

This MEMORANDUM OF AGREEMENT is entered into between The Atchison, Topeka and Santa Fe Railway Company and its Employees on the former Eastern and Western lines (excluding Northern and Southern Divisions) represented by the United Transportation Union (CT&Y).

IT IS AGREED:

**ARTICLE I**  
Conductor-Only Conditions and Restrictions

As of the effective date of this Agreement, Article V (Conductor Only) of the December 4, 1990 Crew Consist Modification Agreement is abrogated. In its place, the following terms in this Article shall establish the conditions and restrictions which govern conductor-only service performed on and after the effective date of this Agreement:

1. Conductor-only service may be established on through freight trains between pool freight terminals.
2. Conductor-only trains are subject to the following restrictions set forth in this paragraph No. 2. Conductor only trains will not be required to perform switching or make more than three straight set-outs or three straight pick-ups or any combination not to exceed three per tour of duty, including work at a terminal, excluding bad orders. However, at any initial or final terminal where yard crews are on duty, no conductor-only crew shall be required to perform more than one straight pick-up or one straight set-out while at that terminal during that tour of duty.
3. Conductor-only trains will be protected by the conductors' pools. Conductors' and brakemen's chain gang turns will be separated, and separate conductors' and brakemen's pools will be established to protect all chain gang (pool freight) service including conductor-only service, except as limited by Section 8 below.
4. District miles will be allowed. The overmile rate for conductors protecting service under this Article will be at the basic mileage rate in effect June 30, 1988.
5. Conductors protecting this service who do not stop to eat en route will be allowed \$1.50, unless time on duty exceeds 8 hours, in which event they will be allowed \$6.00.
6. Conductors operating conductor-only trains which perform in excess of the moves provided in Section 2 will be allowed the one-way trip mileage a brakeman would have earned had he been a member of the crew.

7. A brakeman used out of the home terminal in pool freight service will remain with that conductor to the away-from-home terminal. At the away-from-home terminal that brakeman may be called for service with the same conductor, or earlier if needed.
8. Conductor-only trains shall be operated in the freight pools between pool freight terminals pursuant to the restrictions set forth in Section 2 above.

Brakemen's pool positions will be maintained as set forth below:

(a) Conductors' pools will be regulated in accordance with schedule rules based on the mileage of all trains operated in the pool by pool conductors.

(b) All brakemen's pools will be abolished, the brakemen's extra board will be abolished, and the conductors' extra board will be abolished. Combination conductors'/brakemen's extra boards will be established in their place to protect all brakemen's unassigned freight work and all other conductors' and brakemen's vacancies. Occupants on the combination board will be covered by the conductors' guaranteed extra board guarantee.

(c) The number of brakemen from the freight pool who will occupy positions on the extra board will be governed by the following :

Upon implementation	25% of conductors pool turns
Year 2	20% of conductors pool turns
Year 3	15% of conductors pool turns
Year 5 and thereafter	0% of conductors pool turns

All fractions will be rounded to the next lowest number, except that, prior to the beginning of Year 5, the number of brakemen's slots on any combination extra board shall be no less than one.

(d) Occupancy on the combination conductors'/brakemen's extra board will be calculated at a minimum of the number of brakemen's slots plus 40% of all conductors' pool turns and assigned positions and all assigned brakemen's positions. All fractions will be rounded to the next highest number. See following example.

For Example:

Conductors' pool	13	
Conductors' assignments	6	
Brakemen's assignments	6	
	25	} 25 x .40 = 10

Brakemen's pool slots

3 } 3 + 10 = 13 on extra  
board

At the beginning of Year 5 and thereafter, occupancy on the combination board will be calculated at a minimum of 25%, providing that 25% of the number of Brakemen used in pool freight service in preceding 10 day periods be used in calculating the number on the combination board.

(e) The Carrier will determine which trains will be operated conductor-only based on the guidelines of Sections 1, 2, 7, and 8 of this Article.

(f) Trains consisting of at least 90% new business added subsequent to the effective date of this agreement which cause an increase in the number of conductors' pool turns will not cause a corresponding increase in brakemen's pool turns.

9. Following the effective date of this Article, should any member(s) of another craft or Organization receive payment(s) of any nature dealing with the size of the train and/or size of the ground crew and/or work en route which payment(s) were not provided for prior to the effective date of this Agreement, the member(s) of the ground crew will receive the same payment(s) in addition to all other earnings.

## ARTICLE II Reserve Board

a. Carrier will establish a reserve board on each prior rights seniority district for employees with a seniority date prior to September 1, 1992.

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

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

1. 70% of the basic yard helper's rate (subject to future wage increases) for five days per week; or,
2. 70% of the employee's W-2 earnings during the calendar year 1988, 1989, 1990, or 1991, less any extraordinary payments such as signing bonuses, lump sums, productivity fund payments, and moving/real estate lump sums.
3. No other payments shall be made to or on behalf of a reserve employee except for payment of premiums under applicable health and welfare plans. No deductions from

pay shall be made on behalf of a reserve employee except for deductions of income, employment or payroll taxes (including railroad retirement taxes) pursuant to federal, state or local law, deductions of dues pursuant to an applicable union shop agreement and any other deductions authorized by agreement, as may otherwise be authorized by this rule; and, any other legally required deduction.

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

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

1. The employee resigns from the Carrier's employment.
2. The employee retires on an annuity (including a disability annuity) under the Railroad Retirement Act.
3. The employee returns to active service by recall, by request, or by bidding.

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

1. An employee who returns to service within the first three calendar days of the fifteen day recall period will receive Reserve Board pay until the end of the three calendar days (commencing with date of notification), in addition to all other earnings. Otherwise, an employee recalled from a Reserve Board would be entitled to no payment from the time of recall until he returns to service.

2. Reserve employees must maintain the same train service proficiencies while in such status as are required of employees in active train service, including successfully completing any retraining or refresher programs that the Carrier may require and passing any tests or examinations (including physical examinations) administered for purposes of determining whether such proficiencies and abilities have been maintained. In those cases the employee will be compensated under the Operating Rule Agreement. Employees will be notified by certified mail of required tests and examinations.

f. Reserve employees will be considered in active service for the purpose of any agreement respecting brakemen/yardmen's rights to work. Other non-railroad employment while in reserve status is permissible so long as there is no conflict of interest. Other employment, which may be considered a conflict of interest, must receive prior authorization from the Assistant Vice President-Operations. There will be no offset for outside earnings.

g. An employee observing vacation while in reserve status will receive vacation pay or reserve pay, whichever is greater. Time spent in reserve status will count as time in determining the length of vacation to which an employee, otherwise eligible, is entitled.

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

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

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

k. Under this Article II, an eligible employee is defined as an employee holding a regular assignment including unassigned freight service and extra board assignments, or a reserve board position, or who is off in force reduction on September 1, 1992 and who is a "protected" employee under the terms of the basic Crew Consist Agreement. An employee, otherwise eligible, but who was not holding a regular assignment, including unassigned freight service and extra board assignments or a reserve board position, or off in force reduction on September 1, 1992 shall not be considered an

eligible employee. Further, no otherwise eligible employee may occupy a reserve board position while suspended, dismissed, or medically disqualified from performing service in the CT&Y craft or class.

1. All reserve boards established hereunder will be in place until August 31, 2007. Thereafter, such reserve boards will be extended to protected employees hereunder only in each case where such an employee is unable through the normal exercise of seniority to secure a position other than a reserve board position.

### ARTICLE III

Exclusively for purposes of applying the terms of "ARTICLE II, PART A" of the "November 1, 1991 (national labor mandate) IMPLEMENTING DOCUMENTS applicable to employees represented by the United Transportation Union" in the case of employees covered by this Memorandum of Agreement, every calendar day such an employee occupies a reserve board position under Article II, shall be deemed the equivalent of six (6) "straight time hours paid for", within the meaning of that phrase in said ARTICLE II, PART A of the (national labor mandate) IMPLEMENTING DOCUMENTS. In this way, time spent on a reserve board by an employee covered by this Memorandum of Agreement shall be credited toward that employee's entitlement to any of the "Cost-of-Living Lump Sum Payments" otherwise provided for by the national labor mandate.

If and only if this Agreement becomes effective by October 1, 1992, this Article will be applied retroactively in connection with the "Cost-of-Living Lump Sum Payment" due on July 1, 1992.

### ARTICLE IV Vacation Float

- (a) Conductors, brakemen and yardmen entitled to two or more weeks' vacation, whether assigned to take their entire vacation in one period or split into two periods, may, at any time prior to the assigned starting time of their vacation period(s), request to lay off and count one or two week(s) of such layoff time as the beginning or concluding portion of their assigned vacation. If an employee has scheduled a split vacation, the float will be taken from the beginning or concluding portion of the nearest unobserved split period. Such requests must be in writing and presented prior to time of lay off. It will be the responsibility of the individual to notify the crew clerk in writing prior to the start of his assigned vacation that he has previously taken one or two week(s) of his vacation. Such layoff and float will be permitted only when, in the opinion of the Management, relief

can be afforded. This will permit an employee to possibly take vacation in five separate week increments.

- (b) When the foregoing provisions are utilized, a vacation, and the applicable portions of the so-called "Split Vacation Agreement" will govern.

#### ARTICLE V Bereavement Leave

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

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

- (b) In such cases, three minimum days' pay at the rate of the last service rendered will be allowed for the three days following date of death provided an employee is off on those days. An employee need not have stood to work on one or more of the days in order to receive bereavement leave pay.

Note: Bereavement pay will not be applicable during an employee's vacation. Also, if an employee qualifies for holiday pay on a holiday which occurs on a day the employee also qualifies for bereavement leave pay, he would only be entitled to one basic day's pay for that day.

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

#### ARTICLE VI Guarantee Offsets

- (a) No yardman's guarantee will be offset by earnings in another grade of service. (e.g., extra yardman used as a brakeman - yardman's guarantee is not offset by earnings received when used as a brakeman in emergency).
- (b) The guarantee for an occupant of a combination conductors'/brakemen's extra board established under Article I of the Agreement will not be offset by any earnings the

employee may have for service as a Santa Fe yardman or engineer.

#### ARTICLE VII

##### Special Through Freight Car Scale Additive

Each road freight conductor and brakeman who works in unassigned pool freight service and in assigned through freight service (including extra crew members used for Hours of Service Law relief) will be paid a special car scale additive as follows:

\$15.00 will be paid to an employee for every trip he works as a conductor in the service described above, and \$7.00 will be paid to an employee for every trip he works as a brakeman in the service described above. This allowance shall be paid in addition to the existing car scale additive.

#### ARTICLE VIII

##### Guaranteed Extra Boards

Article III of the Crew Consist Modification Agreement between the parties effective December 4, 1990 and signed December 3, 1990 is amended by addition of the following:

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

4. Each day of guarantee shall be at the engine foreman's rate.
5. The 5 Day Guarantee will be reduced by 1/7th for each day or portion thereof the employee is unavailable for service.
6. Employees declaring for the yard board and marking up on the yardmen's extra board, other than on Friday will be paid a guarantee equivalent to 1/7 of the weekly guarantee for each day they are available on the extra board. Employees added to or reduced from the extra board will be paid a 1/7th guarantee for the day added to or reduced from the extra board.
7. Employee assigned to the yardmen's extra board who lays off more than twice in the same work week forfeits the guarantee for that week, and will only receive pay for the work performed during that work week. An employee assigned to the yardmen's guaranteed extra board who lays off one day would have his guarantee reduced by 1/7; if the employee lays off two days then guarantee would be reduced by an additional 1/7.



## ARTICLE IX

### Supplemental Benefit Creation and Productivity Fund Elimination

1. As soon as this Agreement becomes effective, all obligations of the Carrier otherwise postdating the effective date of this Agreement to make any payments under any circumstances into the Productivity Accounts (Funds) originally established under the May, 1981 crew consist agreement, shall cease. However, at that moment, such Accounts and any monies then in them or due up to that time shall remain in place and continue to accrue interest in the usual manner until December, 1992, at which time such monies and interest will be distributed to employees represented by the UTU General Committee signatory hereto in the manner specified in Article 19 of the May, 1981 crew consist agreement. Upon such final distribution, all such Productivity Accounts and all of the Carrier's obligations related to them shall be closed, eliminated and extinguished.
2. Upon the effective date of this Agreement, the accumulation of employee shares in the Productivity Accounts otherwise provided for by the May, 1981 crew consist agreement shall cease. Thus, prior to October 31, 1992, the General Chairman shall furnish to the Carrier a statement detailing credits due up to the effective date of this Agreement to all part-time union officers of the General Committee signatory hereto.
3. In exchange for the complete elimination of the Productivity Accounts (Funds) and related Carrier obligations, as provided for above in this Article IX, the Carrier shall establish for each covered employee, as defined in this Article IX, a Supplemental Benefit as described and to be administered in the manner set forth below in this Article IX.
  - a. For purposes of this Article IX, a "covered" employee shall be any employee who on the earlier of July 6, 1992 or the date this Agreement is ratified, holds seniority in a portion of the craft or class presently represented by the UTU General Committee signatory hereto and on that date is eligible and able to mark up for service in this craft or class, or who on that date occupies a position on a reserve board established under any agreement then in effect between the Carrier and the UTU General Committee signatory to this Agreement, and in either case who has not been anytime since June 1, 1992 employed by another railroad or regularly occupying an exempt position with this Carrier. Further, any employee holding seniority in a portion of the craft or class presently represented by the UTU General Committee signatory hereto on the earlier of July 6, 1992 or

the date this Agreement is ratified who is then ineligible or unable to mark up for service on such date solely because he is on a disciplinary suspension from service in the craft or class, on a medical leave of absence from the craft or class, or dismissed from service in the craft or class, and in any such case who has not been employed by another railroad or regularly occupying an exempt position with this Carrier anytime since June 1, 1992, shall become a "covered" employee within the meaning of this Article IX under the following circumstances:

- (1) If the employee was ineligible or unable to mark up on the key date solely due to suspension or medical leave of absence, he shall become "covered" by subsequently being eligible and able to mark up (including gaining clearance to mark up from Santa Fe's Medical Director in the case of an employee on medical leave) prior to August 15, 1996.
  - (2) If the employee was ineligible to mark up on the key date solely due to dismissal, he shall become "covered" by subsequently being reinstated to service in this craft or class with seniority, and all other rights as an employee restored, and by otherwise being eligible and able to mark up, all prior to August 15, 1996.
- b. The Carrier shall pay to each "covered" employee as defined in this Article IX, a cash lump sum of \$10,000 (gross) no later than October 31, 1992, unless such employee becomes "covered" as defined in this Article IX after October 1, 1992, in which case he shall be paid within thirty days of achieving such status.
- c. In addition to paying the lump sum under paragraph 3.b of this Article IX, the Carrier shall establish for each "covered" employee as defined in this Article IX, a Supplemental Retirement Benefit ("SRB") to be paid and otherwise administered as follows:
- (1) The SRB will be paid to each covered employee upon the earlier of (a) the termination of his employment with the Carrier anytime after October 1, 1992, (b) his retirement from service with the Carrier, or (c) his death.

- (2) The amount of the SRB will be \$65,000. The SRB shall be increased with respect to each covered employee by an annual compounded percentage for each full fiscal year ending August 31 in the "Measurement Period" which begins on September 1, 1992 and ends on the August 31 prior to the earlier of (a) the date on which the covered employee has a termination of employment with this Carrier or (b) the date on which the plan provided for below is terminated. The percentage shall equal  $3\frac{1}{2}$  percent, plus  $\frac{1}{2}$  percent for every full percentage by which the arithmetic average of the annual inflation rates, as measured by the CPI-W index issued by the Bureau of Labor Statistics, for each fiscal year ending June 30 during the Measurement Period, exceeds 6 percent. For purposes of paragraph 3.c(2) of this Article IX, the annual inflation rate for any fiscal year ending on or after June 30, 1993 shall be deemed to equal the net positive difference, if any, of (i) the CPI-W index for June of such fiscal year divided by the CPI-W index for June of the immediately preceding fiscal year, (ii) minus 100 percent.
- (3) No more than ninety days after the effective date of this Agreement, the Carrier shall establish, subject to all necessary IRS, governmental and legal approvals, a pension plan(s) and irrevocable defined benefit pension trust. Such trust shall qualify under Section 401(a) of the Internal Revenue Code for tax exempt status under Section 501(a) of the Internal Revenue Code. The benefits to be paid from this trust shall be subject to Title IV of the Employee Retirement Income Security Act of 1974 ("ERISA") and shall be protected by the Pension Benefit Guaranty Corporation as permitted by law. Each SRB will be paid from the trust as legally permitted and the Carrier will in its discretion pay any remaining SRB monies due an employee under this Article IX directly from the Carrier's own funds. The trust funding shall comply with the requirements of Title I of ERISA. In the event that all

legal approvals cannot be obtained, the Carrier and General Chairman shall establish such alternative arrangements to provide the benefits set forth in paragraph 3.c(2) of this Article IX.

- (4) The parties intend that no covered employee will be subject to federal income taxation on the SRB until the benefit is actually paid. By joint concurrence the parties may amend or modify this Agreement or the trust, or take other necessary action, including payment of benefits prior to retirement, death or termination, to maintain compliance with ERISA and income tax requirements or to convert the trust to a qualified benefit plan.
- (5) Unless modified or amended by the parties as provided for above, this Article IX shall remain in effect from the effective date of this Agreement until the date that all claims for Supplemental Retirement Benefits have been satisfied.

#### ARTICLE X

##### Inapplicability of National Crew Consist Resolution

The parties hereby agree that any provisions in the national labor mandate effective July 29, 1991 between the National Carriers' Conference Committee and United Transportation Union (CT&Y), *i.e.*, the recommendations of Presidential Emergency Board No. 219 as made binding by House Joint Resolution 222, Public Law 102-29, which specifically provide for a crew consist resolution or which establish a procedure through which a carrier may pursue crew consist modification, do not apply in the case of employees represented by any UTU General Committee signatory to this Agreement.

#### ARTICLE XI

##### Savings Clause

To the extent any provision in the May, 1981 crew consist agreement, in the December, 1990 crew consist agreement, or in any other already executed agreement between the parties signatory hereto, is not amended by and not inconsistent with any provision of this Agreement, and is not otherwise altered, such provision shall remain in full force and effect.

ARTICLE XII  
Moratorium

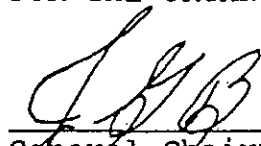
The moratorium provision contained in Article 24 of the May 19, 1981 crew consist agreement remains in effect, and the terms of that moratorium provision shall also be applicable to the same extent in connection with the portion of this Memorandum of Agreement which specifically sets forth the conditions and restrictions which govern conductor-only service performed by employees covered by this Agreement, and to such portion of this Agreement which establishes reserve board entitlements on behalf of employees covered by this Agreement. This does not prevent the parties from making changes in any agreement by mutual consent.

This Agreement will become effective at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 1992.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 1992.


FOR THE ORGANIZATION:

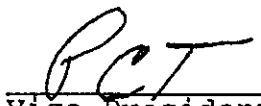
FOR THE CARRIER:

  
\_\_\_\_\_  
General Chairman, United  
Transportation Union (CTY)

  
\_\_\_\_\_  
Vice President-Transportation

APPROVED:

  
\_\_\_\_\_  
Assistant President, United  
Transportation Union

  
\_\_\_\_\_  
Vice President, United  
Transportation Union



# The Atchison, Topeka and Santa Fe Railway Company



1700 East Golf Road  
Schaumburg, Illinois 60173-5860

August 24, 1992

Mr. J. G. Bailey  
General Chairman  
United Transportation Union (CT&Y)  
8100 Marty, Suite 100  
Overland Park, KS 66204

SIDE LETTER NO. 1

Dear Sir:

This confirms our understanding in connection with the Memorandum of Agreement between the parties dated \_\_\_\_\_, 1992, concerning various agreement rules.

We discussed several items in the Memorandum of Agreement which we agreed needed further clarification. Those items are:

1. Article I, Conductor-only,  
In order to ensure a smooth implementation of conductor-only service, the brakemen's freight pools, brakemen's guaranteed extra board and conductor's extra board will be abolished and the new combination conductor's/brakemen's extra board will be established.

Bids will be received for the new combination extra board and conductors' pool turns, as well as any new locals or road switchers. For the initial implementation, the 30-day requirement for employees staying on the reserve board will be waived so that they may bid on these new positions.

All employees who bid should list their bids in order of first choice, second choice, etc. Employees who fail to bid for an assignment, pool or extra board in this initial implementation may not displace thereon.

Employees will be placed on the combination board at implementation by tie-up time of their last service.


2. The requirement that an employee laying off must be off a minimum number of hours is eliminated.

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

Very truly yours,

*REH 8/24/92*

Russell E. Hagberg  
Vice President-Transportation

  
\_\_\_\_\_  
General Chairman  
United Transportation Union (CT&Y)



The Atchison, Topeka and Santa Fe Railway Company



1700 East Golf Road  
Mesa, Illinois 60173-5860

August 24, 1992

Mr. J. G. Bailey  
General Chairman  
United Transportation Union  
8100 Marty, Suite 100  
Overland Park, KS 66204

SIDE LETTER NO. 2

Dear Sir:

This has reference to the Memorandum of Agreement between the parties dated \_\_\_\_\_, 1992, concerning various agreement rules.

It is not my intention to abolish yard assignments as a result of provisions in this Agreement, and while no requirement exists for abolishing yard assignments, I am agreeable to putting a procedure in place to allay your concern.

Accordingly, the last yard crew assignment in a yard, or on a shift where more than one yard assignment is employed, may be discontinued if a joint study indicates that the average time consumed in switching is less than three hours within a spread of ten hours for five consecutive working days. The ten hours referred to will begin concurrently with the starting time of the particular yard crew assignment. In computing the time engaged in switching, only the time consumed by the yard engine the carrier seeks to discontinue will be considered.

The studies referred to above will be initiated by the carrier giving ten (10) days' written notice of the proposed discontinuance to the UTU-Y local chairman involved. The carrier's written notice will indicate the date on which the study will begin. The local chairman involved shall advise the carrier of the name of his representative for the purpose of the study, but if such representatives are not so named, or fail to participate, the study may be conducted by the carrier. In either event, the result of the study shall be binding.

If the foregoing accurately outlines our understanding in this regard, please so indicate by signing in the space provided below.

Very truly yours,

*REH 8/24/92*

Russell E. Hagberg  
Vice President-Transportation

AGREED:

*JGB*  
\_\_\_\_\_  
General Chairman (CT&Y)  
United Transportation Union



The Atchison, Topeka and Santa Fe Railway Company



1700 East Golf Road  
Schaumburg, Illinois 60173-5860

November 5, 1992

RECEIVED

Mr. J. G. Bailey, General Chairman  
United Transportation Union (CT&Y)  
8100 Marty, Suite 100  
Overland Park, Kansas 66204

NOV 9 1992

UTU-ATSF-CCA  
C.T. & Y

Dear Sir:

I am writing in response to your letter dated October 29, 1992, concerning Side Letter No. 2 of the September 28, 1992 Agreement. Apparently, there is some confusion about this side letter, which I hope to clarify here.

In fact, Side Letter No. 2 is very clear. If we have a single yard engine on one, two, or three shifts and decide to eliminate any one of those yard engines (the last yard engine on a shift), we must initiate a check as described in Side Letter 2. Accordingly, it follows that if we decide to eliminate the last yard engine in a yard, a check would be required.

Yours truly,

John J. Fleps  
Assistant Vice President  
Labor Relations





The Atchison, Topeka and Santa Fe Railway Company



1700 East Golf Road  
Schaumburg, Illinois 60173-5860

August 24, 1992

Mr. J. G. Bailey  
General Chairman  
United Transportation Union (CT&Y)  
8100 Marty, Suite 100  
Overland Park, KS 66204

SIDE LETTER NO. 3

Dear Sir:

This confirms our understanding in connection with the Memorandum of Agreement between the parties dated \_\_\_\_\_, 1992, concerning various agreement rules.

An employee who lost base earnings in the craft because he performed official UTU business specifically on behalf of his craft or class on the Santa Fe, does not later suffer a reduction in the pay he receives for occupying a reserve board position as a result of the lower base earnings. Therefore, an employee in the relevant craft or class who performed official service in the capacity of an elected member of your general committee, i.e., as a general or local chairman, or as an elected officer of the UTU, during the base earnings year he selects under Article II.c.2 of the new Agreement, shall have the salary or wages he received from the UTU for time lost due to that official UTU service, treated the same as the employee's "earnings" from Santa Fe for purposes of Article II.c.2, provided that at the time he performed such official UTU service, he was not also occupying a reserve board position.

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

Very truly yours,

*REH 8/24/92*

Russell E. Hagberg  
Vice President-Transportation

*JGB*

General Chairman  
United Transportation Union (CT&Y)



The Atchison, Topeka and Santa Fe Railway Company



1700 East Golf Road  
Schaumburg, Illinois 60173-5860

August 24, 1992

Mr. J. G. Bailey, General Chairman  
United Transportation Union  
8100 Marty, Suite 100  
Overland Park, KS 66204

SIDE LETTER NO. 4

This confirms our understanding in connection with the Memorandum of Agreement between the parties dated \_\_\_\_\_, 1992, concerning various agreement rules.

Train and yard service employees may exercise their seniority between yard service and conductors' positions by bidding or bumping. Yard service employees may make written application for chain gang service, the combination road extra board or any other conductors' extra board, and these applications will be honored when increases are made. Conductors may make written application for a yard extra board and this application will be honored when increases are made.

An employee having displacement rights may exercise his seniority in either yard service or on a conductor's position in the same manner as is now done between the yardmen and brakemen. However, an employee force assigned as a conductor may not bid to a yard vacancy. Likewise, an employee force assigned to a yard assignment may not bid in a conductor's vacancy.

The Carrier shall not force assign an employee working in the yard to a conductor's vacancy nor shall a conductor be force assigned to a yard vacancy.

Yours truly,

*REH 8/24/92*

Russell E. Hagberg  
Vice President - Transportation

*JGB*

General Chairman  
United Transportation Union (CT&Y)



The Atchison, Topeka and Santa Fe Railway Company



1700 East Golf Road  
Schaumburg, Illinois 60173-5860

August 24, 1992

Mr. J. G. Bailey  
General Chairman  
United Transportation Union (CT&Y)  
8100 Marty, Suite 100  
Overland Park, KS 66204

SIDE LETTER NO. 5

Dear Sir:

This confirms our understanding in connection with the Memorandum of Agreement between the parties dated \_\_\_\_\_, 1992, concerning various agreement rules.

An employee who lost time in 1988, 1989, 1990 or 1991 due to union business or an on-duty injury may elect to have his earnings for 1988, 1989, 1990 or 1991 computed by using the average applicable earnings of the employee immediately above and immediately below him on the brakemen's roster.


In addition, it is further understood that an employee who was in a suspended/dismissed status during 1988, 1989, 1990 or 1991 and who is subsequently awarded pay for time lost shall have his test period earnings adjusted to reflect the award of pay for time lost applicable to 1988, 1989, 1990 or 1991.

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

Very truly yours,

*REH 8/24/92*

Russell E. Hagberg  
Vice President-Transportation

  
\_\_\_\_\_  
General Chairman  
United Transportation Union (CT&Y)



The Atchison, Topeka and Santa Fe Railway Company



1700 East Golf Road  
Schaumburg, Illinois 60173-5860

August 24, 1992

Mr. J. G. Bailey  
General Chairman  
United Transportation Union (CT&Y)  
8100 Marty, Suite 100  
Overland Park, KS 66204

SIDE LETTER NO. 6

Dear Sir:

This confirms our understanding in connection with the Memorandum of Agreement between the parties dated \_\_\_\_\_, 1992, concerning various agreement rules.

In the event of a severe decline in business on this Carrier (one resulting in more employees in active service and occupying any reserve board than would be in active service on the corresponding seniority district if full three-person crews were still in place there), the parties shall meet to negotiate in good faith a solution to the Carrier's problem. If the parties are unable to reach agreement on the solution within ninety days, then they shall commit the matter to final and binding arbitration under the Railway Labor Act.

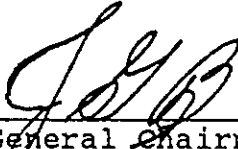
Also, nothing in this Memorandum of Agreement or any other agreement is intended to keep a reserve board in place, if the relevant seniority district has been entirely eliminated and the corresponding segment of railroad has been entirely divested by the Carrier through line sale, abandonment or otherwise.

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

Very truly yours,

*REH 8/24/92*

Russell E. Hagberg  
Vice President-Transportation

  
\_\_\_\_\_  
General Chairman  
United Transportation Union (CT&Y)



The Atchison, Topeka and Santa Fe Railway Company



1700 East Golf Road  
Schaumburg, Illinois 60173-5860

August 24, 1992

Mr. J. G. Bailey  
General Chairman  
United Transportation Union (CT&Y)  
8100 Marty, Suite 100  
Overland Park, KS 66204

SIDE LETTER NO. 7

Dear Sir:

This confirms our understanding in connection with the Memorandum of Agreement between the parties dated \_\_\_\_\_, 1992, concerning various agreement rules.

This Agreement and others before it provide for so-called reserve boards which employees rendered surplus by existing crew consist rules may occupy. These agreement provisions are also subject to the moratorium established by this Memorandum of Agreement and by others before it.

In an effort to guarantee the future vitality of this moratorium, Santa Fe hereby commits that should any future legislated or otherwise imposed dispute settlement between the parties, whether local or national in scope, abrogate or otherwise diminish in any way the rights of employees under existing reserve board provisions, Santa Fe shall then automatically be required to reestablish enough brakemen's positions on trains or assignments on the pertinent seniority districts to ensure that no employee shall be furloughed or otherwise adversely affected due to the erosion of employee rights established by existing reserve board provisions.

The only alternative to this result may be that Santa Fe fully honors existing reserve board provisions despite the imposed settlement to the contrary, in which case Santa Fe shall not be required to reestablish brakemen's positions as set forth above.

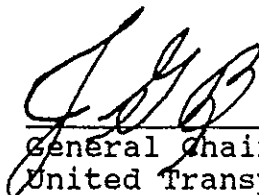
Nothing in this Side Letter No. 7 shall prevent the parties from making any change in existing reserve board provisions by mutual agreement.

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

Very truly yours,

*REH 8/24/92*

Russell E. Hagberg  
Vice President-Transportation

  
\_\_\_\_\_  
General Chairman  
United Transportation Union (CT&Y)



The Atchison, Topeka and Santa Fe Railway Company



1700 East Golf Road  
Schaumburg, Illinois 60173-5860

August 24, 1992

Mr. J. G. Bailey  
General Chairman  
United Transportation Union  
8100 Marty, Suite 100  
Overland Park, KS 66204

SIDE LETTER NO. 8

Dear Sir:

This has reference to the Memorandum of Agreement between the parties dated \_\_\_\_\_, 1992, concerning various agreement rules.

In connection with the application of Article IX.3.a in the Agreement, the following will govern. Any employee holding seniority in a portion of the Santa Fe CT&Y craft or class presently represented by your General Committee on the earlier of July 6, 1992 or the date this Agreement is ratified, who is ineligible or unable to mark up for service in the CT&Y craft on such date solely because he was then in engineer training or working in engine service on the Santa Fe, shall become a "covered" employee within the meaning of Article IX under the circumstances set forth in the following sentence. He shall become "covered" by permissibly and actually marking up for service in the portion of the Santa Fe CT&Y craft or class presently represented by your General Committee anytime within (but no later than) the first 120 days following the earlier of July 6, 1992 or the date this Agreement is ratified, or if he was in engineer training on the key date, anytime within (but no later than) the first 120 days following the date he completes such training.

If the foregoing accurately outlines our understanding in this regard, please so indicate by signing in the space provided below.

Very truly yours,

*REH 8/24/92*

Russell E. Hagberg  
Vice President-Transportation

AGREED:

*JGB*  
\_\_\_\_\_  
General Chairman (CT&Y)  
United Transportation Union



The Atchison, Topeka and Santa Fe Railway Company



1700 East Golf Road  
Schaumburg, Illinois 60173-5860

August 24, 1992

Mr. J. G. Bailey  
General Chairman  
United Transportation Union  
8100 Marty, Suite 100  
Overland Park, KS 66204

SIDE LETTER NO. 9

Dear Sir:

This has reference to the Memorandum of Agreement between the parties dated \_\_\_\_\_, 1992 concerning various agreement rules.

The following describes an example of how we would apply Article IX.3.c(2) in a case where the annual rate of inflation exceeds 6% for a several year period:

Assume a covered employee retires February 1, 1996 and the average inflation rate was 8% in 1993, 10% in 1994 and 6% in 1995, for an average of 8% over these three years. The employee would then be entitled to an additional 1% each year, i.e., 50% of the difference between 8% and 6%. The 3.5% adjustment factor would thus be increased to 4.5% for each of the three years and the \$65,000 would amount to \$74,176 in 1996, instead of \$72,067 based on a 3.5% factor.

If the foregoing accurately outlines our understanding in this regard, please so indicate by signing in the space provided below.

Very truly yours,

Russell E. Hagberg  
Vice President-Transportation

AGREED:

  
\_\_\_\_\_  
General Chairman (CT&Y)  
United Transportation Union



# The Atchison, Topeka and Santa Fe Railway Company



700 East Golf Road  
Schaumburg, Illinois 60173-5860

August 24, 1992

Mr. J. G. Bailey  
General Chairman  
United Transportation Union  
8100 Marty, Suite 100  
Overland Park, KS 66204

SIDE LETTER NO. 10

Dear Sir:

This has reference to the Memorandum of Agreement between the parties dated \_\_\_\_\_ concerning various agreement rules.

As I have explained to you, Santa Fe is committed to its Quality process through which all employees learn to focus on meeting the needs of our internal and external customers and constantly striving toward improving the quality of the service we provide. And significantly, this commitment must be shared by everyone in our company.

Toward that end, we have agreed that Santa Fe can require all trainmen and yardmen to attend quality training sessions. Local supervision on each territory will schedule trainmen and yardmen to attend quality training sessions. When pool freight or extra board trainmen and yardmen attend quality training, they will not have their turns removed from the board. Upon completion of the class, the employee will be returned to the board, and after the required rest, he or she will be eligible to be called for service. If the turn works up to first-out, the turn will be held until the employee has completed training and has received the required rest. Additionally, this side letter contemplates that "all trainmen and yardmen" includes trainmen and yardmen in reserve status, and when trainmen or yardmen in reserve status are required to attend quality sessions, they will not receive any compensation above and beyond reserve pay.

The allowance for attending quality training sessions will be the allowance for attending operating rules classes (one basic day), which is subject to subsequent wage increases, if there is no time lost, and the allowance for quality training will not be used to offset any guarantee earned while occupying a guaranteed extra board.

While employees will not be disciplined for failure to attend quality training sessions, they will be handled in the following manner if they are required to attend and chose not to attend:

- Unassigned Service - The employee will be moved to the bottom of the pool.
- Assigned Service - The employee will not be allowed to work the next trip.
- Extra Boards - The employee will retain his position on the extra board, but he will not be allowed any guarantee for that day.

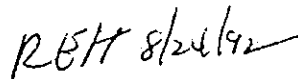


Employees required to attend quality training sessions at other than their terminal of assignment, which requires deadheading, will be paid the applicable deadhead rate in addition to the rules class allowance. Employees who are required to drive to attend quality training sessions will also be allowed the standard mileage allowance, and if necessary, the carrier will provide lodging.

This side letter will be effective through December 31, 1992. After that date, it will remain in effect unless either party serves thirty days written notice on the other party of their desire to cancel this Side Letter.

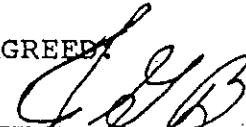
If the foregoing accurately outlines our agreement in this regard, please so indicate by signing in the space provided below.

Very truly yours,



Russell E. Hagberg  
Vice President-Transportation

AGREED:

---

General Chairman (CT&Y)  
United Transportation Union



The Atchison, Topeka and Santa Fe Railway Company



700 East Golf Road  
Champaign, Illinois 60173-5860

August 24, 1992

Mr. J. G. Bailey  
General Chairman  
United Transportation Union (CT&Y)  
8100 Marty, Suite 100  
Overland Park, KS 66204

SIDE LETTER NO. 11

Dear Sir:

This confirms our understanding in connection with the Memorandum of Agreement between the parties dated \_\_\_\_\_, 1992, concerning various agreement rules.

In view of the changes made by this Agreement in the existing crew consist agreements, the following will apply to ground service employees (CT&Y) represented by your General Committee who transfer to engine service:

Ground service employees who have transferred or transfer to engine service will not continue to accumulate ground service seniority unless they satisfy the following condition. Full dues to the United Transportation Union will be required of such employees in order for them to continue accumulating ground service seniority.

The Carrier is required to advise the UTU General Chairman (currently Mr. J. G. Bailey) in writing, when ground service employees are transferred to engine service.

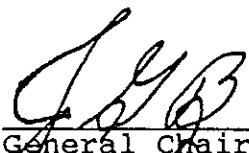
Ground service employees failing to pay full monthly dues to the UTU after transferring to engine service, will not thereafter accumulate any additional conductor, brakeman or yardman seniority, and thus will fall on any relevant conductors', trainmen's or yardmen's roster below persons who do continue to accumulate such seniority.

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

Very truly yours,

*REH 8/24/92*

Russell E. Hagberg  
Vice President-Transportation

  
\_\_\_\_\_  
General Chairman  
United Transportation Union (CT&Y)



The Atchison, Topeka and Santa Fe Railway Company



1700 East Golf Road  
Schaumburg, Illinois 60173-5860

August 24, 1992

Mr. J. G. Bailey  
General Chairman  
United Transportation Union (CT&Y)  
8100 Marty, Suite 100  
Overland Park, KS 66204

SIDE LETTER NO. 12

Dear Sir:

This concerns the Memorandum of Agreement between the parties dated \_\_\_\_\_, 1992 concerning various agreement rules.

The parties recognize the importance of keeping Santa Fe Railway a strong competitor in the marketplace. This Memorandum of Agreement is a cooperative step towards that goal. In order to ensure a smooth implementation of the Agreement, the parties agree to meet with the local chairmen approximately 90 days after implementation to discuss any problems which may have developed. The same basic provisions of the letter dated July 6, 1992 will apply in connection with that meeting.

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

Very truly yours,

Russell E. Hagberg  
Vice President-Transportation

\_\_\_\_\_  
General Chairman  
United Transportation Union (CT&Y)



The Atchison, Topeka and Santa Fe Railway Company



1700 East Golf Road  
Shahamberg, Illinois 60173-5860

August 24, 1992

Mr. J. G. Bailey  
General Chairman  
United Transportation Union (CT&Y)  
8100 Marty, Suite 100  
Overland Park, Kansas 66204

SIDE LETTER NO. 13

Dear Sir:

This confirms our understanding in connection with the Memorandum of Agreement between the parties dated \_\_\_\_\_, 1992, concerning various agreement rules.

Santa Fe's Chicago Terminal Division seniority district employees represented by your General Committee have had their own separate "Productivity Account" (Fund); you have informed me that these employees may want to retain their Productivity Account. Therefore, Chicago Terminal Division seniority district employees will be given the option to keep their Productivity Account intact; this option will be administered as follows.

You will canvass or otherwise conduct a vote of the Chicago Terminal Division seniority district employees and promptly inform me in writing of whether or not they have elected to retain their Productivity Account. Then, if you so inform me that the Chicago Terminal Division seniority district employees have elected not to retain their Productivity Account, Article IX will apply in their case in all respects.

If, on the other hand, you inform me that Chicago Terminal Division seniority district employees have elected to retain their Productivity Account, Article IX will not apply in their case in any respect. Instead, each Chicago Terminal Division seniority district employee who would have been "covered" under Article IX if such Article had applied in his case, will be entitled to a \$2,000.00 (gross) cash lump sum payable within thirty days of the time he would have become "covered" under Article IX if such Article had applied in his case.

Further, if and only if you inform me in the manner set forth above that Chicago Terminal Division seniority district employees have elected to retain their Productivity Account, all agreement terms which governed Productivity Account obligations, entitlements and administration immediately prior to the effective date of this Agreement shall remain in place exclusively in the case of Chicago

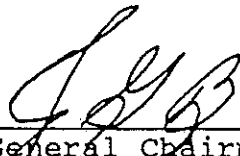
Terminal Division seniority district yard engine service trips and the employees who work those trips; except that no agreement term shall require the Carrier to make a Productivity Account payment based on a Chicago Terminal Division seniority district yard engine service trip worked by any ground service crew member who did not originally acquire his CT&Y craft seniority in the Chicago Terminal Division seniority district, or who actually was a "covered" employee under Article IX.

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

Very truly yours,

*REH 8/24/92*

Russell E. Hagberg  
Vice President-Transportation

  
\_\_\_\_\_  
General Chairman  
United Transportation Union (CT&Y)



The Atchison, Topeka and Santa Fe Railway Company



700 East Golf Road  
Schaumburg, Illinois 60173-5860

August 24, 1992

Mr. J. G. Bailey  
General Chairman  
United Transportation Union  
8100 Marty, Suite 100  
Overland Park, KS 66204

SIDE LETTER NO. 14

Dear Sir:

This confirms our understanding in connection with the Memorandum of Agreement between the parties dated \_\_\_\_\_, 1992, concerning various agreement rules.

When establishing a position on the combination conductors'/brakemen's extra board provided for by Article I of the Agreement, an employee will use his existing conductor's promotion date. If the employee has not yet obtained a conductor's seniority date, the following will govern in this context:

1. If the employee has never taken the promotion test because he had insufficient time in road service to do so, he will be placed on the combination board where he would have been if he had passed promotion in normal sequence, until he actually takes the promotion exam. Then, if he passes, he will maintain the same position on the board. If he fails, he will be placed on the board following the youngest promoted employee on the seniority district.
2. Restricted employees (those without road seniority due to promotion failure) will establish conductors' and brakemen's seniority when they pass the exam, following anyone who previously established such seniority on the relevant districts.
3. All employees who have not taken the promotion exam or who are restricted to the yards will be required to sit for conductors' promotion the first time it is offered in their respective home terminals, in order to obtain their true conductors' dates.

Nothing in this side letter applies to the establishment of brakemen's positions on the combination extra boards.

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

Very truly yours,

*REH 8/24/92*

Russell E. Hagberg  
Vice President-Transportation

*JGB*  
\_\_\_\_\_  
General Chairman  
United Transportation Union (CT&Y)



The Atchison, Topeka and Santa Fe Railway Company



1700 East Golf Road  
Schaumburg, Illinois 60173-5860

August 24, 1992

Mr. J. G. Bailey  
General Chairman  
United Transportation Union  
8100 Marty, Suite 100  
Overland Park, KS 66204

SIDE LETTER NO. 15

Dear Sir:

This confirms our understanding in connection with the Memorandum of Agreement between the parties dated \_\_\_\_\_, 1992, concerning various agreement rules.

For purposes of determining an employee's entitlement to vacation under agreement rules, his anniversary date will be January 1 of the year in which he was first employed in the CT&Y craft. For example, an employee with a July 15, 1963, employment date will have an anniversary date for vacation purposes of January 1, 1963.

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

Very truly yours,

Russell E. Hagberg  
Vice President-Transportation

\_\_\_\_\_  
General Chairman  
United Transportation Union (CT&Y)



The Atchison, Topeka and Santa Fe Railway Company



30 East Golf Road  
Schaumburg, Illinois 60173-5860

August 24, 1992

Mr. J. G. Bailey  
General Chairman  
United Transportation Union (CT&Y)  
8100 Marty, Suite 100  
Overland Park, KS 66204

SIDE LETTER NO. 16

Dear Sir:

This confirms our understanding in connection with the Memorandum of Agreement between the parties dated \_\_\_\_\_, 1992, concerning various agreement rules.

If the Agreement is ratified, the entitlement to a Supplemental Retirement Benefit ("SRB") then granted to each "covered" employee by Article IX, paragraph 3.c of the Agreement, becomes a completely vested entitlement which may not ever be reduced or otherwise threatened through future negotiations or any other action of the parties to the Agreement, whether acting together or alone.

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

Very truly yours,

John J. Fleps  
Assistant Vice President  
Labor Relations

---

General Chairman  
United Transportation Union (CT&Y)





# The Atchison, Topeka and Santa Fe Railway Company

1700 East Golf Road  
Schaumburg, Illinois 60173-5860

August 24, 1992

Mr. J. G. Bailey  
General Chairman  
United Transportation Union (CT&Y)  
8100 Marty, Suite 100  
Overland Park, KS 66204

SIDE LETTER NO. 17

Dear Sir:

This confirms our understanding in connection with the Memorandum of Agreement between the parties dated \_\_\_\_\_, 1992, concerning various agreement rules.

Road and yard extra boards will be manned at levels called for by agreement rules, and the number of employees placed on any such board will not be raised above that called for by agreement rules without the concurrence of the relevant local chairman.

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

Very truly yours,

Russell E. Hagberg  
Vice President-Transportation

  
\_\_\_\_\_  
General Chairman  
United Transportation Union (CT&Y)

## Questions and Answers

1. Q. What is the definition of "Switching"?  
A. Switching would be any move performed other than a straight set-out or straight pickup; handling power at initial or final terminal; set-out bad orders.
2. Q. Is re-blocking or re-arranging train considered as switching?  
A. YES, except when it is necessary to reposition a car which requires particular placement because of Bureau of Explosives, ICC or other Government regulation.  
  
Example: Conductor-Only originating at Sweetwater, Texas is required to re-block his train to comply with Central Region Bulletin, would this be considered switching?  
  
The Agreed to answer is: YES
3. Q. Do cars picked up have to be first-out in track?  
A. YES
4. Q. Would a double-over be counted the same as a set-out or a pick-up?  
A. YES
5. Q. Is it permissible for Conductor-only's to set-out or pick-up while holding on to cars?  
A. YES
6. Q. Is it permissible for Conductor-only's to handle his own power to and from ready track, and be allowed to assemble, disassemble or rearrange only his own consist at the initial and/or final terminal?  
A. YES

7. Q. Is any set-out or pick-up of locomotive consist (unit(s)) enroute counted as a set-out or pick-up under Article I Section 2?
- A. YES
8. Q. Would engines to be picked up by Conductor-only's while enroute have to be first-out in the track?
- A. YES
9. At the initial terminal and no yard engines on duty:
- Q. How many pick-ups or set-outs can Conductor-only's perform?
- A. Maximum total of 3. However, any additional pick-ups or set-outs during the remaining tour of duty would not be permissible, as in this question all 3 were made at the initial terminal.
- Q. If 1 pick-up was made at initial terminal, how many more pick-ups would be permissible?
- A. 2 additional pick-ups would be permissible. Or the combination of 1 pick-up or 1 set-out, if no more pick-ups were required, 2 set-outs would be permissible. Under no conditions could the combination ever exceed a total of 3 without triggering payment provided for, per Article I, Section 6.
10. At the final terminal and no yard engines on duty:
- Q. How many set-outs or pick-ups would be permissible?
- A. Total of 3 per tour of duty. If no set-outs or pick-ups had been performed then 3 would be the maximum total that would be permissible. If 2 had previously been performed during the tour of duty then the answer to this Question would be 1. Under no conditions could the combination ever exceed a total of 3 without triggering payment provided for, per Article I, Section 6.

11. At the initial terminal and switch engine on duty:
- Q. What would be the maximum number of set-outs or pick-ups permissible?
- A. One.
12. At the final terminal and switch engine on duty:
- Q. What would be the maximum number of set-outs or pick-ups permissible?
- A. Maximum could never be more than 1. If Conductor-only's had made no set-outs or pick-ups previously during the tour of duty or if Conductor-only had made only 2 pick-ups or set-outs prior to arriving final terminal, then the maximum of 1 set-out or 1 pick-up would be permissible at the final terminal.
- If the Conductor-only had made no previous pick-ups or set-outs prior to arriving at the final terminal, the answer would still be "maximum of 1."
13. Q. Can a doubleover be made when making a set out at the final terminal?
- A. Yes, but the minimum number of tracks must be utilized and all tracks doubled to must be in the same yard within the final terminal. It will count as one set-out. Failure to utilize the minimum number of tracks will trigger the payment provided in Article I, Section 6.

**Example:** A conductor-only train arrives eastbound into Argentine (yard engines on duty). In making the set out in the East Receiving Yard, the conductor doubles to tracks 1007 (ER-7) and track 1010 (ER-10). One of these two tracks would not have held the entire set out, and utilizing both tracks was necessary. The train is then yarded in East Departure track 3008 (EBD-8). This would be only one set out. If the set-out consisted of only twenty-eight (28) cars, and both, 1007 and 1010 were used in making set out, this would trigger payment provided in Article I, Section 6, as track 1007 will hold in excess of 100 car lengths.

14. Q. Can a doubleover be made to more than one track when yarding the train at the final terminal?
- A. Yes, but the minimum number of tracks must be utilized and all tracks doubled to must be in the same yard within the final terminal. It will count as one set-out. Failure to utilize the minimum number of tracks will trigger the payment provided in Article I, Section 6.

**Example:** A conductor-only train arrives eastbound into Argentine (yard engines on duty). Instructions are to yard train in track 6002 (WBD-2), train is 10 cars longer than track 6002 will hold, instructions are to double head 5 cars to track 6003 (WBD-3) and the remaining 5 cars to track 6004 (WBD-4). Track 6003 (WBD-3) would have held the entire 10 car doubleover, and failure to utilize the minimum number of tracks would trigger the payment provided in Article I, Section 6.

15. Q. Can a doubleover be made at the initial terminal from more than one track?
- A. Yes, but the minimum number of tracks must be utilized and all tracks doubled to must be in the same yard within the initial terminal. It will count as one pick-up. Failure to utilize the minimum number of tracks will trigger the payment provided in Article I, Section 6.

**Example:** A conductor-only on duty, westbound at Argentine (yard engines on duty) receives instructions that his train is made up on track 6004 (WBD-4) and he has a pick up to make from track 6005 (WBD-5). This would be his one allowable pick up. He could not make any additional pick ups or set outs at the initial terminal.

Conductor-only westbound and arrives Argentine (yard engines on duty) the final terminal, makes a set out to track 6014 (WBD-14) then yards train to track 203 (NT-3), in yarding of train in to track 203 there remains a surplus of 5 cars and instructions

are received to set the 5 cars to track 205 (NT-5). This would be prohibited as the allowable set out would have been accomplished when required to set out to track 6014. The doubleover to track 205 would trigger the payment provided in Article I, Section 6.

16. Q. In a track to be picked up, there is a car that has been diverted or has not been updated at time of pick up and the conductor-only crew is required to switch it out. Is this switching?
- A. Yes. This would trigger payment provided in Article I, Section 6.
17. Q. How many set-outs would it be if a conductor-only set out in track 1 of yard A and track 2 of yard A at an intermediate point?
- A. Two, unless the minimum number of tracks was utilized. Then it would be one. The same would also hold true for pick-ups.
18. Q. Is it considered switching if a conductor-only train sets out cars in track 1, then sets cars back to the train, then sets out more cars in the yard?
- A. No, it is three straight set-outs.
19. Q. When will the penalty in Article I, Section 6 be applicable?
- A-1. If a conductor is required en route to perform switching or makes more than three straight set-outs or three straight pick-ups or any combination of straight set-outs and straight pick-ups in excess of three, the conductor will be entitled to the one-way trip mileage a brakeman would have earned had he/she been a member of the crew, in addition to all other earnings.
- A-2. If a conductor is required at the initial or final terminal to perform switching or make more than one straight set-out or pick-up while a yard engine is on duty, the conductor will be entitled to the one-way trip mileage a brakeman would have earned had he/she been a member of the crew, in addition to all other earnings.

- A-3. If a conductor is required at the initial or final terminal to perform switching or makes a set-out(s) and/or pick-up(s) which exceeds a combination of three for the entire tour of duty when a yard engine is not on duty, the conductor will be entitled to the one-way trip mileage a brakeman would have earned had he/she been a member of the crew, in addition to all other earnings.
20. Q. If a conductor-only has a load of ballast to dump, can the conductor-only crew perform the service?
- A. No. It was not intended that a conductor-only would perform work train service.
21. Q. What handling is given pre-existing conductor-only assignments upon the effective date of this Agreement?
- A. All such assignments are abolished and in the future will be protected by the conductors pool.
22. Q. If a vacancy exists for a conductor and the first-out individual on the combination conductors'/brakemen's extra board is not promoted, what handling is given this individual?
- A. He/she will remain first out and the next out qualified employee will be called for the conductor vacancy.
23. Q. Will the non-utilization of the individual in the above Q & A affect the individual's guarantee?
- A. No.
24. Q. Can a conductor-only exchange trains with another conductor-only enroute?
- A. Yes, however the limitation of three set-outs or pick-ups or any combination of three is applicable to the trains as well as the conductor.

FOR EXAMPLE: Conductors Jones and Smith exchange trains enroute. Conductor Jones has performed three pick-ups on his original train. Conductor Jones cannot perform any more work (pick-up or set-out) on the train he was traded to. Conductor Smith has performed one pick-up on his original train. Conductor Smith cannot perform any more work (pick-up or set-out) on the train he was traded to because that train has already made three pick-ups. In other words, the Carrier cannot generate more work for a particular train simply by trading conductors.

However, if both Conductors Jones and Smith had only made two pick-ups on their original trains, then both could make one more pick-up or set-out on the trains they were traded to.

25. Q. How do you calculate the number of brakemen who will be assigned under Article I, Section 8(c), to the combination conductors'/brakemen's guaranteed extra board, if, for example, there were 13 conductor pool freight turns:

A.:

Upon implementation?

13 conductor pool turns x 25% = 3.25 brakemen which is rounded down to 3 brakemen.

Year 2?

13 conductor pool turns x 20% = 2.60 brakemen which is rounded down to 2 brakemen.

Year 3?

13 conductor pool turns x 15% = 1.95 brakemen which is rounded down to 1 brakeman.

Year 4?

calculations are the same for Year 4 as they were for Year 3

Year 5 and thereafter?

13 conductor pool turns x 0% = 0 brakemen.



26. Q. How do you calculate the number of conductors/brakemen under Article I, Section 8(d), on the combination extra board if there are 13 conductor pool turns, 6 regular conductor assignments and 6 regular brakemen assignments on the territory under the jurisdiction of that extra board?

A.:

Upon implementation:

13 conductor pool turns + 6 conductor assignments + 6 brakemen assignments = 25 jobs. 25 jobs x 40% = 10 conductors/brakemen on extra board plus the 3 brakemen from the preceding Q&A = 13 persons on the combination conductors/brakemen's extra board.

Year 2?

13 conductor pool turns + 6 conductor assignments + 6 brakemen assignments = 25 jobs. 25 jobs x 40% = 10 conductors/brakemen on extra board plus the 2 brakemen from the preceding Q&A = 12 persons on the combination conductors/brakemen's extra board.

Year 3?

13 conductor pool turns + 6 conductor assignments + 6 brakemen assignments = 25 jobs. 25 jobs x 40% = 10 conductors/brakemen on extra board plus the 1 brakeman from the preceding Q&A = 11 persons on the combination conductors/brakemen's extra board.

Year 5 and thereafter?

13 conductor pool turns + 6 conductor assignments + 6 brakemen assignments = 25 jobs. 25 jobs x 25% = 6.25 conductors/brakemen which is rounded up to 7 persons on the combination conductors'/brakemen's extra board plus an additional number (arrived at by figuring 25% of the number of brakemen used in pool freight service in the preceding 10 day period).

27. Q. May the Carrier add to or carry more employees on the yardman's extra board or road combination extra board, in excess of the number that the regulation formula calls for?

A. YES, in accordance with Side Letter No. 17.

28. Q. If a vacancy exist in yard service and the yardman's extra board is exhausted how shall the vacancy be filled?
- A. The vacancy shall be filled as follows:
1. Senior reserve board employee with a request on file for such service.
  2. If the foregoing step does not result in a yardman to fill the vacancy, then the vacancy will be filled in accordance with the Rules and practices in effect prior to this Agreement.
29. Q. If a vacancy exists in pool freight service and the road combination extra board is exhausted, how shall the vacancy be filled?
- A. The vacancy shall be filled as follows:
1. Senior reserve board employee with request on file for such service.
  2. If the foregoing step does not result in a brakeman to fill the vacancy, then the vacancy will be filled in accordance with the Rules and practices in effect prior to this Agreement.
30. Q. If a vacancy exists in other than pool freight service and the road combination extra board is exhausted how shall the vacancy be filled?
- A. The vacancy shall be filled as follows:
1. Senior reserve board employee with a request on file for such service.
  2. If the foregoing step does not result in a brakeman to fill the vacancy, then the vacancy will be filled in accordance with the rules and practices in effect prior to this Agreement.
31. Q. When a reserve board employee is used in active service, what is he/she paid?
- A. The reserve board employee would be paid as is provided in the Schedule Agreement in addition to his reserve board pay.

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

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

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

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

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

33. Q. Is it possible for an employee to be off-in-force reduction after this Agreement takes effect?

A. NO.

34. Q. Does Article II(b) provide that brakemen/yardmen could be force assigned to reserve boards?

A. Yes, if there are insufficient voluntary requests from senior employees, the most junior brakeman/yardman shall be force assigned in reverse seniority order.

35. Q. Are reserve board employees treated as active employees for the purposes of union dues deductions?

A. Yes.

36. Q. How could a reserve board employee be returned to active service?
- A. By recall, by request or by bidding.
37. Q. Can a conductor, brakeman, or switchman with displacement rights bump on the reserve board?
- A. No. All movement to the reserve boards must be accomplished by request.
38. Q. Who is recalled to active service first?
- A. Employees will be recalled to active service in the following order:
1. The senior employee on a reserve board who has filed a request to return to active service.
  2. The junior employee on a reserve board who has not filed a request to return to active service.
39. Q. Does the recalled employee have full displacement rights?
- A. Yes.
40. Q. How long does an employee on the reserve board have to return to active service when recalled to active service?
- A. Fifteen (15) days.
41. Q. Do the train service proficiencies listed in Article II (e-2) include rules classes and periodical physical examinations?
41. A. Yes.
42. Q. How will employees be notified of these tests, examinations, etc.?
- A. They will be notified by certified mail.
43. Q. Can full time union officers be on the reserve board?
- A. No.

44. Q. Can part time UTU officers such as, but not limited to, local chairmen be on the reserve board?
- A. Yes.
45. Q. Are employees on the reserve board subject to discipline if they refuse or miss a call for service when they had in a request to be called for emergency service?
- A. No.
46. Q. Are reserve board employees who perform emergency service paid for such service in addition to their reserve board payments?
- A. Yes.
47. Q. Who is eligible to bid in a reserve board position?
- A. An employee holding a seniority date prior to September 1, 1992.
48. Q. How is the number of reserve board positions on each prior rights seniority district computed?
- A. There is no computation factor to determine the maximum slots or positions. This Agreement provides that all employees in excess of those required in active service (regular assignments, extra boards (road or yard), and unassigned service) must be permitted to occupy a reserve board position.
49. Q. What is the definition of a "protected employee"?
- A. Employees that have established a seniority date prior to September 1, 1992.
50. Q. If employee requests to occupy reserve board, when will recalled employee be notified?
- A. Letter to be sent immediately.

51. Q. Does the Carrier have to grant the float of a requested week(s), per Article IV?

A. YES, provided there are sufficient employees to protect the service.

**EXAMPLE:** Employee is scheduled five (5) week split vacation period; two (2) weeks scheduled May 1 through May 14 and a three (3) week period December 11 through December 31. On February 2 he/she requests to float one (1) week of vacation; request is granted. His choice under the Agreement would be to deduct this one week from the beginning or concluding portion of the nearest unobserved split vacation period (May 1 through May 14). Employee desires to use the first week of his May vacation for the February period. This leaves the employee with four (4) remaining weeks, May 8 through May 14, and the December vacation. Then on April 1 same employee request to float an additional week of vacation, request is granted, this float week would be deducted from the May vacation, and now the only vacation remaining is the December period. Again, on May 1 the employee realizes he still needs a vacation during the originally scheduled time, and he floats another week, at this point he must decide if this week will be reduced from the beginning or the concluding portion of the December vacation. After deciding to use the first week at this time, he now has remaining a two week vacation period, beginning December 18. Then again, on August 1, he desires to float another week, after request granted he observes August 1 through August 7.

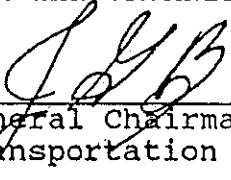
Now remains only the vacation period of December 25 through December 31. On November 1 he decides to float this remaining week, and after being request granted, observed November 1 through November 7, never taking any week in December:

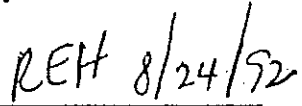
<u>Original Schedule</u>	<u>Float</u>
5/1 through 5/7 -----	2/2 through 2/8
5/8 through 5/14 -----	4/1 through 4/7
12/11 through 12/17 -----	5/1 through 5/7
12/18 through 12/24 -----	8/1 through 8/8
12/25 through 12/31 -----	11/1 through 11/7

52. Q. How will the three days be computed in Article V(b)?
- A. Three consecutive days, commencing with the date following the day of the death.
53. Q. Does Article VI eliminate the use of computing road miles worked by a yardman when used from the yardmen's extra board to fill road vacancies?
- A. YES. Article 11 (a-4) of the Yardmen's Schedule is no longer applicable. Article 11 (a-1, 2 and 3) of the Yardmen's Schedule are still applicable in computing the 5 Day Guarantee. Only those days worked in yard service will be computed in determining the 5 Day Guarantee.
54. Q. Under Article VIII, when must an employee mark to the yardman's extra board in order to qualify (receive pay) for the 1/7th guarantee for the day marking to board?
- A. Prior to 12:00 (Noon).
55. Q. Will an employee that has been reduced from the yardman's extra board, either by regulation formula or by displacement receive the 1/7 guarantee for the day reduced or displaced?
- A. YES. Regardless of the time reduced or displaced.

FOR THE ORGANIZATION

FOR THE CARRIER:

  
 General Chairman, United  
 Transportation Union (CTY)

  
 Vice President-Transportation

Q&A



# United Transportation Union

General Committee of Adjustment  
Atchison, Topeka and Santa Fe Railway (Proper)  
Conductors - Trainmen - Yardmen



J. G. BAILEY, General Chairman  
R.W. HENDERSON, Vice-Chairman  
J.A. HUSTON, Secretary

8100 Marty - Suite 100  
Overland Park, KS 66204  
(913) 648-3660  
Fax (913) 648-7470

July 31, 1992

TO ALL LOCAL CHAIRMEN  
General Committee of Adjustment  
United Transportation Union  
The A. T. & S. F. Railway Company  
Eastern and Western Regions (Proper)

Dear Sirs and Brothers:

Enclosed find "Second Series Questions & Answers" (**SSQ & SSA**) these 40 Questions with Answers were compiled from the questions asked at July 16 & 17 meeting while in Lenexa, Ks.

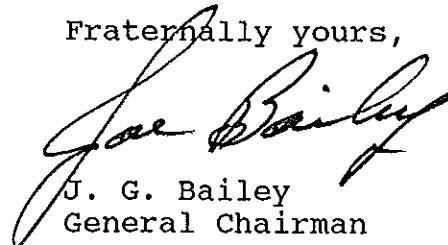
For the most part, the questions were in general (with the exception of SSQ 1, whereas this question would be of significant interest to our Fort Madison Brothers), and on an over-all basis the remaining 39 questions should prove beneficial and helpful to all of us.

Naturally after reviewing the tapes you will find that many questions were asked and answered that are not a part of this list. We hope that you have found the tapes to be of benefit and that the tapes have assisted you in answering the questions posed by the membership.

Please note, at the far right column, (Tape) and directly below a 4 digit number, this represents where you can locate this question on the tapes (provided your VCR counter is set at 0000 when you start). The numbers that are underlined indicate that this question and answer came from the second tape.

If you have any questions, please call. With best wishes, I remain

Fraternally yours,



J. G. Bailey  
General Chairman



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?
- 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 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? 4190
- 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 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? 6200
- 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 DUTY, HOW MANY SET-OUTS AND/OR PICK-UPS COULD A CONDUCTOR ONLY MAKE? 6480
- 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?
- 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?
- 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?
- SSA 32. No. Must be actually working to receive "special car scale additive."
- SSQ 33. WHAT DOES ARTICLE X, c. (5) MEAN?
- 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?
- 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.

MEMORANDUM OF AGREEMENT between the Atchison, Topeka and Santa Fe Railway Company and its conductors, brakemen and yardmen represented by General Committee of Adjustment GO-009 on July 14, 1992.

The Purpose of this agreement is to grant current employees (conductors, brakemen and yardmen), as well as those hired in the future, seniority over the entire territory that is under the jurisdiction of this General Committee of Adjustment on a prior rights basis.

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

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

2. The foregoing handling will be given for each seniority district , i.e. each roster will be revised and employees of each craft not appearing on said roster will be added below the current employees on a dovetail basis.
3. Employees hired on or after the date of this agreement, will be identified as non-prior rights employees and will establish a seniority date in the usual manner. This date will be the same for each seniority district; however, the district on which hired will be considered their home district. (If the new employee is hired at a central point, he will declare his home district within 90 days.)
4. Separate seniority rosters for each seniority district and craft of employee will continue to be maintained. The carrier will furnish each Local Chairman and the General Chairman the seniority roster for that seniority district every six months as is currently being done.
5. Employees promoted to conductors in the future will establish seniority in the same manner as in the past. The employees prior rights or home seniority district will be considered his conductors' prior rights or home seniority district for the purposes of the agreements.



6. Since conductor promotion classes are not held on the same date on each district in April and October, April 30 and October 31 will be used for the purposes of the conductors, rosters to ensure proper relative standing for employees who take promotion at different locations on different dates. This single date will not be applicable to conductors who were prevented from taking promotion in turn under the provisions of the agreement and they are entitled to hold the same relative position on the conductors roster(s) as they hold on the brakemen's roster(s).
7. Employees will only be permitted to transfer from one seniority district to another by way of bidding, or bumping. Requests (bids) for transfer from one seniority district to another will automatically become null and void at the expiration of six months. Such request may be withdrawn at any time prior to being notified that the request is honored. Once a request is honored, it may not be withdrawn and any additional requests on file will become null and void. The employee must report at the new location within 72 hours from release from current assignment.
8. Employees transferring from one seniority district to another must remain in the district to which transferred for a period of not less than thirty (30) days unless unable to hold any job in which event the employee may transfer (bump or bid) to another district.
9. In an effort to secure additional employees in active service on a seniority district, the Carrier may offer enticements to employees) in other districts in order to get them to transfer to the seniority district that is in need of active train service employees.
10. This Agreement will not expand reserve board opportunities beyond that currently in effect. Thus an employee who transfers off of his home seniority district may not do so in order to occupy a reserve board on the district to which he transfers.
11. A Stay At Home Agreement will be placed into effect concurrently with this agreement.

This Agreement shall become effective October 1, 1992.

Signed at Schaumburg, Ill. this 28th day of September, 1992.

FOR THE ORGANIZATION:

J. G. Bailey  
General Chairman  
UTU (CT&Y)

FOR THE CARRIER:

R. W. Hagberg  
Vice President-Transportation  
A. T. & S. F. Railway Co.

MEMORANDUM OF AGREEMENT between the Atchison, Topeka and Santa Fe Railway. Company and its conductors, brakemen and yardman represented by General Committee of Adjustment GO-009 on July 14, 1992.

The following are the "Stay At Home" provisions mandated by Section 11 of the so-called System Seniority Agreement and pertain only to the provisions of that Agreement.

1. An employee in any class of service or craft cannot be forced from one seniority district to another.
2. An employee in any class of service or craft may elect to occupy the reserve board in his prior rights district even if there is need for additional employees in other districts.
3. An employee in any class of service or craft may elect to go off-in-force reduction from his prior rights district, (provided, of course, that he cannot hold any job in his prior rights district) even if there is need for additional employees in other districts.

This Agreement shall become effective October 1, 1992.

Signed at Schaumburg, Ill. this 28th day of September, 1992.

FOR THE ORGANIZATION:

J. G. Bailey  
General Chairman  
UTU (CT&Y)

FOR THE CARRIER:

R. W. Hagberg  
Vice President-Transportation  
A. T. & S. F. Railway Co.

The Atchison, Topeka and Santa Fe Railway Company

1700 East Gulf Road  
Schaumburg, Illinois 60173-5S60

August 24, 1992

Mr. J. G. Bailey  
General Chairman  
United Transportation Union (CT&Y)  
8100 Marty, Suite 100  
Overland Park, KS 66204

Dear Mr. Bailey:

This is in reference to the dispute concerning the use of the so-called "Black Box" to send signals to an engine or engines performing switching of cars or engines or moving cars or engines at Topeka, Kansas.

In this regard, the parties agree that ground service related-to the use of so-called "Black Boxes" (electronic devices used to send signals to an engine or engines causing movement) is within the Scope of Duties of ground service employees under certain circumstances. Therefore, it is understood and agreed that at any point where these so-called "Black Boxes" are currently in use or at any point where the so-called "Black Box" is used in the future to switch cars or cause movement of cars, or to cause movement of engines outside of restricted areas, a conductor or foreman will be called to perform ground service and if more than two cars are handled at any one time, a brakeman or helper will also be called.

Very truly yours,

R. E. Hagberg  
Russell E. Hagberg  
Vice President - Transportation

I agree:

J. G. Bailey  
J. G. Bailey  
General Chairman  
United Transportation Union (CT&Y)

The Atchison, Topeka and Santa Fe Railway Company

1700 East Gulf Road  
Schaumburg, Illinois 60173-5S60

July 16, 1992

Mr. J. G. Bailey  
General Chairman  
United Transportation Union (CT&Y)  
8100 Marty, Suite 100  
Overland Park, KS 66204

Dear Sir:

This confirms our understanding in connection with the Memorandum of Agreement ("Agreement") between the parties dated 1992, concerning various agreement rules.

On the Middle 1 seniority district at Newton, extra boards for conductors and brakemen will continue to be handled under the terms of Article III of the agreement effective December 4, 1990. They will not, therefore, be handled under Article 1, paragraph 8, of the Agreement.

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

Very truly yours,

R. E. Hagberg  
Russell E. Hagberg  
Vice President - Transportation

J. G. Bailey  
General Chairman  
United Transportation Union (CT&Y)

The Atchison, Topeka and Santa Fe Railway Company

1700 East Gulf Road  
Schaumburg, Illinois 60173-5S60

July 9, 1992

Mr. J. G. Bailey  
General Chairman  
United Transportation Union (CT&Y)  
8100 Marty, Suite 100  
Overland Park, KS 66204

Dear Sir:

Following up on our telephone conversation yesterday, I write to confirm our understanding in connection with Article II of our Memorandum of Agreement initialed an July 6, 1992, that an employee could not occupy a reserve board position while suspended, dismissed, or medically disqualified from performing service in the CT&Y craft or class.

If I have mischaracterized our understanding in this regard, please let me know in writing by July 20, 1992.

Very truly yours,

John J. Fleps  
John J. Fleps  
Assistant Vice President  
Labor Relations

The Atchison, Topeka and Santa Fe Railway Company

1700 East Gulf Road  
Schaumburg, Illinois 60173-5S60

August 12, 1992

Mr. J. G. Bailey  
General Chairman  
United Transportation Union (CT&Y)  
8100 Marty, Suite 100  
Overland Park, KS 66204

Dear Sir:

This confirms our understanding in connection with the Memorandum of Agreement between the parties initialed July 6, 1992, concerning various agreement rules.

If the Agreement is ratified, the entitlement to a Supplemental Retirement Benefit ("SRB") then granted to each "covered" employee by Article IX, paragraph 3.c of the Agreement, becomes a completely vested entitlement which may not ever be reduced or otherwise threatened through future negotiations or any other action of the parties to the Agreement, whether acting together or alone.

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

Very truly yours,

John J. Fleps  
John J. Fleps  
Assistant Vice President  
Labor Relations

J. G. Bailey  
General Chairman  
United Transportation Union (CT&Y)

***United Transportation Union***  
*General Committee of Adjustment*  
**Atchison, Topeka and Santa Fe Railway (Proper)**  
*Conductors - Trainmen - Yardmen*

J. G. BAILEY, General Chairman  
R. W. HENDERSON, Vice-Chairman  
J. A. HUSTON, Secretary

8100 Marty - Suite 100  
Overland Park, KS 66204  
(913) 648-3660  
Fax (913) 648-7470

October 7, 1992

John Fleps  
Asst Vice President - Labor Relations  
The A.T. & S.F. Railroad Company  
1700 East Golf Road  
Schaumburg Illinois 60173-5860

Dear Sir:

This is in reference to the situations which recently arose in connection with the crew consist agreement.

Incident - A conductor-only train out of Clovis working toward Amarillo made three set-outs in route. When the conductor-only train arrived at Zita, (which would be the fourth set-out), the Carrier called a brakeman out of Amarillo to deadhead to Zita to assist the conductor in making the set-out.

It was agreed that this handling was a violation of the Agreement and that it would not be done in the future.

Incident - A brakeman was called for service with a chain gang conductor at the home terminal but was then held for a train which was to arrive later.

It was agreed that this handling was a violation of the Agreement and that it would not be done in the future. The brakeman would stay with the conductor that he was called with in accordance with Article 1(7).

If you concur, please sign in the space provided below.

Yours truly,

J. G. Bailey  
J. G. Bailey  
General Chairman

I CONCUR:

John J. Fleps  
John J. Fleps  
Assistant Vice President

***United Transportation Union***  
*General Committee of Adjustment*  
**Atchison, Topeka and Santa Fe Railway (Proper)**  
*Conductors - Trainmen - Yardmen*

J. G. BAILEY, General Chairman  
R.W. HENDERSON, Vice-Chairman  
J.A. HUSTON, Secretary

8100 Marty - Suite 100  
Overland Park, KS 66204  
(913) 648-3660  
Fax (913) 648-7470

October 7, 1992

John Fleps  
Asst Vice President - Labor Relations  
The A.T. & S.F. Railroad Company  
1700 East Golf Road  
Schaumburg Illinois 60173-5860

Dear Mr. Fleps:

This letter will serve to confirm our understanding of the mutual interpretation of Article VI of the Crew Consist Modification Agreement, effective December 4, 1990, as it applies to Reserve Board employees under the 1992 Crew Consist Agreement.

We are in agreement that an employee on a reserve board accumulates personal leave days. It is our understanding that reserve board employees are permitted to accumulate up to 60 personal leave days. However, prior to the 1992 Crew Consist Agreement the reserve board employee was required to actually return to active service before he/she could receive payment for the personal leave days claimed.

We have agreed that it would not be necessary for employees assigned to the reserve board to be required to actually return to active service in order to claim the payment for any portion of their unused personal leave days. Employees assigned to the reserve board may submit special claim and receive payment for any or all personal leave days in his/her account at anytime.

Our letter of December 3, 1990 remains in effect except as amended herein.

Yours truly,

J. G. Bailey  
J. G. Bailey  
General Chairman

I agree:

John J. Fleps