

SECOND SERIES
QUESTIONS & ANSWERS
(SSA & SSQ)

(TAPE)
0010

- SSQ 1. IF THE TENTATIVE AGREEMENT IS RATIFIED WHAT EFFECT IF ANY WILL THIS NEW AGREEMENT HAVE ON MANNING THE SUGAR CREEK (SIBLEY) COAL TRAIN? 0010
- SSA 1. If a Brakeman from Ft. Madison is available at K.C., he/she will be used, otherwise a brakeman will be deadheaded from Ft. Madison. The first out Pool Conductor at K.C. will protect the service with the brakeman.
- SSQ 2. WHAT SENIORITY DATE WOULD BE USED TO ESTABLISH A POSITION ON THE COMBINATION CONDUCTOR/BRAKEMAN EXTRA BOARD? 1760
- SSA 2. The employee will use his/her conductor's promotion date, per Side Letter No. 14.
- SSQ 3. WHAT RATE OF PAY WOULD A PROMOTED EMPLOYEE (CONDUCTOR) RECEIVE WHEN CALLED FROM THE COMBINATION BOARD TO PROTECT A BRAKEMAN'S VACANCY? 0500
- SSA 3. Brakeman's rate of pay when protecting a brakeman's vacancy. The guarantee paid for the Combination Board will be the Conductors guarantee, however.
- SSQ 4. IF A CONDUCTOR AND A BRAKEMAN VACANCY EXIST AT THE EXACT SAME TIME, SUCH AS, BOTH THE CONDUCTOR AND BRAKEMAN HAVE LAID OFF ON THE ROAD SWITCHER, WITH AN ON DUTY TIME OF 0800 HOURS, WHAT PROCEDURE WOULD BE USED TO FILL THE CONDUCTOR VACANCY? WOULD THE FIRST OUT EMPLOYEE ASSIGNED TO THE COMBO BOARD (ASSUMING THE FIRST OUT MAN WAS A PROMOTED CONDUCTOR) BE USED AS THE CONDUCTOR? WOULD THE SENIOR OF THE TWO FIRST OUT EMPLOYEE'S (ASSUMING BOTH EMPLOYEES ARE PROMOTED AS CONDUCTOR) BE USED AS THE CONDUCTOR? 0590 & 5905
- SSA 4. The senior of the two employees will be given his/her choice of the vacancies, provided the two vacancies exist on the same crew.
- SSQ 5. CAN THE CARRIER FLOOD (OVER STAFF) THE EXTRA BOARDS? 3820
- SSA 5. NO. Except as provided in Side Letter No. 17.

		(TAPE)
SSQ	6. IF AN EMPLOYEE ASSIGNED TO THE RESERVE BOARD IS INSTRUCTED TO ATTEND THE MTQ CLASS AND FAILS TO REPORT (SHOW UP FOR CLASS); HOW WOULD THIS EMPLOYEE BE HANDLED?	3820
SSA	6. The employee would lose one day of Reserve Board Pay corresponding to the day he/she was assigned to attend the MTQ Class. However, this employee would not be subject to any type of discipline for missing the MTQ Class.	
SSQ	7. WILL AN EMPLOYEE BE SCHEDULED FOR AN MTQ CLASS WHILE ON HIS/HER ASSIGNED DAYS OFF?	0915
SSA	7. No. And there is no provision to reduce the earnings or pay of an employee that is not scheduled to work.	
SSQ	8. WILL AN EMPLOYEE ON VACATION BE REQUIRED TO ATTEND MTQ CLASSES?	<u>1400</u>
SSA	8. No.	
SSQ	9. WILL EMPLOYEE'S BE PERMITTED TO RE SCHEDULE (CHANGE) SCHEDULED VACATIONS OTHER THAN BY THE FLOAT PROCEDURE?	1040
SSA	9. Yes.	
SSQ	10. WILL THEY ALSO BE ABLE TO FLOAT MORE THAT 2 WEEKS AT ANYONE TIME?	1045
SSA	10. No. Maximum number of weeks allowed to float at any one time is 2 weeks.	
SSQ	11. WILL VACATIONS BE SCHEDULED AS THEY ARE BEING SCHEDULED CURRENTLY?	1325
SSA	11. Yes. Then an employee could float during the year.	
SSQ	12. CAN AN EMPLOYEE FLOAT HIS VACATION TO A LATER DATE. FOR EXAMPLE: COULD A VACATION SCHEDULED FOR MAY BE FLOATED TO OCTOBER?	1430
SSA	12. No. A vacation period scheduled in May could only be floated to a time earlier in the year (Jan., Feb., March or April), not later, such as June, July, etc.	
SSQ	13. WHY DOES THIS AGREEMENT NOT CONTAIN ANY PROVISIONS OR PROCEDURE ADDRESSING THE ACCELERATED CONDUCTOR PROMOTION?	1630

(TAPE)

- SSA 13. Carrier already has the right under the provisions of PEB 219 and Article V of the 1991 Implementing Documents along with Side Letter No. 9 of said Documents.
- SSQ 14. DOES THIS AGREEMENT HAVE ANY BEARING ON THE CONDUCTOR PROMOTION RULE? 2520
- SSA 14. No
- SSQ 15. WILL ALL EMPLOYEES BE OFFERED THE CONDUCTOR'S PROMOTION? 2035
- SSA 15. Yes. So - called yard fixtures will establish a brakemans date if he/she passes promotion to conductor.
- SSQ 16. WOULD THE CARRIER BE PERMITTED TO CHANGE THIS AGREEMENT BY SERVING NOTICE, SUCH AS, IF THE CARRIER DESIRES TO "FINE TUNE" THIS AGREEMENT ALSO? 2150
- SSA 16. The PEB Moratorium precludes serving of any notices until the end of 1994, which would be handled in 1995. However, there is an additional Moratorium in this Agreement that prohibits any changes concerning the Crew Consist Agreement or issue. No notices are allowed for the crew consist issue per this Moratorium. In addition to this Moratorium, Side Letter #6 would automatically be triggered for protection.
- SSQ 17. HOW DOES AN EMPLOYEE THAT WAS REQUIRED TO LAY OFF OR TAKE A LEAVE OF ABSENCE IN ORDER TO PERFORM OFFICIAL UNION BUSINESS SUBMIT TO THE CARRIER THE COMPENSATION RECEIVED FOR SUCH UNION WORK IN ORDER THAT THE EMPLOYEE WOULD RECEIVE THE CORRECT RATE OF PAY IF ASSIGNED TO THE RECEIVE BOARD? EXAMPLE: 1991 EARNED \$ 43,000 WITH THE SANTA FE, AND EARNED AN ADDITIONAL \$ 5,000 WITH THE UNION (UNION EARNINGS MAY BE FROM THE LOCAL, OR FROM THE LOCAL AND THE INTERNATIONAL). 3210
- SSA 17. Union earnings received for time lost will be added to the Santa Fe earnings. The General Chairman will furnish the Carrier the amount of lost time earnings for each Union Officer.
- SSQ 18. THE AGREEMENT PROVIDES FOR THE SWAPPING OR EXCHANGING OF TRAINS; AND UNDERSTANDING THAT, AND A CONDUCTOR ONLY CAN EXCHANGE TRAINS WITH ANOTHER CONDUCTOR ONLY, DOES THE AGREEMENT PROVIDE FOR ANY OTHER CHANGES, SUCH AS ELIMINATING ANY ARBITRARY OR SPECIAL ALLOWANCES FOR SWAPPING TRAINS, AS PROVIDED FOR IN I.D. SERVICE AGREEMENTS? 3045

(TAPE)

- SSA 18. No. The Levin/Elterman settlement and all other prior Agreements remain intact.
- SSQ 19. CAN A CONDUCTOR-ONLY MAKE A SET-OUT AT THEIR FINAL TERMINAL AND THEN DELIVER THEIR TRAIN TO A FOREIGN LINE CARRIER? 6315
- SSA 19. Yes. This would count as one (1) set-out.
- SSQ 20. WOULD IT BE A VIOLATION IF THE CREW HAD TO DOUBLE THEIR SET-OUT AT THE FINAL TERMINAL AND THEN HAD TO DOUBLE OVER WHEN YARDING THEIR TRAIN? 6420
- SSA 20. Yes.
- SSQ 21. WHY DID, OR DID THE OTHER TWO LINES (WEST COAST & TEXAS) RECEIVE MORE UP FRONT MONIES THAN WE DID? 3460
- SSA 21. The other two Committees received \$10,000.00 up front and \$65,000.00 deferred in their first Crew Consist Modification and a \$2,000.00 signing bonus in their second (last) Crew Consist Modification Agreement for a grand total of \$12,000.00 cash up front and \$65,000.00 deferred.
- This Committee received a \$5,000.00 up front payment as a result of our December 3, 1990 Crew Consist Modification Agreement and is being offered \$10,000.00 up front with \$65,000.00 deferred for a grand total of \$15,000.00 cash up front and \$65,000.00 deferred.
- SSQ 22. WILL AN INJURED EMPLOYEE ON LIGHT DUTY RECEIVE THE \$10,000./65,000. PROVIDED FOR BY THIS AGREEMENT? 4680
- SSA 22. Yes.
- SSQ 23. WHEN IS THE INTEREST PAID TO THE SUPPLEMENTAL RETIREMENT BENEFIT (SRB)? 5490
- SSA 23. September 1, of each year.
- SSQ 24. IF AN EMPLOYEE LEAVES THE SERVICE OF THE CARRIER (RESIGNS, DISMISSED OR DIES) DURING THE MIDDLE OF A RESPECTIVE YEAR (SEPT -- SEPT) WILL HE/SHE RECEIVE A PRORATED INTEREST PAYMENT? 5500
- SSA 24. No. All payments to SRB are made on Sept 1 of each year. If an employee left the service any time prior to Sept 1, he/she would not receive the interest payment for the year left.

(TAPE)
5535

SSQ 25. IF AN EMPLOYEE IS REMOVED FROM SERVICE
(SUSPENDED/DISMISSED) WILL HE/SHE RECEIVE THE
\$65,000.00 DEFERRED AT THAT TIME?

SSA 25. He/she will receive the money when it is determined
that he/she has permanently left the service of the
Carrier (PLB and lost).

SSQ 26. THE AGREEMENT PROVIDES FOR CONDUCTOR ONLY BEING 4190
REQUIRED TO MAKE A MAXIMUM OF 3 SET-OUTS OR 3
PICK-UPS (OR A COMBINATION OF THE 2). ARE THE
SET-OUTS AND PICK-UPS LIMITED TO THE CONDUCTOR-ONLY
TRAIN, EXCLUSIVELY. EXAMPLE: CAN A CONDUCTOR ONLY THAT
ARRIVES AT SLATON, TX BE REQUIRED TO TIE UP THE TRAIN
ARRIVED ON, AND BOARD ANOTHER TRAIN STANDING IN THE YARD
AND THEN COMMENCE MAKING SET-OUTS OR PICK-UPS ON THIS
TRAIN. ARE THE THREE SET-OUTS OR PICK-UPS LIMITED TO
THE CONDUCTOR ONLY TRAIN OR IN THIS EXAMPLE COULD THE
CONDUCTOR ONLY TURN IN TO A SWITCH CREW?

SSA 26. No. Conductor-only work is limited (restricted) to
his/her own train. He/She can not arrive at FTD with
his/her train, tie up and then be assigned to work with
another train.

SSQ 27. IF THERE IS A CONDUCTOR-ONLY VIOLATION (4 OR MORE 6200
SET-OUTS AND/OR PICK-UPS) THE PAYMENT PROVIDED FOR
IN ARTICLE I, SECTION 6 IS TRIGGERED AND WOULD BE PAYABLE.
IF THE VIOLATION OCCURS WHILE AT AN INITIAL OR FINAL
TERMINAL; OR AT ANY POINT WHERE A YARD ENGINE IS ON DUTY,
WOULD THE FIRST OUT MAN ON THE COMBINATION BOARD RECEIVE A
PENALTY CLAIM? WOULD THE 2 FIRST-OUT YARDMEN ALSO RECEIVE A
PENALTY CLAIM?

SSA 27. First answer would be No, the first out man on the
Combination Board would not receive a penalty claim.
In regards to the 2 first-out yardman, this answer would
be yes. Both yardmen would receive a penalty claim (basic
day).

SSQ 28. AT INTERMEDIATE POINTS WHERE YARD ENGINES ARE ON 6480
DUTY, HOW MANY SET-OUTS AND/OR PICK-UPS COULD A
CONDUCTOR ONLY MAKE?

SSA 28. Maximum of three (3), this would depend on if any moves
had been performed at the initial terminal. If one (1)
set-out had been performed at the initial terminal and
one (1) pick-up made enroute, then the maximum would
then be only one (1). Under No Circumstances can more
than three (3) set-outs and/or pick-ups be made by a
Conductor-only.

(TAPE)
6910

SSQ 29. IF AN EMPLOYEE IS ASSIGNED TO THE RESERVE BOARD AND IS INSTRUCTED TO ATTEND CONDUCTOR TRAINING, WHAT RATE WOULD THIS EMPLOYEE RECEIVE?

SSA 29. It would be permissible for the employee assigned to the Reserve Board to have to attend Conductor Promotion Training. However, the employee would receive Reserve Board Pay while attending.

SSQ 30. IF AN EMPLOYEE ASSIGNED TO THE RESERVE BOARD IS INSTRUCTED TO ATTEND CONDUCTOR TRAINING, AND WHILE ATTENDING THE CONDUCTOR TRAINING PROGRAM WOULD HAPPEN TO BID IN A REGULAR ASSIGNMENT PRIOR TO THE COMPLETION OF CONDUCTOR TRAINING PROGRAM. WHAT RATE OF PAY WOULD THIS EMPLOYEE RECEIVE FOR THE REMAINING DAYS OF CONDUCTOR TRAINING, AFTER BIDDING IN A REGULAR ASSIGNMENT? 6965

SSA 30. Employees regularly assigned receive no compensation while attending the Conductor Training Program.

SSQ 31. IS THE \$15.00 AND \$7.00 PROVIDED FOR IN ARTICLE VII SUBJECT TO ALL FUTURE WAGE AND COST-OF-LIVING ALLOWANCE INCREASES BECOMING EFFECTIVE ON OR SUBSEQUENT TO THE DATE OF THIS AGREEMENT? 7030

SSA 31. Yes.

SSQ 32. DO THE EMPLOYEES CALLED TO DEADHEAD RECEIVE THE \$15.00/\$7.00 PROVIDED FOR IN ARTICLE VII FOR THAT SPECIFIC TOUR OF DUTY? 7005

SSA 32. No. Must be actually working to receive "special car scale additive."

SSQ 33. WHAT DOES ARTICLE X, c. (5) MEAN? 7090

SSA 33. The Organization (UTU) and the Carrier have the latitude to go back in and add any employee's names that may have been inadvertently omitted from the list of eligible employees. Once an employee is covered he/she is covered for life, No One can take his/her protection away (This can not be renegotiated, this paragraph only provides for the adding of those that may not have been provided coverage initially).

SSQ 34. DOES THIS AGREEMENT PROVIDE FOR SYSTEM SENIORITY? 7200

SSA 34. No. This agreement only provides seniority rights within the territory under the jurisdiction of this General Committee.

- (TAPE)
1810
- SSQ 35. UNDER SIDE LETTER #5, WOULD THE EMPLOYEE'S HAVE TO BE FROM THE SAME CRAFT?
- SSA 35. Yes.
- SSQ 36. ARE PENALTY TIME CLAIMS PAID COMPUTED IN THE BASE YEAR IN WHICH PAYMENT IS RECEIVED? 1975
- SSA 36. Yes.
- SSQ 37. DO EXEMPT EMPLOYEES (ATM'S, ETC.) QUALIFY FOR THE \$10,000./65,000. (SRB)? 4400
- SSA 37. Employees regularly assigned as exempt employees do not and can not qualify for the \$10,000./65,000.
- SSQ 38. (Previous question #28 concerned the steps necessary in the filling of yardman vacancies once the yardman's extra board was exhausted) WOULD ARTICLE 9 (EXTRA MEN: FIRST IN, FIRST OUT) HAVE TO BE EXHAUSTED (COMPLETELY COMPLIED WITH) BEFORE USING ANY MEN ASSIGNED TO THE RESERVE BOARD? 1480
- SSA 38. Yes. Article 9 of the Yardman's Schedule must be exhausted, once Article 9 is exhausted the next step would be to use Reserve Board employee's.
- SSQ 39. (Regarding the second step in answer to previous question #28, "...then the vacancy will be filled in accordance with the Rules and practices in effect prior to this Agreement.") IF AFTER CALLING ALL RESERVE BOARD EMPLOYEES THERE ARE STILL VACANCIES THAT MUST BE FILLED, WHO WOULD BE CALLED NEXT TO PROTECT THE REMAINING VACANCIES? 1525
- SSA 39. After many discussions with Yard Local Chairmen it was determined that there were many different ideas and thoughts on how the remaining vacancies should be filled. Carrier Officer's agreed that the Local Chairmen could handle this matter on a Local Basis and determine what consistent policy they want to be applied at their point.
- SSQ 40. WILL THIS AGREEMENT HAVE ANY EFFECT ON THE EMPLOYEE'S ANNIVERSARY DATE REGARDING VACATION QUALIFICATIONS? 6690
- SSA 40. All employee's will be considered as hiring out on January 1 of the year employed, per side Letter #15.