

AGREEMENT

BETWEEN

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY

AND THE

UNITED TRANSPORTATION UNION (CT&Y)

Effective December 4, 1990, it is agreed the basic Crew Consist Agreement between the parties effective May 15, 1981, and signed May 19, 1981, is amended as follows:

ARTICLE I
CREW CONSIST

- a. The basic crew consist for all crews operated shall be one (1) Conductor/Foreman and one (1) Brakeman/ Yard Helper, subject to the provisions of this Agreement.
- b. No car count or train length limitation in the operation of trains with crews of one Conductor and one Brakeman will be imposed.
- c. Except as otherwise provided for in this Agreement, the consist of all road freight and yard crews shall not be less than a conductor (foreman) and one brakeman (helper).
- d. The Carrier may add additional positions of brakemen/helpers to any assignments when the Carrier considers the additional positions necessary. If additional brakemen/helpers are used on a shift/tour of duty, any such second brakemen/helpers must then be used on that assignment/turn for four more consecutive workdays.

ARTICLE II
SEPARATION ALLOWANCE

- a. Commencing on December 4, 1990, the Company will solicit for a period of ninety (90) days voluntary separation requests from protected employees as defined in Paragraph (d) of this Article of this Agreement. The amount of the separation allowance shall be \$75,000.00 subject to all applicable taxes.
- b. Protected employees electing separation shall be afforded the options set forth in Attachment "A".
- c. Protected employees wishing to apply for a voluntary separation allowance must apply to the designated Company officer during the ninety (90) day period set forth in Paragraph (a), above.
- d. For purposes of this Article II, an employee is a "protected" employee if he is holding a regular assignment, is off-in-force

reduction or holds seniority in a craft and on a territory represented by this Committee, but protected employees for purposes of this Article shall not include anyone who during a period in which a separation allowance may be applied for under this Agreement holds a position of employment with another railroad or is ineligible or unable to mark up for service for any reason other than being furloughed.

e. During the period November 1, 1991 through January 15, 1992, any protected employee as defined in Paragraph (d) of this Article, may request a voluntary separation allowance. The amount of the allowance shall be \$50,000.00, subject to all applicable taxes, and employees electing the separation shall be afforded the options set forth in Attachment "A".

f. Nothing in this Article II supersedes or modifies the provisions of Article 20 of the basic Crew Consist Agreement effective May 15, 1981.

ARTICLE III GUARANTEED EXTRA BOARDS

a. Existing mileage extra boards will be replaced by guaranteed extra boards for conductors and brakemen. Separate guaranteed extra boards will be established for conductors and brakemen. Guaranteed extra boards will remain in effect for yardmen at those locations where they presently exist.

b. Each extra board conductor who is available for service an entire half month will be guaranteed a monetary equivalent of 19 days' pay at the conductors' minimum basic through freight rate (\$114.1772 per day), subject to all general wage increases and COLA adjustments. Each extra board brakeman who is available for service an entire half month will be guaranteed a monetary equivalent of 18 days' pay at the trainman's minimum basic through freight rate (\$107.5568 per day), subject to all general wage increases and COLA adjustments. In the event all earnings (exclusive of penalty time claims and Productivity Fund shares) do not equal or exceed this amount, necessary adjustment will be made. The Guarantee will be reduced by 1/15 for each calendar day or portion thereof the employee is unavailable for service.

c. The yardmen's guaranteed extra board will be regulated as provided for in the Yard Schedule, except as amended below:

1. The four day guarantee per week is increased to five days per week.
2. The regulation formula in Article 11(b)(2) is amended to include reserve board employee(s) in addition to those involuntarily off-in-force reduction.

3. A yardmen's extra board cannot be reduced to zero (0) if any yardman is involuntarily off-in-force reduction or on the reserve board and there is at least one yard engine assignment in that yard.
- d. Employees added to or removed from road boards on other than the 1st and 16th by the Carrier will be paid a guarantee equivalent to 1/15 of the half month guarantee for each calendar day they are available on the board. Employees added to or reduced from the extra board will be paid a guarantee for the day provided the employee meets the eligibility requirements of this article and all earnings made on the day added or reduced will be included in the computation of the guarantee.
- e. Extra board employees shall be used on a first-in, first-out basis.
- f. Layoffs for jury duty or bereavement leave will not be counted as a "lay-off" toward forfeiture of guarantee in that pay period. However, if the employee lays off in advance of that necessary and/or does not report for service after complete or temporary release from jury duty, such time will be counted as a "lay-off" toward forfeiture of guarantee. Layoffs by officers or committeemen for union business for a duration of less than 48 hours will not be counted as a "lay-off" toward forfeiture of guarantee in that pay period. A conductor or brakeman who lays off more than twice in a pay period forfeits the guarantee and shall only receive pay for work performed in that pay period.
- g. Conductors' and brakemen's extra boards will be adjusted as follows:
 1. The brakemen's extra boards will be regulated by the current Road Schedule rule (Article 23(m)) except that all mileage figures therein will be increased by 100 miles.
 2. The conductors' extra boards will be regulated in the same manner as the brakemen's extra boards except that the number of conductors assigned thereto may be regulated by the Local Chairman of the UTU/C with the concurrence of the superintendent or his designated representative.
 3. All mileage made by any employee in all classes of service to protect brakemen's vacancies, will be counted in determining the average mileage for regulation purposes.
- h. In the event of a temporary brakeman or yard helper vacancy and the brakemen's and yardmen's extra boards are exhausted, the

vacancy will be filled as follows:

1. Reserve board employee with request on file for such service.
2. OIFR employee in accordance with the current Schedule Rule.
3. Will be filled in accordance with rules and practices in effect prior to this agreement.

ARTICLE IV
RESERVE BOARD

a. Carrier will establish a reserve board on each prior rights seniority district for employees with a seniority date prior to October 31, 1985. The number of positions on each reserve board will be equal to the number of excess brakemen/yardmen resulting from the application of this agreement, i.e., the number of employees unable to hold an assignment or the extra board.

b. Absent sufficient voluntary requests for the reserve board from senior employees, the most junior excess brakemen/yardmen will be assigned.

c. An employee on the Reserve Board shall be paid whichever is the greater of the following options:

1. 70% of the basic yard helper's rate (subject to future wage increases) for five days per week; or,
2. 70% of the employee's W-2 earnings during the calendar year 1989, less payments such as productivity fund payments, moving/real estate lump sums.
3. No other payments shall be made to or on behalf of a reserve employee except for payment of premiums under applicable health and welfare plans. No deductions from pay shall be made on behalf of a reserve employee except for deductions of income, employment or payroll taxes (including railroad retirement taxes) pursuant to federal, state or local law, deductions of dues pursuant to an applicable union shop agreement and any other deductions authorized by agreement, as may otherwise be authorized by this rule; and, any other legally required deduction.

NOTE: The phrase "no other payments shall be made to or on behalf of an employee on the Reserve Board..." would not preclude an employee on the Reserve Board from receiving payments on a pending penalty claim. Penalty claim payments due, if any, will be paid in addition to the

earnings of a reserve employee.

d. An employee on a Reserve Board shall remain in that status until:

1. The employee resigns from the Carrier's employment.
2. The employee retires on an annuity (including a disability annuity) under the Railroad Retirement Act.
3. The employee returns to active service.
4. The employee is displaced by another employee through the exercise of seniority or is assigned to a position per Agreement rules.
5. At the end of 10 years from the effective date of this agreement, all reserve boards will be abolished and any remaining protected employees thereon will have full displacement rights.

e. Employees on the Reserve Board will be recalled in reverse seniority order unless a senior employee has filed a request to return to active service and will retain their original seniority date and standing provided they report for duty within fifteen days from (a) date such notice is received as evidenced by return register receipt, or (b) letter is returned unclaimed to employing officer, in which latter event the date as shown on sending party's receipt affixed by Post Office will establish date from which the 15-day period will run. Failure to report for duty within fifteen days from the date of notification will result in automatic forfeiture of seniority.

1. An employee who returns to service within the first three calendar days of the fifteen day recall period will receive Reserve Board pay until the end of the three calendar days (commencing with date of notification), in addition to all other earnings. Otherwise, an employee recalled from a Reserve Board would be entitled to no payment from the time of recall until he returns to service.
2. Reserve employees must maintain the same train service proficiencies while in such status as are required of employees in active train service, including successfully completing any retraining or refresher programs that the carrier may require and passing any tests or examinations (including physical examinations) administered for purposes of determining whether such proficiencies and abil-

ities have been maintained. In those cases the employee will be compensated under the Operating Rules Agreement. Employees will be notified by certified mail of required tests and examinations.

f. Other employment while on the Reserve Board is permissible; however, work on another railroad or full-time union work at the general committee of adjustment or international level is prohibited. There shall be no offset for outside earnings.

g. An employee observing vacation while in reserve status will receive vacation pay or reserve pay, whichever is greater. Time spent in reserve status will not count toward determining whether the employee is eligible for vacation in succeeding years. It will count as time in determining the length of vacation to which an employee, otherwise eligible, is entitled.

h. Employees are not eligible for Holiday Pay, Personal Leave Days, Bereavement Leave, Jury Pay and all other similar allowances while on the Reserve Board.

i. Employees on the Reserve Board are covered by Health and Welfare Plans, Union Shop, Dues Check-Off, Discipline Rules and the Grievance Procedures that are applicable to employees in active service.

j. It is understood the Reserve Board will not operate when all protected employees on the appropriate Seniority Roster on the date of this Agreement are placed on either a Guaranteed Extra Board position or a regular job; however, established reserve board positions will always be preserved, subject to Paragraph d. 5. and/or the offset provisions of Paragraph 1. of this Article.

k. Under this Article IV, an eligible employee is defined as an employee holding a regular assignment, including unassigned freight service and extra board assignments, or who is off-in-force reduction on December 4, 1990, and who is a "protected" employee under the terms of the basic Crew Consist Agreement (except post May 15, 1981 employees may exercise seniority to a Reserve Board position in lieu of being furloughed if there are open Reserve Board slots). An employee, otherwise eligible, but who was not holding a regular assignment, including unassigned freight service and extra board assignments or off-in-force reduction on December 4, 1990 shall not be considered an eligible employee.

l. The number of Reserve Board positions on each seniority district shall be a number equivalent to the sum of the number of second brakeman/helper positions, the number of first brakemen positions on regular conductor-only service, and the number of positions on the brakemen's and yardmen's guaranteed extra boards. Any increase or decrease in the number of active positions will

result in a corresponding increase or decrease in the number of reserve positions. If the number of occupants on a reserve board exceeds the allotted number of positions, the excess employees will be furloughed.

m. In connection with the establishment of reserve boards under this agreement, an adjustment in productivity fund contributions otherwise due under the 1981 Crew Consist Agreement or Article V, Paragraph (i) of this Agreement will be made as follows:

1. For each prior rights seniority district where there are employees on a corresponding reserve board, the Carrier will not make a productivity fund contribution for each yard tour of duty or road freight service trip on which a reserve board member would have worked but for this Agreement.
2. One example of the application of this principle is the following. On a prior rights seniority district where there are ten (10) employees on a corresponding reserve board and there are concurrently thirty (30) chain gang turns, the Carrier will not make productivity fund contributions for ten (10) of those thirty (30) turns.
3. Another example of the application of this principle is the following. On a prior rights seniority district where there is one (1) employee on a corresponding reserve board and there are concurrently five (5) yard engine assignments, the Carrier will not make a productivity fund contribution for one (1) of those five (5) yard engine assignments.

ARTICLE V
CONDUCTOR ONLY

Carrier may establish conductor-only service subject to the following conditions:

a. Conductor-only service may be established on existing trains, with a maximum of three trains in each direction on any crew district except that a fourth train in each direction may also be established with the concurrence of affected local chairmen if such trains are necessary to balance conductor-only assignments.

b. Conductor-only trains are subject to the restrictions which follow in this Paragraph b of this Article V. Such trains will not be required en route to perform switching, or make more than two straight set-outs or two straight pick-ups or one of each per tour of duty, excluding bad orders. For purposes of this Article V, two straight set-outs or two straight pick-ups, or one of each en route by a conductor-only train shall not be deemed "switching".

NOTE: Employees in conductor-only service shall not be required to perform switching or make pick-ups or set-outs at the initial or final terminal.

c. In addition to conductor-only trains established under Paragraph a of this Article V, the Carrier may operate conductor-only trains composed entirely of new business, subject to the restrictions set forth in Paragraph b of this Article V.

d. When any reserve board established under this Agreement is vacant, and before the Carrier must hire additional brakemen or yardmen on the corresponding seniority district, the Carrier and Organization shall meet to discuss solutions to the situation and permissible topics of such discussions shall include the possibility of conductor-only service in addition to that already established under Paragraphs a and c of this Article V.

e. Conductors assigned to conductor-only service will be governed by applicable schedule agreement rules covering regular assignments, except train symbol designation is not required.

f. The local chairmen and regional managers, or their representatives, will cooperate in establishing the assignments. Any mileage equalization will be resolved by the Organization in a manner that will not result in additional expense to the Carrier.

g. Vacancies will be filled by the controlling extra board on the seniority district to which the assignment belongs.

h. Miles in excess of the basic day will be allowed at the basic rate in effect June 30, 1988.

i. Subject to Article IV, Paragraph m of this Agreement, for each service trip that a conductor-only crew is operated, the Carrier will pay into the Employees Productivity Fund the sum of \$48.25 in the same manner as is prescribed by Article 19 of the May 15, 1981 basic Crew Consist Agreement for crews of one conductor and one brakeman.

ARTICLE VI PERSONAL LEAVE DAYS

Article 22 of the basic Crew Consist Agreement between the parties effective May 15, and signed May 19, 1981 is amended as follows:

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

9. At the end of each calendar year, the General and Local Chairman will be furnished a list of the number of accumulated personal leave days for each employee.

ARTICLE VII

Effective December 4, 1990, all standard basic daily rates of pay in effect on December 3, 1990, will be increased by \$5.00 and will be subject to future wage increases and cost-of-living adjustments. Payment under Code 32 is discontinued.

ARTICLE VIII ADJUSTING CHAIN GANG

Article 22(j) of the Road Schedule is amended as follows:

The current mileage regulation of 3,500 - 4,000 miles is increased to 3,700 - 4,200 miles.

ARTICLE IX LUMP SUM PAYMENT

A lump sum payment of \$5,000 will be paid by separate check to each protected employee within fifteen (15) days after notification of ratification subject to all applicable taxes.

For purposes of this Article IX, an employee is a "protected" employee if he is holding a regular assignment, is off-in-force reduction or holds seniority in a craft and on a territory represented by this Committee; but protected employees for purposes of this Article shall not include anyone who during a period in which a lump sum payment is made under this Agreement holds a position of employment with another railroad or is ineligible or unable to mark up for service for any reason other than being furloughed.

The total lump sum payment made to any employee under this Article and any separation allowance paid under Article II to the same employee will not exceed \$75,000.

ARTICLE X DEADHEADING

The payment to chain gang crews deadheaded terminal to terminal will be as follows:

1. On runs of 200 miles or more, terminal to terminal, chain gang crews shall not be deadheaded more than one (1) time per calendar month.

2. On runs less than 200 miles, terminal to terminal, chain gang crews shall not be deadheaded more than four (4) times per calendar month.
3. If a crew is deadheaded in excess of that specified above, the crew shall be paid actual miles.
4. If a crew stands to deadhead but has already deadheaded in that calendar month, the crew can be runaround without penalty to the Carrier. A crew who is runaround shall be entitled to regain their turn.
5. The above provisions will supersede all other rules, agreements and/or understandings which are in conflict herewith.

ARTICLE XI
MORATORIUM

The moratorium set forth in the Crew Consist Agreement effective May 15, 1981 and signed May 19, 1981, applies to this Agreement. It is, therefore, understood that this Crew Consist Agreement is an Agreement between The Atchison, Topeka and Santa Fe Railway Company and the United Transportation Union (CTU) under the jurisdiction of the undersigned general chairman, and the provisions of this Agreement and the Side Letters thereto are not subject to change by the provisions of any National Agreement between the National Carrier's Conference Committee and the United Transportation Union unless the parties mutually agree to the contrary.

This Agreement, signed this 3rd day of December, 1990, will become effective at 12:01 A.M. on December 4, 1990, and will comport with the provisions of Articles 24 and 25 of the Memorandum of Agreement signed May 19, 1981, effective May 15, 1981.

FOR THE ORGANIZATION:

M. R. Hicks
General Chairman, United
Transportation Union (CTU)

FOR THE CARRIER:

Donald E. Rapp
Vice President - Human Resources



The Atchison, Topeka and Santa Fe Railway Company

80 E. Jackson Blvd.,
Chicago, Illinois 60604

October 3, 1990

SIDE LETTER NO. 1

Mr. M. R. Hicks, General Chairman
United Transportation Union (CT&Y)
8100 Marty, Suite 100
Overland Park, Kansas 66204

Re: Crew Consist Agreement Amendments of December 4, 1990

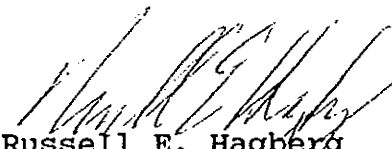
Dear Sir:

In connection with the application of Article II, Paragraph (b) of the captioned Agreement, the parties hereby agree as follows:


In the case of any employee applying for the \$75,000 voluntary separation allowance on or before March 3, 1991, but whose services are required by the Carrier, the Carrier may defer payment of the \$75,000 separation allowance until the period November 1, 1991 through January 15, 1992. In such event, the employee who timely applied for the \$75,000 separation allowance but was not then permitted to receive such payment, shall be permitted, if he still desires to do so, to separate in exchange for the \$75,000 separation allowance any time during the period November 1, 1991 through January 15, 1992, provided that he remained available for service with the Carrier continuously since first timely applying for the \$75,000 payment.

If the foregoing correctly represents our understanding in this regard, please so indicate in the space provided below.

Yours truly,


Russell E. Hagberg
Vice President - Human Resources

I agree:


M. R. Hicks, General Chairman

1903



The Atchison, Topeka and Santa Fe Railway Company

80 E. Jackson Blvd.,
Chicago, Illinois 60604

October 3, 1990

SIDE LETTER NO. 2

Mr. M. R. Hicks, General Chairman
United Transportation Union (CT&Y)
8100 Marty, Suite 100
Overland Park, Kansas 66204

Dear Sir:

This will confirm our understanding during the negotiations of the Agreement of this date that the Schedule governing Rates of Pay and Working Conditions for Yardmen represented by the United Transportation Union, effective January 1, 1966 as reprinted as of October 1, 1983 will apply to Chicago Terminal yardmen as of December 4, 1990.

The Carrier shall make a sufficient supply of the "Gray Books" (Form 2774 Std.) available for all Chicago Terminal yardmen at a convenient location for the yardmen.

The Schedule of Rates, Rules and Regulations for Yardmen in the Chicago Terminal effective July 1, 1956, will no longer be applicable as of December 4, 1990.

Chicago Terminal extra yardmen will receive a calling time of two (2) hours prior to the on-duty time of the job or assignment.

Please indicate your agreement by signing in the space provided below.

Yours truly,

Russell E. Hagberg
Vice President - Human Resources

I agree:

M. R. Hicks
M. R. Hicks, General Chairman



The Atchison, Topeka and Santa Fe Railway Company

80 E. Jackson Blvd.,
Chicago, Illinois 60604

October 3, 1990

SIDE LETTER NO. 3

Mr. M. R. Hicks, General Chairman
United Transportation Union (CT&Y)
8100 Marty, Suite 100
Overland Park, Kansas 66204

Dear Sir:

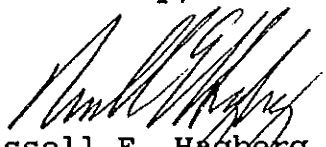
This will confirm our understanding during the negotiations of the Crew Consist Modification Agreement of this date that the manning of the Reserve Boards will be handled in the following manner:

The number of Reserve Board positions on each seniority district Reserve Board (as shown next under) will be determined and the equivalent number of senior employees having a request on file for the Reserve Board will be assigned. If there are insufficient number of requests for the Reserve Board, the Carrier may force assign, in reverse seniority order, the appropriate number of junior employees to the Reserve Board.

Employees in active service may exercise their seniority to the Reserve Board by displacing on the Reserve Board, by making a written request for an open slot on the Reserve Board, or by having a written application on file for a Reserve Board vacancy when one occurs.

Employees on the Reserve Board may exercise their seniority to active service by bidding or bumping only. A written application for unassigned service (chain gang, extra board, etc.) will be considered as a bid. However, anyone who voluntarily bids to the Reserve Board may not for a period of thirty (30) days thereafter voluntarily exercise his seniority to active service, unless such employee accrues displacement rights.

Yours truly,


Russell E. Hogberg
Vice President - Human Resources

I agree:


M. R. Hicks, General Chairman

RESERVE BOARDS

<u>LOCATION</u>	<u>HIRE OUT DATE AS A BRAKEMAN OR YARDMAN PRIOR RIGHTS DISTRICT</u>	<u>EMPLOYEE DESIRING RESERVE BOARD MUST USE HIS SENIOR- ITY DATE ON THE FOLLOWING ROSTERS:</u>
Chicago	Chicago Terminal	
Chillicothe	Former Illinois Division 1 & 2	
Ft. Madison and Marceline	Former Illinois Division 3 & 4	
Kansas City	Former K.C. Division Yardmen	Former Eastern Sen. Dist. 1 and Southern Kansas Dist.
Kansas City	Former Eastern Sen. Dist. 1	Southern Kansas Sen. Dist.
Chanute	Former Southern Kansas Sen. Dist.	Former Eastern Sen. Dist. 1
Emporia	Former Middle Div. District 1	
Newton	Former Middle Div. District 2	
Arkansas City	Former Middle Div. District 3	
Wellington	Former Plains Div. Zone 2	
Amarillo	Former Plains Div. Zone 1	Plains Div. Zone 3
Slaton	Former Plains Div. Zone 3	Plains Div. Zone 1
Denver	Former Colorado Div. Denver Dist.	
Pueblo	Former Colorado Div. Pueblo Dist.	Colorado Div. Denver Dist.
La Junta	Former Colorado Div. First Dist.	
Raton, Albuquerque, El Paso	Former Colorado Div. 2nd, 3rd, 4th & El Paso Districts	New Mexico Division
Clovis, Belen, Carlsbad	Former New Mexico Division	Colorado Div. 2nd, 3rd, 4th & El Paso Districts

The Atchison, Topeka and Santa Fe Railway Company



80 E. Jackson Blvd.,
Chicago, Illinois 60604

October 3, 1990


SIDE LETTER NO. 4

Mr. M. R. Hicks, General Chairman
United Transportation Union (CT&Y)
8100 Marty, Suite 100
Overland Park, Kansas 66204

Dear Sir:

This will confirm our understanding during the negotiations concerning Article V (conductor-only service) of the Crew Consist Modification Agreement that provisions in this Agreement concerning conductor-only service are intended to enhance the flexibility and competitiveness of Santa Fe through train service and, therefore, improve Santa Fe's capacity to market its services in the highly competitive transportation marketplace.

Yours truly,


Russell E. Hagberg
Vice President - Human Resources

I agree:



M. R. Hicks, General Chairman

The Atchison, Topeka and Santa Fe Railway Company



80 E. Jackson Blvd.,
Chicago, Illinois 60604

October 3, 1990
SIDE LETTER NO. 5

Mr. M. R. Hicks, General Chairman
United Transportation Union (CT&Y)
8100 Marty, Suite 100
Overland Park, Kansas 66204

Dear Sir:

This will confirm our understanding during the negotiations concerning Article V of the Crew Consist Modification Agreement of this date that the penalty for violation of the restrictions in Article V(b) is as follows:

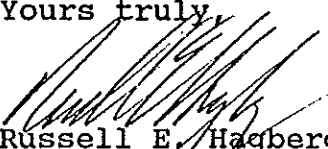
Item 1 - If a conductor is required en route to perform switching or make more than two straight set-outs or two straight pick-ups or one straight set-out and one straight pick-up per tour of duty, the conductor will be entitled to the one-way trip mileage a brakeman would have earned had he been a member of the crew, in addition to all other earnings.

Item 2 - If a conductor is required to perform switching or make a pick-up(s) or set-out(s) at the initial or final terminal, the conductor will be entitled to the one-way trip mileage a brakeman would have earned had he been a member of the crew, in addition to all other earnings.

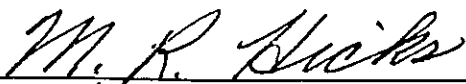
Item 3 - A pick-up or set-out of a dead or nonworking engine(s) at any point for movement to another terminal will be considered a pick-up or set-out. This Item 3 does not, however, alter the bad order provisions of Article V, Paragraph b.

Item 4 - It is further understood that, following the effective date of this Agreement, should any member(s) of another craft or Organization receive payments of any nature dealing with the size of the train and/or size of the ground crew which payments were not provided for prior to the effective date of this Agreement, the conductor will receive the same payments in addition to the payment(s) provided for in Items 1 and 2 above and in addition to all other earnings.

Yours truly,


Russell E. Hagberg
Vice President - Human Resources

I agree:


M. R. Hicks, General Chairman

The Atchison, Topeka and Santa Fe Railway Company



80 E. Jackson Blvd.,
Chicago, Illinois 60604

October 3, 1990

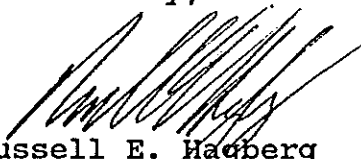
SIDE LETTER NO. 6

Mr. M. R. Hicks, General Chairman
United Transportation Union (CT&Y)
8100 Marty, Suite 100
Overland Park, Kansas 66204

Dear Sir:


This will confirm our understanding during the negotiations concerning the Crew Consist Modification Agreement of this date, that, following the effective date of this Agreement, should any member(s) of another craft or Organization receive payment(s) of any nature dealing with the size of the train and/or size of the ground crew which payment(s) were not provided for prior to the effective date of this Agreement, the member(s) of the ground crew will receive the same payment(s) in addition to all other earnings.

Yours truly,



Russell E. Hagberg
Vice President - Human Resources

I agree:



M. R. Hicks
M. R. Hicks, General Chairman

The Atchison, Topeka and Santa Fe Railway Company



80 E. Jackson Blvd.,
Chicago, Illinois 60604

October 3, 1990

SIDE LETTER NO. 7

Mr. M. R. Hicks, General Chairman
United Transportation Union (CT&Y)
8100 Marty, Suite 100
Overland Park, Kansas 66204

Dear Sir:

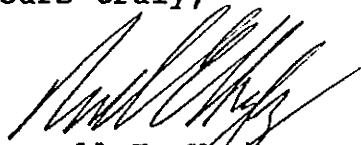
This will confirm our understanding during the negotiations of the Crew Consist Modification Agreement of this date that verification procedures of the Productivity Fund Contributions Adjustment (Article IV m) will be as follows:

The Company shall furnish statements to each Local Chairman and the General Chairman within 30 days after the close of each calendar month, showing the names of those employees on the Reserve Board and the crews (assignments) for which no payment of Productivity Fund Contributions are being made, as well as the crews (assignments) for which Productivity Fund Contributions are being made. The statements shall be arranged by Reserve Board locations for ease in cross checking the non-payment of Productivity Fund Contributions Assignments against the employees on the Reserve Board.

These statements shall be separate and apart from the current Crew Consist Account computer printout statements but will be furnished with and in the same manner as the current Crew Consist Account computer printout statements.

If it is found by the Organization that additional information is needed for verification of the above, the Carrier shall furnish such information as is required.

Yours truly,


Russell E. Hagberg
Vice President - Human Resources

I agree:



M. R. Hicks, General Chairman



The Atchison, Topeka and Santa Fe Railway Company

80 E. Jackson Blvd.,
Chicago, Illinois 60604

October 3, 1990

SIDE LETTER NO. 8

Mr. M. R. Hicks, General Chairman
United Transportation Union (CT&Y)
8100 Marty, Suite 100
Overland Park, Kansas 66204

Dear Sir:

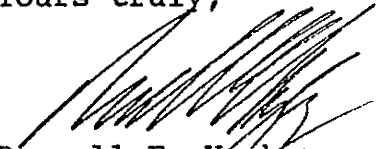
Referring to Memorandum of Agreement dated December 3, 1990,
in connection with Crew Consist.

In an effort to alleviate any concern, we agreed that the moratorium provision contained in Article 24 of the Crew Consist Agreement effective May 15, 1981 and signed May 19, 1981, remains in effect.

The foregoing does not bar the parties from making changes by mutual agreement.

If the foregoing correctly sets forth the understanding reached, please signify in the space provided below.

Yours truly,


Russell E. Hagberg
Vice President - Human Resources

I agree:


M. R. Hicks, General Chairman

ATTACHMENT "A"

VOLUNTARY SEPARATION PROGRAM
PROTECTED TRAIN AND YARD SERVICE EMPLOYEES

Article II provides a voluntary separation benefit to protected trainmen/yardmen as defined in Article II(d) to terminate their employment relationship and accept a lump sum separation allowance of \$75,000, subject to the usual payroll deductions as required by law, including federal and state income taxes, and railroad retirement tax.

Any earned ungranted 1990 vacation pay which may be due, along with earned ungranted 1991 vacation pay, will be allowed in addition to the severance payment; however, the separation allowance will not be included in computing the 1991 vacation allowance.

The separation allowance offer provides for two options.

Under the provisions of Option 1, you may request voluntary separation for the lump sum of \$75,000, less the usual deductions. If you elect to request separation under this Option, complete the attached REQUEST FOR SEPARATION form, indicate Option 1, and submit the form to the Regional Manager's Office no later than March 3, - 1991. Upon approval of your request, you will be required to complete RESIGNATION AND RELEASE form and will receive a check for \$75,000, plus compensation for any earned, ungranted vacation, less the usual deductions. If separation under the provisions of Option 1 does not fit your individual needs, you may apply under Option 2.

Under the provisions of Option 2, you may request a dismissal allowance of \$75,000, which would be spread over a number of months not to exceed 24 months. This option allows you to have continued income and health and welfare benefits for up to 24 months after you stop working, and it is our understanding that each month in which you receive a dismissal allowance extends your credited service under the Railroad Retirement Act.

Depending on your individual situation, you might select Option 2 to accumulate additional months of credited service to become vested under the Railroad Retirement Act (120 months) or to extend credited service until reaching a certain age to qualify for an annuity. Unless your request is deferred, you will be paid any current wages and earned, ungranted vacation by timecheck when you sign the DISMISSAL RELEASE AND RESIGNATION form. The \$75,000 will be distributed equally over the number of months you specify, up to 24 months. Applicable taxes and health insurance premiums will be deducted from your monthly check. Miscellaneous deductions, credit union, United Way, etc., will be cancelled unless you advise T&PA to the contrary.

Checks covering Option 2 severance payments will be produced for delivery on or about the 16th of each month. You will receive your first check the month following the month in which you resign. Unless you advise us otherwise, your checks will be mailed to your current address as it appeared on your last paycheck. We will adhere to this schedule absent unforeseen difficulties, and ask that you keep us advised of any change in your address.

If you elect to request a dismissal allowance under Option 2, complete the REQUEST FOR SEPARATION form, indicate Option 2, and submit the application to the Regional Manager's Office no later than March 3, 1991. Upon approval of your request, you will be required to complete the DISMISSAL RESIGNATION AND RELEASE form.

This offer will be available for 90 days, or until March 3, 1991, at which time the offer will expire. The number of separations accepted may be deferred by the Company's assessment of the employment level necessary to insure efficient operations as described in Side Letter No. 1 to the Agreement.

REQUEST FOR SEPARATION

I hereby apply for the following Severance Option:

Option 1
\$75,000 gross lump sum severance payment;
less normal deductions, etc.

Option 2
\$75,000 gross distributed evenly for the period
of _____ months (not to exceed 24 months) and
continuation of health and welfare coverage for
a period of time equal to the duration of the
monthly payments. Normal deductions for appli-
cable taxes and health insurance premiums will
be taken in each monthly period.

Name _____
(print)

Street Address _____

City, State, Zip Code _____

Social Security Number _____

Telephone Number _____

Date of Birth _____

Seniority Date _____

Seniority District _____

Current Position _____

Signature _____

Date _____

AGREED TO
QUESTIONS AND ANSWERS
MODIFIED CREW CONSIST AGREEMENT

ARTICLE I

- Q. 1. Does this Agreement change, cancel or modify in any manner whatsoever the Moratorium provisions of the May 15, 1981 Crew Consist Agreement?**
- A. 1. No, absolutely nothing in the May 15, 1981 Crew Consist Agreement is changed except those items specifically set forth in this amending Agreement, none of which concerns the Moratorium provisions of the May 15, 1981 Crew Consist Agreement.**
- Q. 2. Are there any limitations concerning the amount of work which may be performed by a reduced crew (one conductor/engine foreman - one brakeman/yard helper)?**
- A. 2. If the work could have been performed under the provisions of the Schedule Agreement by a standard crew (one conductor/engine foreman and two brakemen/yard helpers) then such work may be performed by a reduced crew.**
- Q. 3. May the Carrier call extra board personnel to work a second brakeman/helper position?**
- A. 3. Yes, but if a second brakeman/yard helper is used on any crew or assignment for any reason, then a second brakeman/yard helper must be used on that crew or assignment for four (4) more consecutive work days.**
- Q. 4. What happens if the Carrier does not use a second brakeman/yard helper for four (4) more consecutive work days?**
- A. 4. The Carrier will pay all miles deprived of to the employee(s) who stood to protect such service in addition to all other earnings as a penalty claim.**

ARTICLE II

- Q. 1. May the Carrier restrict the number of employees who timely apply for the \$75,000.00 voluntary separation allowance?
- A. 1. No. However, the Carrier may defer such requests for a period of time ending not later than January 15, 1992.
- Q. 2. If the Carrier defers such requests, when must the request for \$75,000.00 separation allowance be granted?
- A. 2. The \$75,000.00 separation allowance must be granted no later than January 15, 1992. However, if the Carrier decides that the employee(s) services are no longer needed prior to January 15, 1992, the separation allowance will be paid upon the employee(s) departure from the service.
- Q. 3. If an employee requests the allowance, but the Carrier defers the separation and the employee dies; is dismissed from service; becomes physically or mentally disabled, during such period of deferment, must the separation request be granted and allowance be paid immediately?
- A. 3. Yes. Once the employee requests the \$75,000.00 voluntary separation, the Carrier is contractually bound to pay the \$75,000.00 to the employee or his estate, regardless of the employee's standing with the Carrier. However, if an employee is dismissed from the service of the Carrier, the \$75,000.00 separation allowance shall be paid on December 16, 1991.
- Q. 4. If the Carrier defers separation, may the employee change his mind and stay in the service of the Carrier?
- A. 4. Yes.
- Q. 5. If an employee requests the separation allowance on the first day of the period of time such requests are accepted, when must the allowance be paid?
- A. 5. The allowance must be paid no later than the day of the employee's separation, unless such request is deferred, in which case Question and Answer Nos. 1 through 4 inclusive, would also apply.

Q. 6. Does any "protected" employee under Article II of this Agreement have to mark up for service, take a company physical, or write the book of rules in order to be eligible to apply for and receive either voluntary separation allowance?

A. 6. No, unless that employee held a position of employment on another railroad, or has been on a medical leave of absence, or has been a disability annuitant immediately prior to applying for the separation allowance.

Q. 7. Must an employee who is involuntarily off-in-force reduction mark up for service in order to apply for and collect the separation allowance?

A. 7. No.

Q. 8. If an employee timely applies for the \$75,000.00 separation allowance, but the Carrier defers such requests until the time that the \$50,000.00 voluntary separation program is being offered, what is paid to the employee upon his separation?

A. 8. The \$75,000.00 separation allowance.

Q. 9. May the Carrier entertain requests for separation allowance under Article 20 of the May 15, 1981 Crew Consist Agreement?

A. 9. Yes, nothing in this Agreement supersedes or modifies the provisions of Article 20 of the May 15, 1981 Crew Consist Agreement.

Q. 10. Do the foregoing Questions and Answers on Article II apply to both the \$75,000.00 separation allowance and the \$50,000.00 separation allowance?

A. 10. Yes.

ARTICLE III

- Q. 1. Do the provisions of the guaranteed conductors' extra board set forth in this Agreement apply to the Denver conductors' guaranteed extra board?
- A. 1. Yes.
- Q. 2. Is it the intent of Article III of this Agreement to establish combined boards for conductors and/or brakemen and/or yard helpers?
- A. 2. No.
- Q. 3. May the yard extra board at Wichita be combined with the yard extra board at Newton, for example?
- A. 3. No. No extra board(s) can be combined with any other extra board(s).
- Q. 4. If there are zero (0) employees on an extra board, does this extra board exist?
- A. 4. Yes. An extra board which has been reduced to zero (0) still exists. For example: The yard extra board at Topeka currently has zero (0) personnel. This board will remain a guaranteed extra board as of the effective date of this Agreement and the manning of it will be governed by the provisions of this and other agreements.
- Q. 5. What is the payable guarantee for a conductor, for example from February 1 through 15, 1991? brakeman?
- A. 5. For conductors - \$2,169.37 (\$114.1772 X 19)
For a brakeman - \$1,936.02 (\$107.5568 x 18)
- Q. 6. What is the payable guarantee for a conductor, for example from February 16 through 28, 1991? brakeman?
- A. 6. For a conductor - \$2,169.37 (\$114.1772 x 19)
For a brakeman - \$1,936.02 (\$107.5568 X 18)
- Q. 7. Are conductors/brakemen/yardmen's guaranteed extra boards subject to all wage increases and COLA adjustments?
- A. 7. Yes.

Q. 8. May the Carrier increase or decrease the yardmen's extra board on any day other than Friday?

A. 8. No.

Q. 9. May the Carrier keep more yardmen on the yardmen's extra board than the regulation formula calls for?

A. 9. Yes. But the additional yardmen must be left on the yardmen's extra board for the entire checking period.

Q. 10. Under Article III(d) may the Carrier increase a brakemen's extra board on a Tuesday and then remove employees from the board on the following Thursday?

A. 10. No. All increases and decreases of the brakemen's extra board will be done on Friday in accordance with the extra board regulation agreements.

Q. 11. Does Question and Answer No. 10 apply to the conductors' extra board?

A. 11. Yes, however, the UTU local chairman for the conductors may increase or decrease the conductors' extra board at any time with the concurrence of the superintendent or his designated representative.

Q. 12. May the Superintendent or his representative increase or decrease the conductors' extra board?

A. 12. No, unless written concurrence is received from the conductors' local chairman.

Q. 13. How is the guarantee for the conductors' extra board figured when the UTU local chairman/C increases or decreases the conductors' extra board?

A. 13. The extra conductor will be allowed 1/15th of the half month guarantee for each day the conductor is available for service on the conductors' extra board subject to the conductor earning more than his guarantee and subject to payment of the full half month guarantee.

- Q. 14. If a conductor earns \$500.00 from February 1st through 15th, 1991, how much guarantee will that conductor be paid?
- A. 14. If he is eligible under the other provisions of the Agreement (available for service) he would be paid \$1,669.37 (\$2,169.37 minus \$500.00) in guarantee payments.
- Q. 15. If a conductor earns \$5,000.00 from February 1 through 15, 1991, but only \$500.00 from February 16 through 28, 1991, how much guarantee would that conductor be paid, if any?
- A. 15. For the period February 1 through 15, 1991, he would receive no payment inasmuch as that conductor earned more than his guarantee. For the period February 16 through 28, 1991, the conductor would receive \$1,669.37 in guarantee payments (\$2,169.37 minus \$500.00) subject to the availability provisions of the Agreement.
- Q. 16. If a road extra board employee lays off, for example, for bereavement leave on February 1, 1991, how many additional times would he be allowed to lay off without forfeiting his guarantee?
- A. 16. He may lay off two (2) more times in that pay period.
- Q. 17. Has the mileage regulation factor in the brakemen's extra board regulation Agreement been changed?
- A. 17. Yes. It has been raised 100 miles; i.e., from "1000 and 1200" miles to "1100 and 1300" miles. All mileage figures used in the brakemen's extra board regulation Agreement have been raised by 100 miles.
- Q. 18. May the Carrier keep more brakemen on the brakemen's extra board than the regulation formula calls for?
- A. 18. Yes. But the additional brakemen must be left on the brakemen's extra board for the entire checking period.
- Q. 19. If a chain gang brakeman is used in emergency to protect a brakeman's vacancy, do those miles earned by the chain gang brakeman while on that vacancy, count toward the brakemen's extra board for regulation purposes?
- A. 19. Yes, the miles incurred by any employee protecting vacancies which are normally protected by the brakemen's extra board will be counted toward the brakemen's extra board regulation.

Q. 20. There is a brakeman's vacancy on the first out chain gang turn which is being ordered. The brakemen's extra board is exhausted. Does the Carrier have to fill the brakeman's vacancy on the first out chain gang turn?

A. 20. Yes. The vacancy shall be filled as follows:

- 1 - Senior reserve board employee with request on file for such service.
- 2 - If no employees are available under No. 1 above, then an OIFR employee in accordance with the current Schedule Agreement will be called.
- 3 - If the foregoing two steps do not result in a brakeman to fill the vacancy, then the vacancy will be filled in accordance with the Rules and practices in effect prior to this Agreement.

Q. 21. When a reserve board employee is used in emergency for active service, what is he paid?

A. 21. The reserve board employee would be paid as is provided in the Schedule Agreement in addition to his reserve board pay.

ARTICLE IV

Q. 1. What does the first sentence of Article IV(a) of this Agreement mean?

A. 1. The Carrier will establish a combined reserve board for conductors, brakemen and yardmen on each prior rights seniority district. For example: One (1) reserve board will be established to protect the Third and Fourth Districts of the Illinois Division (Fort Madison and Marceline) with the hire-out date being used in determining manning of the reserve board.

Another example is the former Eastern Division - a reserve board will be established for the yardmen at Argentine Yard, a combined reserve board will be established for the former Eastern Division, First District conductors, brakemen and yardmen at Kansas City and a combined reserve board will be established at Chanute for the former Southern Kansas Division conductors, brakemen and yardmen.

The employee's hire out date or the employee's seniority date, whichever is applicable to the particular reserve board in question will be used in seniority order to determine which employees will be on the respective reserve board.

For example: a prior right Southern Kansas Division employee will use his hire out date when applying for a reserve board at Chanute. However, he would have to use his First District brakeman's seniority when applying for the Eastern Division, First District conductors', brakemen's and yardmen's reserve board at Kansas City.

Similarly, a prior right Argentine yardman would use his hire out date when applying for the yardmen's reserve board at Argentine, but he would use his brakemen's seniority date when applying for the Eastern Division, First District conductors', brakemen's and yardmen's reserve board at Kansas City.

Q. 2. How is the number of reserve board positions on each prior rights seniority district computed?

A. 2. The number of reserve board positions will be equal to the number of second brakemen/helper positions plus the number of first brakemen positions on conductor-only service plus the number of positions on the brakemen's and yardmen's guaranteed extra boards.

For example:

No. of Crews	Ground Crew Size	Jobs Eliminated	Reserve Board Positions
25 Chain Gang Turns	2	25	25
5 Locals/Road Switchers	2	5	5
7 Yard Engines	2	7	7
1 Yard Engine	3	0	0
5 Conductor-Only	1	10	10
5 Yard Extra Board	-	-	5
15 Bkmn. Extra Board	-	-	15
		47	67

In this example, the total number of reserve board positions established would be 67. Any increase or decrease in the number of crews or employees on the extra boards would result in a corresponding increase or decrease in the maximum number of reserve board positions. An OIFR employee would be recalled to the reserve board in seniority order when a vacancy occurs on the reserve board.

- Q. 3. Is it correct that the number of reserve board positions on a specific prior rights seniority district would be equal to or greater than the number of brakemen's and yardmen's eliminated positions?
- A. 3. Yes.
- Q. 4. Is it possible for an employee to be off-in-force reduction after this Agreement takes effect?
- A. 4. Yes it is possible, but only if the employee would have been off-in-force reduction had all crews been running as standard crews, i.e., 1 conductor/engine foreman and two brakemen/helpers.
- Q. 5. Does Article IV(b) provide that brakemen/yardmen could be force assigned to reserve boards?
- A. 5. Yes, if there are insufficient voluntary requests from senior employees, the most junior brakeman/yardman shall be force assigned in reverse seniority order by using his hire out date.
- Q. 6. Are reserve board employees treated as active employees for

the purposes of union dues deductions?

A. 6. Yes.

Q. 7. How could a reserve board employee be displaced by another employee?

A. 7. Through the exercise of seniority under the existing Schedule Agreement.

Q. 8. Can a conductor, brakeman, or switchman with displacement rights bump on the reserve board?

A. 8. Yes.

Q. 9. Who is recalled to active service first? A reserve board employee or an employee who is off in force reduction?

A. 9. Employees will be recalled to active service in the following order:

- 1. The senior employee on a reserve board who has filed a request to return to active service.**
- 2. An off-in-force reduction employee.**
- 3. The junior employee on a reserve board who has not filed a request to return to active service.**

Q. 10. Does the recalled employee have full displacement rights?

A. 10. Yes.

Q. 11. How long does an employee on the reserve board have to return to active service when recalled to active service?

A. 11. Fifteen (15) days.

Q. 12. Do the train service proficiencies listed in Article IV(e-2) include rules classes and periodical physical examinations?

A. 12. Yes.

Q. 13. How will employees be notified of these tests, examinations, etc.?

A. 13. They will be notified by certified mail.

Q. 14. Can full time union officers be on the reserve board?

A. 14. No.

Q. 15. Can part time UTU officers such as, but not limited to, local chairmen be on the reserve board?

A. 15. Yes.

Q. 16. Are employees on the reserve board subject to discipline if they refuse or miss a call for service when they had in a request to be called for emergency service?

A. 16. No.

Q. 17. Are reserve board employees who perform emergency service paid for such service in addition to their reserve board payments?

A. 17. Yes.

Q. 18. Who is eligible to bid in a reserve board position?

A. 18. An employee holding a regular assignment (including unassigned freight service and extra board positions) and off-in-force reduction employees. Employees with a seniority date after May 15, 1981, but prior to the effective date of this Agreement, may hold reserve board positions in lieu of being off-in-force reduction if there are open reserve board slots.

Q. 19. In Article IV(m) it states that Carrier will not make a productivity fund contribution (\$48.25) for each tour of duty on which a reserve board member would have worked. What are some examples of this application?

A. 19. The non-payment of productivity fund contributions will be adjusted by the number of persons on reserve boards on a prior rights seniority district by prior rights seniority district basis. In addition, the non-payment shall be pro-rated as between road and yard on each prior rights seniority district.

For example: On the Middle Division District NO. 2 there are twelve (12) road crews (eleven (11) reduced road crews

and one (1) conductor only crew) and four (4) yard assignments. There are twenty-three (23) slots on the reserve board, but only eight (8) slots are filled by employees. The road/yard ratio is 3 to 1 (three road crews to one yard crew). The assignments for which productivity fund contributions will not be made will be the conductor-only assignment, five (5) road crews and two (2) yard crews (3 to 1 ratio). The six (6) specific road crews and two (2) specific yard crews will be designated by a special number or some other easily identifiable symbol and when these eight (8) specific assignments work, the Carrier will not be required to make the productivity fund contribution so long as eight (8) employees remain on the reserve board.

Accordingly, if business fluctuates and additional employees are placed on the reserve board, additional crews/assignments will be designated as non-payment of productivity fund contribution crews. This will be done on a 1 to 1 basis. One additional employee on a reserve board means one additional assignment that is designated as a non-payment of productivity fund contribution assignment.

Conversely, if business fluctuates and there are less employees on the reserve board, there will be less assignments designated as non-payment of productivity fund contribution assignments. A crew of one conductor and one brakeman will offset one employee on the reserve board. A crew of one engine foreman and one helper will offset one employee on the reserve board. A crew of one conductor-only assignment will offset one employee on the reserve board. The Carrier is required to make the proper contribution into the productivity fund for all crews except those designated as non-payment of productivity fund contribution assignments.

See the following graphic explanation of how the foregoing works.

RESERVE BOARD

REDUCED ROAD CREWS	1 *	—————	JOHN DOE the 1ST
"	2 *	—————	JOHN DOE the 2ND
"	3 *	—————	JOHN DOE the 3RD
"	4 *	—————	JOHN DOE the 4TH
"	5 *	—————	JOHN DOE the 5TH
"	6 \$	—————	JOHN DOE the 6TH
"	7 \$	—————	JOHN DOE the 7TH
"	8 \$	—————	JOHN DOE the 8TH
"	9 \$		OPEN SLOT 9
"	10 \$		OPEN SLOT 10
"	11 \$		OPEN SLOT 11
COND. ONLY CREW	1 *	—————	OPEN SLOT 12
REDUCED YARD CREWS	1 *	—————	OPEN SLOT 13
"	2 *	—————	OPEN SLOT 14
"	3 \$		OPEN SLOT 15
"	4 \$		OPEN SLOT 16
BKM. EXTRA BOARD	4		OPEN SLOT 17
YARD EXTRA BOARD	2		OPEN SLOT 18
			OPEN SLOT 19
			OPEN SLOT 20
			OPEN SLOT 21
			OPEN SLOT 22
			OPEN SLOT 23

* - CARRIER MAKES NO PAYMENT OF PRODUCTIVITY FUND CONTRIBUTION WHEN THIS CREW WORKS.

\$ - CARRIER MAKES PAYMENT OF PRODUCTIVITY FUND CONTRIBUTION WHEN THIS CREW WORKS

NO ADJUSTMENTS FOR OPEN SLOTS. ADJUSTMENTS ONLY FOR FILLED SLOTS.

12 ROAD ASSIGNMENTS, 4 YARD ASSIGNMENTS - ROAD - YARD RATIO IS 3 TO 1.

ARTICLE V

Q. 1. For example, how many conductor-only trains is the Carrier limited to running into and out of Kansas City?

A. 1. The Carrier is limited to running three conductor only trains into Kansas City and three trains out of Kansas City in each direction, i.e., Carrier may run the following:

3 conductor-only trains out of Kansas City eastbound,
3 conductor-only trains out of Kansas City westbound,
3 conductor-only trains into Kansas City eastbound,
3 conductor-only trains into Kansas City westbound.

Q. 2. Under the above circumstances when may the Carrier run four (4) conductor-only trains?

A. 2. Only when the fourth train is needed to balance the assignments and then only if it is requested in writing by the affected Local Chairmen.

Q. 3. May the Carrier operate more than 3 or 4 conductor-only trains if the additional trains consist entirely of new business?

A. 3. Yes, provided the entire train is made up of new business.

Q. 4. Does Article V (e) provide that conductor-only assignments must be advertised and assigned as regular runs.

A. 4. Yes, conductor-only assignments will be regular through freight runs, with assigned starting times, except that a specific train symbol is not required.

Q. 5. May conductor-only assignments run through terminals?

A. 5. No, terminals for the conductor-only assignments will be the chain gang terminals for that particular seniority district in which the assignment is operating.

Q. 6. May a conductor-only train make a straight pick-up of a repaired bad-order car(s) behind other car(s) in the track at an intermediate point?

A. 6. Yes.

Q. 7. May a conductor-only train set-out a working engine without making a "set-out" under the provisions of Article V, Paragraph b?

A. 7. Yes, but only to make an unplanned set-out of power so that another train passing the point of set-out and which experienced an unplanned loss of power, may pick-up that engine and use it to augment power already in that train.

Q. 8. If a conductor-only train is instructed to set-out 2 non-operating engines for a work train, does this count as an en route set-out?

A. 8. Yes.

ARTICLE VI

Q. 1. May a conductor, brakeman or yardman take a personal leave day on other than a work day of the employee's assignment, including layover days for pool freight and extra board?

A. 1. Yes, he may mark off for personal leave days at any time when permission is granted.

GENERAL

Q. 1. Will an employee holding a seniority date prior to the effective date of this Agreement, on road brakemen and/or yard switchmen rosters who is in a dismissed, or suspended status as of the effective date of this Agreement or thereafter, who is subsequently reinstated with seniority rights unimpaired be covered by all the provisions of this Agreement?

A. 1. Yes.

Q. 2. Will an employee holding a seniority date prior to the effective date of this Agreement on road brakemen and/or yard switchmen rosters who is on a medical leave of absence or on disability on the effective date of this Agreement or thereafter, who subsequently passes the required physical examination be covered by all the provisions of this Agreement?

A. 2. Yes.

Q. 3. Are all Chicago Terminal yardmen on the seniority roster on the effective date of this Agreement to be considered as promoted engine foremen?

A. 3. Yes.

Q. 4. Does this Agreement combine the Chicago Terminal Productivity Fund with the Productivity Fund covering the rest of the territory under the jurisdiction of this Committee?

A. 4. No.

FOR THE ORGANIZATION:

M. R. Hoaks
General Chairman, UTU (CTY)

FOR THE CARRIER:

[Signature]
Vice President-Human Resources



The Atchison, Topeka and Santa Fe Railway Company

80 E. Jackson Blvd.,
Chicago, Illinois 60604

October 3, 1990

Mr. M. R. Hicks, General Chairman
United Transportation Union (CT&Y)
8100 Marty, Suite 100
Overland Park, Kansas 66204

Dear Sir:

Re: Return to Ongoing National Handling

This is to confirm our understanding that, in consideration for Santa Fe's and the Organization's on-the-property settlement of amendments to the 1981 basic Crew Consist Agreement, which amendments have been embodied in a Crew Consist Agreement initialed October 3, 1990, Santa Fe and the Organization hereby agree as follows:

In the event of and immediately following ratification and the full execution and effectiveness of the Crew Consist Agreement which was initialed on October 3, 1990, the section 6 notices served, respectively, by the Carrier on October 19, 1988 and by the Organization on July 25, 1988 and which have been the basis for National Mediation Board Case No. A-12337, will be mutually committed to and made part of ongoing national handling between the National Carriers' Conference Committee ("NCCC") and United Transportation Union ("UTU") and, in particular, the dispute now under investigation by Presidential Emergency Board No. 219. Accordingly, Santa Fe will then reinstate its authorization to the NCCC to represent Santa Fe for purposes related to its section 6 notice dated October 19, 1988, and the Organization will instruct and/or authorize UTU's national bargaining representatives to act for the Organization for purposes related to its section 6 notice dated July 25, 1988.

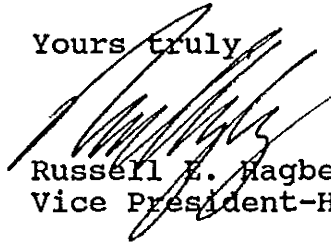
It is further agreed that, once the parties commit their respective section 6 notices to currently ongoing national handling and make them additional subjects of the dispute now before Presidential Emergency Board No. 219 as set forth above, the Organization will promptly notify the National Mediation Board so that NMB Case No. A-12337 may be closed.

Santa Fe and the Organization also agree, however, that should the parties return to currently ongoing national handling pursuant to this letter agreement, no Article, term or aspect of either the

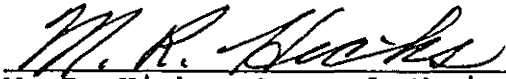
parties' 1981 basic Crew Consist Agreement or the parties' Crew Consist Agreement initialialed October 3, 1990 may be changed, altered or amended by the terms of any agreed upon or legislated settlement of the ongoing national dispute to which the parties otherwise will have returned. Thus, once ratified and fully executed and effective, the parties' Crew Consist Agreement initialialed October 3, 1990 will represent a full and final settlement of that part of Santa Fe's section 6 notice which proposed modification of the 1981 basic Crew Consist Agreement, and also a full and final settlement of any part of the Organization's July 25, 1988 section 6 notice which proposed anything inconsistent with any Article, term or aspect of the Crew Consist Agreement initialialed by the parties on October 3, 1990.

If the foregoing correctly sets forth our understanding, please so indicate by signing in the space below.

Yours truly,



Russell E. Hagberg
Vice President-Human Resources.



M. R. Hicks, General Chairman