

CREW CONSIST AGREEMENTS  
BETWEEN  
THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY  
AND THE  
UNITED TRANSPORTATION UNION (CT&Y)

All provisions of the May, 1981 Crew Consist Agreement, the December, 1990 Crew Consist Agreement, and the October, 1992 Crew Consist Agreement, or in any other already executed Agreement between the Organization and the Carrier, is not amended by this document, all provisions and Agreements remain in full force and effect. This is merely a quick studyguide for the benefit of the Local Chairmen.

The basic Crew Consist Agreements effective **1981@**, **1990\*** and **1992\*\*** have been reproduced in this amalgamated form for your benefit as follow:

## SECTION "A"

### **ARTICLE I\*** **CREW CONSIST (1990)**

- a. The basic crew consist for all crews operated shall be one (1) Conductor/Foreman and one (1) Brakeman/Yard Helper, subject to the provisions of this Agreement.\*
- b. NOT APPLICABLE
- c. Except as otherwise provided for in this Agreement, the consist of all road freight and yard crews shall not be less than a conductor (foreman) and one brakeman (helper). \*
- d. The Carrier may add additional positions of brakemen/helpers to any assignments when the Carrier considers the additional positions necessary. If additional brakeman/helpers are used on a shift/tour of duty, any such second brakemen/helpers must then be used on that assignment/turn for four more consecutive work days.\*

### **ARTICLE I\*\* - (1992)** **Conductor-Only Conditions and Restrictions**

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: [October 1, 1992]

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.\*\* (SEE Questions & Answers 1992 CCA, as follows:)

(1. Q. What is the definition of "Switching"?

A. Switching would be any move performed other than a straight set-out or straight pickup; handling power at initial or final terminal; set-out bad orders.

(2. Q. Is re-blocking or re-arranging train considered as switching?

A. YES, except when it is necessary to reposition a car which requires particular placement because of Bureau of Explosives, ICC or other Government regulation.

**Example:** Conductor-Only originating at Sweetwater, Texas is required to re-block his train to comply with Central Region Bulletin, would this be considered switching?

The Agreed to answer is: YES

(3. Q. Do cars picked up have to be first-out in track?

A. YES.

(4. Q. Would a double-over be counted the same as a set-out or a pick-up?

A. YES.

(5. Q. Is it permissible for Conductor-only's to set-out or pick-up while holding on to cars?

A. YES.

(6. Q. Is it permissible for Conductor-only's to handle his own power to and from ready track, and be allowed to assemble, disassemble or rearrange only his own consist at the initial and/or final terminal?

A. YES.

(7. Q. Is any set-out or pick-up of locomotive consist (unit(s)) enroute counted as a set-out or pick-up under Article I Section 2?

A. YES.

(8. Q. Would engines to be picked up by Conductor-only's while enroute have to be first out in the track?

A. YES

9.

At the initial terminal and no yard engines on duty:

**Q.** How many pick-ups or set-outs can Conductor-only's perform?

**A.** Maximum total of 3. However, any additional pickups or set-outs during the remaining tour of duty would not be permissible, as in this question all 3 were made at the initial terminal.

**Q.** If 1 pick-up was made at initial terminal, how many more pick-ups would be permissible?

**A.** 2 additional pick-ups would be permissible. Or the combination of 1 pick-up or 1 set-out, if no more pick-ups were required, 2 set-outs would be permissible. Under no conditions could the combination ever exceed a total of 3 without triggering payment provided for, per Article I, Section 6.

(10.

At the final terminal and no yard engines on duty:

**Q.** How many set-outs or pick-ups would be permissible?

**A.** Total of 3 per tour of duty. If no set-outs or pick-ups had been performed then 3 would be the maximum total that would be permissible. If 2 had previously been performed during the tour of duty then the answer to this Question would be 1. Under no conditions could the combination ever exceed a total of 3 without triggering payment provided for, per Article I, Section 6.

(11.

At the initial terminal and switch engine on duty:

**Q.** What would be the maximum number of set-outs or pick-ups permissible?

**A.** One.

(12.

At the final terminal and switch engine on duty:

**Q.** What would be the maximum number of set-outs or pick-ups permissible?

**A.** Maximum could never be more than 1. If Conductor-only's had made no set-outs or pick-ups previously during the tour of duty or if Conductor-only had made only 2 pick-ups or set-outs prior to arriving final terminal, then the maximum of 1 set-out or 1 pick-up would be permissible at the final terminal.

If the Conductor-only had-made no previous pickups or set-outs prior to arriving at the final terminal, the answer would still be "maximum of 1."

(13.

**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 setout. Failure to utilize the minimum number of tracks will trigger the payment provided in Article I, Section 6.

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

**(15. Q.** Can a doubleover be made at the initial terminal from more than one track?

**A.** Yes, but the minimum number of tracks must be utilized and all tracks doubled to must be in the same yard within the initial terminal. It will count as one pick-up. Failure to utilize the minimum number of tracks will trigger the payment provided in Article I, Section 6.

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

Conductor-only westbound and arrives Argentine (yard engines on duty) the final terminal, makes a set out to track 6014 (WBD-14) then yards train to track 203 (NT-3), in yarding of train in to track 203 there remains a surplus of 5 cars and instructions are received to set the 5 cars to track 205 (NT-5). This would be prohibited as the allowable set out would have been accomplished when required to set out to track 6014. The doubleover to track 205 would trigger the payment provided in Article I, Section 6.

**(16. Q.** In a track to be picked up, there is a car that has been diverted or has not been updated at time of pick up and the conductor-only crew is required to switch it out. Is this switching?

**A.** Yes. This would trigger payment provided in Article I, Section 6.

**(17. Q.** How many set-outs would it be if a conductor-only set out in track 1 of yard A and track 2 of yard A at an intermediate point?

**A.** Two, unless the minimum number of tracks was utilized. Then it would be one. The same would also hold true for pick-ups.

**(18. Q.** Is it considered switching if a conductor-only train sets out cars in track 1, then sets cars back to the train, then sets out more cars in the yard?

**A.** No, it is three straight set-outs.

**(19. Q.** When will the penalty in Article I, Section 6 be applicable?

**A-1.** If a conductor is required en route to perform switching or makes more than three straight set-outs or three straight pick-ups or any combination of straight set-outs and straight pick-ups in excess of three, the conductor will be entitled to the one-way trip mileage a brakeman would have earned had he/she been a member of the crew, in addition to all other earnings.

**A-2.** If a conductor is required at the initial or final terminal to perform switching or make more than one straight set-out or pick-up while a yard engine is on duty, the conductor will be entitled to the one-way trip mileage a brakeman would have earned had he/she been a member of the crew, in addition to all other earnings.

**A-3.** If a conductor is required at the initial or final terminal to perform switching or makes a set-out(s) and/or pick-up(s) which exceeds a combination of three for the entire tour of duty when a yard engine is not on duty, the conductor will be entitled to the one-way trip mileage a brakeman would have earned had he/she been a member of the crew, in addition to all other earnings.

**(20. Q.** If a conductor-only has a load of ballast to dump, can the conductor-only crew perform the service?

**A.** No. It was not intended that a conductor-only would perform work train service.\*\* (END OF SWITCHING Q. & A.)

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.\*\* (SEE QUESTIONS & ANSWERS)

**(24. Q.** Can a conductor-only exchange trains with another conductor-only enroute?

**A.** Yes, however the limitation of three set-outs or pickups or any combination of three is applicable to the trains as well as the conductor.

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

However, if both Conductors Jones and Smith had only made two pick-ups on their original trains, then both could make one more pick-up or set-out on the trains they were traded to. \*\* (END OF Q. & A.)

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.\*\* (SEE QUESTIONS & ANSWERS – Also, See **SECTION C** (paragraph b.), page 9)

**(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?



Year 3?

13 conductor pool turns x 15% = 1.95 brakemen which is rounded down to 1 brakeman.\*\* (NO LONGER APPLICABLE)

Year 4?

calculations are the same for Year 4 as they were for Year 3.\*\* (NO LONGER APPLICABLE)

Year 5 and thereafter?

13 conductor pool turns x 0% = 0 brakemen.\*\* (NO LONGER APPLICABLE)

**(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.\*\* (NO LONGER APPLICABLE)

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.\*\* (NO LONGER APPLICABLE)

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.\*\* (NO LONGER APPLICABLE)

Year 5 and thereafter? [AND IS APPLICABLE]

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).\*\* (END OF Q. & A.)

(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) NO LONGER APPLICABLE

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.\*\*

## SECTION "B"

**ARTICLE II - SEPARATION ALLOWANCE\*** -- 1990 Provisions No Longer Applicable - See Article 20 - **1981 @** Agreement, as follows:

### ARTICLE 20

To expedite attrition an individual protected employee may request or may be offered in seniority order by the Carrier the opportunity for voluntary early separation and accept a lump sum separation allowance and other considerations in lieu of all other benefits and protection provided in this agreement. Such employee will be given an opportunity to elect hospital-surgical coverage for himself and his dependents in lieu of a portion or all of the severance allowance agreed upon, if he so desires.

Such request or offer for early voluntary separation shall be in writing and subject to the approval and option of both the individual employee and Carrier's Vice President-Personnel and Labor Relations. @

## SECTION "C"

### **ARTICLE III \* - GUARANTEED EXTRA BOARDS**

b. Each extra board conductor who is available for service an entire half month will be guaranteed a monetary equivalent of 19 days' pay at the conductors' minimum basic through freight rate (\$114.1772 per day), subject to all general wage increases and COLA adjustments. **(General info = Brakeman board provisions only applicable at Newton)**. In the event all earnings (exclusive of penalty time claims and Productivity Fund shares) do not equal or exceed this amount, necessary adjustment will be made. The Guarantee will be reduced by 1/15 for each calendar day or portion thereof the employee is unavailable for service. (Current rates = 19 days X \$135.74, and 1/15 = \$171.94 )

c. The yardmen's guaranteed extra board will be regulated as provided for in the Yard Schedule, except as amended below. (1-2-3 FROM 90 AGREEMENT\*, 4-5-6-7 FROM ARTICLE VIII OF THE 92 AGREEMENT\*\*)

1. The four day guarantee per week is increased to five days per week.\*
2. The regulation formula in Article 11 (b) (2) is amended to include reserve board employee(s) in addition to those involuntarily off-in-force reduction.\*
3. A yardmen's extra board cannot be reduced to zero (0) if any yardman is involuntarily off-in-force reduction or on the reserve board and there is at least one yard engine assignment in that yard.\*
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.\*\* (SEE QUESTIONS & ANSWER)

**(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). \*\*

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.\*\* (SEE QUESTION & ANSWER)

**(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.\*\*

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.\*\*

d. Employees added to or removed from road boards on other than the 1st and 16th by the Carrier will be paid a guarantee equivalent to 1/15 of the half month guarantee for each calendar day they are available on the board. Employees added to or reduced from the extra board will be paid a guarantee for the day provided the employee meets the eligibility requirements of this article and all earnings made on the day added or reduced will be included in the computation of the guarantee.\* (SEE QUESTIONS & ANSWERS FROM 1992 AGREEMENT)

- (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.\*\*

### **SIDE LETTER NO. 17**

“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.” \*\*

- e. Extra board employees shall be used on a first-in, first-out basis.\*
- f. Layoffs for jury duty or bereavement leave will not be counted as a "lay-off" toward forfeiture of guarantee in that pay period. However, if the employee lays off in advance of that necessary and/or does not report for service after complete or temporary release from jury duty, such time will be counted as a "lay-off" toward forfeiture of guarantee. Layoffs by officers or committeemen for union business for a duration of less than 48 hours will not be counted as a "lay-off" toward forfeiture of guarantee in that pay period. A conductor or brakeman who lays off more than twice in a pay period forfeits the guarantee and shall only receive pay for work performed in that pay period.\*
- g. Conductors' and brakemen's extra boards will be adjusted as follows:  
1., 2. & 3., NO LONGER APPLICABLE
- h. In the event of a temporary brakeman or yard helper vacancy and the brakemen's and yardmen's extra boards are exhausted, the vacancy will be filled as follows:  
1. Reserve board employee with request on file for such service.\*  
(SEE QUESTIONS & ANSWERS 92 CCA)

- (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.\*\*

- (46. Q.** Are reserve board employees who perform emergency service paid for such service in addition to their reserve board payments?  
**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.\*\* (END OF Q. & A.)

2. OIFR employee in accordance with the current Schedule Rule.
3. Will be filled in accordance with rules and practices in effect prior to this agreement.

## SECTION “D”

### 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).\*\* SEE QUESTIONS & ANSWERS –

**(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.\*\*

(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.\*\*

## SECTION “E”

### 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.\*\* (SEE QUESTIONS & ANSWERS \*\*)

**(47. Q.** Who is eligible to bid in a reserve board position?

**A.** An employee holding a seniority date prior to September 1, 1992.\*\*

**(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.\*\*

b. Absent sufficient voluntary requests for the reserve board from senior employees, the most junior excess brakemen/yardmen will be assigned.\*\* (SEE QUESTIONS & ANSWERS)

**(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.\*\*

**(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.\*\*

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.\*\*  
(\*\*SEE QUESTIONS & ANSWERS)
- (36. Q.** How could a reserve board employee be returned to active service?  
**A.** By recall, by request or by bidding. \*\*

**Side Letter No. 3 of the 1990 Crew Consist Agreement:**

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

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. \*\* (SEE QUESTIONS & ANSWERS\*\*)

- (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. \*\*
- (39. Q.** Does the recalled employee have full displacement rights?  
**A.** Yes. \*\*
- (50. Q.** If employee requests to occupy reserve board, when will recalled employee be notified?  
**A.** Letter to be sent immediately. \*\* (END OF Q. & A.)

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. \*\*  
(SEE QUESTIONS & ANSWERS \*\*)

**(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. \*\* (END OF Q. & A.)

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. \*\* (SEE QUESTIONS & ANSWERS)

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

**A.** Yes. \*\*

**(42. Q.** How will employees be notified of these tests, examinations, etc.?

**A.** They will be notified by certified mail. \*\* (END OF Q. & A.)

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.\*\* (SEE QUESTIONS & ANSWERS)

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

**A.** Yes. \*\*

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.\*\* (SEE QUESTIONS & ANSWERS\*\*)

**(33. Q.** Is it possible for an employee to be off-in-force reduction after this Agreement takes effect? [This applies to protected employees only]

**A.** No. \*\*

**(49. Q.** What is the definition of a "protected employee?"

**A.** Employees that have established seniority date prior to September 1, 1992. \*\*

**(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. \*\* (END OF Q. & A.)

l. 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. \*\* (SEE QUESTIONS & ANSWERS \*\*)

**(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. \*\*

## SECTION "F"

### ARTICLE VI\* PERSONAL LEAVE DAYS

1. All conductors, brakemen and yardmen on any assignment including extra boards and unassigned service will be entitled to personal leave days under Article 22 as amended herein.\*
2. Increase the maximum number of personal leave days to eleven (11) days.\*

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

[schedule copied from 81 Agreement / 10 days increased to 11 days]

3. The maximum number of combined holiday and personal leave days is increased to eleven (11) days.\*
4. Personal leave days may be observed per Article 22(c) or the employee may receive payment for such days without laying off.\*
5. Ungranted or unused personal leave days may be accumulated and carried over up to a maximum of sixty (60) days.\*
6. An employee may elect to receive payment for part or all carry-over days in his account at any time. Ungranted or unused personal leave days will be paid at the rate of pay in effect for the craft the employee is working in on the date the personal leave day(s) is (are) taken.\*
7. The employee may elect to claim holiday pay or may accumulate a personal leave day in lieu of the holiday.\* (Article 22 of the 81 Agreements provides for the following:

#### [ARTICLE 22(b)]

(b) The number of personal leave days each road freight service employee is entitled to shall be reduced by the number of paid holidays (or pay in lieu thereof)

received in covered road service or in the exercise of dual road and yard seniority rights.]

8. If an employee resigns, retires, dies, or is dismissed from service, the number of personal leave days in his account as of December 31 of the prior year will be payable to the employee or his estate.\*

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

## SECTION "G"

### 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.\*\* (SEE QUESTIONS & ANSWERS)

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

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

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

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

Original Schedule

Float

5/1 through 5/7 -----2/2 through 2/8  
5/8 through 5/14 ----- 4/1 through 4/7  
12/11 through 12/17 ----- 5/1 through 5/7  
12/18 through 12/24 ----- 8/1 through 8/8  
12/25 through 12/31 ----- 11/1 through 11/7\*\*

## SECTION "H"

### 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.

(SEE QUESTIONS & ANSWERS \*\*)

**(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.\*\*

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

## **SECTION "I"**

### **ARTICLE VII - \*\* (1992)**

#### **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.\*\*

## **SECTION "J"**

### **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 ½ percent, plus ½ 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.

## **SECTION “K”**

### **ARTICLE VIII\* ADJUSTING CHAIN GANG**

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

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

## **SECTION “L”**

### **ARTICLE X\* DEADHEADING**

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

1. On runs of 200 miles or more, terminal to terminal, chain gang crews shall not be deadheaded more than one (1) time per calendar month.\*
2. On runs less than 200 miles, terminal to terminal, chain gang crews shall not be deadheaded more than four (4) times per calendar month.\*
3. If a crew is deadheaded in excess of that specified above, the crew shall be paid actual miles.\*
4. If a crew stands to deadhead but has already deadheaded in that calendar month, the crew can be runaround without penalty to the Carrier. A crew who is runaround shall be entitled to regain their turn.\*
5. The above provisions will supersede all other rules, agreements and/or understandings which are in conflict herewith.\*



**FEW PROVISIONS PROVIDED FOR IN THE 1981 CREW CONSIST AGREEMENT [APPENDIX NO. 36 - YARD SCHEDULE & APPENDIX NO. 75 – ROAD SCHEDULE] HAVE SURVIVED AS A RESULT OF THE 90 & 92 AGREEMENTS, BUT THE FOLLOWING IS STILL EFFECTIVE:**

Question and Answer No. 2

Q. Does this agreement change in any manner agreement rules and practices pertaining to the filling of conductor/foreman vacancies?

A. No.

Question and Answer No. 3

Q. Does brakeman/helper indicate a combined extra board of brakemen and yardmen?

A. No.

ARTICLE 4

No Carrier supervisor, official, or non-craft employees (including yardmasters) shall be used to supplant or substitute in the exclusive work of any train or yard crew working under UTU Agreements.

---

ARTICLE 8

The Carrier shall maintain a sufficient number of employees to permit reasonable lay-off privileges and to protect must-fill vacancies, vacations, personal leave days and other extended vacancies.

There will be no change in the existing practices or agreements in the regulation of the number of turns (crews) in chain gang freight pools. Where extra boards are not guaranteed the local chairmen and local officers will agree on the number of employees to be assigned to the respective extra boards under current regulation rules.

---

ARTICLE 16

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

Question and Answer No. 1

Q. Does any part of Article 16 supersede or amend the provisions of the Radio Rules contained in Rules - Operating Department?

A. No

Question and Answer No. 2

Q. How will the portable radios be "furnished" to members of reduced crews?

A. They will be made available at the on-duty point for crew members to pick up who will turn them in at the off-duty point.

ARTICLE 16(b)

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

Question and Answer No. 1

Q. Is it understood the Carrier cannot furnish extra channels if they are not available to the Carrier?

A. Yes.

ARTICLE 16(c)

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

ARTICLE 16(d)

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

Question and Answer No. 1

Q. What is meant by the wording, "head end of train"?

A. The control unit of the locomotive.

Question and Answer No. 2

Q. What is an "operable portable radio"?

A. One which will transmit and receive.

ARTICLE 17(a)

(a) The Carrier is not restricted by this agreement from establishing or continuing assignments which have been single-position assignments such as but not limited to pilots, skatemen and car retarder operators.

ARTICLE 20

To expedite attrition an individual protected employee may request or may be offered in seniority order by the Carrier the opportunity for voluntary early separation and accept a lump sum separation allowance and other considerations in lieu of all other benefits and protection provided in this agreement. Such employee will be given an opportunity to elect hospital-surgical coverage for himself and his dependents in lieu of a portion or all of the severance allowance agreed upon, if he so desires.

Such request or offer for early voluntary separation shall be in writing and subject to the approval and option of both the individual employee and Carrier's Vice President-Personnel and Labor Relations.

Question and Answer No. 1

Q. Is the Carrier precluded from entertaining any protected employees' request for separation because there are senior protected employees who have not separated?

A. No.

ARTICLE 22

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

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

Question and Answer No. 1

Q. An employee who will have five years of service on August 1, 1981, takes two personal leave days prior to that date. Is he entitled to an additional two personal leave days after August 1, 1981?

A. Yes.

Question and Answer No. 2

Q. In determining length of service, does clerical, mechanical, etc. service count?

A. No, only continuous service as brakeman-conductor and/or yard helper-engine foreman.

Question and Answer No. 3

Q. May the Carrier unilaterally refuse to grant personal leave days to those brakeman/conductors who are working as such, because of being off-in-force reduction as firemen?

A. The Carrier will attempt to consummate an agreement with the UTU/E and BLE whereby these specific brakemen/conductors will be subject to the same terms and conditions outlined in Article 22 of the Crew Consist Agreement as any other brakeman/conductor who does not have fireman-engineer seniority, including reduction of the number of personal leave days by the number of paid holidays (or pay in lieu thereof) regardless of the class or grade of service in which engaged at the time granted a paid holiday or pay in lieu thereof. If either or both Organization, UTU/E and the BLE, refuse to consummate said agreement on a system basis, the Carrier will have the unilateral right to administer the granting of personal leave days to these specific employees.

ARTICLE 22(b)

(b) The number of personal leave days each road freight service employee is entitled to shall be reduced by the number of paid holidays (or pay in lieu thereof) received in covered road service or in the exercise of dual road and yard seniority rights.

Question and Answer No. 6

Q. How will the maximum of ten (10) personal leave/paid holidays be computed for employees who hold seniority as engineer/fireman and exercise their seniority as conductors/brakeman while furloughed as firemen?

A. The number of personal leave days will be reduced by the number of paid holidays (or pay in lieu thereof) regardless of the class or grade of service in which engaged at the time granted a paid holiday (or pay in lieu thereof).

ARTICLE 22 (d)

(c) . . . **Personal leave days paid for will be counted as qualifying days for vacation purposes.**

Question and Answer No. 3

Q. Is it permissible for an employee to couple his personal leave days with his scheduled vacation?

A. Yes, with prior approval of Carrier officer.

## SIDE LETTER NO. 2

This will confirm understanding reached in conference with respect to interpretation of the word "emergency" as used in Sections (c) and (d) of Article 16 of the Crew Consist Agreement signed **May 19, 1981**.

We adopt, as a general proposition, the definition of "emergency" as set forth in Webster's New World Dictionary, Second College Edition, copyright 1974, to-wit:

"EMERGENCY ..... a sudden, generally unexpected occurrence or set of circumstances demanding immediate action."

Without attempting to set forth all of the many circumstances and events that would and/or would not constitute emergencies under that or any other general definition, the following are some practical examples of each:

### A. EMERGENCIES

1. A derailment or other accident necessitating immediate action to protect persons and/or property.
2. Immediate action to avert accidents and obviate personal injuries and/or property damage.
3. Fire, storm, flood and other circumstances beyond the control of the Carrier that necessitates immediate action to protect persons and/or property.
4. In road service, when a radio becomes inoperable after a train departs the initial terminal, as defined in Article 11 of the Crew Consist Agreement.
5. When a radio becomes inoperable on a yard assignment but only for the length of time it takes to get an operable radio to the crew.

### B. NOT EMERGENCIES

1. No operable radio available.
  2. The need to perform work immediately, minus a condition such as those mentioned in A, above.
  3. To clear a track for an inbound train, a transfer cut or other cut of cars.
  4. To commence weighing cars.
  5. To start humping a train or cut of cars.
-

SIDE LETTER NO. 4  
(from **1981** Agreement)

This will confirm our several discussions and our agreement that the Crew Consist Agreement signed May 19, 1981, will not have any bearing whatsoever on the administration of discipline procedures, or the amount of discipline assessed, in an effort to reduce the lists of "protected employees".

If at any time you feel that this Commitment is not being honored, a prompt conference will be afforded to review the matter and whatever steps are warranted will be taken to alleviate the complaint.

---

SIDE LETTER NO. 2  
(from **1990** Agreement)

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

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

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

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

---

**SIDE LETTER NO. 1**  
(from 1992 Agreement)

“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 conductor’s 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.”**

---

## **SIDE LETTER NO. 2**

“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.”

---

## **SIDE LETTER NO. 3**

“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.”

---



#### **SIDE LETTER NO. 4**

“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.”

---

#### **SIDE LETTER NO. 5**

“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.”

---

## **SIDE LETTER NO. 6**

“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.”

---

## **SIDE LETTER NO. 7**

“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.”

---

### **SIDE LETTER NO. 9**

“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.”

---

### **SIDE LETTER NO. 11**

“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.”

---

#### **SIDE LETTER NO. 14**

“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.”

---

#### **SIDE LETTER NO. 15**

“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.”

---

#### **SIDE LETTER NO. 16**

“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. “

---

### **SIDE LETTER NO. 17**

“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.”

---

**The following are Side Letter Agreements that are part of the Memorandum of Agreement for the Brakeman/Helper Training Program and Conductor/Foreman Promotion Program (New Hire Training Agreement):**

### **SIDE LETTER NO. 3**

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

---

### **SIDE LETTER NO. 5**

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

---

### **SIDE LETTER NO. 6**

#### **ARTICLE XII - Jury Duty**

“(a) When a trainman is summoned for jury duty and is required to lose time from his assignment as a result thereof he will be paid for actual time lost with a minimum of a basic day's pay at the straight time rate of his position for each calendar day lost less the amount allowed him for jury service for each such day, excepting allowances paid by the court for meals, lodging or transportation subject to the following qualification requirements and limitations:

- (1) A trainman must furnish the carrier with a statement from the court of jury allowances paid and the days on which jury duty was performed.
  - (2) The number of days for which jury duty pay will be paid is limited to a maximum of 60 days in any calendar year.
  - (3) No jury duty pay will be allowed for any day on which the trainman is entitled to vacation or holiday pay.”
- 

#### **SIDE LETTER NO. 7**

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

---

#### **SIDE LETTER NO. 8**

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

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

“Memorandum of Agreement between the Atchison, Topeka and Santa Fe Railway Company (AT&SF) and the United Transportation Union (CT&Y).

1. In connection with the Brakeman and Switchman Training and Conductor and Engine Foreman Promotion Agreement dated October 18, 1994, Santa Fe may use employees represented by the United Transportation Union (CT&Y) General Committee as instructors to augment the classroom training described in the Agreement including Side Letters No. 1 and 2 done by exempt employees.
2. The carrier will determine if employees represented by the UTU are necessary to augment this training. If the carrier elects to use employees represented by UTU to augment this training, all determinations related to this use will be made by the carrier.
3. When the carrier elects to use union represented employees as instructors, the instructor positions will be advertised and union represented employees used as instructors will be selected by management from applications received.
4. Santa Fe will notify the General Chairman of the name and home terminal of each employee selected as an instructor.
5. Employees selected as instructors will only be used as instructors on their respective grand divisions.
6. When used as an instructor, an employee will be paid the greater of the combination guaranteed extra board rate or a \$5,000 per month rate for each day he is off from his regular assignment serving as an instructor, plus appropriate expenses.
7. This agreement is entered into on a without prejudice basis, and it does not establish any right whatsoever for employees represented by the UTU to any instructor position.

This Agreement will become effective November 9, 1994, and will remain in effect subject to 30 days' notice of cancellation by either party.”

---