

5-15-81
AGREEMENT

CREW CONSIST AGREEMENT

between the

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY

and the

UNITED TRANSPORTATION UNION

In full and final settlement of the Carrier's Section 6 Notice dated June 13, 1977, as it pertains to the consist of crews in road and yard service:

IT IS AGREED:

The consist of all road freight and yard crews, except as otherwise provided in this agreement, shall be not less than a conductor (foreman) and two brakemen (helpers). Such crews will hereinafter be referred to as standard crews.

ARTICLE 1

The reduction of road freight service brakeman or yard brakeman (helper) positions from any crew shall be made solely on a pure attrition basis, i.e., no road freight brakeman or yard helper position available to a protected employe under schedule rules will be blanked, nor will a protected employe be furloughed or remain on furlough as long as a reduced crew is operating on his seniority district, except under certain conditions hereinafter provided. A protected employe may elect and be allowed to go on furlough and remain furloughed until needed on a must-fill position rather than exercise seniority on a blanked position.

ARTICLE 2

(a) All employees holding a seniority date on road brakemen and/or yard switchmen seniority rosters on the effective date of this Agreement shall be known and designated as "protected employees." Any such employee in a dismissed or suspended status as of the effective date of this Agreement, or thereafter, who is subsequently reinstated with seniority rights unimpaired shall also be a protected employee.

(b) A protected employee shall retain the right to exercise seniority to must-fill, blanked or blankable second brakeman or second yard helper positions (except those specified in Article 15 below and assignments which could be manned by one conductor (foreman) and one brakeman (helper) prior to the effective date of this Agreement), subject to certain conditions provided for in this Agreement. The protection against furlough for employees protected under pre-existing crew consist agreements is preserved.

(c) Brakemen and/or switchmen establishing seniority after the effective date of this Agreement shall be known and designated as "non-protected employees" and shall not have the right to exercise seniority to or otherwise be used on blanked or blankable second brakeman or second yard helper positions.

ARTICLE 3

(a) The term "must-fill" positions are positions covered by agreements between Carrier and UTU, except second brakeman (yard helper) positions in road and yard service which may be blanked pursuant to this Agreement.

(b) The term "blanked" position refers to a second brakeman or helper position on a crew which is not filled and works as a "reduced crew."

(c) The term "blankable" position refers to a second brakeman or helper position on a standard crew which is filled by a protected employee and which, under certain specified conditions, can be operated as a "reduced crew" in the absence of a second brakeman/helper.

(d) A "reduced crew" is a crew that operates with a conductor (foreman) and one brakeman (helper).

ARTICLE 4 6000

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

ARTICLE 5

No protected employee will be moved from a standard crew of a conductor/foreman and two brakemen/helpers to a reduced crew of a conductor/foreman and one brakeman/helper in order to make such crew a standard crew of a conductor/foreman and two brakemen/helpers, except as provided in Article 13 hereof.

ARTICLE 6

Permanent must-fill vacancies (other than those referred to in paragraphs (a), (b) and (c) below), which are not filled voluntarily in the usual manner, will be filled by assigning the most junior brakemen/helpers on the extra board. If non-protected employees are assigned (either by choice or if forced), an equal number of protected employees electing to remain on or go on the extra board will, in reverse order of seniority, lose their status in filling blankable positions so long as non-protected employees are holding must-fill positions. However, a protected employee on the extra board so affected will be permitted to exercise his seniority on any must-fill position held by a non-protected employee.

at any time by giving the appropriate Carrier officer a twenty-four (24) hour notice.

(a) Permanent must-fill vacancies and/or additional turns in pool freight service not voluntarily filled in the usual manner will be filled by assigning the most junior protected brakemen among those on the extra board and those holding blankable positions in that pool.

(b) Permanent must-fill vacancies in yard service not voluntarily filled in the usual manner will be filled by assigning the most junior protected helpers among those on the extra board and those holding blankable positions on the same shift (starting time bracket) in the same yard (switching limits).

(c) Permanent must-fill vacancies at outlying points not filled voluntarily in the usual manner will be filled by assigning the most junior protected brakemen/helpers among those on the extra board(s) and those holding blankable positions in the same class of service on jobs with the same on-and-off duty points; same working limits; same rates of pay; and the same or nearest the same starting time (not to exceed one hour earlier or later).

Protected brakemen/helpers being moved from a blankable position to a must-fill position, as outlined in paragraphs (a), (b) and (c) above will be made whole for any loss of time that might be incurred while making the forced move.

ARTICLE 7

Protected brakemen and switchmen on the extra board shall be used on blankable second brakemen/yard helper vacancies and on must-fill vacancies to the extent specified below. However, as provided in Article 6 of this Agreement, protected extra board employees will not be used on

blankable second brakeman/yard helper vacancies as long as they remain on the extra board and must-fill positions are assigned to non-protected employees.

Non-protected brakemen/yardmen on the extra board shall be used only on must-fill vacancies and shall have no claim if run around by a protected brakeman/yardman used on a blankable vacancy.

(a) Yardmen's Extra Board. All extra board yardmen will continue to be confined to five straight-time, eight-hour shifts in their work week under the Five-Day Work Week Agreement currently in effect. Road service work not to be considered.

After all available extra board yardmen have worked their allotted number of shifts, or the extra board is exhausted, any must-fill vacancy will be filled in seniority order by a protected helper who has in a written request and who is assigned to work that day on a blankable position in the same starting time bracket in which the vacancy exists. The senior protected yardman contacted will fill the vacancy and will receive no less compensation than would have been earned on his own assignment. In the absence of an available protected helper with a written request, the junior protected helper working a blankable position in the same starting time bracket will fill the vacancy and will receive no less compensation than would have been earned on his own assignment.

In the event there are no available protected yard helpers holding blankable positions in the same starting time bracket in which the vacancies exist, said vacancies will be filled in accordance with the rules or practices in effect prior to this Agreement.

(b) Brakemen's Extra Board.

(1) When extra board brakemen have earned 1,000 miles in a

work week (a period of seven consecutive days starting with Friday), they will not be used for the remainder of the workweek on other than must-fill vacancies..

(2) When the extra board is exhausted, must-fill vacancies on assignments protected by that extra board will be filled by the junior available protected brakemen holding blankable positions at that point. The protected brakemen being forced from their regular blankable positions will be paid not less than they would have earned on their regular assignments.

(3) The rotation of pool turns will be maintained and the turns will be run first in first out.

(4) When the extra board is exhausted and a must-fill vacancy cannot be filled in accordance with Item (2) above, a must-fill vacancy in pool freight service will be filled by stepping up the first out available brakeman in that pool. In other service, the senior brakeman at that point will be used on the must-fill vacancy.

(5) When a brakeman is used from a must-fill position to another must-fill position under Item (4) above, he will be paid the earnings of his regular assignment in addition to what he earns on the temporary vacancy.

ARTICLE 8

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Lay off

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 9

YARD

In the event a standard yard crew member fails to report for duty at the assigned reporting time, the remaining crew members may be required to work on a reduced crew basis not to exceed one hour if there is an available protected helper on the extra board who will be called to fill the vacancy. If there is no available protected helper on the extra board, the position will be blanked and the remaining crew members will finish that tour of duty. They shall be paid the Special Allowance and payment will be made to the Productivity Fund as provided for in Articles 18 and 19 of this Agreement.

ARTICLE 10

In the event that any member of a standard yard crew discontinues duty before completion of the crew's tour of duty, he shall be paid for the actual time on duty. If a replacement is called, the remaining two crew members may be required to work not to exceed one hour. The Carrier may elect to tie the crew up rather than call a replacement, or in the event no protected helper is available from the extra board, the remaining two crew members may be required to work on a reduced crew basis and receive the Special Allowance and payment shall be made to the Productivity Fund as hereinafter provided in Articles 18 and 19.

ARTICLE 11

In the event a standard road crew member (brakeman) fails to report before departure of his train from the home terminal (i.e., before the train starts to move from the track on which it was made up), the crew may be used on a reduced crew basis to and from the away-from-home

terminal provided the trains they operate do not exceed 121 cars, or 6,840 feet, exclusive of engine(s) but including caboose(s). The two crew members so used will be paid the Special Allowance and payments will be made to the Productivity Fund as provided in Articles 18 and 19 of this Agreement.

If a brakeman of a standard crew is given less than the required advance call, the train will be held until the brakeman reports but not to exceed the amount of time the call was short.

ARTICLE 12

If a brakeman on a standard train crew on a straight-away road assignment at the away-from-home terminal is unavailable for reasons of his own, including marking off, the remaining two crew members may be required to work back to their home terminal, providing the train does not contain more than 121 cars, or 6,840 feet exclusive of engine(s), but including caboose(s), and will receive the Special Allowance and payment will be made to the Productivity Fund as provided in Articles 18 and 19 of this Agreement.

In the event that the train does contain more than 121 cars, or 6,840 feet exclusive of engine(s), but including caboose(s), so as to require a standard crew, and unless otherwise agreed to by the Local or General Chairman, the second brakeman position will be filled in accordance with the applicable provisions of Article 13 below.

ARTICLE 13

At the away-from-home terminal, when (1) a vacancy exists on a reduced crew or (2) the train on which the crew is to be used requires a standard crew, or (3) in order to restore a reduced crew to a standard crew handling a train in excess of 121 cars, or 6,840 feet as provided

in Articles 11 and 12, the vacancy will be filled in the following sequence:

(a) By stepping up the first rested and available brakeman from a blankable position in the same pool.

(b) By stepping up the first rested and available brakeman from a must-fill position in the same pool.

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

In the application of paragraphs (a) and (b), it is understood that subsequent brakemen will not be stepped up to fill a vacancy on a crew from which a brakeman had been stepped up, in order to make that crew a standard crew. The brakeman who is stepped up to restore a crew to a standard crew as provided for in the first paragraph of this Article 13 will be allowed the Special Allowance as provided in Article 18 of this Agreement separate and apart from the make-whole provisions set forth next below.

Brakemen used off their regular assignment under (a) or (b) above will be returned to their regular assignment at the home terminal and will receive no less compensation than they would have earned had they remained on their regular assignment.

ARTICLE 14

The following car limits and train length limitations shall be made effective in road freight service:

Trains of one to 71 cars but not to exceed 4,015 feet in length, exclusive of engine(s) but including caboose(s), may be operated with a reduced crew of one (1) conductor and (1) brakeman, subject to other provisions of this agreement.

Trains of 72 cars to 121 cars but not to exceed 6,840 feet in length, exclusive of engine(s) but including

caboose(s), may be operated with a reduced crew of one (1) conductor and one (1) brakeman by agreement between the appropriate UTU Local Chairman or Local Chairmen and local carrier officers with the approval of the appropriate General Chairman or General Chairmen and Carrier's Vice President-Personnel and Labor Relations.

Trains consisting of more than 121 cars or exceeding 6,840 feet in length, exclusive of engine(s) but including caboose(s), will be operated only with a standard crew.

Employees will not be required to operate with less than the required train crew consist specified in this agreement nor will they be censured or disciplined in any manner for refusal to do so.

ARTICLE 15

(a) New business or new service operations of trains not exceeding 121 cars or 6,840 feet in length, exclusive of engine(s) but including caboose(s), such as piggyback, unit and commodity trains, established to compete with other modes of transportation, such as trucks, ships and barges; and all non-revenue trains, such as snow plows, work or wreck trains (including handling of wreck trains, terminal to terminal) may be operated with a reduced crew of not less than one (1) conductor/foreman and one (1) brakeman/yard helper.

(b) Where such service is protected from extra boards or by crews exclusively assigned to such service, it may be manned by reduced crews. When such service is protected by standard crews, second brakeman (helper) vacancies will be filled by available protected extra board brakemen (helpers) to the extent provided for in Article 7 of this agreement.

(c) Car limits and train lengths set forth in this agreement do not apply to reduced Hours of Service relief road crews, except that if the

train consists of more than 71 cars or 4,015 feet, no scheduled work will be performed en route to the terminal.

ARTICLE 16

20 RD & Yards

(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.

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

(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.

(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.

ARTICLE 17

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

(b) Where the Carrier elects to operate a job with a crew consist in excess of that required by this agreement, and the excess position on a crew is filled for five (5) consecutive days, the senior employe making application for the position will be assigned if the position is to be continued. The position may be abolished at any time pursuant to the usual notice requirements.

ARTICLE 18

Beginning on the effective date of this Agreement, road freight train and yard service crew members, both protected employes and non-protected employes, working on reduced crews shall be paid an additional Special Allowance of \$4.00, as adjusted, for each tour of duty worked, as compensation for the additional services and responsibilities consistent with the operation of a reduced crew.

The \$4.00 Special Allowance is subject to all retroactive wage and cost-of-living allowance increases from January 1, 1978, and to all future wage and cost-of-living allowance increases becoming effective on or subsequent to the date of this Agreement.

ARTICLE 19

(a) For each yard tour of duty or road freight service trip that a crew is operated with one (1) conductor or foreman and one (1) brakeman or yard helper, the Company will pay into the Employees' Productivity

Fund the sum of \$48.25. This payment will be made on a pay period cash basis for the sole and exclusive benefit of the eligible protected road freight train and yard service employees represented by the United Transportation Union and is to be considered as an account or trust of and for the protected employees as a sharing in productivity savings. The \$48.25 payment will not be subject to future general wage increases or cost-of-living adjustments.

(b) Separate Employee Productivity Accounts shall be maintained for each particular road and yard seniority district unless otherwise agreed to by the General Chairmen and Carrier's Vice President - Personnel and Labor Relations. At the end of each year, each protected employee performing service in that particular seniority district will share in the division of the Employees' Productivity Fund, according to the number of yard tours of duty and/or road freight trips performed in that district during that calendar year. For equity purposes, each paid vacation day taken by a protected employee in road freight and/or yard service will be credited in computing his share of the Productivity Fund.

EXAMPLE

Amount in Fund at the end of year	\$288,000
Number of protected employees	200
Total number of road freight service trips and/or yard tours of duty by protected employees only	12,000

$\$288,000 \div 12,000 = \24 per share

Each protected employee receives
\$24 x the number of his trips
or tours of duty.

(c) The productivity sharing provided for above is limited to the extent that the total amount of a protected employee's annual share of

the Employees' Productivity Fund cannot exceed one-third (1/3) of his total compensation for that calendar year.

EXAMPLE

The protected employee earns \$27,000 for service performed. His payment from the fund for the year could not exceed \$9,000 (1/3 of \$27,000).

(d) Payment made to protected employees out of the Productivity Fund shall not be included in computing vacation pay.

(e) When a protected employee has shares in more than one Productivity Account, the amounts due from each account will be combined and the total amount paid cannot exceed one-third (1/3) of his total compensation for that calendar year.

(f) When computing one-third (1/3) of a protected employee's total compensation in any calendar year, payments or credits received from the Productivity Fund will not be included in the computation.

(g) Payments made to protected employees out of the Productivity Fund shall not be used in the computation of any monetary guarantees.

(h) A part-time Union officer who is unable to work in road freight or yard service due to performing official union work will be credited for such actual days lost from his assignment toward his number of tours of duty or trips in computing his share of the Productivity Fund. The General Chairman will furnish as soon as possible, but not later than January 31 each year, to the Carrier's Payroll Accounting Department the information necessary to properly credit those individuals for the number of tours of duty or trips to be so computed.

(i) The Company's pay period cash deposits to the Employees' Productivity Fund may be discontinued after the actual dollar amount deposited

in the current calendar year is equal to not less than the full amount required to pay all protected employees a full one-third of their annual compensation for the preceding calendar year, adjusted to include cost-of-living and general wage increases due in the current calendar year. If the amount paid in is not adequate to pay all monies due under this Agreement, the Company will make up the deficit.

(j) The necessary arrangements for the establishment and administration of the Employees' Productivity Fund in compliance with ERISA and other applicable legal requirements will be finalized within 120 days from the effective date of this Agreement.

ARTICLE 20

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

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

ARTICLE 21

The Carrier shall continue to apply the provisions of Article VIII of Mediation Agreement A-10222 dated August 25, 1978 in the hiring of firemen.

ARTICLE 22

(a) Effective May 15, 1981, all train service employes 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	2 Days
Five years and less than 10 years	4 Days
Ten years and less than 15 years	6 Days
Fifteen years and less than 20 years	8 Days
Twenty years or more	10 Days

(b) The number of personal leave days each road freight service employe 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.

(c) Personal leave days may be taken upon 24 hours' notice to the designated carrier representative, and the employe will be paid one basic day at the rate of the last service performed for each personal leave day or days. Should the carrier refuse an employe's request for personal leave day or days, any leave days not granted by subsequent requests will be carried over, but will be requested and granted prior to May 1 of the following year.

The Carrier will have the option of granting personal leave days which are requested with less than 24 hours' notice, but refusal of such request shall not constitute a right to carry those day(s) over.

(d) Personal leave day or days will not be scheduled or allowed to start on other than a work day of the employe's position. Personal leave days for extra board employes and those in pool freight service will begin when they otherwise would have been called. When a member of a crew is on his personal leave day(s), if his position is not a must-

fill position, it may be blanked. Personal leave days paid for will be counted as qualifying days for vacation purposes.

ARTICLE 23

The parties hereto recognize the complexities involved in this Agreement and, in keeping with its intent and purpose and the rights and responsibilities of the parties thereunder, arrangements will be made for periodic conferences for the purpose of agreeing on interpretations. It is further agreed that at least for the first year the Agreement is in effect, disputes arising from its application will be handled expeditiously in conference by the General Chairman and Vice President - Personnel and Labor Relations. Such conferences will be held promptly at the request of either party.

ARTICLE 24

The parties to this Agreement shall not serve or progress, prior to the attrition of all protected employes, any notice or proposal for changing the specific provisions of this Agreement governing pure attrition, protected employes, car limits and train lengths, special allowance payment to reduced crew members, Employee Productivity Fund deposits and the administration thereof.

This section will not bar the parties from making changes in the above provisions by mutual agreement.

ARTICLE 25

This Agreement will be made effective within 30 days of the date the Carrier is notified by the Organization that the Agreement has been ratified, and, except as provided above, will continue in effect until revised or amended by agreement of the parties, or in accordance with

the Railway Labor Act, as amended, and will supersede all other agreements, rules and/or understandings which are in conflict herewith.

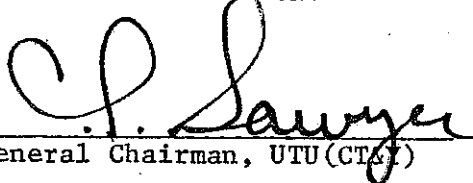
ARTICLE 26

Gender where used is intended to cover male or female as appropriate.


This Agreement effective 12:01 A.M., May 15, 1981.

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

FOR THE ORGANIZATION:


General Chairman, UTU (CT&Y)

FOR THE CARRIER:

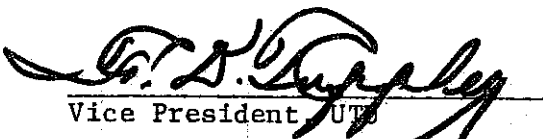

Vice President - Personnel
and Labor Relations


General Chairman, UTU (CT&Y)


General Chairman, UTU (CT&Y)

APPROVED:


Vice President, UTU


Vice President, UTU

THE UNITED TRANSPORTATION UNION

May 19, 1981

Mr. F. L. Elterman
Vice President-Personnel & Labor Relations
The AT&SF Railway Company
80 East Jackson Boulevard
Chicago, Illinois 60604

Side Letter No. 1
AT&SF - UTU Crew Consist Agreement

Dear Sir:

In connection with Article 14 of the Crew Consist Agreement signed May 19, 1981.

IT IS AGREED:

Car Limit Exception. Trains of seventy-two to one hundred twenty-one cars and not exceeding 6,840 feet in length, exclusive of engine(s) but including caboose(s), such as unit trains (empties in connection with unit trains), piggyback, grain, coal, ore, gravel, mail trains, and through freight (combination commodity) trains operated from terminal to terminal intact without picking up, or setting out (except bad order cars from their own train), or doing switching en route, may be operated with one conductor and one brakeman. However, a reduced crew of one conductor and one brakeman will not be used on such trains when protected employees are available at the location of the protecting extra boards or when a protected employee has exercised seniority to the blankable (blanked) second brakeman position on the crew handling such trains.

NOTE: Any such trains required to pick up, set out (except bad order cars from their own train), or perform switching en route will entitle the conductor and brakeman of the reduced crew to one-half each of the amount that would have been earned by a second brakeman had he been a member of the crew, which will be in addition to all of their other earnings. No payment will be made to an employee who might have stood for this service. Also, the conductor and brakeman on such train would be paid the Special Allowance and the Productivity Fund would be credited.

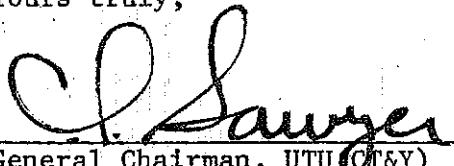
Interpretation

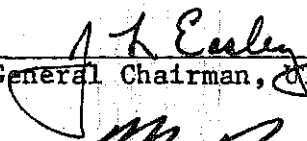
(Car Limit - Exception)

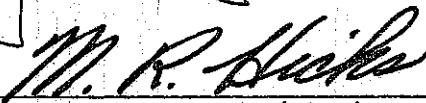
- Q. Does this restriction also apply within the initial or final terminal?
- A. No, this will not affect the rights granted the Carrier under Article IX of the January 27, 1972 National Agreement, as amended.

This agreement will become effective sixty (60) days from date the master Crew Consist Agreement becomes effective.

Yours truly,


General Chairman, UTU (CT&Y)


General Chairman, UTU (CT&Y)


General Chairman, UTU (CT&Y)



The Atchison, Topeka and Santa Fe Railway Company

A Santa Fe Industries Company

80 East Jackson Boulevard, Chicago, Illinois 60604, Telephone 312/427-4900

May 19, 1981

Messrs. C. F. Christiansen, Vice President
United Transportation Union
4943 South 98th Avenue
Omaha, Nebraska 68127

F. D. Tuffley, Vice President
United Transportation Union
10309 Hemlock Street
Tacoma, Washington 98498

Side Letter No. 2 AT&SF - UTU Crew Consist Agreement

Gentlemen:

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 necessitate immediate action to protect persons and/or property.
4. In road service, when a radio becomes inoperable after a train departs the initial terminal, as defined in Article 11 of the Crew Consist Agreement.
5. When a radio becomes inoperable on a yard assignment but only for the length of time it takes to get an operable radio to the crew.

B. NOT EMERGENCIES

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

If the above accurately reflects our understanding, please so signify in the space provided below.

Yours truly



F. L. Elterman
Vice President - Personnel
and Labor Relations

AGREED:


C. F. Christiansen
F. D. Tuffley



The Atchison, Topeka and Santa Fe Railway Company

A Santa Fe Industries Company

80 East Jackson Boulevard, Chicago, Illinois 60604, Telephone 312/427-4900

May 19, 1981

Messrs. C. F. Christiansen, Vice President
United Transportation Union
4943 South 98th Avenue
Omaha, Nebraska 68127

F. D. Tuffley, Vice President
United Transportation Union
10309 Hemlock Street
Tacoma, Washington 98498

Side Letter No. 3
AT&SF - UTU Crew Consist Agreement

Gentlemen:

This letter will confirm the following understanding in connection with the application of Article 10 of the Crew Consist Agreement signed May 19, 1981:

If the Carrier believes that the number of lay-offs during employees' tours of duty have increased as a result of said Article 10, a prompt conference will be held in order to modify the agreement to the extent necessary to obviate excessive lay-offs.

Very truly yours,

F. L. Elterman
Vice President - Personnel
and Labor Relations

AGREED:

Vice President - UTU

Vice President - UTU



The Atchison, Topeka and Santa Fe Railway Company

A Santa Fe Industries Company

80 East Jackson Boulevard, Chicago, Illinois 60604, Telephone 312/427-4900

May 19, 1981

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Side Letter No. 4
AT&SF - UTU Crew Consist Agreement

Gentlemen:

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.

Very truly yours,

F. L. Elterman
Vice President - Personnel
and Labor Relations

AGREED:

Vice President - UTU

Vice President - UTU



The Atchison, Topeka and Santa Fe Railway Company

A Santa Fe Industries Company

80 East Jackson Boulevard, Chicago, Illinois 60604, Telephone 312/427-4900

May 19, 1981

Messrs. C. F. Christiansen, Vice President
United Transportation Union
4943 South 98th Avenue
Omaha, Nebraska 68127

F. D. Tuffley, Vice President
United Transportation Union
10309 Hemlock Street
Tacoma, Washington 98498

Side Letter No. 5
AT&SF - UTU Crew Consist Agreement

Gentlemen:

This will confirm our understanding that the Crew Consist Agreement signed May 19, 1981, does not change present rules, agreements or practices concerning the use of cabooses; nor does it change the present practice of placing them on the rear of trains and cuts, or the present practice of placing them elsewhere under certain circumstances.

Very truly yours,

F. L. Elterman
Vice President - Personnel
and Labor Relations

AGREED:

Vice President - UTU

Vice President - UTU



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Omaha, Nebraska 68127

F. D. Tuffley, Vice President
United Transportation Union
10309 Hemlock Street
Tacoma, Washington 98498

Side Letter No. 6
AT&SF - UTU Crew Consist Agreement

Gentlemen:

This will confirm our understanding concerning the train-length limitations referred to in Article 14 of the Crew Consist Agreement signed May 19, 1981:

Methods satisfactory to both parties will be established at all terminals by the Superintendents and the Local Chairmen, or their designees, for determining the length of trains.

Very truly yours,

F. L. Elterman
Vice President - Personnel
and Labor Relations

AGREED:

Vice President - UTU

Vice President - UTU



The Atchison, Topeka and Santa Fe Railway Company

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10309 Hemlock Street
Tacoma, Washington 98498

Side Letter No. 7
AT&SF - UTU Crew Consist Agreement

Gentlemen:

This will confirm our understanding of Article 2 of the Crew Consist Agreement signed May 19, 1981, to the extent that any employee who has worked for the Carrier under UTU agreements for at least 30 days prior to the effective date of the agreement will not have his application disapproved without furnishing the General Chairman satisfactory reasons for such disapproval.

Yours truly,

F. L. Elterman
Vice President - Personnel
and Labor Relations

AGREED:

Vice President - UTU

Vice President - UTU



The Atchison, Topeka and Santa Fe Railway Company

A Santa Fe Industries Company

80 East Jackson Boulevard, Chicago, Illinois 60604, Telephone 312/427-4900

May 19, 1981

Messrs. C. P. Sawyer, General Chairman
United Transportation Union (CT&Y)
309 First National Office Building
Brownwood, Texas 76801

J. L. Easley, General Chairman
United Transportation Union (CT&Y)
2110 E. First Street, Suite 121
Santa Ana, California 92705

Side Letter No. 8
AT&SF - UTU Crew Consist Agreement

Gentlemen:

In connection with Article 1 of Crew Consist Agreement signed May 19, 1981, it is agreed employees involuntarily furloughed who desire to be used for vacancies when the extra board is exhausted will be furnished a form by Carrier indicating whether they wish to be called for such service.

It is understood if Carrier is unable to contact any of the furloughed employee(s) with request on file, the crew may be operated with a conductor/engine foreman and one brakeman/helper.

Yours very truly,

F. L. Elterman
Vice President - Personnel
and Labor Relations

AGREED:

General Chairman, UTU (CT&Y)

General Chairman, UTU (CT&Y)



The Atchison, Topeka and Santa Fe Railway Company

A Santa Fe Industries Company

80 East Jackson Boulevard, Chicago, Illinois 60604, Telephone 312/427-4900

May 19, 1981

Messrs. J. L. Easley, General Chairman
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2110 E. First Street, Suite 121
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C. P. Sawyer, General Chairman
United Transportation Union (CT&Y)
309 First National Office Building
Brownwood, Texas 76801

Side Letter No. 9
AT&SF - UTU Crew Consist Agreement

Gentlemen:

In connection with application of Article 15 of the Crew Consist Agreement signed May 19, 1981, it was understood Hours of Service Relief and Work Train Crews called from the extra board would be reduced crews, except when protected employees are off-in-force-reduction on an involuntary basis and who have made written request(s) under Side Letter No. 8.

When a reduced crew is to be called for Hours of Service relief or work train service, while protected employees are involuntarily off-in-force-reduction with written request(s) made under Side Letter No. 8, the procedures listed below will be followed:

- (1) Carrier will call in seniority order those protected employees off-in-force-reduction at the point who have made written request in accordance with Side Letter No. 8.
 - (a) The senior of this group who is contacted will protect the service until released at the home terminal, at which time the employee will revert to off-in-force-reduction status.
 - (b) Mileage made by the off-in-force-reduction employee will be charged to the extra board for mileage regulation purposes.
- (2) If the Carrier is unable to contact any of the off-in-force-reduction employees described in (1), the service may be protected with a reduced crew.

If the foregoing outlines the understanding reached, please indicate by signing in the space provided.

Yours truly,



F. L. Elterman
Vice President - Personnel
and Labor Relations

AGREED:


General Chairman, UTU (CT&Y)
General Chairman, UTU (CT&Y)

QUESTIONS AND ANSWERS CONCERNING CREW CONSIST

General

Question and Answer No. 1

Q. Does this Agreement change or in any manner affect the consist of crews in passenger service?

A. No.

Question and Answer No. 2

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

A. No.

Question and Answer No. 3

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

A. No.

ARTICLE 1

Question and Answer No. 1

- Q. When protected employee(s) voluntarily elects under a stay-at-home agreement to go to a furlough status, is the Carrier prevented from operating a reduced crew under any provisions of the Crew Consist Agreement?
- A. No, assuming there is no protected employee(s) off-in-force involuntarily.

Question and Answer No. 2

- Q. Inasmuch as "A protected employee may elect and be allowed to go on furlough and remain furloughed until needed on a must-fill position rather than exercise seniority on a blanked position", may such protected employee rescind his voluntary furlough status and return to service?
- A. After 120 days, the employee may advise in writing of desire to relinquish voluntary furlough status and will also advise board(s) in order of preference he desires to be placed upon at next increase of extra board, being placed thereon, seniority permitting.

Question and Answer No. 3

- Q. When is a protected employee considered involuntarily off-in-force reduction?
- A. When the employee's seniority will not permit the holding of any position, including an extra board, on the employee's entire seniority district.

Article 1

Question and Answer No. 4

- Q. When will protected employee(s) called from off-in-force reduction status to protect an outside assignment be relieved?
- A. When an extra board employee becomes available.

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ARTICLE 2(a)

Question and Answer No. 1

- Q. Does "or thereafter" apply to future dismissals?
- A. Yes.

ARTICLE 2(b)

Question and Answer No. 1

- Q. Will blankable second brakeman/helper positions continue to be bulletined?
- A. Yes, where rules now require until no bids are received on such positions from protected employes, in which event the positions will be blanked.

Question And Answer No. 2

- Q. Does a protected employe retain the right to exercise seniority to a blanked second brakeman/helper position?
- A. Yes, if he has a bump coming, except on those specified in Article 15 and assignments which could be manned by reduced crew prior to this Agreement.

Question and Answer No. 3

- Q. Will crews hereafter operated on a "one and one" basis pursuant to prior crew consist agreements be subject to the Special Allowance and Productivity Fund payments on the effective date of this Agreement?
- A. Yes.

Question and Answer No. 4

- Q. If a permanent vacancy on a blankable position closes without bid, at a time protected employes are off-in-force involuntarily, can you blank the position?
- A. No. The junior unassigned protected is force assigned. Past practice would then be followed as to whether a recall to senior OIFR protected (involuntary) is issued immediately or wait until normal checking time when determination will be made as to whether the regulation of the extra board requires issuing recall(s). If there are no protected employes off-in-force involuntarily at the time bids close, the position is blanked.

Article 2(b)

Question and Answer No. 5 (Northern and Southern Divisions Only)

- Q. Does this agreement change the procedures advertising head brakemen and rear brakemen vacancies?
- A. No. However, it is understood such reference is for identification only and brakeman(men) will be required to position themselves as directed,

For example: Both brakeman positions on a turn are advertised, indicating head and rear, and only the rear end is bid in. The filled position is then a must-fill, and the incumbent is neither exclusive head and/or rear brakeman, but will position himself as directed.

Also, a blankable brakeman position is advertised, which had previously been occupied as head end brakeman. No bids are received. The position is blanked, and the other brakeman is now on a must-fill position which is neither exclusive head end or rear brakeman.

ARTICLE 2(c)

Question and Answer No. 1

Q. Is a non-protected employee's seniority restricted except as set forth in Article 2(c)?

A. No.

Question and Answer No. 2 (Coast Lines Only)

Q. Under Article 10, Section 18 of the current Agreement a helper who fails promotion on second attempt forfeits seniority and acquires a new date as helper. Since this new date will be subsequent to the effective date of the Crew Consist Agreement, would a protected employee retain that status?

A. Yes.

ARTICLE 6

Question and Answer No. 1

- Q. Do protected employees who lose their status as such, due to non-protected employees holding must-fill positions, lose their trip credits toward the distribution of the Productivity Fund during the period of time they are considered non-protected?
- A. Yes, they are considered for all purposes during this time of lost status the same as any other non-protected employees.

Question and Answer No. 2

- Q. When the above protected employees, who have lost their status, elect to give the 24-hour notice, what are their rights?
- A. They will gain no rights other than those in effect under Dual Seniority prior to crew consist except that granted by Article 6 of this agreement.

ARTICLE 6(a)

Question and Answer No. 1

- Q. Will the junior protected extra board employee be assigned or the junior of the protected on the extra board and those on blankable pool positions?
- A. The junior protected from the combination of the extra board and the blankable pool positions.

ARTICLE 6(b)

Question and Answer No. 1

- Q. Does the wording in 6(b), 7(a) and 7(c), reading "same starting time bracket" mean the time periods referred to in existing starting time rules?
- A. Yes, for example, 0630 to 0800, 1430 to 1600, and 2230 to 2400 where three eight-hour shifts are worked in continuous service.

ARTICLE 6(c)

Question and Answer No. 1

- Q. How is the make-whole calculated for protected employees moving from blankable to must-fill positions under (a), (b) and (c)?
- A. What would have been earned on the last trip or tour of duty on the blankable position versus what was earned on the first trip or tour of duty on the must-fill position.

Question and Answer No. 2

- Q. Does the last paragraph provide for deadhead payment, when dead-headed, if the employee is force assigned?
- A. Current rules prevail.

ARTICLE 7

Question and Answer No. 1

- Q. Will non-protected brakemen/yardmen be called in their turn from the extra board to fill second brakemen/helper positions or vacancies in instances where it is mandatory to use a standard crew under the terms of this Agreement?
- A. Yes, under such circumstances second brakemen/yardmen positions or vacancies will be classified the same as "must-fill" positions or vacancies.

Question and Answer No. 2

- Q. If the vacancy is for a blankable position and one or more non-protected stand 1st, 2nd, etc., do you run around these and call a protected extra board employee?
- A. Yes.

Question and Answer No. 3

- Q. Would you call a protected extra board brakeman with prior service (not rested) for a blankable position, even if called around a non-protected brakeman?
- A. Yes, if in the opinion of dispatcher the employee has sufficient time to make the trip. Prior rules and practices remain unchanged.

Question and Answer No. 4

- Q. Will a protected employee occupying a blankable position be subject to discipline if a call is missed for service on other than his regular assignment?
- A. No.

ARTICLE 7(a)

Question and Answer No. 1

- Q. Will a time and one-half tour of duty in yard service be counted as a day against a helper on the yard extra board under the provisions of this Article 7(a)?
- A. No, time and one-half tours will not be counted in computing the five straight-time, eight-hour shifts in his work week.

Question and Answer No. 2

- Q. When the most junior available protected yard helper on a blankable position in the same starting time bracket is used on a must-fill vacancy, does the overtime rate apply because of doubling?
- A. No, only straight time rate is applicable.

Question and Answer No. 3

- Q. If a yardman is holding a 3:00 p.m. assignment and is not notified until arrival his services are needed at 4:00 p.m., when will his pay and overtime commence?
- A. Pay shall commence at 3:00 p.m., overtime after 11:00 p.m.

Question and Answer No. 4

- Q. If a yardman is holding a 4:00 p.m. assignment and is not notified until arrival at 4:00 p.m. his services were needed at 3:00 p.m., when will his pay and overtime commence?
- A. Pay shall commence at 4:00 p.m. with a minimum of a basic day, overtime after 12:00 midnight.
- Q. If the above man shows at 3:30 p.m., when will pay and overtime commence?
- A. 3:30 p.m. and 11:30 p.m., i.e., when placed with the crew.

Question and Answer No. 5

- Q. Would you run around non-protected yardmen and use a protected employe even if it would result in time and one-half payment?
- A. Yes, so long as the employe is fully rested under the Hours of Service Law.

Question and Answer No. 6

- Q. If there was a blankable vacancy on a 7:00 a.m. engine and a must-fill vacancy on an 8:00 a.m. engine with only one extra board yardman, who was a protected employe, how would you fill the positions assuming the one regular helper on the 7:00 a.m. engine was the junior protected helper working a blankable position in the same starting time bracket?
- A. The protected extra board yardman would be called for the 7:00 a.m. blankable vacancy and then notified to protect the 8:00 a.m. must-fill position.

Article 7(a)

Question and Answer No. 8

- Q. Are employees who have filed request for service under Side Letter 8, Article 22(w)(j), or the Agreement of December 30, 1981, eligible for service on must-fill positions?
- A. If the steps outlined in Articles 7(a) and 7(b) do not provide an employee for a must-fill position, said vacancies will be filled in accordance with rules and practices in effect prior to the Crew Consist Agreement.

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Question and Answer No. 7

- Q. Is it permissible to hold back a yard extra board protected employee, thus running around such employee, so he may be used at a later time to fill a specified vacancy requirement?
- A. No.

ARTICLE 7(b)

Question and Answer No. 1

- Q. What earnings will be used to compute the 1,000 miles in road service for extra board employees under the provisions of Article 7(b)?
- A. All miles paid for less arbitraries, i.e., miles run, with a minimum of 100, overtime and deadhead, passenger miles to be equivalent freight miles.

Question and Answer No. 2

- Q. Will an extra board employee be relieved from an outlying assignment after earning 1,000 miles in a work week?
- A. Yes, provided relief is available and the position is to be filled under the terms of this agreement.
- Q. Will the extra board employee sent to relieve the employee who has earned 1,000 miles in the work week be allowed deadhead pay when deadheaded.
- A. Yes, as well as the employee relieved who has earned the 1,000 miles.

Question and Answer No. 3

- Q. Would you call a protected extra board brakeman with prior service (not rested) for a blankable position, even if called around a non-protected brakeman?
- A. Yes, if in the opinion of dispatcher the employee has sufficient time to make the trip. Prior rules and practices remain unchanged.

Question and Answer No. 4

- Q. While it is the responsibility of the extra board brakemen to register their miles, must they also maintain the accumulated total?
- A. No.

Question and Answer No. 5

- Q. Would the miles made by an extra board brakeman as emergency conductor be charged against the brakemen's extra board?
- A. No, only to the conductors' extra board.

Question and Answer No. 6

- Q. How long is a standard road switcher crew going to be worked as a reduced crew when a member of that crew lays off for cause after commencing duty or ties up under the Hours of Service, when there are available extra protected brakemen on the extra board?
- A. Assuming the road switcher is assigned on a turnaround basis, until that tour of duty is completed. If the vacancy is for the conductor's position and there is a promoted brakeman on the crew, the senior promoted will be used as conductor and the brakeman's position will not be filled. In either case, the remaining two crew members will be paid the Special Allowance and payment will be made to the Productivity Fund. In both instances there will be no claim for not filling the brakeman's position; however, the brakeman used as conductor will be allowed a minimum of a day as conductor in addition to payment due as brakeman until placed in service as conductor.

Question and Answer No. 7

- Q. When a member of a standard road crew ties up en route under the Hours of Service Law, will the remaining crew members be paid the \$5.64 Special Allowance and \$48.25 payment made to the Productivity Fund if they are instructed to work as a reduced crew?
- A. Yes.

Question and Answer No. 8

- Q. Will a protected employee occupying a chain gang or pool turn position be subject to censure or discipline if a call is missed for service on other than his own pool turn or chain gang position?
- A. No.

Question and Answer No. 9

- Q. After extra board trainmen have earned their 1,000 miles, how are they utilized.
- A. They will continue to remain on the extra board, working on a first-in, first-out basis; however, their use from the extra board will be limited to the service available to non-protected extra board brakemen until the commencement of a new work week.

Question and Answer No. 10

- Q. Shall rotation of pool turns be run first-in, first-out?
- A. The provision "first-in, first-out" was written specifically in the Agreement to indicate the Carrier would use employees to fill out the crew when the regular members were off the turn, rather, than just permit the turn to remain first out and use the second out crew in its place.

Question and Answer No. 11

- Q. What does "at that point" mean in 7(b)(2) and (4)?
- A. In (2) if there was a vacancy at an outlying point, it would first be filled by the junior brakeman holding a blankable position at the same outlying point, thence to the extra board point. In (4), pool service is filled from the same pool, whereas any other service is filled by the ^{4th} junior of all service, i.e., pool, local, switcher, etc., at the pool point regardless of where the vacancy exists.

Question and Answer No. 12

- Q. When a protected employee is involuntarily off in force and a reduced crew is operated, do you count the mileage of the unoccupied position for mileage regulation purposes?
- A. Yes, so long as a protected employee is involuntarily off-in-force reduction and the reduced crew did not result from personal leave day(s).

Article 7(b)

Question and Answer No. 13

- Q. Does Article 7(b)(3) require running pool turns first-in, first-out even though one or more employees assigned to the turn cannot be used because of prior service on said turn?
- A. No. The next out turn with sufficient time to work under the Hours of Service Law will be used.

Question and Answer No. 14

- Q. Does the above prior service theory also apply to an extra board employee?
- A. If an extra board employee does not have sufficient time under the Hours of Service Law, because of prior service, to make the trip, the extra board employee need not be called.

Question and Answer No. 15

- Q. When will a regular employee(s) be relieved who has been used to fill a must-fill position on an outside assignment under Item (2)?
- A. When regular man reports or an extra board employee becomes available, whichever occurs first.

Question and Answer No. 16

- Q. If both brakemen positions on an outside assignment are temporarily vacant and the extra board is exhausted, how are they filled?
- A. The first vacancy would be must-fill and filled under Article 7(b)(2). The other vacancy would be blankable and an employee involuntarily OIFR with request on file would be used, if available.

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Question and Answer No. 17

- Q. In the above example, if the extra board is exhausted the following day, do both brakemen remain on the vacancies?
- A. No. Since both positions are occupied, the brakeman used under Article 7(b)(2) is no longer on a must-fill and should be released.

Question and Answer No. 18

- Q. In the above example, assuming the brakeman used under 7(b)(2) is released, the extra board is still exhausted on day 2 and another OIFR employee with request on file is sent to fill the second position; which OIFR employee should be released on day 3 if one extra board brakeman becomes available?
- A. The junior of the two OIFR employees.

Question and Answer No. 19

- Q. Are employees who have filed request for service under Side Letter 8, Article 22(w)(j), or the Agreement of December 30, 1981, eligible for service on must-fill positions?
- A. If the steps outlined in Articles 7(a) and 7(b) do not provide an employee for a must-fill position, said vacancies will be filled in accordance with rules and practices in effect prior to the Crew Consist Agreement.

Question and Answer No. 20

- Q. How are the make whole provisions of the Crew Consist Agreement applied?
- A. What the employee would have earned on his/her regular assignment, had the employee remained thereon, less what the employee actually

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earned for the period the employe was prevented by the Carrier from protecting his/her regular assignment.

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M. R. H.

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ARTICLE 8

Question and Answer No. 1

- Q. When a protected employe is involuntarily off in force and a reduced crew is operated, do you count the mileage of the unoccupied position for mileage regulation purposes?
- A. Yes, so long as a protected employe is involuntarily off-in-force reduction and the reduced crew did not result from personal leave day(s).



The Atchison, Topeka and Santa Fe Railway Company

A Santa Fe Industries Company

80 East Jackson Boulevard, Chicago, Illinois 60604, Telephone 312/427-4900

October 1, 1981
47-600

Messrs. J. L. Easley, General Chairman
United Transportation Union (CT&Y)
2110 East First Street, Suite 121
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M. R. Hicks, General Chairman
United Transportation Union (CT&Y)
8100 Marty, Suite 100
Overland Park, Kansas 66204

✓ C. P. Sawyer, General Chairman
United Transportation Union (CT&Y)
309 First National Office Building
Brownwood, Texas 76801

Gentlemen:

During discussion at Chicago, September 29, 1981, question was raised and the following answer agreed to by the parties concerning application of Article 10 of the Crew Consist Agreement.

Question - When a member of a standard yard crew discontinues service during a tour of duty and the extra board is exhausted, is the Carrier required to call a yardman from any other source, such as those having request under the provisions of Side Letter No. 8 or its equivalent, to fill the vacancy?

Answer - No.

Yours truly,

F. L. Elterman
Vice President - Personnel
and Labor Relations

copies to all local chairmen and vice lc at Bellville, Somerville, Sweetwater and Local Secretaries.

ARTICLE 11

Question and Answer No. 1

- Q. If there is switching to be performed and one member of the standard road crew fails to report for duty at the on-duty time, may the crew commence switching and depart from the terminal or complete their tour of duty as a reduced crew?
- A. Yes, under these circumstances the time the crew starts switching rather than the time "the train starts to move from the track on which it was made up," will be controlling in the application of Article 11.

Question and Answer No. 2


- Q. If a reduced crew is used under Article 11, is there any prohibition against setting out, picking up or switching on either the trip to the away-from-home terminal or the trip to the home terminal?
- A. No, unless otherwise prohibited in other current rules applicable to standard crews.

Article 12

Question and Answer No. 1

Q. May a brakeman on a standard train crew who was not available for a turnaround road assignment at the away-from-home terminal, be used for a subsequent straightaway trip to the home terminal when the crew is next called and he is available?

A. No.

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ARTICLE 13

Question and Answer No. 1

- Q. Under what circumstances is the Carrier restricted from stepping up a brakeman at the away-from-home terminal to fill vacancy on a second brakeman position?
- A. Only when the vacancy he stepped up to was caused by the Carrier in order to operate a previous train out of the away-from-home terminal requiring a standard crew. Vacancies caused by brakemen marking off at the away-from-home terminal for reasons of their own on reduced or standard crews may be filled as provided for in Article 13(a) and (b) without restriction.

Question and Answer No. 2

- Q. When stepping up a brakeman at the away-from-home terminal under Article 13(a), which brakeman on the crew should be selected?
- A. Except when both brakemen on the crew are extra board brakemen, the senior brakeman should be selected. If both are extra board brakemen, the one who stood first out when they were called from the extra board should be selected. If the brakeman so selected cannot be contacted, the other brakeman on the crew may be used.


Question and Answer No. 3

- Q. Will a trainman who stands to be stepped up under this Article be disciplined should he miss the call?
- A. No.

Article 13

Question and Answer No. 4

- Q. How are the make whole provisions of the Crew Consist Agreement applied?
- A. What the employe would have earned on his/her regular assignment, had the employe remained thereon, less what the employe actually earned for the period the employe was prevented by the Carrier from protecting his/her regular assignment.

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ARTICLE 14

Question and Answer No. 1

Q. Do the car limits and train length provisions of Article 14 apply to assignments which could be manned by one conductor and one brakeman prior to the effective date of this Agreement?

A. Yes.

Question and Answer No. 2

Q. Do car limits and train length provisions of Article 14 apply to traveling switchers classified as road assignments?

A. Yes, when handling train between stations on road trip.

ARTICLE 15(a)

Question and Answer No. 1

Q. Prior to the effective date of this Agreement, there were four pool crews in service on a division and after the effective date of this Agreement business increases and two additional pool crews are added to the pool service. Can this be considered new business or new service operations?

A. No.

Question and Answer No. 2

Q. If new business is obtained from other modes of transportation, can it be protected by reduced crews, including pool crews?

A. Yes.

ARTICLE 15(c)

Question and Answer No. 1

Q. In the event a crew is relieved because of the Hours of Service Law before departing its initial terminal and a relief crew is called to handle the train of the crew being relieved, will the car limits and train lengths, as provided for in Article 14 hereof, apply to the relief crew?

A. Yes, because the train has not departed its initial terminal.

Question and Answer No. 2

Q. Does this application have any effect on yard crews, reduced or standard, being used to handle Hours of Service Law trains within the 15-mile limit?

A. No.

ARTICLE 16(a)

Question and Answer No. 1

- Q. Does any part of Article 16 supercede 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)

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)

Question and Answer No. 1

- Q. Presently there are some reduced crews operating without benefit of radios for each member of crew. Will the new rule require each member to have a radio immediately?
- A. No. Operation will continue in accordance with past practice until an ample supply of radios have been received, but within six months unless otherwise mutually agreed to.

Question and Answer No. 2

- Q. What will be the requirements for providing radios to other reduced crews?
- A. If the Carrier originates an order upon notification of ratification, six months' extension will be provided. Should there be failure of delivery through no fault of the Carrier, the matter will be further discussed.

Question and Answer No. 3

- Q. When a member of a standard yard crew fails to report or discontinues service before completion of tour of duty, will such crew be provided with portable radios?
- A. Yes, when under the provisions of this agreement the crew is classified as a reduced crew and entitled to the Special Allowance and payment is to be made to the Productivity Fund.

Question and Answer No. 4

- Q. How long will a reduced yard crew be required to work after radio fails while working?
- A. After the 6-month period, not to exceed 1'00" from time of notification except at China Basin.

ARTICLE 16(d)

Question and Answer No. 1

- Q. What is meant by the wording, "head end of train?"
- A. The control unit of the locomotive.

Question and Answer No. 2

- Q. What is an "operable portable radio"?
- A. One which will transmit and receive.

Question and Answer No. 3

- Q. Presently there are some reduced crews operating without benefit of radios for each member of crew. Will the new rule require each member to have a radio immediately?
- A. No. Operation will continue in accordance with past practice until an ample supply of radios have been received, but within six months unless otherwise mutually agreed to.

Question and Answer No. 4

- Q. What will be the requirements for providing radios to other reduced crews?
- A. If the Carrier originates an order upon notification of ratification, six months' extension will be provided. Should there be failure of delivery through no fault of the Carrier, the matter will be further discussed.

Question and Answer No. 5

- Q. How long is a road switcher crew going to be worked as a reduced crew without a radio?
- A. After the 6-month period, not beyond the end of that tour of duty.
-

ARTICLE 17(b)

Question and Answer No. 1

- Q. How will it be known that the Carrier has elected to operate a job with a crew in excess of that required by the Agreement?
- A. It will not be assumed that the Carrier has elected to operate a job with a crew in excess of that required by the Agreement unless the blankable position on the crew is filled for five (5) consecutive days and on one or more of those days the position is filled by a non-protected employee. In other words, Article 17(b) will not apply to situations where the second brakeman/helper position is filled as the result of using protected employees from the extra board or as the result of a protected employee exercising his right to fill a blankable position in conformity with the Agreement. However, the Carrier may post a notice or bulletin a job with two or more brakeman/helper positions designated as must-fill positions.

ARTICLE 18

Question and Answer No. 1

- Q. With respect to Questions and Answers 1 and 2 applicable to Article 19(a), what Special Allowances would be paid?
- A. The Special Allowances would be paid the same, one.

Question and Answer No. 2

- Q. When a member of a standard road crew ties up en route under the Hours of Service Law, will the remaining crew members be paid the \$5.64 Special Allowance and \$48.25 payment made to the Productivity Fund if they are instructed to work as a reduced crew?
- A. Yes.

ARTICLE 19(a)

Question and Answer No. 1

Q. When a reduced crew protects an ID train, even though for pay purposes, a new day commences out of a recognized terminal, how many payments are made to the Productivity Fund?

A. One.

Question and Answer No. 2

Q. If a crew is called for straight away or turn around service into or out of a point which, for pay purposes, may require payment of a new day, how many payments will be made to the Productivity Fund?

A. One.

Question and Answer No. 3

Q. When a member of a standard road crew ties up en route under the Hours of Service Law, will the remaining crew members be paid the \$5.64 Special Allowance and \$48.25 payment made to the Productivity Fund if they are instructed to work as a reduced crew?

A. Yes.

ARTICLE 19(b)

Question and Answer No. 1

Q. Do the number of days not worked while protecting the extra board go to the credit of the protected employe toward the number of yard tours of duty credited for the purpose of sharing in the Productivity Fund?

A. No, only actual service performed in freight or yard service is so credited.

Question and Answer No. 2

Q. In the event of the death of a protected employe who is entitled to payment from the Productivity Fund, will his part be paid to the estate or beneficiary?

A. Yes, at the end of the year when disbursements are made.

Question and Answer No. 3

Q. Section (b) provides that for each paid vacation day taken by a protected employee he will be credited with that day in computing his share of the Productivity Fund. Will "Personal Leave" days taken by an employee also be credited in computing his share of the Productivity Fund?

A. No.

Question and Answer No. 4

Q. How many shares will be credited for each week of vacation taken by a protected employee in road freight or yard service under this Article?

A. Seven.

Question and Answer No. 5

Q. Will tours of duty in road or yard service on single position assignments such as pilots, skatemen and car retarder operators worked by protected employees be credited in computing their share of the Productivity Fund?

A. Yes.

Question and Answer No. 6

Q. If an employee is due an adjustment in wages due to being used off his assignment, does he receive any additional yard tours or road freight trips other than those he actually performed for purpose of determining personal share count.

A. No.

ARTICLE 19(c)

Question and Answer No. 1

Q. Is it understood to mean only compensation from the Carrier?

A. Yes. Compensation from any other source cannot be taken into account.



The Atchison, Topeka and Santa Fe Railway Company

A Santa Fe Industries Company

80 East Jackson Boulevard, Chicago, Illinois 60604, Telephone 312/427-4900

September 30, 1981
47-600-60

Messrs. J. L. Easley, General Chairman
United Transportation Union (CT&Y)
2110 East First Street, Suite 121
Santa Ana, California 92705

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

C. P. Sawyer, General Chairman
United Transportation Union (CT&Y)
309 First National Office Building
Brownwood, Texas 76801

Gentlemen:

This will confirm our discussions at Chicago, September 29, 1981, during which it was agreed the following Productivity Accounts would be established in accordance with Article 19(b) of the Crew Consist Agreement:

- One Account for Chicago Terminal;
- One Road-Yard Account for Eastern-Western Lines, excluding Northern and Southern Divisions;
- One Road-Yard Account for Northern-Southern Divisions;
- One Road-Yard Account for Los Angeles Division (to include Barstow Yard);
- One Road-Yard Account for Valley Division;
- One Road-Yard Account for Albuquerque Division;
- One Road Account for Old Arizona Division.

Also, since the Agreement covering establishment, methods, and procedures for the Productivity Account provides for a fiscal year basis, the following Question and Answer was adopted by the parties.

Question - In view of the requirements of the Agreement covering Productivity Accounts, are Articles 19(c) and (i) of the Crew Consist Agreement interpreted to mean fiscal year in lieu of calendar year?

Answer - Yes.

Yours truly,

F. L. Elterman
Vice President - Personnel
and Labor Relations

ARTICLE 20

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)

Question and Answer No. 3

- Q. May the Carrier unilaterally refuse to grant personal leave days to those brakemen/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, the 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.

FILE ARE CFC *[Signature]* M.R.H.

[Signature]

ARTICLE 22(a)

Question and Answer No. 1

Q. An employe 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.

ARTICLE 22(b)

Question and Answer No. 1

Q. If a man with more than five years and less than ten years of service, who is entitled to four personal leave days a year (receives or could have received 6 paid holidays but did not qualify due to unavailability on qualifying day or days), goes to road service, which does not qualify for holiday pay, would he be entitled to four personal leave days?

A. Yes, but he could not get more than ten personal leave days and holiday, through the combination of the two.

Question and Answer No. 2

Q. In the event the same man, who qualified for and who is entitled to four personal leave days, works a yard job or a road job qualifying for holiday pay and earns seven paid holidays and then takes a job that does not qualify for holiday pay, how many personal leave days would he then be entitled to?

A. Three.

Question and Answer No. 3

Q. In the case of a 20-year brakeman working the first part of the year on freight trains not governed by holiday pay, and during such time uses all ten days of his "personal leave," then goes to a road freight run covered by Holiday Pay rules, or year service covered by Holiday Pay rule, what is his eligibility for holiday pay?

Article 22 (b)

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/brakemen 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).

- A. He would not be eligible for holiday pay, as he used his maximum ten days for the year, and no more holiday-pay days would be due; similarly, if he used five days of personal leave, he would only be eligible for the five holiday-pay opportunities the remainder of the year, i.e., in no event can a man accrue more than ten days' personal leave or holiday pay opportunities in combination.

Question and Answer No. 4

- Q. If a passenger service employe, where no holiday pay applies, goes into freight service where the personal leave days apply, is he eligible for such days when in freight service?

A. Yes.

Question and Answer No. 5

- Q. If the employe requests and is granted a personal leave day on the day that would be a qualifying day for holiday pay, how shall such day be treated?

A. For holiday pay purposes, it will be treated the same as a vacation day.

ARTICLE 22(c)

Question and Answer No. 1

- Q. An employe has five years of service as of December 29, 1980, and is entitled to four personal leave days, but there are only three days remaining in the year. After taking three personal leave days, may he then carry the fourth day over into the next year?

A. No.

Question and Answer No. 2

- Q. If an employe did not request all or part of entitled personal leave days, can they be carried over to the next calendar year?

A. No.

Question and Answer No. 3

- Q. Does an employe going into road freight service have to perform one or more road trips before requesting personal leave day(s)?

A. Yes.

Article 22(c)

Question and Answer No. 7

- Q. May employees request personal leave days in the same manner as they presently request layoff, i.e., by telephone?
- A. If an employee is working out of an outlying point, or resides at a location which is distant from his on-duty point, arrangements may be made by telephone; however, the form used by the Carrier to request personal leave days must be formally completed, and submitted no later than the first tour of duty following the request, whether the request is granted or denied.

Question and Answer No. 8

- Q. May an employee who was denied the right to take personal leave day(s) that have been carried over to the following year, be allowed to take such personal leave day(s) between January 1 and May 1 of the following year even though such employee is not now in road service, having been cut back into yard service where he would not be otherwise qualified for personal leave?
- A. Under Santa Fe Agreement, No.

Question and Answer No. 9

- Q. If the answer to the above question is in the affirmative, will the Carrier be allowed to take credit in yard service by working a yard crew on a reduced basis when such an employee takes personal leave day(s) carried over?
- A. Since the answer was "no", this question is moot under Santa Fe Agreement.

FL E ARE CFE DP M.R.H. msh

Article 22(c)

Question and Answer No. 10

Q. What does "subsequent requests" mean under Article 22(c)?

A. At least two requests in addition to the original or initial request.

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Question and Answer No. 4

- Q. If an employe expires before taking his personal leave days, will the personal leave days be paid to his estate?
- A. No.

Question and Answer No. 5

- Q. Is it permissible for an employe to request 10 personal leave days and then only take 5 personal leave days?
- A. No, unless authorized by the Carrier.

Question and Answer No. 6

- Q. Can an employe request 5 personal leave days and then extend the leave days to 10 after starting the leave days?
- A. Yes, if Carrier grants approval.

ARTICLE 22(d)

Question and Answer No. 1

- Q. If an employe on an assigned local requests personal leave day(s), how are they counted?
- A. Personal leave day(s) must commence on an assigned workday and will then be consecutive calendar days for the number of day(s) requested.

Question and Answer No. 2

- Q. If an employe requests four personal leave days and his chain gang turn is called Monday at 11:00 p.m., when does the leave expire?
- A. At 12:01 a.m., Friday, unless other arrangements are made.

Question and Answer No. 3

- Q. Is it permissible for an employe to couple his personal leave days with his scheduled vacation?
- A. Yes, with prior approval of Carrier officer.

Question and Answer No. 4

- Q. How do you determine when an employee's personal leave days commence when he is bumped off his regular assignment after completing last tour, but before his regular assignment is next called.
- A. If bumped, the employee has no regular or any assignment, therefore, no personal leave days will start until he again places himself. (See Article 22(d))

Question and Answer No. 5

- Q. Can an employee be paid for a personal leave day on a day on which he has worked?
- A. If the employee has performed prior service on a calendar day and after arrival then requests, and is granted permission to observe a personal leave day, it would be permissible provided the employee would have protected service again on the same calendar day the prior service was performed. Otherwise, a personal leave day commences with the first service the employee would have protected out of his home terminal on the calendar day requested.

Question and Answer No. 6

- Q. When an extra board brakeman observes personal leave day(s) will another extra board brakeman be called to fill a blankable position the extra brakeman would have protected had he not been observing personal leave day(s)?
- A. Not until after the position he would have protected returns to the home terminal. After departing the home terminal the first time, and returning thereto, if the extra brakeman would have caught additional service during the period personal leave days had been granted, the position will not be considered blankable under Article 22(d) during the balance of the personal leave day(s) previously granted.

If the extra brakeman is protecting or stands to protect an outside assignment at the time personal leave day(s) would commence, the position will not be considered as automatically blankable under Article 22(d), but will be subject to filling in accordance with other provisions of the Crew Consist Agreement.

Question and Answer No. 7

- Q. Will the vacancy of a regularly assigned trainman who is stepped up or used off his position as trainman to fill the vacancy of a conductor who is taking personal leave days be filled?
- A. Yes, subject to conditions of the Crew Consist Agreement.

Article 22(d)

Question and Answer No. 9

- Q. May a pool freight employee observing personal day(s) report prior to 12:01 a.m. as available for call to go on duty after 12:01 a.m.?
- A. Yes, but the employee may not report before 4:00 p.m. the last day of personal leave nor later than one hour prior to the normal calling time.

APR 188 1971 C D1 M.R.H.

Side Letter No. 1

Question and Answer No. 1

- Q. Do you calculate the amount to be paid under the provisions of the Note on a round trip basis or the trip on which the crew set out, picked up or performed switching en route.
- A. The amount is calculated only on the basis of the single trip on which the work was performed.

Question and Answer No. 2

- Q. Can trains of 72 to 121 cars, operated with a conductor and one brakeman, be stopped en route to permit a yard crew or another road crew to change consist of train?
- A. A change in engine or waycar will not constitute a change in the train consist; however, if a yard crew or another road crew does make a change in train consist payment provided for in the Note will be made.

Question and Answer No. 3

- Q. If a brakeman on a blankable position observes a personal leave day(s), must his position be filled even though a protected extra board brakeman is available and the train exceeds 71 cars or 4,015 feet in length, but not more than 121 cars or 6,840 feet in length.
- A. Under Santa Fe Agreement, No.

Question and Answer No. 4

- Q. Under the Note, how will you determine "the amount that would have been earned by a second brakeman"?
- A. It is the mileage allowed the brakeman who actually protected the trip on which the violation occurred.

Question and Answer No. 5

- Q. After Side Letter No. 1 becomes effective, can you use a reduced crew on a train that departs with 69 cars, 4,000 feet, and is required to pick up 20 cars en route without payment of the penalty provided in the Note of Side Letter No. 1?
- A. No.

Question and Answer No. 6

- Q. If a member of a standard road crew ties up en route under the Hours of Service Law, or for any cause, will an employee be called to relieve him if train exceeds 71 cars or 4,015 feet but less than 122 cars or 6,841 feet?
- A. After Side Letter No. 1 becomes effective, if a brakeman ties up, he will not be replaced. If the conductor ties up, and there is a promoted brakeman on the crew, the senior promoted will be used as conductor, and the brakeman's position will not be filled. In either case, the remaining two crew members will be paid the Special Allowance and payment will be made to the Productivity Fund. In both instances, there will be no claim for not filling the brakeman's position; however, the brakeman used as conductor will be allowed a minimum of a day as conductor in addition to payment due as brakeman until placed in service as conductor. If the reduced crew should set out, pick up or perform switching en route, the payment specified in Side Letter No. 1 will apply.

Question and Answer No. 7

- Q. If a solid train is handled A to intermediate point B and another train is secured at B for return to A, is this considered picking up and/or setting out under Side Letter No. 1 requiring payment of the penalty?
- A. No, even if crew is deadheaded, transported or run lite in either direction in connection with the delivery or receipt of solid over-the-road trains and/or empties such as coal cars. For example, so-called CT'ing at Los Angeles, Chillicothe to Streator and return, receipt and delivery of coal train and empties at Fort Worth, etc.

Side Letter No. 1

Question and Answer No. 8

- Q. A reduced crew is placed on duty at initial terminal and transported to an intermediate point where they take charge of a train which exceeds 71 cars or 4,015 feet in length. After taking charge of the train at that point they are required to perform switching at that point. Would they be entitled to the payment provided for under Side Letter No. 1?
- A. No, because the train has not commenced its road trip insofar as the reduced crew in question is concerned.

T.P.S. J.L.C. C.F.C. J.S. M.P.H.



The Atchison, Topeka and Santa Fe Railway Company

A Santa Fe Industries Company

80 East Jackson Boulevard, Chicago, Illinois 60604, Telephone 312/427-4900

December 7, 1981
47-600

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

C. P. Sawyer, General Chairman
United Transportation Union (CT&Y)
309 First National Office Building
Brownwood, Texas 76801

J. L. Easley, General Chairman
United Transportation Union (CT&Y)
2100 East First Street, Suite 121
Santa Ana, California 92705

Gentlemen:

At our meeting in Chicago, December 4, 1981, concerning crew consist, the parties agreed to the following question and answer.

Question: May an employee's position be blanked when that employee is observing personal leave day(s) at a time protected employees are involuntarily off-in-force reduction?

Answer: Yes, including those incidents when the train is covered by Side Letter No. 1.

Yours truly,

F. L. Elterman
Vice President - Personnel
and Labor Relations

Side Letter No. 8

Question and Answer No. 1

- Q. Can an employe be cut off at one point on his seniority district and then request to be placed on an emergency board at another point on his seniority district?
- A. Yes. If the protected employe's seniority would not permit the holding of a position, including an extra board, on his entire seniority district.

Question and Answer No. 2

- Q. If a protected employe has filed a request under Side Letter No. 8 and is called but refuses service, is the employe subject to further call on that calendar day?
- A. No.

Question and Answer No. 3

- Q. Is he subject to discipline if refuses call or cannot be contacted.
- A. No.

Side Letter No. 8

Question and Answer No. 4

- Q. When will protected employee(s) called from off-in-force reduction status to protect an outside assignment be relieved?
- A. When an extra board employee becomes available.

Question and Answer No. 5

- Q. Are yardmen-brakemen on emergency lists restricted to the five straight-time eight hour shifts in their work week under the Five-Day Work Week Agreement as indicated under Section (a) of Article 7 and the 1,000 miles referred to in Section (b) of Article 7; also, are these employees entitled to time and one-half for working a second shift within a twenty-four hour working period?
- A. Since these employees are off-in-force reduction, they are not subject to the rules governing assigned work week or overtime rules applicable to service on the sixth or seventh day or performing service on a second trick in a twenty-four (24) hour period.

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Agreement December 30, 1981

Question and Answer No. 6

- Q. When will protected employe(s) called from off-in-force reduction status to protect an outside assignment be relieved?
- A. When an extra board employe becomes available.

Question and Answer No. 7

- Q. Are yardmen-brakemen on emergency lists restricted to the five straight-time eight hour shifts in their work week under the Five-Day Work Week Agreement as indicated under Section (a) of Article 7 and the 1,000 miles referred to in Section (b) of Article 7; also, are these employes entitled to time and one-half for working a second shift within a twenty-four hour working period?
- A. Since these employes are off-in-force reduction, they are not subject to the rules governing assigned work week or overtime rules applicable to service on the sixth or seventh day or performing service on a second trick in a twenty-four (24) hour period.

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m.A.

Side Letter No. 9

Question and Answer No. 1

- Q. When must a standard crew be used?
- A. Two criteria must be met before a standard crew is required. First, there must be a protected employee(s) off-in-force reduction on an involuntary basis, and second, the protected employee(s) must have a written request on file, under Side Letter No. 8, to be used in emergency when the extra board is exhausted.

Question and Answer No. 2

- Q. When the two criteria are met, will those off-in-force reduction be contacted in lieu of any available protected extra board employees.
- A. No.

Chicago Terminal Only

Question and Answer No. 1

- Q. Does this agreement change the procedures of the Carrier designating the availability of yard assignments for seniority declaration by Chicago Terminal Yardmen.
- A. No. The agreement and practices of the so-called "3:00 p.m. mark up" shall be continued.

Question and Answer No. 2

- Q. When the 3:00 p.m. mark up is concluded and it is found, for example, only two protected yardmen requested a particular yard engine, is the other position blanked for that day.
- A. Yes, even though protected extra men are available.

Question and Answer No. 3

- Q. Under above example, if one of the two yardmen marking for the yard engine is non-protected is a protected yardman used?
- A. No, even if the non-protected yardman is forced to work as engine foreman. Additionally, the junior protected extra board yardman (all 3 boards) is treated as a non-protected yardman for that day.

Question and Answer No. 4

- Q. Can the protected yardman in the above example No. 3, who is considered as non-protected, regain his protected status the following day?
- A. Yes, so long as a non-protected yardman is not the successful applicant for a position on a yard engine or the protected yardman in question is not the junior yardman on the extra board(s) on that day.

Question and Answer No. 5

- Q. After concluding the 3:00 p.m. mark-up procedures, one of the successful applicants lays off. How is the vacancy handled?
- A. Assuming this is a blankable position, by the senior protected extra board yardman. In the absence of an available protected extra board yardman on that shift, then by the senior protected extra board yardman from the next shift. Should this be a must-fill vacancy, a remaining non-protected yardman on the extra board for that shift will be used before going to a protected extra board yardman for the next shift.

Los Angeles Yard Only

Question and Answer No. 1

- Q. Is the Carrier prevented from operating a reduced crew(s) because a protected employe is on a failed to show board?
- A. No.

Question and Answer No. 2

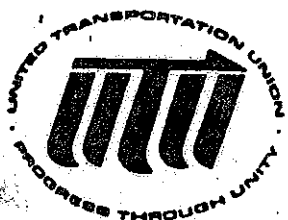
- Q. Under the provisions of Article 6 who is considered the junior helper on the extra board?
- A. It is the junior yardman on the working list, and not the junior yardman of the extra board that would govern the vacancy.

Question and Answer No. 3

- Q. Is Article 6(b) to be applied as written to Los Angeles Yard?
- A. Yes.

Question and Answer No. 4

- Q. In applying Article 7(a) which junior protected helper working a blankable position in the same starting time bracket will be used to fill the vacancy?
- A. First will be the junior helper at the same starting point. In the absence of an available helper at the same starting point, the vacancy will then be protected by the junior protected helper in the yard in the same starting time bracket.



**United
transportation
union**

General Committee of Adjustment

(Conductors - Trainmen - Yardmen)

Atchison, Topeka and Santa Fe Railway

(Western Lines - Northern & Southern Divisions)

P.O. BOX 1687

BROWNWOOD, TEXAS 76801 • (915) 646-1322

PLEASE REFER TO FILE

C.P. SAWYER, General Chairman
H.N. SMITH, Senior Vice Chairman
D.W. MOORE, Junior Vice Chairman
ISAAC HOLLIS, JR., Secretary

May 14, 1984

All Local Chairmen
Northern and Southern Divisions
AT&SF Railway Company-Western Lines

Dear Sirs and Brothers:

The enclosed agreed to interpretation is in connection with filling an Engine Foreman vacancy with an OIFR employee called under Side Letter No. 8 of the Crew Consist Agreement, and would be in keeping with our position that an OIFR employee can not be used as a helper to fill a must-fill vacancy.

Please contact this office if you have any questions concerning the enclosed interpretation of Side Letter No. 8.

Fraternally yours,

C. P. Sawyer
General Chairman

Enclosure



The Atchison, Topeka and Santa Fe Railway Company

A Santa Fe Industries Company

80 East Jackson Boulevard, Chicago, Illinois 60604, Telephone 312/427-4900

May 9, 1984
47-600

Mr. C. P. Sawyer, General Chairman
United Transportation Union (CT&Y)
P.O. Box 1687
Brownwood, Texas 76801

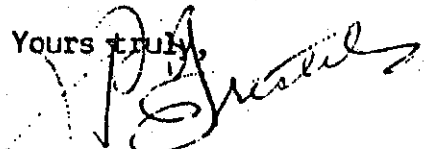
Dear Sir:

Referring to recent conversation concerning involuntary OIFR employees being used as engine foremen under Article 19 of the Yardmen's Schedule when called for service under Side Letter No. 8 of the Crew Consist Agreement.

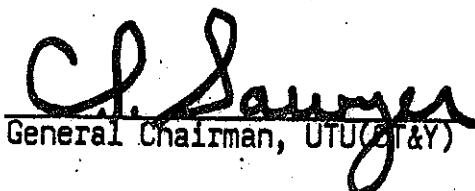
This will confirm our understanding that such employees are only called to work the second helper position under Side Letter No. 8 and should not be used in filling foremen vacancies under Article 19. In other words, the OIFR employee called under Side Letter No. 8 should be disregarded and the foreman vacancy filled by one of the other two employees in accordance with the provisions of the rule.

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

Yours truly,


John P. Frestel, Jr.
Vice President - Personnel
and Labor Relations

ACCEPTED:


General Chairman, UTU(CT&Y)