the Crew Consist Agreement.

#### Question and Answer No. 8

Q. May an employee's position be blanked when that employee is observing personal leave day(s) at a time protected employees are involuntarily off-in-force reduction?

A. Yes, including those incidents when the train is covered by Side Letter No. 1.

#### Question and Answer No. 9

Q. May a pool freight employee observing personal day(s) report prior to 12:01 a.m. as available for all to go on duty after 12:01 a.m.?

A. Yes, but the employee may not report before 4:00 p.m. the last day of personal leave nor later than one hour prior to the normal calling time.

### ARTICLE 23

The parties hereto recognize the complexities involved in this agreement and, in keeping with its intent and purpose and the rights and responsibilities of the parties thereunder, arrangements will be made for periodic conferences for the purpose of agreeing on interpretations. It is further agreed that at least for the first year the agreement is in effect, disputes arising from its application will

be handled expeditiously in conference by the General Chairman and Vice President — Personnel and Labor Relations. Such conferences will be held promptly at the request of either party.

#### ARTICLE 24

The parties to this agreement shall not serve or progress, prior to the attrition of all protected employees, any notice or proposal for changing the specific provisions of this agreement governing pure attrition, protected employees, car limits and train lengths, special allowance payment to reduced crew members, Employee Productivity Fund deposits and the administration thereof.

This section will not bar the parties from making changes in the above provisions by mutual agreement.

#### ARTICLE 25

This agreement will be made effective within 30 days of the date the Carrier is notified by the Organization that the agreement has been ratified, and, except as provided above, will continue in effect until revised or amended by agreement of the parties, or in accordance with the Railway Labor Act, as amended, and will supercede all other agreements, rules and/or understandings which are in conflict herewith.

#### ARTICLE 26

Gender where used is intended to cover male or female as appropriate.

## SIDE LETTER NO. 1

Letter from General Chairmen C. P. Sawyer, J. L. Easley and M. R. Hicks, United Transportation Union to Vice President F. L. Elterman, dated May 19, 1981:

In connection with Article 14 of the Crew Consist Agreement signed May 19, 1981.

### IT IS AGREED:

Car Limit Exception. Trains of seventy-two to one hundred twenty-one cars and not exceeding 6,840 feet in length, exclusive of engine(s) but including caboose(s), such as unit trains (empties in connection with unit trains), piggyback, grain, coal, ore, gravel, mail trains and through freight (combination commodity) trains operated from terminal to terminal intact without picking up, or setting out (except bad order cars from their own train), or doing switching en route, may be operated with one conductor and one brakeman. However, a reduced crew of one conductor and one brakeman will not be used on such trains when protected employees are available at the location of the protecting extra boards or when a protected employee has exercised seniority to the blankable (blanked) second brakeman position on the crew handling such trains.

NOTE: Any such trains required to pick up, set out (except bad order cars from their own train), or perform switching en route will entitle the conductor and brakeman of the reduced crew to one-half each of the amount that would have been earned by a second brakeman had he been a member of the crew, which will be in addition to all of their other earnings. No payment will be made to an employee who might have stood for this service. Also, the conductor and brakeman on such train would be paid the Special Allowance and the Productivity Fund would be credited.

### Interpretation

#### (Car Limit — Exception)

Q. Does this restriction also apply within the initial or final terminal?

A. No, this will not affect the rights granted the Carrier under Article IX of the January 27, 1972 National Agreement, as amended.

This agreement will become effective sixty (60) days from date the master Crew Consist Agreement becomes effective.

## Side Letter No. 1

### Question and Answer No. 1

Q. Do you calculate the amount to be paid under the provisions of the Note on a round trip basis or the trip on which the crew set out, picked up or performed switching en route?

A. The amount is calculated only on the basis of the single trip on which the work was performed.

### Question and Answer No. 2

Q. Can trains of 72 to 121 cars, operated with a conductor and one brakeman, be stopped en route to permit a yard crew or another road crew to change consist of train?

A. A change in engine or waycar will not constitute a change in the train consist; however, if a yard crew or another road crew does make a change in train consist payment provided for in the Note will be made.

### Question and Answer No. 3

Q. If a brakeman on a blankable position observes a personal leave day(s), must his position be filled even though a protected extra board brakeman is available and the train exceeds 71 cars or 4,015 feet in length, but not more than 121 cars or 6,840 feet in length?

A. Under Santa Fe Agreement, no.

### Question and Answer No. 4

Q. Under the Note, how will you determine "the amount that would have been earned by a second brakeman"?

A. It is the mileage allowed the brakeman who actually protected the trip on which the violation occurred.

### Question and Answer No. 5

Q. After Side Letter No. 1 becomes effective, can you use a reduced crew on a train that departs with 69 cars, 4,000 feet, and is required to pick up 20 cars en route without payment of the penalty provided in the Note of Side Letter No. 1?

A. No.

#### Question and Answer No. 6

Q. If a member of a standard road crew ties up en route under the Hours of Service Law, or for any cause, will an employee be called to relieve him if train exceeds 71 cars or 4,015 feet but less than 122 cars or 6,841 feet?

A. After Side Letter No. 1 becomes effective, if a brakeman ties up, he will not be replaced. If the conductor ties up, and there is a promoted brakeman on the crew, the senior promoted will be used as conductor, and the brakeman's position will not be filled. In either case, the remaining two crew members will be paid the Special Allowance and payment will be made to the Productivity Fund. In both instances, there will be no claim for not filling the brakeman's position; however, the brakeman used as conductor will be allowed a minimum of a day as conductor in addition to payment due as brakeman until placed in service as conductor. If the reduced crew should set out, pick up or perform switching en route, the payment specified in Side Letter No. 1 will apply.

#### Question and Answer No. 7

Q. If a solid train is handled A to intermediate Point B and another train is secured at B for return to A, is this considered picking up and/or setting out under Side Letter No. 1 requiring payment of the penalty?

A. No, even if crew is deadheaded, transported or run lite in either direction in connection with the delivery or receipt of solid over-the-road trains and/or empties such as coal cars. For example, so-called CT'ing at Los Angeles, Chillicothe to Streator and return, receipt and delivery of coal train and Empties at Fort Worth, etc.

#### Question and Answer No. 8

Q. A reduced crew is placed on duty at initial terminal and transported to an intermediate point where they take charge of a train which exceeds 71 cars or 4,015 feet in length. After taking charge of the train at that point they are required to perform switching at that point. Would they be entitled to the payment provided for under Side Letter No. 1?

A. No, because the train has not commenced its road trip insofar as the reduced crew in question is concerned.

## SIDE LETTER NO. 2

Letter dated May 19, 1981 from Vice President F. L. Elterman to Vice Presidents C. F. Christiansen and F. D. Tuffley, United Transportation Union:

This will confirm understanding reached in conference with respect to interpretation of the word "emergency" as used in Sections (c) and (d) of Article 16 of the Crew Consist Agreement signed May 19, 1981.

We adopt, as a general proposition, the definition of "emergency" as set forth in Webster's New World Dictionary, Second College Edition, copyright 1974, to-wit:

"EMERGENCY.....a sudden, generally unexpected occurrence or set of circumstances demanding immediate action."

Without attempting to set forth all of the many circumstances and events that would and/or would not constitute emergencies under that or any other general definition, the following are some practical examples of each:

### A. EMERGENCIES

1. A derailment or other accident necessitating immediate action to protect persons and/or property.
2. Immediate action to avert accidents and obviate personal injuries and/or property damage.
3. Fire, storm, flood and other circumstances beyond the control of the Carrier that necessitates immediate action to protect persons and/or property.
4. In road service, when a radio becomes inoperable after a train departs the initial terminal, as defined in Article 11 of the Crew Consist Agreement.
5. When a radio becomes inoperable on a yard assignment but only for the length of time it takes to get an operable radio to the crew.

B. NOT EMERGENCIES

1. No operable radio available.
2. The need to perform work immediately, minus a condition such as those mentioned in A, above.
3. To clear a track for an inbound train, a transfer cut or other cut of cars.
4. To commence weighing cars.
5. To start humping a train or cut of cars.

If the above accurately reflects our understanding, please do signify in the space provided below.



### SIDE LETTER NO. 3

Letter dated May 19, 1981 from Vice President F. L. Elterman to Vice Presidents C. F. Christiansen and F. D. Tuffley, United Transportation Union:

This letter will confirm the following understanding in connection with the application of Article 10 of the Crew Consist Agreement signed May 19, 1981:

If the Carrier believes that the number of lay-offs during employees' tours of duty have increased as a result of said Article 10, a prompt conference will be held in order to modify the agreement to the extent necessary to obviate excessive lay-offs.

#### SIDE LETTER NO. 4

Letter dated May 19, 1981 from Vice President F. L. Elterman to Vice Presidents C. F. Christiansen and F. D. Tuffley, United Transportation Union:

This will confirm our several discussions and our agreement that the Crew Consist Agreement signed May 19, 1981, will not have any bearing whatsoever on the administration of discipline procedures, or the amount of discipline assessed, in an effort to reduce the lists of "protected employees".

If at any time you feel that this commitment is not being honored, a prompt conference will be afforded to review the matter and whatever steps are warranted will be taken to alleviate the complaint.

## SIDE LETTER NO. 5

Letter dated May 19, 1981 from Vice President F. L. Elterman to Vice Presidents C. F. Christiansen and F. D. Tuffley, United Transportation Union:

This will confirm our understanding that the Crew Consist Agreement signed May 19, 1981, does not change present rules, agreements or practices concerning the use of cabooses; nor does it change the present practice of placing them on the rear of trains and cuts, or the present practice of placing them elsewhere under certain circumstances.

## SIDE LETTER NO. 6

Letter dated May 19, 1981 from Vice President F. L. Elterman to Vice Presidents C. F. Christiansen and F. D. Tuffley, United Transportation Union:

This will confirm our understanding concerning the train-length limitations referred to in Article 14 of the Crew Consist Agreement signed May 19, 1981.

Methods satisfactory to both parties will be established at all terminals by the Superintendents and the Local Chairmen, or their designees, for determining the length of trains.

## SIDE LETTER NO. 7

Letter dated May 19, 1981 from Vice President F. L. Elterman to Vice Presidents C. F. Christiansen and F. D. Tuffley, United Transportation Union:

This will confirm our understanding of Article 2 of the Crew Consist Agreement signed May 19, 1981, to the extent that any employee who has worked for the Carrier under UTU agreements for at least 30 days prior to the effective date of the agreement will not have his application disapproved without furnishing the General Chairman satisfactory reasons for such disapproval.

## ADDENDUM NO. 1

Letter from Vice President-Personnel and Labor Relations Elterman to General Chairman Hicks dated May 19, 1981:

In connection with current rules governing promotion to Engine Foreman and Conductor, it is agreed the following will be applicable to those helper/brakemen who are designated as "protected employees" under the provisions of the Crew Consist Agreement signed May 19, 1981:

1. A protected employee who fails promotion to engine foreman on fourth attempt will automatically forfeit all road seniority, and will thereafter be confined to yard service. Such employee will not be eligible to reestablish road seniority even though subsequently promoted to Engine Foreman. The Carrier may require the protected employee to make further attempt(s) to satisfactorily complete promotional examination for engine foreman; however, such attempt(s) will not be required in less than twelve (12) months following last failure, unless the Carrier has need for additional foremen. The protected employee will not be suspended during interim periods between attempts.

2. A protected employee who fails promotion to conductor on fourth attempt will automatically forfeit all road seniority, and will thereafter be confined to yard service. Such employee will not be eligible to reestablish road seniority. If this employee has not been promoted to Engine Foreman, the provisions of (1) above govern. The protected employee will not be suspended during interim periods between attempts.

3. Where the current rules provide for forfeiture or termination of seniority because of failure, such provisions will not be applicable to protected employees, except as provided herein.

4. Nothing herein is intended to modify the current rule governing promotion to Engine Foreman or Conductor except as specifically set forth herein.

5. Non-protected employees will be governed by the current rules concerning promotion to Engine Foreman or Conductor.

If the foregoing outlines the understanding reached, please signify in the space provided below.

## ADDENDUM NO. 2

Letter from Vice President-Personnel and Labor Relations Elterman to General Chairman Hicks dated July 15, 1981:

This will confirm our discussions at Chicago during week of July 7, 1981, at which time it was agreed Appendix No. 30 of the current Yardmen's Agreement and Appendix No. 28 of the Brakemen's Agreement would only be applicable to non-protected employees. Also, that sentence reading:

"If no bids are received, the junior assigned employee working in the class of service advertised shall be assigned."

is cancelled.

### ADDENDUM NO. 3

MEMORANDUM OF AGREEMENT between the Atchison, Topeka and Santa Fe Railway Company and its employees represented by the United Transportation Union (CT&Y), Eastern and Western Lines, except the Northern and Southern Divisions.

IT IS AGREED:

Regulation of Yardmen's guaranteed extra boards in connection with application of Article 7(a) of the Crew Consist Agreement will be as follows when protected employees are involuntarily off-in-force reduction.

When protected employees are off-in-force involuntarily at the extra board point, the yardmen's guaranteed extra board will be regulated on Friday. To determine the number of protected employees to be assigned to the extra board, the total number of vacancies protected by that extra board during the preceding seven (7) calendar days plus any unfilled blankable vacancies during the same seven (7) calendar day period will be divided by four (4) to determine the lowest whole number. This number of protected employees will then be maintained until the next checking period even though there may be yardmen exercising seniority to the extra board.

Protected employees involuntarily furloughed who desire to be used for vacancies when the extra board is exhausted will be furnished a form by Carrier to indicate whether they wish to be called for such service. If, after indicating in writing a desire to be called, the employee refuses a call for service, such employee will not be available for further call on that calendar day.

If a protected extra board yardman is cut off, a result of reducing the extra board, the yardman will have an exercise of seniority in accordance with the Crew Consist Agreement and other applicable rules of the current Yardmen's Agreement.

Questions and Answers in connection with operation of Yardmen's Guaranteed Extra Boards, Eastern-Western Lines, excluding Northern and Southern Divisions.

#### Question and Answer No. 1

Q. It is understood protected Yardmen off-in-force involuntarily who desire to be used for vacancies when the extra board is exhausted will be furnished a form upon which to indicate they wish to be called for such services?

A. Yes.



Question and Answer No. 2

Q. It is understood if Carrier is unable to contact any of these furloughed protected employees with request on file, crew may be operated as a reduced crew?

A. Yes.

Question and Answer No. 3

Q. Can an employee be cut off at one point on his seniority district and then request to be placed on an emergency board at another point on his seniority district?

A. Yes. If the protected employee's seniority would not permit the holding of a position, including an extra board, on his entire seniority district.

Question and Answer No. 4

Q. If a protected employee has filed a request for service when the extra board is exhausted and is called but refuses service, is the employee subject to further call on that calendar day?

A. No.

Question and Answer No. 5

Q. Is he subject to discipline if refuses call or cannot be contacted?

A. No.

Question and Answer No. 6

Q. When will protected employee(s) called from off-in-force reduction status to protect an outside assignment be relieved?

A. When an extra board employee becomes available.

Question and Answer No. 7

Q. Are yardmen-brakemen on emergency lists restricted to the five straight-time eight hour shifts in their work week under the Five-Day Work Week Agreement as indicated under Section (a) of Article 7 and the 1,000 miles referred to in Section (b) of Article 7; also, are these employees entitled to time and one-half for working a second shift within a twenty-four hour working period?

A. Since these employees are off-in-force reduction, they are not subject to the rules governing assigned work week or overtime rules applicable to service on the sixth or seventh day or performing service on a second trick in a twenty-four (24) hour period.

## ADDENDUM NO. 4

MEMORANDUM OF AGREEMENT between The Atchison, Topeka and Santa Fe Railway and its employees represented by the United Transportation Union (CT&Y) Eastern and Western Lines, except Northern and Southern Division.

IT IS AGREED:

Article 22(w) of the current Brakemen's Agreement is amended to read:

### REGULATION OF BRAKEMEN'S EXTRA BOARDS

(a) The brakemen's extra board will be regulated to provide an average of between 1000 and 1200 miles each ten (10) days, by the Local Chairman of the UTU/T and the trainmaster, or their representatives, on the 1<sup>st</sup>, 11<sup>th</sup> and 21<sup>st</sup> of each month, which are the only dates brakemen will be added to, or reduced from, the extra board.

(b) When the average exceeds 1200 miles in a checking period, the extra board will be increased to bring the average as close to 1100 miles as possible. When the average is less than 1000 miles in a checking period, the extra board will be reduced to bring the average as close to 1100 miles as possible. Neither the maximum of 1200 miles nor the minimum of 1000 miles will constitute a guarantee for pay purposes.

(c) Each ten (10) days will be considered as a checking period, except in a 31-day month, and during the month of February. The 31<sup>st</sup> day of any month will be omitted from the mileage count, the on-duty time to govern the day to which the mileage is chargeable in all instances. The last checking period in February will be calculated on the basis of a minimum of 100 miles and a maximum of 120 miles for each day.

(d) All mileage made by extra board brakemen in all classes of service as well as the mileage made by a regularly assigned brakeman when used off his regular assignment to protect brakeman vacancies, and mileage which would have been incurred by an unfilled blankable vacancy at a time a protected brakeman is off-in-force involuntarily on that seniority district, will be counted in determining the average mileage. In determining the average mileage, chargeable to the extra board, it will be all miles paid for less arbitraries, i.e., miles run with a minimum of 100, overtime and deadhead, passenger miles to be equivalent freight miles.

(e) Extra brakemen will be required to correctly register all miles upon arrival at their home terminal, or home terminal of the assignment being protected. Such brakemen will not be considered available for service until they have correctly registered their miles and the Company shall not be penalized for runarounds or other claims by reason of failure to call such brakemen for service.

(f) Reduction in force will be made in seniority order beginning with the junior brakeman on the extra board. Brakemen off-in-force reduction will be recalled to the extra board in seniority order, beginning with the senior employee, and will retain their original seniority date and standing provided they report for duty within thirty (30) days from (a) date such notice is received as evidenced by return register receipt, or (b) letter is returned unclaimed to employing officer, in which latter event the date as shown on sending party's receipt affixed by Post Office will establish date from which the 30-day period will run.

(g) The brakemen's freight extra board will be regulated in accordance with the foregoing. If this results in cutting off an extra brakeman protecting an outlying assignment, he will be relieved by an available brakeman, in accordance with the terms of the Crew Consist Agreement, without deadhead payment, the cut-off brakeman to return without payment of deadhead. In other words, the Company is to assume no additional deadhead expense as result of this Agreement. When the cut-off brakeman is en route to the away-from-home terminal of the assignment, he will not be relieved until his return to the home terminal of the outlying assignment.

(h) Brakemen off-in-force reduction will be required to keep the trainmaster currently informed of their address and telephone number and any subsequent change, by certified letter with copy to the Local Chairman of the United Transportation Union (T).

(i) Protected employees involuntarily furloughed who desire to be used for vacancies when the extra board is exhausted will be furnished a form by Carrier to indicate whether they wish to be called for such service. If, after indicating in writing a desire to be called, the employee refuses a call for service, such employee will not be available for further call on that calendar day.

(k) If an extra board brakeman is cut off, as result of reducing the extra board, that brakeman will have an exercise of seniority in accordance with the Crew Consist Agreement and other applicable rules of the current Brakemen's agreement.

NOTE: Paragraphs (a) and (c) of Article 22(w), Brakemen's Schedule, were amended, by Memorandum of Agreement dated July 11, 1982 to read as follows:

(a) The brakemen's extra board will be regulated to provide an average of between 1,000 and 1,200 miles each ten (10) days by the local chairman of the UTU/T and the trainmaster, or their representatives, on Friday of each week, which are the only dates brakemen will be added to, or reduced from the extra board.

(c) The ten (10) calendar days immediately preceding Friday will be considered as the checking period and the on duty time will govern the day to which the mileage is chargeable in all instances.

This agreement may be automatically cancelled upon ten (10) days' written notice by either party.

Question and Answer No. 1

Q. When will protected employee(s) called from off-in-force reduction status to protect an outside assignment be relieved?

A. When an extra board employee becomes available.

Question and Answer No. 2

Q. Are yardmen-brakemen on emergency lists restricted to the five straight-time eight hour shifts in their work week under the Five-Day Work Week Agreement as indicated under Section (a) of Article 7 and the 1,000 miles referred to in Section (b) of Article 7; also, are these employees entitled to time and one-half for working a second shift within a twenty-four hour working period?

A. Since these employees are off-in-force reduction, they are not subject to the rules governing assigned work week or overtime rules applicable to service on the sixth or seventh day or performing service on a second trick in a twenty-four (24) hour period.

## ADDENDUM NO. 5

Letter from Vice President — Personnel and Labor Relations Elterman to General Chairman Hicks dated July 15, 1981.

In connection with conferences at Chicago, beginning July 7, concerning crew consist, we discussed specifically the handling of Hours of Service Relief and Work Train Crews when such service is protected from an extra board.

Article 15 of Crew Consist provides for use of reduced crews, and the parties agreed to the following procedures:

- (1) If there are no protected employees off in force involuntarily, reduced crew will be used.
- (2) If there are protected employees off in force involuntarily, a standard crew will be used if there is at least one request filed under Paragraph (j) of the mileage regulation rule, and if it can be filled by the following procedures:

First, by available protected extra board brakemen;

Second, if insufficient available protected brakemen on the extra board, attempt will be made in seniority order to contact those protected off in force who have written request filed in accordance with Paragraph (j) of the mileage regulation rule;

Third, failure to provide a standard crew from these sources will permit operation of a reduced crew.

- (3) A furloughed employee used under the second step of Paragraph (2) hereof will protect the service until released at the home terminal, at which time the employee will revert to an off-in-force status. Mileage made by this individual will be charged to the extra board for mileage regulation purposes.

-APPENDIX NO. 17-  
1990 CREW CONSIST

AGREEMENT  
BETWEEN  
THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY  
AND THE  
UNITED TRANSPORTATION UNION (CT&Y)

Effective December 4 1990 it is agreed the basic Crew Consist Agreement between the parties effective May 15, 1981, and signed May 19, 1981, is amended as follows:

ARTICLE 1  
CREW CONSIST

- a. The basic crew consist for all crews operated shall be one (1) Conductor/Foreman and one (1) Brakeman/Yard Helper, subject to the provisions of this Agreement.
- b. No car count or train length limitation in the operation of trains with crews of one Conductor and one Brakeman will be imposed.
- c. Except as otherwise provided for in this Agreement, the consist of all road freight and yard crews shall not be less than a conductor (foreman) and one brakeman (helper).
- d. The Carrier may add additional positions of brakemen/helpers to any assignments when the Carrier considers the additional positions necessary. If additional brakemen/helpers are used on a shift/tour of duty, any such second brakemen/helpers must then be used on that assignment/turn for four more consecutive work days.

ARTICLE II  
SEPARATION ALLOWANCE

- a. Commencing on December 4, 1990, the Company will solicit for a period of ninety (90) days voluntary separation requests from protected employees as defined in Paragraph (d) of this Article of this Agreement. The amount of the separation allowance shall be \$75,000.00 subject to all applicable taxes.
- b. Protected employees electing separation shall be afforded the options set forth in Attachment "A".

c. Protected employees wishing to apply for a voluntary separation allowance must apply to the designated Company officer during the ninety (90) day period set forth in Paragraph (a), above.

d. For purposes of this Article II, an employee is a "protected" employee if he is holding a regular assignment, is off-in-force reduction or holds seniority in a craft and on a territory represented by this Committee, but protected employees for purposes of this Article shall not include anyone who during a period in which a separation allowance may be applied for under this Agreement holds a position of employment with another railroad or is ineligible or unable to mark up for service for any reason other than being furloughed.

e. During the period November 1, 1991 through January 15, 1992, any protected employee as defined in Paragraph (d) of this Article, may request a voluntary separation allowance. The amount of the allowance shall be \$50,000.00, subject to all applicable taxes, and employees electing the separation shall be afforded the options set forth in Attachment "A".

f. Nothing in this Article II supersedes or modifies the provisions of Article 20 of the basic Crew Consist Agreement effective May 15, 1981.

### ARTICLE III GUARANTEED EXTRA BOARDS

a. Existing mileage extra boards will be replaced by guaranteed extra boards for conductors and brakemen. Separate guaranteed extra boards will be established for conductors and brakemen. Guaranteed extra boards will remain in effect for yardmen at those locations where they presently exist.

b. Each extra board conductor who is available for service an entire half month will be guaranteed a monetary equivalent of 19 days' pay at the conductors' minimum basic through freight rate (\$114.1772 per day), subject to all general wage increases and COLA adjustments. Each extra board brakeman who is available for service an entire half month will be guaranteed a monetary equivalent of 18 days' pay at the trainman's minimum basic through freight rate (\$107.5568 per day), subject to all general wage increases and COLA adjustments. In the event all earnings (exclusive of penalty time claims and Productivity Fund shares) do not equal or exceed this amount, necessary adjustment will be made. The Guarantee will be reduced by 1/15 for each calendar day or portion thereof the employee is unavailable for service.

c. The yardmen's guaranteed extra board will be regulated as provided for in the Yard Schedule, except as amended below.

1. The four day guarantee per week is increased to five days per week.



2. The regulation formula in Article 11 (b) (2) is amended to include reserve board employee(s) in addition to those involuntarily off-in-force reduction.

3. A yardmen's extra board cannot be reduced to zero (0) if any yardman is involuntarily off-in-force reduction or on the reserve board and there is at least one yard engine assignment in that yard.

d. Employees added to or removed from road boards on other than the 1st and 16th by the Carrier will be paid a guarantee equivalent to 1/15 of the half month guarantee for each calendar day they are available on the board. Employees added to or reduced from the extra board will be paid a guarantee for the day provided the employee meets the eligibility requirements of this article and all earnings made on the day added or reduced will be included in the computation of the guarantee.

e. Extra board employees shall be used on a first-in, first-out basis.

f. Layoffs for jury duty or bereavement leave will not be counted as a "lay-off" toward forfeiture of guarantee in that pay period. However, if the employee 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 counted as a "lay-off" toward forfeiture of guarantee. Layoffs by officers or committeemen for union business for a duration of less than 48 hours will not be counted as a "lay-off" toward forfeiture of guarantee in that pay period. A conductor or brakeman 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.

g. Conductors' and brakemen's extra boards will be adjusted as follows:

1. The brakemen's extra boards will be regulated by the current Road Schedule rule (Article 23(m)) except that all mileage figures therein will be increased by 100 miles.

2. The conductors' extra boards will be regulated in the same manner as the brakemen's extra boards except that the number of conductors assigned thereto may be regulated by the Local Chairman of the UTU/C with the concurrence of the Superintendent or his designated representative.

3. All mileage made by any employee in all classes of service to protect brakemen's vacancies, will be counted in determining the average mileage for regulation purposes.

h. In the event of a temporary brakeman or yard helper vacancy and the brakemen's and yardmen's extra boards are exhausted, the vacancy will be filled as follows:

1. Reserve board employee with request on file for such service.
2. OIFR employee in accordance with the current Schedule Rule.
3. Will be filled in accordance with rules and practices in effect prior to this agreement.

#### ARTICLE IV RESERVE BOARD

- a. Carrier will establish a reserve board on each prior rights seniority district for employees with a seniority date prior to October 31, 1985. The number of positions on each reserve board will be equal to the number of excess brakemen/yardmen resulting from the application of this agreement, i.e. , the number of employees unable to hold an assignment or the extra board.
- b. Absent sufficient voluntary requests for the reserve board from senior employees, the most junior excess brakemen/yardmen will be assigned.
- c. An employee on the Reserve Board shall be paid whichever is the greater of the following options:
  1. 70% of the basic yard helper's rate (subject to future wage increases) for five days per week; or,
  2. 70% of the employee's W-2 earnings during the calendar year 1989, less payments such as productivity fund payments, moving/real estate lump sums.
  3. No other payments shall be made to or on behalf of a reserve employee except for payment of premiums under applicable health and welfare plans. No deductions from pay shall be made on behalf of a reserve employee except for deductions of income, employment or payroll taxes (including railroad retirement taxes) pursuant to federal, state or local law, deductions of dues pursuant to an applicable union shop agreement and any other deductions authorized by agreement, as may otherwise be authorized by this rule; and, any other legally required deduction.

NOTE: The phrase "no other payments shall be made to or on behalf of an employee on the Reserve Board...." would not preclude an employee on the Reserve Board from receiving payments on a pending penalty claim. Penalty claim payments due, if any, will be paid in addition to the earnings of a reserve employee.

d. An employee on a Reserve Board shall remain in that status until:

1. The employee resigns from the Carrier's employment.
2. The employee retires on an annuity (including a disability annuity) under the Railroad Retirement Act.
3. The employee returns to active service.
4. The employee is displaced by another employee through the exercise of seniority or is assigned to a position per Agreement rules.
5. At the end of 10 years from the effective date of this agreement, all reserve boards will be abolished and any remaining protected employees thereon will have full displacement rights.

e. Employees on the Reserve Board will be recalled in reverse seniority order unless a senior employee has filed a request to return to active service and will retain their original seniority date and standing provided they report for duty within fifteen days from (a) date such notice is received as evidenced by return register receipt, or (b) letter is returned unclaimed to employing officer, in which latter event the date as shown on sending party's receipt affixed by Post Office will establish date from which the 15-day period will run. Failure to report for duty within fifteen days from the date of notification will result in automatic forfeiture of seniority.

1. An employee who returns to service within the first three calendar days of the fifteen day recall period will receive Reserve Board pay until the end of the three calendar days (commencing with date of notification), in addition to all other earnings. Otherwise, an employee recalled from a Reserve Board would be entitled to no payment from the time of recall until he returns to service.
2. Reserve employees must maintain the same train service proficiencies while in such status as are required of employees in active train service, including successfully completing any retraining or refresher programs that the Carrier may require and passing any tests or examinations (including physical examinations) administered for purposes of determining whether such proficiencies and abilities have been maintained. In those cases the employee will be compensated under the Operating Rules Agreement. Employees will be notified by certified mail of required tests and examinations.

f. Other employment while on the Reserve Board is permissible; however, work on another railroad or full-time union work at the general committee of adjustment or international level is prohibited. There shall be no offset for outside earnings.

g. An employee observing vacation while in reserve status will receive vacation pay or reserve pay, whichever is greater. Time spent in reserve status will not count toward determining whether the employee is eligible for vacation in succeeding years. It will count as time in determining the length of vacation to which an employee, otherwise eligible, is entitled.

h. Employees are not eligible for Holiday Pay, Personal Leave Days, Bereavement Leave, Jury Pay and all other similar allowances while on the Reserve Board.

i. Employees on the Reserve Board are covered by Health and Welfare Plans, Union Shop, Dues Check-Off, Discipline Rules and the Grievance Procedures that are applicable to employees in active service.

j. It is understood the Reserve Board will not operate when all protected employees on the appropriate Seniority Roster on the date of this Agreement are placed on either a Guaranteed Extra Board position or a regular job; however, established reserve board positions will always be preserved, subject to Paragraph d. 5. and/or the offset provisions of Paragraph 1 of this Article.

k. Under this Article IV, an eligible employee is defined as an employee holding a regular assignment, including unassigned freight service and extra board assignments, or who is off in force reduction on December 4, 1990, and who is a "protected" employee under the terms of the basic Crew Consist Agreement (except post May 15, 1981 employees may exercise seniority to a Reserve Board position in lieu of being furloughed if there are open Reserve Board slots). An employee, otherwise eligible, but who was not holding a regular assignment, including unassigned freight service and extra board assignments or off in force reduction on December 4, 1990 shall not be considered an eligible employee.

l. The number of Reserve Board positions on each seniority district shall be a number equivalent to the sum of the number of second brakeman/helper positions, the number of first brakemen positions on regular conductor-only service, and the number of positions on the brakemen's and yardmen's guaranteed extra boards. Any increase or decrease in the number of active positions will result in a corresponding increase or decrease in the number of reserve positions. If the number of occupants on a reserve board exceeds the allotted number of positions, the excess employees will be furloughed.

m. In connection with the establishment of reserve boards under this agreement, an adjustment in productivity fund contributions otherwise due under the 1981 Crew Consist Agreement will be made as follows:

1. For each prior rights seniority district where there are employees on a corresponding reserve board, the Carrier will not make a productivity fund contribution for each yard tour of duty or road freight service trip on which a reserve board member would have worked but for this agreement.
2. One example of the application of this principle is the following. On a prior rights seniority district where there are ten (10) employees on a corresponding reserve board and there are concurrently thirty (30) chain gang turns, the Carrier will not make productivity fund contributions for ten (10) of those thirty (30) turns.
3. Another example of the application of this principle is the following. On a prior rights seniority district where there is one (1) employee on a corresponding reserve board and there are concurrently five (5) yard engine assignments, the Carrier will not make a productivity fund contribution for one (1) of those five (5) yard engine assignments.

#### ARTICLE V CONDUCTOR ONLY

Carrier may establish conductor-only service subject to the following conditions:

- a. Conductor-only service may be established on existing trains, with a maximum of three trains in each direction on any crew district except that a fourth train in each direction may also be established with the concurrence of affected local chairmen if such trains are necessary to balance conductor-only assignments.
- b. Conductor-only trains are subject to the restrictions which follow in this Paragraph b of this Article V. Such trains will not be required en route to perform switching, or make more than two straight set-outs or two straight pick-ups or one of each per tour of duty, excluding bad orders. For purposes of this Article V, two straight set-outs or two straight pick-ups, or one of each en route by a conductor-only train shall not be deemed "switching".

NOTE: Employees in conductor-only service shall not be required to perform switching or make pick-ups or set-outs at the initial or final terminal.

- c. In addition to conductor-only trains established under Paragraph a of this Article V, the Carrier may operate conductor-only trains composed entirely of new business, subject to the restrictions set forth in Paragraph b of this Article V.
- d. When any reserve board established under this Agreement is vacant, and before the Carrier must hire additional brakemen or yardmen on the corresponding seniority district, the Carrier and Organization shall meet to discuss solutions to the situation and permissible topics of such discussions shall include the possibility of conductor-only service in addition to that already established under Paragraphs a and c of this Article V.

- e. Conductors assigned to conductor-only service will be governed by applicable Schedule agreement rules covering regular assignments, except train symbol designation is not required.
- f. The local chairmen and regional managers, or their representatives, will cooperate in establishing the assignments. Any mileage equalization will be resolved by the Organization in a manner that will not result in additional expense to the Carrier.
- g. Vacancies will be filled by the controlling extra board on the seniority district to which the assignment belongs.
- h. Miles in excess of the basic day will be allowed at the basic rate in effect June 30, 1988.
- i. Subject to Article IV, Paragraph m of this Agreement, for each service trip that a conductor-only crew is operated, the carrier will pay into the employees Productivity Fund the sum of \$48.25 in the same manner as is prescribed by Article 19 of the May 15, 1981 basic Crew Consist Agreement for crews of one conductor and one brakeman.

#### ARTICLE VI PERSONAL LEAVE DAYS

Article 22 of the basic Crew Consist Agreement between the parties effective May 15, and signed May 19, 1981 is amended as follows:

1. All conductors, brakemen and yardmen on any assignment including extra boards and unassigned service will be entitled to personal leave days under Article 22 as amended herein.
2. Increase the maximum number of personal leave days to eleven (11) days.
3. The maximum number of combined holiday and personal leave days is increased to eleven (11) days.
4. Personal leave days may be observed per Article 22(c) or the employee may receive payment for such days without laying off.
5. Ungranted or unused personal leave days may be accumulated and carried over up to a maximum of sixty (60) days.

6. An employee may elect to receive payment for part or all carry-over days in his account at any time. Ungranted or unused personal leave days will be paid at the rate of pay in effect for the craft the employee is working in on the date the personal leave day (s) is (are) taken.

7. The employee may elect to claim holiday pay or may accumulate a personal leave day in lieu of the holiday.

8. If an employee resigns, retires, dies, or is dismissed from service, the number of personal leave days in his account as of December 31 of the prior year will be payable to the employee or his estate.

9. At the end of each calendar year, the General and Local Chairman will be furnished a list of the number of accumulated personal leave days for each employee.

#### ARTICLE VII

Effective December 4 1990 all standard basic daily rates of pay in effect on December 3, 1990, will be increased by \$5.00 and will be subject to future wage increases and cost-of- living adjustments. Payment under Code 32 is discontinued.

#### ARTICLE VIII ADJUSTING CHAIN GANG

Article 22(j) of the Road Schedule is amended as follows:

The current mileage regulation of 3,500 - 4,000 miles is increased to 3,700 - 4,200 miles.

#### ARTICLE IX LUMP SUM PAYMENT

A lump sum payment of \$5,000 will be paid by separate check to each protected employee within fifteen (15) days after notification of ratification subject to all applicable taxes.

For purposes of this Article IX, an employee is a "protected" employee if he is holding a regular assignment, is off-in-force reduction or holds seniority in a craft and on a territory represented by this Committee; but protected employees for purposes of this Article shall not include anyone who during a period in which a lump sum payment is made under this Agreement holds a position of employment with another railroad or is ineligible or unable to mark up for service for any reason other than being furloughed.

The total lump sum payment made to any employee under this Article and any separation allowance paid under Article II to the same employee will not exceed \$75,000.

#### ARTICLE X DEADHEADING

The payment to chain gang crews deadheaded terminal to terminal will be as follows:

1. On runs of 200 miles or more, terminal to terminal, chain gang crews shall not be deadheaded more than one (1) time per calendar month.
2. On runs less than 200 miles, terminal to terminal, chain gang crews shall not be deadheaded more than four (4) times per calendar month.
3. If a crew is deadheaded in excess of that specified above, the crew shall be paid actual miles.
4. If a crew stands to deadhead but has already deadheaded in that calendar month, the crew can be runaround without penalty to the Carrier. A crew who is runaround shall be entitled to regain their turn.
5. The above provisions will supersede all other rules, agreements and/or understandings which are in conflict herewith.

#### ARTICLE XI MORATORIUM

The moratorium set forth in the Crew Consist Agreement effective May 15, 1981 and signed May 19, 1981, applies to this Agreement. It is, therefore, understood that this Crew Consist Agreement is an Agreement between The Atchison, Topeka and Santa Fe Railway Company and the United Transportation Union (CTU) under the jurisdiction of the undersigned general chairman, and the provisions of this Agreement and the Side Letters thereto are not subject to change by the provisions of any National Agreement between the National Carrier's Conference Committee and the United Transportation Union unless the parties mutually agree to the contrary.

This Agreement, signed this 3rd day of December, 1990, will become effective at 12:01 A.M. on December 4, 1990, and will comport with the provisions of Articles 24 and 25 of the Memorandum of Agreement signed May 19, 1981, effective May 15, 1981.



October 3, 1990  
SIDE LETTER NO. 1

Mr. M. R. Hicks, General Chairman  
United Transportation Union  
8100 Marty Suite 100  
Overland Park, Kansas 66204

RE: Crew Consist Agreement Amendments of December 4 1990.

Dear Sir:

In connection with the application of Article II, Paragraph (b) of the captioned Agreement, the parties hereby agree as follows:

In the case of any employee applying for the \$75,000 voluntary separation allowance on or before March 3 1991 but whose services are required by the Carrier, the Carrier may defer payment of the \$75,000 separation allowance until the period November 1, 1991 through January 15, 1992. In such event, the employee who timely applied for the \$75,000 separation allowance but was not then permitted to receive such payment, shall be permitted, if he still desires to do so, to separate in exchange for the \$75,000 separation allowance any time during the period November 1, 1991 through January 15, 1992, provided that he remained available for service with the Carrier continuously since first timely applying for the \$75,000 payment.

If the foregoing correctly represents our understanding in this regard, please so indicate in the space provided below.

Yours truly,  
/S/  
R. E. Hagberg  
Vice President-Human Resources

I agree:  
/S/  
M. R. Hicks, General Chairman

October 3, 1990  
SIDE LETTER NO. 2

Mr. M. R. Hicks  
General Chairman  
United Transportation Union  
Suite 100, 8100 Marty  
Overland Park, Kansas 66204

Dear Mr. Hicks:

This will confirm our understanding during the negotiations of the Agreement of this date that the Schedule governing Rates of Pay and Working Conditions for Yardmen represented by the United Transportation Union, effective January 1, 1966 as reprinted as of October 1, 1983 will apply to Chicago Terminal yardmen as of December 4 1990.

The Carrier shall make a sufficient supply of the "Gray Books" (Form 2774 Std.) available for all Chicago Terminal yardmen at a convenient location for the yardmen.

The Schedule of Rates, Rules and Regulations for Yardmen in the Chicago Terminal effective July 1, 1956 will no longer be applicable as of December 4 1990.

Chicago Terminal extra yardmen will receive a calling time of two (2) hours prior to the on-duty time of the job or assignment.

Please indicate your agreement by signing in the space provided below.

Very truly yours,  
/S/  
Russell Hagberg  
Vice President - Human Resources

I agree:  
/S/  
M. R. Hicks, General Chairman

October 3, 1990  
SIDE LETTER NO. 3

Mr. M. R. Hicks, General Chairman  
United Transportation Union (CT&Y)  
8100 Marty, Suite 100  
Overland Park, Kansas 66204

Dear Sir:

This will confirm our understanding during the negotiations of the Crew Consist Modification Agreement of this date that the manning of the Reserve Boards will be handled in the following manner:

The number of Reserve Board positions on each seniority district Reserve Board (as shown next under) will be determined and the equivalent number of senior employees having a request on file for the Reserve Board will be assigned. If there are insufficient number of requests for the Reserve Board, the Carrier may force assign, in reverse seniority order, the appropriate number of junior employees to the Reserve Board.

Employees in active service may exercise their seniority to the Reserve Board by displacing on the Reserve Board, by making a written request for an open slot on the Reserve Board, or by having a written application on file for a Reserve Board vacancy when one occurs.

Employees on the Reserve Board may exercise their seniority to active service by bidding or bumping only. A written application for unassigned service (chain gang, extra board, etc.) will be considered as a bid. However, anyone who voluntarily bids to the Reserve Board may not for a period of thirty (30) days thereafter voluntarily exercise his seniority to active service, unless such employee accrues displacement rights.

Yours truly,  
/S/  
Russell E. Hagberg  
Vice President - Human Resources

I agree:  
/s/  
M. R. Hicks, General Chairman

October 3, 1990  
SIDE LETTER NO. 4

Mr. M. R. Hicks, General Chairman  
United Transportation Union (CT&Y)  
8100 Marty, Suite 100  
Overland Park, Kansas 66204

Dear Sir:

This will confirm our understanding during the negotiations concerning Article V (conductor-only service) of the Crew Consist Modification Agreement that provisions in this Agreement concerning conductor-only service are intended to enhance the flexibility and competitiveness of Santa Fe through train service and, therefore, improve Santa Fe's capacity to market its services in the highly competitive transportation marketplace.

Yours truly,  
/s/  
Russell E. Hagberg  
Vice President - Human Resources

I agree:  
/s/  
M. R. Hicks, General Chairman

October 3, 1990  
SIDE LETTER NO. 5

Mr. M. R. Hicks, General Chairman  
United Transportation Union (CT&Y)  
8100 Marty, Suite 100  
Overland Park, Kansas 66204

Dear Sir:

This will confirm our understanding during the negotiations concerning Article V of the Crew Consist Modification Agreement of this date that the penalty for violation of the restrictions in Article V (b) is as follows:

Item 1 - If a conductor is required en route to perform switching or make more than two straight set-outs or two straight pick-ups or one straight set-out and one straight pick-up per tour of duty, the conductor will be entitled to the one-way trip mileage a brakeman would have earned had he been a member of the crew, in addition to all other earnings.

Item 2 - If a conductor is required to perform switching or make a pick-up (s) or set-out (s) at the initial or final terminal, the conductor will be entitled to the one-way trip mileage a brakeman would have earned had he been a member of the crew, in addition to all other earnings.

Item 3 - A pick-up or set-out of a dead or nonworking engine (s) at any point for movement to another terminal will be considered a pick-up or set-out. This Item 3 does not, however, alter the bad order provisions of Article V, Paragraph b.

Item 4 - It is further understood that, following the effective date of this Agreement, should any member(s) of another craft or Organization receive payments of any nature dealing with the size of the train and/or size of the ground crew which payments were not provided for prior to the effective date of this Agreement, the conductor will receive the same payments in addition to the payment (s) provided for in Items 1 and 2 above and in addition to all other earnings..

Yours truly  
/s/  
R.E. Hagberg  
Vice President - Human Resources

I Agree:  
/s/  
M. R. Hicks, General Chairman

October 3, 1990  
SIDE LETTER NO. 6

Mr. M. R. Hicks, General Chairman  
United Transportation Union (CT&Y)  
8100 Marty, Suite 100  
Overland Park, Kansas 66204

Dear Sir:

This will confirm our understanding during the negotiations concerning the Crew Consist Modification Agreement of this date, that, following the effective date of this Agreement, should any member(s) of another craft or Organization receive payment (s) of any nature dealing with the size of the train and/or size of the ground crew which payment (s) were not provided for prior to the effective date of this Agreement, the member (s) of the ground crew will receive the same payment (s) in addition to all other earnings.

Yours truly,  
/s/  
Russell E. Hagberg  
Vice President - Human Resources

I agree:  
/s/  
M. R. Hicks, General Chairman

October 3, 1990  
SIDE LETTER NO. 7

Mr. M. R. Hicks, General Chairman  
United Transportation Union (CT&Y)  
8100 Marty, Suite 100  
Overland Park, Kansas 66204

Dear Sir:

This will confirm our understanding during the negotiations of the Crew Consist Modification Agreement of this date that verification procedures of the Productivity Fund Contributions Adjustment (Article IV m) will be as follows:

The Company shall furnish statements to each Local Chairman and the General Chairman within 30 days after the close of each calendar month, showing the names of those employees on the Reserve Board and the crews (assignments) for which no payment of Productivity Fund Contributions are being made, as well as the crews (assignments) for which Productivity Fund Contributions are being made. The statements shall be arranged by Reserve Board locations for ease in cross checking the non-payment of Productivity Fund Contributions Assignments against the employees on the Reserve Board.

These statements shall be separate and apart from the current Crew Consist Account computer printout statements but will be furnished with and in the same manner as the current Crew Consist Account computer printout statements.

If it is found by the Organization that additional information is needed for verification of the above, the Carrier shall furnish such information as is required.

Yours truly,  
/s/  
Russell E. Hagberg

I agree:  
/s/  
M. R. Hicks, General Chairman

October 3, 1990  
SIDE LETTER NO. 8

Mr. M. R. Hicks, General Chairman  
United Transportation Union (CT&Y)  
8100 Marty, Suite 100  
Overland Park, Kansas 66204

Dear Sir:

Referring to Memorandum of Agreement dated December 3 1990 in connection with Crew Consist.

In an effort to alleviate any concern, we agreed that the moratorium provision contained in Article 24 of the Crew Consist Agreement effective May 15, 1981 and signed May 19, 1981, remains in effect.

The foregoing does not bar the parties from making changes by mutual agreement.

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

Yours truly,  
/s/  
Russell E. Hagberg  
Vice President - Human Resources

I agree:  
/s/  
M. R. Hicks, General Chairman



-APPENDIX NO. 18-  
1992 CREW CONSIST

This MEMORANDUM OF AGREEMENT is entered into between The Atchison, Topeka and Santa Fe Railway Company and its Employees on the former Eastern and Western lines (excluding Northern and Southern Divisions) represented by the United Transportation Union (CT&Y).

IT IS AGREED:

ARTICLE I  
Conductor-Only Conditions and Restrictions

As of the effective date of this Agreement, Article V (Conductor Only) of the December 4, 1990 Crew Consist Modification Agreement is abrogated. In its place, the following terms in this Article shall establish the conditions and restrictions which govern conductor-only service performed on and after the effective date of this Agreement:

1. Conductor-only service may be established on through freight trains between pool freight terminals.
2. Conductor-only trains are subject to the following restrictions set forth in this paragraph No. 2. Conductor only trains will not be required to perform switching or make more than three straight set-outs or three straight pick-ups or any combination not to exceed three per tour of duty, including work at a terminal, excluding bad orders. However, at any initial or final terminal where yard crews are on duty, no conductor-only crew shall be required to perform more than one straight pick-up or one straight set-out while at that terminal during that tour of duty.
3. Conductor-only trains will be protected by the conductors' pools. Conductors' and brakemen's chain gang turns will be separated, and separate conductors' and brakemen's pools will be established to protect all chain gang (pool freight) service including conductor-only service, except as limited by Section 8 below.
4. District miles will be allowed. The overmile rate for conductors protecting service under this Article will be at the basic mileage rate in effect June 30, 1988.
5. Conductors protecting this service who do not stop to eat en route will be allowed \$1.50, unless time on duty exceeds 8 hours, in which event they will be allowed \$6.00.
6. Conductors operating conductor-only trains which perform in excess of the moves provided in Section 2 will be allowed the one-way trip mileage a brakeman would have earned had he been a member of the crew.

- 7 A brakeman used out of the home terminal in pool freight service will remain with that conductor to the away-from-home terminal. At the away-from-home terminal that brakeman may be called for service with the same conductor, or earlier if needed.
8. Conductor-only trains shall be operated in the freight pools between pool freight terminals pursuant to the restrictions set forth in Section 2 above.

Brakemen's pool positions will be maintained as set forth below:

- (a) Conductors' pools will be regulated in accordance with schedule rules based on the mileage of all trains operated in the pool by pool conductors.
- (b) All brakemen's pools will be abolished, the brakemen's extra board will be abolished, and the conductors' extra board will be abolished. Combination conductors'/brakemen's extra boards will be established in their place to protect all brakemen's unassigned freight work and all other conductors' and brakemen's vacancies. Occupants on the combination board will be covered by the conductors' guaranteed extra board guarantee.
- (c) The number of brakemen from the freight pool who will occupy positions on the extra board will be governed by the following:

Upon implementation	25% of conductors pool turns
Year 2	20% of conductors pool turns
Year 3	15% of conductors pool turns
Year 5 and thereafter	0% of conductors pool turns

All fractions will be rounded to the next lowest number, except that, prior to the beginning of Year 5, the number of brakemen's slots on any combination extra board shall be no less than one.

- (d) Occupancy on the combination conductors'/brakemen's extra board will be calculated at a minimum of the number of brakemen's slots plus 40% of all conductors' pool turns and assigned positions and all assigned brakemen's positions. All fractions will be rounded to the next highest number. See following example.

For Example:

Conductors' pool	13
Conductors' assignments	6
Brakemen's assignments	6
	$25 \text{ ) } 25 \times .40 = 10$
Brakemen's pool slots	$3 \text{ ) } 3 + 10 = 13 \text{ on extra board}$

At the beginning of Year 5 and thereafter, occupancy on the combination board will be calculated at a minimum of 25%, providing that 25% of the number of Brakemen used in pool freight service in preceding 10 day periods be used in calculating the number on the combination board.

- (e) The Carrier will determine which trains will be operated conductor-only based on the guidelines of Sections 1, 2, 7, and 8 of this Article.
  - (f) Trains consisting of at least 90% new business added subsequent to the effective date of this agreement which cause an increase in the number of conductors' pool turns will not cause a corresponding increase in brakemen's pool turns.
9. Following the effective date of this Article, should any member(s) of another craft or organization receive payment(s) of any nature dealing with the size of the train and/or size of the ground crew and/or work en route which payment(s) were not provided for prior to the effective date of this Agreement, the member(s) of the ground crew will receive the same payment(s) in addition to all other earnings.

## ARTICLE II Reserve Board

- a. Carrier will establish a reserve board on each prior rights seniority district for employees with a seniority date prior to September 1, 1992.
- b. Absent sufficient voluntary requests for the reserve board from senior employees, the most junior excess brakemen/yardmen will be assigned.
- c. An employee on the Reserve Board shall be paid whichever is the greater of the following options:
  - 1. 70% of the basic yard helper's rate (subject to future wage increases) for five days per week; or,
  - 2. 70% of the employee's W-2 earnings during the calendar year 1988, 1989, 1990, or 1991, less any extraordinary payments such as signing bonuses, lump sums, productivity fund payments, and moving/real estate lump sums.
  - 3. No other payments shall be made to or on behalf of a reserve employee except for payment of premiums under applicable health and welfare plans. No deductions from pay shall be made on behalf of a reserve employee except for deductions of income, employment or payroll taxes (including railroad retirement taxes) pursuant to federal, state or local law, deductions of dues pursuant to an applicable union shop agreement and any other deductions authorized by agreement, as may otherwise be authorized by this rule; and, any other legally required deduction.

NOTE: The phrase "no other payments shall be made to or on behalf of an employee on the Reserve Board...." would not preclude an employee on the Reserve Board from receiving payments on a pending penalty claim. Penalty claim payments due, if any, will be paid in addition to the earnings of a reserve employee.

- d. An employee on a Reserve Board shall remain in that status until:
  - 1. The employee resigns from the Carrier's employment.
  - 2. The employee retires on an annuity (including a disability annuity) under the Railroad Retirement Act.
  - 3. The employee returns to active service by recall, by request, or by bidding.
  
- e. Employees on the Reserve Board will be recalled in reverse seniority order unless a senior employee has filed a request to return to active service and will retain their original seniority date and standing provided they report for duty within fifteen days from (a) date such notice is received as evidenced by return register receipt, or (b) letter is returned unclaimed to employing officer, in which latter event the date as shown on sending party's receipt affixed by Post Office will establish date from which the 15-day period will run. Failure to report for duty within fifteen days from the date of notification will result in automatic forfeiture of seniority.
  - 1. An employee who returns to service within the first three calendar days of the fifteen day recall period will receive Reserve Board pay until the end of the three calendar days (commencing with date of notification), in addition to all other earnings. Otherwise, an employee recalled from a Reserve Board would be entitled to no payment from the time of recall until he returns to service.
  - 2. Reserve employees must maintain the same train service proficiencies while in such status as are required of employees in active train service, including successfully completing any retraining or refresher programs that the Carrier may require and passing any tests or examinations (including physical examinations) administered for purposes of determining whether such proficiencies and abilities have been maintained. In those cases the employee will be compensated under the operating Rule Agreement. Employees will be notified by certified mail of required tests and examinations.

- f. Reserve employees will be considered in active service for the purpose of any agreement respecting brakemen/yardmen's rights to work. Other non-railroad employment while in reserve status is permissible so long as there is no conflict of interest. Other employment, which may be considered a conflict of interest, must receive prior authorization from the Assistant Vice President-Operations. There will be no offset for outside earnings.
- g. An employee observing vacation while in reserve status will receive vacation pay or reserve pay, whichever is greater. Time spent in reserve status will count as time in determining the length of vacation to which an employee, otherwise eligible, is entitled.
- h. Employees are not eligible for Holiday Pay, Personal Leave Days, Bereavement Leave, Jury Pay and all other similar allowances while on the Reserve Board.
- i. Employees on the Reserve Board are covered by Health and Welfare Plans, Union Shop, Dues Check-Off, Discipline Rules and the Grievance Procedures that are applicable to employees in active service.
- J. It is understood the Reserve Board will not operate when all protected employees on the appropriate Seniority Roster on the date of this Agreement are placed on either a Guaranteed Extra Board position or a regular job; however, established reserve board positions will always be preserved, subject to Paragraph 1.
- k. Under this Article II, an eligible employee is defined as an employee holding a regular assignment including unassigned freight service and extra board assignments, or a reserve board position, or who is off in force reduction on September 1, 1992 and who is a "protected" employee under the terms of the basic Crew Consist Agreement. An employee, otherwise eligible, but who was not holding a regular assignment, including unassigned freight service and extra board assignments or a reserve board position, or off in force reduction on September 1, 1992 shall not be considered an eligible employee. Further, no otherwise eligible employee may occupy a reserve board position while suspended, dismissed, or medically disqualified from performing service in the CT&Y craft or class.
  - 1. All reserve boards established hereunder will be in place until August 31, 2007. Thereafter, such reserve boards will be extended to protected employees hereunder only in each case where such an employee is unable through the normal exercise of seniority to secure a position other than a reserve board position.

### ARTICLE III

Exclusively for purposes of applying the terms of "ARTICLE II, PART A" of the "November 1, 1991 (national labor mandate) IMPLEMENTING DOCUMENTS applicable to employees represented by the United Transportation Union" in the case of employees covered by this Memorandum of Agreement, every calendar day such an employee occupies a reserve board position under Article II, shall be deemed the equivalent of six (6) "straight time hours paid for", within the meaning of that phrase in said ARTICLE II, PART A of the (national labor mandate) IMPLEMENTING DOCUMENTS. In this way, time spent on a reserve board by an employee covered by this Memorandum of Agreement shall be credited toward that employee's entitlement to any of the "Cost-of-Living Lump Sum Payments" otherwise provided for by the national labor mandate.

If and only if this Agreement becomes effective by October 1, 1992, this Article will be applied retroactively in connection with the "Cost-of-Living Lump Sum Payment" due on July 1, 1992.

### ARTICLE IV Vacation Float

- (a) Conductors, brakemen and yardmen 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 employee 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. This will permit an employee to possibly take vacation in five separate week increments.
- (b) When the foregoing provisions are utilized, a vacation, and the applicable portions of the so-called "Split Vacation Agreement" will govern.

### ARTICLE V Bereavement Leave

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

Note: In connection with the above, death of a half-brother, half-sister, stepbrother, stepsister, stepparents, or stepchildren would entitle an employee to bereavement leave. This rule is also

applicable to a family relationship through the legal adoption process.

- (b) In such cases, three minimum days' pay at the rate of the last service rendered will be allowed for the three days following date of death provided an employee is off on those days. An employee 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 employee's vacation. Also, if an employee qualifies for holiday pay on a holiday which occurs on a day the employee also qualifies for bereavement leave pay, he would only be entitled to one basic day's pay for that day.

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

#### ARTICLE VI Guarantee Offsets

- (a) No yardman's guarantee will be offset by earnings in another grade of service. (e.g. extra yardman used as a brakeman yardman's guarantee is not offset by earnings received when used as a brakeman in emergency).
- (b) The guarantee for an occupant of a combination conductors7brakemen's extra board established under Article I of the Agreement will not be offset by any earnings the employee may have for service as a Santa Fe yardman or engineer.

#### ARTICLE VII Special Through Freight Car Scale Additive

Each road freight conductor and brakeman who works in unassigned pool freight service and in assigned through freight service (including extra crew members used for Hours of Service Law relief) will be paid a special car scale additive as follows:

\$15.00 will be paid to an employee for every trip he works as a conductor in the service described above, and \$7.00 will be paid to an employee for every trip he works as a brakeman in the service described above. This allowance shall be paid in addition to the existing car scale additive.

#### ARTICLE VIII Guaranteed Extra Boards

Article III of the Crew Consist Modification Agreement between the parties effective December 4, 1990 and signed December 3, 1990 is amended by addition of the following:

- c. The yardmen's guaranteed extra board will be regulated as provided for in the Yard Schedule, except as amended below:
  4. Each day of guarantee shall be at the engine foreman's rate.
  5. The 5 Day Guarantee will be reduced by 1/7th for each day or portion thereof the employee is unavailable for service.
  6. Employees declaring for the yard board and marking up on the yardmen's extra board, other than on Friday will be paid a guarantee equivalent to 1/7 of the weekly guarantee for each day they are available on the extra board. Employees added to or reduced from the extra board will be paid a 1/7th guarantee for the day added to or reduced from the extra board.
  7. Employee assigned to the yardmen's extra board who lays off more than twice in the same work week forfeits the guarantee for that week, and will only receive pay for the work performed during that work week. An employee assigned to the yardmen's guaranteed extra board who lays off one day would have his guarantee reduced by 1/7; if the employee lays off two days then guarantee would be reduced by an additional 1/7.

## ARTICLE IX

### Supplemental Benefit Creation and Productivity Fund Elimination

1. As soon as this Agreement becomes effective, all obligations of the Carrier otherwise postdating the effective date of this Agreement to make any payments under any circumstances into the Productivity Accounts (Funds) originally established under the May, 1981 crew consist agreement, shall cease. However, at that moment, such Accounts and any monies then in them or due up to that time shall remain in place and continue to accrue interest in the usual manner until December, 1992, at which time such monies and interest will be distributed to employees represented by the UTU General Committee signatory hereto in the manner specified in Article 19 of the May, 1981 crew consist agreement. Upon such final distribution, all such Productivity Accounts and all of the Carrier's obligations related to them shall be closed, eliminated and extinguished.
2. Upon the effective date of this Agreement, the accumulation of employee shares in the Productivity Accounts otherwise provided for by the May, 1981 Crew Consist agreement shall cease. Thus, prior to October 31, 1992, the General Chairman shall furnish to the Carrier a statement detailing credits due up to the effective date of this Agreement to all part-time union officers of the General Committee signatory hereto.
3. In exchange for the complete elimination of the Productivity Accounts (Funds) and related Carrier obligations, as provided for above in this Article IX, the Carrier shall establish for each covered employee, as defined in this Article IX, a



Supplemental Benefit as described and to be administered in the manner set forth below in this Article IX.

- a. For purposes of this Article IX, a "Covered" employee shall be any employee who on the earlier of July 6, 1992 or the date this Agreement is ratified, holds seniority in a portion of the craft or class presently represented by the UTU General Committee signatory hereto and on that date is eligible and able to mark up for service in this craft or class, or who on that date occupies a position on a reserve board established under any agreement then in effect between the Carrier and the UTU General Committee signatory to this Agreement, and in either case who has not been anytime since June 1, 1992 employed by another railroad or regularly occupying an exempt position with this Carrier. Further any employee holding seniority in a portion on the craft or class presently represented by the UTU General Committee signatory hereto on the earlier of July 6, 1992 or the date this Agreement is ratified who is then ineligible or unable to mark up for service on such date solely because he is on a disciplinary suspension from service in the craft or class, on a medical leave of absence from the craft or class, or dismissed from service in the craft or class, and in any such case who has not been employed by another railroad or regularly occupying an exempt position with this Carrier anytime since June 1, 1992, shall become a "covered" employee within the meaning of this Article IX under the following circumstances:
  - (1) If the employee was ineligible or unable to mark up on the key date solely due to suspension or medical leave of absence, he shall become "covered" by subsequently being eligible and able to mark up (including gaining clearance to mark up from Santa Fe's Medical Director in the case of an employee on medical leave) prior to August 15, 1996.
  - (2) If the employee was ineligible to mark up on the key date solely due to dismissal, he shall become "covered" by subsequently being reinstated to service in this craft or class with seniority, and all other rights as an employee restored, and by otherwise being eligible and able to mark up, all prior to August 15, 1996.
- b. The Carrier shall pay to each "covered" employee as defined in this Article IX, a cash lump sum of \$10,000 (gross) no later than October 31, 1992, unless such employee becomes "covered" as defined in this Article IX after October 1, 1992, in which case he shall be paid within thirty days of achieving such status.
- c. In addition to paying the lump sum under paragraph 3.b of this Article IX, the Carrier shall establish for each "covered" employee as defined in this

Article IX, a Supplemental Retirement Benefit ("SRB") to be paid and otherwise administered as follows:

- (1) The SRB will be paid to each covered employee upon the earlier of (a) the termination of his employment with the carrier anytime after October 1, 1992, (b) his retirement from service with the Carrier, or (c) his death.
- (2) The amount of the SRB will be \$65,000. The SRB shall be increased with respect to each covered employee by an annual compounded percentage for each full fiscal year ending August 31 in the "Measurement Period" which begins on September 1, 1992 and ends on the August 31 prior to the earlier of (a) the date on which the covered employee has a termination of employment with this Carrier or (b) the date on which the plan provided for below is terminated. The percentage shall equal 3.5 percent, plus .5 percent for every full percentage by which the arithmetic average of the annual inflation rates, as measured by the CPI-W index issued by the Bureau of Labor Statistics, for each fiscal year ending June 30 during the Measurement Period, exceeds 6 percent. For purposes of paragraph 3.c (2) of this Article IX, the annual inflation rate for any fiscal year ending on or after June 30, 1993 shall be deemed to equal the net positive difference, if any, of (i) the CPI-W index for June of such fiscal year divided by the CPI-W index for June of the immediately preceding fiscal year, (ii) minus 100 percent.
- (3) No more than ninety days after the effective date of this Agreement, the Carrier shall establish, subject to all necessary IRS, governmental and legal approvals, a pension plan(s) and irrevocable defined benefit pension trust. Such trust shall qualify under Section 401(a) of the Internal Revenue Code for tax exempt status under Section 501(a) of the Internal Revenue Code. The benefits to be paid from this trust shall be subject to Title IV of the Employee Retirement Income Security Act of 1974 ("ERISA") and shall be protected by the Pension Benefit Guaranty Corporation as permitted by law. Each SRB will be paid from the trust as legally permitted and the Carrier will in its discretion pay any remaining SRB monies due an employee under this Article IX directly from the Carrier's own funds. The trust funding shall comply with the requirements of Title I of ERISA. In the event

that all legal approvals cannot be obtained, the Carrier and General chairman shall establish such alternative arrangements to provide the benefits set forth in paragraph 3.c(2) of this Article IX.

- (4) The parties intend that no covered employee will be subject to federal income taxation on the SRB until the benefit is actually paid. By joint concurrence the parties may amend or modify this Agreement or the trust, or take other necessary action, including payment of benefits prior to retirement, death or termination, to maintain compliance with ERISA and income tax requirements or to convert the trust to a qualified benefit plan.
- (5) Unless modified or amended by the parties as provided for above, this Article IX shall remain in effect from the effective date of this Agreement until the date that all claims for Supplemental Retirement Benefits have been satisfied.

#### ARTICLE X

##### Inapplicability of National Crew Consist Resolution

The parties hereby agree that any provisions in the national labor mandate effective July 29, 1991 between the National Carriers, Conference Committee and United Transportation Union (CT&Y) , i.e., the recommendations of Presidential Emergency Board No. 219 as made binding by House Joint Resolution 222, Public Law 102-29, which specifically provide for a crew consist resolution or which establish a procedure through which a carrier may pursue crew consist modification, do not apply in the case of employees represented by any UTU General Committee signatory to this Agreement.

#### ARTICLE XI

##### Saving Clause

To the extent any provision in the May, 1981 crew consist agreement, in the December, 1990 crew consist agreement, or in any other already executed agreement between the parties signatory hereto, is not amended by and not inconsistent with any provision of this Agreement, and is not otherwise altered, such provision shall remain in full force and effect.

ARTICLE XII  
Moratorium

The moratorium provision contained in Article 24 of the May 19, 1981 crew consist agreement remains in effect, and the terms of that moratorium provision shall also be applicable to the same extent in connection with the portion of this Memorandum of Agreement which specifically sets forth the conditions and restrictions which govern conductor-only service performed by employees covered by this Agreement, and to such portion of this Agreement which establishes reserve board entitlements on behalf of employees covered by this Agreement. This does not prevent the parties from making changes in any agreement by mutual consent.

This Agreement will become effective at 12:01 a.m. on the *1st* day of *October*, 1992.

Signed this *28th* day of September, 1992.

FOR THE ORGANIZATION:

J. G. Bailey  
General Chairman, United  
Transportation Union (CT&Y)

FOR THE CARRIER:

R. E. Haabera  
Vice President-Transportation

APPROVED:

L. W. Swert  
Assistant President, United  
Transportation Union

P. C. Thompson  
Vice President, United  
Transportation Union

The Atchison, Topeka and Santa Fe Railway Company  
1700 East Golf Road  
Schaumburg, Illinois 60173-5860

August 24, 1992

Mr. J. G. Bailey  
General Chairman  
United Transportation Union (CT&Y)  
8100 Marty, Suite 100  
Overland Park, KS 66204

SIDE LETTER NO. 1

Dear Sir:

This confirms our understanding in connection with the Memorandum of Agreement between the parties dated September 28, 1992, concerning various agreement rules.

We discussed several items in the Memorandum of Agreement which we agreed needed further clarification. Those items are:

1. Article I. Conductor-only.

In order to ensure a smooth implementation of conductor-only service, the brakemen's freight pools, brakemen's guaranteed extra board and conductor's extra board will be abolished and the new combination conductor's/brakemen's extra board will be established.

Bids will be received for the new combination extra board and conductors' pool turns, as well as any new locals or road switchers. For the initial implementation, the 30-day requirement for employees staying on the reserve board will be waived so that they may bid on these new positions.

All employees who bid should list their bids in order of first choice, second choice, etc. Employees who fail to bid for an assignment, pool or extra board in this initial implementation may not displace thereon.

Employees will be placed on the combination board at implementation by tie-up time of their last service.

2. The requirement that an employee laying off must be off a minimum number of hours is eliminated.

If the foregoing correctly sets forth our understanding in this regard, please so indicate by signing in the space provided below.

Very truly yours,  
*R. E. Hagberg*  
Russell E. Hagberg  
Vice President - Transportation

*J. G. Bailey*  
General Chairman  
United Transportation Union (CT&Y)

The Atchison, Topeka and Santa Fe Railway Company  
1700 East Golf Road  
Schaumburg, Illinois 60173-5860

August 24, 1992

Mr. J. G. Bailey  
General Chairman  
United Transportation Union (CT&Y)  
8100 Marty, Suite 100  
Overland Park, KS 66204

SIDE LETTER NO. 2

Dear Sir:

This confirms our understanding in connection with the Memorandum of Agreement between the parties dated September 28, 1992, concerning various agreement rules.

It is not my intention to abolish yard assignments as a result of provisions in this Agreement, and while no requirement exists for abolishing yard assignments, I am agreeable to putting a procedure in place to allay your concern.

Accordingly, the last yard crew assignment in a yard, or on a shift where more than one yard assignment is employed, may be discontinued if a joint study indicates that the average time consumed in switching is less than three hours within a spread of ten hours for five consecutive working days. The ten hours referred to will begin concurrently with the starting time of the particular yard crew assignment. In computing the time engaged in switching only the time consumed by the yard engine the carrier seeks to discontinue will be considered.

The studies referred to above will be initiated by the carrier giving ten (10) days' written notice of the proposed discontinuance to the UTU-Y local chairman involved. The carrier's written notice will indicate the date on which the study will begin. The local chairman involved shall advise the carrier of the name of his representative for the purpose of the study, but if such representatives are not so named, or fail to participate, the study may be conducted by the carrier. In either event, the result of the study shall be binding.

If the foregoing accurately outlines our understanding in this regard, please so indicate by signing in the space provided below.

Very truly yours,  
*R. E. Hagberg*  
Russell E. Hagberg  
Vice President - Transportation

J. G. Bailey  
General Chairman  
United Transportation Union (CT&Y)

The Atchison, Topeka and Santa Fe Railway Company  
1700 East Golf Road  
Schaumburg, Illinois 60173-5860

August 24, 1992

Mr. J. G. Bailey  
General Chairman  
United Transportation Union (CT&Y)  
8100 Marty, Suite 100  
Overland Park, KS 66204

SIDE LETTER NO. 3

Dear Sir:

This confirms our understanding in connection with the Memorandum of Agreement between the parties dated September 28, 1992, concerning various agreement rules.

An employee who lost base earnings in the craft because he performed official UTU business specifically on behalf of his craft or class on the Santa Fe, does not later suffer a reduction in the pay he receives for occupying a reserve board position as a result of the lower base earnings. Therefore, an employee in the relevant craft or class who performed official service in the capacity of an elected member of your general committee, i.e., as a general or local chairman, or as an elected officer of the UTU, during the base earnings year he selects under Article II.c.2 of the new Agreement, shall have the salary or wages he received from the UTU for time lost due to that official UTU service, treated the same as the employee's "earnings" from Santa Fe for purposes of Article II.c.2, provided that at the time he performed such official UTU service, he was not also occupying a reserve board position.

If the foregoing correctly sets forth our understanding in this regard, please so indicate by signing in the space provided below.

Very truly yours,  
*R. E. Hagberg*  
Russell E. Hagberg  
Vice President - Transportation

J. G. Bailey  
General Chairman  
United Transportation Union (CT&Y)



The Atchison, Topeka and Santa Fe Railway Company

---

1700 East Golf Road  
Schaumburg, Illinois 60173-5860

August 24, 1992

Mr. J. G. Bailey  
General Chairman  
United Transportation Union (CT&Y)  
8100 Marty, Suite 100  
Overland Park, KS 66204

SIDE LETTER NO. 4

Dear Sir:

This confirms our understanding in connection with the Memorandum of Agreement between the parties dated September 28, 1992, concerning various agreement rules.

Train and yard service employees may exercise their seniority between yard service and conductors' positions by bidding or bumping., Yard service employees may make written application for chain gang service, the combination road extra board or any other conductors' extra board, and these applications will be honored when increases are made. Conductors may make written application for a yard extra board and this application will be honored when increases are made.

An employee having displacement rights may exercise his seniority in either yard service or on a conductor's position in the same manner as is now done between the yardmen and brakemen. However, an employee force assigned as a conductor may not bid to a yard vacancy. Likewise, an employee force assigned to a yard assignment may not bid in a conductor's vacancy.

The Carrier shall not force assign an employee working in the yard to a conductor's vacancy nor shall a conductor be force assigned to a yard vacancy.

Very truly yours,  
*R. E. Hagberg*  
Russell E. Hagberg  
Vice President - Transportation

J. G. Bailey  
General Chairman  
United Transportation Union (CT&Y)

The Atchison, Topeka and Santa Fe Railway Company  
1700 East Golf Road  
Schaumburg, Illinois 60173-5860

August 24, 1992

Mr. J. G. Bailey  
General Chairman  
United Transportation Union (CT&Y)  
8100 Marty, Suite 100  
Overland Park, KS 66204

SIDE LETTER NO. 5

Dear Sir:

This confirms our understanding in connection with the Memorandum of Agreement between the parties dated September 28, 1992, concerning various agreement rules.

An employee who lost time in 1988, 1989, 1990 or 1991 due to union business or an on-duty injury may elect to have his earnings for 1988, 1989, 1990 or 1991 computed by using the average applicable earnings of the employee immediately above and immediately below him on the brakemen's roster.

In addition, it is further understood that an employee who was in a suspended/dismissed status during 1988, 1989, 1990 or 1991 and who is subsequently awarded pay for time lost shall have his test period earnings adjusted to reflect the award of pay for time lost applicable to 1988, 1989, 1990 or 1991.

If the foregoing correctly sets forth our understanding in this regard, please so indicate by signing in the space provided below.

Very truly yours,  
*R. E. Hagberg*  
Russell E. Hagberg  
Vice President - Transportation

J. G. Bailey  
General Chairman  
United Transportation Union (CT&Y)

The Atchison, Topeka and Santa Fe Railway Company

1700 East Golf Road  
Schaumburg, Illinois 60173-5860

August 24, 1992

Mr. J. G. Bailey  
General Chairman  
United Transportation Union (CT&Y)  
8100 Marty, Suite 100  
Overland Park, KS 66204

SIDE LETTER NO. 6

Dear Sir:

This confirms our understanding in connection with the Memorandum of Agreement between the parties dated September 28, 1992, concerning various agreement rules.

In the event of a severe decline in business on this Carrier (one resulting in more employees in active service and occupying any reserve board than would be in active service on the corresponding seniority district if full three-person crews were still in place there), the parties shall meet to negotiate in good faith a solution to the Carrier's problem. If the parties are unable to reach agreement on the solution within ninety days, then they shall commit the matter to final and binding arbitration under the Railway Labor Act.

Also, nothing in this Memorandum of Agreement or any other agreement is intended to keep a reserve board in place, if the relevant seniority district has been entirely eliminated and the corresponding segment of railroad has been entirely divested by the Carrier through line sale, abandonment or otherwise.

If the foregoing correctly sets forth our understanding in this regard, Please so indicate by signing in the space provided below.

Very truly yours,  
*R. E. Hagberg*  
Russell E. Hagberg  
Vice President - Transportation

J. G. Bailey  
General Chairman  
United Transportation Union (CT&Y)

The Atchison, Topeka and Santa Fe Railway Company  
1700 East Golf Road  
Schaumburg, Illinois 60173-5860

August 24, 1992

Mr. J. G. Bailey  
General Chairman  
United Transportation Union (CT&Y)  
8100 Marty, Suite 100  
Overland Park, KS 66204

SIDE LETTER NO. 7

Dear Sir:

This confirms our understanding in connection with the Memorandum of Agreement between the parties dated September 28, 1992, concerning various agreement rules.

This Agreement and others before it provide for so-called reserve boards which employees rendered surplus by existing crew consist rules may occupy. These agreement provisions are also subject to the moratorium established by this Memorandum of Agreement and by others before it.

In an effort to guarantee the future vitality of this moratorium, Santa Fe hereby commits that should any future legislated or otherwise imposed dispute settlement between the parties, whether local or national in scope, abrogate or otherwise diminish in any way the rights of employees under existing reserve board provisions, Santa Fe shall then automatically be required to reestablish enough brakemen's positions on trains or assignments on the pertinent seniority districts to ensure that no employee shall be furloughed or otherwise adversely affected due to the erosion of employee rights established by existing reserve board provisions.

The only alternative to this result may be that Santa Fe fully honors existing reserve board provisions despite the imposed settlement to the contrary, in which case Santa Fe shall not be required to reestablish brakemen's positions as set forth above.

Nothing in this Side Letter No. 7 shall prevent the parties from making any change in existing reserve board provisions by mutual agreement.

If the foregoing correctly sets forth our understanding in this regard, please so indicate by signing in the space provided below.

Very truly yours,  
*R. E. Hagberg*  
Russell E. Hagberg  
Vice President - Transportation

J. G. Bailey  
General Chairman  
United Transportation Union (CT&Y)

The Atchison, Topeka and Santa Fe Railway Company  
1700 East Golf Road  
Schaumburg, Illinois 60173-5860

August 24, 1992

Mr. J. G. Bailey  
General Chairman  
United Transportation Union (CT&Y)  
8100 Marty, Suite 100  
Overland Park, KS 66204

SIDE LETTER NO. 8

Dear Sir:

This has reference to the Memorandum of Agreement between the parties dated September 28, 1992, concerning various agreement rules.

In connection with the application of Article IX.3.a in the Agreement, the following will govern. Any employee holding seniority in a portion of the Santa Fe CT&Y craft or class presently represented by your General Committee on the earlier of July 6, 1992 or the date this Agreement is ratified, who is ineligible or unable to mark up for service in the CT&Y craft on such date solely because he was then in engineer training or working in engine service on the Santa Fe, shall become a "covered" employee within the meaning of Article IX under the circumstances set forth in the following sentence. He shall become "covered" by permissibly and actually marking up for service in the portion of the Santa Fe CT&Y craft or class presently represented by your General Committee anytime within (but no later than) the first 120 days following the earlier of July 6, 1992 or the date this Agreement is ratified, or if he was in engineer training on the key date, anytime within (but no later than) the first 120 days following the date he completes such training.

If the foregoing accurately outlines our understanding in this regard, please so indicate by signing in the space provided below.

Very truly yours,  
*R. E. Hagberg*  
Russell E. Hagberg  
Vice President - Transportation

J. G. Bailey  
General Chairman  
United Transportation Union (CT&Y)

The Atchison, Topeka and Santa Fe Railway Company

---

1700 East Golf Road  
Schaumburg, Illinois 60173-5860

August 24, 1992

Mr. J. G. Bailey  
General Chairman  
United Transportation Union (CT&Y)  
8100 Marty, Suite 100  
Overland Park, KS 66204

SIDE LETTER NO. 9

Dear Sir:

This has reference to the Memorandum of Agreement between the parties dated September 28, 1992, concerning various agreement rules.

The following describes an example of how we would apply Article IX.3.c(2) in a case where the annual rate of inflation exceeds 6% for a several year period:

Assume a covered employee retires February 1, 1996 and the average inflation rate was 8% in 1993, 10% in 1994 and 6% in 1995, for an average of 8% over these three years. The employee would then be entitled to an additional 1% each year, i.e., 50% of the difference between 8% and 6%. The 3.5% adjustment factor would thus be increased to 4.5% for each of the three years and the \$65,000 would amount to \$74,176 in 1996, instead of \$72,067 based on a 3.5% factor.

If the foregoing accurately outlines our understanding in this regard, please so indicate by signing in the space provided below.

Very truly yours,  
*R. E. Hagberg*  
Russell E. Hagberg  
Vice President - Transportation

J. G. Bailey  
General Chairman  
United Transportation Union (CT&Y)

The Atchison, Topeka and Santa Fe Railway Company

---

1700 East Golf Road  
Schaumburg, Illinois 60173-5860

August 24, 1992

Mr. J. G. Bailey  
General Chairman  
United Transportation Union (CT&Y)  
8100 Marty, Suite 100  
Overland Park, KS 66204

SIDE LETTER NO. 10

Dear Sir:

This has reference to the Memorandum of Agreement between the parties dated September 28, 1992, concerning various agreement rules.

As I have explained to you, Santa Fe is committed to its Quality process through which all employees learn to focus on meeting the needs of our internal and external customers and constantly striving toward improving the quality of the service we provide. And significantly, this commitment must be shared by everyone in our company.

Toward that end, we have agreed that Santa Fe can require all trainmen and yardmen to attend quality training sessions. Local supervision on each territory will schedule trainmen and yardmen to attend quality training sessions. When pool freight or extra board trainmen and yardmen attend quality training, they will not have their turns removed from the board. Upon completion of the class, the employee will be returned to the board, and after the required rest, he or she will be eligible to be called for service. If the turn works up to first-out, the turn will be held until the employee has completed training and has received the required rest. Additionally, this side letter contemplates that "all trainmen and yardmen" includes trainmen and yardmen in reserve status, and when trainmen or yardmen in reserve status are required to attend quality sessions, they will not receive any compensation above and beyond reserve pay.

The allowance for attending, quality training sessions will be the allowance for attending operating rules classes (one basic day), which is subject to subsequent wage increases, if there is no time lost, and the allowance for quality training will not be used to offset any guarantee earned while occupying a guaranteed extra board.

While employees will not be disciplined for failure to attend quality training sessions, they will be handled in the following manner if they are required to attend and chose not to attend:

Unassigned Service - The employee will be moved to the bottom of the pool.

Assigned Service - The employee will not be allowed to work the next trip.

Extra Boards - The employee will retain his position on the extra board, but he will not be allowed any guarantee for that day.

Employees required to attend quality training sessions at other than their terminal of assignment, which requires deadheading, will be paid the applicable deadhead rate in addition to the rules class allowance. Employees who are required to drive to attend quality training sessions will also be allowed the standard mileage allowance, and if necessary, the carrier will provide lodging.

This side letter will be effective through December 31, 1992. After that date, it will remain in effect unless either party serves thirty days written notice on the other party of their desire to cancel this Side Letter.

If the foregoing accurately outlines our agreement in this regard, please so indicate by signing in the space provided below.

Very truly yours,  
*R. E. Hagberg*  
Russell E. Hagberg  
Vice President - Transportation

J. G. Bailey  
General Chairman  
United Transportation Union (CT&Y)



The Atchison, Topeka and Santa Fe Railway Company  
1700 East Golf Road  
Schaumburg, Illinois 60173-5860

August 24, 1992

Mr. J. G. Bailey  
General Chairman  
United Transportation Union (CT&Y)  
8100 Marty, Suite 100  
Overland Park, KS 66204

SIDE LETTER NO. 11

Dear Sir:

This confirms our understanding in connection with the Memorandum of Agreement between the parties dated September 28, 1992, concerning various agreement rules.

In view of the changes made by this Agreement in the existing crew consist agreements, the following will apply to ground service employees (CT&Y) represented by your General Committee who transfer to engine service:

Ground service employees who have transferred or transfer to engine service will not continue to accumulate ground service seniority unless they satisfy the following condition. Full dues to the United Transportation Union will be required of such employees in order for them to continue accumulating ground service seniority.

The Carrier is required to advise the UTU General Chairman (currently Mr. J. G. Bailey) in writing, when ground service employees are transferred to engine service.

Ground service employees failing to pay full monthly dues to the UTU after transferring to engine service, will not thereafter accumulate any additional conductor, brakeman or yardman seniority, and thus will fall on any relevant conductor's, trainmen's or yardmen's roster below persons who do continue to accumulate such seniority.

If the foregoing correctly sets forth our understanding in this regard, please so indicate by signing in the space provided below.

Very truly yours,

*R. E. Hagberg*  
Russell E. Hagberg  
Vice President -

Transportation

J. G. Bailey  
General Chairman  
United Transportation Union (CT&Y)

The Atchison, Topeka and Santa Fe Railway Company  
1700 East Golf Road  
Schaumburg, Illinois 60173-5860

August 24, 1992

Mr. J. G. Bailey  
General Chairman  
United Transportation Union (CT&Y)  
8100 Marty, Suite 100  
Overland Park, KS 66204

SIDE LETTER NO. 12

Dear Sir:

This concerns Memorandum of Agreement between the parties dated September 28, 1992, concerning various agreement rules.

The parties recognize the importance of keeping Santa Fe Railway a strong competitor in the marketplace. This Memorandum of Agreement is a cooperative step towards that goal. In order to ensure a smooth implementation of the Agreement, the parties agree to meet with the local chairmen approximately 90 days after implementation to discuss any problems which may have developed. The same basic provisions of the letter dated July 6, 1992 will apply in connection with that meeting.

If the foregoing correctly sets forth our understanding in this regard, please so indicate by signing in the space provided below.

Very truly yours,  
*R. E. Hagberg*  
Russell E. Hagberg  
Vice President-

Transportation

J. G. Bailey  
General Chairman  
United Transportation Union (CT&Y)

The Atchison, Topeka and Santa Fe Railway Company  
1700 East Golf Road  
Schaumburg, Illinois 60173-5860

August 24, 1992

Mr. J. G. Bailey  
General Chairman  
United Transportation Union (CT&Y)  
8100 Marty, Suite 100  
Overland Park, KS 66204

SIDE LETTER NO. 13

Dear Sir:

This confirms our understanding in connection with the Memorandum of Agreement between the parties dated September 28, 1992, concerning various agreement rules.

Santa Fe's Chicago Terminal Division seniority district employees represented by your General Committee have had their own separate "Productivity Account" (Fund); you have informed me that these employees may want to retain their Productivity Account. Therefore, Chicago Terminal Division seniority district employees will be given the option to keep their Productivity Account intact; this option will be administered as follows.

You will canvass or otherwise conduct a vote of the Chicago Terminal Division seniority district employees and promptly inform me in writing of whether or not they have elected to retain their Productivity Account. Then, if you so inform me that the Chicago Terminal Division seniority district employees have elected not to retain their Productivity Account, Article IX will apply in their case in all respects.

If, on the other hand, you inform me that Chicago Terminal Division seniority district employees have elected to retain their Productivity Account, Article IX will not apply in their case in any respect. Instead, each Chicago Terminal Division seniority district employee who would have been "covered" under Article IX if such Article had applied in his case will be entitled to a \$2,000.00 (gross) cash lump sum payable within thirty days of the time he would have become "covered" under Article IX if such Article had applied in his case.

Further, if and only if you inform me in the manner set forth above that Chicago Terminal Division seniority district employees have elected to retain their Productivity Account, all agreement terms which governed Productivity Account obligations, entitlements and administration immediately prior to the effective date of this Agreement shall remain in place exclusively in the case of Chicago Terminal Division seniority district yard engine service trips and the employees who work those trips; except that no agreement term shall require the Carrier to make a Productivity Account payment based on a Chicago Terminal Division seniority district yard engine service trip worked by any ground service crew member who did not originally acquire his CT&Y craft seniority in

the Chicago Terminal Division seniority district, or who actually was a "covered" employee under Article IX.

If the foregoing correctly sets forth our understanding in this regard, please so indicate by signing in the space provided below.

Very truly yours,  
*R. E. Hagberg*  
Russell E. Hagberg  
Vice President-Transportation

*J. G. Bailey*  
General Chairman  
United Transportation Union (CT&Y)

The Atchison, Topeka and Santa Fe Railway Company  
1700 East Golf Road  
Schaumburg, Illinois 60173-5860

August 24, 1992

Mr. J. G. Bailey  
General Chairman  
United Transportation Union (CT&Y)  
8100 Marty, Suite 100  
Overland Park, KS 66204

SIDE LETTER NO. 14

Dear Sir:

This confirms our understanding in connection with the Memorandum of Agreement between the parties dated September 28, 1992, concerning various agreement rules.

When establishing a position on the combination conductors'/brakemen's extra board provided for by Article I of the Agreement, an employee will use his existing conductor's promotion date. If the employee has not yet obtained a conductor's seniority date, the following will govern in this context:

1. If the employee has never taken the promotion test because he had insufficient time in road service to do so, he will be placed on the combination board where he would have been if he had passed promotion in normal sequence, until he actually takes the promotion exam. Then, if he passes, he will maintain the same position on the board. If he fails, he will be placed on the board following the youngest promoted employee on the seniority district.
2. Restricted employees (those without road seniority due to promotion failure) will establish conductors' and brakemen's seniority when they pass the exam, following anyone who previously established such seniority on the relevant districts.
3. All employees who have not taken the promotion exam or who are restricted to the yards will be required to sit for conductors' promotion the first time it is offered in their respective home terminals, in order to obtain their true conductors' dates.

Nothing in this side letter applies to the establishment of brakemen's positions on the combination extra boards.

If the foregoing correctly sets forth our understanding in this regard, please so indicate by signing in the space provided below.

Very truly yours,  
*R. E. Hagberg*  
Russell E. Hagberg  
Vice President-

Transportation  
J. G. Bailey  
General Chairman  
United Transportation Union (CT&Y)

The Atchison, Topeka and Santa Fe Railway Company  
1700 East Golf Road  
Schaumburg, Illinois 60173-5860

August 24, 1992

Mr. J. G. Bailey  
General Chairman  
United Transportation Union (CT&Y)  
8100 Marty, Suite 100  
Overland Park, KS 66204

SIDE LETTER NO. 15

Dear Sir:

This confirms our understanding in connection with the Memorandum of Agreement between the parties dated September 28, 1992, concerning various agreement rules.

For purposes of determining an employee's entitlement to vacation under agreement, his anniversary date will be January 1 of the year in which he was first employed in the CT&Y craft. For example, an employee with a July 15, 1963, employment date will have an anniversary date for vacation purposes of January 1, 1963.

If the foregoing correctly sets forth our understanding in this regard, please so indicate by signing in the space provided below.

Very truly yours,  
*R. E. Hagberg*  
Russell E. Hagberg  
Vice President-Transportation

J. G. Bailey  
General Chairman  
United Transportation Union (CT&Y)

The Atchison, Topeka and Santa Fe Railway Company  
1700 East Golf Road  
Schaumburg, Illinois 60173-5860

August 24, 1992

Mr. J. G. Bailey  
General Chairman  
United Transportation Union (CT&Y)  
8100 Marty, Suite 100  
Overland Park, KS 66204

SIDE LETTER NO. 16

Dear Sir:

This confirms our understanding in connection with the Memorandum of Agreement between the parties dated September 28, 1992, concerning various agreement rules.

If the Agreement is ratified, the entitlement to a Supplemental Retirement Benefit ("SRB") then granted to each "covered" employee by Article IX, paragraph 3.c of the Agreement, becomes a completely vested entitlement which may not ever be reduced or otherwise threatened through future negotiations or any other action of the parties to the Agreement, whether acting together or alone.

If the foregoing correctly sets forth our understanding in this regard, please so indicate by signing in the space provided below.

Very truly yours,  
*John J. Fleps*  
John J. Fleps  
Assistant Vice President  
Labor Relations

J. G. Bailey  
General Chairman  
United Transportation Union (CT&Y)

The Atchison, Topeka and Santa Fe Railway Company  
1700 East Golf Road  
Schaumburg, Illinois 60173-5860

August 24, 1992

Mr. J. G. Bailey  
General Chairman  
United Transportation Union (CT&Y)  
8100 Marty, Suite 100  
Overland Park, KS 66204

SIDE LETTER NO. 17

Dear Sir:

This confirms our understanding in connection with the Memorandum of Agreement between the parties dated September 28, 1992, concerning various agreement rules.

Road and yard extra boards will be manned at levels called for by agreement rules, and the number of employees placed on any such board will not be raised above that called for by agreement rules without the concurrence of the relevant local chairman.

If the foregoing correctly sets forth our understanding in this regard, please so indicate by signing in the space provided below.

Very truly yours,  
*R. E. Hagberg*  
Russell E. Hagberg  
Vice President-Transportation

J. G. Bailey  
General Chairman  
United Transportation Union (CT&Y)



## Questions and Answers

1. Q. What is the definition of "Switching"?  
A. Switching would be any move performed other than a straight set-out or straight pickup; handling power at initial or final terminal; set-out bad orders.
2. Q. Is re-blocking or re-arranging train considered as switching?  
A. YES, except when it is necessary to reposition a car which requires particular placement because of Bureau of Explosives, ICC or other Government regulation.  
  
Example: Conductor-Only originating at Sweetwater, Texas is required to re-block his train to comply with Central Region Bulletin, would this be considered switching?  
  
The Agreed to answer is: YES
3. Q. Do cars picked up have to be first-out in track?  
A. **YES**
4. Q. Would a double-over be counted the same as a set-out or a pick-up?  
A. **YES**
5. Q. Is it permissible for Conductor-only's to set-out or pick-up while holding on to cars?  
A. **YES**
6. Q. Is it permissible for Conductor-only's to handle his own power to and from ready track, and be allowed to assemble, disassemble or rearrange only his own consist at the initial and/or final terminal?  
A. **YES**

7. Q. Is any set-out or pick-up of locomotive consist (unit(s)) enroute counted as a set-out or pick-up under Article I Section 2?
- A. **YES**
8. Q. Would engines to be picked up by Conductor-only's while enroute have to be first out in the track?
- A. **YES**
9. At the initial terminal and no yard engines on duty:
- Q. How many pick-ups or set-outs can Conductor-only's perform?
- A. Maximum total of 3. However, any additional pickups or set-outs during the remaining tour of duty would not be permissible, as in this question all 3 were made at the initial terminal.
- Q. If 1 pick-up was made at initial terminal, how many more pick-ups would be permissible?
- A. 2 additional pick-ups would be permissible; or the combination of 1 pick-up or 1 set-out; if no more pick-ups were required, 2 set-outs would be permissible. Under no conditions could the combination ever exceed a total of 3 without triggering payment provided for, per Article I, Section 6.
10. At the final terminal and no yard engines on duty:
- Q. How many set-outs or pick-ups would be permissible?
- A. Total of 3 per tour of duty. If no set-outs or pick-ups had been performed then 3 would be the maximum total that would be permissible. If 2 had previously been performed during the tour of duty then the answer to this Question would be 1. Under no conditions could the combination ever exceed a total of 3 without triggering payment provided for, per Article I, Section 6.

11. At the initial terminal and switch engine on duty:
- Q. What would be the maximum number of set-outs or pick-ups permissible?
- A. One.
12. At the final terminal and switch engine on duty:
- Q. What would be the maximum number of set-outs or pick-ups permissible?
- A. Maximum could never be more than 1. If Conductor-only's had made no set-outs or pick-ups previously during the tour of duty or if Conductor-only had made only 2 pick-ups or set-outs prior to arriving final terminal, then the maximum of 1 set-out; or 1 pick-up would be permissible at the final terminal.
- If the Conductor-only had made no previous pickups or set-outs prior to arriving at the final terminal, the answer would still be "maximum of 1."
13. Can a doubleover be made when making a set out at the final terminal?
- A. Yes, but the minimum number of tracks must be utilized and all tracks doubled to must be in the same yard within the final terminal. It will count as one setout. Failure to utilize the minimum number of tracks will trigger the payment provided in Article I, Section 6.
- Example: A conductor-only train arrives eastbound into Argentine (yard engines on duty). In making the set out in the East Receiving Yard, the conductor doubles to tracks 1007 (ER-7) and track 1010 (ER-10). One of these two tracks would not have held the entire set out, and utilizing both tracks was necessary. The train is then yarded in East Departure track 3008 (EBD-8). This would be only one set out. If the set-out consisted of only twenty-eight (28) cars, and both, 1007 and 1010 were used in making set out, this would trigger payment provided in Article I, Section 6, as track 1007 will hold in excess of 100 car lengths.

14. Q. Can a doubleover be made to more than one track when yarding the train at the final terminal?
- A. Yes, but the minimum number of tracks must be utilized and all tracks doubled to must be in the same yard within the final terminal. It will count as one setout. Failure to utilize the minimum number of tracks will trigger the payment provided in Article I, Section 6.

Example: A conductor-only train arrives eastbound into Argentine (yard engines on duty). Instructions are to yard train in track 6002 (WBD-2), train is 10 cars longer than track 6002 will hold, instructions are to double head 5 cars to track 6003 (WBD-3) and the remaining 5 cars to track 6004 (WBD-4). Track 6003 (WBD-3) would have held the entire 10 car doubleover, and failure to utilize the minimum number of tracks would trigger the payment provided in Article I, Section 6.

15. Q. Can a doubleover be made at the initial terminal from more than one track?
- A. Yes, but the minimum number of tracks must be utilized and all tracks doubled to must be in the same yard within the initial terminal. It will count as one pick-up. Failure to utilize the minimum number of tracks will trigger the payment provided in Article I, Section 6.

Example: A conductor-only on duty, westbound at Argentine (yard engines on duty) receives instructions that his train is made up on track 6004 (WBD-4) and he has a pick up to make from track 6005 (WBD-5). This would be his one allowable pick up. He could not make any additional pick ups or set outs at the initial terminal.

Conductor-only westbound and arrives Argentine (yard engines on duty) the final terminal, makes a set out to track 6014 (WBD-14) then yards train to track 203 (NT-3), in yarding of train in to track 203 there remains a surplus of 5 cars and instructions are received to set the 5 cars to track 205 (NT-5). This would be prohibited as the allowable set out would have been accomplished when required to set out to track 6014. The doubleover to track 205 would trigger the payment provided in Article I, Section 6.

16. Q. In a track to be picked up, there is a car that has been diverted or has not been updated at time of pick up and the conductor-only crew is required to switch it out. Is this switching?
- A. Yes. This would trigger payment provided in Article I, Section 6.
17. Q. How many set-outs would it be if a conductor-only set out in track 1 of yard A and track 2 of yard A at an intermediate point?
- A. Two, unless the minimum number of tracks was utilized. Then it would be one. The same would also hold true for pick-ups.
18. Q. Is it considered switching if a conductor-only train sets out cars in track 1, then sets cars back to the train, then sets out more cars in the yard?
- A. No, it is three straight set-outs.
19. Q. When will the penalty in Article I, Section 6 be applicable?
- A-1. If a conductor is required en route to perform switching or makes more than three straight set-outs or three straight pick-ups or any combination of straight set-outs and straight pick-ups in excess of three, the conductor will be entitled to the one-way trip mileage a brakeman would have earned had he/she been a member of the crew, in addition to all other earnings.
- A-2. If a conductor is required at the initial or final terminal to perform switching or make more than one straight set-out or pick-up while a yard engine is on duty, the conductor will be entitled to the one-way trip mileage a brakeman would have earned had he/she been a member of the crew, in addition to all other earnings.
- A-3. If a conductor is required at the initial or final terminal to perform switching or makes a set-out(s) and/or pick-up(s) which exceeds a combination of three for the entire tour of duty when a yard engine is not on duty, the conductor will be entitled to the one-way trip mileage a brakeman would have earned had he/she been a member of the crew, in addition to all other earnings.

20. Q. If a conductor-only has a load of ballast to dump, can the conductor-only crew perform the service?
- A. No. It was not intended that a conductor-only would perform work train service.
21. Q. What handling is given pre-existing conductor-only assignments upon the effective date of this Agreement?
- A. All such assignments are abolished and in the future will be protected by the conductors' pool.
22. Q. If a vacancy exists for a conductor and the first-out individual on the combination conductors7brakemen's extra board is not promoted, what handling is given this individual?
- A. He/she will remain first out and the next out qualified employee will be called for the conductor vacancy.
23. Q. Will the non-utilization of the individual in the above Q & A affect the individuals guarantee?
- A. No.
24. Q. Can a conductor-only exchange trains with another conductor-only enroute?
- A. Yes, however the limitation of three set-outs or pickups or any combination of three is applicable to the trains as well as the conductor.

FOR EXAMPLE: Conductors Jones and Smith exchange trains enroute. Conductor Jones has performed three pick-ups on his original train. Conductor Jones cannot perform any more work (pick-up or set-out) on the train he was traded to. Conductor Smith has performed one pick-up on his original train. Conductor Smith cannot perform any more work (pick-up or set-out) on the train he was traded to because that train has already made three pick-ups. In other words, the Carrier cannot generate more work for a particular train simply by trading conductors.

However, if both Conductors Jones and Smith had only made two pick-ups on their original trains, then both could make one more pick-up or set-out on the trains they were traded to.

25. Q. How do you calculate the number of brakemen who will be assigned under Article I, Section 8(c), to the combination conductors7brakemen's guaranteed extra board, if, for example, there were 13 conductor pool freight turns:

A. :

Upon implementation?

13 conductor pool turns x 25% = 3.25 brakemen which is rounded down to 3 brakemen.

Year 2?

13 conductor pool turns x 20% = 2.60 brakemen which is rounded down to 2 brakemen.

Year 3?

13 conductor pool turns x 15% = 1.95 brakemen which is rounded down to 1 brakeman.

Year 4?

Calculations are the same for Year 4 as they were for Year 3

Year 5 and thereafter?

13 conductor pool turns x 0% = 0 brakemen.

26. Q. How do you calculate the number of conductors/brakemen under Article 1, Section 8(d), on the combination extra board if there are 13 conductor pool turns, 6 regular conductor assignments and 6 regular brakemen assignments on the territory under the jurisdiction of that extra board?

A.:

Upon implementation:

13 conductor pool turns + 6 conductor assignments + 6 brakemen assignments = 25 jobs. 25 jobs x 40% = 10 conductors/brakemen on extra board plus the 3 brakemen from the preceding Q&A = 13 persons on the combination conductors/brakemen's extra board.

Year 2?

13 conductor pool turns + 6 conductor assignments + 6 brakemen assignments = 25 jobs. 25 jobs x 40% = 10 conductors/brakemen on extra board plus the 2 brakemen from the preceding Q&A = 12 persons on the combination conductors/brakemen's extra board.

Year 3?

13 conductor pool turns + 6 conductor assignments + 6 brakemen assignments = 25 jobs. 25 jobs x 40% = 10 conductors/brakemen on extra board plus the 1 brakeman from the preceding Q&A = 11 persons on the combination conductors/brakemen's extra board.

Year 5 and thereafter?

13 conductor pool turns + 6 conductor assignments + 6 brakemen assignments = 25 jobs. 25 jobs x 25% = 6.25 conductors/brakemen which is rounded up to 7 persons on the combination conductors'/brakemen's extra board plus an additional number (arrived at by figuring 25% of the number of brakemen used in pool freight service in the preceding 10 day period).

27. Q. May the Carrier add to or carry more employees on the yardman's extra board or road combination extra board, in excess of the number that the regulation formula calls for?
- A. YES, in accordance with Side Letter No. 17.
28. Q. If a vacancy exists in yard service and the yardman's extra board is exhausted how shall the vacancy be filled?
- A. The vacancy shall be filled as follows:
1. Senior reserve board employee with a request on file for such service.
  2. If the foregoing step does not result in a yardman to fill the vacancy, then the vacancy will be filled in accordance with the Rules and practices in effect prior to this Agreement.
29. Q. If a vacancy exists in pool freight service and the road combination extra board is exhausted, how shall the vacancy be filled?
- A. The vacancy shall be filled as follows:
1. Senior reserve board employee with request on file for such service.
  2. If the foregoing step does not result in a brakeman to fill the vacancy, then the vacancy will be filled in accordance with the Rules and practices in effect prior to this Agreement.



30. Q. If a vacancy exists in other than pool freight service and the road combination extra board is exhausted how shall the vacancy be filled?

A. The vacancy shall be filled as follows:

1. Senior reserve board employee with a request on file for such service.
2. If the foregoing step does not result in a brakeman to fill the vacancy, then the vacancy will be filled in accordance with the rules and practices in effect prior to this Agreement.

31. Q. When a reserve board employee is used in active service, what is he/she paid?

A. The reserve board employee would be paid as is provided in the Schedule Agreement in addition to his reserve board pay.

32. Q. What does the first sentence of Article II (a) of this Agreement mean?

A. The Carrier will establish a combined reserve board for conductors, brakemen and yardmen on each prior rights seniority district. For example: One (1) reserve board will be established to protect the Third and Fourth Districts of the Illinois Division (Fort Madison and Marceline) with the hire-out date being used in determining manning of the reserve board.

Another example is the former Eastern Division - a reserve board will be established for the yardmen at Argentine Yard, a combined reserve board will be established for the former Eastern Division, First District conductors, brakemen and yardmen at Kansas City.

The employee's hire out date or the employee's seniority date, whichever is applicable to the particular reserve board in question will be used in seniority order to determine which employees will be on the respective reserve board.

Similarly, a prior right Argentine yardman would use his hire out date when applying for the yardmen's reserve board at Argentine, but he would use his brakemen's seniority date when applying for the Eastern Division, First District

conductors, brakemen's and yardmen's reserve board at Kansas City.

33. Q. Is it possible for an employee to be off-in-force reduction after this Agreement takes effect?
- A. NO.
34. Q. Does Article II (b) provide that brakemen/yardmen could be force assigned to reserve boards?
- A. Yes, if there are insufficient voluntary requests from senior employees, the most junior brakeman/yardman shall be force assigned in reverse seniority order.
35. Q. Are reserve board employees treated as active employees for the purposes of union dues deductions?
- A. Yes.
36. Q. How could a reserve board employee be returned to active service?
- A. By recall, by request or by bidding.
37. Q. Can a conductor, brakeman, or switchman with displacement rights bump on the reserve board?
- A. No. All movement to the reserve boards must be accomplished by request.
38. Q. Who is recalled to active service first?
- A. Employees will be recalled to active service in the following order:
1. The senior employee on a reserve board who has filed a request to return to active service.
  2. The junior employee on a reserve board who has notified a request to return to active service.
39. Q. Does the recalled employee have full displacement rights?
- A. Yes.
40. Q. How long does an employee on the reserve board have to return to active service when recalled to active service?
- A. Fifteen (15) days.

41. Q. Do the train service proficiencies listed in Article II (e-2) include rules classes and periodical physical examinations?
- A. Yes.
42. Q. How will employees be notified of these tests, examinations, etc.?
- A. They will be notified by certified mail.
43. Q. Can full time union officers be on the reserve board?
- A. No.
44. Q. Can part time UTU officers such as, but not limited to, local chairmen be on the reserve board?
- A. Yes.
45. Q. Are employees on the reserve board subject to discipline if they refuse or miss a call for service when they had in a request to be called for emergency service?
- A. No.
46. Q. Are reserve board employees who perform emergency service paid for such service in addition to their reserve board payments?
- A. Yes.
47. Q. Who is eligible to bid in a reserve board position?
- A. An employee holding a seniority date prior to September 1, 1992.
48. Q. How is the number of reserve board positions on each prior rights seniority district computed?
- A. There is no computation factor to determine the maximum slots or positions. This Agreement provides that all employees in excess of those required in active service (regular assignments, extra boards (road or yard), and unassigned service) must be permitted to occupy a reserve board position.

49. Q. What is the definition of a "protected employee"?
- A. Employees that have established a seniority date prior to September 1, 1992.
50. Q. If employee requests to occupy reserve board, when will recalled employee be notified?
- A. Letter to be sent immediately.
51. Q. Does the Carrier have to grant the float of a requested week(s), per Article IV?
- A. YES, provided there are sufficient employees to protect the service.

EXAMPLE: Employee is scheduled five (5) week split vacation period; two (2) weeks scheduled May 1 through May 14 and a three (3) week period December 11 through December 31. On February 2 he/she requests to float one (1) week of vacation; request is granted. His choice under the Agreement would be to deduct this one week from the beginning or concluding portion of the nearest unobserved split vacation period (May 1 through May 14). Employee desires to use the first week of his May vacation for the February period. This leaves the employee with four (4) remaining weeks, May 8 through May 14, and the December vacation. Then on April 1 same employee request to float an additional week of vacation, request is granted, this float week would be deducted from the May vacation, and now the only vacation remaining is the December period. Again, on May 1 the employee realizes he still needs a vacation during the originally scheduled time, and he floats another week, at this point he must decide if this week will be reduced from the beginning or the concluding portion of the December vacation. After deciding to use the first week at this time, he now has remaining a two week vacation period, beginning December 18. Then again, on August 1, he desires to float another week, after request granted he observes August 1 through August 7.

Now remains only the vacation period of December 25 through December 31. On November 1 he decides to float this remaining week, and after being request granted, observed November 1 through November 7, never taking any week in December:

Original Schedule

Float

5/1 through 5/7	-----	2/2 through 2/8
5/8 through 5/14	-----	4/1 through 4/7
12/11 through 12/17	-----	5/1 through 5/7
12/18 through 12/24	-----	8/1 through 8/8
12/25 through 12/31	-----	11/1 through 11/7

52. Q. How will the three days be computed in Article V(b)?
- A. Three consecutive days, commencing with the date following the day of the death.
53. Q. Does Article VI eliminate the use of computing road miles worked by a yardman when used from the yardmen's extra board to fill road vacancies?
- A. YES. Article 11 (a-4) of the Yardmen's Schedule is no longer applicable. Article 11 (a-1, 2 and 3) of the Yardmen's Schedule are still applicable in computing the 5 Day Guarantee. Only those days worked in yard service will be computed in determining the 5 Day Guarantee.
54. Q. Under Article VIII, when must an employee mark to the yardman's extra board in order to qualify (receive pay) for the 1/7th guarantee for the day marking to board?
- A. Prior to 12:00 (Noon).
55. Q. Will an employee that has been reduced from the yardman's extra board, either by regulation formula or by displacement receive the 1/7 guarantee for the day reduced or displaced?
- A. YES. Regardless of the time reduced or displaced.

FOR THE ORGANIZATION

FOR THE CARRIER

J. G. Bailey  
General Chairman,  
United Transportation Union (CT&Y)

R. E. Haqbera  
Vice President-Transportation

## Second Series Questions and Answers (SSQ)

1. Q. If the tentative Agreement is ratified what effect if any will this new agreement have on manning the Sugar Creek (Sibley) coal train?  
  
A. If a Brakeman from Ft. Madison is available at K.C., he/she will be used, otherwise a brakeman will be deadheaded from Ft. Madison. The first out Pool Conductor at K.C. will protect the service with the brakeman.
  
2. Q. What seniority date would be used to establish a position on the Combination conductor/brakeman extra board?  
  
A. The employee will use his/her conductor's promotion date, per Side Letter No. 14.
  
3. Q. What rate of pay would a promoted employee (conductor) receive when called from the Combination board to protect a brakeman's vacancy?  
  
A. Brakeman's rate of pay when protecting a brakeman's vacancy. The guarantee paid for the Combination Board will be the Conductors guarantee, however.
  
4. Q. If a conductor and a brakeman vacancy exist at the exact same time, such as, both the conductor and brakeman have laid off on the road switcher, with an on duty time of 0800 hours, what procedure would be used to fill the conductor vacancy? Would the first out employee assigned to the Combo board (assuming the first out man was a promoted conductor) be used as the conductor? Would the senior of the two first out employee's (assuming both employees are promoted as conductor) be used as the conductor?  
  
A. The senior of the two employees will be given his/her choice of the vacancies, provided the two vacancies exist on the same crew.
  
5. Q. Can the Carrier flood (over staff) the extra boards?  
  
A. NO. Except as provided in Side Letter No. 17.

6. Q. If an employee assigned to the Reserve Board is instructed to attend the MTQ Class and fails to report (show up for class); how would this employee be handled?
- A. The employee would lose one day of Reserve Board Pay corresponding to the day he/she was assigned to attend the MTQ Class. However, this employee would not be subject to any type of discipline for missing the MTQ Class.
7. Q. Will an employee be scheduled for an MTQ Class while on his/her assigned days off?
- A. No. And there is no provision to reduce the earnings or pay of an employee that is not scheduled to work.
8. Q. Will an employee on vacation be required to attend MTQ Classes?
- A. No.
9. Q. Will employee's be permitted to reschedule (change) scheduled vacations other than by the float procedure?
- A. Yes.
10. Q. Will the also be able to float more than 2 weeks at any one time?
- A. No. Maximum number of weeks allowed to float at any one time is 2 weeks.
11. Q. Will vacations be scheduled as they are being scheduled currently?
- A. Yes. Then an employee could float during the year.
12. Q. Can an employee float his vacation to a later date? For example: Could a vacation scheduled for May be floated to October?
- A. No. A vacation period scheduled in May could only be floated to a time earlier in the year (Jan., Feb., March or April), not later, such as June, July, etc.
13. Q. Why does this Agreement not contain any provisions or procedure addressing the accelerated conductor promotion?
- A. Carrier already has the right under the provisions of PEB 219 and Article V of the 1991 Implementing Documents along with Side Letter No. 9 of said Documents.

14. Q. Does this Agreement have any bearing on the conductor promotion rule?
- A. No.
15. Q. Will all employees be offered the conductor's promotion?
- A. Yes. So-called yard fixtures will establish a brakeman's date if he/she passes promotion to conductor.
16. Q. Would the Carrier be permitted to change this Agreement by serving notice, such as, if the Carrier desires to "fine tune" this agreement also?
- A. The PEB Moratorium precludes serving of any notices until the end of 1994, which would be handled in 1995. However, there is an additional Moratorium in this Agreement that prohibits any changes concerning the Crew Consist Agreement or issue. No notices are allowed for the crew consist issue per this Moratorium. In addition to this Moratorium, Side Letter #6 would automatically be triggered for protection.
17. Q. How does an employee that was required to lay off or take a leave of absence in order to perform official Union business submit to the Carrier the compensation received for such Union work in order that the employee would receive the correct rate of pay if assigned to the reserve board? Example: 1991 earned \$43,000 with the Santa Fe, and earned an additional \$5,000 with the union (Union earnings may be from the Local, or from the Local and the International).
- A. Union earnings received for time lost will be added to the Santa Fe earnings. The General Chairman will furnish the Carrier the amount of lost time earnings for each Union Officer.
18. Q. The Agreement provides for the swapping or exchanging of trains; and understanding that, and a conductor-only can exchange trains with another conductor-only, does the Agreement provide for any other changes, such as eliminating any arbitrary or special allowances for swapping trains, as provided for in I.D. Service Agreements?
- A. No. The Levin/Elterman settlement and all other prior Agreements remain intact.



19. Q. Can a conductor-only make a set-out at their final terminal and then deliver their train to a foreign line Carrier?
- A. Yes. This would count as one (1) set-out.
20. Q. Would it be a violation if the crew had to double their set-out at the final terminal and then had to double-over when yarding their train?
- A. Yes.
21. Q. Why did, or did the other two lines (West Coast & Texas) receive more up front monies than we did?
- A. The other two Committees received \$10,000.00 up front and \$65,000.00 deferred in their first Crew Consist Modification and a \$2,000.00 signing bonus in their second (last) Crew Consist Modification Agreements for a grand total of \$12,000.00 cash up front and \$65,000.00 deferred.
- This Committee received a \$5,000.00 up front payment as a result of our December 3, 1990 Crew Consist Modification Agreement and is being offered \$10,000.00 up front with \$65,000.00 deferred for a grand total of \$15,000.00 cash up front and \$65,000.00 deferred.
22. Q. Will an injured employee on light duty receive the \$10,000/\$65,000 provided for by this Agreement?
- A. Yes.
23. Q. When is the interest paid to the Supplemental Retirement Benefit (SRB)?
- A. September 1, of each year.
24. Q. If an employee leaves the service of the Carrier (resigns, dismissed or dies) during the middle of a respective year (Sept — Sept) will he/she receive a prorated interest payment?
- A. No. All payments to SRB are made on Sept 1 of each year. If an employee left the service any time prior to Sept 1, he/she would not receive the interest payment for the year left.
25. Q. If an employee is removed from service (suspended/dismissed) will he/she receive the \$65,000 deferred at that time?
- A. He/she will receive the money when it is determined that he/she has permanently left the service of the Carrier (PLB and lost).

26. Q. The Agreement provides for conductor-only being required to make a maximum of 3 set-outs or 3 pick-ups (or a combination of the 2). Are the set-outs and pick-ups limited to the conductor-only train, exclusively? Example: Can a conductor-only that arrives at Slaton, TX be required to tie-up on the train arrived on, and board another train standing in the yard and then commence making set-outs or pick-ups on this train? Are the three set-outs or pick-ups limited to the conductor-only train or in this example could the conductor-only turn into a switch crew?
- A. No. Conductor-only work is limited (restricted) to his/her own train. He/She cannot arrive at FTD with his/her train, tie up and then be assigned to work with another train.
27. Q. If there is a conductor-only violation (4 or more set-outs and/or pick-ups) the payment provided for in Article 1, Section 6 is triggered and would be payable. If the violation occurs while at an initial or final terminal; or at any point where a yard engine is on-duty, would the first-out man on the Combination extra board receive a penalty claim? Would the 2 first-out yardmen also receive a penalty claim?
- A. First answer would be "No", the first-out man on the Combination Board would not receive a penalty claim. In regards to the 2 first-out yardmen, this answer would be yes. Both yardmen would receive a penalty claim (basic day).
28. Q. At intermediate points where yard engines are on-duty, how many set-outs and/or pick-ups could a conductor-only make?
- A. Maximum of three (3), this would depend on if any moves had been performed at the initial terminal. If one (1) set-out had been performed at the initial terminal and one (1) pick-up made enroute, then the maximum would then be only one (1). Under No Circumstances can more than three (3) set-outs and/or pick-ups be made by a conductor-only.
29. Q. If an employee is assigned to the Reserve Board and is instructed to attend Conductor Training, what rate would this employee receive?
- A. It would be permissible for the employee assigned to the Reserve Board to have to attend Conductor Promotion Training. However, the employee would receive Reserve Board Pay while attending.

30. Q. If an employee assigned to the Reserve Board is instructed to attend Conductor Training, and while attending the Conductor Training Program would happen to bid in a regular assignment prior to the completion of Conductor Training Program; what rate of pay would this employee receive for the remaining days of Conductor Training, after bidding in a regular assignment?
- A. Employees regularly assigned receive no compensation while attending the Conductor Training Program.
31. Q. Is the \$15.00 and \$7.00 provided for in Article VII subject to all future wage and cost-of-living allowance increases becoming effective on or subsequent to the date of this Agreement?
- A. Yes.
32. Q. Do the employees called to deadhead receive the \$15.00/\$7.00 provided for in Article VII for that specific tour of duty?
- A. No. Must be actually working to receive "special car scale additive."
33. Q. What does Article IX (c)(5) mean?
- A. The Organization (UTU) and the Carrier have the latitude to go back in and add any employee's names that may have been inadvertently omitted from the list of eligible employees. Once an employee is covered he/she is covered for life, no one can take his/her protection away (This can not be renegotiated, this paragraph only provides for the adding of those that may not have been provided coverage initially).
34. Q. Does this Agreement provide for System Seniority?
- A. No. This Agreement only provides seniority rights within the territory under the jurisdiction of this General Committee.
35. Q. Under Side Letter #5, would the employees have to be from the same craft?
- A. Yes.
36. Q. Are penalty time claims paid computer in the base year in which payment is received?
- A. Yes.

37. Q. Do exempt employees (ATM's, etc.) qualify for the \$10,000/\$65,000 (SRB)?
- A. Employees regularly assigned as exempt employees do not and can not qualify for the \$10,000/\$65,000.
38. Q. (Previous Question # 28 concerned the steps necessary in the filling of yardman vacancies once the yardman's extra board was exhausted) Would Article 9 (Extra Men: First In, First Out) have to be exhausted (completely complied with) before using any men assigned to the Reserve Board?
- A. Yes. Article 9 of the Yardman's Schedule must be exhausted, once Article 9 is exhausted the next step would be to use Reserve Board employees.
39. Q. (Regarding the second step in answer to previous question # 28, "...then the vacancy will be filled in accordance with Rules and practices in effect prior to this Agreement.") If, after calling all Reserve Board employees, there are still vacancies that must be filled, who would be called next to protect the remaining vacancies?
- A. After many discussions with Yard Local Chairmen it was determined that there were many different ideas and thoughts on how the remaining vacancies should be filled. Carrier Officer's agreed that the Local Chairmen could handle this matter on a Local Basis and determine what consistent policy they want to be applied at their point.
40. Q. Will this Agreement have any effect on the employee's anniversary date regarding vacation qualifications?
- A. All employees will be considered as hiring out on January 1 of the year employed, per Side Letter # 15.

MEMORANDUM OF AGREEMENT between the Atchison, Topeka and Santa Fe Railway Company and its conductors, brakemen and yardmen represented by General Committee of Adjustment GO-009 on July 14, 1992.

The Purpose of this agreement is to grant current employees (conductors, brakemen and yardmen), as well as those hired in the future, seniority over the entire territory that is under the jurisdiction of this General Committee of Adjustment on a prior rights basis.

1. The employees on each respective seniority roster shall have and retain prior rights to all service on that respective seniority district. The seniority rosters of all other seniority districts will be combined on a dovetailed basis and be placed below the names appearing on the prior rights seniority roster of that particular seniority district. This handling will be given for each seniority district and each craft under the jurisdiction of this General committee of Adjustment.

In dovetailing the seniority roster for each craft, should it be found that employees from different district have the same seniority date, the age of the employee will apply in determining the senior employee on the new roster, provided this will not result in a change in the relative standing that employees held on their prior rights district. If the latter should occur, Carrier and organization will agree on proper standing of the employees.

2. The foregoing handling will be given for each seniority district , i.e. each roster will be revised and employees of each craft not appearing on said roster will be added below the current employees on a dovetail basis.
3. Employees hired on or after the date of this agreement, will be identified as non-prior rights employees and will establish a seniority date in the usual manner. This date will be the same for each seniority district; however, the district on which hired will be considered their home district. (If the new employee is hired at a central point, he will declare his home district within 90 days.)
4. Separate seniority rosters for each seniority district and craft of employee will continue to be maintained. The carrier will furnish each Local Chairman and the General Chairman the seniority roster for that seniority district every six months as is currently being done.
5. Employees promoted to conductors in the future will establish seniority in the same manner as in the past. The employees prior rights or home seniority district will be considered his conductors' prior rights or home seniority district for the purposes of the agreements.

6. Since conductor promotion classes are not held on the same date on each district in April and October, April 30 and October 31 will be used for the purposes of the conductors, rosters to ensure proper relative standing for employees who take promotion at different locations on different dates. This single date will not be applicable to conductors who were prevented from taking promotion in turn under the provisions of the agreement and they are entitled to hold the same relative position on the conductors' roster(s) as they hold on the brakemen's roster(s).
7. Employees will only be permitted to transfer from one seniority district to another by way of bidding, or bumping. Requests (bids) for transfer from one seniority district to another will automatically become null and void at the expiration of six months. Such request may be withdrawn at any time prior to being notified that the request is honored. Once a request is honored, it may not be withdrawn and any additional requests on file will become null and void. The employee must report at the new location within 72 hours from release from current assignment.
8. Employees transferring from one seniority district to another must remain in the district to which transferred for a period of not less than thirty (30) days unless unable to hold any job in which event the employee may transfer (bump or bid) to another district.
9. In an effort to secure additional employees in active service on a seniority district, the Carrier may offer enticements to employees) in other districts in order to get them to transfer to the seniority district that is in need of active train service employees.
10. This Agreement will not expand reserve board opportunities beyond that currently in effect. Thus an employee who transfers off of his home seniority district may not do so in order to occupy a reserve board on the district to which he transfers.
11. A Stay At Home Agreement will be placed into effect concurrently with this agreement.

This Agreement shall become effective October 1, 1992.

Signed at Schaumburg, Ill. this 28th day of September, 1992.

FOR THE ORGANIZATION:

J. G. Bailey  
General Chairman  
UTU (CT&Y)

FOR THE CARRIER:

R. W. Haqbera  
Vice President-Transportation  
A. T. & S. F. Railway Co.

MEMORANDUM OF AGREEMENT between the Atchison, Topeka and Santa Fe Railway. Company and its conductors, brakemen and yardman represented by General Committee of Adjustment GO-009 on July 14, 1992.

The following are the "Stay At Home" provisions mandated by Section 11 of the so-called System Seniority Agreement and pertain only to the provisions of that Agreement.

1. An employee in any class of service or craft cannot be forced from one seniority district to another.
2. An employee in any class of service or craft may elect to occupy the reserve board in his prior rights district even if there is need for additional employees in other districts.
3. An employee in any class of service or craft may elect to go off-in-force reduction from his prior rights district, (provided, of course, that he cannot hold any job in his prior rights district) even if there is need for additional employees in other districts.

This Agreement shall become effective October 1, 1992.

Signed at Schaumburg, Ill. this 28th day of September, 1992.

FOR THE ORGANIZATION:

FOR THE CARRIER:

J. G. Bailey  
General Chairman  
UTU (CT&Y)

R. W. Hagberg  
Vice President-Transportation  
A. T. & S. F. Railway Co.

The Atchison, Topeka and Santa Fe Railway Company  
1700 East Gulf Road  
Schaumburg, Illinois 60173-5S60

August 24, 1992

Mr. J. G. Bailey  
General Chairman  
United Transportation Union (CT&Y)  
8100 Marty, Suite 100  
Overland Park, KS 66204

Dear Mr. Bailey:

This is in reference to the dispute concerning the use of the so called "Black Box" to send signals to an engine or engines performing switching of cars or engines or moving cars or engines at Topeka, Kansas.

In this regard, the parties agree that ground service related to the use of so-called "Black Boxes" (electronic devices used to send signals to an engine or engines causing movement) is within the Scope of Duties of ground service employees under certain circumstances. Therefore, it is understood and agreed that at any point where these so called "Black Boxes" are currently in use or at any point where the so called "Black Box" is used in the future to switch cars or cause movement of cars, or to cause movement of engines outside of restricted areas, a conductor or foreman will be called to perform ground service and if more than two cars are handled at any one time, a brakeman or helper will also be called.

Very truly yours,

R. E. Hagberg  
Russell E. Hagberg  
Vice President - Transportation

I agree:  
J. G. Bailey  
J. G. Bailey  
General Chairman  
United Transportation Union (CT&Y)



The Atchison, Topeka and Santa Fe Railway Company  
1700 East Gulf Road  
Schaumburg, Illinois 60173-5S60

July 16, 1992

Mr. J. G. Bailey  
General Chairman  
United Transportation Union (CT&Y)  
8100 Marty, Suite 100  
Overland Park, KS 66204

Dear Sir:

This confirms our understanding in connection with the Memorandum of Agreement ("Agreement") between the parties dated 1992, concerning various agreement rules.

On the Middle 1 seniority district at Newton, extra boards for conductors and brakemen will continue to be handled under the terms of Article III of the agreement effective December 4, 1990. They will not, therefore, be handled under Article 1, paragraph 8, of the Agreement.

If the foregoing correctly sets forth our understanding in this regard, please so indicate by signing in the space provided below.

R. E. Hagberg  
Russell E. Hagberg  
Vice President - Transportation

J. G. Bailey  
General Chairman  
United Transportation Union (CT&Y)

The Atchison, Topeka and Santa Fe Railway Company  
1700 East Gulf Road  
Schaumburg, Illinois 60173-5S60

July 9, 1992

Mr. J. G. Bailey  
General Chairman  
United Transportation Union (CT&Y)  
8100 Marty, Suite 100  
Overland Park, KS 66204

Dear Sir:

Following up on our telephone conversation yesterday, I write to confirm our understanding in connection with Article II of our Memorandum of Agreement initialed on July 6, 1992, that an employee could not occupy a reserve board position while suspended, dismissed, or medically disqualified from performing service in the CT&Y craft or class.

If I have mischaracterized our understanding in this regard, please let me know in writing by July 20, 1992.

John J. Fleps  
John J. Fleps  
Assistant Vice President  
Labor Relations

The Atchison, Topeka and Santa Fe Railway Company  
1700 East Gulf Road  
Schaumburg, Illinois 60173-5S60

August 12, 1992

Mr. J. G. Bailey  
General Chairman  
United Transportation Union (CT&Y)  
8100 Marty, Suite 100  
Overland Park, KS 66204

Dear Sir:

This confirms our understanding in connection with the Memorandum of Agreement between the parties initialed July 6, 1992, concerning various agreement rules.

If the Agreement is ratified, the entitlement to a Supplemental Retirement Benefit ("SRB") then granted to each "covered" employee by Article IX, paragraph 3.c of the Agreement, becomes a completely vested entitlement which may not ever be reduced or otherwise threatened through future negotiations or any other action of the parties to the Agreement, whether acting together or alone.

If the foregoing correctly sets forth our understanding in this regard, please so indicate by signing in the space provided below.

Very truly yours,

John J. Fleps  
John J. Fleps  
Assistant Vice President  
Labor Relations

J. G. Bailey  
General Chairman  
United Transportation Union (CT&Y)

*United Transportation Union  
General Committee of Adjustment  
Atchison, Topeka and Santa Fe Railway (Proper)  
Conductors - Trainmen - Yardmen*

J. G. BAILEY, General Chairman  
R.W. HENDERSON, Vice-Chairman  
J.A. HUSTON, Secretary

8100 Marty - Suite 100  
Overland Park, KS 66204  
(913) 648-3660  
Fax (913) 648-7470

October 7, 1992

John Fleps  
Asst Vice President - Labor Relations  
The A.T. & S.F. Railroad Company  
1700 East Golf Road  
Schaumburg, Illinois 60173-5860

Dear Sir:

This is in reference to the situations which recently arose in connection with the crew consist agreement.

Incident - A conductor-only train out of Clovis working toward Amarillo made three set-outs in route. When the conductor-only train arrived at Zita, (which would be the fourth set-out), the Carrier called a brakeman out of Amarillo to deadhead to Zita to assist the conductor in making the set-out.

It was agreed that this handling was a violation of the Agreement and that it would not be done in the future.

Incident - A brakeman was called for service with a chain gang conductor at the home terminal but was then held for a train which was to arrive later.

It was agreed that this handling was a violation of the Agreement and that it would not be done in the future. The brakeman would stay with the conductor that he was called with in accordance with Article 1(7).

If you concur, please sign in the space provided below.

Yours truly,  
J. G. Bailey  
J. G. Bailey  
General Chairman

I CONCUR:  
John J. Fleps  
John J. Fleps  
Assistant Vice President

*United Transportation Union  
General Committee of Adjustment  
Atchison, Topeka and Santa Fe Railway (Proper)  
Conductors - Trainmen - Yardmen*

J. G. BAILEY, General Chairman  
R.W. HENDERSON, Vice-Chairman  
J.A. HUSTON, Secretary

8100 Marty - Suite 100  
Overland Park. KS 66204  
(913) 648-3660  
Fax (913) 648-7470

October 7, 1992

John Fleps  
Asst Vice President - Labor Relations  
The A.T. & S.F. Railroad Company  
1700 East Golf Road  
Schaumburg, Illinois 60173-5860

Dear Mr. Fleps:

This letter will serve to confirm our understanding of the mutual interpretation of Article VI of the Crew Consist Modification Agreement, effective December 4, 1990, as it applies to Reserve Board employees under the 1992 Crew Consist Agreement.

We are in agreement that an employee on a reserve board accumulates personal leave days. It is our understanding that reserve board employees are permitted to accumulate up to 60 personal leave days. However, prior to the 1992 Crew Consist Agreement the reserve board employee was required to actually return to active service before he/she could receive payment for the personal leave days claimed.

We have agreed that it would not be necessary for employees assigned to the reserve board to be required to actually return to active service in order to claim the payment for any portion of their unused personal leave days. Employees assigned to the reserve board may submit special claim and receive payment for any or all personal leave days in his/her account at anytime.

Our letter of December 3, 1990 remains in effect except as amended herein.

Yours truly,

J. G. Bailey  
J. G. Bailey  
General Chairman

I agree:

John J. Fleps