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## THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY

The following Schedule of Pay, Rules,  
and Regulations will govern  
Yardmen in the  
Kansas City Consolidated Yard

Sections identified by (\*) are revisions as result of Agreement January 21, 1977, effective March 16, 1977.

Sections identified by (\*\*) are from January 27, 1972 National Agreement.

Sections identified by (\*\*\*) are from January 29, 1975 National Agreement.

Sections identified by (\*\*\*\*) are from August 25, 1978 National Agreement.

Sections identified by (\*\*\*\*\*) are from October 15, 1982 National Agreement.

### 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, car bleeders , and flagmen.

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:

- (1) The giving or relaying of signals to yard engine crews.
- (2) The coupling and uncoupling of cars and engines.  
(This will not prohibit passenger brakemen cutting off rear car or cars at intermediate yards.)
- (3) The operation of hand brakes or retarders for the purpose of affecting or controlling the movement of cars.
- (4) 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.)

Article 1 Cont:

- (5) 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

(b) The basic day rate of pay for employees assigned or working on ATSF allocated assignments will be paid in accordance with the provisions of BNSF Merger Implementing Agreement Number 4.

(c) The basic day rate of pay for employees assigned or working on BN allocated assignments will be paid in accordance with the provisions of BNSF Merger Implementing Agreement Number 4.

#### ENTRY RATES

(d) 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 October 31, 1985, 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 a period of 365 calendar days in which the employee performs a total of 80 or more tours of duty.

(e) Employees shall have their position on the rate progression scale adjusted to the next higher level upon promotion to conductor/foreman or engineer (on a carrier party hereto on which the UTU represents engineers).

(f) Employees working as either a conductor, yard foreman (includes herder and pilot), hump foreman, flagman, utility man, switchtender, or bleeder will not be covered by the entry rates outlined in paragraphs (d) and (e) above, but rather will be compensated at the full (100%) of the conductor, yard foreman, hump foreman, flagman, utility man, switchtender, or bleeder rate of pay.

ARTICLE 2  
CONSIST OF CREWS

(a) The consist of crews on ATSF allocated positions shall be as follows:

(1) The basic crew consist for all crews operated shall be one (1) foreman and not less than one (1) yard helper, subject to the provisions of the December 4, 1990 Crew Consist Agreement.

(2) Except as otherwise provided for in this Agreement, the consist of all yard crews shall not be less than a foreman and one helper.

(3) The Carrier may add additional positions of helper to any assignment when the Carrier considers the additional position necessary. If the additional helper(s) are used on a shift/tour of duty, any such second helper must then be used on that assignment/job for four more consecutive workdays.

(4) In case a yardman becomes incapacitated or unable to complete his shift, a foreman and one helper may continue work only in accordance with Appendix No. 28, Article 10 of the Crew Consist Agreement.

Note: This Article 2 does not apply to manning of self-propelled machines.

(b) The Crew Consist Agreement between the former Burlington Northern Railroad and Its Employees Represented by United Transportation Union effective December 5, 1980, as amended by agreements effective October 24, 1984 and November 1, 1993, shall apply to all crews on BN allocated positions.



Article 3

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 employee 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.

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.

See Item 6, Memorandum of Understanding March 20, 1952, (5-day work week) Appendix No. 12.

(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.

## Article 5

(h) The starting time of extra engines and extra pilots in yard service will be governed by the following:

(1) Where three eight-hour shifts are worked in continuous service, the starting time of extra yard crews and pilot positions shall be limited to the 90-minute periods of the shifts specified in paragraph (b) of this rule.

(2) Where two shifts are worked in continuous service, the starting time of extra yard crews and pilot positions shall be limited to the 90-minute periods of the shifts specified in paragraph (c) of this rule.

(3) Where two shifts are worked not in continuous service, the starting time of extra yard crews and pilot positions shall be limited to the 90-minute periods of the shifts specified in paragraph (d) of this rule.

(4) Extra yard crews used exclusively in independent service will be started in accordance with paragraph (d).

(5) At points where only one yard crew is regularly employed, extra yard crews can be started at any time.

## ARTICLE 5 HOURS ON DUTY

(a) Eight (8) hours or less shall constitute a day.

(b) Yardmen shall be assigned for a fixed period of time which shall be 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 (including utility employee positions), 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. (Interpretation, Appendix No. 31.)

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

ARTICLE 6  
EXTRA SERVICE

(a) When an extra yard engine is worked for more than three consecutive calendar days it will be considered as a regular assignment, be advertised under the provisions of Article 7, assignment must be worked for at least one work week prior to any abolishment, and shall be manned in accordance with the appropriate schedule rules.

(b) When engines are manned by two or more extra men the senior qualified man shall have the option of foreman or helper, and all shall retain their relative positions on the extra board.

ARTICLE 7  
VACANCIES AND CHANGES IN TRICKS

(a) ATSF Allocated Assignments under Bid/Bump:

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

(2) All vacancies for yardmen will be bulletined for four (4) days, but the bulletin will not close on Saturdays, Sundays, or holidays. The four (4) days will be extended only the number of days necessary to avoid closing on such days. Likewise, bulletins will not be dated Saturdays, Sundays, or holidays. Date of bulletin will not count as one of the four (4) days. Assignments will be made as soon as practicable but not later than two hours after bids close.

(3) A change in pay rate, starting time of trick, designated on or off duty point, assigned hours per day or days per week, or status of a foreman to footboard yardmaster or vice versa, will open a trick for advertisement. 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.

Article 7 cont:

(4) Should any helper vacancy go no-bid, the vacancy will be filled by force assignment, as follows:

- (a) Junior BNSF assigned to extra board post 9/22/95
- (b) Junior BN holding ATSF allocated slot on extra board pre 9/22/95
- (c) Junior ATSF assigned to extra board pre 9/22/95
- (d) Junior BN assigned to extra board pre 9/22/95

Note: Foreman vacancies that go no bid will be filled as covered by Article 16f.

Note: If force assignment would require an employee to lose time, said employee would not be force assigned, but rather the vacancy readvertised.

(5) 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.

Note: 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.

(6) 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. A Kansas City yardman must be notified of displacement during the hours of the assignment. The junior employee assigned and holding a regular assignment may be displaced at anytime up until two (2) hours before scheduled on duty starting time.

Note: Employee with displacement rights must exercise the displacement right within forty-eight (48) hours of his notification of displacement.

(7) Any employee who is unable to work because of displacement requirements, may, at the employees option, take the extra board pending execution of his bump.

(8) If an employee working under the Bump and Bid System on an ATSF allocated assignment bids and is awarded rest days under the Daily Mark Up System on BN allocated assignments, and then subsequently is displaced, said employee will be allowed to exercise seniority to any ATSF allocated assignment during hours of assignment, or on BN rest days, being held by a junior employee.

(b) BN Allocated Assignments under Daily Markup:

(1) Computation of assigned rest days for regular yardmen shall continue to be made according to the present method as set forth in Grand Lodge Docket Agreement dated September 16, 1955. When bidding rest days, it is understood that yardmen may either bid on rest days or the guaranteed yard extra board; however, should any rest days go no-bid the rest days will be filled by force assignment as follows:

- (a) Junior BNSF assigned to extra board post 9/22/95
- (b) Junior ATSF holding BN allocated slot on extra board pre 9/22/95
- (c) Junior BN man assigned to extra board pre 9/22/95
- (d) Junior ATSF man assigned to extra board pre 9/22/95

Note: Vacated rest days will be advertised on first Sunday following the vacancy and awarded the following Sunday. Rest day assignments will be reallocated for regular assigned switchmen by the parties when the Implementing Agreement becomes effective upon the consolidation of the yard forces.

(2) A list of all BN allocated yard assignments in the Consolidated Kansas City Yard describing and numbering each assignment will be posted on all bulletin boards where yardmen go on and off duty.

(3) A Job Preference Form, as per sample attachment, shall be made available to yardmen so that they can indicate their order of preference to yard assignments in the consolidated terminal, including preference for foremen or helper positions. These forms will be used in placing yardmen on yard assignments according to their seniority.

Article 7 cont:

(4) Yardmen will be required to list all yard jobs in order of preference on a Job Preference Form. Each yardman shall sign and date his Job Preference Form, submitting it to the individual so designated to receive them by the Terminal Superintendent. The designated individual will review the form and, if proper and legible, will countersign and date the form as well, retaining the original for Carrier's records; returning one copy to the individual yardmen and forwarding a second copy to the Local Chairman. Job Preference Form shall not be considered valid unless submitted in the foregoing manner. Failure to have a valid Job Preference Form on file with the Carrier will result in a yardman being placed behind all other yardmen who have properly completed this Job Preference Form as if he had no preference as to what job his seniority allows him to hold.

(5) Changed or new Job Preference Forms must be submitted by 10 a.m. of the day preceding the day that it becomes effective. The Carrier shall make every effort to have the Board marked by 12 p.m. for the following period of 12:01 a.m. to 12:01 p.m.

(6) A yardman may make a temporary change of his Job Preference Form for one day by notifying the individual designated to receive such requests, provided the requested change is made prior to the closing of the Board at 10 a.m. It is also understood that if a yardman desires to change his selection on the Job Preference Form more than one day, he shall file a completely new Job Preference Form with the designated individual as previously set forth.

Note: It is understood an employee holding regular rest days may relinquish his rest days and be placed on the extra board so long as he submits the new Job Preference Form in compliance with the Article.

(7) It is understood that nothing in this Agreement is intended to supersede or alter the Carrier's right to blank or not fill vacancies or assignments which is afforded by the Crew Consist Agreement or any other applicable rules.

(8) The Five Day Work Week Agreement as contained in the former CB&Q Yardmen's Schedule Agreement shall continue to remain in force and in effect except to the extent set forth in this Agreement. It is recognized, however, that it was the intent of Sections 7 and 11 of Article 3 appearing on pages 92 and 97 of the Yardmen's Agreement, to allow a yardman to work 5 straight-time, eight-hour shifts in any seven day period unless he has made himself unavailable for service.

(9) Regular switchmen with assigned rest days, who are unable to mark up and hold an assignment or who are not rested for his assignment on their regular work day, will be placed on a Supplement Extra List at 12:01 a.m., for that day and will be used on any yardman vacancy behind the employees on the GREB at 12:01 a.m.

(10) Any switchman placed on the Supplemental Extra List will qualify for one (1) day guarantee, in addition to all other earnings, if he does not work as stated above and does not lay off when called for work.

(11) If a switchman does not work on a regular work day as set forth above, then he will be afforded the opportunity to make up the lost day or days on his rest day or days as outlined below:

(a) The switchman must notify the Crew Office of his desire to make up the day or days lost. Notification must be done at 10:00 a.m. on the day prior to rest days. The switchman will then be placed at the bottom of the extra board.

(b) To make up a lost day on one's second rest, switchman will notify the Crew Office on the first rest day at 10:00 a.m. that he wishes to remain on the extra board.

(c) Switchmen must attempt to make up the lost day on their first rest day or forfeit all opportunity to do so. If a switchman protects the Supplemental Extra Board the entire day and is not called to work on his first rest day, then he will be afforded the opportunity to make up the lost day on his second rest day.

(d) Switchmen have the option of waiving paragraph 11 entirely or they may protect their first rest day and waive paragraph 11 on their second rest day.

(e) If a switchman protects all assignments addressed above and still does not work, then he will be entitled to guarantee payment for the first rest day only, in addition to all other earnings.

(f) If a switchman elects to not work on his rest days to make up for a lost work day and is subsequently called from the 11 D List to work, then he works at the straight time rate of pay since this would be his fifth day of the work week.



## Article 8

(12) If an employee voluntarily relinquishes rest days to exercise seniority on a ATSF allocated assignment in the Bid/Bump System and is subsequently displaced, said employee may exercise his seniority and return to rest days under the Daily Mark Up System and will be allowed to exercise seniority to any rest days being held by a junior employee.

(13) If a regular yardman is mismarked, through no fault of his own, resulting in his working a different job on the same shift that his seniority entitled him to, he shall be allowed a two-hour penalty. If a mismark results in a regular yardman working a job on a different shift or not working at all that date, he shall be allowed a day at the rate of the job to which his seniority entitled him to work that day.

(14) It is understood that the mismark penalty will not apply as long as an employee is not marked to another assignment.

(15) A regular yardman who is mismarked to work on a different shift and subsequently lays off under proper agreement will still be entitled to the penalty.

## 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.

Article 8 cont:

(2) 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.

(3) 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.

(4) 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) When changing off where it is the practice to work alternately days and nights for certain periods;

(2) Where exercising seniority rights from one assignment to another;

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).

## Article 9

(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.

See Memorandum of Agreement dated May 19, 1978  
between Vice President Elterman and General  
Chairman Cantrill, Appendix No. 32.

### ARTICLE 9 EXTRA MEN: FIRST IN, FIRST OUT

(a) At the Consolidated Kansas City Terminal a yard guaranteed extra board will be maintained and extra helpers shall be used first in, first out, one shift at a time. The time of coming off duty on the previous shift to establish standing on board for further service. The work week of this extra board will be Monday through Sunday. This extra board will only be regulated, per formula (total vacancies the previous 7 days divided by 5, rounded up), on Mondays, at 8:00 a.m., with all changes effective on the 10:00 a.m. marking of the extra board.

Article 9 cont:

(b) An extra board day shall be the calendar day, the twenty-four hour period from 12:01 a.m. until 12:01 a.m. the next day. All third shift vacancies which occur before 12:01 a.m. of the next day shall be filled from the extra board of the same calendar day as than on which the assignment commenced work. All extra jobs, work extras or other work of such nature called with starting time pursuant to Article 4 prior to 12:01 a.m. shall be filled from the extra board of the prior date. All vacancies on third shift assignments which occur at or after 12:01 a.m. of the date following that on which the assignment went on duty shall be filled from the extra board of the calendar date on which they occur.

(c) If an extra yardman misses a call during the regular calling time bracket (calling time brackets are 4:30 a.m. to 6:30 a.m.- 12:30 p.m. to 2:30 p.m.- and 8:30 p.m. 10:30 p.m.) he shall be held off the extra board until 11:59 p.m. the same day. An extra yardman missing a call during regular calling hours will have his guarantee reduced in accordance with applicable agreement. Correspondingly, if an extra yardman is called outside the calling time bracket and he cannot be reached to accept the call, he shall retain his position on the extra board. It is understood that an extra yardman called for a vacancy outside the regular calling brackets will not be entitled to a full two-hour call but must report for duty as soon as possible. It is also understood that an extra yardman missing a call outside the regular calling brackets will not have his extra board guarantee reduced or otherwise affected whatsoever as a result.

(d) In the event two or more assignments have the same starting time, they shall be identified by name and number and the first out extra yardmen will be used on known vacancies arising at the time and will be given choice of assignment. However, there shall be no penalty to the Carrier, if the first out man on the extra board is notified to fill a vacancy and subsequently a second vacancy arises on a different job, which the first out man may have preferred, but since he has already been notified on the first vacancy, the next man is called for the second vacancy. When engines are manned by two extra employees, the senior qualified employee, by his hire date, shall have choice of foreman or helper position on the engine.

(e) The filling of temporary vacancies is as follows:

- (1) Call appropriate first out rested switchman on the guaranteed yard extra board.
- (2) Call off-in-force employee with a form on file.

Article 9 cont

(3) Call senior yardman (regular or extra board man with 5-days in will be considered as the same) on rest day, with request for such service, unless it would prevent his working his regular assignment on the following day. Yardman must be headquartered at Kansas City. When filling vacancies using yardman on rest days, the following respective procedures will apply:

(a) ATSF allocated assignment;

1. Senior ATSF (pre 9/22/95)
2. Senior BN (pre 9/22/95)
3. Senior BNSF (post 9/22/95)

(b) BN allocated assignment;

1. Senior BN (pre 9/22/95)
2. Senior ATSF (pre 9/22/95)
3. Senior BNSF (post 9/22/95)

(4a) Double over employee, with in line starting time, for four (4) hours, offered in seniority order. Employee has right of refusal.

(4b) Call in employee, with in line starting time, four (4) hours early, offered in seniority order. Employee has right of refusal.

(5) Canvass reserve board employees with request on file for such service. Employee has right of refusal.

(6) Call first out yardman working Hostler Extra Board.

Note: (a) Employees used in Steps 2 through 6 will be in accordance with the Consolidated Kansas City Yard Job Allocation Table.

Note: (b) Example of in line starting time in paragraphs 4a and 4b; Under paragraph 4a, a vacancy exists for 2:30 p.m., double over an employee from a 6:30 a.m. assignment for four (4) hours. Under paragraph 4b, fill remaining four (4) hours by calling in an employee early from a 10:30 p.m. assignment.

ARTICLE 10  
CALLING CREWS

(a) Except at points where otherwise specifically agreed to, customary calling time of two (2) hours prior to the on-duty time will be recognized.

(b) 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.

(c) 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.

(d) 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. For application of this paragraph, see Appendix No. 33.

(e) 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, and will be placed at the bottom of the extra board at the time released.

(f) Pay of yardmen shall continue until they return to the point at which they started work.

(g) Yardmen assigned to other than their regular duties will be paid the established rate for the service performed, but in no case shall a yardman so assigned be paid less than he would have earned had he remained on his regular assignment.

Article 11

ARTICLE 11  
GUARANTEED EXTRA BOARD

(a) Yardmen standing for service on the extra board for the entire week will be compensated for not less than five (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

(b) (1) Yardmen, who are not on the extra board for the entire work week will be guaranteed one-seventh of an amount equal to five times the current foreman rate, subject to all future wage increases, for each full calendar day assigned to the extra board, exclusive of personal lay offs.

(2) A single consolidated BNSF Consolidated Kansas City Terminal yard extra board will be established. The allocation of the extra board will be on the percentage basis of 44.3% BN and 55.7% ATSF in accordance with the BNSF Kansas City order of Selection List.

(3) The yardmen's guaranteed extra board will be regulated on Monday. To determine the number of employees to be assigned to the extra board, the total number of vacancies filled during the preceding seven (7) calendar days will be divided by five (5) to determine the highest whole number. This number will be maintained until the next checking period. No one will be bumped off the extra board when yardmen exercise seniority to the extra board from regular positions in the Kansas City yard. Employees reduced from the yardmen extra board must exercise displacement rights within 48 hours of the reduction notification.

(4) 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.

(5) The yardmen's guaranteed extra board will be regulated on Monday. When the board calls for an increase and there are no written requests on file from employees, not OIFR, then the appropriate number, in seniority order, of OIFR employees will be recalled until the appropriate number of OIFR employees report and mark to the extra board.

(6) 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.

Note: No regular or extra yardman's guarantee will be offset by earnings in another grade of service. (e.g. extra yardman used as conductor, engineer, brakeman or hostler - yardman's guarantee is not offset by earnings received when used as conductor, engineer, brakeman or hostler in emergency.)

## ARTICLE 12 YARDMEN DISABLED

A yardman injured while on duty will receive not less than a minimum day's pay. A yardman taken sick while on duty will receive pay for the actual time worked.

## 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.



## Article 14

(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

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

(a) Yard Service - A yard 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 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 foreman 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 Article 4(m) of the Conductors' and Trainmen's Agreements. 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 effect 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.

# From Letter Agreement dated July 28, 1978, Vice President Elterman to General Chairman Cantrill.

Section 2. Not Applicable

Section 3. Except under the conditions herein specifically prescribed, operating employee 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. Every employee deprived of employment as the immediate and proximate application of this rule, shall be entitled to the schedule of allowances set forth in Section 7(a) of the Washington Agreement of May 21, 1936; or to the option of choosing the lump-sum separation allowance set forth in Section 9 of said Agreement. In addition to the foregoing, employees who do not elect to accept the lump-sum separation allowance set forth in Section 9 of said Agreement, if qualified, may elect within one year from the date of their furlough to prepare themselves for some other occupation for which training is available (of the type approved by the Veterans Administration under the Veterans' Readjustment Assistance Act of 1952), with the carrier paying 75 per cent of the tuition costs of such training for a period not exceeding two years. Whenever and to the extent that the United States Government makes provisions for retraining out of public funds, the obligation of the carrier shall be reduced correspondingly. Those employees who elect to accept the lump-sum separation allowance set forth in Section 9 of the Washington Agreement of May 21, 1936 will not be entitled to retraining benefits.

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 employee where not now required.

From Article III - National Agreement of June 25, 1964.

Article 15

ARTICLE 15  
SENIORITY

(a) The seniority rights of yardmen will date from the time they enter the service. The right to preference of work will be governed by seniority in service.

(b) 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.

(c) Except as provided in Dual Seniority Agreement, yardmen shall have no rights in road service. When road forces are exhausted and yardmen are used in road service they will be paid under road service rules at yard rates.

REDUCTION AND INCREASE IN FORCE

(d) In force reduction the youngest switchman in seniority will first be cut off and so on in turn according to their seniority. (See Article 11(b4))

(e) When force is increased switchmen cut off will be recalled in seniority order (oldest first) and will retain their original seniority date and standing provided they report for duty within thirty (30) 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 to the Local Chairman.  
(See Article 11(5))

(f) Cut-off men are required to keep the employing officer informed of their current address; failure to report for duty within the time designated in the preceding paragraph will result in forfeiture of their seniority.

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

(a) Pilots, flagmen, pilot bleeders and engine herders shall receive foreman's rate of pay.

(b) When a pilot, flagman, 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, assignment must be worked for at least one work week prior to any abolishment and shall be manned in accordance with the appropriate schedule rules.

INCIDENTAL PILOT HERDER SERVICE

(c) 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.

FILLING VACANCIES OF PILOT, FLAGMAN,  
PILOT BLEEDERS OR ENGINE HERDERS

(d) Extra or unassigned pilot, flagman, 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) 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, flagman, pilot bleeder or engine herder assignment to be protected.

(2) From the controlling extra board.(See Article 9e)

PROTECTING ENGINE  
FOREMAN VACANCIES

(e) 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 assigned on the assignment where the vacancy occurs, has right of refusal.

(2) From the controlling extra board.(See Article 9e)  
Article 17-18-19

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

(1) The junior qualified foreman working as a helper or on the Extra Board is forced assigned.

Note: If force assignment would require an employee to lose time, said employee would not be force assigned, but rather the vacancy will be readvertised.

(g) At any time a junior unassigned qualified foreman becomes available at the point, if the man assigned under (f)1 hereof so desires, the job shall be advertised, and when filled he may exercise his full seniority rights.

#### ARTICLE 17 ASSIGNMENT GUARANTEE

When a regularly assigned yardman is available and works 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 supercede 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 law and their pay will begin at their established starting time. Yardmen held off regular assignment for the entire shift account not rested to commence work at starting time will be paid the amount the yardman would have earned for the date held off.

Yardmen released under the Hours of Service Law will be allowed continuous time until they reach their off duty point. (From Letter Agreement dated December 5, 1973, between General Managers Briscoe and Stuppi and

ARTICLE 20  
FIVE-DAY WORK WEEK

Section 1: 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.

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 Monday.

Section 3:

(a) When service is required by the carrier on days off of regular assignments, it may be performed by other regular assignments, by regular relief assignments, or by extra employees when not protected in the foregoing manner. 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.

(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.

(c) After the starting times and days of service have been established, changes therein may be made only in accordance with Article 4(a).

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

Article 20 cont:

- (e) Regular relief assignments for yard crews will be established for the crew as a unit.
- (f) Representatives of the carrier and of the employees will cooperate in designating days off of assignments.
- (g) 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: This section applies to Daily Mark only.

- (a) On properties where men hold seniority in both road and yard service and work from common extra boards protecting both classes of service, such extra boards will be separated except as otherwise provided in the Note following this Section 4. On these properties separate extra boards covering road and yard service respectively will be established and regulated in accordance with applicable rules on the individual properties consistent with service requirements. Employees on common extra boards which are separated will exercise their choice to work on either the road or yard board in accordance with their seniority rights.
- (b) Employees selecting yard extra boards will remain on same for at least seven calendar days, except when cut off by reduction in force, when required to protect their seniority as yardmasters, or when they bid in a regular assignment in yard service as hereinafter provided.
- (c) Regular or extra yard service employees bidding into road service, regular or extra, will not be permitted to work in road service other than as provided in the following paragraphs until the expiration of their work week in yard service. Employees on the yard extra board bidding in regular or regular relief assignments in yard service or employees on strict seniority or mark-up boards exercising seniority to different "days off" periods will be governed by the provisions of Section 11 of this Article 3.

Article 20 cont:

(d) Employees selecting yard service under this Section 4 will be considered as not available for road service during any work week except as provided herein. Where one of the boards becomes exhausted, employees on the other board may be used for work ordinarily falling to men off the exhausted extra board except on Holidays, and will be considered as still attached to the board of their selection. Such employees will be compensated for each tour of service on the basis of payments as provided for by rules in effect on the various properties covering service performed from common extra boards.

(e) Rules relating to the exercise of seniority will be relaxed to the extent necessary to comply with this Section 4.

Note: In instances where because of the limited amount of work involved separation of such boards is not practicable, the matter shall be negotiated between representatives of employees and representatives of management on individual properties and reasonable arrangements entered into looking to the maintenance of common boards.

Section 5: Extra or unassigned employees may work any five days in a work week and their days off need not be consecutive.

Section 6:

(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 or be compensated under Article 17.

(b) Any yard service employee or employees who do not place themselves on a regular job or assignment on the day or days their job or assignment is annulled, may mark to the extra board and be placed thereon, in addition to the employees already on the extra board.



Article 20 cont:

(c) In the 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 do not 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 that such yard service employees are used from the extra board in accordance with rules in effect on the property and 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 7: 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 provisions of Section 3 shall be paid for at the straight time rate.

Section 8:

(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.

Article 20 cont:

(b) An employee on a regular or regular relief assignment in 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.

(c)

1. 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.

2. 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 Monday in which the change is made.

(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 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 9: 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.

Article 21-22

Section 10: The parties hereto having in mind conditions which exist or may arise in the Kansas City yards 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 RIGHTS

The Seniority of Yardmen working in the Kansas City Consolidated Yard is as per the provisions of BNSF Merger Implementing Agreement Number 4.

ARTICLE 22  
COUPLING HOSE, CHAINING CAR,  
AIR TEST, HANDLING ETM/ETD

(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) It is agreed that yardmen shall not be required to perform this work in paragraph A above, on cars other than those handled or to be handled by the engine with which they are working. The special allowance of two (2) hours pay at respective rates will be paid separate and apart from the work day and shall not be considered in arriving at overtime rate.

(c) 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.

(d) Air hose pay in the amount of \$10.00 will be automatically allowed to each member of any and all yard crews (including single employee positions such as pilots, engine herder, flagmen, bleeders, etc.) per tour of duty. It will no longer be necessary to make claim for the air pay allowance under the remarks section of the crew(s) working ticket.

(e)

1. When a yardman handles one or more ETDs/ETMs during a tour of duty, the crew (both pre and post 1985 employees) will be paid two (2) hours 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 former BN crews for handling ETD's/ETMs.

#### WORK, WRECK, AND CONSTRUCTION TRAIN SERVICE

1. A crew in exclusive work, wreck or construction train service will be allowed wayfreight (local) rates of pay.

2. A crew in other than exclusive work, wreck or construction train service used to perform work, wreck or construction train service will be allowed pay for all time consumed at wayfreight (local) rates, with a minimum of 25 miles or two hours as an arbitrary, independent of time or mileage which may accrue under the rules for their programmed day or trip and without deduction therefrom.

3. A crew in exclusive work, wreck or construction train service used to handle other than their own equipment and/or other equipment used in construction service, including maintenance of way outfit cars after the close of their regular day's work will be paid time or miles, whichever is the greater, in such service, with a minimum of 100 miles or 8 hours on the basis of a new day or trip at rates applicable to the service performed.

4. A crew used to handle other than its own equipment and/or other equipment used in construction service, including maintenance of way outfit cars, prior to entering exclusive work, wreck or construction train service, will be paid time or miles, whichever is greater, in such service, with a minimum of 100 miles or 8 hours, on the basis of a separate day or trip at rates applicable to the service performed.

Article 22 cont:

5. A crew in exclusive work, wreck or construction train service used during the course of their day's work to perform other service, handle other than their own work equipment and/or other equipment used in construction service, including maintenance of way outfit cars, and later returned to their exclusive work, wreck or construction train service will be allowed pay for all time consumed at wayfreight (local) rates, with a minimum of 25 miles or 2 hours as an arbitrary, independent of time or mileage which may accrue under the rules for their programmed day or trip without deduction therefrom.

Note: Crews used in wrecking service will be considered as handling their own equipment when handling and moving the cars contained in the wrecked or derailed train other than those which are moved by other crews clearing the obstructed line.

This agreement shall become effective April 12, 1949, and remain in effect until changed in accordance with Section 6 of the Railway Labor Act as amended, by the serving of a 30 day notice by any one of the parties on each of the other parties signatory hereto.

Signed at Chicago, Illinois, this 13th day of April 1949. (Signatures not reproduced)

T-2-M-1 1 0

Chicago, August 10, 1950

T-2-M-1 1 0

Messrs.

C.H. Atkins, General Chairman, BLE, Aurora, 111.

V.E. Secrest, General Chairman, BLF&E, Chicago, Ill. F.L. Smith, General Chairman, ORC, St. Joseph, Mo. V.R. Roberts, General Chairman, BRT, Creston, Iowa

Gentleman:

Referring to discussion at conference today, in regard to pending claims involving the proper interpretation to be placed upon the provisions of Memorandum of Agreement dated April 13, 1949, as such agreement pertains to: (1) loading and/or unloading of Company supplies and (2) the re-railing of cars or locomotives where certain incidental service is performed by other than the members of the train and engine crew filing such claims.

It is agreed that pending claims involving the loading and/or unloading of Company kerosene, Company gasoline, and Company station coal, will be withdrawn on the premise that this work is not in the category of work train service within the meaning of the Agreement of April 13, 1949.

Claims involving the re-railing of derailed cars and/or locomotives when retailers and/or blocking are placed by other than the train or engine crew (including yard crews) will be allowed on the premise that such work is wrecking service within the meaning of Section 2 under the caption, "Work, Wreck and Construction Train Service" of the Agreement of April 13, 1949.

If the foregoing is acceptable to you, will you please so indicate by affixing your signatures in the space provided therefor at the lower left-hand corner of this communication.

Yours truly, (Signatures not reproduced)

Letter Agreement between J.E. Wolfe for the BN and Vice Presidents W.M. Dolan (BRT); F.L. Smith (ORC); J.L. Witherspoon (BLF&E); P.C. Southworth (BLE).

Gentlemen:

Referring to discussion at conference several days ago, concerning Case 396-E, claim of H. Wehrer, Locomotive Engineer, Omaha Division, for payment of a minimum day in yard service November 1, 2 and 6, 1945.

We will agree to apply that section of agreement dated April 13, 1949, which is captioned, "Work, wreck and construction train service", when yardmen are required to perform such service provided it is definitely understood that:

The placing of a car or cars for loading or unloading and the removal of such cars when the crew (either yard or road) does not remain with the car or cars while the loading or unloading process is carried on, does not constitute work, wreck or construction service within the meaning of the agreement of April 13, 1949.

If you will affix your signatures in the space provided therefor at the lower part of this letter, it will indicate its acceptance for the four organizations parties to the agreement of April 13, 1949, and thereupon instructions will be issued to dispose of disputes in Case 396-E and other similar pending claims, if any, under the provisions of sub-section 2 of said agreement of April 13, 1949.

Yours truly, J.E. Wolfe  
(Signed and Accepted)

Article 22 Cont.

Letter Agreement between J.E. Wolfe (BN) and General Chairman V.R. Roberts (BRT).

Dear Sir:

Referring to discussion in regard to provisions of the April 13, 1949, agreement pertaining to lapbacks, doubling of hills and performance of work, wreck and construction service enroute, with particular reference to the provisions of said agreement which, if interpreted literally, would require the payment of way freights rates to yardmen.

This will confirm the understanding we recently reached to the effect that wherever the agreement specifies that way freight rates are to be applied, it is understood that when such provision is applied to yardmen, the yard rates will be applied rather than way freight rates.

Will you please acknowledge receipt.

Yours truly, J.E. Wolfe  
(Signed and accepted)

### 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 deadheaded 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.

For New Employees  
Post November 1, 1985

(b) Compensation on a minute basis, at the basic rate applicable to the class of service in connection with which deadheading is performed, shall be allowed. However, if service after deadheading to other than the employee's home terminal does not begin within 16 hours after completion of deadhead, a minimum of a basic day at such rate will be paid. If deadheading from service at other than the employee's home terminal does not commence within 16 hours of completion of service, a minimum of a basic day at such rate will be paid.



(c) A minimum of a basic day also will be allowed where two separate deadhead trips, the second of which is out of other than the home terminal, are made with no intervening service performed. Non-service payments such as held-away-from-home terminal allowance will count toward the minimum of a basic day provided in this Section 2(b).

(d) 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

Section 1: 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.

Section 2: Yard Crews may perform the following work outside of switching limits without additional compensation except as provided below:

- (a) Bring in disabled train or train whose crews have tied up under the Hours of Service law from locations 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.

Article 24 cont:

Note: For performing the service provided in (a) and (b) above, yard crews shall be paid miles or hours, whichever is the greater, with a 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 of switching limits. This allowance shall be in addition to the regular yard pay and without any deduction therefrom for the time consumed outside of switching limits. Such payments are limited to employees whose seniority date in a craft covered by this Agreement precedes the October 31, 1985 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 this 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.

Section 3: For the purpose of applying Paragraphs (b) and (c) of this Article 24, Section 2 the limit zones are:

STATION SUBDIVISION      20-MILE LIMIT      25-MILE LIMIT

ILLINOIS DIVISION

Argentine                      Marceline (Fourth)      MP 425.0                      MP 420.0

KANSAS CITY DIVISION

Argentine	Emporia(Second)	MP 29.0	MP 34.0
Argentine	Topeka (First)	MP 15.6	MP 20.6
Argentine	Marceline (Fourth)	MP 425.0	MP 420.0
Kansas City	Ft Scott	MP 26.0	MP 31.0
Kansas City	St Joseph	MP 21.0	MP 26.0
Kansas City	Brookfield	MP 201.5	MP 196.5

Section 4: Incidental Work

(a) Road and 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.

## Article 25

(b) Road and yard employees in engine service and qualified ground service employees may perform the following items of work in connection with their own assignments without additional compensation:

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

## ARTICLE 25 SWITCHING LIMITS

(a) The employee 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)\*\* Except as provided in Paragraph (d) hereof, 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.

(c)\*\* 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.

(d)\*\* Where, after the effective dates of the 1951 and 1952 Agreements, an industry locates outside of switching limits at points where yard crews are employed, the carrier may provide switching service to such industries with yardmen without additional compensation or penalties therefor to yard or road men, provided the switches governing movements from the main track to the track or tracks serving such industries are located at a point not to exceed four miles from the switching limits in effect as of the date of this Agreement. Other industries located between such switching limits and such new industries may also be served by yardmen without additional compensation or penalties therefor to road or yard men. Where rules require that yard limits and switching limits be the same the yard limit board may be moved for operating purposes but switching limits shall remain unchanged unless and until changed in accordance with rules governing changes in switching limits.

(e)\*\* The yard conductor (foreman) or yard conductors (foremen) involved shall keep account of and report to the carrier daily on form provided the actual time consumed by the yard crew or crews outside of the switching limits in serving the industry in accordance with this Paragraph (c) and a statement of such time shall be furnished the General Chairman or General Chairmen representing yard and road crews by the carrier each month. Unless some other plan for equalization of time is agreed to by the General Chairman or General Chairmen representing yard and road crews, the carrier shall periodically advertise to road service employee the opportunity to work in yard service, under yard rules and conditions, on assignments as may be mutually agreed upon by the local representatives of the employee involved, for a period of time sufficient to offset the time so consumed by yard crews outside the switching limits. In the event such local representatives fail to agree, the carrier will designate such assignments but shall not be subject to penalty claims because of doing so. Such equalization of time shall be apportioned among employees holding seniority as road conductors or road brakemen in the same ratio as the accumulated hours of yard conductors (foremen) and yard brakemen (helpers). In the event no road employee elects to bid on the accumulated equalizing hours within the bulletined period such accumulation of equalizing hours will be considered forfeited and a new accumulating period shall commence.

## Article 26

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

(g) The foregoing is not intended to amend or change existing agreements involving predominantly full-time switching service performed solely by road crews at industrial parks located within the 4-mile limit referred to in Section 2 hereof that have been negotiated on individual properties since the National Agreements of 1951 and 1952. (See Appendix No. 34 for application.)

### ARTICLE 26 MEAL PERIODS

(a) Yard crews will be allowed twenty minutes for lunch between 4 1/2 and 6 hours after starting work, without deduction in pay. The lunch period must be given and completed within 4 1/2 and 6 hours.

(b) Yard crews will not be required to work longer than 6 hours without being allowed 20 minutes for lunch, with no deduction in pay or time therefor.

(c) When yard crews are not granted meal period within the hours specified in this Rule, they will be allowed an additional 20 minutes at the overtime rate of pay. If the second meal period is not granted within the time specified in said rules, yard crews will also receive an additional 20 minutes at overtime rates.

It is understood that in computing the time when the second meal period becomes due under the rules, if the first meal period was taken after 6 hours, it will be considered that the first meal period was completed at the end of the 6 hours. In other words, a second meal period must be allowed when a crew has worked 11 hours and 40 minutes if second meal period not yet afforded.

In those cases where a second meal period becomes due under the rules, it is understood that supervision will see that they consult with the yard crew in arranging the second meal period and if they want to take it rather than working through, it should be arranged in a place where they can secure food.

NOTE: Payments required under this rule will be made in line with the current practice under the BN Rule.

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

Section A: General Requirements

1. An employee shall not be discharged, suspended or otherwise disciplined without just cause and without a fair and impartial hearing, except that an employee may waive a hearing in accordance with Section B(2) of this Article.
2. 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.

Section B: Formal Hearing

1. Notice of Hearing

(a) An employee directed to attend a formal hearing to determine the employee's responsibility, if any, in connection with an occurrence or incident shall be notified in writing by certified mail, return receipt requested, to the last known address within a reasonable period of time but not to exceed ten (10) days from the date of occurrence, or where the occurrence is of a nature not immediately known to the employee's supervisor(s), from the time they first have knowledge thereof. The notice shall contain a clear and specific statement of the date, time, place, rule and nature of the occurrence or incident that is to be the subject of the hearing. The notice shall be sent in duplicate in order that the employee may transmit a copy to the employee's representative if the employee desires.

Note: This rule does not preclude delivery of the notice at reasonable times by a carrier representative. Such delivery at the employee's home shall be made only when other means of delivery are not practicable.

Article 28 cont.

(b) The notice shall state the date, time and place the hearing is to be held which shall not be less than five (5) days after the date of notification or more than ten (10) days after the date of notification unless otherwise agreed to.

(c) The Carrier will have the responsibility of producing sufficient witnesses to develop the facts concerning the incident or occurrence being investigated and the notice of hearing shall include the name of each person receiving the notice and the names of all witnesses known at the time of the notice that the carrier intends to have in attendance at the hearing. The employee or the employee's representative may bring to the attention of the responsible carrier official the name or names of other witnesses who may provide material facts.

(d) The notice shall inform each employee so notified of the right to representation and to bring in witnesses.

(e) If an employee who is to receive a notice of hearing will not be permitted to exercise the option under Section B(2) of this Article, the notice of hearing shall so specify.

2. Waiver of Hearing

(a) An employee who has been notified to appear for a hearing shall have the option, prior to the hearing, to discuss with the appropriate carrier official, either personally, through or with the employee's representative, the act or occurrence and the employee's responsibility, if any.

(b) If disposition of the charges is made on the basis of the employee's acknowledgment of responsibility, the disposition shall be reduced to writing and signed by the employee and the official involved and shall incorporate a waiver of hearing and shall specify the maximum discipline which may be imposed for employee's acceptance of responsibility.

Disposition of cases under this paragraph:

(a) Shall not establish precedents in the handling of any other cases.



(b) No minutes or other record will be made of the discussions and, if the parties are unable to reach an agreed upon disposition on this basis, no reference shall be made to these discussions by either of the parties in any subsequent handling of the charges under the discipline procedure.

3. Postponements of Hearing

(a) Consistent with the provisions of Section A. 1 for a fair and impartial hearing, postponements of the formal hearing may be requested by either party on reasonable grounds and consent shall not be unreasonably withheld.

4. Conduct of Hearing

(a) The hearing shall be conducted by an officer of the employing carrier who may be assisted by other officers. If practicable to do so, the hearing shall be held at the home terminal of the employee involved or in the case where more than one employee is involved at the home terminal of the majority of the employees.

Note: When another carrier is involved, this will not preclude an officer of that carrier from conducting the hearing or assisting in the hearing recognizing, in any case, that there shall be only one presiding (hearing) officer.

(b) The employee shall have the right to be represented at the hearing by an employee or an organization representative of the employee's own choosing. The employee and/or the employee's representative shall have the right to introduce witnesses in the employee's behalf, to hear all testimony introduced, and to question all witnesses.

(c) An employee's personal service record will not be included in or referred to in the hearing or in the transcript of the proceedings of the hearing. The employee's personal record may be taken into consideration in assessing the amount of discipline imposed, if any.

(d) If the formal hearing is not held within the time limits specified in Section B. 1(b), the employee will not be disciplined, will be paid for all time lost, and no disciplinary entry will be made in

the employee's personal service record.

Article 28 cont.

(e) The employee and witnesses will be permitted time off if requested in order to have sufficient rest prior to and following the hearing.

#### Section C: Transcript of Hearing

1. It is recognized that the Carrier is responsible for ensuring that an accurate transcript of the hearing proceedings is made. However, this will not preclude the employee or employee's representative from making a record of the proceedings for their own use.

2. If, during the hearing, a partial transcript is made prior to conclusion of the hearing such partial transcript will be made available to the employee and employee's representative upon request. If electronic recording devices are used and recordings are available for review by carrier officials, they also shall be made available upon request for review by the employee and employee's representative at the appropriate carrier facility.

3. In any cases where discipline is assessed, or in cases where discipline is not assessed but nevertheless there is a transcript, copy of the transcript will be furnished to the employee and the employee's representative promptly upon request.

#### Section D: Hearing Decision

1. If the formal hearing results in assessment of discipline, such decision shall be rendered within fifteen (15) calendar days from the date the hearing is concluded, and the employee will be notified in writing of the reason therefore by certified or registered U. S. mail with additional copy provided for the employee representative.

Note: This rule does not preclude delivery of the decision at reasonable times by a carrier representative. Such delivery at the employee's home shall be made only when other means of delivery are not practicable,

2. If the hearing does not result in discipline being assessed, any charges related thereto entered in the employee's personal service record shall be voided.

#### Section E: Compensation for Attending Hearings

1. Witnesses, as referred to in Section **B. 1. (c)**, who are

directed by the carrier to attend a hearing, shall be compensated for all time lost  
Article 28 cont.

and, in addition, will be reimbursed for actual, reasonable and necessary expenses incurred for each day of the hearing. Where no time is lost they will be paid for actual time attending the hearing, with a minimum of four (4) hours, to be paid for at the rate of pay applicable to the last service performed.

2. When an employee involved in a formal hearing is not assessed discipline, the employee shall be compensated for all time lost. In addition, the employee will be reimbursed for actual, reasonable and necessary expenses incurred for each day of the hearing. Where no time is lost the employee shall be paid for actual time attending the hearing with a minimum of four (4) hours for each day of the hearing, to be paid for at the rate of pay applicable to the last service performed.

#### Section F: Time Limit on Appeals

1. The Time Limit on Claims Rule (Article 33 of this Schedule) between the parties hereto, insofar as it applies to the presentation and appellant handling of discipline, shall apply.

### 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.

### JURY DUTY

(c) When an employee is summoned for jury duty and is required to lose time from his assignment as a result thereof, he shall be paid for actual time Article 29 cont.

lost with a minimum of a basic day's pay at the straight time rate of his position for each calendar day lost less the amount allowed him for jury service for each such day, excepting allowances paid by the court for meals, lodging or transportation, subject to the following qualification requirements and limitations:

1. An employee 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 shall 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 as to which the employee 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, 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 or Federal Commission, 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.

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

(d) 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.

### EDUCATIONAL LEAVE

(e)

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.

### LAY OFF ACCOUNT ILLNESS OR INJURY

(f) 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 in 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 in 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 in his behalf within the period specified. Any doctor's letter of recommendation

which does  
Article 30 cont:

not contain a specific period of time will be limited to 45 days from date of issuance.

(g) In each instance when, in the attending physician's opinion, an employee is unable to return to unrestricted service, another recommendation must be presented in 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 absence 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.

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

(From Memorandum of Agreement dated November 10, 1977, as amended by better Agreement dated June 19, 1978.)

#### BEREAVEMENT LEAVE

(i) Bereavement leave, not in excess of three calendar days, following the date of death, will be allowed in case of death of an employee's brother, sister, parent, child, spouse, or spouse's parent. Employees involved will make provision for taking leave with their supervising officials in the usual manner.

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

(j) 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.

ARTICLE 31  
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 32

ARTICLE 32  
APPLICATION FOR EMPLOYMENT

(a)\*\*\*\*Applications for employment will be rejected within eight (8) Calendar weeks after seniority date is established, or applicant shall be considered accepted. Applications rejected by the carrier must be declined in writing to the applicant.

Note: 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.

(From side letter No, 7 of the October 18, 1994 Memorandum of Agreement)

(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 timely knowledge of it.

PERSONAL RECORDS

- (c)
1. A transcript of record of yardmen is to be maintained in the Superintendent'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.



## EMPLOYEE INFORMATION

2.\*\*\* 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 employee's 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.

## SENIORITY LISTS

(d) Seniority lists of yardmen shall be issued as of January 1 and July 1 of each year; copies thereof shall be furnished Local Chairmen 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.

## CREW BOARDS OR BULLETINS

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

## EMPLOYMENT OF FIREMEN

1. Subject to the provisions of Section (2) hereof and the carriers' legal obligations, in the employment of firemen (helpers) employees represented by the United Transportation Union who have established seniority as conductor (foreman), brakeman (yardman-switchman), hostler or hostler helper (but without seniority as a locomotive fireman) will be considered for transfer to positions of locomotive firemen (helpers) in preference to hiring individuals who have not established seniority with the carrier in any class or craft.

Article 32 cont:

2. Each carrier will establish a procedure which will (a) ensure that such employee have knowledge of fireman (helper) job openings and (b) provide an opportunity for them to apply for transfer to the fireman craft. In selecting an employee from among those making application for a fireman (helper) position, the carrier will take into consideration the relative seniority standing of the applicants and the carriers' physical and other employment standards.

3. An employee accepting transfer to a fireman (helper) position in accordance with this Article 31(f) shall retain his seniority standing and all other rights in train and/or yard service. However, such employee shall be permitted to exercise such rights only in the event he is unable to hold any position or assignment in engine service.

Note: It is understood that employees accepting transfer to fireman between July 7, 1978 and the effective date of this Article will have their seniority preserved as of the effective date of such transfer.

#### LEAVING SERVICE

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

#### SERVICE LETTERS

(h) 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 Division Superintendent, and service letters from other roads shall be returned to them.

ARTICLE 33  
TIME LIMIT ON CLAIMS

(a) All claims (including discipline) must be presented in writing by or on behalf of the employee or employees involved to the officer of the Company authorized to receive same within 60 days from the date of the occurrence on which the claim is based. The date of the occurrence in discipline cases is the date the notification of discipline is received. Claims not allowed must be declined in writing by Carrier officer to the individual claimant(s) or his representative (whichever presented the claim) within 60 days from date same was received, giving the reason(s) for such disallowance. If not so notified the claim(s) shall be allowed.

(b) If a claim(s) (including discipline) is to be appealed, such appeal must be submitted in writing within 60 days from the date of receipt of notice of disallowance from the Carrier. Failing to comply with this provision the claim(s) will be barred. If such appeal is to be declined the representative of the Carrier will have 60 days from date of receipt of such appeal to do so and if not declined to the appellant in writing within that period the claim(s) shall be allowed.

(c) This agreement recognizes the right of representatives of the Organization signatory hereto, to file and pursue claim for and on behalf of the employees they represent.

(d) The General Chairman and/or Local Chairman of the Organization signatory hereto, may amend claim so as to conform with his understanding of the rules pertinent to the issue, provided such claims have been initiated and appealed in accordance with the foregoing provisions of this agreement but he is not authorized to amend claims to include other claimants after 60 days has elapsed from the date of occurrence on which the claim is based.

(e) The procedure outlined in Paragraph (b) shall govern in appeal taken to each succeeding officer except that to the highest designated officer of the Carrier must be taken within 120 days from date of receipt of the declination as outlined in paragraph (b) of this agreement or the claim(s) will be barred. If such appeal is to be declined, the highest designated officer will have 120 days from date of receipt of such appeal to do so, and if not declined to the appellant in writing within that period the claim will be allowed.

Article 33 cont:

(f) The decision of the highest designated officer will be binding unless within one year from date of said officer's written decision proceedings are instituted by the employee or his representative before a tribunal having jurisdiction to dispose of said claim(s). Under these circumstances failure to institute such proceedings will not set a precedent in any way for disposition of other similar claims.

(g) Failure to comply with the time limits specified in this agreement will not set a precedent or waiver of the contentions of either party as to future application of rules regarding similar or identical claims. When U. S. mail is used the postmark date will apply.

(h) Time limits as stated in this agreement may be extended for any case by mutual agreement between the parties.

(i) This agreement does not apply to requests for reinstatement without pay in discipline cases.

#### TIME SLIPS, ADJUSTMENTS OF ALLOWANCES, DETAILS OF PAYCHECKS AND BACK PAY

(j) 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.

(k) 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.

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

(m) 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.

(n) 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 1st and 15th 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 1st and 15th of the month. (From Memorandum of Agreement dated December 20, 1971.)

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

(Pilot and Rider Claims Agreement Appendix No. 35.)

#### ARTICLE 34 ENGINE EQUIPMENT

(a) All engines assigned in switching service shall be equipped with headlights and proper grab irons at both ends. Yardmen will not be required to use engines where 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. Yardmen will not be required to place ice and water on the engine.

#### ARTICLE 35 CABOOSES

(a) Yardmen will be furnished cabooses in transfer service; also on other extended runs justifying having cabooses. A yard crew shall be permitted to switch the caboose required by this rule to the rear end of the train before commencing a transfer or other extended movement. Cabooses will be equipped with stoves, tools, signal appliances, lamps and such other supplies as are required for the service. Present practice of drawing supplies to continue.

Arbitration Board No. 419, Findings and Award, decision rendered by Neutral George S. Roukis, in the matter of arbitration between the Burlington Northern Railroad and the United Transportation Union pursuant to Article X of the 1982 National Agreement will apply.

Article 36-37-38

ARTICLE 36  
LOCKER ROOM AND FACILITIES

(a) Yardmen working in the Consolidated Kansas City Yard 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

(a) 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

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	\$150,000
Loss of Both Hands	\$150,000
Loss of Both Feet	\$150,000
Loss of Sight of Both Eyes	\$150,000
Loss of One Hand and One Foot	\$150,000
Loss of One Hand and Sight of One Eye	\$150,000
Loss of One Foot and Sight of One Eye	\$150,000
Loss of One Hand or One Foot or Sight of one eye	\$ 75,000

"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 \$150,000 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 The Travelers Insurance Company or under any other medical or insurance policy or plan paid for in its entirety by the Carrier.

Article 38 cont:

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 \$150.00 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 \$1,000,000 for any one accident and the Carrier shall not be liable for any amount in excess of \$1,000,000 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 in Case of Accidental Death:

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;



Article 38 cont:

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

It is understood that no benefits or payments will be due or payable to any employee or his personal representative unless such employee, or his personal representative, as the case may be, stipulates as follows:

"In consideration of the payment of any of the benefits provided in Article XI of the Agreement of July, 1968, \_\_\_\_\_ agrees to be governed (employee or personal representative) by all of the conditions and provisions said and set forth by Article XI."

(From Article XI of UTU National Agreement dated July 17, 1968 as amended by Article XIII of UTU National Agreement dated August 25, 1978.)

## ARTICLE 39 TRANSFER AND INTERCHANGE

### Designation of Additional Interchange Tracks

#### (a)\*\*

1. 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.

### Handling of Interchange Movements

2. 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.

Note: See Coyle - Kirkpatrick Letter of Understanding dated 1/31/44, i.e., BNSF yard crews will make their deliveries in foreign line yards on regular receiving tracks designated as such by the foreign line. If the track will not hold entire delivery, BNSF crews will double over the excess cars only. In making deliveries as specified above, they may be required to shove into a partially occupied track; it being understood that a partially occupied track which will not hold entire delivery will only be used when there is no unoccupied regular receiving track in the yard. When delivery is shoved into either an occupied or unoccupied track, it will be shoved only to clear entrance switch thereto.

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.

(b) 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 committees involved with data and other information that will assist in resolution of work equities.

#### 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.

Article 41-42

(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.

See Article 16 of Crew Consist Agreement, Appendix No. 28, for requirements for radio when operating reduced crews.

ARTICLE 41  
EXPENSES AWAY FROM HOME

Note: This subject not applicable at the Consolidated Kansas City Yard account no outlying points are protected by these yardmen.

ARTICLE 42  
HEALTH AND WELFARE

(a) The agreement relating to the establishment and maintenance of a "health and welfare" and "dental" program is not quoted herein, however such agreement will remain in effect in accordance with the terms of any agreements thereto which provide for health and welfare coverage under the National Health and Welfare Plan, and Dental coverage under Aetna Insurance Company Group Policy No. GP-12000.

Article 43

(b) 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 premium normally required of it to the appropriate insurance provider(s) 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.

ARTICLE 43  
WEARING EYE PROTECTION AND  
FOOTWEAR 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 employee 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 American 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 employee.

(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.

Article 43 cont:

(g) The Carrier will provide piano glasses, i.e., non-prescription glasses, at on duty points for employee who have forgotten their glasses, i.e., non-prescription, and those employee 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 employee have not fully complied with the eyeglass program; the safety boot program; the hearing protection program; and the rule prohibiting the wearing of finger rings.

(j) In the future, the Carrier will not be subject to any cost in behalf of any employee other than specifically set forth in Paragraphs (c), (d), (e), and (f) hereof.

September 21, 1981

Mr. M. A. Duke Gen. Chmn.  
United Transportation Union  
697 Midwest building 55101  
St. Paul, Minnesota

Mr. G.D. Hitz, Gen. Chmn.  
United Transportation Union  
10200 W. 44th Ave.  
Wheat Ridge, Colorado 80033

Gentlemen:

In reference to the several conversations we have had In regard to Rule 4 in the now Burlington Northern Safety Rule Book which concerns proper footwear.

I am willing to agree that shoes of the "Wellington Boot" style constitute proper footwear. This willingness is based on the presumption that a shoe of this type, as normal, has a rounded toe, a walking heal with a definite instep notch, has a substantial sole that will resist puncture and that the shoe tops are of substantial leather or leather substitute construction.

This willingness is also conditioned on the understanding that the cowboy boots with pointed toes or tapered heels and the other types of boot or shoe material specifically mentioned rule (sandals, cloth, etc.) may be prohibited so far as our agreements are concerned. It is further understood that any type of footwear must at least have the basic essentials of a substantial sole that will resist puncture, a definite instep-heel notch and substantial upper leather or leather substitute construction materials, but beyond that, I am willing to discuss with you, as the occasion may arise, any further objections that you may have to particular shoe models that the Safety Department may designate as unacceptable for on-duty wear.

If you agree to all of the above recited agreement and understandings, please so indicate by signing the duplicate copy of this letter and return it to me. I will then issue the necessary instructions.

Sincerely,  
/S/  
A.E. Egbers  
Vice President  
Article 43

ACCEPTED:  
/S/  
G.D. Hitz  
General Chairman - UTU

ARTICLE 44  
PERIODIC RE-EXAMINATION ON OPERATING RULES

The operating department Mandatory Rules Class Agreement dated December 14, 1976 is revised in its entirety to provide:

- (a) The Carrier will determine the frequency of the program, i.e., annually, biennial, etc.
- (b) The program for each employee shall consist of oral/visual presentation and multiple choice examination.
- (c) The program for each employee will not exceed eight hours, exclusive of a lunch break consisting of not less than one hour.

Article 44 cont:

(d) Local supervision on each seniority district will schedule conductors/brakemen/yardman rules classes. If there are insufficient volunteers by 1:00 p.m. on the day prior to scheduled class, Carrier may call additional employees between the hours of 1:00 p.m. and 5:00 p.m. and they will be obligated to attend 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. Employees will not be censured or disciplined in any manner for missing a call when called for rules classes.

(e) 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.

(f) The allowance for attending operating rules classes on first attempt will be \$133.35, if there is no time lost. This allowance is subject to subsequent wage increases.

(g) 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.

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

(i) 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 (i).

(j) 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.



(k) If an employee does not comply with the time limits prescribed herein, he will be considered as having failed the examination.

(l) 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.

(m) 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.

(n) A grade of 80% is required for employees promoted to conductor or engineer 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 answer. 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.

From Memorandum of agreement dated May 7, 1990

#### ARTICLE 45 FIREMAN AND HOSTLER'S AGREEMENTS

1. All employees holding seniority as firemen on the effective date of this agreement will be given an election within sixty days of the effective date of this agreement to retain seniority as fireman and forfeit hostler seniority. Employees on authorized leave of absence will have ten days from date of return to duty to make such election. Employees who do not make any election will be considered to have forfeited hostler (except as provided in paragraph 8(b) and (c) herein) and retained fireman seniority.

2. For employees holding UTU represented hostler or hostler helper jobs the elections made under paragraph 1 above will become operative and they will be permitted to relinquish those jobs and their hostler seniority, upon one of the following occurrences:

Article 45 cont:

(a) If promoted to engineer, when next set up to an engineers' working list, but in no event - later than one hundred eighty days from the effective date of this agreement.

(b) If not promoted to engineer, when they successfully complete the engineers' training program, and are promoted, unless at that time there are senior firemen forced assigned to hostler jobs. In such event they will retain hostler seniority until no senior firemen are forced to hostler jobs, but not later than one hundred eighty days from date of entry into engineers' training program.

3. In cases where employees do not hold hostler or hostler helper jobs on the effective date of this agreement, the elections under paragraph 1 will become operative:

(a) For employees in the engineers' training program hostler seniority will terminate upon successful completion of the program, provided there are no senior firemen forced to hostler jobs at that time.

(b) If a demoted engineer is working as a fireman, he will relinquish hostler seniority when next set up to an engineers' working list, but not later than the expiration of one hundred eighty days from the effective date of this agreement.

(c) Employees who are working as engineers will relinquish hostler seniority sixty days after the effective date of this agreement.

4. Nothing herein will preclude the Carrier from hiring hostlers in advance of application of paragraphs 2 and 3 above, in which case the senior firemen at the terminal holding jobs as hostlers who have exercised their option under paragraph 1 above, will relinquish hostler jobs in seniority order on a one-for-one basis and place themselves as firemen at the time the new hostler(s) commences service.

5. Employees who relinquish hostler seniority and firemen employed after the effective date of this agreement will thereafter have no rights or obligation to protect UTU represented hostler or hostler helper jobs except as provided in this agreement. If their services are not required as engineers, they will exercise seniority as road firemen. Where several different road pools and assignments (other than branch line) operate out of the same terminal (source of supply), they may not remain as firemen in the same pool nor on the same assignment over the same territory more than thirty days. Neither will they be permitted to place in a pool or assignment previously worked until after they have worked as trainee, engineer or fireman at some time on every pool and assignment in main line territory operating out of that terminal. They will have an exercise of fireman seniority every thirty days in order to accomplish this purpose. Only when they have completed thirty days over each main line territory as trainee, engineer or fireman out of the source of supply may they exercise seniority to any assignment, including yard firemen.

6. Employees who elect to retain hostler seniority under paragraph 1, and those entering hostler or hostler helper service on or after the effective date of this agreement will be carried on a separate seniority roster and will not establish seniority as firemen except as hereinafter provided. Newly hired hostlers will establish seniority as hostlers in the same manner as provided for firemen in BN Labor Agreement 5/24/77. Hostler seniority districts shall be the same as those presently in effect for firemen. Employees holding seniority as hostlers may be furloughed in force reductions pursuant to existing rules. They will be subject to Article VIII of the National Agreement of August 25, 1978.

7. A hostler may transfer to fireman pursuant to Article VIII of the **UTU** National Agreement of August 25, 1978, and enter the engineers' training program, but if he fails the promotional examinations to engineer, he will forfeit all seniority as fireman. He will be permitted to retain seniority as hostler and will thereafter be considered a hostler fixture. In the application of entry rates, service as both hostler and fireman will be combined.

8.

(a) This agreement will not apply to present employees who are restricted to fireman service.

(b) Firemen may hereafter hold hostler positions by agreement in cases of physical disability.

(c) Firemen who relinquish hostler seniority may exercise fireman seniority to hostling service in the event they would otherwise be furloughed as firemen.

Article 45 cont:

(d) At points where the number of hostler positions is four or less, temporary vacancies on such positions may be filled by firemen pursuant to Article IV, Section 3 of the Manning Agreement of July 79, 1972, but they shall be made whole for any difference of earnings on their regular assignments.

9.

(a) Except as provided in this paragraph (a) or in paragraph 8(d), temporary vacancies for hostlers will be filled from a hostlers' extra list. In the absence of an extra list or when an extra list is exhausted, temporary vacancies may be filled in the following order: (1) senior furloughed hostler, (2) senior available hostler for whom it is a rest day and (3) senior available regular hostler on his workday provided he will not be prevented from working his regular assignment.

(b) Extra boards may be established to protect hostler work and employees thereon will be guaranteed the equivalent of twenty-two days per month at hostler rate. Carrier will have the unilateral right to determine the number of men on such extra boards.

(c) All compensation will be applied against the guarantee provided herein. If an employee is assigned to the extra board for only a portion of the month, his guarantee will be prorated accordingly. If an extra employee lays off or is otherwise not available on any particular day or days, his guarantee will be reduced by one twenty-second or the earnings that would have otherwise accrued to him, whichever is greater, for each such day not available.

10. All existing rules governing rates of pay and Labor Agreement BN 4/27/79B governing working conditions applicable to hostlers apply. In the event of conflict with this agreement, the provisions of this agreement will apply.

This agreement shall become effective on the first day May, 1979

Signed at St. Paul, Minnesota, this 27th day of April, 1979.

BN 4/27/79B

MEMORANDUM OF AGREEMENT  
Between  
BURLINGTON NORTHERN INC.  
And  
UNITED TRANSPORTATION UNION

Pending the conclusion of negotiations for a single firemen's schedule agreement to apply throughout Burlington Northern Inc., and in view of the separate hostler seniority established by BN Labor Agreement 4/27/79A the following provisions are hereby agreed to in order to effectuate a uniform hostler rule:

1. Eight hours or less will constitute a day's work.
2. Hostling - Description.

(a) Hostling of an engine is primarily the preparation and supplying of such an engine, either for entrance upon its trip or shift at the initial terminal, or for its storage or maintenance during the time it is tied up at the final terminal. At the initial terminal, such preparatory work may include, for example, bringing the engine out of the house, placing upon it fuel, water and/or sand, and its placement upon the designated track for delivery to the outgoing crew. At the final terminal, work preparatory to tie-up may include movement of the engine from the designated track to the house on designated track, or supplying it with fuel or water.

(b) Inside hostling includes the movement of engines in and around diesel houses and shops when such movement does not foul the main track. Switching cars of Company material within these confined areas, including placement of such cars for loading and unloading may be performed by hostlers. Outside hostling is the handling of engines between passenger stations and diesel houses or yards on main line tracks.

Note: The rate for outside hostling service applies to all hostlers and outside hostler helpers.

(c) Hostlers and hostler helpers may be required to perform other work in connection with servicing and supplying engines to fill in their day's work.

(d) Road freight crews may be required to handle engines to and from train to ready track and engine house including all units coupled to the operating units, as part of the road trip, paid for as such without additional compensation and without penalty payments to yard crews, hostlers, etc.

Article 45 cont:

(e) Engine crews in yard service may exchange locomotives providing switching is performed with both locomotives and this will not constitute hostling. Yard engine crews may be required, as a part of their yard service, to tow locomotives to and from roundhouse or other confined areas where servicing is performed.

### 3. Hostler Starting Time

Regular hostlers shall have a fixed time for beginning work each day. Such time may vary for each terminal but must be fixed for and posted at each terminal. Should conditions of work to be performed necessitate a change in such hours, the usual notice shall be given. When a hostling assignment's starting time is changed two hours or more, the assignment will be re-bulletined.

### 4. Hostler Lunch Period

Hostlers will be allowed twenty minutes for lunch between four and one-half and six hours after starting work without reduction in pay. Hostlers will not be required to work longer than six hours without being allowed twenty minutes for lunch. The lunch period must be given and completed within four and one half and six hours after starting work.

### 5. Hostler Overtime

Except when changing off, where it is the practice to work alternately days and nights for certain periods, working two shifts to change off; or where exercising seniority rights from one assignment to another or when extra men are required by schedule rules to be used, all the time worked in excess of eight hours' continuous service in a twenty-four hour period shall be paid for as overtime, on the minute basis, at one and one-half times the hourly rate.

### 6. Increasing or Decreasing Hostling Service

(a) A joint check for seven consecutive days will be made on request of the local chairman of the UTU and/or Carrier to ascertain if hostling service should be established, increased or decreased; this not to prohibit the establishment of hostler positions or increasing the number of such positions where, in the opinion of Management, such action is necessary. If the joint check shows that employees other than hostlers are performing hostling service for an average of twenty-five per cent or more of an eight-hour period for seven consecutive days, a hostler shall be assigned. Conversely, if Such check shows hostlers are performing hostling service for an average of less than twenty-five per cent of an eight-hour period for seven consecutive days, a hostler position

may be reduced. Check will be conducted within five days after receipt of request for such a check unless extended by mutual agreement.

(b) For the purpose of applying paragraph (a) of this section, in determining the percentage of time an employee is engaged in hostling service, time will be computed continuously from the time they take charge of an engine at the point where it is left by engine crew until the inbound movement has been completed. Similarly, in the computing of this time where an outbound locomotive is involved, time shall be computed continuously from the time employees take charge of an engine at the point where outbound movement begins until it reaches the point where it is left for the outbound engine crew. Except in connection with the movements hereinabove described, watching locomotives is not "hostling service" within the meaning of this section.

7. Existing agreement provisions applicable to firemen (helpers) shall continue to apply to hostlers and outside hostler helpers except to the extent that they conflict with the provisions of this agreement or Labor Agreement BN 4/27/79A dealing with hostler seniority.

This agreement will become effective on the first day of May, 1979 and will remain in effect until superseded by the new UTU-E-BN Schedule.

Signed at St. Paul, Minnesota, this 27th day of April, 1979.

Mr. M. A. Duke, GC, UTU  
697 Midwest Bldg., St. Paul, MN 55101

Mr. G. P. Schiller, GC, UTU  
697 N. Midwest Bldg., St. Paul, MN 55101

Mr. D. E. Doyle, AC, UTU  
412 Bremer Bldg., St. Paul, MN 55101

Gentlemen:

This refers to our recent discussions concerning the negotiation of a single collective agreement applicable to firemen on the Burlington Northern.

This will record several understandings that we agreed to make effective immediately on the BN.

Article 45 cont.

### Promotion

The following understandings will be incorporated into the Fireman's Seniority

Rule in the new Fireman's Consolidated Schedule:

(a) When an employee hired as a fireman is promoted to engineer ahead of senior fireman, the date he establishes as an engineer will also be assigned to all senior firemen on the same seniority district, upon their successfully passing required examinations for promotion to engineer. (See National Training Agreement Article II,E.)

(b) Article V of UTU-Training Agreement of July 19, 1972, will be controlling in the case of fireman failing to pass final examination, subject also to Article II,D of said agreement.

(c) If a promoted fireman transfers from one **BN** seniority district to another, he will be first employed and used as a fireman so that he does not run around any firemen already employed on that seniority district.

### Hostler Vacancies

It is agreed that Section 8(d) and Section 9 of the hostling agreement signed April 27, 1979, effective May 1, 1979, are amended to read as follows:

8.

(d) At points where the number of hostler positions is four or less vacancies on such positions will be filled by following the steps outlined in Section 9(a) below. If the vacancy cannot be filled by following that order, then it will be filled by firemen pursuant to Article IV, Section 3 of the Manning Agreement of July 19, 1972, but they shall be made whole for any difference of earnings on their regular assignments."

9.

(a) Except as provided in this paragraph (a) or in paragraph 8(d), temporary vacancies for hostlers will be filled from a hostlers' extra list. In the absence of an extra list or when the extra list is exhausted, temporary vacancies will be filled by calling hostlers in the following order:

(1) Senior furloughed hostler,



(2) Senior available regular hostler for whom it is a rest day,

(3) Senior available regular hostler on his workday

provided he will not be prevented from working his regular assignment, and

(4) Senior available hostler who will also work his regular assignment or portion thereof and who will be compensated in accordance with the provisions outlined in letter agreement dated June 2, 1972.

Note (1): The Carrier will have the option of filling or blanking the remaining portion of an assignment under the following conditions:

When a hostler (regular, extra or emergency) reports off, after reporting for duty and commencing work.

Note (2): In accordance with existing rules, Carrier has the right to annul a hostler job by notifying incumbent, and annulment shown on the mark-up board and crew list, not later than close of shift the preceding day.

(b) Extra boards may be established to protect hostler work and employees thereon will be guaranteed the equivalent of twenty-two days per month at hostler rate. Carrier will have the unilateral right to determine the number of men on such extra boards. Employees on extra list will be allowed not less than 8 days' pay on the first half payroll, subject to withholding from a subsequent payroll period if this results in excess guarantee payments.

(c) All compensation will be applied against the guarantee provided herein. If an employee is assigned to the extra board for only a portion of the month, his guarantee will be prorated accordingly. If an extra employee lays off or is otherwise not available on any particular day or days, his guarantee will be reduced by the amount of earnings lost on such days."

Article 45 cont.

### Fireman's Extra Boards

It is agreed that when firemen are, furloughed in a zone of a seniority district as a result of changes in mileage regulation rules, the Carrier will establish a Fireman's Extra Board in that zone under the following provisions:

(a) A Board will be established automatically at any time the number of Firemen exceeds the number of Firemen positions in a zone.

(b) The number of men permitted to mark up on the Board will be equal to the number of Firemen in excess of the number of Firemen positions.

(c) When the Board is established, seniority will be controlling; i.e., the senior Firemen will have preference to assignments including positions on the Board.

(d) Firemen will be required to exercise seniority to available firemen's jobs in the zone where furloughed or in an adjacent zone in the same seniority district if the source of supply for such zone is within thirty miles of the source of supply of the home zone in which furloughed.

(e) These Boards will work on a first-in and first-out basis and will be operated in accordance with the provisions and interpretations previously governing the operation of Extra Boards, except as Modified herein. A man exercising rights to the Board, or a man assigned to the Board who completes a hour of duty in any class of service (including emergency Engineer's service) will be marked up at the foot of the Board.

(f) At any time the number of Firemen positions combined with the number of Firemen on the Board exceed the number of Firemen in a zone, the Board will be reduced by the number in excess by removing the junior Firemen from the extra board at calling time of the open regular assignment that becomes available to them.

(g) Firemen assigned to an extra list under provisions of this agreement will be guaranteed the earnings equivalent of 3,000 miles per calendar month at the through freight rate applicable to locomotives weighing 700,000 to 750,000 lb. on drivers. If a Fireman lays off or misses a call, as Fireman, earnings lost as a result thereof will be deducted from the monthly guarantee.

(h) A Fireman assigned to extra list, other than an extra list protecting only yard work, for less than a full calendar month will be paid for the proportion of 3,000 miles in the ratio that the number of days he is assigned to the extra list bears to the number of days in the calendar month.

(i) If a Fireman's extra list protects only yard service, the guarantee will be reduced to the equivalent of 22 days per month at the 5-day yard rate applicable to locomotives weighing 450,000 to 500,000 lb. on drivers. Sections (g) (last sentence) and (h) (proration) of this Agreement will also be applicable to such an extra board.

Penalty claims allowed for other than the current month will not be charged against guarantee.

(k) Firemen on the extra list will be allowed not less than 800 miles on first-half payroll subject to withholding from a subsequent payroll period if this results in excess guarantee payment.

(l) A Fireman who exercises seniority to or from an extra board or is removed from the board under terms of this Agreement, does not qualify for guarantee on either of such days if he is on the extra board less than a full calendar day on such day.

(m) Firemen on the board who are eligible for a guarantee payment under this Agreement will file one time ticket at the end of the month for the difference between their actual earnings and the guarantee provisions of this Agreement less earnings missed under provisions of this Agreement.

#### Regulation of Mileage

(a) When, from any cause, it becomes necessary to reduce the number of engineers on the engineers' working list on any seniority district, those taken off may, if they so elect, displace any Fireman their junior on that seniority district under the following conditions:

(1) That those Engineers taken off the Engineers' working list have established seniority as firemen in accordance with the Firemen's seniority rule.

(2) That when reductions are made they shall be in reverse order of seniority.

Article 45 cont.

(3) The above will apply when reductions are made in accordance with the following regulation:

(a) Assigned passenger service other than that, covered in paragraph (c) hereof, shall be regulated on the basis of assigning a sufficient number of Engineers so as to provide line mileage within the range between 4,000 and 4,800 passenger miles per month.

(b) If, in assigned passenger service, the adding of another engineer's assignment thereto would have the effect of providing mileage below the range of 4,000 and 4,800 miles, no regulation will be made.

(c) Assigned short-turnaround passenger service, no single trip of which exceeds 80 miles, including suburban and branch line service, shall be regulated on the basis of assigning a sufficient number of Engineers so as to provide total mileage the equivalent of between 4,000 and 4,800 passenger miles per month (includes arbitraries, overtime, constructive and special allowances).

(d) Assigned freight service shall be regulated on the basis of assigning a sufficient number of Engineers so as to provide line mileage within the range between 3,200 and 3,800 miles per month.

(e) If, in assigned freight service, the adding of another Engineer's assignment thereto would have the effect of providing line mileage below the range of 3,200 and 3,800 miles, no regulation will be made.

(f) Engineers used in combination (passenger and freight) service will be permitted to make the equivalent of 3,800 line miles in freight service. Passenger miles will be decreased twenty percent to reach equivalent freight miles.

(g) Freight service pools shall be regulated on the basis of assigning a sufficient number of Engineers so as to provide mileage within the range of 3,200 miles and 3,800 miles.

(h) For the purpose of adjusting the number of Engineers' turns in a freight service pool, only the line mileage claimed for the road trip service shall be used to determine the number of Engineers' turns that are to be assigned therein.

Road extra lists, or combination road-yard extra lists shall be regulated on the basis of assigning a sufficient number of Engineers so as to provide mileage within the range of 3,200 and 3,800 miles per month(exclusive of arbitraries, constructive and special allowances).

(j) Extra lists which protect only yard service shall be regulated so as to provide mileage within the range between 2,400 to 3,200 miles per month. All payment for yard service (including arbitraries, overtime, constructive and special allowances), shall be used to calculate and determine the number of Engineers' turns that are to be assigned thereto.

(k) Where passenger service extra lists are maintained, the number of Engineers' turns thereon shall be determined and regulated in the range between 4,000 and 4,800 average passenger service miles per month, excluding arbitraries, constructive and special allowances.

(l) It is understood that payments for vacation to Engineers are not to be considered in applying these regulations.

(m) The checkback for the purpose of determining whether there should be an adjustment will cover the fifteen-day period immediately preceding the date on which such check is made. The total line mileage or equivalent thereof, whichever applicable, computed as set forth in these regulations, accumulated in the fifteen previous days will be multiplied by two and divided by the number of Engineers' turns and the result of this calculation will determine average mileage for the purpose of making such adjustments as may be necessary.

(n) The total mileage made by Engineers will be furnished the UTU-E Local Chairman upon request.

(o) These regulations do not apply where different earnings and/or regulations are provided by an agreement covering a specific run or service.

(b) Adjustment of Firemen's Working Lists

1. Assigned passenger service other than that covered in paragraph (3) hereof, shall be regulated on the basis of assigning a sufficient number of Firemen so as to provide line mileage within the range between 4,000 and 4,800 passenger miles per month.

2. If, in assigned passenger service, the adding of another Fireman's assignment thereto would have the effect of providing mileage below the range of 4,000 and 4,800 miles; no regulation will be made.

Article 45 cont.

3. Assigned short-turnaround passenger service, no single trip of which exceeds 80 miles, including suburban and branch line service, shall be regulated on the basis of assigning a sufficient number of Firemen so as to provide total mileage the equivalent of between 4,000 and 4,800 passenger miles per month (includes arbitraries, overtime, constructive and special allowances).
4. Assigned freight service shall be regulated on the basis of assigning a sufficient number of Firemen so as to provide line mileage within the range between 3,200 and 3,800 miles per month.
5. If, in assigned freight service, the adding of another fireman's assignment thereto would have the effect of providing line mileage below the range of 3,200 and 3,800 miles, no regulation will be made.
6. Firemen used in combination (passenger and freight) service will be permitted to make the equivalent of 3,800 line miles in freight service. Passenger miles will be decreased twenty percent to reach equivalent freight miles.
7. Freight service pools shall be regulated on the basis of assigning a sufficient number of Firemen so as to provide mileage within the range of 3,200 miles and 3,800 miles.
8. For the purpose of adjusting the number of Firemen's turns in a freight service pool, only the line mileage claimed for the road trip service shall be used to determine the number of Firemen's turns that are to be assigned therein.
9. Road extra lists, or combination road-yard extra lists shall be regulated on the basis of assigning a sufficient number of Firemen so as to provide mileage within the range of 3,200 and 3,800 miles per month (exclusive of arbitraries, constructive and special allowances).

10. Extra lists which protect only yard service shall be regulated so as to provide mileage within the range between 2,400 and 3,200 miles per month. All payments for yard service (including arbitraries, overtime, constructive and special allowances), shall be used to calculate and determine the number of Firemen's turns that are to be assigned thereto.
11. Where passenger service extra lists are maintained, the number of Firemen's turns thereon shall be determined and regulated in the range between 4,000 and 4,800 average passenger service miles per month, excluding arbitraries, constructive and special allowances.
12. In the regulation of mileage, neither the maximum nor minimum is guaranteed, or to be considered as a guarantee.
13. It is understood that payments for vacation to Firemen are not to be considered in applying these regulations.
14. The checkback for the purpose of determining whether there should be an adjustment will cover the fifteen-day period immediately preceding the date on which such check is made. The total line mileage or equivalent thereof, whichever applicable, computed as set forth in these regulations, accumulated in the fifteen previous days will be multiplied by two and divided by the number of Firemen's turns and result of this calculation will determine average mileage for the purpose of making such adjustments as may be necessary.
15. The total mileage made by Firemen will be furnished the UTU-E Local Chairman upon request, and adjustment may be made when the record indicates an adjustment is required under the provisions of this Agreement. When an adjustment is made, it will be made at a uniform specified time of day. The phrase "within the range" in this Agreement means miles will

Article 45 cont.

be regulated within the prescribed limits. These items in this paragraph will be agreed upon between the designated Carrier Officer and the involved UTU-E Local Chairman.

16. These regulations do not apply where different earnings and/or regulations are provided by an agreement covering a specific run or service.

These understandings will become effective on Burlington Northern Railroad Company (excluding former Frisco) on the 20th day of September, 1981.

#### ARTICLE 46 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 employe or the duly authorized representative of the Organization have representation of yardmen on this property.

#### ARTICLE 47 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 48  
CAPTIONS

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

ARTICLE 49  
COPY RULES MAILED

A copy of these Rules will be mailed to each yardman or switchtender affected by them, who will be required to receipt for same. General and Local Chairmen will be furnished extra copies upon application.

ARTICLE 50  
ENACTING AND TERMINATING CLAUSE

This agreement became effective November 30, 1998 for yardmen in the BNSF Consolidated Kansas City Yard, as defined in Merger Implementing Agreement Number 4, dated March 1, 1996.

These rules will be applied by the parties in compliance with State and Federal laws and regulations and without regard to the race, religion, color, creed, national origin, or sex of the individuals covered by the rules.

The agreements and agreed understandings which are incorporated into this Schedule (both Articles and Appendix) have been verified. Any omission herein of agreements or agreed understandings which have not been superseded or canceled, will not serve to cancel or affect the application of such agreements or agreed understandings. It is noted that, in the absence of certain agreements from this Schedule, the former Santa Fe Yardmen's agreements are the default agreements. It is also noted that with the signing of this Schedule, both the former Santa Fe UTU General Committee of Adjustment (Santa Fe Proper) and the former Burlington Northern UTU General Committee of Adjustment (CB&Q) hold joint jurisdiction in the Consolidated Kansas City Yards and neither may make an agreement, nor a precedent settlement, nor an agreed understanding, which affects the Consolidated Kansas City Yards without the other General Committee's approval. Should there be any arbitration of any minor dispute concerning the interpretation of the agreements relative to the Consolidated Kansas City Yards, under the Railway Labor Act, or under any other arbitration authority (such as New York Dock), both General Committees must agree to such arbitration (such agreement is not necessary with regard to discipline cases).

For the BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY

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John J. Fleps  
Vice President - Labor Relations

For the United Transportation Union

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Ken Mason  
General Chairman  
United Transportation Union  
(BNSF - Former CB&Q)

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J.G. Bailey  
General Chairman  
United Transportation Union  
(BNSF - Former AT&SF)

# APPENDIX

- APPENDIX No. 1 -

IMPLEMENTING AGREEMENT No. 4  
between  
BURLINGTON NORTHERN RAILROAD  
ATCHISON, TOPEKA AND SANTA FE RAILWAY Co.  
and  
UNITED TRANSPORTATION UNION

The purpose of this agreement is to provide for expedited changes in services, facilities, operations, seniority districts and existing collective bargaining agreements to effectuate the common control approved by the Interstate Commerce Commission in Finance Docket No. 32549. The purpose is also to enable the company to be created by consummation of the merger proposed in that Finance Docket to be immediately operated in the most efficient manner as one completely integrated railroad.

IT IS AGREED:

Article 1 - Consolidation of Kansas City Terminal

Section 1.

The present terminal and switching limits of the Burlington Northern ("BN") and Santa Fe ("SF") at Kansas City will be consolidated. The new switching limits for the consolidated yard at Kansas City are:

On BN line to Kearney:	MP 221.5
On SF line to Ft. Madison:	MP 445
On BN line to St. Joseph:	MP 4.2
On BN line to Ft. Scott:	MP C6+0
On SF line to Topeka and Ottawa:	MP 9

Section 2.

Except as provided here, the Santa Fe's collective bargaining agreements applying to Yardmen (or a workable amalgamation mutually agreed to on or before February 1, 1996) will apply to all yard engine assignments within the consolidated terminal.

Section 3.

(a) 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.

(b) 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 all applicable rosters.

(c) It is understood that employees with prior rights under this section 3 may, but will not be required to protect service off their prior rights territory. Existing obligations to protect their seniority on their pre-existing district are not diminished or expanded by this agreement. The limits of the consolidated terminal and their assignments there are not considered service off their prior rights territory; the limits of the consolidated terminal do expand the limits of their pre-existing districts.

Section 4.

(a) All yard engine assignments in the consolidated terminal will be allocated per allocation table (Attachment ). This table is based on total yard engine hours worked in the respective yards in the year preceding the I. C. C.'s approval as being representative of a fair and equitable division of work and producing a ratio of:

BN: 44.3  
SF: 55.7

(b) Fifteen days prior to the initial consolidation, the Superintendent and local representatives shall meet and designate which yard assignments (including extra board assignments) shall be filled from the SF roster and which from the BN roster. In the event agreement cannot be reached, the involved General Chairmen and a representative of the Labor Relations Department will make the initial allocations.

Appendix No. 1 cont:

(c) If a General Chairman so requests, the railroad shall review the designations and make redesignations that may be warranted because of increases or decreases in the number of assignments. Such redesignations shall first be reviewed, 30 days in advance, by the local committees representing employees on the SF and BN rosters, so that any agreement they can reach among themselves on allocation of jobs to meet percentage ratios may be reflected in the new allocations.

(d) Such allocations shall thereafter continue to be made only to the extent necessary to provide preferences for prior rights employees and shall thereafter cease. In any event, all allocations will cease on September 23, 2025 and employees will, thereafter, exercise seniority among themselves based on their earliest seniority date in the craft.

Section 5.

(a) The daily markup system will apply to BN allocated positions. The bump and bid system will apply to Santa Fe allocated positions.

(b) Except as provided in Section 5C, permanent vacancies on yard assignments which are allocated to SF employees will be filled by prior right SF employees and permanent vacancies on yard assignments which are allocated to BN employees will be filled by prior right BN employees.

(c) If there are no bids for an allocated assignment from a prior right employee from that district, the assignment will be filled by assigning the senior bidder who is exercising additional seniority acquired under Section 3A of this agreement. If none, the assignment will be filled by the senior bidder employed subsequent to September 22, 1995. If none, only then will Santa Fe rules dealing with force assignment apply.

Section 6.

(a) Temporary vacancies will be filled by the single, consolidated yard extra board. That board will be allocated as provided in Section 4A.

(b) The BN and Santa Fe road extra boards at Kansas City will continue to protect road service vacancies as they did before this agreement.

Article 2 - Supplements

The elements contained within this article are included strictly and Only in exchange for the Organization's cooperation in expeditiously reaching a voluntary Implementing Agreement without resort to the delays and risks associated with arbitration under Section 4 of the New York Dock Conditions. Since these elements go beyond the "selection of forces" issues which are the proper and limited subject matter of Section 4, they have no applicability or argumentative force in any other setting, including failure of ratification.

Section 1.

The single, consolidated yard extra board at Kansas City will be a guaranteed board, as provided in Article 11 as amended.

Section 2.

(a) For yardmen with seniority prior to September 22, 1995, the rates of pay in effect for yard foremen or helpers on their predecessor road will continue to apply.

(b) For employees working in the consolidated Kansas City Yard who were on the BN's Nebraska and Kansas City seniority rosters prior to September 22, 1995, Articles VII and VIII of the November 1, 1993 Crew Consist Agreement will continue to apply, whether working on a job allocated to BN or to SF. Productivity fund contributions will continue to be made for 44.3% of yard crew assignments working in the terminal, regardless of whether BN prior rights employees are working on such assignments.

(c) Any employee with seniority established prior to November 1, 1985, who elects to utilize the expanded seniority rights afforded by this agreement, will retain eligibility for duplicate time payments on his new assignment.

(d) When trainmen are moved into engine service under the terms of applicable agreements, they will not lose their entitlement to displacement allowances. During such period, offsets for higher-rated ground service positions will not be taken, however, they will have an obligation to maximize their earnings in engine service.

Appendix No. 1 cont:

Section 3

For a six year period, if ground service employees with a seniority date prior to September 22, 1995 are required to report at the other predecessor railway's yard (e.g. BN yardmen required to report at Argentine), they will be allowed the round trip highway mileage between those yards, computed at IRS mileage rates.

Section 4

At the Carrier's sole option, the UTU Voluntary Separation Package, included as Attachment B, may be offered.

(a) Yardmen who were working in or associated with yard service at Kansas City during the entire month of July, 1995 will be automatically certified as eligible for displacement or dismissal allowances upon effective completion of the Argentine Yard reconstruction.

(b) Notwithstanding anything in the New York Dock Conditions, displacement or dismissal allowances payable to employees who receive this automatic certification will be reduced for each day which they individually lose under any emergency conditions. (such as flood, snow storm, tornado, earthquake or fire) which cause any reduction or suspension of any operations in the Kansas City yard. Such allowances will also be suspended in the quarter following any quarter in which BNSF's Operating Revenues (as publicly reported) declines by more than 5% from the same quarter in the preceding year. However, this suspension due to business decline will not be effective during the year following the certification if, by January 1 of that year, the number of automatically certified yardmen who have left the service for any reason has exceeded 4%. Also, this suspension will not be effective during the next succeeding year and thereafter if, by January 1 of that next succeeding year, the number of automatically certified yardmen who have left the service for any reason has exceeded 8%. An employee who is actually adversely affected by this transaction (BNSF merger) will not be prevented from submitting or being paid a displacement/dismissal allowance under the New York Dock Conditions.

Note 1: "working in or associated with" means, and is limited to: actually working in yard service, or if not in active yard service, going from yard service to being on layoff, or suspended (or dismissed if reinstated with seniority unimpaired), or off injured, or on vacation, or on Safety (or other similar) programs and thereafter returning directly to yard service.



Note 2: "left the service for any reason" means any status change that takes such an employee off the payroll on a permanent basis and includes, but is not limited to: voluntary separation, resignation, retirement, legal settlements and long term disability.

### Article 3 - General

#### Section 1.

(a) Once the BN and Santa Fe Kansas City yards (terminal) is consolidated, there will be no restrictions on the yard work a yard crew can perform under collective bargaining agreements within the new consolidated BN - Santa Fe Kansas City yards.

(b) In situations where yard crews may properly perform service outside of switching limits, such service may be assigned to any yard crew in the consolidated terminal.

(c) Road crews may be required to perform the same work throughout this consolidated terminal, including delivery and receiving of cars or trains from interchange carriers, as they may perform, under applicable collective bargaining agreements, in their present separate terminals.

(d) Road-Yard Service Zones, as they existed on September 21, 1995, are neither contracted nor expanded by this agreement, but any yard crew, without regard to predecessor road affiliation, can do any permissible work in such zones.

#### Section 2.

Each pool and assignment will have one designated on- and off-duty point, which may vary between the different pools and assignments. Such designations are subject to change in accordance with the schedule agreements.

#### Section 3.

Except as provided here, road crews operating into or out of this consolidated terminal and switching limit will be governed by their respective rules. Road mileage payable to crews operating into the consolidated terminal will be computed on the basis of the schedule rules dealing with calculation of mileage allowances that are currently in effect on the appropriate railroad.

Appendix No. 1 cont:

Section 4.

(a) All pre-existing agreements that conflict with the terms of this agreement are superseded to the extent of the conflict.

(b) This implementing agreement is made pursuant to the New York Dock Conditions (Finance Docket No. 28250) which, by this reference, are incorporated here.

(c) Except as specifically provided, nothing in this implementing agreement shall be interpreted to expand or contract protective benefits provided in the New York Dock Conditions imposed by the Interstate Commerce Commission and incorporated here by paragraph B of this section.

Section 5.

This agreement will become effective not less than 10 days after it is executed by the parties, and may later be changed by mutual agreement or in accord with applicable law.

Signed and accepted Ft. Worth, Texas this 1st day of March, 1996.

Signed by General Chairmen J.G. Bailey, K.W. Mason, Carl M. Vahldick and Vice Presidents Paul C. Thompson, A.M. Lankford and L.R. Davis for the United Transportation Union. Signed by Assistant Vice Presidents Daniel J. Kozak, George Smallwood, Directors of Labor Relations Wendell Bell, Milton H. Siegele, and Gene L. Shire for the Burlington Northern and Santa Fe Railway.  
(Signatures not reproduced.)

Appendix No. 1 cont:

KANSAS CITY YARDS - JOB ALLOCATION TABLE

	ENGINES WORKED			ENGINES WORKED	
	SF	BN		SF	BN
1	1	0	36	20	16
2	1	1	37	21	16
3	2	1	38	21	17
4	2	2	39	22	17
5	3	2	40	22	18
6	3	3	41	23	18
7	4	3	42	23	19
8	4	4	43	24	19
9	5	4	44	25	19
10	6	4	46	25	20
11	6	5	46	26	20
12	7	5	47	26	21
13	7	6	48	27	21
14	8	6	49	27	22
15	8	7	50	28	22
16	9	7	51	28	23
17	9	8	52	29	23
18	10	8	53	30	23
19	11	8	54	30	24
20	11	9	55	31	24
21	12	9	56	31	25
22	12	10	57	32	25
23	13	10	58	32	26
24	13	11	59	33	26
25	14	11	60	33	27
26	14	12	61	34	27
27	15	12	62	35	27
28	16	12	63	35	28
29	16	13	64	36	28
30	17	13	65	36	29
31	17	14	66	37	29
32	18	14	67	37	30
33	18	15	68	38	30
34	19	15	69	38	31
35	19	16	70	391	
31					

SF - 55.7%

BN - 44.3%

Appendix No. 1 cont:

KANSAS CITY YARDS - JOB ALLOCATION TABLE

	ENGINES WORKED			ENGINES WORKED	
	SF	BN		SF	BN
71	40	31	106	59	47
72	40	32	107	60	47
73	41	32	108	60	48
74	41	33	109	61	48
75	42	33	110	61	49
76	42	34	111	62	49
77	43	34	112	62	50
78	43	35	113	63	50
79	44	35	114	63	51
80	45	35	115	64	51
81	45	36	116	65	51
82	46	36	117	65	52
83	46	37	118	66	52
84	47	37	119	66	53
85	47	38	120	67	53
86	48	38	121	67	54
87	48	39	122	68	54
88	49	39	123	69	54
89	50	39	124	69	55
90	50	40	125	70	55
91	51	40	126	70	56
92	51	41	127	71	56
93	52	41	128	71	57
94	52	42	129	72	57
95	53	42	130	72	58
96	53	43	131	73	58
97	54	43	132	74	58
98	55	43	133	74	59
99	55	44	134	75	59
100	56	44	135	75	60
101	56	45	136	76	60
102	57	45	137	76	61
103	57	46	138	77	61
104	58	46	139	77	62
105	58	47	140	78	62

SF - 55.7%

BN - 44.3%

- APPENDIX No. 2 -

Letter Agreement, Assistant to Vice President Kirkpatrick of the Carrier to Vice President Coyle, Brotherhood of Railroad Trainmen, February 2, 1944,:

The work of clearing of derailments or other accidents necessitating the use of a wrecker, when performed exclusively within switching limits in yards where the yard agreement is applicable, is work covered by this agreements, but this does not prohibit the use of road crews to rerail cars in their own train which may become derailed within such switching limits and where a wrecker is not used.

- APPENDIX No. 3 -

Letter Agreement, Assistant to Vice President Kirkpatrick of the Carrier to Vice President Coyle, Brotherhood of Railroad Trainman, February 14, 1944:

The piloting of self-propelled machines (other than track motor cars and air compressors) engaged in the maintenance of track and structures and moving exclusively upon tracks within switching limits of yards where the yard agreement is effective is work covered by this agreement.

- APPENDIX No. 4 -

Letter Agreement, Vice President John J. Fleps of the Carrier to General Chairman J.G. Bailey, United Transportation Union, October 18, 1994.

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 provider(s) 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.

- APPENDIX No. 5 -  
COMBINATION ROAD-YARD

Article V of National Agreement of June 25, 1964

The last yard crew assignment in a yard, or on a shift where more than one yard assignment is employed, may be discontinued under the following conditions: (Yard as used herein is defined to mean a common terminal point where a seniority roster for yard ground men is maintained.)

1. In the case of the last yard crew assignment in a yard, such assignment may be discontinued if a joint study indicates that the average time consumed in switching is less than four hours within a spread of ten hours for ten consecutive working days. The ten hours referred to will begin concurrently with the starting time of the particular yard crew assignment. If switching increases to the point where there is an average of more than four hours or such work within any spread or the same ten hours for ten consecutive working days, as previously assigned, the yard crew assignment will be restored.

In the case of a yard crew assignment on a particular shift (in yards where more than one yard crew is operated), such yard crew assignment may be discontinued if a joint study indicates that there is an average or less than four hours switching within the spread of 12 hours for ten consecutive working days, this spread to begin at the starting time of the yard crew assignment which the carrier seeks to discontinue. In computing the time engaged in switching only the time consumed by the yard engine the carrier seeks to discontinue will be considered, subject to the provisions of Section 10 hereof. The same formula will be adhered to in the restoration of the discontinued assignment, using the second twelve-hour period as set forth in Section 5.

Note: The studies referred to in this Section 1 shall be conducted in the following manner:

Where a carrier proposes to discontinue the last yard crew assignment in a yard or on a shift where more than one yard assignment is employed, it shall give ten (10) days' written notice of the proposed discontinuance to the representatives of the employees involved, advising the names of the carrier's officials who are designated as its representatives for the purpose of the study, and the

Appendix 5 cont.

date on which the study will begin. At anytime prior to the date the study is to begin, the representatives of the

employees involved shall advise the carrier of the names or their representatives for the purpose of the study. If such representatives are not so named, or fail to participate, the study may be conducted by the representatives of the carrier. In either event, the result of the study shall be binding on the parties for the purpose of this rule.

The same procedure will be adhered to in conducting studies proposed by the representatives of the employees for the restoration of assignments that have been discontinued under the provisions of this Section 1.

2. The provisions of Section 1 hereof are not intended to impose restrictions in regard to discontinuing yard crew assignments where restrictions do not now exist.

3. Road crews may perform any yard service at yards where yard crews are not employed.

4. Road crews may continue to perform any yard service now permitted, without additional payments if such payments are not now required.

5. 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 not permitted on the day immediately preceding the effective date of this agreement. Road 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.

6. No change in work permitted or compensation paid to combination assignments, such as Mine Run, Tabulated assignments, etc.

7. Switching service in yards by load crews when yard crew is not on duty, as a result of the discontinuance of yard crew assignment pursuant to Section 1 hereof, shall be paid for on the minute basis, with a minimum of 1 hour at appropriate yard rates.

Appendix 5 cont.

8. If overtime accrues under applicable road overtime rules during the period switching is being performed, such overtime payments will be made in addition to the payments required under Section 7 hereof.

9. Initial and final terminal delay rules shall not be disturbed by this agreement except that when road crews perform yard service for which they are

compensated under the provisions of Section 7 hereof during a period to which initial terminal delay or final terminal delay rules are otherwise applicable, such road crews will be paid either terminal delay or switching, whichever will produce the greater amount of compensation.

10. The yard switching work for which compensation is previously allowed to road crews for that specific yard work and yard switching work by road crews which required penalty payments to yard crews will be considered switching for the purpose of Section 1 of this Article.

11. Every employee deprived of employment as the immediate and proximate application of this rule, shall be entitled to the schedule of allowances set forth in Section 7(a) of the Washington Agreement of May 21, 1936; or to the option of choosing the lump-sum separation allowance set forth in Section 9 of said Agreement. In addition to the foregoing, employees who do not elect to accept the lump-sum separation allowance set forth in Section 9 of said Agreement, if qualified, may elect within one year from the date of their furlough to prepare themselves for some other occupation for which training is available (of the type approved by the Veterans Administration under the Veterans' Readjustment Assistance Act of 1952), with the carrier paying 75 per cent of the tuition costs of such training for a period not exceeding two years. Whenever and to the extent that the United States Government makes provisions for retraining out of public funds, the obligation of the carrier shall be reduced correspondingly. Those employees who elect to accept the lump-sum separation allowance set forth in Section 9 of the Washington Agreement of May 21, 1936 will not be entitled to retraining benefits.



- APPENDIX NO. 6 -  
VACATIONS

(Sections 1-14, Synthesis of Operating Vacation Agreement)

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 United Transportation Union (formerly the Brotherhood of Locomotive Firemen and Enginemen, Order of Railway Conductors and Brakeman, Brotherhood of Railroad Trainman and Switchmen's Union of North America), and the several amendments made thereto in various national agreements up to May 8, 1996:

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 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 qualifications 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.)

Appendix 6 cont.

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 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 qualifications 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.)

Appendix 6 cont.

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(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 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 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 qualifications 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.)

Appendix 6 cont.

Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated September 25, 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(c) each basic day in yard service performed by a yard service employees or by an employees 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 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 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 rangers service of not less than twenty-seven hundred 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 qualifications 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.)

Appendix 6 cont.

Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated September 25, 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 employees 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(d) each basic 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 qualifications 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.)

Appendix 6 cont.

Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated September 25, 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 employs 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, 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.)

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.

Appendix 6 cont.

(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 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

Appendix 6 cont.

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.

(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  $\frac{1}{5}2$  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 25, 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

(c) An employee receiving a vacation, or pay in lieu thereof, under Section 1 shall be paid for each week of such vacation  $\frac{1}{5}2$  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' pay at the rate of the last service rendered,

Combination of Yard and Road Service

(d) 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  $\frac{1}{5}2$  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 than six (6) minimum basic days' pay at the rate of the last road  
Appendix 6 cont.

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 be not 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 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 parties 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.

Appendix 6 cont.

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 purpose of this agreement, provided that such understandings shall not be inconsistent with this agreement.

#### Memorandum

Chicago, Illinois, April 29, 1949

Referring to agreement, signed this date, between employees represented by the Brotherhood of Locomotive Engineers and the United Transportation Union and Carriers represented by the Eastern, Western and Southeastern Carrier's Conference Committee, 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 total

Appendix 6 cont.

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:

1st trip	150 miles
2nd trip	140 miles
3rd trip	120 miles
4th trip	150 miles
5th 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.

#### Appendix 6 cont.

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-turn-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 1/8/8

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)

Interpretation of Continuous  
Service Provisions of  
Section 1 of Vacation Agreement

In 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.

Appendix 7

Signed at Chicago, Illinois, this 18th day of January, 1956 as modified by subsequent agreements.

(Signatures not reproduced)

- APPENDIX NO. 7 -  
SPLIT VACATIONS

1. Employees entitled to more than one week of vacation may divide their vacation into weekly increments, each increment to consist of one full week of seven days or a multiple thereof (i.e., one full week, two full weeks, etc.). Employees desiring to split their vacation must make application during the time applications are being accepted and prior to the issuance of the annual vacation schedule.

2. In making selections for split vacations an employee may choose the first period based on his seniority and will not be permitted to choose the remaining period and/or periods until all employees have selected their first choice, unless otherwise mutually agreed on locally.

After all employees have been assigned a vacation period in accordance with the above, the remaining vacation period(s) of employees who requested split vacation periods will be assigned from the available remaining periods as follows:

- a. by allowing each employee their second vacation choice based on their seniority.
- b. once each employee has been assigned their second vacation choice, by allowing each employee their third vacation choice based on their seniority.
- c. once each employee has been assigned their third vacation choice, by allowing each employee their fourth vacation choice based on their seniority.
- d. once each employee has been assigned their fourth vacation choice, by allowing each employee their fifth vacation choice based on their seniority.

Appendix No. 7 cont:

3. The Company will assume no additional expense incident to splitting vacations as a result of this Agreement.

4.# In the event an employee scheduled for a split vacation as a yardman is working as a road trainman at the time of his first scheduled vacation period, such employee shall be governed by the split vacation agreement covering road trainmen.

5. 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 5, Appendix 8 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.

6. 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 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 periods.

7. In the application of Section (8) of the Agreement dated November 30, 1960, between the Railroads represented by the Eastern, Western and Southeastern Carriers' Conference Committees and Employees represented by the Brotherhood of Railroad Trainmen, it is understood any employee whose relationship is terminated, and has no further connection with the Company will, upon such termination, be allowed any compensation due for a qualified vacation in that calendar year as well as any compensation due if qualified for a vacation in the succeeding year. It is further understood that after having received the vacation allowance, said employee, if later reinstated to service prior to the scheduled vacation period in that calendar year, his vacation for that calendar year, as well as the succeeding year, will be considered as having been completed and no further vacation or allowance in lieu of vacation will be due in that year. Vacation will be scheduled in the calendar year following the employee's restoration to service in the usual manner, and payment for vacation for that year computed in the usual way as if there had been no interruption of service, and any adjustment due when compared with the allowance previously made for vacation at the time service was terminated will be adjusted.

Appendix 7 cont.

Note: (1) In the application of Section 7, of this Appendix No. 7, any trainman or yardman whose employment relationship is terminated and has no further connection with the Company will, upon such termination, be allowed any compensation due for a qualified vacation in that calendar year as well as for any compensation due if qualified for a vacation in the succeeding year.

Note: (2) It is further understood that after having received the vacation allowance, said employee, if later reinstated to service prior to the scheduled vacation period in the calendar year in which his services were terminated, will be considered as having completed his vacation for that calendar year, and no further vacation or allowance in lieu of



vacation will be due for that year.

Note: (3) The employee's vacation in the succeeding year, in the amount of time paid for, will also be considered as having been completed and he will not be required to take such time off.

If the reinstated employee qualifies for vacation time in the succeeding year, in addition to that previously paid for, he will be required to take such additional vacation time off.

Note: (4) For record purposes, a vacation will be scheduled in the calendar year following the employee's restoration to service in the usual manner, which is to include the amount of time paid for when removed from service and for any additional time that he might have qualified for as set forth in Item (3). Payment for vacation will be computed in the usual way, and any adjustment due compared with the allowance previously made for vacation at the time service was terminated will be allowed.

Appendix No. 8 cont:

- APPENDIX No. 8 -  
SCHEDULING OF VACATIONS

1. In order to determine the maximum number of employees at the Kansas City Yard the Carrier will be required to schedule for vacations in any given week, the Superintendent and the Local Chairman will determine, the total number of weeks of vacation due, which that number will be divided by 52. This number will then be increased by 25% to determine the maximum number of employees the Carrier will be required to schedule for vacation in any given week during the following year. After application of the percentage factor, any fraction will be rounded off to the next higher whole number. The local supervision and the Local Chairman can mutually agree to a greater or lesser number, depending upon service requirements during a particular period.

2. An employee will be assigned a vacation in the class of service (e.g. conductor, brakeman, yardman, etc.) in which he performed the preponderance of service for the first ten (10) months of the qualifying year.

3. In scheduling vacations of more than one consecutive week for yardmen, an overlap of one week (ahead or behind) 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.

Scheduling will be accomplished by using 52 increments of seven calendar days, to commence January 1 of each year. For those desiring to have their scheduled vacation completed on December 31, the starting date of the vacations will be adjusted accordingly.

4. When the scheduled starting date of a regularly assigned or extra board yardman's vacation falls on other than the first day of his work week, he may, by written notice to the Superintendent, 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.

#### Appendix No. 9

It is further understood that no time claims will be submitted by or on behalf of extra men, or regularly assigned men on their days off, when a yardman, under this program is permitted to work on or more days of the vacation period originally assigned to him.

5. Bulletins will be posted the first week of October requesting each employee to express in writing his choice(s), to include all choices if the splitting of his vacation is being utilized, of preferred starting date of vacation period(s).

6. Vacation schedules will be prepared by the Local Chairman and a representative of the Carrier and will provide for a specific vacation period(s) for each employee qualifying for a vacation.

7. Appropriate bulletins will be posted designating the vacation periods assigned to the respective employees.

8. If, after vacations are assigned, a vacation week(s) become available, bids will be posted for the available week(s), and will be awarded in seniority order.

Note: Kansas City Yardmen will be permitted to bid on vacancies occurring during any month, even if they have already made one such move or have been assigned a period during June, July, August, or the last two weeks of December.

- APPENDIX No. 9 -

Letter agreement, General Managers More and Buchanan to General Chairmen Heath, Stephens, Taylor and Mullen, February 24, 1950, as amended by letter agreement dated October 25, 1965:

"Your joint letter of February 13, 1950, file PV-119.2 requesting that employees subject to the Consolidated Uniform Vacation Agreement of July 1, 1949 be permitted to file late bids for vacation period assignments if, at regular bidding time, they are absent from service on properly authorized leave:

Appendix No. 10

We are willing to meet your request provided you agree no vacations scheduled at the regular time will be disturbed by these late bidders and that service requirements will continue to be the governing factor in setting all vacation periods. Further, that an employee absent on leave the entire year will be considered as scheduled for vacation the last week(s) of the year, depending upon his service qualifications. It should be understood also that the returning employee will be eligible to bid only for a vacation period commencing after his return to service. For the purpose of this understanding, those 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 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 week(s) of the year."

- APPENDIX No. 10 -

Letter Agreement, General Managers More, Buchanan, Gray and Cowley to Vice President Chase, Brotherhood of Railroad Trainman, June 23, 1950, confirmed by Mr. Chase, June 29, 1950, as amended by letter agreement dated October 25, 1965:

This will confirm understanding had at our conference of June 14th in

Chicago, as clarified by Mr. Kirkpatrick in a conversation with you on June 20th.

We agreed that in those instances wherein yardmen worked as extra yardmasters, but qualify for a vacation under the yardmen's vacation agreement by working the required 160 days, we would compensate them for their vacations on the basis of their combined earnings as yardmen and yardmasters, but that, in instances wherein such yardmen were granted or paid in lieu of vacations under the Yardmasters' Agreement, the amount of such payment would 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.

This can be illustrated by the following Example: 1/20th of total earnings amounts to \$150.00 Paid for vacation under Yardmasters' Agreement \$50.00 Additional amount due \$100.00

Appendix No. 11

Please confirm this understanding giving Mr. Kirkpatrick a copy thereof, and we will issue the necessary instructions to make it effective.

We expect to write you shortly with respect to the question of combining service under both agreements for vacation qualifying purposes after we have had an opportunity to have some further local discussions.

-APPENDIX No. 11 -

At Chicago, September 14, 1951

In pursuance of the informal understanding between Messrs. Chase and Kirkpatrick that they would review so-called meritorious cases involving yardmen who failed to qualify under the Vacation Agreement effective July 1, 1949, but who had additional service in the yardmasters class they met in Chicago today, being accompanied by Messrs. Dyer, Soule, Brownell and Enderle, and General Chairmen Luna, Bently and Morgan. They considered a docket of eight cases, three of which had been submitted to the so-called Section 10 Committee, and, in order to remove any uncertainty as to what might constitute a "meritorious case" under such informal understanding, they agreed that an employee subject to the provisions of the Vacation Agreement of July 1, 1949 who has a minimum of 100 days' service as a yardman and sufficient additional service in the yardmaster class to equal a total of 260 days' service in a calendar year will be considered eligible for vacation under the Vacation Agreement of July 1, 1949. It was further agreed that, if and when Agreement "A" signed in Washington, D.C. on May 25, 1951 becomes effective, an employee who has had a minimum of 83 days of service as a yardman, plus sufficient additional

service in the yardmaster class to equal 216 days of service in a calendar year, will be considered eligible for vacation under the Vacation Agreement of July 1, 1949. In making payments under the Vacation Agreement of July 1, 1949, the proposal of the General Managers to Mr. Chase of June 23, 1950, as accepted by him in his letter to the General Managers written at Chicago, Illinois on June 29, 1950, shall govern.

Finally, it was understood that the above understanding supersedes all other understandings between Messrs. Chase and Kirkpatrick as to the handling of so-called "meritorious cases." Under the above understanding, the three so-called "meritorious cases" now pending before the Section 10 Committee will be withdrawn from that Committee and disposed of in accordance with the above understanding.

Appendix No. 12

The above understanding will apply for the future in determining what is a 'meritorious case', and it will no longer be necessary for Messrs. Kirkpatrick and Chase to consider such cases.

(Signatures not reproduced. Signed by Assistant to Vice President S. C. Kirkpatrick for the Carrier and Vice President Wm. E. B. Chase for the Brotherhood of Railroad Trainmen)

- APPENDIX No. 12 -

MEMORANDUM OF UNDERSTANDING entered into March 20, 1952, by and between The Atchison, Topeka and Santa Fe Railway Company, Eastern and Western Lines, Panhandle and Santa Fe Railway Company, and their employes in yard service represented by the Brotherhood of Railroad Trainmen, placing in effect the Five-Day Work Week provisions of Article 3 of the so-called Agreement "A" entered into at Washington, D.C., May 25th, 1951 (hereinafter referred to as Agreement "A").

IT IS AGREED THAT:

Item 1. (No longer pertinent)

Item 2. (No longer pertinent)

Item 3. (No longer pertinent)

Item 4. (No longer pertinent)

Item 5. Under Section 3-(e) of Article 3 of Agreement "A" the Superintendent and Local Chairman will cooperate to the fullest extent as

indicated in said Section 3-(c). When individual reliefs are established as provided in Section 3(e) of Agreement "A" they shall be established 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.

Item 6. Section 7-(a), 7-(b) and 7-(c) of Article 3 of Agreement "A" recognize the right of the Management to annul regular or regular relief jobs or assignments. 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.
- (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.

Item 7. Section 12-(b) of Article 3 of Agreement "A" is understood also to be applicable to pilots, engine herders, skatemen and bleeders.

Item 8. The provisions of Article VI-a and VI-g and of the second paragraph of Article IX (now Article 4(a), 4(g) and 5(b)) of the Yardmen's Schedule in effect April 30, 1952, are understood to be amended to the extent necessary to conform to Sections 3-a, 3-b and 3-d of Article 3 of Agreement "A".

Item 9. The within does not modify nor in any manner affect schedule rules or Agreements in effect as of April 30, 1952, except as specifically provided herein.

Item 10. The within written understandings shall continue in effect from and after the effective date (May 1, 1952) as specified in Item 2 hereof until terminated on thirty (30) days' written notice served by either party signatory hereto on the other.

Signed at Topeka, Kansas, March 24, 1952.

- APPENDIX No. 13 -  
PAID HOLIDAYS

The following provisions shall apply to yardmen as follows:

Section 1. Deleted.

Section 2. 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  
Washington's Birthday  
Good Friday  
Decoration Day  
Fourth of July  
Labor Day  
Thanksgiving Day  
Day After Thanksgiving Day  
Christmas Eve  
Christmas Day  
New Years Eve

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

Appendix No. 13 cont:

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, canceled 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. (If a regularly assigned employee is used in emergency to protect road service, they will still qualify for holiday pay. EXAMPLE: If a person is called to work on road service, they will receive payment for the road service trip, and in addition they will receive one day holiday pay at SF yard rate. If a person is called to work in road service where there are two holidays together and they are thus unavailable for both holidays, they will be paid the road service trip, and in addition they will receive two holiday pay days.)

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.

Appendix No. 13 cont:

- Note 2: A regularly assigned yard service employee whose assignment is annulled, canceled, 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: Refer to Section 4 hereof for Special Qualifying Provision Christmas Eve and Christmas Day, Thanksgiving Day and Day After Thanksgiving Day, New Year's Eve and New Year's Day.

(From Article I--Paid Holidays--Section 2(b) of November 30, 1960 Agreement; as amended by July 17, 1968 and October 15, 1982 UTU National Agreements.)

(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.

(From Article IV--Paid holidays--Section 2(c) of April 5, 1957 Agreement and Article I--Paid Holidays--Section 1(b) of June 25, 1964 Agreement as amended by July 17, 1968, January 27, 1972, January 29, 1975 November 10, 1976 and October 15, 1982, UTU National Agreements.)

(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 2 shall be the subject of negotiations on the individual properties.

(From Article IV--Paid Holidays--Section 2(d) of April 5, 1957 Agreement.)

(e) This Section 2 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 2(b) above, each of the qualifying days of service provided in Paragraph (b) of this Section 2 must be performed in yard service.

(From Article I--Paid Holidays--Section 2(e)  
of November 30, 1960 Agreement.)

(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 2, unless the regularly assigned employee fails to qualify under Paragraph (b) of this Section 2, shall satisfy such guarantee. Nothing in this Section 2 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 2.

(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 2, 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 employees, 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.

Appendix No. 13 cont:

(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.

### Section 3. 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
- Washington's Birthday
- Good Friday
- Decoration Day
- Forth of July
- Labor Day
- Thanksgiving Day
- Day After Thanksgiving Day
- Christmas Eve
- Christmas Day
- New Year's Eve

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 3(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 3 provided (1) he meets the qualifications set forth in Paragraph (b) of Section 3 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 3.

Note 2: For the purpose of Section 3, 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, (If an extra yard service employee is used in emergency to protect road service, they will qualify for holiday pay. EXAMPLE: If a person is called to work on road service, they will receive payment for the road service trip, and in addition they will receive one day holiday pay at SF yard rate. If a person is called to work in road service where there are two holidays together and they are thus unavailable for both holidays, they will be paid the road service trip, and in addition they will receive two holiday pay days.)

Appendix No. 13 cont:

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: Refer to Section 4 hereof for Special Qualifying Provisions for Both Christmas Eve and Christmas Day, Thanksgiving Day and Day After Thanksgiving Day, New Year's Eve and New Year's Day.

(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 3 for qualifying employees shall be in addition thereto.

(From Article I--Paid Holidays--Section 3(a) of November 30, 1960 Agreement and Article I--Paid Holidays--Section 1(b) of June 25, 1964 Agreement, as amended by July 17, 1968, January 27, 1972, January 29, 1975, November 10, 1976 and October 15, 1982 UTU National Agreements.)

(d) As used in this Section 3 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

Appendix No. 13 cont.

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 3 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 4. Special Qualifying Provision - Employee Qualifying for Both Christmas Eve and Christmas Day, Thanksgiving Day and Day After Thanksgiving Day and New Year's Eve and New Year's Day Holidays.

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.

(# From Agreement dated November 10, 1976 NRLC and UTU.)

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

MEMORANDUM OF AGREEMENT entered into at Chicago, Illinois on the 17th day of August, 1976, between The Atchison, Topeka and Santa Fe Railway Company, Eastern and Western Lines (excluding Chicago Terminal, and Northern and Southern Divisions) and its employees represented by the United Transportation Union, Yardmen's Committee.

In disposition of claims arising from application of Article 16(g), Yardmen's Schedule, with respect to temporary vacancies and such claims are found to be payable, they will be disposed of by an allowance of 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.

Signed at Chicago, Illinois this 17th day of August, 1976.  
(Signatures not reproduced. Signed by Vice President, Personnel Jones for the Carrier and Vice President Levin for the United Transportation Union.)

Letter Agreement, General Managers Olson and Stuppi to General Chairman Faulker, January 10, 1964 and March 3, 1964:

In applying Article 7 of the Yardmen's Agreement, we are agreeable to the understanding that 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. Upon receipt of your concurrence such handling will be made effective.

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, as set forth in the letter of January 10, 1964.

Appendix 16



Letter Agreement, General Managers Lautz and Gillies to General Chairman Gross, September 9, 1940:

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."

- APPENDIX No. 17 -

This agreement is entered into between the carriers listed in Appendix "A" attached hereto and made a part hereof, represented by the duly authorized Conference Committee signatory hereto, as party of the first part, and the trainmen and yardmen employed by said carriers covered herein and represented by the Brotherhood of Railroad Trainmen, signatory hereto and party of the second part, by its duly authorized Committee consisting of W. P. Kennedy, Vice-President, P. C. Bradley, H. W. Gross, G. P. Tonner, T. S. Jackson, C. J. Jenkins, General Chairmen.

1. The railroads will permit the use of white electric hand lanterns by trainmen and yardmen.

2.# Trainmen and yardmen will be furnished electric hand lanterns by the particular railroad on which employed upon depositing with that railroad the actual cost thereof.

3. Deposits for lanterns secured from the railroads 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. Appendix 17 cont.

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 railroad, 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 railroad without cost to the employee under the following conditions:

- a. When worn out or damaged in the performance of railroad service upon return of the lantern issued by the railroad.
- 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 lanterns from the railroad, 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 railroad.

7. The electric lantern, bulbs and batteries must be of a standard prescribed by the railroad, 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. Trainmen and yardmen who, prior to the effective date of this agreement, have provided themselves with electric lanterns and have used them in the service of the railroad may continue to use them, if they so desire, until they are worn out, provided such lantern is of a satisfactory type and contains two serviceable white bulbs for instant use and a provision for carrying a spare white bulb in the lantern.

9. After the effective date of this agreement, each trainman and yardman must provide himself with an electric white lantern, meeting the specifications set out in Paragraph 7.

10. Each railroad will maintain at convenient locations a supply of batteries and bulbs to be drawn by trainman and yardmen as needed to replace those worn out or broken without cost to the employee.

Appendix 17 cont.

11. The railroads will continue to use oil burning lanterns with red globes for flagging, but they will continue their efforts to have developed an electric red lantern that will be satisfactory for such service, and if and when one is developed the party of the first part will then enter into further negotiations with the party of the second part representing trainman and yardmen with respect to its adoption for flagging service. When such lanterns are adopted for flagging service, they will be furnished by the railroads without expense to trainman and

yardmen.

12. The Brotherhood of Railroad Trainman agrees to withdraw Case No. 3666, now pending before the Interstate Commerce Commission, and accepts this agreement as a final and complete disposition of the use of electric lanterns subject to the provisions of Paragraph 11.

13. All agreements, with respect to the use of electric lanterns by trainman and yardmen, now in effect and which have heretofore been entered into between any railroad or railroad signatory hereto and the representatives of the Brotherhood of Railroad Trainmen are hereby canceled.

14. This agreement shall become effective as of June 1, 1941, or as soon thereafter as Case No. 3666, now pending before the Interstate Commerce Commission, is withdrawn by the Brotherhood of Railroad Trainmen, and will remain in effect for a period of two years and thereafter subject to thirty days' written notice given by one of the parties to the other.

Signed at Chicago, Illinois, April 18, 1941.

(Signatures not reproduced)

# (As amended by Letter Agreement dated May 23, 1972, signed by General Managers Olson and Stuppi and General Chairman Gloystein.)

- APPENDIX No. 18 -  
PROTECTION FOR EMPLOYEES

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  
Appendix 18 cont.

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 the 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 65th 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.

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(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 determined 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

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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 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

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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 during the test period but if in his retained position he works in any month in excess of the aforesaid 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

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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.

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#### 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  
Appendix 18 cont.

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 limit, 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.

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(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.

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- APPENDIX No. 19 -

Letter Agreement, General Manager Olson to General Chairman Faulkner, January 27, 1964. Made effective on Western Lines November 14, 1961.

That 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 canceled and the yardman returned to the assignment he held prior to being assigned as a yardmaster.

- APPENDIX No. 20 -

CURRENT PROVISIONS OF RETARDER-SWITCHMEN  
AND SKATEMEN AGREEMENTS

Argentine, Kansas  
(As of January 1, 1966)

1. Retarder-Switchmen and Skatemen. Positions of Retarder-Switchman and Skatemen when established at Argentine for operation of the hump retarder yard shall be included within the seniority rights of yardmen of the Kansas City Division and be governed by the provisions of the Yardmen's Schedule effective as to rules May 1, 1923, as amended, subject to the provisions of this agreement which shall take precedence over any and all rules in said Schedule in conflict therewith.

(From Section 1-Memorandum of Agreement of 4-19-49)

2. Qualifications and Qualifying.

(a) Any Kansas City Division yardman desiring to qualify for Retarder-Switchman service will make written application to the Superintendent for opportunity to do so. No yardman will be assigned to a position of or be permitted to work as a Retarder-

Switchman, either regular or extra, until he has qualified on his own time to do the work of the position, and demonstrated on his own time, to the satisfaction of the officer in charge, that he is sufficiently familiar with the operation to be eligible to qualify for the position of Retarder-Switchman.

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(b) In determining the qualifications for service as Retarder-Switchman, the Superintendent shall be the judge.

(c) Yardmen who have been determined eligible by the officer in charge, must serve a test period of thirty (30) shifts as Retarder-Switchman to demonstrate their fitness and ability. Prior to the completion of such thirty (30) shifts they may be disqualified by written notice to that effect from the Superintendent.

(d) A record will be maintained of yardmen qualified as Retarder-Switchmen.

3. Rates of Pay.

(a) Basic daily rates for Retarder-Switchman shall be determined by adding \$3.12 (subject to general wage increases) to the basic daily rate for yard foreman.

(b) The basic daily rate of pay of Skatemen when so assigned shall be the helpers rate.

4. Skates and Skatemen. Members of switch crews may be required to place skates, and will remove skates when using tracks where skates are placed. When positions of Skateman are used they will be filled from the yardmen's roster in the manner prescribed in the Schedule for filling extra or regular positions of helper, according to whether the position is extra or assigned. The duties of Skatemen will include setting hand brakes when required.

5. Performance of Work. Retarder-Switchmen will when required in an emergency during their tour of duty, perform without penalty any of the duties as yardman or foreman in connection with switching or classification of cars that would normally be performed by them at the hump retarder yard. They may be used in any of the towers during their shift, without penalty.

6. Combination Service.

(a) Yardmen required in an emergency to perform Retarder-

Switchman's duties and other switching service during the same shift, will be considered in combination service and the higher rate of pay will apply for the shift.

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(b) When Retarder-Switchmen are not in their towers, yardmen will when required, operate retarders and switches. This will not constitute Retarder-Switchman's work and will not be termed combination service. In other words, if a Retarder-Switchman is on duty and under pay, but is temporarily out of the tower and another employee operates it, such employee will not be paid anything extra for this service.

7. Assignments. Yardmen assigned to position of Retarder-Switchman may not vacate the assignment until a successor is qualified and available to relieve them.

8. Vacancies.

(a) # Vacancies of ten (10) calendar days or less on positions of Retarder-Switchman will be filled:

1. Use of qualified Retarder-Switchman who are on the Yardmen's Extra Board and who have not performed service on the same calendar day as the day of the vacancy for the Retarder-Switchman; service on a 12:00PM (midnight) assignment is considered as being performed on the third shift of a calendar day.

Note: There will be no limitation on the number of qualified extra yardmen who desire to be available for the vacancies. Also, the Carrier will accept written notification of an individual's desire not to protect such vacancies, with the understanding there will be a minimum of fifteen (15) qualified yardmen on the extra board who must stand ready to protect the service and will not be permitted to waive. Whenever the number of qualified extra yardmen is less than fifteen (15) junior men in reverse seniority order will be forced to be available to accept the service and will not be permitted to waive until the level of fifteen (15) is attained.

2. By the senior yardman qualified as Retarder-Switchman assigned to a shift as yardman (not Retarder-Switchman) within the same starting time spread as that

of the vacancy and who has not waived his rights to this service.

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Note 1. Under this step the senior assigned yardman is required to protect the Retarder-Switchman vacancy, regardless of whether or not he has signified in writing his desire to protect such vacancies.

Example: A Yardman assigned to a 2:30pm job is used on a 4:00pm Retarder-Switchman vacancy. In returning to his regular 2:30pm job the following day he is to be paid therefor at the pro rata rate except for hours in excess of eight on his regular trick.

Note 2. At any time there is less than 15 qualified extra board yardmen available under the provisions of Section 1 hereof, yardmen who have waived their rights to protect this service will have such waivers voided until such time as the qualified number of extra yardmen is 15.

3. By the senior assigned yardman on shifts in other starting time spreads who is qualified as Retarder-Switchman and who has signified in writing his desire to protect extra work as Retarder-Switchman.

Note: Under this step a yardman will not be called to protect a Retarder-Switchman vacancy if at the on-duty time of the Retarder-Switchman job he has not had eight hours' rest since his last preceding service. Neither will a yardman be called under this step to protect a Retarder-Switchman vacancy if his use as such will require him to work two shifts with starting times in the same calendar day.

Example: A yardman who works his regular assignment 4:00pm to 12:00pm Monday may be used on a Retarder-Switchman vacancy starting at 8:00am Tuesday (this not being two shifts in the same calendar day), and if so used, will not be used Tuesday on his 4:00pm yardman assignment; neither will he be paid for the 4:00pm tour of duty Tuesday not worked.

#(From Letter Agreement dated September 30, 1976, between General Manager Brisco and General Chairman Cantrill.)

4. If retarder vacancy cannot be protected under Steps (1), (2) or (3), it will be filled by off-day man under the provisions of Article 9(b) of the Yardmen's Agreement

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providing the off-day man to be used has had eight hours off duty and will be able to secure eight hours off duty prior to returning to his regular assignment.

5. On any day on which unable to protect under Steps (1), (2), (3) or (4), the vacancy should be protected by using the senior available qualified employee in point of yardman's seniority, including those regularly assigned as Retarder-Switchmen or yardmen, providing such regularly assigned employee has on file a written notice of his desire to protect Retarder-Switchman vacancies.

GENERAL: If unable to obtain a qualified man under Steps (1) or (2) on the first day of a Retarder-Switchman vacancy of more than one day's duration, the procedure specified in Steps (1) and (2), respectively, shall be observed the second day of the vacancy, and each day thereafter in an attempt to fill such vacancy.

A swing man assigned to protect service both as Retarder-Switchman and yardman in his work week is not to be considered under Steps (1) or (2) in filling a Retarder-Switchman vacancy on a calendar day on which he is scheduled to work as Retarder-Switchman.

(From Section 8(a) of February 25, 1952 Amendments to 4-19-49 Agreement, Memorandum of Agreement dated 3-29-57 and Letter Agreement, General Manager Olson to General Chairman Faulkner, October 25, 1965.)

Vacancies under Steps (1) or (2) of the Memorandum of Agreement of March 29, 1957 will be filled on a day-to-day basis.

(From Memorandum of Agreement effective September 1, 1962.)

The protection of vacancies under this Section 8-(a) will be considered seniority moves, except when a qualified assigned yardman is used to protect a vacancy as Retarder-Switchman in a starting time spread other than that of his regular assignment and such latter service constitutes a second shift worked in the 24-hour period computed from starting time of his regular assignment, payment for such shift as Retarder-Switchman will be at time and one-half.

(From Section 8(a) of February 25, 1952 Amendments to April 19, 1949

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Agreement and letter agreements, General Manager Landreth to General

Chairman Faulkner, May 5, 1954 and General Manager Olson to General Chairman Faulkner, October 25, 1965.)

(b) When a vacancy as Retarder-Switchman is known to be in excess of ten (10) calendar days, excluding vacations, it will be advertised and assigned to the oldest yardman qualified as Retarder-Switchman bidding on same.

(From Letter Agreement, General Manager Olson to General Chairman Faulkner, October 25th 1965.)

(c) In the event there are no bids on an advertised vacancy of Retarder-Switchman by yardmen who have been determined eligible to protect Retarder-Switchman service, the junior yardman who has been determined eligible to protect Retarder-Switchmen service will be assigned to the vacancy. In event a senior yardman who has been determined eligible to protect Retarder-Switchman service is absent during the period when a Retarder-Switchman vacancy is advertised, he may displace a junior Retarder-Switchman who has bid in or been assigned to a Retarder-Switchman vacancy during his absence, providing he does so before he returns to his former assignment.

(From letter agreement, General Manager More to General Chairman Mullen, August 9, 1949.)

9. Seniority Moves, Turnover, etc.

(a) Where a second shift is worked during a twenty-four (24) hour period due to changing shifts in exercise of seniority either from yardman to Retarder-Switchman, from Retarder-Switchman to Retarder-Switchman, or from Retarder-Switchman to yardman, it shall not be considered as overtime or penalty time and shall not be paid as such.

(b) Any time worked in excess of eight (8) hours due to making turnover, where continuous shifts are worked, will not be considered as overtime. Where time is worked in excess of eight (8) hours due to failure of relief employee to report at

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proper time, there will be no added expense to the Carrier. Time worked in excess of eight (8) hours, necessitated by failure of the railroad to



provide relief will be considered overtime.

10. For the purpose of securing sufficient qualified personnel to man the Retarder-Switchman positions when the Hump Yard is placed in operation, yardmen desiring to qualify must so indicate in writing to the Superintendent prior to April 25th, and during the week of April 25th to April 30th, inclusive, will be permitted on their own time, to observe operations in the towers for the purpose of acquainting themselves so far as possible with the requirements of the positions, and any desiring to withdraw their applications must do so in writing by 12:00 noon April 30th. The senior fifteen (15) of applicants remaining on file after 12:00 Noon April 30th will then be given training and instructions and those who are accepted as being eligible to qualify for position of Retarder-Switchman will be required to bid on the regular positions of Retarder-Switchmen when advertised, the nine (9) senior to accept regular assignment according to their seniority and others so qualified to protect extra service pending qualification of additional men under Section 2, and ability to protect under Section 8. As an exception to the requirement for qualifying on their own time specified in Section 2-(a) hereof, the fifteen (15) senior yardmen accepted for the purpose of qualifying will be compensated for not in excess of five (5) shifts on the basis of a minimum day at their regular rate for men holding regular assignments, and at the helper's rate for extra yardmen, while demonstrating their ability to qualify. All other provisions of Sections 2-(a) to 2-(d) will apply to those covered by this exception.

#### GENERAL

11. Retarder-Switchmen will report and be relieved at the tower to which they are assigned.

12. Retarder-Switchmen may be called upon to make minor repairs and adjustments in the plant mechanism.

13. Retarder-Switchmen will arrange their lunch periods so as to not interfere with the operation of the hump, and if it should become necessary to perform any operation during the lunch period, Retarder-Switchmen will be prepared to do so.

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14. Retarder-Switchmen will keep office or tower rooms in which they work, clean and neat and will also clean windows inside and outside.

(From Sections 9, 10, 11, 12, 13 and 14  
Memorandum of Agreement of April 19, 1949.)

- APPENDIX No. 21 -

MEMORANDUM OF AGREEMENT by and between The Atchison, Topeka and Santa Fe Railway Company-Eastern and Western Lines, Panhandle and Santa Fe Railway Company, and the Order of Railway Conductors, The Brotherhood of Railroad Trainman, The Brotherhood of Locomotive Engineers, and The Brotherhood of Locomotive Fireman and Enginemen.

It is now and will continue to be the policy of the Company to give every consideration to the old men in its service and in the furtherance of that policy.

IT IS AGREED:

\* 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 employe, 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 men is qualified, he will be returned to the service.

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(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.

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(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 (2800) 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.

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(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 these 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 employees 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.

This agreement will become effective as of August 1, 1949.

(Signatures not reproduced. Signed by General Managers Gray and Buchanan and General Chairmen Taylor, Mullen, Heath and Stephens)

- APPENDIX NO. 22 -  
DEDUCTION AGREEMENT

This Agreement made at Chicago, Illinois, this 31st day of January, 1958, by and between The Atchison, Topeka and Santa Fe Railway Company, Gulf, Colorado and Santa Fe Railway Company, Panhandle and Santa Fe Railway Company, hereinafter referred to as the Company, and their employees represented by the United Transportation Union, hereinafter referred to as the Organization.

IT IS AGREED:

(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.

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(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)

(a) 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

Appendix 22 cont.

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.  
Appendix 22 cont.

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 representations as to such craft or class of employees.

(2) This agreement shall become effective March 1st, 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.

(Signatures not reproduced)(As amended by Agreements dated August 25, 1960 and January 22, 1974.)

Appendix No. 22 cont:

ATTACHMENT "A"

#### 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)

Employe 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)

Employe Social Security Account No. \_\_\_\_\_

Home Address \_\_\_\_\_  
Street and Number  
\_\_\_\_\_  
City, State and Zip Code

Division \_\_\_\_\_

Occupation \_\_\_\_\_

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

\_\_\_\_\_  
Signature

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

- APPENDIX 23 -  
UNION SHOP AGREEMENT

MEMORANDUM OF AGREEMENT made the 10th day of June, 1965, by and between The Atchison, Topeka and Santa Fe Railway Company, Eastern and Western Lines, and the employee thereof represented by the Brotherhood of Railroad Trainmen.

IT IS AGREED:

(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 the 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 return 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 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 employee 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

Appendix 23 cont.

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.

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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 Boards in writing to appoint such neutral. The Carrier, the Organization and the employees 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 employees, and the Organization shall be promptly advised thereof in writing by Registered or Certified Mail, Return Receipt Requested. If the position of the employees 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.

Appendix No. 23 cont:

(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 specifies 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 employees 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 period 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.

Appendix No. 23 cont:

(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.

Appendix No. 23 cont:

(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.

Signed at Topeka, Kansas, this 10th day of June, 1965.

(Signatures not reproduced)

#### MEMORANDUM OF AGREEMENT

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  
Appendix 24

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.

This Memorandum of Agreement shall be attached to and made a part of the Union Shop Agreement signed this date.

Signed at Topeka, Kansas, this 10th day of June, 1965.

(Signatures not reproduced)

#### - APPENDIX No. 24 - DUAL TRAINMEN'S AND YARDMEN'S SENIORITY

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

Division

Date

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 12:01 am, 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.

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(b) Effective as of 1201am, 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) Brakeman 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 brakeman 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 brakeman 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 brakeman 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.

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(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.

(a) When forces are reduced or adjusted to the extent that an employee is unable to hold a position in the class of service assigned he shall, unless permitted to lay off, immediately place himself, seniority permitting, in the other service.

(c) Brakeman 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

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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. (Letter Agreement General Managers Olson and Stuppi to General Chairman Faulkner, April 30, 1962.)

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. (Letter Agreement General Managers Olson and Stuppi to General Chairman Gloystein, June 14, 1967.)

(d) It is understood that the ebb and flow between brakemen's service and conductor's service must be between employees working within the scope of those agreements. An employee moving from yard to road service can only take service under the Trainmen's Agreement. An employee moving from road to

yard service can only come from the ranks of employees subject to the Trainmen's Agreement.

(e) Yardmen when first taking road service will be required to pass necessary examinations and/or make student trips to the extent considered necessary by Management, without expense to the Company. (See Appendix No. 26)

## SECTION 5 Promotion (See S.A. No. 20)

(a) Applicable rules will govern the promotion of brakemen and yardmen in their respective service.

Appendix 24 cont.

(b)# Roadmen transferring to yard service shall be governed by August 8, 1953 Agreement (now Article 15(d)) and required to take promotion to engine foreman upon accumulating 18 months in either road or yard service or any combination thereof, except in cases where employees with road seniority dates prior to May 1, 1960 fail to pass the necessary promotion examination they will forfeit their yard seniority and be restricted to road service. Brakemen holding yard rights will automatically be considered qualified as engine foreman as of date promoted to conductor. (From Letter of Understanding dated October 25, 1974, General Managers Briscoe and Fitzgerald to General Chairman Gloystein.)

(c) Yardmen transferring to road service will be governed by Section C of the Single Seniority Agreement and Article 22(b) of the Road Schedule, except in cases where employees with yard seniority dates prior to May 1, 1960 fail to pass the necessary promotion examination they will forfeit their road seniority and be restricted to yard service.

#(As revised by Memorandum Of Agreement effective November 11, 1977.)

Note: For application to protected employees under Crew Consist Agreement effective May 15, 1981, refer to Addendum No. 1 of Appendix NO. 28.

## SECTION 6 Extra Boards

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

## SECTION 7

## 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.

Appendix No. 25

## SECTION 8 General

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

(b) (First sentence this paragraph no longer applicable). Otherwise, 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.

## SECTION 9 Enacting and Terminating Clause

This agreement shall be effective as of August 1, 1960 and shall continue in effect subject to thirty (30) days' written notice by either party of a desire to change or terminate same in accordance with the Railway Labor Act, as amended.

Dated at Topeka, Kansas, June 9, 1960.

(Signatures not reproduced)

- APPENDIX NO. 25 -

Letter Agreement, General Managers Olson and Stuppi to General Chairman Faulkner, March 14, 1962:

Referring to your file 135.14(a) and recent conversation concerning the question of accepting bids on advertised brakemen's vacancies under the Dual Seniority

Agreement from employees working as yardmen when such yardmen are junior in point of brakeman's seniority to all brakeman working as such, and vice versa:



Appendix No. 26

We have drafted the following:

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 brakeman working as such.

which we feel will effect uniform handling, and if you are in accord and will so advise it will be made effective.

Note: Applicable to non-protected employees only, as amended by Addendum No. 2 of Appendix No. 28.

- APPENDIX NO. 26 -

Letter Agreement, General Managers Olson and Stuppi to General Chairman Faulkner, April 19, 1963:

Your letter of March 29th, files 135.14(a) and 116.30, in regard to application of the rule in Dual Seniority Agreements with regard to yardmen making student trips prior to initial service as brakeman on the road:

In line with our discussion in Topeka today, we will follow the following practice in the future:

1. We will require these road trips only by yardmen who are hired subsequent to the effective date of Dual Seniority Agreements on the respective divisions or districts involved.
2. This will exclude all yardmen who have been in service prior to the date the existing Dual Seniority Agreements became effective.
3. We understand you have no quarrel about our present practice with respect to requiring yardmen to make sufficient trips as baggageman to qualify to perform the duties of such assignments.

Appendix No. 27

4. In any future Dual Seniority Agreements we will stipulate

excluding yardmen from making student trips as brakeman provided they have one year or more Santa Fe service as yardman.

- APPENDIX No. 27 -

MEMORANDUM OF AGREEMENT entered into between the Eastern and Western Lines, except Northern and Southern Divisions, of The Atchison, Topeka and Santa Fe Railway Company and its employees represented by the Brotherhood of Locomotive Engineers, the Order of Railway Conductors and Brakemen, Brotherhood of Locomotive Firemen and Enginemen, and the Brotherhood of Railroad Trainmen in complete settlement of the Section 6 Notice served upon the Carrier under date of April 15, 1964 for an agreement to govern payment for time lost, deadheading, etc. pursuant to Carrier's medical examination requirements, and is in full disposition of mediation proceedings in Case No. A-7491:

IT IS AGREED:

Section 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  
Appendix 27 cont.

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.

Section 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 Section 1(b) hereof,

Section 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.

Section 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.

This Agreement signed at Chicago, Illinois this 12th day of April, 1967, shall become effective May 1, 1967 and shall be construed as a separate agreement by and on behalf of the Carrier, party hereto, and its employees represented, respectively, by the Brotherhood of Locomotive Engineers, Order of Railway Conductors and Brakemen, Brotherhood of Locomotive Firemen and Enginemen and Brotherhood of Railroad Trainmen, as heretofore stated; and shall remain in effect until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

(Signatures not reproduced)

Appendix 27 cont.

## PERIODIC PHYSICAL EXAMINATION

MEMORANDUM OF AGREEMENT between the Atchison, Topeka and Santa Fe Railway Company - Eastern and Western Lines - including Northern and

Southern Divisions and its Employees represented by the Brotherhood of Locomotive Engineers and the United Transportation Union Enginemen's, Conductors' and Trainmen's and Yardmen's Committees,

IT IS AGREED:

When instructed by the Carrier to undergo a medical examination at the home terminal of his assignment or at his point of residence, the employees 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.

The foregoing shall be in complete disposition of your Section 6 Notice dated March 27, 1974 and shall be made effective on July 15, 1975.

Signed this 30th day of June, 1975.

(Signatures not reproduced)

Appendix 28

- APPENDIX No. 28 -

(NOTE: WHILE THE ENTIRE 1981 CREW CONSIST AGREEMENT HAS BEEN REPRINTED HERE, MANY PARTS HAVE BEEN SUPERCEDED BY OTHER CREW CONSIST AGREEMENTS FROM 1990 AND 1992.)

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.

Appendix No. 28 cont:

## 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 employ, 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 or extra board, being placed thereon, seniority permitting.

Appendix No. 28 cont:

Question 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 brakemen/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 positions blanked.



Appendix No. 28 cont:

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 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 brakeman/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 employee 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.

Appendix No. 28 cont:

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.

Appendix No. 28 cont:

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 1st, 2nd, 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 than his regular assignment?

A. No.

Appendix No. 28 cont:

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.

Appendix No. 28 cont:

Question and Answer No. 3

- Q. If a yardmen 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 yardmen 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,

Appendix No. 28 cont:

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 brakeman 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.



Appendix No. 28 cont:

(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 end 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 brakeman to register their miles, must they also maintain the accumulated total?
- A. No.

Question and Answer No. 5

- Q. Would the miles made by an 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 brakeman on the extra board?

Appendix No. 28 cont:

- 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 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 trainman 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 brakeman 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.

Appendix No. 28 cont:

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.

Appendix No. 28 cont:

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 thereon, 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 employe is involuntarily off-in-force reduction and the reduced crew did not result from personal leave day(s).
- Appendix No. 28 cont:

ARTICLE 9

In the event a standard yard crew member fails to report for duty at the designed 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 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.



Appendix No. 28 cont:

## 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.

(b) By deadheading a brakeman from the home terminal.

Appendix No. 28 cont:

In the application of Paragraphs (a) and (b), it is understood that

subsequent brakeman 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.

Brakeman 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 brakeman 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 brakemen 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.
- Appendix No. 28 cont:

#### 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.

Appendix No. 28 cont:

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 brakeman (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 supersede 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.

Appendix No. 28 cont:

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.

Appendix No. 28 cont:

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 or 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 or delivery through no fault of the Carrier, the matter will be further discussed.

Appendix No. 28 cont:

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 employee 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 employee, 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 or a standard road crew ties up en route under the Hours or 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 foremen and one (1) brakeman or yard helper, the Company will pay into the Employees' Productivity Fund the sum or \$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.

Appendix No. 28 cont:

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 or a standard road crew ties up en route under the Hours or 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 divided by 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.

Appendix No. 28 cont:

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) or 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, 1981)

Appendix No. 28 cont:

(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:

Personal Leave	
<u>Years Of Service</u>	<u>Days Per year</u>
Less than 5 years	02 Days
Five years and less than 10 years	04 Days
Ten years and less than 15 years	06 Days
Fifteen years and less than 20 years	08 Days
Twenty years or more	11 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.



Appendix No 28 cont:

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 brakeman/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 then 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.

Appendix No. 28 cont:

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/brakeman while furloughed as firemen?

A. The 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. An 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 the Carrier grants approval.

Appendix No. 28 cont:

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 day(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 these 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.

Appendix No. 28 cont:

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.

Appendix No. 28 cont:

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 call 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.



Appendix No. 28 cont:

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,

This agreement effective 12:01 a.m., May 15, 1981.

Signed at Los Angeles, California, this 19th day of May, 1981.

(Signatures not reproduced)

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 heir 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.

Appendix No. 28 cont:

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.

(Signatures not reproduced)

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 car 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 6,480 feet in length?
- A. Under Santa Fe Agreement, no.

Appendix No. 28 cont:

#### 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.

Appendix No. 28 cont:  
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:

Appendix No. 28 cont:

- 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 so signify in the space provided below.

(Signatures not reproduced)

Appendix No. 28 cont:

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.

(Signatures not reproduced)

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.

(Signatures not reproduced)

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.

Appendix No. 28 cont:

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.

(Signatures not reproduced)

#### 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.

(Signatures not reproduced)

#### 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/brakeman who are designated as "protected employees" under the provisions of the Crew Consist Agreement signed May 19, 1981:



Appendix No. 28 cont:

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 foreman. 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.

(Signatures not reproduced)

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. 25 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.

If the foregoing outlines the understanding reached, please signify in the space provided below.

(Signatures not reproduced.)

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.

Appendix No. 28 cont:

Protected employee 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, as 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.

(Signatures not reproduced. Signed by Vice President-Personnel and Labor Relations Elterman and General Chairman Hicks dated December 30, 1981.)

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?

Appendix No. 28 cont:

- 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 Divisions.

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 1st, 11th and 21st 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 31st 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 brakeman 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).

Appendix No. 28 cont:

(i) Failure to report for duty within thirty (30) days from date of notification will result in automatic forfeiture of their seniority.

(j) 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.

(Signatures not reproduced. Signed by Vice President-Personnel and Labor Relations Elterman for the Carrier and General Chairman Hicks for the Organization.)

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 canceled 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.

Appendix No. 28 cont:

#### Question and Answer No. 2

Q. Are yardmen-brakeman 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 1000 miles

referred to in Section (b) of Article 7; also, are these employee 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:



Appendix No. 29

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.

Note: This Appendix has been modified by subsequent Agreements.

- APPENDIX NO. 29 -

Letter from General Manager Olson to General Chairman Gloystein dated February 5, 1971: Your Y.144-4(a), February 4:

Inasmuch as we are, as you state, "in agreement that Article 4(a) has been complied with when the affected crew is notified 20 hours in advance of the scheduled starting time of the first day the assignment is to be annulled and/or abolished," we agree It would probably avoid misunderstanding and confusion to specify in 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. Superintendents on the Eastern Lines are being requested to handle accordingly, with the understanding failure to so specify will not, of itself, be the basis for a claim.

(Signatures not reproduced)

- APPENDIX No. 30 -

Letter from General Managers Briscoe and Stuppi to General Chairman Gloystein dated December 5, 1973:

This will confirm conference held November 2, 1973 at Topeka, Kansas in connection with claims of yardmen at Corwith and Argentine for continuous time when released under Hours-of-Service Law at other than their off-duty point.

It was agreed Carrier would allow prior and future valid claims of yardmen for continuous time, when released under the Hours-of-Service Law, until they reach their off-duty point.

It was also agreed the foregoing would not prejudice Carrier's position, agreements, rules, or Awards with respect to payment of road freight crews who are tied up en route for rest under the Hours-of-Service Law at an intermediate point where meals and lodging are not available and Carrier is required to transport to another point to secure meals and lodging.

- APPENDIX No. 31 -

Letter from General Managers Olson and Stuppi to General Chairman Gloystein dated February 18, 1970:

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 Section 3, Appendix 1, the latter will take precedence.
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.

Appendix No. 31 cont:

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 switching.

Present application of Article 5(c) is not changed except as specifically herein above set forth.

(Signatures not reproduced)

- APPENDIX No. 32 -

MEMORANDUM OF AGREEMENT entered into between The Atchison, Topeka and Santa Fe Railway Company and its employees represented by the United Transportation Union (CTY) Eastern and Western Lines (excluding Northern and Southern Divisions).

IT IS AGREED:

(1) The so-called Perkins Agreements, dated December 4, 1973 are hereby canceled except that 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.

(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 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 Section (a) hereof.

(4) Article 19 of the Yardmen's Agreement is amended to comport to the present Hours of Service Law, i.e., where reference is made to 16 hours in the present rule, it is changed to 12 hours.

(5) Not applicable.  
Appendix No. 33

- APPENDIX No. 33 -

Memorandum of Understanding entered into at Chicago, Illinois on the 26th day of March, 1980, between The Atchison, Topeka and Santa Fe Railway Company, Eastern and Western Lines (excluding the Northern and Southern Divisions) and its employees represented by the United Transportation Union, Yardmen's Committee.

Many controversies have arisen in the application of Article 10 of the Yardmen's Agreement relative to multiple runarounds and what the Carrier labels rotary runarounds.

The parties recognize the principles established by Memorandum of Understanding dated August 19, 1976, between UTU Vice President Levin and Carrier Vice President Jones, relative road service employees and agree to extend those principles to the handling of yard extra boards as follows:

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 turnarounds, 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.

(Signatures not reproduced. Signed by Vice President-Personnel and Labor Relations Elterman and General Chairman Hicks.)

Appendix 34-35

- APPENDIX No. 34 -

Letter Agreement between General Managers Briscoe and Fitzgerald and General Chairman Cantrill dated October 28, 1975:

Referring to conversation several days ago concerning the National Agreements providing for the use of yardmen to serve industries outside the switching limits, particularly the "pay-back" provisions thereof:

In connection with road men bidding in yard assignments that have been offered to road men under the "pay-back" provisions of the National Agreements, we are agreeable that such road men, in the future, will not be permitted to give up or bid off of same during the period of the "pay-back" assignment. In such cases the road men would be required to remain on the assignment for the duration unless displaced by the seniority rules.

The foregoing would not apply to any road men presently occupying "pay-back" assignments and such assignments in the future should be limited to approximately thirty (30) calendar days.

If you are agreeable to the foregoing, please signify by signing in the space provided below, returning the original.

(Signatures not reproduced.)

- APPENDIX No. 35 -

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 including the Northern and Southern Divisions.

IT IS AGREED:

(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 claim 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).

Appendix No. 35 cont:

(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 claim 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 Centralized Timekeeping Bureau and the declinations retained by the Organization. The Organization will furnish a list which will contain claimant's name, date of claim

and CTB 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 Road 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 120 days specified from the date of declination by CTB. It will not be necessary to "conference" any claims listed as "riders".

(6) The Carrier will then have 120 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.

Appendix No. 35-36

(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 120 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.

Signed at Chicago, Illinois, this 6th day of April, 1977.

(Signatures not reproduced)

- APPENDIX No. 36 -

MEMORANDUM OF AGREEMENT entered into between The Atchison, Topeka and Santa Fe Railway Company, Eastern and Western lines (excluding Northern and Southern Divisions), and its employee represented by the United Transportation Union, Conductors, Trainman and Yardmen's Committee.

IT IS AGREED:

1.
  - (a) An informal time claims conference arrangement is hereby established for handling of time claims between the Local Chairmen and Division Superintendent of the Kansas City Terminal Division.
  - (b) All informal time claim conferences will be held at the Local Chairman's home point unless otherwise mutually agreed between the Local Chairman and Superintendent.
2. When a Local Chairman desires an informal conference on a claim or claims with the Superintendent, a written request will be submitted.
3. Such conference will be scheduled by the Local Chairman and Superintendent consistent with their availability and such conference if at all possible will be held within sixty (60) days of the initial decline.



Appendix No. 36-37

4. Claims paid, withdrawn, or compromised by the Local Chairman and Superintendent 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 Superintendent to the Local Chairmen 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 Article 33 (the Time Limit Rule).

APPENDIX 37

MEMORANDUM OF AGREEMENT between THE BURLINGTON NORTHERN AND SANTA FE RAILWAY CO. and UNITED TRANSPORTATION UNION

IT IS AGREED:

1. The company may establish regularly assigned Utility employee positions within the confines of the consolidated Kansas City switching limits (including the Argentine and Murray Yards), in accordance with the following provisions.
2. Utility employees may be attached to a ground service crew. In that situation, Utility employees shall assist only one yard crew or one road crew at a time, as directed by yard supervision. The Utility employee shall notify the foreman or conductor when he is attached to the crew prior to commencing any duties with the crew. The Utility employee shall notify the foreman or conductor when he has finished work and is detached from the crew. The engine foreman or conductor shall notify all members of the crew that the Utility employee is attached to or detached from the crew.
3. A Utility employee shall only be attached to a crew working within the switching limits of the consolidated Kansas City terminal and shall not be used at any time outside of the switching limits of the consolidated Kansas City terminal, unless attached to a yard crew that is performing permissible work, in accordance with the Agreement, outside of the switching limits.

4. A utility employee may also perform work without being attached to a ground service crew and may be required to line switches for yard transfer, train or engine movements (except that a Utility employee will not be attached to an Engineer Pilot), perform flagman duties or perform work of an incidental nature. A Utility employee may perform work as a yard pilot for a road crew or foreign line yard or road crew.
5. Utility employees shall not be required to perform any service without an operable portable radio, nor shall such Utility employee be required to perform any service with any crew unless radio communication can be established between the Utility employee and the engine foreman or conductor (whichever the case may be), nor will the Utility employee be censured or disciplined or intimidated in any way whatsoever for refusing to do.
6. A Utility employee attached to a conductor-only train shall not relieve the company of the restrictions on the number or type of moves the conductor-only train may perform. Nor shall the attachment of a Utility employee to a conductor-only train relieve the company from the penalty specified in Article 1, Section 6 of the October 1, 1992 Crew Consist Agreement. For example, if a Utility employee is attached to a conductor-only train and the crew is required to make "more than one straight pick-up or one straight set-out while at (Kansas City)," the conductor "will be allowed the one-way trip mileage a brakeman would have earned had he been a member of the crew" in accordance with the provisions of Article 1, Section 6 of the October 1, 1992 Crew Consist Agreement.
7. The rate of pay for a Utility employee shall be \$207.20 for eight hours or less. All time worked in excess of 8 hours shall be paid for as overtime on a minute basis at one and one-half times the hourly rate. If a Utility employee is required to work longer than ten (10) hours in any one shift, Article 5c will apply. The rate of pay for a Utility employee shall be subject to all future general wage increases and/or cost of living increases. Such wages shall be included when calculating lump sum payments, vacation pay and any other Agreement in which wages are a determining or calculating factor.
8. All of the Rules in the Consolidated Kansas City Yard Schedule shall be applicable to a Utility employee, unless they are in conflict with this Memorandum of Agreement, in which case this agreement will control. Such Rules include (but are not limited to) overtime rules, five day work week rules, starting time rules, seniority selection rules, etc. However, Utility employees shall not qualify for the air hose coupling allowance, nor the allowance for handling end of train devices or any short-crew allowances.

Appendix No. 37 cont:

9. Utility employee positions must be advertised as provided for in Article 7 of the current Yardmen's Schedule, and utility positions must be advertised and worked during any of the three current shifts; the first shift must begin work between 6:30 A.M. and 8:00 A.M.; the second shift between 2:30 P.M. and 4:00 P.M.; and the third shift between 10:30 P.M. and 12 midnight. (Utility employee positions must be manned by promoted engine foreman.) Because the Utility employee positions are regularly assigned positions, any utility position vacancy will be filled by the senior employee at the point who has a written request on file for such service and whose starting time is within the same spread of hours as that of the Utility position that need be protected. Absent request on file, the vacancy will be filled by calling the first out employee from the controlling extra board. All Utility employee positions vacant due to vacation, laving off, or otherwise absent from his assignment, or if the Utility position is under advertisement, must be filled as outlined above. Once advertised, a Utility employee position must be filled and worked for at least one work week following the close of the advertisement. When an extra Utility position is worked for more than three consecutive calendar days, it shall be considered as a regular assignment and shall be advertised. The intent of this paragraph is to prevent the Carrier from calling Utility employees on a day to day basis, without advertising and filling the positions.

10. This agreement will become effective on November 30, 1998, after it is fully executed. It may be later changed by mutual agreement or in accord with Section 6 of the amended Railway Labor Act.

Signed and accepted at Denver, Colorado, this 30th day of September, 1998.

Signed by General Chairmen Bailey and Mason for the UTU and General Director Bell for the BNSF.

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Letter of Understanding dated October 29, 1998

Wendell Bell, General Director  
Burlington Northern Santa Fe Ry. Co.  
2600 Lou Menk Dr.  
Fort Worth, Tx. 76161-0030

Dear Sir:

This letter is in reference to our meeting on Monday, October 26, 1998 during which time we finalized the Kansas City Consolidated Yard Schedule. Specifically, this letter addresses the changes made in Appendix 37 (Utility

Employee).

Section 4 of Appendix 37 now reads as follows:

**"A utility employee may also perform work without being attached to a ground service crew and may be required to line switches for yard transfer, train or engine movements (except that a Utility employee will not be attached to an Engineer Pilot), perform flagman duties or perform work of an incidental nature. A Utility employee may perform work as a yard pilot for a road crew or foreign line yard or road crew."**

During our meeting it was agreed to remove the language "... **to couple air hoses, bleed air, set or release handbrakes, handle EOT devices ...**", therefore the work a utility employee may perform without being attached to a ground service crew is that work listed in Section 4. In other words, an **unattached** utility man may only be required to line switches for yard transfer, train or engine movements (except that a Utility employee will not be attached to an Engineer Pilot), perform flagman duties, perform work of an incidental nature, work as yard pilot for a road crew or foreign line yard or road crew.

If you feel this letter accurately reflects our understanding reached on Monday, October 26, 1998, please sign in the space provided below and return a copy to this office.

(Signed by General Chairman J.G. Bailey and General Director Wendell Bell)  
(Signatures not reproduced)

APPENDIX

The agreements and agreed understandings which precede this page and are identified as Appendix(s) have been verified.

For the BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY

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John J. Fleps  
Vice President - Labor Relations

For the United Transportation Union

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Ken Mason  
General Chairman  
United Transportation Union  
(BNSF - Former CB&Q)

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J.G. Bailey  
General Chairman  
United Transportation Union  
(BNSF - Former AT&SF)