

A G R E E M E N T

between

UNION PACIFIC RAILROAD COMPANY

and the

UNITED TRANSPORTATION UNION (C&T)

Effective February 1, 1992, it is agreed the basic Crew Consist Agreement between the parties dated June 29, 1984, is amended as follows:

ARTICLE I
BASIC CREW CONSIST

1. The basic crew consist for all crews operated on the Union Pacific Eastern District will be one (1) conductor/foreman and one (1) brakeman/helper, except as provided herein.
2. There will be no car count or train length limitations in the operation of crews with one (1) conductor/foreman and one (1) brakeman/helper.
3. The Carrier will be permitted to operate conductor-only assignments in through pool freight service when such service operates under the following conditions:
 - (a) There shall be no train length or car count restrictions on such service.
 - (b) Trains shall be restricted to no more than three work events enroute.
 - (i) A work event is considered to be a straight pick-up or set-out.
 - (ii) Picking up, setting out, or exchanging one or more locomotives and setting out a bad order car shall not be considered an event.
 - (iii) Work performed in the initial and/or final terminals will be governed by applicable rules.

NOTE 1: Each type of move, pick up or set out will be considered as separate work events for the purpose of application of this Agreement. Thus a pick up and a set out at an intermediate point will count as two work events. Hanging onto cars already in the train in order to make a pick up or set out is permissible under this agreement.

Pick up or set out as referred to above means straight pick up of a car or cars coupled together and first out that go together in one place in the train; set out means straight set out of a car or cars coupled together in the train that are set out in one movement. This note applies only to Conductor/Foreman operations and does not restrict crews with brakemen/helpers.

NOTE 2: Crews transported or deadheaded from their initial terminal to a point enroute to pick up a train shall not be considered as having performed a work event, if the train is received with locomotives attached and no picking up or setting out is required other than doubling the train, if the track where the train was yarded was not of sufficient length to hold the entire train, and the coupling of a train, if it had been necessary to cut road crossings.

Crews who set out a train enroute and are deadheaded or transported to the final terminal shall not be considered as having performed a work event enroute if the locomotives remain attached to the train and no other work is performed other than doubling the train over to another track if the track on which the train is yarded is not of sufficient length to hold the entire train and the cutting of crossings if necessary.

The intent of this language is not to expand upon the work that a crew can perform enroute.

NOTE 3: These provisions are not intended to supplant yard engines, locals, zone locals or work trains, nor is it intended that conductor-only assignments will do general switching. No Carrier supervisor, official (including yardmasters), or non-craft employee will be used to supplant or substitute in the exclusive work of any train or yard crew working under UTU Agreements.

4. Employees will not be required to perform any service with less than the required train 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 and/or set-outs made enroute which would result in exceeding the agreed-to work event limitations?

A-1: Yes.

5. (a) Conductor pools shall protect applicable pool freight service. When a brakeman is needed for pool freight service, the vacancy will be filled from the protecting extra board or brakeman pool if established. Brakemen used in pool freight service shall be independent from the Conductor and shall make the return trip only when called by the Carrier. A brakeman working to the away-from-home terminal shall not be worked back to the home terminal as a conductor except under conditions where a conductor at the away-from-home terminal has become unable to make his/her return trip, in which event the brakeman may fill the vacancy on an "emergency service" basis if promoted.
- (b) The parties agree to meet after 90 days but before 120 days to evaluate the number of extra brakemen that are used on a monthly basis in pool service. If the number indicates that there is sufficient work to provide for a separate brakeman pool equal to 20% of the Conductor pool, on a pool by pool basis, such a pool shall be established if requested by the General Chairman. If a pool, once established, falls below the 20% figure, the pool may be discontinued.
- (c) The brakeman pool board established under the provisions of Section 5(b) above will receive the same benefits as the guaranteed road extra board established under

Article II, Section 1(a) except when an employe lays off no matter what their standing, they shall lose the earnings of the employe who took their assignment and shall not be permitted to mark up until their turn returns to the home terminal. If the employe marks up prior to his turn being called, he shall be marked up in his regular spot and not have an offset.

- (d) Brakemen held at the away-from-home terminal shall receive continuous "held away from home" terminal time after being held 16 hours. No more than eight (8) hours of HAFHT pay may be offset from an extra board guarantee during any one stay at the away-from-home terminal. Brakemen will be deadheaded to their home terminal on first available transportation after 24 hours at the away-from-home terminal.
- 6. All hours of service relief shall be operated conductor only subject to the conditions of Article I, Section 7. Conductor-only assignments worked under this Section 6 shall be subject to the same three work events stated in Article I, Section 3(b). The number of work events will not be reduced due to the crew being relieved performing work events during their tour of duty.
 - 7. It is understood crews may be operated with a larger crew than provided for in this Agreement should the Carrier deem it necessary.
 - 8. The Carrier may establish single yard helper assignments within switching limits to assist yard and/or road assignments in the performance of their duties under applicable yard schedule rules and subject to the following:
 - (a) The assignment may only assist road crew assignments within the terminal limits.
 - (b) The assignment may assist yard assignments within road/yard zones established under National Agreement rules.
 - (c) The assignment may work with more than one crew during a tour of duty.
 - (d) The assignment will be known as a yard position and will be paid the yard foreman's rate.

ARTICLE II
GUARANTEED EXTRA BOARDS

1. Guaranteed Extra Boards shall replace existing extra boards or Guaranteed Extra Boards or shall be established where none now exist in the following manner:
 - (a) Guaranteed Road Extra Boards shall protect all brakeman vacancies protected from the following locations under applicable rules: Council Bluffs (First District), North Platte (Second District), North Platte (Third District), Cheyenne (Fourth District), Cheyenne (Fifth/Sixth District), Rawlins (Seventh District), Ogden (Eighth District), Kansas City (Ninth District), Salina (Tenth District), and Marysville (Eleventh District).
 - (b) Guaranteed Yard Extra Boards shall protect all yard vacancies protected from the following locations under applicable rules: Omaha/Council Bluffs, North Platte, Cheyenne, Marysville, Salina, Topeka and Grand Island.
 - (c) Guaranteed Combination Road/Yard Extra Boards shall protect all brakeman and yard vacancies at Denver, Oakley (Twelfth District) and Green River (Thirteenth District, including Rock Springs) under applicable rules.
 - (d) Guaranteed Conductor Extra Board shall protect all conductor vacancies protected from the following locations under applicable rules: Council Bluffs (First District), North Platte (Second District), North Platte (Third District), Cheyenne (Fourth District), Cheyenne (Fifth/Sixth District), Rawlins (Seventh District), Ogden (Eighth District), Kansas City (Ninth District), Salina (Tenth District), Marysville (Eleventh District), Denver, Oakley (Twelfth District), and Green River (Thirteenth District).
2. The guaranteed mileage on these Guaranteed Extra Boards shall be as follows:

Brakeman	- 1,925 miles per pay period at the brakeman's basic local freight rate of pay for the 1-80 bracket.
Yard	- 11 days per pay period at the 5-day yard helper rate of pay.

Combination - 1,925 miles per pay period at the brakeman's
(brakemen/ basic local freight rate of pay for the 1-80
helper) car bracket.

Conductor - 1,925 miles per pay period at the conductor's
basic local freight rate of pay for the 1-80
car bracket.

These rates of pay are subject to all subsequent adjustments
in wages and COLA.

3. Payment of the guarantee shall be made in the payroll half following the payroll half in which the guarantee payment was incurred.
4. The Reserve Board, as provided for in Article III of this Agreement, will not be used to supplement the Guaranteed Extra Boards.
5. The Carrier shall regulate the number of employes on the Guaranteed Extra Boards; however, sufficient number of employes shall be maintained on the Road Extra Boards to ensure the average mileage does not exceed 4,200 miles per month. The Carrier shall not be subject to claims because of the regulation thereof. The Carrier shall also ensure that a sufficient number of employes are on the boards to provide reasonable lay-off privileges, personal leave opportunities, and vacation relief.
6. (a) On January 1, 1995, all brakeman extra boards in Article II, Section 1(a) shall be eliminated and all Conductor Extra Boards in Article II, Section 1(d) shall become combination extra boards but paid at the conductor extra board rate. An employe must be conductor qualified to hold these extra boards.

(b) If in the application of Presidential Emergency Board 219, it is determined that all employes must take promotion to conductor, and in the application of those provisions, a pre-October 31, 1985 employe who can hold any job other than a conductor's position will not be obligated to take the conductor's examination. If, however, the employe is later unable to hold such a position, the employe will be given thirty (30) days in which to take promotion. Failure to do so will disqualify the employe from holding a position. When conditions exist that require an employe to take the conductor's examination, such employe will also be subject to any

penalties that may be imposed through the National Agreement.

NOTE: This section is phased in to provide an opportunity for non-promoted brakemen to become qualified Conductors.

- (c) The Carrier will hold promotion classes on a regular basis to provide the opportunity for non-promoted trainmen to qualify.
7. (a) All earnings (excluding Productivity Fund Shares) received by an employee assigned to a Guaranteed Extra Board will be used in computing the employee's guarantee except as provided in Article I, Section 5(d). Time claim payments for periods of time when not assigned to a guaranteed extra board will be paid in addition to guarantee payments made to an employee. Penalty claim payments due employees assigned to a guaranteed extra board will be paid in addition to the earnings received as a Guaranteed Extra Board employee. Such computations will not include non-taxable income such as meal, lodging and personal auto mileage payments.
- (b) A Guaranteed Extra Board employee standing first out who lays off, lays off on call, misses call or is not available for call will have the guarantee reduced by the amount he would have earned had he not laid off on call, missed call or not been available for call, with a minimum reduction of one guaranteed day.
 - (c) An employee who lays off when other than first out will have his guarantee reduced by one (1) day for each 24-hour period or portion thereof.
 - (d) An employee assigned to a Guaranteed Extra Board who is unavailable for more than two (2) occurrences per pay period or who is unavailable for more than eighty-four (84) combined hours per pay period, will forfeit his guarantee for that pay period. Elected union representatives who are unavailable because of union work will not be subject to this Section (d) but will be covered by Section (e) of this Article II.
 - (e) An employee who misses a call as a result of another Guaranteed Extra Board employee laying off on call, missing call or not available for call when that other Guaranteed Extra Board employee is first out will have his

guarantee reduced by one (1) day for each 24-hour period or portion thereof.

- (f) The guarantee reductions shall not apply for absences due to Bereavement Leave, Personal Leave Days, Vacations, Rules Classes, Jury Duty, Physical Examinations or other instances where the employe is held at the instruction of the Carrier.
8. (a) An employe added to a Guaranteed Extra Board will be paid a guarantee for the day added provided the employe meets the availability requirements of this Agreement. All earnings made on the day added will be included in the computation of the guarantee. Guarantee will not be paid to an employe on the day reduced from a Guaranteed Extra Board if notified by 1:30 P.M. If an employe is reduced from a Guaranteed Extra Board but is not notified by 1:30 P.M., then the employe will be paid the guarantee for that day unless the employe voluntarily bid off the Guaranteed Extra Board.
- (b) All guarantee compensation paid to employes will be considered as service rendered for vacation pay and qualification purposes.

ARTICLE III RESERVE BOARDS

1. The Carrier shall establish three levels of Reserve Boards for eligible employes working on the Eastern District. These Reserve Boards will be known as Tier I, Tier II and Ready Reserve Board.
2. To be eligible to occupy any of the three boards, an employe must have a seniority date on the Union Pacific Eastern District in road/yard train service prior to the date of this Agreement. Employes who are in engine service, on a leave of absence, off injured or sick, furloughed, out of service due to discipline, or are off in an official union capacity who return to service after the implementation of this agreement will be eligible to occupy any of the three Reserve Boards as provided in Article III, Section 15. Employes who are in an official Company capacity who return to service after the implementation of this Agreement will be governed by Article III, Sections 16 and 17.

TIER I RESERVE BOARDS

3. A Tier I Reserve Board shall be established at each location where an extra board exists in Article II, Section 1(d). An employee on a Tier I Reserve Board shall be paid whichever is greater of the following two options:
- (a) 70% of the basic yard foreman rate for five days per week; or
 - (b) 70% of the employees' W-2 earnings for the year 1990 or 1991, whichever is greater.
 - (c) The number of Reserve Board positions at each location shall be equal to the total number of working first brakeman positions and extra board positions attributed to first brakeman positions that are abolished as a result of the implementation of Conductor only operations. Sixty (60) percent of employees' positions reduced from extra boards as a result of this Agreement will be added to the Tier I Reserve Board. The number of extra board positions will be no less than the number that existed on November 5, 1991, for the purpose of counting the number that flow to the Reserve Boards.
 - (d) The implementation of the Tier I Reserve Board numbers will be known as the minimum Tier I reserve positions and will not be reduced below implementation positions initially established.

TIER II RESERVE BOARDS

4. Two Tier II Reserve Boards shall be established. One in the territory covered by Zone 100 and one in the territory covered by Zone 200. An employee on a Tier II reserve board shall be paid whichever is greater of the following two options:
- (a) 70% of the basic yard foreman rate for five days per week; or
 - (b) 70% of the employees' W-2 earnings for the year 1990 or 1991, whichever is the greater.
 - (c) The number of Tier II Reserve Board positions in each zone shall be equal to the total number of working blankable second brakeman/helper positions and 40% of the extra board positions that are abolished as a result of the implementation of this agreement, less the number of

working employees in that zone receiving a separation allowance under Article IV. The number of extra board positions will be no less than the number that existed on November 5, 1991, for the purpose of counting the number that flow to the Reserve Boards.

- (d) The number of Tier II reserve Board positions will be set and will be available to eligible employees until all such employees have attrited. There will be no eligible employees furloughed if there are vacant positions on the Tier II Reserve Board except in accordance with Article II, Section 6(b).

NOTE 1: Wherever the phrase "W-2 earnings for the year 1990 or 1991" is used, it includes earnings on the Eastern District only and does not include lump sum or back pay payments for non-1990/1991 items.

NOTE 2: The basic yard foreman rates on Tier I and Tier II Reserve Boards are subject to future wage and COLA adjustments.

- 5. (a) Any employee may hold a Tier II Reserve Board in their territory; however, a prior rights employee may only hold a ready reserve board or Tier I reserve board in their prior rights territory.
- (b) An employee holding only Zone 100 or Zone 200 seniority may hold any Tier I or Ready Reserve Board.

READY RESERVE BOARD

- 6. A ready reserve board shall be established at each location where an extra board exists. An employee on the ready reserve board shall be paid whichever is greater of the following two options:
 - (a) 85% of the basic yard foreman rate for five days per week; or,
 - (b) 85% of the employees' W-2 earnings for the year 1990 or 1991, whichever is greater.
 - (c) An employee on a ready reserve board that protects road vacancies must be Conductor qualified.

- (d) An employe on the ready reserve board is subject to recall upon 48 hours' notice. Notice shall include telephone notice or attempted notice by telephone. The 48 hours shall begin at the first attempt to notify an employe. A reasonable telephone recall shall be a minimum of three (3) telephone attempts in each eight (8) hours for forty-eight (48) hours.
- (e) Employes who fail to mark up within the 48-hour period shall have their pay stopped at the end of the 48-hour period and may be subject to discipline.
- (f) Employes on the Ready Reserve Board retain the right to layoff, use personal leave, and take scheduled vacations as provided for in current agreement rules. Employes laying off for other than a paid absence will have their reserve board pay reduced on a day for day basis.
- (g) Employes on the Ready Reserve Board for a minimum of 30 consecutive days may request to be released from the Board, seniority permitting. Such employe may move to the Tier I or Tier II Reserve Board but must remain on the Ready Reserve Board until their replacement is marked up on the Ready Reserve Board. Nothing in this paragraph restricts the right of an employe to make application to working assignments, regular or extra.
- (h) An employe on the ready reserve board shall be recalled in junior order to extra boards to provide temporary support when additional forces are needed. The regular recall provisions from the other reserve boards shall continue to apply, and when sufficient forces from the other reserve boards have marked up, the ready reserve board employes shall be released back to the ready reserve board, seniority permitting.

NOTE: If the ready reserve employe is recalled under the regular recall provisions to a permanent vacancy, they will not be released but their reserve board position shall then be available for assignment.

- (i) The number of ready reserve board positions shall not be less than 15 percent of total extra board positions at the location.

GENERAL CONDITIONS

7. No payments other than those percentages cited above shall be made to or on behalf of an employee on any Reserve Board except for payment of premiums under applicable health and welfare plans. No deductions from pay shall be made on behalf of a Reserve Board employee except for deductions of income, employment or payroll taxes (including railroad retirement taxes) pursuant to federal, state or local law, deductions of dues pursuant to an applicable union shop agreement and any other deductions authorized by agreement; and, any other legally required deduction. Employees assigned to the Reserve Board shall be eligible for the Carrier's Tuition Aid Program.

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

8. An employee placed on a Reserve Board shall remain in that status until:
- (a) The employee is discharged from employment by the Carrier in accordance with the applicable discipline rules.
 - (b) The employee resigns from the Carrier's employment.
 - (c) The employee is recalled to active service. Such recall shall be in junior order as provided in Article V.
 - (d) The employee is placed in a furlough status because of a reduction of assignments. For example, if the number of jobs is reduced from 10 to 9, the employees whose assignment is reduced shall have a free exercise of seniority. Seniority displacements shall continue until the junior employees are furloughed, only if there are no vacant positions on the Reserve Boards.
 - (e) The employee exercises seniority in accordance with applicable rules.
 - (f) The employee is displaced by another employee through the exercise of seniority.

9. Employees on Reserve Boards must maintain their work proficiencies while in such status, by successfully completing any retraining or refresher programs required of active employees to maintain those proficiencies which may include the passing of tests or examinations (including physical examinations) administered for purposes of determining whether such proficiencies have been maintained. Employees on the Tier I and Tier II Reserve Boards must hold themselves available for return to service upon thirty (30) days' notice (Reserve pay shall continue for only seven (7) days) and must return to service in compliance with such thirty (30) days' notice. Failure to comply with any of these requirements could result in forfeiture of all seniority rights in accordance with applicable discipline rules. Calculation of the seven (7) and thirty (30) day time periods shall begin with written notification (postmark date on the envelope) by certified mail from CMS to the employee.
- (a) An employee who returns to service within the first seven (7) days of the thirty (30) day recall period will receive Reserve Board pay (until the end of the seventh day) in addition to all other earnings.
- NOTE: Employees on the Reserve Board are paid as if holding a five-day assignment. The seven-day period would include five days of pay and two "rest days."
- (b) Employees on a Reserve Board are "in-service employees" and hence are subject to the same physical examination and rules examination as other in-service employees. The Company's requirement that employees who have been out of service for six months or more must take physical and rules examinations does not apply to Reserve Board employees. This provision does not eliminate the employee's work proficiency obligation set forth above.
- (c) Employees to be examined while in reserve status will be notified by certified mail sent to their home address. Employees who fail to respond or fail to pass the exams will have their reserve board pay stopped until such time as they do pass the applicable exam. Employees who fail to respond within sixty (60) days of a second notice may be subject to disciplinary action.
10. Other employment while on the Reserve board is permissible and there shall be no offset for outside earnings.

NOTE 1: "Other employment" includes all employment except that employment which would conflict with the best interests of Union Pacific. If an employee is concerned whether employment conflicts with the best interests of Union Pacific, the Director of Labor Relations should be contacted.

NOTE 2: Employees on the Reserve Board shall be eligible to accept "borrowed out" status at other locations on Union Pacific. Borrowed out status shall last no longer than six months without renewing the borrowed out status with CMS and the General Chairmen.

11. Vacation pay received while on a Reserve Board will offset reserve board pay. Time spent in reserve status will not count toward determining whether the employee is eligible for vacation in succeeding years, but will be counted as compensation earned towards vacation pay. It will count in determining the length of vacation to which an employee, otherwise eligible, is entitled.
12. Employees on the Reserve Board are not eligible for Holiday Pay, Bereavement Leave, Jury Pay and all other similar allowances.
13. Employees on the Reserve Board are covered by Health and Welfare Plans, Union Shop, Dues Check-Off, Discipline Rules and the Grievance Procedures that are applicable to employees in active service.
14. It is understood the Reserve Board will not operate when all protected employees on the appropriate Seniority Roster on the date of this Agreement are placed on either a Guaranteed Extra Board position or a regular job; however, established Tier I reserve board positions will always be preserved.
15. Under this Article III, an eligible employee is defined as an active employee holding a regular assignment in train service, including extra board assignments on the effective date of this Agreement. Reserve Board positions established under this Agreement shall not be available to employees establishing seniority after the date of this Agreement.

NOTE: An employee, otherwise eligible, which includes employees on medical leave, serving discipline, leave of absence, union business, etc., but who was not holding a regular assignment on the effective date of this Agreement shall be considered an eligible employee upon marking up for service. For each employee returning under the provisions of this paragraph, one position will be added to the Tier I Reserve Board for each odd numbered return and one position added to the Tier II Reserve Board for each even numbered return.

16. Reserve Board offsets resulting from the Separation Allowance Program provided for in this Agreement shall be subject to the following: employees returning to the territory covered by this Agreement after the effective date of this Agreement from Company positions must work in the craft for one year prior to receiving the separation allowance and prior to the Carrier receiving the offset.
17. Employees returning to the territory covered by this Agreement after the effective date of this Agreement from Company positions must work in the craft for a period of one year before being permitted to occupy a Reserve Board position. For each employee returning under the provisions of this paragraph, one position will be added to the Tier I Reserve Board for each odd numbered return and one position added to the Tier II Reserve Board for each even numbered return.

ARTICLE IV SEPARATION ALLOWANCE

1. (a) On or before January 1, 1992, the Company will solicit voluntary separation requests from eligible employees. (An eligible employee under this Article is defined as an employee holding seniority and in active service on the Eastern District in the craft covered by this Agreement.)

(b) The amount of the separation allowance shall be as follows:
 - (i) Crew Consist Protected Employees - \$60,000
(hired prior to August 1, 1984)

(ii) Non-Crew Consist Protected Employees - \$40,000

NOTE: If the W-2 for 1990 (ED earnings for the year not including lump sum payments) is larger, the separation allowance shall be equal to the adjusted W-2.

2. All separation allowance requests must be received by the designated Carrier official within 30 days from the designated offer date as set forth above. Separation allowance may be delayed until sufficient conductors are available.

ARTICLE V
VACANCIES - WORKING

1. When permanent vacancies occur on a regular position or guaranteed extra board, employees on a regular assignment or guaranteed extra board or on a reserve board may elect by application to fill the vacancy in seniority order.
2. If the vacancy is not filled in the above manner it will be filled in the following manner:
 - (a) Recall of the junior Tier I or Tier II Reserve Board employee in the applicable territory holding only Zone 100 or Zone 200 seniority.
 - (b) If the vacancy cannot be filled pursuant to 2(a) above, then the junior employee holding only Zone 100 or Zone 200 seniority on a Ready Reserve Board shall be forced to the vacancy.
 - (c) If the vacancy cannot be filled pursuant to 2(a) or (b) above, then the junior prior rights employee on any Reserve Board shall be recalled to their prior rights district.
 - (d) If no prior rights employee is on any Reserve Board and the Ready Reserve Board is exhausted where the vacancy occurs, then the junior employee holding only Zone 100 or Zone 200 seniority working where a Tier I or Ready Reserve Board does exist shall be forced to the vacancy and their resultant vacancy shall be filled in accordance with the above.
 - (e) If there are no employees holding only Zone 100 or Zone 200 seniority working where a Tier I or Ready Reserve Board exists, the junior prior rights employee working

under their Zone 100 or Zone 200 seniority shall be recalled to the vacancy in their prior right district if there is an active reserve boards(s) at the location the prior right employee is working.

Example (1): There is a vacancy in Council Bluffs and the Zone 100 Tier II Board is exhausted. The junior employee holding only Zone 100 seniority on a Reserve Board is at North Platte. This junior Zone 100 employee is recalled prior to recalling prior rights employees from the Reserve Board(s) at Council Bluffs.

Example (2): There is a vacancy at Council Bluffs and there are no Zone 100 employees on any Reserve Board. The junior prior rights employee on any Reserve Board shall be recalled to their prior rights district.

Example (3): There is a vacancy at Council Bluffs and there are no Zone 100 employees on any reserve board and all reserve boards at Council Bluffs are exhausted. The junior employee holding only Zone 100 seniority working is at Kansas City where reserve boards are manned so that employee is forced to Council Bluffs.

NOTE: The phrase "where the vacancy exists" refers to a vacancy at any location within a prior right area. The designation of cities for the establishment of Tier I Reserve Boards is meant to cover an entire prior rights area.

ARTICLE VI VACANCIES-RESERVE BOARD

1. Reserve Board Vacancies (Ready, Tier I and Tier II) may only be filled when all regular positions and extra-board positions have been filled.
2. All Ready Reserve Board positions must be filled prior to Tier I and/or Tier II positions. Tier I positions must be filled before Tier II positions may be occupied.

3. All Reserve Board positions shall be filled by application. If no applications are on file when the vacancy exists, then positions shall be filled as follows:
 - (a) Ready Reserve Board - The junior employe holding only Zone 100 or Zone 200 seniority on any Tier I or Tier II Board shall be force assigned to the vacancy. If none exist, then the junior prior right employe on the applicable Tier I or Tier II Board shall be forced.
 - (b) Tier I Board - The junior employe holding only Zone 100 or Zone 200 seniority on a Tier II Reserve Board shall be forced. If none available, the junior prior rights employe on the Tier II Reserve Board shall be recalled to their prior right Tier I Board.
 - (c) Force assignment to a Tier I Reserve Board shall be effective within 24 hours of first attempt of telephone notice. The Carrier shall make a minimum of three attempts in every eight hours for the first 24 hours to contact the employe. The Carrier shall also send a certified letter advising of the assignment.
 - (d) Force assignment to the Ready Reserve Board shall be governed by Article III, Section 9, but the employe shall not be entitled to the duplicate payment under Article III, Section 9(a).
4. NO employe shall be permitted to hold a reserve board position (Ready, Tier I or Tier II) if an employe hired subsequent to the effective date of this Agreement is holding a regular position or an extra board position in their prior right district if a prior right employe or in their Zone if holding only Zone 100 or Zone 200 seniority.
5. NO employe hired subsequent to the effective date of this Agreement shall be eligible to hold a Reserve Board.

ARTICLE VII
PRODUCTIVITY FUND/SPECIAL ALLOWANCE

Productivity Fund

1. (a) For each tour of duty or trip identified in Article I, Sections 1 and 3 operated on the Eastern District with a crew consist of one (1) Conductor/Foreman and one (1) Brakeman/Helper or one (1) Conductor/Foreman only over the number of employes on the Tier II Reserve Board in the Zone where the trip is operated, the Company will pay

into the appropriate Employees' Productivity Fund the sum of \$52.00. For example, if there were 10 Local and Extra Assignments, Yard jobs and Pool Turns, and 10 employees counted on the Tier II Reserve Board, no payments would be made. If there were a total of 10 Local and Extra Assignments, Yard jobs and Pool Turns, and 5 employees counted on the Tier II Reserve Board, payments would be made into the Employees' Productivity Fund for 5 Local and Extra assignments, Yard jobs and Pool Turns on a tour of duty/trip basis in accordance with the basic Crew Consist Agreement.

NOTE: Since employees on the Tier II Reserve Board are paid on a 5-day per week basis, the Carrier will only count 5/7 (71%) of the number of positions on the Tier II Reserve Board on any given day. For example if there were 10 employees on the Tier II Reserve Board, only 7 employees would be used as an offset.

- (b) When there are no employees holding a Tier II Reserve Board position, the Productivity Fund payment will increase to \$55.00. Each Zone will be treated separately under this section.
- 2. Productivity Fund payments, provided for in Section 1 above, will be made in accordance with the basic Crew Consist Agreement.

Special Allowance

- 3. (a) The Special Allowance payments set forth below will apply to crews identified in Article I, Sections 1 and 3 operated with one (1) Conductor/Foreman and one (1) Brakeman/Helper or one (1) Conductor/Foreman only. Employees hired after the effective date of this Agreement will not be eligible for the Special Allowance.

\$10.00 per eligible employee - payable effective February 1, 1992.

\$12.00 per eligible employee - payable when no employees are holding a Tier II Reserve Board position in the applicable Zone.

- (b) The amounts set forth above are subject to wage and COLA adjustments for employees hired prior to October 31, 1985. The \$12.00 payment is not subject to adjustments prior to its effective date. If the \$10.00 rate surpasses the \$12.00 rate due to adjustments, the higher rate shall be used.
- (c) The amounts set forth above are frozen for employees hired subsequent to October 31, 1985, but prior to the effective date of this Agreement. Employees hired subsequent to the date of this Agreement are not eligible for the Special Allowance.

ARTICLE VIII IMPLEMENTATION

- 1. Prior to January 15, 1992, to be effective February 1, 1992, the Carrier shall bulletin all available positions to employees on the Eastern District. The employees shall have the opportunity to select one of the following options: regular job, Guaranteed Extra Board or Reserve Board. Those employees selecting the Separation Allowance offer shall not participate in this bulletin/assignment process unless held in accordance with Article IV, Section 2.
- 2. Assignments to positions shall be made by seniority preference. It is understood all regular and Guaranteed Extra Board positions will be filled initially by working employees as provided by schedule rules.

ARTICLE IX PRODUCTIVITY INCENTIVE ALLOWANCE

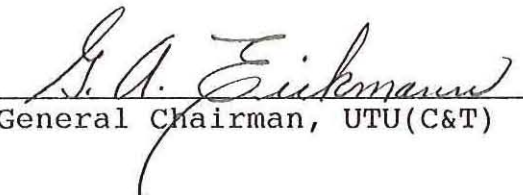
On the effective date of this Agreement, each employee holding seniority and working on the territory in train service shall receive a productivity incentive allowance of \$1,000.00 (less all applicable taxes). The note to Article III, Section 15 is also applicable to this Article IX.

ARTICLE X GENERAL

- 1. The basic Crew Consist Agreement dated June 29, 1984, as amended, and the basic Collective Bargaining Agreements between the parties, as amended, shall continue to apply except where specifically amended by this Agreement.

2. This Agreement shall become effective February 1, 1992, and will continue in effect until revised or amended by agreement of the parties, or in accordance with the Railway Labor Act, as amended.
3. Wherever the phrase "Eastern District" is used in this Agreement, it shall mean the former Eastern District of the Union Pacific Railroad Company. Whenever the phrase "Zone 100 or Zone 200" is used, it refers to whichever is applicable.
4. The moratorium set forth in Section 4 of PART TWO of the Crew Consist Agreement dated June 29, 1984, applies to this Agreement. The moratorium provided herein will not be changed, altered, nor nullified by any National agreement, nor by recommendation of any board designated to review same. It is further understood that without prejudice to the position of either party, with respect to the propriety of the Carrier's notice, this Agreement fulfills the requirements of Presidential Emergency Board 219 with respect to Crew Consist.
5. Signed at Topeka, Kansas, this 19th day of December, 1991.

FOR THE ORGANIZATION:


General Chairman, UTU(C&T)

FOR THE CARRIER:


Director Labor Relations

APPROVED:


Vice President, UTU

UNION PACIFIC RAILROAD COMPANY



1416 DODGE STREET
OMAHA, NEBRASKA 68179

Side Letter No. 1

MR G A EICKMANN
GENERAL CHAIRMAN UTU(C&T)
2933 WOODSIDE DRIVE F
TOPEKA KS 66614

Dear Sir:

This refers to our discussions concerning Article III, Section 2, of the Modified Crew Consist Agreement effective February 1, 1992, amending the Crew Consist Agreement of June 29, 1984.

Section 2 refers to "Employees who are in engine service" who return to train service and provides certain benefits to those employees. A question has arisen as to which "engine service" employees are being referred to.

Article XIII, Section 2, of the October 31, 1985 UTU National Agreement provides for the establishing of Brakeman's seniority for engine service employees who did not hold it on November 1, 1985, and those who entered engine service after that date who had not first established seniority as a trainman. The Agreement states further:

"... such employee shall not, by such placement, be given any "present or protected employee" rights under present crew consist agreements or any negotiated in the future."

Based on this language it was agreed that Article III, Section 2, of the February 1, 1992, Agreement referred to brakemen who had crew consist rights prior to entering engine service or were post October 31, 1985, employees who were in train service prior to entering engine service and would have been covered by this Agreement had they not done so. In any event it does not refer to engine service employees who obtained train service dates under Article XIII, Section 2, of the October 31, 1985 Agreement.

Yours truly, ,

WS Hinkley

W. S. HINCKLEY
DIRECTOR - LABOR RELATIONS

AGREED:

G.A. Eickmann
General Chairman, UTU-C&T

UNION PACIFIC RAILROAD COMPANY



1416 DODGE STREET
OMAHA, NEBRASKA 68179

Side Letter No. 2

MR G A EICKMANN
GENERAL CHAIRMAN UTU(C&T)
2933 WOODSIDE DRIVE F
TOPEKA KS 66614

Dear Sir:

This is to confirm our discussions of the Agreement effective February 1, 1992, amending the Crew Consist Agreement of June 29, 1984.

It was agreed that in the computation of guarantee for reserve board and separation allowance payments, UTU union officers will have union compensation added to their railroad earnings.

Yours truly,

A handwritten signature in blue ink, appearing to read "W S Hinckley".

W. S. HINCKLEY
DIRECTOR - LABOR RELATIONS

AGREED:

A handwritten signature in black ink, appearing to read "G. A. Eickmann".
General Chairman, UTU-C&T

UNION PACIFIC RAILROAD COMPANY



1416 DODGE STREET
OMAHA, NEBRASKA 68179

Side Letter No. 3

MR G A EICKMANN
GENERAL CHAIRMAN UTU(C&T)
2933 WOODSIDE DRIVE F
TOPEKA KS 66614

Dear Sir:

This refers to our discussions concerning Article VII of the Modified Crew Consist agreement effective February 1, 1992, amending the Crew Consist Agreement for June 29, 1984.

Article VII provides for offsets based on the number of employees on Tier II Reserve Boards. Since the Tier II Reserve Boards overlap the Productivity Fund accounts, the parties agreed as follows:

(1) The parties will review the percentage of Tier II Reserve Board employees that are placed on the Tier II Reserve Board from each fund area. This percentage will be used to determine the offsets for each fund.

(2) Since the Denver and Oakley extra boards currently do not protect second brakemen/switchmen positions, all reductions in those boards due to implementation of this Agreement will be credited to the Tier I Reserve Board.

Yours truly, .

A handwritten signature in blue ink that reads "W S Hinckley".

W. S. HINCKLEY
DIRECTOR - LABOR RELATIONS

AGREED:

A handwritten signature in black ink that reads "G. A. Eickmann".
General Chairman, UTU-C&T)

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
OMAHA, NEBRASKA 68179-0323



Side Letter No. 4
(Zone 100)

MR G A EICKMANN
GENERAL CHAIRMAN UTU(C&T)
2933 WOODSIDE DRIVE F
TOPEKA KS 66614

Dear Sir:

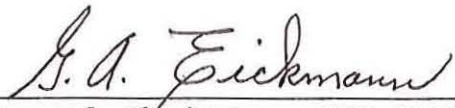
During our negotiations of the Modified Crew Consist Agreement effective February 1, 1992, the issue of whether there would be an opportunity for employes to exercise so called "Sadie-Hawkins" rights to and from the Reserve Boards was discussed. It was understood that such rights were intended and they would be implemented as follows:

(1) For eligible employes there shall be two "Sadie Hawkins Weeks" per year. For the territory encompassing Zone 100 it will be effective February 15 and August 15 of each year. Due to the implementation date of February 1, 1992, the first Sadie Hawkins week in 1992 will be in August. The "Sadie Hawkins Week" notice shall be posted approximately two weeks prior to the effective date and employes will have one week within which to make application. It shall operate only for employes wishing to exercise seniority to or from the Reserve Boards. Local Chairmen will work with Carrier representatives in the implementation of "Sadie Hawkins Week."

(2) This "Sadie Hawkins Week" is for the purpose of providing a means of moving to and from the Reserve Boards and is not meant to conflict with nor supersede any other provisions that provide for moving from one working position to another.

Yours truly,

AGREED:


General Chairman, UTU-C&T)


W. S. HINCKLEY
DIRECTOR - LABOR RELATIONS

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
OMAHA, NEBRASKA 68179-0323



Side Letter No. 5
(Zone 200)

MR G A EICKMANN
GENERAL CHAIRMAN UTU(C&T)
2933 WOODSIDE DRIVE F
TOPEKA KS 66614

Dear Sir:

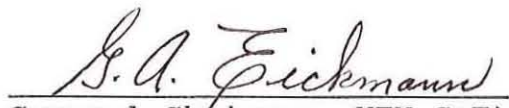
During our negotiations of the Modified Crew Consist Agreement effective February 1, 1992, the issue of whether there would be an opportunity for employees to exercise so called "Sadie-Hawkins" rights to and from the Reserve Boards was discussed. It was understood that such rights were intended and they would be implemented as follows:


(1) For eligible employees there shall be two "Sadie Hawkins Weeks" per year. For the territory encompassing Zone 200 it will be effective January 10 and July 10 of each year. The "Sadie Hawkins Week" notice shall be posted approximately two weeks prior to the effective date and employees will have one week within which to make application.

(2) In addition to providing a means of moving to and from the Reserve Boards, it is the intent of this Side Letter to incorporate Rule 93 into the July 10 Sadie Hawkins Week.

Yours truly,

AGREED:


General Chairman, UTU-C&T)


W. S. HINCKLEY
DIRECTOR - LABOR RELATIONS

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
OMAHA, NEBRASKA 68179-0323



March 9, 1992

Side Letter #6
Zone 100

380.10-7

MR G A EICKMANN
GENERAL CHAIRMAN UTU(C&T)
2933 WOODSIDE DRIVE F
TOPEKA KS 66614

Dear Sir:

This refers to the provisions of Article III Reserve Boards that provide for the use of an employee's W-2 earnings for the year 1990 or 1991 in establishing the 70% or 85% rate to be used while on the applicable reserve boards.

A question has been raised as to whether the use of W-2 earnings properly reflects the proper rate for employees who suffered on-duty injuries and lost time during 1990 or 1991 as a result of the on-duty injury. In reviewing this matter it was agreed:

- (1) Employees who have lost time in 1990 or 1991 due to an on-duty injury will have their rate adjusted as follows:
 - (a) If the employee had three or more months of non-lost time service in either year, then those months will be used to develop an average monthly rate that will be used to determine the proper rate to be used for reserve board purposes.
 - (b) If the employee did not have three months of non-lost time service in either year, then the proper rate shall be determined by averaging the rates of the two working employees immediately above and the two working employees immediately below the employee injured on duty.

Mr. G. A. Eickmann
March 9, 1992
Page Two
File: 380.10-7
Side Letter #6

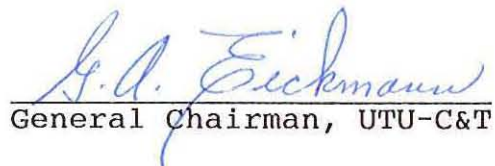
- (2) It will be the responsibility of the employee injured on duty to provide necessary information concerning lost time and non-lost time months.

Yours truly,



W. S. HINCKLEY
DIRECTOR - LABOR RELATIONS

AGREED:


General Chairman, UTU-C&T

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
OMAHA, NEBRASKA 68179-0323



March 9, 1992

Side Letter #7
Zone 200

380.10-7

MR G A EICKMANN
GENERAL CHAIRMAN UTU(C&T)
2933 WOODSIDE DRIVE F
TOPEKA KS 66614

Dear Sir:

This refers to the provisions of Article III Reserve Boards that provide for the use of an employee's W-2 earnings for the year 1990 or 1991 in establishing the 70% or 85% rate to be used while on the applicable reserve boards.

A question has been raised as to whether the use of W-2 earnings properly reflects the proper rate for employees who suffered on-duty injuries and lost time during 1990 or 1991 as a result of the on-duty injury. In reviewing this matter it was agreed:

- (1) Employees who have lost time in 1990 or 1991 due to an on-duty injury will have their rate adjusted as follows:
 - (a) If the employee had three or more months of non-lost time service in either year, then those months will be used to develop an average monthly rate that will be used to determine the proper rate to be used for reserve board purposes.
 - (b) If the employee did not have three months of non-lost time service in either year, then the proper rate shall be determined by averaging the rates of the two working employees immediately above and the two working employees immediately below the employee injured on duty.

Mr. G. A. Eickmann
March 9, 1992
Page Two
File: 380.10-7
Side Letter #7

- (2) It will be the responsibility of the employee injured on duty to provide necessary information concerning lost time and non-lost time months.

Yours truly,



W. S. HINCKLEY
DIRECTOR - LABOR RELATIONS

AGREED:


General Chairman, UTU-C&T

UNION PACIFIC RAILROAD COMPANY



1416 DODGE STREET
OMAHA, NEBRASKA 68179

May 18, 1992

380.10-7

Side Letter No. 8

MR G A EICKMANN
GENERAL CHAIRMAN UTU(C&T)
2933 WOODSIDE DRIVE F
TOPEKA KS 66614

Dear Sir:

This refers to our discussions concerning the procedures to be used when yardmen make application to other yards.

Under present schedule rules, the only time that yardmen were allowed to bid to regular jobs in another yard was when "closed yards" existed on the Eastern District. Then, a bulletin was issued division wide, advertising a permanent yard vacancy within the "closed yard" under the provisions of yard Rule 12(K)(4)(A) and were only advertised to employees outside of the "closed yard." Presently, there are no "closed yards" left on the Eastern District.

Regular yardmen in "open yards" can transfer to another yard under the provisions of Yard Rule 12(K)(3)(A) only in case of permanent vacancies or when additional permanent positions are added. They cannot transfer to an extra board except as provided by the April 28, 1987 Modification which allows a yardman who had been furloughed at his home terminal and transferred to another yard to return to his home terminal to either a regular position or the extra board if he does so at the first opportunity.

Extra yardmen can transfer to either a regular position or the extra board under the provisions of Yard Rule 12(K)(3)(B); however, the rule requires that he obtain a release before effecting the transfer. The rule does not specify a set time period imposed on the Carrier to effect the release.

Based on the above:

(1) Under Rule 12(K)(3)(A), regular yard employees at one location may make application for a permanent yard vacancy at another location. If their seniority permits them to hold such permanent vacancy, they will be notified and released.

AGT045.WSH(1)

Mr. G. A. Eickmann

May 18, 1992

Page Two

File: 380.10-7

Side Letter No. 8

(2) Under Yard Rule 12(K)(3)(B), extra employes may make application to a regular position, a permanent vacancy or the extra board at another location; however, before being allowed to transfer he must obtain a release.

(A) A release will be provided when the vacancy created by the extra board employee is either filled by application, or if no application is received, recall of an employee from the appropriate reserve board and such recalled employee marks up.

(B) Should an extra board employee no longer be able to hold an assignment at the location to which transferring prior to being released, then the application covering his present assignment and any recall will be cancelled.

(3) If the Tier I Reserve Board or the Ready Reserve Board at the location where the employee is transferring from is exhausted and the employee is the junior employee who is forced back to the same location under Article V of the 1991 Modified Crew Consist Agreement, the employee will be notified and their application to transfer will be rejected.

Should the above properly reflect the proper interpretation of the rules cited, please sign below and return one copy to this office.

Yours truly,



W. S. HINCKLEY
DIRECTOR - LABOR RELATIONS

I CONCUR:



General Chairman, UTU-C&T

UNION PACIFIC RAILROAD COMPANY



1416 DODGE STREET
OMAHA, NEBRASKA 68179

Side Letter No. 9

May 29, 1992

380.10-7
Zone 100

MR G A EICKMANN
GENERAL CHAIRMAN UTU(C&T).
2933 WOODSIDE DRIVE F
TOPEKA KS 66614

Dear Sir:

This refers to your letter dated April 22, 1992, requesting a modification of the 1991 Crew Consist Modification to permit an employe recalled from a reserve board an exercise of seniority.

A review of other crew consist agreements reveals that many of them have adopted language to permit an exercise of seniority. Recognizing that the assignments that have gone no bid are usually the least desirable as to location or hours worked, the other agreements have permitted the exercise to limit movement after a recall has taken place.

Therefore, the Carrier proposes as follows:

(1) Article V, Section 2 of the December 19, 1991, Modified Crew Consist Agreement shall have a new paragraph (f) added which states:

"Employes recalled in (a) through (c) above shall be permitted to displace a junior employe in road or yard service so long as the employe has not marked up on the assignment for which recalled and the recall period of Article III Section 9 has not lapsed."

Either party may cancel this side letter upon 10 days' written notice to the other party.

AGREED:

G. A. Eickmann
General Chairman, UTU-C&T

June 12, 1992
Date

Yours truly,

W. S. Hinckley
W. S. HINCKLEY
DIRECTOR - LABOR RELATIONS

AGT051.WSH(1)

UNION PACIFIC RAILROAD COMPANY



1416 DODGE STREET
OMAHA, NEBRASKA 68179

Side Letter No. 10

May 29, 1992

380.10-7
Zone 200

MR G A EICKMANN
GENERAL CHAIRMAN UTU(C&T)
2933 WOODSIDE DRIVE F
TOPEKA KS 66614

Dear Sir:

This refers to your letter dated April 22, 1992, requesting a modification of the 1991 Crew Consist Modification to permit an employe recalled from a reserve board an exercise of seniority.

A review of other crew consist agreements reveals that many of them have adopted language to permit an exercise of seniority. Recognizing that the assignments that have gone no bid are usually the least desirable as to location or hours worked, the other agreements have permitted the exercise to limit movement after a recall has taken place.

Therefore, the Carrier proposes as follows:


(1) Article V, Section 2 of the December 19, 1991, Modified Crew Consist Agreement shall have a new paragraph (f) added which states:


"Employes recalled in (a) through (c) above shall be permitted to displace a junior employe in road or yard service so long as the employe has not marked up on the assignment for which recalled and the recall period of Article III Section 9 has not lapsed."

Either party may cancel this side letter upon 10 days' written notice to the other party.

AGREED:

Yours truly, .


General Chairman, UTU-C&T


W. S. HINCKLEY
DIRECTOR - LABOR RELATIONS

June 26, 1992
Date

AGT052.WSH(1)

QUESTIONS AND ANSWERS
to the
MODIFIED CREW CONSIST AGREEMENT
effective FEBRUARY 1, 1992

During the ratification process of the Modified Crew Consist Agreement effective February 1, 1992, certain questions were raised concerning the intent of the proposal. It was agreed that Questions and Answers would be developed to clarify some of the items and the following were agreed to:

- Q-1: Do the provisions of Article I, Section 4 apply to pick-ups and/or set-outs made enroute which would result in exceeding the agreed-to work event limitations?
- A-1: Yes. (This Q&A is found in the body of the Agreement on Page 3.)
- Q-2: At locations where there are separate road and yard extra boards, will there be separate ready reserve boards for road and yard service?
- A-2: Yes.
- Q-3: Was it the intent of the parties to waive Article XII - Termination of Seniority of the October 31, 1985 National Agreement for trainmen with seniority dates subsequent to October 31, 1985 but prior to the effective date of this agreement?
- A-3: Yes.
- Q-4: Article III, Section 6(f) concerns the right of Ready Reserve Board employees "to lay off, use personal leave, and take scheduled vacation ..." Was it the intent of this Section to count time on the ready reserve board as qualifying for vacation in succeeding years?
- A-4: Yes.

- Q-5: Does time spent on Tier I and Tier II Boards count towards qualifying for vacation in succeeding years?
- A-5: No. Article III, Section 11 is applicable to Tier I and Tier II Boards.
- Q-6: Due to manpower shortages the Carrier has denied layoffs with the suggestion to try again when first out to see if additional manpower is available. Under Article II, Section 7(b) an employee is penalized more by laying off first out. Will the Carrier continue to deny layoffs until first out?
- A-6: No, it is not the intent of the Agreement to deny layoffs until first out.
- Q-7: At Denver some employees were on Reserve Boards in 1990 and 1991. Will their Reserve Board rates be 70% of their 1986 Reserve Board rate.
- A-7: No. Denver trainmen with 1986 Reserve Board rates will receive the 1986 rate if higher than the 1990 or 1991 rate.
- Q-8: When will the Reserve Board rates based on 1991 earnings become effective?
- A-8: The rates will be effective February 1, 1992; however, due to Carrier legal requirements concerning W-2 forms, these rates may not be available until March 1992. Adjustments, if necessary, will be made retroactive to February 1, 1992.
- Q-9: Are the number of Reserve Board positions fixed on implementation day?
- A-9: No. All additional reductions in forces in the first 90 days will create additional Reserve Board positions. This does not include forces recalled from the Reserve Board and then later returned to the Reserve Board. The parties will meet after 90 days and will establish the figure by 120 days.

- Q-10: Article II, Section 6(a) provides for the creation of combination extra boards on January 1, 1995. If the total number of extra board positions is reduced, will this create additional Reserve Board positions?
- A-10: Yes, as long as there is no duplication in the creation of new positions. See Q&A-9.
- Q-11: May an employee assigned to a reserve board bid a temporary assignment?
- A-11: No.
- Q-12: When a ready reserve board employee is recalled for temporary relief, are they assigned to the extra board or can they bump to a regular assignment?
- A-12: They are assigned to the extra board.
- Q-13: When a ready reserve board employee is recalled for temporary relief, does that create a vacancy on the ready reserve board?
- A-13: No, ready reserve positions are only filled when a permanent vacancy occurs.
- Q-14: Will employees on reserve boards receive the lump sum payments in PEB 219 in addition to their reserve board pay?
- A-14: Yes.
- Q-15: At an intermediate point, such as Topeka, if a single assignment helps a conductor only set-out in the Topeka Yard, will that count as a work event?
- A-15: Yes.
- Q-16: Is time on reserve board counted as time worked towards the new hire rate progression?
- A-16: Yes.
- Q-17: Can a brakeman used in pool freight service to the AFHT be used in any other service from the AFHT?
- A-17: Existing Agreement rules apply.

- Q-18: Article I, Section 3(b) refers to trains being restricted to no more than three work events enroute and Article I, Section 6 states that relief crews' number of work events will not be reduced due to the crew being relieved performing work events. Are "trains" and "crews" used interchangeably in this Article?
- A-18: Yes, the restriction on work events applies to each crew separately from other crews.
- Q-19: Article II, Section 7(c) provides for reductions in extra board guarantee for layoffs for each 24-hour period or portion thereof. If an employee lays off at 6:00 P.M. on Tuesday and marks up at 5:00 P.M. on Wednesday, what is the guarantee reduction?
- A-19: One guarantee day. The Agreement refers to 24-hour periods not to calendar days.
- Q-20: What seniority date is used to apply for the ready reserve, Tier I and Tier II boards?
- A-20: (1) Road ready reserve board - Brakeman's date but must be Conductor qualified.
(2) Yard ready reserve board - Switchman's date.
(3) Tier I Board - Brakeman's date.
(4) Tier II Board - Earliest Brakeman's/Yardman's date.
- Q-21: Article III, Section 9(a) "note" refers to five days' pay and two rest days for employees on the reserve board. When recalled to service, what will be the two rest days?
- A-21: The sixth and seventh day after the recall date.
- Q-22: Article III, Section 14 states that established Tier I reserve board positions will always be preserved. Are Tier II positions also always preserved?
- A-22: Yes, see Article III, Section 4(d).

- Q-23: Are employees who return from engine service also covered by the note to Article III, Section 15?
- A-23: Yes, if they entered engine service from train service. Engine service employees who received a trainman's date under Article XIII, Section 2 of the 1985 National Agreement are not entitled to crew consist benefits.
- Q-24: If a ready reserve board employee is on vacation when recalled, when is the latest they can report?
- A-24: Forty-eight hours after their vacation ends.
- Q-25: Does the modified crew consist agreement change the method from moving from one working assignment to another?
- A-25: No, existing agreements control.
- Q-26: How can a working employee move to a reserve board?
- A-26: (1) By application when reductions in working positions are made and there are surplus working employees senior to employees on the reserve board or there are empty slots.
(2) Sadie Hawkins Day.
(3) By use of displacement rights (seniority permitting) when no senior employees have applications on file.
- Q-27: Will the current engineers' buyout affect the total number of positions available under this Agreement?
- A-27: No. The parties agreed to use the employee-working roster as of November 5, 1991, to determine the minimum number of positions under this Agreement.

QUESTIONS AND ANSWERS

to the

MODIFIED CREW CONSIST AGREEMENT

EFFECTIVE FEBRUARY 1, 1992

Q-28: May a Conductor, who can hold a Conductor assignment, bid in a reserve board position?

A-28: Yes, if there are sufficient Conductors junior to him/her to fill all Conductor assignments including the extra board.

Q-29: Did the Crew Consist Modification Agreement effective February 1, 1992, modify the principle set forth in Item 92(a-5) of the current Road Schedule of Rules?

A-29: No. The principle set forth in Item 92(a-5) would also be applicable to reserve boards.

Q-30: If a conductor assignment goes "no-bid," how will it be filled?

A-30: By the junior conductor holding seniority on that district who is assigned to a reserve board, working in the prior seniority district of the assignment and not holding a regular assignment as conductor, or under Q & A 29 above (division yard position).

QUESTIONS AND ANSWERS

to the

MODIFIED CREW CONSIST AGREEMENT

EFFECTIVE FEBRUARY 1, 1992

Q-31: Are yard and brakemen guaranteed extra boards considered regular assignments thus allowing employes to bid them even though they could hold a pool or rest day assignment?

A-31: Yes, for the purposes of bidding and/or making application.

Q-32: Can employes fill temporary vacancies on a guaranteed extra board?

A-32: No.

Q-33: Does the 17-day rule apply to employes while on the Reserve Board?

A-33: No, employes move off the Reserve Board by application to a vacancy or bid to a bulletined vacancy, Sadie Hawkins day, recall, or displacement.

Q-34: When a yardman is permitted out of the yard under the rules, may he bump any regular assigned position?

A-34: No, but the employe may move to a brakeman's or combination extra board or brakeman's pool if one exists.

Q-35: Is the Ready Reserve Board in Zone 100 part of the annual bulletin process.

A-35: No - See Side Letters #4 and #5.

Q-36: Is the five-day work week Agreement still applicable to the yard guaranteed extra board?

A-36: Yes.

- Q-37: How is the yard guaranteed extra board regulated?
- A-37: The Carrier shall regulate the board.
- Q-38: Does time on any Reserve Board count towards the time required to stay in the yard or in a seniority district?
- A-38: No.
- Q-39: If an employe is displaced from a yard ready reserve board, where can that employe displace to?
- A-39: In either road or yard, seniority permitting.
- Q-40: If an employe on a reserve board is a qualified Engineer and is recalled to service as an engineer, how much time does the employe have to report?
- A-40: 96 hours. The engineer contract governs recall to engineers' positions.
- Q-41: May a working employe (conductor, brakeman or yardman) relinquish their assignment and go to the Reserve Board?
- A-41: No, except under the provisions of the Sadie Hawkins side letter.
- Q-42: If pool turns are reduced and employes have application on file for a Reserve Board and they have the seniority to hold a Reserve Board, will their turn(s) be reduced rather than the junior employe's turn?
- A-42: Yes.

QUESTIONS AND ANSWERS

to the

MODIFIED CREW CONSIST AGREEMENT

EFFECTIVE FEBRUARY 1, 1992

- Q-43: When a train crew consists of a conductor only, what is the maximum number of hours that the crew may tie up for extra rest.
- A-43: Twenty-four hours under Rule 71(a) and 12 hours under Rule 71(b).
- Q-44: If an employee is on a reserve board and makes application for pool freight, is the employee covered by the 30-day and 7-day provisions of Article III, Section 9?
- A-44: No. Article III, Section 9, refers to the recall of employees when vacancies go "no-bid." Employees who make application for an assignment are making a voluntary exercise of seniority.
- Q-45: Is an employee recalled (forced) from the reserve board to a class of service required to remain in that class for 120 days?
- A-45: No, unless the employee does not transfer at the first opportunity.
- Q-46: Is an employee who makes application from the reserve board to a class of service required to remain in that class for 120 days?
- A-46: Yes, except as provided in Schedule Rules. (For example, Item 3(c) (Page 30) of the yard schedule.)