

A G R E E M E N T
BETWEEN THE
UNION PACIFIC RAILROAD COMPANY
St. Joseph Terminal Railroad
AND THE
UNITED TRANSPORTATION UNION - (C) & (T)
(Eastern District and St. Joseph Terminal Railroad)
(Covering)
CREW CONSIST

THIS AGREEMENT IS IN FULL AND FINAL SETTLEMENT OF
THE CARRIER'S NOTICES SERVED UNDER SECTION 6 OF THE RAILWAY
LABOR ACT ON OR ABOUT JUNE 13, 1977, PERTAINING TO THE
CONSIST OF CREWS IN TRAIN AND YARD SERVICE.

IT IS HEREBY AGREED:

THE CONSIST OF ALL ROAD FREIGHT AND YARD CREWS,
EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, SHALL BE NOT
LESS THAN ONE CONDUCTOR (FOREMAN) AND TWO BRAKEMEN
(HELPERS).

ARTICLE I - DEFINITIONS

Section 1. Standard Crew. A standard crew is a crew consisting of not less than one conductor/foreman and two brakemen/yard helpers.

Section 2. Reduced Crew. A reduced crew shall consist of one conductor/foreman and one brakeman/yard helper.

Section 3. Minimum Crew. A minimum crew shall consist of not less than one conductor/foreman and one brakeman/yard helper.

Q-1: Does the minimum crew consist in any way affect single assignment such as switch-tenders, skatemen, herders, pilots, retarder operators, etc.?

A-1: The minimum crew consist does not pertain to single assignments.

Q-2: Does this Agreement change in any manner agreement rules and practices pertaining to the filling of conductor/foremen vacancies?

A-2: No.

Section 4. Protected. For the purpose of this Agreement, protected employees are all employees on road freight train and/or yard service seniority rosters as of August 1, 1984, and any employee in a dismissed (discharged), terminated or suspended status as of August 1, 1984, who is subsequently returned to service with seniority rights unimpaired.

NOTE 1: Nothing in this Agreement shall be construed, interpreted or applied so as to change or modify the Crew Consist Agreement dated March 1, 1968, as this agreement relates to the protection of employees, reduction, and restoration of positions.

NOTE 2: When any of the crews involved in the above named 1968 Agreement are worked with a conductor/foreman and one brakeman/yard helper they will be paid the special allowance and the Productivity Fund will be credited.

Section 5. Non-Protected. A non-protected employe is a train/yard service employe hired after the effective date of this Agreement.

Section 6. Must-Fill. A must-fill position is a brakeman/yardman position contractually required to be filled by protected or non-protected brakeman/yard helper under schedule rules or agreements and may not be blanked.

Section 7. Blankable. A blankable position is a second brakeman/yard helper position on a standard crew which is filled by a protected employe and which, under certain specified conditions, can be operated as a "reduced crew" in the absence of a second brakeman/yard helper.

Section 8. Blanked. A blanked position is a second brakeman/yard helper position that is not occupied by any protected employe and a position that need not be filled by a non-protected employe.

Section 9. Pure Attrition. Pure attrition is the termination of an employe's employment relationship (seniority) by reasons such as death, retirement, resignation or acceptance of voluntary separation allowance.

Section 10. (a) Emergencies and Non-Emergencies. The definition of "emergency" as set forth in Webster's New World Dictionary, Second College Edition, copyright 1974, is, as a general proposition, adopted:

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

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

(1) EMERGENCIES

- (i) A derailment or other accident necessitating immediate action to protect persons and/or property.
- (ii) Immediate action to avert accidents and obviate personal injuries and/or property damage.
- (iii) Fire, storm, flood and other circumstances beyond the control of the Carrier that necessitate immediate

action to protect persons and/or property.

(iv) In road service, when a radio becomes inoperable after a train departs the initial terminal.

(v) 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.

Q-1: What is understood to be a reasonable length of time it takes to get an operable radio to a yard crew?

A-1: As a general rule, one hour is considered a reasonable length of time. However, it is recognized there may be occasions in smaller terminals when a greater length of time will be reasonable.

(2) NON-EMERGENCIES

(i) No operable radio available.

(ii) The need to perform work, minus a condition such as those mentioned in (1), above.

(iii) To clear a track for an inbound train, a transfer cut or other cut of cars.

(iv) To commence weighing cars.

(v) To start humping a train or cut of cars.

Section 11. Where reference is made in this agreement to Schedule Rules or existing Schedule Rules or Agreements, it is understood this would be Road and/or Yard Schedule Rules and Agreements in effect on this property.

ARTICLE II - CREW CONSIST CONDITIONS

Section 1. Crew Reduction by Attrition. The reduction of road freight service brakeman or yard helper position 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 employee under schedule rules will be blanked, except as set forth in this Agreement.

(a) So long as there are protected employees furloughed on a division, reduced crews may be operated on that division only as provided for in the Crew Consist Agreement dated March 1, 1968 (crews permitted to be operated as reduced crews prior to this agreement) and in Article X (Personal Leave).

(b) When there are no protected employees furloughed on a division, reduced crews may be operated as provided for in Article III, Section 2(b) and (c) (Not Reporting/Not Completing Shift); Article IV, Section 2 (New Business), Section 3 (Non-Revenue), and, Section 4 (Hours of Service Relief Crews); Article X (Personal Leave); and the Crew Consist Agreement dated March 1, 1968.

Q-1: In reference to Section 1(b), above, if the protecting extra board is exhausted of protected brakemen (at the time of call) or yardmen (within 1'15" of the on-duty time) and no protected employees are furloughed on the division, may the position be blanked for that trip or tour of duty?

A-1: Yes.

Section 2. Passenger Service. Nothing in this Agreement changes existing Crew Consist arrangements in passenger service.

Section 3. Manual Retainers. A train or a cut of cars handled in heavy descending grade territory, requiring the use of hand operated retainers, under the Carrier's instructions, shall be manned by a standard crew.

Q-1: A train not requiring hand-operated retainers leaves the terminal with a reduced (1 and 1) crew. After departure from the terminal, strictly mechanical malfunctions occur on the train enroute which necessitate the use of manual retainers. Would the extra brakeman who would have been called at the terminal (had the crew been a 1 and 2 crew) be

entitled to payment for not being called for the assignment?

A-1: No, because when the train departed the terminal the mechanical malfunctions were unknown and developed enroute.

Section 4. Minimum Crew Size. No service shall be required of any crew manned by less than one conductor/foreman and one brakeman/yard helper. Nothing in this Agreement shall prevent the Carrier from adding an additional position(s) of road brakeman/yard helper to any assignment when in its judgment the additional position(s) is deemed necessary and will be so designated.

Section 5. Employees will not be required to perform any service with less than the required train/yard crew consist specified in this Agreement nor will they be censured or disciplined in any manner or be required to lose time for refusal to do so.

Q-1: Do the provisions of this Section apply to pick ups made enroute which would result in exceeding the agreed-to train length limits for a reduced crew?

A-1: Yes.

Section 6. Except as provided in Article V of this Agreement, no brakeman/yard helper will be moved from a standard crew of one conductor/foreman and two brakemen/yard helpers to a reduced crew of one conductor/foreman and one brakeman/yard helper in order to make such crew a standard crew of one conductor/foreman and two brakeman/yard helpers.

Q-1: If a crew leaves the initial terminal as a standard crew, will it remain a standard crew to its objective terminal and if a crew leaves the initial terminal as a reduced crew, will it remain a reduced crew to its objective terminal?

A-1: Yes.

Q-2: If a standard or a reduced crew is deadheading with a reduced crew and while enroute to their objective terminal conditions require a full crew, will one member of the deadhead crew be required to make the reduced crew a standard crew?

A-2: No, nor will a deadheading standard crew be pressed into service enroute to supplement the working reduced crew.

Q-3: Will crews be required to change or exchange trains for the purpose of meeting the requirements of the Crew Consist Agreement?

A-3: No.

Section 7. Displacement Rights - Protected Employees. A protected employee shall retain the right to exercise seniority to any must-fill or blankable (blanked) position, except under conditions provided for in this Agreement.

Q-1: How shall a protected employee acquire the right to exercise seniority to a blankable (blanked) position?

A-1: By seniority right to obtain such position under governing existing Schedule Rules and as further provided in this Agreement.

Q-2: If a protected employee displaces on a reduced crew, with a non-protected employee occupying the brakeman/yardman position, must the protected employee displace the non-protected employee from the must-fill position or may he place himself on the blanked vacancy?

A-2: The protected employee would displace the non-protected employee.

Section 8. The method to arrive at a blanked position is through pure attrition as provided for in Article II, Section 1, or when no protected employee elects, by exercise of seniority (displaces, makes application, or bids), to occupy the blankable position under schedule rules or agreements, except as specifically provided for in this Agreement.

NOTE: The crew caller will notify trainmen and yardmen when called for a reduced crew.

Section 9. Displacement Rights - Non-Protected Employees. Non-protected employees will not have the right to exercise seniority to a blanked or blankable second brakeman/yard helper position.

Section 10. Nothing in this agreement gives the Carrier the right to work reduced crews by failing to call the required brakeman/yardman.

ARTICLE III - CREW MEMBER ABSENT

Section 1. The following shall apply on an operating division at such time as there are protected yardmen furloughed on that division:

(a) Both Helper Positions Must Fill. Where a yard crew consists of a foreman and two helpers (both helper positions are "must-fill" as a result of Carrier designation or bulletin due to safety and requirements of the service), and one member fails to report for duty or discontinues duty before completion of the crews' tour of duty, the remaining two crew members will not be required to start work or continue to work as a reduced crew (except to take the engine to the tie-up point).

(b) Not Reporting. In the event a member of a yard crew consisting of one foreman and two helpers (one helper position is blankable), fails to report for duty, the remaining two crew members may be required to work on a reduced crew basis not to exceed two hours from the starting time of the assignment if there is a protected employee available to fill the vacancy. If the absent crew member does not report within thirty minutes from the starting time of the assignment, a protected available employee will be called to fill the vacancy. If there is no protected employee available to fill the vacancy, the position will be blanked and the remaining crew members will finish that tour of duty, receiving the Special Allowance and the Productivity Fund will be credited.

(c) Not Completing Shift. In the event that any member of a yard crew consisting of one foreman and two helpers (one helper position is blankable), discontinues duty before completion of the crew's tour of duty, the remaining two crew members may be required to work not to exceed 90 minutes if a protected employee is available. The Carrier may elect to tie the crew up rather than call a replacement. In the event no protected employee is available, the remaining two crew members may be required to work on a reduced crew basis, receiving the Special Allowance and the Productivity Fund will be credited.

Section 2. The following shall apply on an operating division at such time as there are no protected yardmen furloughed on that division:

(a) Both Helper Positions Must Fill. Where a yard crew consists of a foreman and two helpers (both helper positions are "must-fill" as a result of Carrier designation or bulletin due to safety and requirements of the service), and one member fails to report for duty or discontinues duty before completion of the crews' tour of duty, the remaining two crew members will not be required to start work or

continue to work as a reduced crew (except to take the engine to the tie-up point).

(b) Not Reporting. In the event a member of a yard crew consisting of one foreman and two helpers (one helper position is blankable), fails to report for duty, the remaining two crew members may be required to start work. If the foreman fails to report, a qualified foreman on same crew will be used. If there is no qualified foreman, existing Schedule Rules will apply.

Should the absent member fail to report within one hour from the on-duty time, the remaining crew members will finish that tour of duty receiving the Special Allowance and the Productivity Fund will be credited.

(c) Not Completing Shift. In the event a yard crew member leaves the job due to sickness, injury or other compelling reason, during a tour of duty and the remaining two crew members are required to continue working in excess of one hour or to complete that tour of duty, they shall receive the Special Allowance and the Productivity Fund will be credited.

Q-1: Under Section 2(b), what will be the compensation of the helper who is stepped-up to the foreman's position?

A-1: The helper so stepped-up will be compensated the foreman's rate in accordance with Schedule Rules.

Q-2: Under Section 2(b), how will the employee be compensated who failed to report at the start of shift, but who reports within one hour after the start of the shift?

A-2: Such employee would be compensated for actual time worked, at the rate of pay of the position actually worked. The employee may be permitted to receive a basic day's pay in those situations where the Carrier determines the employee's excuse for reporting late is reasonable.

Q-3: Under Section 2(b), what compensation will be paid to the employees of a crew, a member of which reports for work an hour, or greater, after the start of the shift?

A-3: The employees working from the beginning of the shift will be compensated at the rate of pay of the position worked in

accordance with the Schedule Rules; the employe reporting late for service is not entitled to service or compensation for that shift; and those two crew members who work the shift will receive the Special Allowance and Productivity Fund will be credited.

Q-4: Under Section 2(b), may a crew member who reports for work an hour, or greater, after the start of the shift be allowed to work under any circumstances?

A-4: The crew member may be permitted to work in those situations where the Carrier determines the crew member's excuse is reasonable and justifies allowing the crew member to work.

Q-5: Under Sections 1(c) and 2(c), if a member of a yard crew discontinues duty before completion of the crew's tour of duty and protected employes are available, must the Carrier call a replacement?

A-5: Yes, but the remaining two crew members may be required to work not to exceed 90 minutes and will not receive the Special Allowance and the Productivity Fund will not be credited. In addition, the Carrier may elect to tie the crew up.

ARTICLE IV - TRAIN LENGTH LIMITATION FOR REDUCED CREWS

Section 1. Car Limits. Except as otherwise provided herein, the following car limits shall be made effective in road freight service:

(a) Less Than Seventy-Two Cars. Trains of one to seventy-one cars but not to exceed 4,015 feet in length, including caboose(s) may be operated with a reduced crew of one conductor and one brakeman, subject to other provisions of this Agreement.

(b) Less Than One Hundred Twenty-Two Cars. Trains of seventy-two to one hundred twenty-one cars but not to exceed 6,840 feet in length, including caboose(s), may be operated with a reduced crew of one conductor and one brakeman by agreement between the appropriate UTU Local Chairman and local carrier officer with the approval of the General Chairman and Carrier's Director of Labor Relations.

(c) Exceeding One Hundred Twenty-One Cars. Trains consisting of more than one hundred twenty-one cars or exceeding 6,840 feet in length, including caboose(s), will be operated with a standard crew.

(d) Train Length Determination. The conductor will be furnished a train list showing the number of cars in his train and the length of his train before departing the initial terminal on each trip.

Where requested by appropriate UTU Local Chairman, train length markers will be provided at a terminal for the purpose of providing each train crew an accurate method of determining the length of their train before departing the initial terminal. The Local Chairman and the appropriate Superintendent will agree upon the location of such markers. This paragraph applies to Fremont, Nebraska, also.

Q-1: Do the car limits and train length provisions of this Section apply to assignments which could be manned by one conductor and one trainman under the terms of the March 1, 1968 Agreement?

A-1: Yes.

Q-2: Do car limits and train length provisions apply to all trains operated between two points in road freight service?

A-2: Yes.

Q-3: Was it intended to include locomotives in determining the length of train or car count?

A-3: No, unless the units are entrained and are not a part of the engine consist. Helper and/or remote control units would also be excluded in determining the length of train or car count.

Q-4: In reference to Section 1(a), above, does the car limitation of 1 to 71 cars only apply to trains out of the initial terminal for a crew?

A-4: No, the number of cars handled at any one time in movement over the road between any two points enroute will not exceed the maximum 71 cars as the case may be. However, if a reduced crew is assigned to operate a train, they may handle, during setting out or picking up, more than the maximum number of cars.

Q-5: In reference to Section 1(a), above, if a reduced crew leaves their initial terminal with a 71-car train or less but not exceeding 4015 feet and at a point enroute picks up additional cars which would result in exceeding the agreed-to train length limits for a reduced crew, does the penalty in the Side Letter Agreement involving train limit exceptions apply?

A-5: No. The provisions of Article II, Section 5 and interpretations of Article IV are strictly applicable.

Section 2. New Business. Except as provided in Article II, Section 1(a), new business or new service operations of trains not exceeding one hundred twenty-one cars or 6,840 feet in length, including caboose(s), such as piggyback, unit or single commodity trains, established to compete with other modes of transportation such as trucks, ships, barges and coal slurry pipeline may be operated with a crew of not less than one conductor/foreman and one brakeman/yard helper.

NOTE: The provisions of the above paragraph do not apply to pool freight or inter-divisional service.

Q-1: Would additional business generated as a result of merging with another carrier be considered new business?

A-1: No.

Q-2: May a reduced crew assigned to handle a new business shove cars of old business to the clear to get to and handle cars of new business?

A-2: Yes

Q-3: May a reduced crew assigned to handle a new business, exclusively, switch out cars of an old business in order to get to and handle cars of a new business?

A-3: No.

Q-4: An assignment regularly services an industry or industries. A new industry is later established which generates new business requiring service. May this assignment be operated with a reduced crew under the new business concept?

A-4: No, extension of the existing assignment to include the servicing of the new industry would not constitute new business.

Q-5: Are the terms "new business and new industry" interchangeable with the term "new service operation" for the purpose of this Agreement?

A-5: Yes.

Q-6: When could new business and new service qualify for using a reduced crew?

A-6: When the new business results in having to provide new service to exclusively accommodate the new business.

Q-7: When may a new road switcher assignment be considered as new business or service?

A-7: A new road switcher assignment may be operated with a reduced crew when providing new service to exclusively accommodate that new business.

Q-8: For the purpose of this Section 2, does the term assigned through freight service mean the same as pool freight service?

A-8: Yes.

Q-9: Will the Carrier notify the General Chairman in writing prior to designating a business or service operation as new business or new service?

A-9: Yes.

Q-10: After the effective date of this Agreement business increases and additional pool crews are added to the pool service. Can this be considered new business or new service operation?

A-10: No.

Q-11: Prior to the effective date of the Agreement, the Carrier handled a certain volume of coal trains from one mine to one destination, which after the Agreement doubled in volume. Would the doubling of business in this instance be considered new business?

A-11: No.

Q-12: Unit trains are moving from Industry A to Industry B. After the Agreement becomes effective, there is a change in ownership of either of the industries or both. Would that be considered new business?

A-12: No.

Section 3. Non-Revenue. Except as provided in Article II, Section 1(a), non-revenue trains such as snow-plows, work and wreck service trains may be operated with a reduced crew of not less than one conductor/foreman and one brakeman/yard helper.

NOTE 1: Protected employes available on the extra board will be called for blankable (blanked) vacancies on non-revenue trains operated in interdivisional service. In the event no protected employes are available on the extra board, non-revenue trains may be operated in interdivisional service with a reduced crew and the car limits and train lengths set forth in this agreement will not apply.

NOTE 2: Work and wreck service, as referred to herein, shall not apply to through freight or interdivisional through freight service crews performing work train or wrecker service during their tour of duty.

Q-1: Can a reduced crew handling a non-revenue train (work or wreck train) be required to handle a revenue car?

A-1: No.

Section 4. Hours of Service Relief Crews. Except as provided in Article II, Section 1(a), Hours of Service relief may be performed by a crew of not less than one conductor and one brakeman. Car limits and train lengths set forth in this agreement do not apply to reduced Hours of Service relief crews, except that if the train consists of more than 71 cars or 4,015 feet, no work, other than bringing the train to the terminal intact, will be performed enroute to the terminal.

Reduced yard crews may also make hours of service relief in accordance with National Agreement dated August 25, 1978.

NOTE: The phrase "bringing the train to the terminal intact" shall mean the relief crew while in road territory is limited to the handling necessary to move the train into the terminal.

Q-1: May the Carrier call a reduced crew to perform relief service when the train to be relieved has a required standard crew?

A-1: Yes, in accordance with the provisions of Article II, Section 1, and provided no other work is performed, such as switching, setting out and/or picking up, etc. The train must remain intact into the terminal.

Q-2: In reference to Question above, would this restriction apply if the train relieved did not require a standard crew?

A-2: No.

Q-3: In situations where relief service is protected by first-out through freight crews instead of an extra board, would all members of a 1 and 2 crew be used for the relief service?

A-3: Yes, the crew consist of the through freight crew in this instance would not be broken.

Q-4: 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 in Article IV, Section 1 hereof apply to the relief crew?

A-4: Yes, because the train had not departed its initial terminal.

Q-5: Does this Section 4 give the Carrier the right to establish assignments consisting of one conductor and one brakeman to be used exclusively to relieve crews whose time has or will expire under laws limiting Hours of Service?

A-5: No, not as long as protected employes are available.

ARTICLE V - MANNING OF CERTAIN VACANCIES ON ROAD AND YARD
MUST-FILL POSITIONS

Section 1. The Five Day Work Week ("Supplement") - Yardmen (Item 6(B) of the Yard Schedule effective November 1, 1972) is amended by the addition of the following to Section 12(g):

(a) Must-Fill Yard Vacancy. When there are no protected yardmen furloughed and no extra yardmen available on the extra board and there is a known must-fill yard vacancy, the junior available protected yard helper holding a blankable yard helper position in the same starting time bracket at the same starting point within the terminal will be required to fill the must-fill position for one tour of duty. If no protected yard helper is holding a blankable yard helper position in the same starting time bracket at the same starting point, the junior available protected yard helper holding a blankable yard helper position in the same starting time bracket at another starting point within the terminal will be required to fill the must-fill position for one tour of duty.

Available, protected helpers required to fill a position in accordance with this Section (1)(a) will be paid an allowance of 3 hours at the pro rata rate in addition to all other earnings. If a protected yardman is not used on the vacancy for which held, such yardman will be paid loss of earnings in lieu of such allowance (this shall not be construed as allowing the moving of a yard helper from a blankable position in one starting time bracket to a must-fill position in another starting time bracket).

NOTE 1: This amendment shall be titled 12(g)(1)(a). The present 12(g)(1) shall be titled 12(g)(1)(b).

NOTE 2: In applying Section 12(g), 12(g)(1)(a) shall be applied before 12(g)(1)(b).

Q-1: Does the wording in Article V, Section 1(a), reading "same starting time bracket" mean the time periods referred to in existing starting time rules?

A-1: Yes.

Q-2: If the yard extra board consisted of one protected yardman first out and no other extra board yardmen available and a blankable vacancy existed on the 6:30 a.m. assignment and a must-fill vacancy on the 8:00 a.m. assignment, how would the extra yardman be handled?

A-2: The protected extra yardman would be called for the 6:30 a.m. blankable assignment and if he is then the junior employe working a blankable vacancy in the same starting time bracket he would be held back to the 8:00 a.m. assignment and allowed the three hours penalty.

Q-3: May an extra protected yardman be held for a known must-fill vacancy outside the starting time bracket for which he stood?

A-3: No.

Q-4: There is a must-fill vacancy and a blankable vacancy on a 3:30 p.m. assignment and also a must-fill vacancy on a 4:00 p.m. assignment. How would these vacancies be filled from the extra board that is lined up with a protected extra yardman first-out, a non-protected extra yardman second-out and a protected extra yardman third-out?

A-4: The first-out protected extra yardman would be called for the must fill 3:30 p.m. vacancy and the third-out protected extra yardman would be called for the 3:30 p.m. blankable vacancy and the second-out non-protected extra yardman would be called for the 4:00 p.m. must-fill vacancy account the non-protected extra yardman would have no right to a blankable vacancy.

Q-5: Under the foregoing example, if the extra board was lined up with the first two as protected extra yardmen and the third as a non-protected extra yardman, how would such vacancies be filled?

A-5: The 3:30 p.m. must-fill and the 3:30 p.m. blankable vacancy would be filled by the first- and second-out protected extra yardman and the 4:00 p.m. must-fill vacancy by the third-out non-protected extra yardman.

Q-6: In reference to second yardmen positions, how will extra engines be treated?

A-6: The terms of this Crew Consist Agreement apply to both regular and extra yard assignments.

Q-7: What is the meaning of the word "terminal" as used in Article V, Section 1(a)?

A-7: The term "terminal" applies to the entire geographical territory encompassed within the switching limits of a given location. Kansas City Terminal, for example, contains a number of yards.

Q-8: Is the Carrier permitted to require a yardman to move from one yard to another to fill a must-fill position?

A-8: No, except within same terminal limits.

Q-9: If the Carrier requires a yardman to move from one yard to another yard within the same terminal limits to fill a must-fill position, will the Carrier furnish transportation?

A-9: Yes, if requested.

Q-10: If there are four jobs each with two vacancies, one must-fill and one blankable on each job, and the jobs have the same starting time, how will these vacancies be filled?

A-10: The following example sets forth the procedure to be used:

<u>Job</u>	<u>On-Duty Time</u>	<u>Extra Board</u>	<u>Filling Vacancies</u>
Job 101	8:00 A.M.	(1) P	B/H (1) B/H (2)
Job 102	8:00 A.M.	(2) P	B/H (3) B/H (4)
Job 103	8:00 A.M.	(3) NP	B/H (5) B/H (7)
Job 104	8:00 A.M.	(4) P	B/H (6) B/H (9)
		(5) NP	
		(6) NP	
		(7) P	
		(8) NP	
		(9) P	

Q-11: If there are four jobs with the same on-duty time and the following vacancies, how will these jobs be filled?

A-11: The following example sets forth the procedure to be used:

<u>Job</u>	<u>On-Duty Time</u>	<u>Extra Board</u>	<u>Filling Vacancies</u>
Job 101	8:00 A.M.	(1) P	Regular B/H (1)
Job 102	8:00 A.M.	(2) P	B/H (2) B/H (4)
Job 103	8:00 A.M.	(3) NP	B/H (3) B/H (7)
Job 104	8:00 A.M.	(4) P	Regular B/H (9)
		(5) NP	
		(6) NP	
		(7) P	
		(8) NP	
		(9) P	

Section 2. (a) Must-Fill Road Vacancy at Extra Board Point. When there are no protected brakemen furloughed and no extra brakemen available and there is a known must-fill road vacancy, the most junior available road brakeman, holding a road brakeman position at that location will be stepped up to fill the position for one trip or tour of duty.

(b) Must-Fill Vacancy at Far Terminal. At the away from home terminal, if there is a known must-fill brakemen's vacancy on the first out pool freight crew, a brakeman regular or extra from the following turn will be stepped-up to the must-fill vacancy and returned to his regular turn or extra board position upon arrival at the home terminal. The extra brakeman will be placed back on the extra board in his relative position had he not been stepped-up. In all cases seniority will govern as to which employee is stepped-up, that is the senior brakeman on the following turn will have his option if he desires to be stepped-up.

In the application of this paragraph (b), it is understood that such trainmen will be used only on assignments operating to the home terminal and that subsequent trainmen will not be stepped up to fill a vacancy on a crew from which a trainman has been stepped-up in order to make that crew a standard crew.

Q-1: Is it the intent to reduce a standard crew at the away-from-home-terminal when such crew is called for a train only requiring a reduced crew by deadheading the second trainman home?

A-1: No.

Q-2: Under what conditions would a reduced crew out of the away-from-home-terminal be returned to the home terminal as a standard crew?

A-2: As provided in Article IV.

Q-3: Does this provision permit the Carrier to operate a reduced crew contrary to the provisions of the Agreement?

A-3: No.

(c) When a conductor is left without brakemen on his crew as a result of the Carrier stepping-up brakeman/brakemen at the far terminal and there are no rested brakemen from the same source of supply to be stepped-up (at the time he would normally be called), the conductor may be deadheaded home at that time. The conductor will not receive the special allowance but the Productivity Fund will be credited.

(d) Conductors will not be stepped-up to be used as brakemen and will not be censured or disciplined for refusal to do so.

(e) A brakeman stepped-up under this Section 2 will be paid the earnings of his original assignment or his stepped-up assignment, whichever is greater, plus an additional 50 miles.

Q-1: Do the earnings of his original assignment or his stepped-up assignment whichever is the greater mean all penalty payments including held time, arbitraries, etc.?

A-1: Yes.

Q-2: Is it understood that when stepping up to fill a conductor's vacancy at the far terminal that only working conductors will be stepped up and the stepped-up conductor will be compensated under the Conductor Used Off Assignment Agreement?

A-2: Yes.

Section 3. In the application of this Article V, employees who are not available to be stepped-up or rearranged will not be censured or disciplined.

Section 4. Other than as provided in this Article V, Section 1, an employee will not be held for a must-fill vacancy.

Q-1: A brakeman is not available to step up from a following turn at the away-from-home-terminal. May a brakeman on a

preceding turn be held for a must-fill vacancy on a following turn?

A-1: No.

Section 5. Extra Board Regulations.

(a) Extra lists will be regulated in accordance with existing rules and practices.

(b) The Carrier will maintain a sufficient number of employees to permit authorized lay-offs and to protect must-fill vacancies, vacations, personal leave days and other extended vacancies.

The following questions and answers apply to Article V where combination extra boards are maintained:

Q-1: There is a must-fill vacancy in road service and a must-fill vacancy in yard service with the same on-duty time. On which vacancy would the first-out employee on a combination road/yard extra board be used?

A-1: The first-out employee would have an election.

Q-2: There is a must-fill vacancy in road service and a blankable vacancy in yard service with the same on-duty time and the first-out employee on the combination extra board is protected. On which vacancy will the protected employee be used?

A-2: The first-out employee would have an election, providing the second-out employee is also protected. However, if followed by a non-protected employee, the protected brakeman would be required to take the blankable vacancy.

Q-3: There is a blankable vacancy in yard service and a blankable vacancy in road service with the same on-duty time and the first-out employee on the combination extra board is protected. On which vacancy will the protected employee be used?

A-3: The first-out protected employee will have an election.

ARTICLE VI - BULLETINS ROAD AND YARD SERVICE

Section 1. Blankable vacancies shall be designated by bulletin as "blankable" signifying that such vacancy or vacancies are open to bid or application only from protected employees.

Section 2. Where Schedule Rules provide that such vacancies must be bulletined and no bid is received for a blankable vacancy from an eligible protected employee during the bulletin period and protected men are furloughed, the junior protected man assigned to the extra board will be assigned to the vacancy.

If there are no protected employees furloughed and no protected employee bids on the bulletin for a blankable vacancy, the vacancy will not be rebulletined and may thereafter be filled only by an eligible protected employee having the right to such position under Schedule Rules. Such vacancy will be rebulletined on written request of the Local Chairman.

Section 3. Schedule Rules provide that vacancies in pool freight service are not advertised by bulletin and are filled by application. If no application is received for a blankable vacancy from an eligible protected employee, the vacancy will be filled by assigning the senior protected employee that is on the extra board.

Section 4. Where Schedule Rules provide for the designation of "head" and/or "rear" brakeman by bulletin, such designation will not be applicable when a crew is bulletined for a conductor and one brakeman only. Where a crew is bulletined for a conductor and one brakeman and later (account train length or workload), converts to a conductor and two brakemen, schedule rules will prevail as to "head" or "rear" position.

Section 5. When a crew works as a reduced crew as provided in this Agreement, the "head" or "rear" brakeman designation will not apply. When a standard crew is used, schedule rules will prevail as to "head" or "rear" position.

NOTE: This will not modify or change the application of Rules 92-23 and 24 on the St. Joseph and Grand Island Subdivisions and those districts which have "strict seniority" agreements.

Q-1: Is it necessary to bulletin a blankable brakeman/yardman position?

A-1: Yes, if required by Schedule Rules.

Q-2: Will blankable second brakeman/yard helper positions continue to be bulletined?

A-2: Yes, until no bids are received on such positions from protected employees, in which event the positions will be blanked.

Q-3: May protected employees exercise seniority to blankable positions under bulletin in accordance with Schedule Rules or Agreements?

A-3: Yes.

Q-4: Does a protected employee retain the right to take a blanked or blankable position even though it was passed up previously?

A-4: Yes, provided he is entitled to an exercise of seniority under the applicable Schedule Rules.

Q-5: When the Local Chairman requests that a blanked position be rebulletined, will the blanked vacancy be filled from the extra board during that bulletined period?

A-5: No, but a protected regular or extra brakeman may fill the job for the life of the bulletin.

Q-6: May the local chairman request a blanked position be rebulletined without a request from an interested employee desiring the vacancy?

A-6: Yes, provided the local chairman must identify which particular blanked vacancies he desires bulletined in both road and yard service.

ARTICLE VII - RADIOS

Section 1. Reduced Crews. Operable portable radios shall be furnished all members of reduced crews.

Section 2. (a) Yard Service. Portable radios for use of and carried by ground service employes in yard service will not exceed three (3) pounds 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.

(b) Road Service. The size and weight of portable radios used by ground service employes in road service will not exceed that presently in use, and portable radios hereafter purchased for use in this class of service will be of the minimum size and weight necessary to insure safe and adequate communication. This is not intended to require the purchase of radios weighing less than three (3) pounds.

(c) Employes will not be held responsible for accidents caused by failure of radio equipment to properly function or the failure to receive a transmission. Employes that are using a radio and a member of the crew fails to receive a transmission and an accident should result, no member of the crew will be disciplined. Carrier will be responsible for maintenance of radios and employes will not be held responsible for failure or malfunction of radio equipment.

Section 3. Channels. Sufficient frequency channels will be utilized to provide safe communication.

Q-1: If the portable radio fails en route, will the crew continue to its terminal?

A-1: Yes.

Q-2: Will the engine radio and/or the caboose radio be classed as the portable radio for the brakeman/yardman and the conductor/foreman on a reduced crew?

A-2: No.

Q-3: Is it fully understood that no reduced road/yard crew will be operated on any seniority district unless all members of the crew have operable portable radios?

A-3: Yes.

Q-4: Is it fully understood that road and yard crews will not be required to start work as a reduced crew if an operable radio is not furnished to all members of the crew, and the crew will not be censured or disciplined in any manner for refusal to do so?

A-4: Yes.

ARTICLE VIII - SPECIAL ALLOWANCE

On the effective date of this Agreement, road freight train and yard service crew members, both protected and non-protected employees, working on reduced crews, shall be paid an additional Special Allowance of \$7.32, as adjusted, for each tour of duty worked, as compensation for the additional services and responsibilities assumed with the operation of a reduced crew. The \$7.32 Special Allowance is subject to all future wage and cost-of-living allowance increases becoming effective on or subsequent to the date of this Agreement.

Q-1: Does the Special Allowance apply only to a single yard tour of duty or a single (one-way) road freight service trip?

A-1: Yes.

Q-2: Will any single yard or road assignment required to work as a member of a reduced crew be allowed the special allowance?

A-2: Yes.

ARTICLE IX - PRODUCTIVITY FUND

Section 1. (a) Company Contribution. For each yard tour of duty or road freight service trip that a crew is operated with a conductor or foreman and one 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 and is to be considered as an account or trust of and for the protected employees as sharing in Productivity Savings. The \$48.25 payment into the Employees' Productivity Fund is not subject to wage and cost-of-living allowance increases.

(b) Productivity Accounts. Separate employee Productivity Accounts shall be maintained for each defined district as determined by the General Committee of Adjustment and Director of Labor Relations. At the end of each year, each protected employee performing service in that particular district will share in the division of the Employees' Productivity Fund, according to the number of yard tours of duty or road freight trips worked in that district during that calendar year. For equity purposes, each paid vacation day, holiday, guarantee day under Rule 59 and personal leave days taken by an employee will be considered as a yard tour of duty or road freight train trip to be credited in computing the employee's share of the Productivity Fund.

(c) Limitation. 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 said employee's total compensation for that calendar year.

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 the employee's total compensation for that calendar year.

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 during such calendar year will not be included in the computation.

(d) Guarantees. Payment made to protected employees out of the Productivity Fund shall not be used in the computation or offset of any monetary guarantees.

(e) Vacation Pay. Payments made to protected employees out of the Productivity Fund shall not be included

in the compensation used as a basis for determining vacation pay.

(f) Part-Time Employment. A part-time UTU officer or representative who is unable to work his assignment in road freight or yard service due to being engaged in official union business will receive credit for such days (of service) or tours of duty lost toward the number of days shared in the Fund. Verification for credits earned will be furnished by the United Transportation Union.

A Carrier officer or Union officer/representative who works a part of the year in the craft of conductor, brakeman or yardman will receive credit for the number of trips or tours of duty toward the number of days shared in the Fund.

Section 2. Computation of Shares. The value of the employee's share in the division of the Productivity Fund, calculated according to the number of yard tours of duty or road freight trips worked at the end of each year, will be determined in accordance with the following example:

EXAMPLE:

Amount in Fund at the end of year.....\$2,820,408.00
Number of protected employes.....621
Total number of road freight
service trips and yard tours of
duty by protected employes only.....66,208

$\$2,820,408 : 66,208 = \42.60

Each protected employe receives
\$42.60 x the number of his trips
or tours of duty, e.g. 221 trips x 42.60=\$9,414.60

One-Third Cap Limitation:

EXAMPLE:

A protected employe earns \$27,000 for service performed. The employe's payment from the fund for the year could not exceed \$9,000.00 (1/3 of \$27,000.00).

Section 3. Productivity Fund Phase-Out. The Company's regular pay period cash deposits to the Employees' Productivity Fund may be discontinued after the actual dollar amount deposited is equal to not less than the full amount required to pay all protected employes a full one-third (1/3) 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 is not adequate to pay all monies due under this Agreement, the Company will make up the deficit.

Section 4. Productivity Fund Agreement. The necessary arrangements for the establishment and administration of the Employees' Productivity Fund in compliance with ERISA and other legal requirements will be finalized within one hundred twenty days from the effective date of this Agreement.

Q-1: Do the special allowance and the Employees' Productivity Fund payment apply to held time, runarounds, deadheads, call and release (no work performed), guarantees, holiday pay when service not performed on holiday, personal leave pay, vacation pay, penalty days paid due to violation of agreement rules, and the like?

A-1: As a general rule, no. These payments cover road service trips and yard tours of duty actually worked where the additional responsibility in working with a reduced crew is involved. However, Q-2/A-2 and Q-5/A-5 provide the exceptions.

Q-2: Will a deadhead trip by a reduced crew (one conductor and one brakeman) result in the Productivity Fund being credited?

A-2: Yes. However, the Special Allowance will not be paid.

Q-3: Will a relief deadhead trip made by an employe (single individual) be taken into account as a credit share in the Productivity Fund?

A-3: Yes.

Q-4: Will a compensable deadhead trip made by either a full or reduced crew be taken into account as a credit share in the Productivity Fund?

A-4: Yes.

Q-5: In reference to Article V, Section 2(c), and the conductor is left alone and deadheaded to his home terminal will the Productivity Fund be credited and allowed the special allowance and will this tour of duty be counted as a credit share in the Productivity Fund?

A-5: The Productivity Fund will be credited but the employe will not be allowed the special allowance. The employe will receive a credit share in the Productivity Fund.

Q-6: Do the number of days not worked while protecting the extra board go to the credit of the protected employe toward the number of tours of duty credited for the purpose of sharing in the Productivity Fund?

A-6: No, only actual service performed in freight or yard service is so credited.

Q-7: Will tours of duty in road or yard service on single position assignments such as pilots, skatemen, switch tenders and car retarder operators worked by protected employes be credited in computing their share of the Productivity Fund?

A-7: Yes, but the employes do not receive the special allowance nor will the Productivity Fund be credited.

Q-8: Under Article III, Sections 1(a) and (b) of the June 25, 1964 National Agreement, Manning Self-Propelled Machines, do the reduced crew conditions apply?

A-8: No, but trainmen/yardmen working assignments covered by that Agreement will receive a credit share in the Productivity Fund.

Q-9: Does a reduced crew that is called on duty, performs service (work), and is subsequently released, qualify for the special allowance and will the Productivity Fund be credited?

A-9: Yes, if service (work) is actually performed by the reduced crew. The special allowance will be allowed and the Productivity Fund will be credited. If no service (work) is performed, the crew will not qualify for the special allowance nor will the Productivity Fund be credited even though the crew qualified for a payment under Schedule Rules.

NOTE: The phrase "service (work)" shall mean, in accordance with the accepted meaning of that phrase on this property, the performance of actual work in connection with their train. Among the items not considered work are reporting for duty, registering, getting bills, getting train orders; etc.

Q-10: How many shares will be credited for each week of vacation taken by a protected employe in road freight or yard service?

A-10: Seven.

Q-11: 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 his estate or beneficiary?

A-11: Yes, when disbursements are made.

Q-12: Will the loss of earnings from the Carrier by a part-time Union Officer who is unable to work in road freight or yard service due to performing official union work be computed in arriving at the 1/3 cap as provided in Article IX?

A-12: Yes, and it shall be the Organization's responsibility to timely advise the Carrier in writing with the necessary information.

Q-13: Does the Productivity Fund apply only to a single yard tour of duty or a single (one-way) road freight service trip?

A-13: Yes.

ARTICLE X - PERSONAL LEAVE

Section 1. Road Freight Service Allotment. On the effective date of this Agreement, 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</u>
Less than five (5) years	2 days
5 years and less than 10 years	4 days
10 years and less than 15 years	6 days
15 years and less than 20 years	8 days
20 years and more	11 days

Personal leave days may be taken one or more, at any time upon written notice given 2 hours prior to calling time to an appropriate Carrier officer or his designated representative. The employe will be paid one basic day at the rate of the last service performed for each personal leave day.

Personal leave days will be awarded on a fiscal year basis rather than a calendar year basis. The effective date of this Agreement, August 1, 1984, shall be the first day of the fiscal year and July 31, 1985 shall be the last day of the fiscal year and each succeeding fiscal year shall be August 1 through July 31.

Section 2. An employe off account personal leave days will advise Carrier when ready to return to duty. However, any employe who is absent 31 consecutive days or more, excluding vacation period and personal leave, must be protected by an authorized leave of absence.

Time off by an employe at the expiration of personal leave days shall not be treated the same as personal leave days in filling such vacancy or vacancies.

Section 3. Blanked Vacancy. When a member of a standard crew is on personal leave day, if the position is not a must-fill position, the assignment may be operated with a reduced crew. The remaining two crew members will be required to work and receive the special allowance and the productivity fund will be credited.

A personal leave vacancy will be considered as blanked, unless it is a must-fill position.

Section 4. Non-Covered Service. An employe who exercises seniority from passenger or yard service to road freight service and qualifies for personal leave, shall be entitled to one or more personal leave days after performing a tour of duty in road freight service.

Section 5. Holiday Offset. The number of personal leave days in any calendar year each road freight service employe is entitled to shall be reduced by the number of paid holidays received.

Section 6. Personal leave days will be counted as qualifying days for vacation purposes.

Section 7. Granting Personal Leave. The number of employes permitted to be off on personal leave will recognize the requirements of the service and their seniority, assuring that must-fill positions will be filled either from available extra employes or from the source of employes on blankable positions. If the personal leave vacancy involves a must-fill position, such vacancy will be filled as provided in this Agreement.

Section 8. Carry-Over. Where the requirements of the service do not permit the taking of personal leave days in accordance with a request, the appropriate Carrier representative will refuse in writing to grant the request. The number of personal leave days so requested and not granted may be carried over, but must be requested in writing and granted prior to February 1 of the following year. In lieu of carrying the requested personal leave days over to the next fiscal year, an employe may make further requests to take such personal leave days in the first year.

The following questions and answers apply to this entire Article X:

Q-1: In the year 1984, an employe with a seniority date of November 28, 1969 will have fifteen years seniority. Will the employe be eligible for eight days personal leave in 1984?

A-1: Yes.

Q-2: In reference to the above, if the employe took one or more personal leave days prior to November 28, 1984 (anniversary date) then would the employe be eligible for only six days in 1984?

A-2: No, except that two additional days could not be taken until after November 28, 1984.

Q-3: An employe has twenty-three years of service which includes five years in a craft other than trainman. Does this make the employe eligible for eleven personal leave days?

A-3: No, the years of service must be in the craft of conductor, brakeman/yardman.

Q-4: An employe has five years of service as of July 28, 1985, and is entitled to four personal leave days, but there are only three days remaining in the fiscal year. After taking three personal leave days, may he then carry the fourth day over into the next fiscal year?

A-4: No.

Q-5: An employe who will have five years of service on September 1, 1984 takes two personal leave days prior to that date. Is he entitled to an additional two personal leave days after September 1, 1984?

A-5: Yes.

Q-6: If an employe on a job that qualifies for holiday pay fails to qualify on one of the holidays, does this reduce his personal leave days?

A-6: No.

Example: A 20-year employe is on an assignment qualifying for holiday pay. While the employe was on the assignment there were four holidays. The employe earned two paid holidays and failed to qualify for two paid holidays. He then takes a job that does not qualify for holiday pay. How many personal leave days is the employe entitled to?

He would be entitled to 9 personal leave days but would not be entitled to more than 11 personal leave/holidays through a combination of the two.

Q-7: What is the maximum number of personal leave days/paid holidays which an employe may receive in a fiscal year?

A-7: In no event may an employe accrue more than eleven days personal leave and/or holiday pay.

Example 1: An employe with more than five years and less than ten years of service is on an assignment qualifying for holiday pay and earns six paid holidays. Should he take a job that does not qualify for holiday pay, he would be entitled to four personal leave days.

Example 2: An employe with more than five years and less than ten years of service is on an assignment qualifying for holiday pay and earns seven paid holidays. Should he take a job that does not qualify for holiday pay, he would be entitled to four personal leave days.

Example 3: An employe with twenty years of service is on an assignment not qualifying for holiday pay and takes 11 personal leave days. Should he take a job that qualifies for holiday pay, he would not be entitled to holiday pay.

Example 4: An employe with twenty years of service is on an assignment not qualifying for holiday pay and takes six personal leave days. Should he take a job that qualifies for holiday pay, he would be eligible for five holiday pay opportunities.

Q-8: A qualifying road man is denied five (5) personal leave days while occupying an assignment not covered by the National Holiday Rules. In subsequent months of that fiscal year, the employe is forced to move or exercises seniority to an assignment covered by the National Holiday Rules and remains in that service. May this employe carry over the personal leave days previously denied him to the following fiscal year?

A-8: Yes, such personal leave days may be carried over subject to adjustment for the holidays credited to the employe in that year and to the limitation set forth in Q-4 and A-4 of this ARTICLE X.

Q-9: If personal leave days are carried over into the following fiscal year and the employe requests in writing the personal leave days prior to January 1 of the

following fiscal year as provided in Section 8, is it mandatory that his request be granted?

A-9: Yes.

Q-10: If an employe carries over personal leave days as provided in Section 8, will such employe be permitted to take his personal leave days even though he is holding, at the time, an assignment qualifying for holiday pay?

A-10: No, so long as the employe is holding an assignment qualifying for holiday pay, such employe will not be permitted to take carry-over personal leave days. However, should the employe be unable to exercise seniority to return to an assignment not qualifying for holiday pay prior to the carry-over deadline date, the Carrier shall compensate the employe for the unused personal leave days in accordance with the terms of this agreement. Should the employe elect not to exercise seniority to an assignment not qualifying for holiday pay prior to the carry-over deadline date, the employe shall forfeit the carry-over personal leave days.

Q-11: Personal leave is granted to an employe holding a blankable assignment in freight service. Prior to his assignment being called the employe is displaced by a senior employe, may the assignment still be blanked?

A-11: If the employe making the displacement is rested and available he would be permitted to work and the position would not be blanked and the employe granted the personal leave would be permitted to take the entire personal leave that was requested and granted. However, if the displacement is made after the assignment of the employe granted personal leave is called, the one trip or tour of duty may be blanked.

Q-12: A trainman holding a regular position in through freight service requests four personal leave days. The employe's

regular turn is called for 11:00 p.m. on the 1st. When do the personal leave days start?

A-12: 12:01 a.m., the 1st.

Q-13: In reference to the above, the employee's regular assignment is again called on duty at 8:00 p.m. on the 4th. Does this mean the employee cannot return to work on regular assignment because personal leave days are not up until 12:00 Midnight on the 4th?

A-13: Yes.

Q-14: May an employee request four personal leave days and after two days are taken, request to go back to work and be charged with only two personal leave days?

A-14: No, once personal leave days are granted, they cannot be cancelled by either the employee or the Carrier.

Q-15: Is an employee who starts personal leave "off" until reports?

A-15: Yes, see Section 2 of Article X.

Q-16: Would an employee have to obtain a leave of absence if he laid off 15 days, took 7 days personal leave days, 7 days vacation, laid off 15 days, vacation 7 days then laid off an additional 30 days?

A-16: No.

Q-17: Are the personal leave day or days intended to commence on a day when the employee would otherwise stand to work?

A-17: Yes.

Q-18: May an extra board employee designate personal leave day or days desired and the first day on which he otherwise would have worked or deadheaded be the first day charged for commencement of his personal leave?

A-18: Yes.

Q-19: In reference to extra board employes taking personal leave from filling an outside vacancy, where the deadhead trip is taken as a personal leave day, how will compensable deadhead payments apply?

A-19: If the employee is required by Schedule Rules to report to the outside point upon return from personal leave, the employee will not be entitled to deadhead pay for that trip. However, the returning deadhead will be governed by applicable schedule rules.

Q-20: A yardmaster forfeits his yardmaster's seniority and exercises his brakeman/yardman seniority into train service. What would be his entitlement to personal leave days?

A-20: If the employee goes directly into road service, he shall have the number of personal leave days to which entitled according to his seniority. If the employee goes first to yard service and then to road service, the number of personal leave days shall be reduced by the number of paid holidays received.

Q-21: In reference to the above, would the same conditions apply to an officer of the Company who relinquishes his officer position and exercises his retained UTU trainman's seniority, an employee exercising retained UTU trainman's seniority returning after an extended leave of absence or an employee exercising UTU trainmen's seniority in accordance with Section 3 of Article VIII of the August 25, 1978 UTU National Agreement?

A-21: Yes.

Q-22: If an employee holding a regular assignment working Monday through Friday with designated rest days of Saturday and Sunday, requests four (4) personal leave days commencing with Friday, would the four (4) personal leave days granted include the employee's Saturday and Sunday rest days?

A-22: Yes, they must be taken consecutively.

- Q-23: May two or more members of the same crew be granted personal leave at one time?
- A-23: Yes, however, requirements of service and seniority will prevail.
- Q-24: While on personal leave, may an employee be granted an extension?
- A-24: Yes, provided request is made prior to the expiration of existing leave.
- Q-25: A personal leave vacancy is a blanked vacancy. Does this mean such vacancy is not to be filled?
- A-25: The vacancy need not be filled unless it is a must-fill vacancy.
- Q-26: When protected men are on furlough, must personal leave vacancies be filled?
- A-26: No, unless it is a must-fill vacancy.
- Q-27: On what basis will the employee taking personal leave be compensated?
- A-27: The employee taking personal leave will be paid one basic day's pay at the rate of the last service performed for each personal leave day taken.
- Q-28: Does the car increment rate apply when an employee is being paid a basic day for personal leave if the last service was through freight at the 126-car rate?
- A-28: No, payment will be made at the basic rate of the last service performed for each personal leave day or days.
- Q-29: How will the initial vacancy or subsequent vacancies created by the extra board/ combination extra board employee's personal leave be treated?
- A-29: The initial vacancy for which such employee stood may be blanked for the personal leave vacancy if same meets the necessary criteria. The employee at the conclusion of his personal leave days and upon proper notice to the Carrier, will be placed at the bottom of the extra board.

Q-30: If an employee, regular or extra, is on personal leave when assigned to a bulletined vacancy, may the position to which assigned be blanked?

A-30: Yes, provided the vacancy to which assigned is blankable. However, the Company may blank assignments only on a one-for-one basis.

Q-31: An employee holding regular assignment in local freight service requests and is granted three days personal leave. His assignment operates A to B the first day, B to A the second day, and A to B the third day. The employee's personal leave expires after the third day while his assignment is at the far terminal which does not return until the fourth day. How will the employee be treated for markup on his regular assignment?

A-31: The employee's return to service will be in accordance with Section 2 of Article X (See Article X, Q/A-15) and Rule 46 of the current Agreement (May 1, 1983).

Q-32: Will the vacancy of a regularly assigned brakeman who is stepped-up or used off his blankable position as brakeman to fill the vacancy of a conductor who is taking personal leave be filled?

A-32: Yes, provided there are protected trainmen available to fill the vacancy.

Q-33: How will a train service employee (regular or extra) in road freight service, not covered by the National Paid Holiday Rules, qualify for entitlement of personal leave days upon entering such service from any other class of service?

A-33: All train service employees in road freight service not covered by the National Paid Holiday Rules will qualify for their entitlement of personal leave days as follows:

(a) A road service employee (assigned or Pool Freight) must make one trip or perform one tour of duty to establish qualification for his personal leave days.

(b) A road extra board or combination extra board employee must make one trip or perform one tour of duty in any class of service protected by his respective board to establish qualification for his personal leave days.

Q-34: If a passenger service employee, 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-34: Yes, subject to the one tour of duty requirement set forth in Q-33 and A-33.

Q-35: Would an employee in yard service or road service covered by Holiday Pay Rules be entitled to personal leave days?

A-35: No, as long as such employee remains in yard service or on a road assignment qualifying for holiday pay.

Q-36: An employee takes personal leave days (either all or part of his entitlement) and then returns to yard service. For how many paid holiday days is he eligible?

A-36: The employee is eligible for that number of paid holiday days which, when combined with his personal leave days taken, will not exceed a total of 11.

Q-37: An employee takes 11 personal leave days, returns to yard service and his assignment does not work on a holiday. Is he entitled to any compensation for not working the holiday?

A-37: No.

Q-38: Are personal leave days inflated for vacation purposes?

A-38: Yes.

ARTICLE XI - GENERAL.

Section 1. Voluntary Separation Allowance. To expedite attrition, the Company shall have the right to offer, in seniority order, voluntary separation allowances to protected employees in active service. In addition, protected employees in service may request, regardless of seniority, voluntary separation allowances. The Company shall determine the number of separation allowances to be granted.

Section 2. Crew Dispatcher's Daily Work Sheet and Computerized Statements. Yard Local Chairmen will be furnished a copy of the Crew Dispatchers Daily Work Sheet for the territory under their jurisdiction. Road Local Chairmen will be furnished a copy of the Crew Dispatcher's Daily Work Sheet for road crews under their jurisdiction. The General Chairman will be furnished a copy of the Carrier's Monthly Computerized Statements showing Productivity Fund trip credits. Local Chairmen will be furnished a copy of that portion of the Carrier's monthly computerized statements showing Productivity Fund trip credits which pertains to their territory.

Section 3. Regulating Level of Employment. The criteria used to maintain level of employment by the Local Representatives of the employees and the Carrier in regulating pool freight turns and road and/or yard extra boards, such as, but not limited to, mileage regulations, shall not be changed as a result of the implementation of this Agreement.

Section 4. Non-Craft Infringement. 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 (C) and (T) Agreements.

Section 5. The Carrier will furnish each train and yard employe a copy of the "Crew Consist" Agreement prior to implementation.

PART TWO

Section 1. The provisions of this Agreement shall not apply in Full Crew Law States where crew consist is contrary to the reduced crew provisions of this Agreement.

Section 2. The parties hereto recognize the complexities involved in this Agreement and, in keeping with its intent and purpose and 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 disputes arising from the application of this Agreement will be handled expeditiously in conference by the General Chairman and Director of Labor Relations. Unless otherwise agreed to, such conferences will be held promptly, and within 30 days, at the request of either party.

Section 3. (a) The terms "brakeman," "yardman," and "foreman" as used in this Agreement serve the purpose of identifying a craft or class and are not intended to denote gender.

(b) The terms "foreman" and "yard foreman" as used in this Agreement are interchangeable and the use of either implies the use of the other.

Section 4. The parties to this Agreement shall not serve nor progress, prior to the attrition of all protected employes (as those employes are defined in Section 4 of Article I of this Agreement), any notice or proposal for changing the provisions of this Agreement governing (1) pure attrition, (2) protected employes, (3) car limits and train length, (4) special allowance payment to reduced crew members, and (5) Employee Productivity Fund deposits and the administration thereof.

This Article will not bar the parties from making changes in the items listed in the first paragraph of this Section 4 by mutual agreement.

Section 5. This Agreement shall become effective within thirty days of the date the Carrier is notified by the Organization that the Agreement has been ratified and, except for the exclusions set forth in Part Two, Section 4 above, will remain in effect until changed or modified in accordance with the Railway Labor Act, as amended, and will supersede all other agreements, rules and/or understandings which are in conflict herewith.

Dated at Omaha, Nebraska, this 29th day of June, 1984.

FOR THE UNITED
TRANSPORTATION UNION:

F. G. Garga
General Chairman, UTU(C)&(T)

F. G. Garga
General Chairman

APPROVED:

J. L. Horvath
Vice President, UTU

FOR THE UNION PACIFIC
RAILROAD COMPANY:

Richard A. Munday
Director of Labor Relations

FOR THE ST. JOSEPH
TERMINAL RAILROAD:

Richard A. Munday
Director of Labor Relations



UNION PACIFIC
SYSTEM

Union Pacific Railroad
Missouri Pacific Railroad

Side Letter No. 1

August 1, 1984

Mr. F. A. Garges
General Chairman, UTU(C)&(T)
7377 Pacific, Suite 221
Omaha, Nebraska 68114

Dear Sir:

This will confirm our several discussions and our understanding that the Eastern District Crew Consist Agreement dated June 29, 1984 will have no bearing whatsoever on the administration of discipline procedures, the amount of discipline assessed and/or the administration of operating rules and/or physical examination procedures, in an effort to reduce the number of protected employees.

If, at any time, you feel that this commitment is not being honored, a conference will be promptly scheduled for the purpose of reviewing the matter. If, during such conference, it is established that the commitment set forth in the first paragraph hereof is not being honored, the Carrier will promptly take appropriate action to correct the situation.

Yours truly,

R. D. Meredith
Director of Labor Relations

M. E. Merritt
General Manager

APPROVED:

General Chairman, UTU(C)&(T)



Union Pacific Railroad
Missouri Pacific Railroad

Side Letter No. 2

August 1, 1984

Mr. F. A. Garges
General Chairman, UTU(C)&(T)
7377 Pacific, Suite 221
Omaha, Nebraska 68114

Dear Sir:

This will confirm the following understandings with regard to the provisions of the Eastern District Crew Consist Agreement referred to below:

- (1) The requirement that written notice be given two hours prior to calling time contained in Article X, Section 1 will not be enforced. However, oral requests for personal leave days will promptly be confirmed in writing by the employee.
- (2) The Crew Dispatcher, or employee acting in that capacity, is designated as the Carrier employee to whom requests for the taking of personal leave days under Article IX, Section 1 shall be directed.

It is further understood that either the Carrier or the Organization may terminate the understandings set forth in 1 and 2, above, upon 30 days written notice and following a conference for the purpose of discussing such termination held between the Director of Labor Relations and General Chairman. In the event the understanding set forth above are terminated, the applicable provisions of the Eastern District Crew Consist Agreement dated June 29, 1984 will apply.

Yours truly,

R. D. Meredith

R. D. MEREDITH
Director of Labor Relations

APPROVED:

F. A. Garges
General Chairman, UTU(C)&(T)

Side Letter No. 3

E-013-23-74-DR

A G R E E M E N T
between
UNION PACIFIC RAILROAD COMPANY - EASTERN DISTRICT
and
UNITED TRANSPORTATION UNION (C) & (T)

MODIFICATION OF SECTION 5(a) OF THE DUAL
RIGHTS AGREEMENT DATED JULY 27, 1956

It is agreed that Section 5(a) of the Agreement dated July 27, 1956, which was placed in effect on September 21, 1962, captioned "Establishment of Dual Interchangeable Seniority Rights for Employees in Train and Yard Service", and the modifications Agreement thereof dated March 13, 1968 and September 2, 1975, is changed to read:

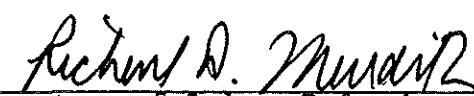
(a) Upon establishment of dual seniority in road and yard service, employees working in road service may transfer in the exercise of seniority to yard service, and vice versa, and exercise seniority in the service to which they elect to transfer subject to the condition that they make written application to the Superintendent (with copies to affected Local Chairmen), and providing their seniority will permit them to work in the service to which transferred. Such transfer shall be made effective as soon as possible, but in no event later than 17 days. Yardmen or roadmen not so handled will be granted a special allowance equal to the earnings which they would have received had they been transferred for each calendar day held after the expiration of the 17-day period (including layover and/or rest days), providing the employee is available for service on such calendar days, which shall be in addition to all compensation for actual service performed.

Dated at Omaha, Nebraska this 1st day of August, 1984.

FOR THE EMPLOYEES:


General Chairman, UTU(C&T)

FOR UNION PACIFIC RAILROAD CO.:


Director of Labor Relations

Side Letter No. 4

A G R E E M E N T

between
UNION PACIFIC RAILROAD COMPANY - EASTERN DISTRICT
St. Joseph Terminal Railroad
and
UNITED TRANSPORTATION UNION (C) & (T)
(Eastern District and St. Joseph Terminal Railroad)

IT IS AGREED that the following exception shall apply to Article IV - Train Length Limitation for Reduced Crews of the Crew Consist Agreement dated June 29, 1984:

"Car Limit Exception. Trains of seventy- two to one hundred twenty-one cars and not exceeding 6,840 feet in length, 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 enroute, 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 crew of such trains required to pick up, set out (except bad order cars from their own train), or perform switching enroute will entitle the conductor and brakeman of the reduced crew to one-half each of the amount that would have been earned by the second brakeman had he been a member of the crew, which will be in addition to all of their other earnings. Also, the conductor and brakeman on such train will be paid the special allowance and the Productivity Fund will be credited.

Dated at Omaha, Nebraska this 1st day of August,
1984.

FOR THE EMPLOYEES:

F. C. Gargen
General Chairman, UTU (C&T)
(Eastern District and St.
Joseph Terminal Railroad)

FOR UNION PACIFIC RAILROAD CO.:

Richard D. Mundt
Director of Labor Relations

FOR ST. JOSEPH TERMINAL RAILROAD CO.

Richard D. Mundt

INTERPRETATIVE QUESTIONS AND ANSWERS

Side Letter No. 4

Q-1: Does the car limitation of 72 to 121 cars apply within the initial or final terminal?

A-1: No, this will not affect the rights granted the Carrier under Article IX of the January 27, 1972 and Article X of the August 25, 1978 National Agreements.

Q-2: 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 enroute?

A-2: The amount is calculated only on the basis of the single trip on which the work was performed.

Q-3: 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-3: The position must be filled so long as a protected extra board brakeman is on the protecting extra board and is available or so long as there are protected employees furloughed on the division. When the protecting extra board is manned by non-protected employees exclusively and there are no protected employees furloughed on the division, all vacancies may be blanked in accordance with the provisions of this Side Letter and the basic Crew Consist Agreement.

Q-4: If a reduced crew operates from the home terminal to the away-from-home terminal under this Side Letter, may that reduced crew operate a qualifying train back to the home terminal regardless of whether there are protected employees available on the protecting extra board?

A-4: Yes.

Q-5: If a reduced crew is run out of the home terminal on a train of seventy-one cars or less but not exceeding 4,015 feet in length, including caboose(s), may the Carrier require that reduced crew to operate a Side Letter No. 4 train from the away-from-home-terminal back to the home terminal?

A-5: No.

Q-6: Can trains of 72 to 121 cars, operated with a conductor and one brakeman, be stopped enroute to permit a yard crew or another road crew to change consist of train?

A-6: No. However, a change in engine or caboose will not constitute a change in the train consist. If a yard crew or another road crew does make a change in train consist payment provided for in the NOTE to Side Letter No. 4 will be made.

Q-7: Does the provision of Article II, Section 5 apply to Side Letter No. 4?

A-7: Yes.

Q-8: May a train which leaves the terminal as a non-side letter train qualify as a side letter train enroute?

A-8: No.

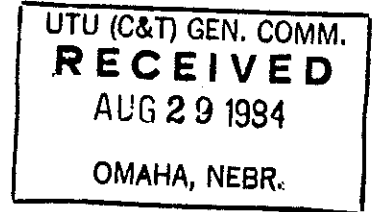


**UNION PACIFIC
SYSTEM**

Union Pacific Railroad
Missouri Pacific Railroad

August 27, 1984

E-013-23-22




Mr. F. A. Garges
General Chairman, UTU(C&T)
7377 Pacific, Suite 221
Omaha, NE 68114

Dear Sir:

Please find attached a list of resolved addendum Questions and Answers interpreting various articles of the Eastern District Crew Consist Agreement discussed with you in conference on August 15, 1984.

Yours truly,


R. D. MEREDITH
Director-Labor Relations/ED
Union Pacific Railroad Co.

Attachment

cc/15

ARTICLE III - CREW MEMBER ABSENT:

Q-6: Under Section 1, (b) and (c), how is the availability of a protected employee defined?

A-6: Current vacancy procedures will prevail with the exception that no furloughed employees will be called.

ARTICLE V - MANNING OF VACANCIES:

Q-3: Under Section 2, Question 2, specifically which conductor will be stepped up?

A-3: Last-in rested.

ARTICLE X - PERSONAL LEAVE:

Q-39: Under Section 1, when may personal leave days be requested by regular employees?

A-39: Twenty-four hours prior to job start time or not further than first scheduled tour of duty, providing employee has arrived back and tied-up at home terminal.

EXAMPLE:

Regular employee working in the North Platte to Cheyenne pool arrives back and ties up at his home terminal at 2:30 P.M. August 14th. He may at that time request personal leave days. Authorized Carrier representative will confirm or deny request at that time. If granted, personal leave days will commence with employee's next tour of duty; however, for purposes of Timekeeping and logging of personal leave days, they will be granted at 12:01 A.M. date of turn being called.

Q-40: When may a regular employee working on an outlying point that qualifies for personal leave days request personal leave days?

A-40: Prior to deadhead time for that assignment.

Q-41: Should an employe request personal leave days two hours or less prior to calling time or on call, and the request is not granted, will the denial be considered a denial for carry-over purposes?

A-40: No.

Q-42: May employes take personal leave days in advance of their vacation?

A-42: Yes, providing employe is marked-up, stands for work and request is granted.

Q-43: May employes take personal leave days after their vacation?

A-43: Yes, providing employe has marked-up from vacation, stands for work and request is granted. Personal leave days requested will commence with first tour of duty employe stood for.

Q-44: When may extra board employes request personal leave days?

A-44: If extra employe does not stand for an outlying job, he may request personal leave days when he stands first-out. If he requests personal leave days before standing first-out and such request is denied, such denial will not be counted for carry-over purposes.