

CREW CONSIST AGREEMENT

Between

BURLINGTON NORTHERN RAILROAD

and

Its Employees Represented By

UNITED TRANSPORTATION UNION

Effective

NOVEMBER 1, 1993

FORM 12668

**MEMORANDUM OF AGREEMENT
BETWEEN
BURLINGTON NORTHERN RAILROAD
AND THE
UNITED TRANSPORTATION UNION**

ARTICLE I - CREW CONSIST

Section 1.

The basic crew consist for all crews shall be one (1) conductor/foreman and one (1) brakeman/ helper, except as otherwise provided in this Agreement.

Section 2.

Crews on through freight trains (including hours of service relief crews and crews on trains which convert to the local rate under existing rules) may be conductor-only crews; however, such conductor-only crews may only make straight pick-ups and set-outs between the initial and final terminal of the crew. (A conductor-only crew picking up, setting out or exchanging one or more locomotives and setting out a bad order car is permissible under this Agreement at any time or location during the tour of duty.) At the initial and final terminals of the crew, where yard crews are employed and on duty, conductor-only crews may only perform up to three (3) moves in connection with their own train, and each of the moves may be any one of those prescribed by Presidential Emergency Board 219: pick-ups, set-outs, getting or leaving the train on multiple tracks, interchanging with foreign railroads, transferring cars within a switching limit, and spotting and pulling cars at industries. At initial and final terminals of the crew, where yard crews are not on duty, work performed by the conductor-only crew will be governed by applicable rules.

Section 3.

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

Section 4.

(a) Trains may be operated with a crew size in excess of that required in this Agreement should the Carrier deem it necessary.

(b) Where the Carrier elects to operate a job in assigned road or in yard service with a crew consist in excess of that required by this Agreement, and the excess position is filled for three (3) consecutive days, thereafter the senior employee making application for the position will be assigned. The position may be abolished

at any time; however, the employee(s) assigned thereon will be so notified before going off duty on the last tour before cancellation becomes effective.

Section 5.

There shall be no car count or train length limitations in the operation of trains with crews provided for in this agreement.

Section 6.

Conductor pools shall protect pool freight service. When a brakeman is needed for pool freight service, the brakeman will be called from the appropriate extra board. Brakemen used in pool freight service shall be independent from the conductor at the away from home terminal and shall make the return trip only when called by the Carrier.

- (a) A demoted conductor, working as a brakeman to the away-from-home terminal, shall not be worked back to the home terminal nor on any intermediate trip as a Conductor except in case of "emergency" where there are no available conductors at the away-from-home terminal and time constraints do not permit the Carrier to deadhead a conductor from the source of supply, in which event the brakeman may fill the conductor vacancy on a one time "emergency" basis.
- (b) Brakeman called for pool freight service as set forth above, and held at the away-from-home terminal, shall receive continuous "held-away-from-home terminal time" (HAFHT) after being held twelve (12) hours at the away-from-home terminal without being called to service. Should a brakeman be called for service or ordered to deadhead after pay begins, "held-away- from-home terminal time" shall cease at the time pay begins for such service or deadheading.
- (c) If a brakeman is deadheaded to his home terminal from the away-from-home terminal, the brakeman will be paid no less than the line miles from the away-from-home terminal to the home terminal for the deadhead.
- (d) Brakemen called in pool freight service will be called and run first-in, first-out amongst themselves at the away-from-home terminal.

Section 7.

In connection with the provisions of this Article, no Carrier Supervisor, Official or non-craft employee (including yardmasters) shall be used to supplant or substitute in the exclusive work of any train or yard employee.

ARTICLE II - RESERVE STATUS

Section 1.

- (a) To be eligible for reserve status under the terms of this Article, an employee must have a seniority date in train/yard service on or before July 29, 1991 and retain an employment relationship on the effective date of this agreement, including any employees in a discharged status who are subsequently returned to service with seniority.

(b) Furloughed employees who are otherwise eligible for reserve status may request and will be assigned to reserve status if they would have been able to hold a position in train or yard service on their seniority district under the Crew Consist rules in effect immediately prior to the 10/25/91 Crew Consist Agreement if all employees in reserve status and "volunteer surplus status" under Article V of this Agreement were returned to active service.

(c) Employees who are on approved leaves of absence, who are out of service for discipline reasons, or those having seniority in other crafts, who are otherwise eligible for reserve status, will be governed by the provisions of Items 6 and 7 of Attachment 1 A to this Agreement.

(d) An employee, who is otherwise eligible for reserve board status, who is displaced as a result of the elimination of a position due to a track sale, lease, coordination, extension, abandonment, merger or similar transaction, shall have the right to be assigned and remain in reserve status, subject to recall to active service, if he meets all of the following conditions:

- i. He is unable to hold a position remaining on the subdivided seniority district after the implementation of the transaction, and
- ii. He would have been able to hold a position in active service on his seniority district under the Crew Consist rules in effect immediately prior to the 10/25/91 Crew Consist Agreement if all employees in reserve status and "volunteer surplus status" under Article V of this agreement were returned to active service and assigned to the positions remaining on the seniority district after the implementation of the transaction.

Section 2.

Employees in reserve status will be governed by the following provisions:

(a) Any eligible employee who is unable to hold a position in active service on his subdivided seniority district as a result of the implementation of the changes in the Crew Consist rules set forth in Article I, above, shall be entitled to reserve status according to the provisions set forth in Attachment 1 A to this Agreement; provided, however, that no employee may remain in reserve status if he would have been unable to hold a position on his seniority district under the Crew Consist rules in effect immediately prior to the 10/25/91 Crew Consist Agreement if all employees in reserve status and "volunteer surplus status" under Article V of this agreement were returned to active service.

NOTE: For purposes of this Agreement, "subdivided seniority district" means a seniority district subdivided based on a source of supply for protecting service on a portion of a district.

(b) Pay for an employee unable to hold a position in active service on his subdivided seniority district who requests reserve board status shall be based upon the following, whichever is greater:

- (i) 75% of the basic 5-day yard helper rate of pay; or
- (ii) 75% of the employee's earnings during the twelve (12) full calendar month period immediately preceding July 1, 1991.

(c) Employees who were absent from available service for extended periods of time during any month in the twelve month period will have the earnings for that month excluded from the period, and the period will be extended back an additional month to obtain another month's earnings. Any employee who feels that an adjustment should be made must request the adjustment within sixty (60) days of the date upon which the employee first reverts to reserve status. Thereafter, the Carrier will review the request, and if an adjustment is justified, it will be made and the employee's reserve pay will be adjusted back to the first day of reserve status. Should the adjustment request be rejected, the employee's claim may be pursued as provided by the prevailing schedule agreement.

(d) In each case, the employee's reserve board rate will be calculated as an "equivalent daily rate" as provided in Attachment 2 to this Agreement, and the employee will be paid the "equivalent daily rate" five days per week (Monday through Friday), so long as the employee is in reserve status.

Section 3.

Notwithstanding the other provisions of this Article, employees in active service may displace junior employees in reserve status on the same subdivided seniority district according to the procedures set forth in Attachment 1A to this agreement. Employees in reserve status will be governed by the conditions set forth in Attachment 1A.

An employee exercising seniority placement to the reserve board will be compensated at 75% of the basic five (5) day yard helper rate.

Section 4.

Except as provided in Section 12 of this Article, no other payments shall be made to or on behalf of an employee in reserve status except for payment of premiums under applicable health and welfare plans. (This will not preclude an employee on the reserve board from receiving payments on time claims. Time claim payments due, if any, will be paid in addition to the pay for reserve status.) No deductions from pay should be made on behalf of an employee in reserve status 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 legally required or authorized by agreement. Employees in reserve status shall be eligible for the Carrier's Tuition Refund Program on the same terms as employees in active service.

Section 5.

(a) Employees in reserve status must hold themselves available for return to active service upon fifteen (15) days of notice. Reserve status pay will continue until the date the employee is directed to report for service. Date of notification will be the date the notice is received or first attempted delivery of certified mail (return receipt requested) notice to the last address on record with the Carrier's local officers, whichever date is earliest.

(b) Employees responding to a written recall containing a request for the employee to mark up for service as soon as possible and marking up "immediately" thereafter (on date the recall letter is received or first attempted delivery) will have

their reserve board pay continued for seven (7) days from the date the recall letter is received or first attempted delivery.

Employees responding to a telephone recall and marking up "immediately" thereafter (within four (4) hours of the telephone call) will have their reserve board pay continued for ten (10) days from the date of the telephone recall.

These payments will be in addition to any compensation earned for service performed during the seven (7) or ten (10) day period.

NOTE: These provisions do not apply where the Carrier does not need an employee to report for service immediately. For example, the Carrier gives written notice to an employee 15 days prior to the date that he is recalled to active service. The employee's reserve board pay would continue until the date the employee is directed to report.

(c) Employees will be recalled to active service according to the provisions of Attachment 1-A to this Agreement.

Section 6.

(a) Employees in reserve status will be subject to the same physical examination, rules and promotion requirements as employees who are in active service.

(b) Failure to comply with any of these requirements which would result in the forfeiture of seniority for employees in active service will result in the same forfeiture, including all benefits under this Agreement, for employees in reserve status. Failure to comply with any of these requirements which does not result in forfeiture of seniority will result in forfeiture of entitlement to reserve board pay under this Article. Employees assigned to reserve boards will be given 30 days written notice by certified mail (return receipt requested) to report for physical, rules or promotion examination.

Section 7.

Other employment while in reserve status is permissible so long as there is no conflict of interest. There shall be no offset for outside earnings.

Section 8.

(a) Reserve status payments will be considered as compensable service in determining the compensation due for vacation. Vacation pay received while in reserve status will offset pay received under this Article (1 week vacation will offset 5 days reserve board pay). Time spent in reserve status will count in determining whether the employee is eligible for vacation in the succeeding year as well as in determining the length of vacation to which an employee, otherwise eligible, is entitled.

(b) Employees who qualify for vacation based upon actual service (excluding reserve board time) will be assigned vacations. Employees in reserve status who have been scheduled for vacation at the time vacations were assigned will be paid therefor as assigned. Employees in reserve board status who are eligible for vacation pay based upon reserve board time but have not been assigned a vacation period

will be paid one week of vacation for each week of reserve status until they have been paid for their vacation eligibility. Employees who were not assigned vacations and do not receive pay for all of their vacation eligibility while in reserve status will be allowed vacation, subject to the needs of service. If they are not allowed vacation, they will be paid in lieu thereof.

(c) Reserve board employees will be entitled to all lump sum payments which may be due as a result of this Agreement. Employees in reserve status who would have been subject to entry rates in active service will have the "weighted average entry rate" provided for in Article II, Section 7 of the Implementing Document dated November 1, 1991 applied to any lump sums payable under that document in the same manner it would have been applied had the employees remained in active service.

Section 9.

Employees in reserve status are not eligible for Holiday pay, Bereavement Leave or Jury Duty pay.

Section 10.

Employees in reserve status 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.

Section 11.

Reserve board employees will be permitted to make application for emergency work and pay for compensated service (including pay for emergency engine service) will be made in addition to reserve board pay, and without reduction thereof. Monthly employee protective benefits will not be offset by emergency earnings of reserve board employees under these conditions. Those desiring emergency work must make application to the appropriate Carrier officer, after which they will be placed upon a list with other employees requesting emergency work. When emergency work arises, the Carrier will call employees from this list and once used, an employee's name will be placed at the bottom of the list until all others have been called and given an opportunity to work. When contacted for emergency work, if the employee refuses the service, the employee's name will be removed from the list, and he will not be entitled to request that his name be added to the list for thirty (30) days.

Section 12.

Nothing in this Article shall be construed as depriving any employee of any rights or benefits or eliminating any obligations which such employee may have under any existing job security or other protective conditions or arrangement; provided, that there shall be no duplication or pyramiding of benefits to any employees, and, provided further, that the benefits under this Article, or any other arrangement, shall be construed to include the conditions, responsibilities and obligations accompanying such benefits.

ARTICLE III - GUARANTEED EXTRA BOARDS

Section 1.

(a) Except as provided in paragraph (c) of this section, separate guaranteed conductor and brakemen extra boards will protect all extra road service requirements. Guaranteed yard extra boards will protect all extra yard service requirements. This agreement is not intended to permit the establishment of combination road/yard extra boards where such boards are not presently permitted. The Carrier shall maintain a sufficient number of employees to permit reasonable lay off privileges and to protect the service including vacations and other extended vacancies. Except as provided in paragraph (g) of this Section, the Carrier will regulate the number of positions on the guaranteed extra boards established pursuant to this Article.

(b) If one road extra board (conductors or brakemen) is exhausted, it will be supplemented first with the other board.

(c) If, at a particular source of supply, a separate brakemen extra board cannot be maintained without employees assigned thereto incurring regular guarantee payments, then a separate brakemen extra board will not be manned at that source of supply. If a separate brakemen extra board is not manned, then the conductor's extra board will protect all extra road service requirements, both conductor and brakemen, until such time as sufficient work opportunities for brakemen are available to permit manning the brakeman's extra board without regular guarantee payments.

(d) Guaranteed extra boards shall replace existing extra boards. Employees assigned thereon will be run first-in, first-out, in accordance with existing schedule agreements.

(e) The reserve board will not be used to supplement guaranteed extra boards, except as provided in Article II, Section 11 of this Agreement.

(f) Payment of the guarantee shall be made in the payroll period in which the guarantee was incurred.

(g) Guaranteed conductors and brakemen extra boards will be increased by the appropriate number of positions when average earnings of employees manning the board exceed the monetary equivalent of 22 1/2 basic days at the appropriate basic through freight (unassigned, less than 100 mile) rate of pay in a payroll period.

Section 2.

(a) An employee working on a road and/or yard extra board will be provided a payroll period compensation guarantee or a prorated portion thereof based on the number of days on the board.

(b) Employees assigned to or reduced from the extra board, regardless of the time of day, shall utilize that calendar day in the computation of the amount of the employee's payroll period compensation guarantee. Employees selecting seniority placement to or from an extra board in conformity with existing rules, will count only those full calendar days, (12:01 AM - 11:59 PM), the employee was listed on the extra board in computing the amount of the employee's payroll period

compensation guarantee. The amount of the employee's payroll period compensation guarantee may be prorated or reduced on the basis of 1/13, 1/14, 1/15 or 1/16 (depending on the number of days in the payroll period) for each 24 hour period or portion thereof, when an employee lays off or is otherwise unavailable for service.

As an example, an employee holding a regular assignment, (15 day pay period), is displaced on the 11th day of the payroll period and forced to the extra board. That individual would be entitled to the earnings of the regular assignment for the first ten (10) days of the payroll period, in addition to 5/15 of the applicable guarantee.

(c) The payroll period compensation guarantee, subject to proration as described above, shall be an amount equal to the monetary equivalent of:

(i) On Yardmen's extra boards, protecting yard service only, eleven (11) basic days at the yard helper's basic daily five day pro rata rate in addition to any holiday pay.

(ii) On Brakemen's extra boards, protecting road brakeman service only, seventeen (17) basic days at the brakeman's basic through freight (unassigned, less than 100 mile) rate of pay.

(iii) On Conductor's extra boards, protecting only road conductor's service, seventeen (17) basic days at the conductor's basic through freight (unassigned, less than 100 mile) rate of pay.

(iv) On combination extra boards protecting both road brakeman service and yard service, seventeen (17) basic days at the brakeman's basic through freight (unassigned, less than 100 mile) rate of pay.

(v) On combination extra boards protecting road conductor service, road brakeman service and yard service, seventeen (17) basic days at the conductor's basic daily through (unassigned, less than 100 miles) freight rate.

(d) If an employee's payroll period compensation guarantee computed pursuant to the provisions of this Section exceeds the employee's actual compensation for that payroll period (including benefits payable under any federal or state unemployment insurance program), he shall be paid the difference. Special allowances paid for working on reduced crews, penalty payments and payments for attending operating rules classes, training classes, physical examinations and holidays shall be paid in addition to the guaranteed amount.

Section 3.

There shall be no duplication or pyramiding of benefits to any employees under this Article and/or other agreements or rules.

ARTICLE IV- MILEAGE REGULATIONS

There will be no change in existing practices or agreements in the regulation of the number of turns (crews) in chain gang freight pools except where

existing mileage regulation agreement provisions for pool service contain a maximum limit, such agreements will be modified by increasing the maximum limit according to the principles set forth in Attachment 3 to this Agreement.

ARTICLE V - VOLUNTEER SURPLUS STATUS

Section 1.

To be eligible for volunteer surplus status under the terms of this Article, an employee must have a seniority date in train/yard service on or before July 29, 1991 and retain an employment relationship on the effective date of this Agreement.

Section 2.

On each subdivided seniority district where the Carrier determines that it will have surplus trainmen/yardmen due to the implementation of the provisions of this Agreement, the Carrier will offer the opportunity for employees in active service as trainmen or yardmen on that subdivided seniority district to select volunteer surplus status. Employees making application for volunteer surplus status will be assigned in order of their relative seniority.

Section 3.

Employees applying for and assigned to volunteer surplus status must remain in that status until they are recalled to active service according to the terms of this Agreement or they retire, resign, die or are dismissed from service for cause. Employees in volunteer surplus status on a subdivided seniority district will not be recalled to active service until all employees in reserve status on the subdivided seniority district under Article II of this Agreement have been recalled to active service. Employees assigned to volunteer surplus status will be recalled to active service according to the provisions of Attachments 1 or 1-A to this Agreement.

Section 4.

(a) Employees applying for and assigned to volunteer surplus status will be paid according to the provisions set forth below. The amount of compensation the employee will receive for each payroll period will be determined as set forth below in paragraph (b).

(b) The amount of \$60,000 will be allocated for payroll payments. The employee will select a number of payroll periods, from 36 to 96, in which to receive equal payments, and the \$60,000 will be divided by the number of payroll periods selected by the employee to arrive at the gross amount of pay for each payroll period.

(c) Once an employee selects a payment option, that selection is irrevocable, and the employee may not change that selection. The employee will be paid according to the payment option selected once assigned to volunteer surplus status. However, at any time while the employee remains in volunteer surplus status, the employee may resign from service and receive the difference between \$60,000 and the gross amount of the total payments made under this Article up to the time that the employee resigns.

(d) Payments will continue for the consecutive payroll periods indicated in the payment option selected, or until the employee is recalled to active service, retires, resigns, dies or is dismissed from service for cause, whichever occurs first. If an employee has not been recalled to active service before the end of the consecutive payroll periods indicated in the payment option selected, the payments under this Article will cease, and the employee will remain in volunteer surplus status until recalled to active service or he retires, resigns, dies or is dismissed from service for cause. As provided in the other provisions of this Agreement, employees applying for and assigned to volunteer surplus status on the subdivided seniority district will stand for recall after all employees in reserve status on that subdivided seniority district have been recalled to active service. If an employee's entitlement to pay under this Article terminates during a payroll period, pay for that payroll period will be prorated based upon the number of days in that period the employee was eligible for pay divided by the number of calendar days in that payroll period.

Section 5.

Employees applying for and assigned to volunteer surplus status are covered by Health and Welfare plans, Union Shop, and Dues Check-off as long as they are receiving pay under this Article.

Section 6.

No other payments shall be made to or on behalf of an employee in volunteer surplus status except for payment of premiums under applicable health and welfare plans. (This will not preclude an employee in volunteer surplus status from receiving payments on time claims. Time claim payments due, if any, will be paid in addition to the pay for volunteer surplus status.) No deductions from pay should be made on behalf of an employee in volunteer surplus status 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 legally required or authorized by agreement. Employees in volunteer surplus status shall be eligible for the Carrier's Tuition Refund Program on the same terms as employees in active service.

Section 7.

(a) Employees in volunteer surplus status must hold themselves available for return to active service upon thirty (30) days of notice. Volunteer surplus status pay will continue, until the date the employee is directed to report for service. Date of notification will be the date the notice is received or first attempted delivery of certified mail (return receipt requested) notice to the last address on record with the Carrier's local officers, whichever date is earliest.

(b) Employees responding to a written recall and marking up "immediately" thereafter (on date the recall letter is received or first attempted delivery) will have their volunteer surplus status pay continued, if it has not expired under the provisions of Section 4 of this Article, for seven (7) days from the date the recall letter is received or first attempted delivery.

Employees responding to a telephone recall and marking up "immediately" thereafter (within four (4) hours of the telephone call) will have their volunteer

surplus status pay continued, if it has not expired under the provisions of Section 4 of this Article, for ten (10) days from the date of the telephone recall.

These payments will be in addition to any compensation earned for service performed during the seven (7) or ten (10) day period.

NOTE: These provisions do not apply where the Carrier does not need an employee to report for service immediately. For example, where the Carrier gives written notice to an employee 30 days prior to the date that he is recalled to active service. The employee's volunteer surplus status pay would continue until the date the employee is directed to report.

(c) Employees will be recalled to active service according to the provisions of Attachment 1 to this Agreement; provided, however, that once reserve status under Article II of this Agreement is open to seniority selection under Section 2(b) of that Article, employees will be recalled to active service according to the provisions of Attachment 1-A to this Agreement.

Section 8.

(a) Employees in volunteer surplus status will be subject to the same physical examination, rules and promotion requirements as employees who are on approved leaves of absence.

(b) Failure to comply with any of these requirements which would result in the forfeiture of seniority for employees in active service will result in the same forfeiture, including all benefits under this Agreement, for employees in volunteer surplus status. Failure to comply with any of these requirements which does not result in forfeiture of seniority will result in forfeiture of entitlement to volunteer surplus status pay and Health and Welfare coverage under this Article.

Section 9.

Other employment while in volunteer surplus status is permissible so long as there is no conflict of interest. There shall be no offset for outside earnings.

Section 10.

Employees in volunteer surplus status are not eligible for Vacation pay, Holiday pay, Bereavement Leave or Jury Duty pay.

Section 11.

Employees applying for and assigned to volunteer surplus status will be treated as being on a voluntary leave of absence for purposes of determining entitlement to benefits under any existing job security or other protective conditions or arrangement. Therefore, an employee applying for and assigned to volunteer surplus status will, upon responding to recall and returning to active service, be subject at that time to any remaining rights, benefits or obligations under any such existing job security or other protective conditions or arrangement.

ARTICLE VI - VOLUNTARY SEPARATION

Section 1.

To expedite attrition, the Carrier may offer the opportunity for voluntary early separation. Except as provided by Section 2 of this Article, the Carrier shall determine the number, conditions and timing of any offers made.

Section 2.

(a) Voluntary separation offers made pursuant to this Article will be offered in seniority order on a seniority district.

(b) If the Carrier offers additional separation offers under this Article on a seniority district after the effective date of this agreement, the amount of the first separation offer made by the Carrier on a seniority district under this Article will be as follows:

(i) For employees who are protected employees under the terms of the Crew Consist agreements effective 12/5/80, 8/1/80 or 6/29/84, the gross amount of the severance offer will be not less than \$80,000.

(ii) For all other employees, the gross amount of the severance offer will be equal to the employee's gross earnings in the calendar year 1992, but not more than \$60,000 nor less than \$30,000.

(c) The amount of subsequent separation offers made by the Carrier, if any, will be as follows:

(i) For employees who are protected employees under the terms of the Crew Consist agreements effective 12/5/80, 8/1/80 or 6/29/84, the gross amount of the severance offer will be not less than \$60,000.

(ii) For all other employees, the gross amount of the severance offer will be not less than an amount equal to the employees gross earnings in the calendar year 1992, but not more than \$60,000. All earnings from an employee's Burlington Northern W-2 Forms for actual service rendered in train and yard service will be included in the employee's 1992 earnings in computing the amount of the minimum payment under this paragraph.

Section 3.

Elected General Grievance Committee officers of the UTU (C,T&Y) who have seniority on a seniority district where the Carrier decides to offer additional separation opportunities may apply for separations offered by the Carrier under this Article.

Section 4.

This Article does not apply to any separation offers the Carrier may make for the purpose of reducing guarantee payments under labor protective arrangements, whether pursuant to a collective bargaining agreement or imposed by the ICC, or for any other purpose not related to this Agreement.

ARTICLE VII- PRODUCTIVITY FUND

Section 1.

The following provisions have been substituted for Article 17 of the Crew Consist Agreements effective 12/5/80, 8/1/80 and 6/29/84. The existing particular road and yard seniority district productivity accounts will be retained, and the year for applying the provisions to all accounts will be November 1 through October 31.

(a) For each tour of duty or road freight service trip that a crew is operated with a Conductor-only or one (1) Conductor/Foreman and one (1) Brakeman/Helper, the Carrier will credit the Employees' Productivity Account with an amount of \$48.25. The \$48.25 amount will not be subject to future general wage increases or cost-of-living adjustments.

(b) Separate Employee Productivity Accounts shall be maintained for each particular road and yard seniority district unless otherwise agreed by the UTU General Chairmen and the Carrier. At the end of each year, each protected employee performing service in that particular seniority district will be paid a Productivity Allowance based upon the total amount credited to the Employees' Productivity Account for that year and his number of yard tours of duty and/or road freight trips performed in that district during the year. For equity purposes, each paid vacation day taken by a protected employee in road freight and/or yard service will be credited in computing his Productivity Allowance amount.

EXAMPLE

Amount credited to Account at the end of year	\$482,500.00
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Number of protected employees	200
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Total number of road freight service trips and yard tours of duty by protected employees only	52,000
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\$482,500.00 divided by 52,000 = \$9.28 per share

Each protected employee receives \$9.28 x the number of his trips or tours of duty.

(c) The productivity sharing provided for above is limited to the extent that the total amount of a protected employee's Productivity Allowance cannot exceed 1/3 of his total compensation for that year.

EXAMPLE

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

(d) Productivity Allowance payments made to employees shall not be included in computing vacation pay.

- (e) When a protected employee receives Productivity Allowances based upon more than one Employee Productivity Account, the amounts paid based upon each account will be combined and the total amount paid cannot exceed 1/3 of his total compensation for that year.
- (f) When computing 1/3 of a protected employee's total compensation in any year, Productivity Allowance payments will not be included in the computation.
- (g) Productivity Allowance payments and the Special Allowance payments made for working on a reduced crew shall not be used in the computation of any monetary guarantees. The Special Allowance will be utilized in computing such things as loss of earnings and in "make whole" computations.

Monies paid under the provisions of the Crew Consist Agreements effective 8/1/80, 12/5/80 and 6/29/84 pertaining to special allowance and productivity payments will not be counted as earnings in calculating make up pay due under Merger Protective Agreements or any other existing or future monetary guarantees. Bulletins issued estimating the earnings of assignments for guarantee purposes will not include any payments anticipated under the provisions of the Crew Consist Agreements effective 8/1/80, 12/5/80 and 6/29/84 pertaining to special allowance and productivity payments.

- (h) A part-time union officer who is unable to work in road freight or yard service due to performing official union work will be credited for such actual days lost from his assignment toward his number of tours of duty or trips in computing his Productivity Allowance. The Secretaries of the respective UTU Locals will furnish the Carrier's Director Disbursements Accounting the information necessary to properly credit those individuals for the number of tours of duty or trips lost on local union work and the General Chairman will furnish this information when the time was lost on General Committee work.

Section 2.

Road freight service trips and yard tours of duty credited to each Protected Employee shall be shown on his detail of earnings. Any dispute as to the number of trips or tours of duty credited must be appealed by or on behalf of the employee to the Company's Director of Disbursement Accounting within sixty (60) days of the date the detail of earnings are distributed. If no appeals are received, the count of trips or tours shown on the detail of earnings will be binding. The Company shall advise the employees of the disposition of their appeals within sixty (60) days of the date submitted. If the dispute is not resolved, it will be barred unless appealed by the General Chairmen to the Assistant Vice President - Labor Relations within sixty (60) days thereafter.

Section 3.

The UTU may, at its discretion, arrange for an audit of the productivity accounts before distributions of the funds are made. The Carrier will cooperate with the auditor selected by the UTU during the audit of the fund by providing access to payroll records necessary to complete the audit. The fees charged by the auditor selected by the UTU, and any related expenses in connections with the audit, will be paid from the funds before the fund is distributed, and the distributions will be reduced accordingly by the amount. The UTU will give the Carrier written

authorization to make the payments to the auditor and for related expenses, and the Carrier will make those payments, and the related reductions in the funds to be distributed, before the funds are distributed.

ARTICLE VIII - SPECIAL ALLOWANCE

The Special Allowance contained in Article 16 of the December 5, 1980 Crew Consist Agreement and Articles 18 of the Crew Consist Agreements effective 8/1/80 and 6/29/84 as amended are revised to provide that:

- (a) Beginning on the effective date of this agreement, all road freight train and yard service employees working an assignment with a crew consisting of less than a conductor (foreman) and two brakemen (helpers) shall be paid an additional Special Allowance of \$15.00, as adjusted, for each tour of duty worked, as compensation for the additional services and responsibilities consistent with the operation of a reduced crew.
- (b) Beginning on the effective date of this agreement, all road freight train service employees working an assignment with a conductor only crew, shall be paid an additional Special Allowance of \$20.00, as adjusted, for each tour of duty worked, as compensation for the additional services and responsibilities consistent with the operation of a conductor/foreman only crew.
- (c) The \$15.00 and \$20.00 Special Allowances are subject to all future wage and cost-of-living allowance increases becoming effective on or subsequent to the date of this agreement. (NOTE: The 3% general wage increase effective 7/1/93 will be applied to the \$15.00 and \$20.00 Special Allowances.)

ARTICLE IX - UTILITY YARDMEN

Section 1.

Utility Yardman is a single position assignment working within switching limits compensated at the yard foreman rate of pay.

Section 2.

The duties of the Utility Yardman may include:

- (a) Couple air hoses, bleed air, and set or release handbrakes.
- (b) Perform air tests.
- (c) Line switches for yard transfer and train movements and for movement of engines between trains, roundhouse, ready track or any other location.
- (d) Perform flagman duties.

(e) Assist a yard crew or a road crew operating within switching limits. Once assigned to assist a crew, the Utility Yardman may not assist any other crew until the movement he is assigned to assist is completed.

(f) Fill a vacated position on a yard crew in the event a member of a yard crew of a foreman and one helper fails to report for duty or discontinues duty before the completion of that assignment. If a replacement for the vacated position is available from the normal source of supply, the Utility Yardman may not be required to fill the vacated position for more than two (2) hours. In the event no yardman is available (including those who may be available at the punitive rate) the Utility Yardman may be required to complete the shift.

Section 3.

If a Utility Yardman is required to assist one or more yard or road crews (other than simply lining switches for inbound/outbound trains or yard transfer movements) pursuant to paragraph 2(e) above, or to fill a vacated position on a yard crew pursuant to paragraph 2(f) above, he will be paid the special allowance provided in paragraph (b) of Article VIII of this Agreement for that tour of duty.

Section 4.

A portable radio will be furnished the Utility Yardman. The conditions and specifications for the use of a portable radio will be governed by Article 14 of the December 5, 1980 Crew Consist Agreement and Articles 16 of the Crew Consist Agreements effective 8/1/80 and 6/29/84.

ARTICLE X - SIGNING BONUS

Section 1.

Each employee who has a seniority date in train/yard service on or before July 29, 1991 and is in active service on the effective date of this Agreement, will receive a one time lump sum payment in the gross amount of \$4,000.00, within thirty days of the date the Agreement becomes effective.

Section 2.

Employees who have a seniority date in train/yard service on or before July 29, 1991 but do not qualify under Section 1 because they are on an approved leave of absence, furloughed or are out of service for discipline reasons, will, upon returning to active service as trainmen/yardmen or being assigned to a reserve board, be entitled to receive the payment provided under the terms of this Article upon completing sixty (60) days in active service as a trainman/yardman or in reserve board status, or a combination thereof.

Section 3.

Employees, who retain trainman/yardman seniority and may be working in other crafts for this Carrier, will be entitled to receive the "payment" upon completing sixty (60) days in active service as a trainman/yardman or in reserve board status, or a combination thereof.

(NOTE: The intent of this Article is to provide an employee, subject to the qualifying requirements in the Article, an additional \$4000 payment, so that the payment to an employee under this Article and the payment made to that employee under Article V of the 10/25/91 Crew Consist Agreement combined is not more than \$5000. If an employee who qualifies for the \$4000 payment under this Article did not receive the \$1000 payment provided for under Article V of the 10/25/91 Crew Consist Agreement because he did not qualify under that Article, the payment to such an employee under this Article would be \$5000 instead of \$4000.)

Signed at Ft. Worth, Texas this 21st day of October, 1993, and effective November 1, 1993.

FOR BURLINGTON NORTHERN
RAILROAD COMPANY:

FOR UNITED TRANSPORTATION
UNION:

ATTACHMENT 1 A - SENIORITY RESERVE BOARDS

Section 1.

Reserve boards will be established and maintained on each subdivided seniority district for train/yard service where there are more employees than are needed in active service, who are otherwise eligible for reserve status (excluding employees in volunteer surplus status under Article V of this Agreement) due to the changes in Crew Consist set forth in Article 1 of this Agreement.

Section 2.

(a) An eligible employee who is unable to hold a position in active service on his subdivided seniority district may exercise his seniority to any position he can hold on his seniority district or he may request reserve status. If he requests reserve status, and is otherwise qualified for that status, he will be placed on the reserve board list for that subdivided seniority district. Thereafter, he will be subject to recall to active service according to the provisions set forth below.

(b) An eligible employee in active service may elect to displace to reserve status on his subdivided seniority district so long as there is a junior employee in reserve status on that subdivided seniority district. Upon receipt of written notice, the designated carrier officer will recall the senior reserve status employee who has requested recall to active service or in the event there is no such individual, the junior reserve status employee will be recalled. The employee requesting reserve status will remain in active service until the recalled employee reports for active service.

(c) Employees recalled to active service due to a request to displace to reserve status by an employee in active service will continue to receive reserve board pay until the date he reports for service as provided in Article II, Section 5(a).

(d) Junior employees recalled to active service due to displacement from reserve status by a senior employee in active service will not be entitled to the payments provided in Article II, Section 5(b) of this agreement for responding to recall "immediately".

(e) Employees who elect to displace to reserve status must remain in that status for a minimum of sixty (60) full calendar days, and may thereafter exercise seniority to active status by submitting five (5) day written notice to the appropriate Carrier officer so long as there is a junior employee in active service on the subdivided seniority district. The employee exercising seniority placement to reserve status will remain in active status until displaced reserve board employee reports for active service. (Provisions of this paragraph only apply to instances in which employees are moving from the reserve board to active status.)

Section 3.

(a) Employees in reserve status may request recall to active service in seniority order. An employee in reserve status desiring to be recalled to active service in seniority order must request seniority recall in writing to the appropriate Carrier officer.

(b) Except as provided in Sections 4 and 5 below, when additional employees are needed in active service on a subdivided seniority district, employees will be recalled to active service in the following order:

- i The senior employee in reserve status on that subdivided seniority district with a written request on file for recall to active service will be recalled.
- ii If there is no employee in reserve status on that subdivided seniority district with a request for recall in seniority order on file, then the junior employee in reserve status on that subdivided seniority district will be recalled.
- iii If additional employees are needed on a subdivided seniority district where there are no employees reserve status, the junior employee in volunteer surplus status under Article VI of this Agreement from that subdivided seniority district will be recalled to active service.
- iv If there is no employee in volunteer surplus status from that subdivided seniority district, then the junior employee on the reserve board at the nearest location on the same seniority district by highway miles will be recalled and exercise seniority, subject to any existing prior rights restrictions, on the subdivided seniority district needing trainmen/yardmen. If the employee recalled is not subject to being force assigned to the subdivided seniority district needing trainmen/yard men due to prior rights, he may accept assignment on the subdivided seniority district needing trainmen/yardmen or exercise seniority on his subdivided seniority district. If he exercises seniority on his subdivided seniority district, then the junior employee in active service on that subdivided seniority district who is subject to being force assigned to the subdivided seniority district needing trainmen/yardmen will exercise seniority on the subdivided seniority district needing trainmen/yardmen.
- v If there is no employee on that reserve board, (nearest location by highway miles), who is subject to recall, then the junior employee in volunteer surplus status from that subdivided seniority district will be recalled, and upon reporting he may exercise seniority on that subdivided seniority district if his seniority will allow, and the junior employee in active service on that subdivided seniority district will exercise seniority on the subdivided seniority district needing trainmen/yardmen.
- vi If the recalled employee is not able to exercise seniority on his subdivided seniority district, he will exercise seniority on the subdivided seniority district needing trainmen/yardmen.

This pattern will be followed at the next closest sources of supply on the seniority district until an employee is recalled to active service and exercises seniority on the subdivided seniority district needing trainmen/yardmen.

Section 4.

Employees on reserve boards who wish to be recalled to service for outlying assignments on their subdivided seniority district must advise the appropriate Carrier officer in writing. When it is necessary to recall an employee from reserve status to fill an outlying assignment, the senior employee on the reserve board requesting recall for outlying assignments will be recalled. If there are no employees on the reserve board requesting recall for outlying assignments, the junior employee on the reserve board will be recalled and assigned.

Section 5.

An employee who is forced to an outlying assignment on his subdivided seniority district may request assignment to the reserve board for that subdivided seniority district if there are employees assigned to that reserve board. When an employee makes such a request, the senior employee assigned to the reserve board who has requested recall for outlying assignments will be recalled and assigned to the outlying assignment; provided, however, that the employee recalled will not be entitled to the payments provided in Article II, Section 5(b) of this Agreement for responding to recall "immediately". The employee who was originally forced to the outlying assignment must remain on the assignment until the employee recalled from the reserve board reports for active service.

Section 6.

Employees who are on approved leaves of absence, or who are out of service for discipline reasons, will upon returning to service, be required to exercise seniority on the subdivided seniority district on which they last performed service as a trainman/yardman. If they are unable to hold a position in active service on that subdivided seniority district, they may exercise their seniority to any position they can hold on their seniority district or they may request reserve status. If they request reserve status, and they are otherwise qualified for that status, they will be placed on the reserve board list for that subdivided seniority district.

Section 7.

Employees who have seniority in other crafts on the Carrier will not be eligible for reserve status so long as they are required to be working in the other craft.

Section 8.

As provided in Article II, Section 2 of this Agreement, no employee may remain in reserve status who would have been unable to hold a position in active service under the Crew Consist rules in effect immediately prior to the 10/25/91 Crew Consist Agreement if all employees assigned to reserve status or "volunteer surplus status" were recalled to active service.

(NOTE: Employees in volunteer surplus status are not considered employees in active service.)

ATTACHMENT 2 - RESERVE BOARD PAY

Section 1.

The "equivalent daily rate" based upon the five (5) day yard rate will be 75% of the basic daily rate for a five (5) day yard helper. This amount will be subject to general wage increases.

Section 2.

The "equivalent daily rate" based upon an employee's earnings during the twelve full calendar month period immediately preceding July 1, 1991 will be calculated as follows:

The employee's earnings for the twelve full calendar month period will be divided by fifty-two (52) to arrive at a weekly rate. The weekly rate will be divided by five (5) to arrive at a daily rate. The daily rate will be multiplied by 75% to arrive at the "equivalent daily rate."

All earnings for actual service rendered in train or yard service during the twelve month period will be included in the employee's earnings in computing the "equivalent daily rate" under this paragraph 2. This amount will not be subject to general wage increases.

Section 3.

Employees who were absent from available service for extended periods of time during any month in the twelve (12) month period will have the earnings for that month excluded from the period, and the period will be extended back an additional month to obtain another month's earnings. Any employee who feels that an adjustment should be made, must request the adjustment within sixty (60) days of the date upon which the employee first reverts to reserve status. Thereafter, the Carrier will review the request, and if an adjustment is justified, it will be made and the employees reserve pay will be adjusted back to the first day of reserve status. Should the adjustment request be rejected, the employee's claim may be pursued as provided by the prevailing schedule agreement.

Section 4.

Employees who were on approved leaves of absence, or who are out of service for discipline reasons, during the entire twelve (12) month period immediately preceding the effective date of this Agreement will have their "equivalent daily rate" under item 2 above calculated by taking the average of the employees immediately senior and immediately junior to them working in the same class of service.

Section 5.

Time lost by an employee for union business will be included in computing an employee's earnings in the twelve (12) month period. The UTU will provide the Carrier the necessary information to determine an employee's time lost for union business during the twelve (12) month period.

ATTACHMENT 3 - MILEAGE REGULATION - POOL SERVICE

Section 1.

The intent of this attachment is to provide guidelines for adjusting the maximum limits of existing mileage regulation agreement provisions to offset the mileage miles lost per trip due to the increase in the miles in a basic day over 100. This adjustment will be made on a local basis upon the request by the appropriate UTU local chairman to the appropriate local officer.

Section 2.

The increase in the mileage maximum will be in proportion to the decrease in the mileage miles earned in the normal terminal-to-terminal trip by a crew in the particular pool compared to the line miles of such normal terminal-to-terminal trip. Following is an illustrative example.

EXAMPLE

For pool "X", the existing mileage regulation provisions provide that the pool be regulated to provide average mileage in the range of 3200 to 3800 miles, so that the maximum limit is 3800 miles.

The pool protects service between points "A" and "B", and these points are 200 rail miles apart. Based upon a 3800 mile maximum, and a 200 mile trip, a crew in the pool would have averaged 19 trips per month if it was regulated at the maximum limit.

The lost mileage miles per trip due to the increase in the miles in a basic day over 100 when the miles in a basic day are 114 would be 14 mileage miles per trip. The lost mileage miles per month would be 266 (14 lost mileage miles per trip x 19 trips per month).

Under this Attachment, the maximum mileage regulation limit would be increased by 266 miles, from 3800 miles to 4066.

Section 3.

The increase in the mileage maximums pursuant to the principles set forth in this Attachment is only intended to adjust the mileage regulation ranges, and does not affect the other procedures in the mileage regulation provisions.

Section 4.

Existing "start tables" will be adjusted according to the principles above.

SIDE LETTER #1 ADDRESSED TO L. W. SWERT

Dear Mr. Swert:

This refers to the Agreement signed this date concerning Crew Consist.

As we discussed, the guaranteed extra board provisions in the agreement contemplate rotating extra boards. Presently there are seniority yard extra boards at various points of the Carrier's system.

We agreed that local union committees could elect to retain the seniority yard extra boards. If they elect to do so, then the provisions of Article III of the Crew Consist Agreement signed this date will not apply to such yard extra boards. However, the Carrier will endeavor as near as practicable to adjust such yard extra boards so that employees assigned thereto will have ten days of available work per pay period on the average. It is understood that this is not intended to be, and will not be considered a guarantee.

If the local union committee does not elect to retain existing seniority yard extra boards, then Article III of the Crew Consist Agreement signed this date will apply. In applying it to a daily mark-up yard, vacancies will first be filled by regular yardmen who are not marked up on regular assignments when the board is marked. Thereafter, vacancies and extra work will be filled by extra board employees assigned to the yard guaranteed extra board on a first in, first out basis.

If the above correctly reflects our understanding, please sign this letter in the space provided below.

Sincerely,

L. W. SWERT

SIDE LETTER #2 ADDRESSED TO L. W. SWERT

Dear Mr. Swert:

This refers to the Agreement signed this date concerning Crew Consist.

This will serve to confirm that I agreed that a ground service employee removed from his assignment to protect "emergency" engine service will be entitled to receive no less compensation than would have been earned had the employee remained on his regular assignment.

Sincerely,

SIDE LETTER #3 ADDRESSED TO L. W. SWERT

Dear Mr. Swert:

This refers to the Agreement signed this date concerning Crew Consist.

This refers to the Agreement signed this date, and particularly your concern that it does not adequately provide for the continuation of the moratorium in the Crew Consist Agreements effective 12/5/80, 8/1/80 and 6/29/84.

This is to advise you that inasmuch as the Agreement signed this date purported only to change certain elements of the Crew Consist Agreements, and did not purport to change the terms of the moratorium, the terms of the moratorium remain in effect, except to the extent certain elements covered by the moratorium are modified by the terms of the Agreement signed this date.

Sincerely,

SIDE LETTER #4 ADDRESSED TO L. W. SWERT

Dear Mr. Swert:

This refers to the Agreement signed this date concerning Crew Consist.

We discussed the possibility that the Carrier would establish interdivisional service through a home terminal during a period while employees were in reserve status or voluntary surplus status at that location. I advised you that, in such circumstance, those employees assigned to the reserve status or volunteer surplus status at the location of the terminal that was run through would be entitled to the moving benefits associated with the establishment of interdivisional service, (Article XIII of the UTU 1/27/72 National Agreement) including comparable housing allowances if appropriate, if they are recalled to service at another terminal on the seniority district.

I further advised that, employees who were in reserve status or voluntary surplus status at the location of a terminal that was affected under the situations contemplated in Article II, Section 1, (d) of the Agreement would be entitled to such benefits when they are recalled to service at another terminal on the seniority district.

Sincerely,

SIDE LETTER #5 ADDRESSED TO L. W. SWERT

Dear Mr. Swert:

This refers to the Agreement signed this date concerning Crew Consist.

During those discussions, we explored the possibility of establishing a formal conductor/foreman training program. We agreed to continue to explore this subject in an effort to agree upon the establishment of such a program.

Sincerely,

SIDE LETTER #6 ADDRESSED TO L. W. SWERT

Dear Mr. Swert:

This refers to the Agreement signed this date concerning Crew Consist.

It was understood that my letter to Messrs. Cox and Lankford dated October 25, 1991 dealing with the application of the Collective Bargaining Agreements applicable to employees working in the former SLSF territory to employees working in the former ATN territory was not disturbed by the Agreement signed this date concerning Crew Consist.

Sincerely,

AGREED:

L. W. SWERT

G. THOMAS DuBOSE
International President

**UNITED
TRANSPORTATION**

LLOYD W. SWERT
Assistant President

CHARLES L. LITTLE
General Secretary and Treasurer

UNION

14800 DETROIT AVENUE
CLEVELAND, OHIO 44107-4250
PHONE: 216-228-9400
FAX: 216-228-5755

SIDE LETTER # 7

October 27, 1993

Mr. James B. Dagnon
Executive Vice President - Employee Relations
Burlington Northern Railroad
3000 Continental Plaza
777 Main Street
Fort Worth, TX 76102

Dear Mr. Dagnon:

This is in reference to your letter of October 21, 1993, addressed to Assistant President L. W. Swert that acknowledged my letter to you dated October 14, 1993.

I advised you in my October 14, 1993 letter that the ratification by the membership of the agreement attached to your June 23, 1993 letter represented final settlement of all outstanding Section 6 notices and negotiations on the BN Southern Lines relating to the consist of crews. Therefore, the agreement attached to your June 23, 1993 letter should be placed into effect in lieu of the October 25, 1991 Crew Consist Agreement. Given the manner in which this matter has arisen, no formal execution is required.

Please include this letter as Side Letter #7 in printing the ratified agreement, and arrange to have copies of the agreement distributed.

Sincerely,

/s/ G. Thomas DuBose

G. Thomas DuBose
International President

cc: Lloyd W. Swert, Assistant President
All BN General Chairpersons

Article I (Crew Consist)

1. Q. Does this agreement affect the Initiated Act I of 1972 which repealed Arkansas' railroad crew laws?
A. No.
2. Q. In the event a member of yard crew consisting of a foreman and one helper fails to report for service or discontinues service prior to the completion of the shift, may the Carrier require the remaining crew member to continue working until a replacement arrives?
A. No.
3. Q. Will local freight, work train, mine run and road switcher assignments be required to have one brakeman?
A. Yes, only through freight trains may be operated conductor-only.
4. Q. Will all yard assignments (other than single position assignments) be manned by not less than 1 foreman and 1 helper?
A. Yes.

Section 2.

1. Q. Do the terms "straight pick-ups" and "straight set-outs" contemplate that a conductor-only crew may spot cars set out from their train enroute or pull cars from industry spots which they are picking up?
A. Yes. For the purposes of this agreement the language of Side Letter No. 8 to the October 31, 1985 National Agreement as quoted herein will apply at intermediate points. "This does not allow cars to be cut in behind other cars already in the tracks or cars to be picked up from behind other cars already in the tracks. It does permit the cutting of crossings, cross-walks, etc., the spotting of cars set-out, and the respotting of cars that may be moved off spot in the making of the straight set-out or pick-up".
2. Q. Does the language "straight set-out or straight pick-up" contemplate picking up or setting out on more than one track at each yard or location?
A. No, unless the entire pick-up or set-out could not be held on one track at any yard or location.
3. Q. Article I, Section 2, provides that trains that convert to local rate may be operated conductor-only. Does this mean that local service can be operated with conductor-only crews?

A. No. Only through freight trains may be operated with conductor-only crews. The purpose of the parenthetical statement in Article I, Section 2, is to provide for circumstances where conductor-only crews convert to local rate of pay pursuant to other schedule rules while performing the allowable straight pick-ups and set-outs between the initial and final terminals, as provided in Section 2. Such through freight trains that convert to local rate may be operated with a conductor-only crew.

4. Q. Article I, Section 2 states in part: "At initial and final terminals of the crew, where yard crews are not on duty, work performed by the conductor-only crew will be governed by applicable rules". Under this language, are conductor-only crews to be compensated under provisions of Article V, Section 2 of the June 25, 1964 National Agreement when performing such service at yards where provisions of Section 1 of Article V of the June 25, 1964 National Agreement apply?
- A. This agreement does not change any existing rules governing pay for work performed at the initial and final terminal.
5. Q. Will a brakeman be assigned to crews that are used to load coal trains?
- A. No, unless the coal loading jobs are operating as local freight assignments.
6. Q. Can an employee refuse to commence or continue to work with less than the required crew consist or to perform more than the number of initial or final terminal work events described in this agreement?
- A. Yes. An employee is not required to work with less than the basic crew except in conductor-only service. A conductor working alone pursuant to Article I, Section 2 can refuse to perform station switching between terminals or to perform more than the number of work events prescribed by PEB 219 at initial or final terminals where yardmen are employed and on duty.
7. Q. How many pickups/setouts are necessary in order to qualify for the local rate of pay?
- A. Existing rules providing for conversion of the through freight rate of pay to the local rate of pay are not changed.
8. Q. Can the Carrier simply designate conductor-only pools or assignments as through freight service in order to operate conductor-only?
- A. Such designation in and of itself does not allow conductor-only service. Conductor-only crews will not be required to perform duties in excess of those identified in Article I, Section 2 and will not be censured or disciplined in any manner for refusal to do so as is provided in Article 12 of the December 5, 1980 Crew Consist Agreement and Articles 11 of the August 1, 1980 and June 29, 1964 Crew Consist Agreements.

Section 3.

1. Q. Article I, Section 3 states: The Carrier is not restricted by this Agreement from establishing or continuing assignments which have been single-position assignments such as but not limited to pilots, skatemen and car retarder operators. Does this Agreement provide for or allow the Carrier to eliminate such single position assignments?

A. Existing rules governing the establishment or discontinuance of single position assignments are not changed by this agreement.

Section 4.

1. Q. Where the Carrier elects to operate a job in assigned road or yard service with a crew consist in excess of that required by this agreement, will the additional position(s) be filled in accordance with existing practices and schedule rules providing for filling permanent vacancies?

A. Yes.

2. Q. In the event the Carrier abolishes a position established under Article I, Section 4(b) and does not notify the employee assigned to the position prior to completion of the last tour of duty before cancellation becomes effective, what is the penalty to the Carrier?

A. The employee will be entitled to work an additional trip or tour of duty before being removed from the assignment.

3. Q. Article I, Section 4(b) states in part: "Where the Carrier elects to operate a job in assigned road or yard service with a crew consist in excess of that required by this agreement, and the excess position is filled for three (3) consecutive days, thereafter, the senior employee making application for the position will be assigned." When and where an entire pool of unassigned freight crews are worked with a crew consist in excess of that required by this Agreement, will the senior employee(s) making application be assigned the position?

A. Yes.

4. Q. Under the language quoted in the above question, will those positions be open for seniority selection under applicable schedule rules?

A. Yes.

Section 6.

1. Q. Article I, Section 6 states in part: "conductor pools shall protect pool freight service". Are all conductors going to be placed in a "pool" to protect all jobs or are we still going to have our various pools and pool cars to mark to as they exist now?

A. Nothing in this agreement is intended to combine pools where separated pools are presently maintained.

Section 6(a).

1. Q. Can a non-promoted brakeman working to the away from home terminal, be worked back as a conductor under "emergency conditions"?
- A. No, a promoted conductor must be used in this case.
2. Q. Does a pilot job, work train, or extra train at the away-from-home terminal constitute an emergency under this paragraph?
- A. No. Extra jobs are not normally an emergency.
3. Q. Define a one time "emergency" basis as used in this section?
- A. The term one time "emergency" basis means that a promoted brakeman may be used for only one trip (either an intermediate trip or a trip to the home terminal) if called for service as a conductor at the away from home terminal. For example, a conductor becomes ill or is called home due to a family emergency and time constraints do not permit the Carrier to deadhead a conductor from the source of supply to protect the vacancy.

Section 6(b).

1. Q. Do conductors go on continuous held away-from-home terminal time after twelve (12) hours?
- A. No.
2. Q. Does held-away-from home terminal cease when called on duty or when the brakeman departs the away from home terminal?
- A. HAFHT pay shall cease at the time pay begins for service or deadheading.
3. Q. Article I, Section 6(b) provides for "held-away-from-home-terminal" time to be paid continuously after being held for twelve (12) hours. A brakeman works to an away-from-home terminal and is called for a deadhead after being held thirty-six (36) hours at the away-from-home terminal. What payment is due the brakeman?
- A. The brakeman would be due payment for all hours in excess of twelve (12) hours, in this case twenty-four hours, plus no less than the line mileage (with the minimum of a basic day) for the return trip.
4. Q. Under the language of Article I, Section 6(b), if a brakeman is held for twenty (20) hours, called and then not used, held an additional four (4) hours and then deadheaded to his home terminal, what payment would be due?

A. The brakeman would be allowed twelve (12) hours HAFHT, plus no less than the line mileage (with the minimum of a basic day) for the return trip, plus payment due under his schedule Agreement for called and not used.

5. Q. Does Article I, Section 6(b) apply where a brakeman is deadheaded to the away-from-home terminal and held more than twelve hours?

A. Yes.

Section 6(c).

1. Q. Does Article I, Section 6(c) prevent the Carrier from deadheading a brakeman from the away-from-home terminal to the home terminal and compensate the brakeman on the basis of a basic day?

A. A brakeman used according to Article 1, Section 6(c) will not be paid less than the line miles (with the minimum of a basic day) between the away-from-home terminal and the home terminal, regardless of whether the brakeman performs service or is deadheaded.

2. Q. Would the answer to the above question be the same in pools where the Carrier elects to operate the train crews as a combined conductor and brakeman crew?

A. No. The Carrier has the right to operate through freight pools with a brakeman regularly assigned with the conductor. Where the Carrier elects to do so, the brakeman positions on the individual pool turns will be open to seniority selection pursuant to the applicable provisions of prevailing schedule rules. The brakeman will be operated in combination with the conductor and all applicable schedule rules, including the deadheading provision, apply to the entire combined crew.

3. Q. Does this section contemplate paying the brakeman no less than line miles for a deadhead from the home terminal to the away-from-home terminal?

A. No. Article I, Section 6(c) only applies to a brakeman who is deadheaded from the away-from-home terminal to the home terminal.

Section 6(d).

1. Q. Does Section 6(d) set aside agreements providing that crews will not be required to make more than one (1) turn around trip out of the away-from-home terminal before returning to the home terminal?

A. No. Existing agreements limiting the number of turn around assignments at the away-from-home terminal remain unchanged and will apply to individual conductors and brakeman in the same manner as they previously applied to crews consisting of a conductor and one or more brakemen.

2. Q. What will a brakeman be paid if run-around at the away-from-home terminal?
- A. Such brakeman run-around at the away-from-home terminal will be allowed the penalties for run-arounds due under applicable schedule rules.

Section 7.

1. Q. What is meant by the term "non-craft employee"?
- A. "Non-craft employee" means any employee other than a conductor, brakeman or yardman employed by Burlington Northern Railroad.

Article II (Reserve Board)

Section 1(a).

1. Q. How long will the reserve board last?
 - A. The reserve board will be maintained any time a conductor, brakeman, yard foreman or switchman who has a seniority date in train/yard service on or before July 29, 1991 and could have held a position in train or yard service under the crew consist rules in effect immediately prior to the 10/25/91 Crew Consist Agreement, cannot hold such a position in active service.

Section 1(b).

1. Q. How will the Carrier determine "who would have been able to hold a position in active service under the crew consist rules in effect immediately prior to the 10/25/91 Crew Consist Agreement"?
 - A. At any time when it is necessary to determine who would have been able to hold a position in active service under the crew consist rules in effect immediately prior to the 10/25/91 Crew Consist Agreement, the Carrier will apply the rules in effect prior to the 10/25/91 Crew Consist Agreement to the actual service in place at the time the determination is to be made.
2. Q. How will the appropriate number of extra board positions be calculated?
 - A. Utilizing a ratio of the extra positions to regular positions, as reflected by the actual ratios existing under the Crew Consist Agreements in effect prior to October 25, 1991.
3. Q. Is it possible to have people on furlough as well as in reserve status if there is a reduction in business?
 - A. Yes. An employee who would have been unable to hold a regular or extra position in train or yard service anywhere on the seniority district under provisions of the crew consist agreements in effect immediately prior to the 10/25/91 Crew Consist Agreement may be furloughed. The Carrier has the burden of proving the employee could not have held a position under provisions of the crew consist agreements in effect immediately prior to the 10/25/91 Crew Consist Agreement.

Section 2(b).

1. Q. Will the Carrier include yardmaster and engineer earnings received during the twelve (12) month period before July 1, 1991 when computing reserve board pay under Section 2 (b) (ii) for employees with yardmaster or engineer seniority?
A. Yes.
2. Q. An employee was in the Engineer Training Program during the months of August through November of 1991, but is not working as a brakeman. Will the months of August, September, October and November, 1991, be counted in calculating reserve board pay under Article II, Section 2(b) (ii)?
A. No. Those months, August through November, 1991, will be excluded and the period will be extended back an additional four (4) months to attain twelve (12) full calendar months.

Section 2(c).

1. Q. An employee was out of service for two (2) years and then returned to service four (4) months prior to July 1, 1991. What period will be used to calculate his reserve board pay under Article II, Section 2(b) (ii)?
A. The four (4) full months immediately prior to July 1, 1991 plus the eight (8) full months immediately prior to the absence will be used to attain twelve (12) full calendar months.

Section 2(d).

1. Q. Can employee earnings (equivalent daily rate) be adjusted upward when time claims, claimed during the qualifying period but not paid until a later date, are subsequently paid?
A. Yes. Amount(s) will be added to qualifying period amount and readjusted to reflect additional earnings.
2. Q. Are the equivalent daily rates for reserve board employees subject to entry rates?
A. No.

Section 3.

1. Q. How is it determined whether an employee is entitled to 75% of the basic 5-day yard helper rate or 75% of his earnings during the twelve (12) full calendar month period immediately preceding July 1, 1991?
 - A. Any time an employee exercises seniority in order to voluntarily access reserve board status, that employee will receive pay based upon 75% of the basic 5-day yard helper rate. Employees who are in reserve board status due to being unable to hold a position in active service on the subdivided seniority district will receive reserve board pay based upon either 75% of the basic 5-day yard helper rate of pay or 75% of his earnings during the twelve (12) full calendar month period immediately preceding July 1, 1991, whichever is the greatest.

Section 5(a).

1. Q. When will an employee with engineer or yardmaster seniority who is in reserve status be required to report for duty if recalled to active service as an engineer or yardmaster?
 - A. Employees recalled to active service for permanent vacancies in either engine service or as a yardmaster will be recalled pursuant to the terms of the agreement between the Carrier and the Organization representing the craft to which the employee is recalled.
2. Q. Will an employee with engineer or yardmaster seniority who is in reserve status be subject to the conditions set forth under Article II, Section 5,(b) when required to report for engineer or yardmaster service before the expiration of 15 days?
 - A. No. The employee is ineligible for reserve status when required to be working a regular position in the other craft under provision of Section 7 of Attachment 1 A to this Agreement.
3. Q. Will the Carrier post information regarding the current status of reserve boards for the employees?
 - A. Yes, that information will be available along with other crew board records. If an employee is leaving town, etc. the employee may also request information regarding his standing on the reserve board by telephone.

Section 5(b).

1. Q. Can the Carrier require an employee to return to active service (from reserve board status) in less than fifteen (15) days from the date of notice?
 - A. No. Employees in reserve board status must hold themselves available for return to active service upon fifteen (15) days notice. The Carrier cannot compel an employee to report for active service prior to the

fifteen (15) day period; however, if the Carrier requests that an employee report sooner, the employee would be governed by the provisions of Article II, Section 5(b). The Carrier cannot arbitrarily stop an employee's reserve board pay prior to the end of the fifteen (15) day notification period when the employee does not report for active service.

For example:

An employee is notified on the 1st of the month and is requested to report for active service on the 5th of the month. The employee could not be compelled to report prior to the 15th of the month; however, if he did report on the 5th of the month, his reserve board pay would continue to be paid in addition to his service earnings for seven (7) days after he reported for duty, or until the 11th of the month.

An employee is notified on the 1st of the month and is requested to report for active service on the 10th of the month. The employee could not be compelled to report before the 15th of the month; however, if he did report on the 10th of the month, his reserve board pay would continue to be paid in addition to his service earnings until the fifteen (15) day notification period expired on the 15th of the month.

2. Q. Will employees in reserve status receive payments for physical and rules examinations, etc. in addition to reserve board payments?
 - A. No. Reserve board employees will however receive penalty time claims in addition to their reserve board pay.
3. Q. May a reserve board employee file written request for recall at another location on the seniority district?
 - A. Yes. For purposes of recall the employee will thereafter be treated as if he is on the reserve board at both locations.

Section 7.

1. Q. Other employment while in reserve status is permissible so long as there is no conflict of interest. What does "conflict of interest" mean?
 - A. The employee may not accept employment which may monetarily disadvantage Burlington Northern Railroad. In case of uncertainty, the employee should contact system labor relations prior to accepting other employment.
2. Q. Will the Carrier provide employees in reserve and volunteer surplus status the opportunity to apply for the Locomotive Engineer Training Program during the time they are in reserve or volunteer surplus status?

A Yes. Employees in reserve and volunteer surplus status on each seniority district will be notified via certified mail (return receipt requested).

Section 8(a).

1. Q. Since both yard and road employees will be assigned to a common reserve board, will each day spent on the reserve board count as 1.6 vacation qualifying days?
 - A. Yes.
2. Q. How will an employee who is in reserve status be compensated for vacation?
 - A. The employee will either be compensated at 1/52 of the previous years earnings (including reserve board pay) or five (5) days reserve board pay, whichever is greater, for each week of vacation.
3. Q. Do reserve status employees qualifying for vacation based on reserve board time collect vacation pay beginning January 1st?
 - A. Yes, if the employee is in reserve status. If the employee is not in reserve status on January 1, he will receive a vacation or pay in lieu thereof during the year. In the event the employee returns to the reserve board before receiving vacation in active service, he will be compensated for vacation immediately after returning to reserve status.

Section 8(b).

4. Q. How are employees in reserve board status handled in regard to the assignment and taking of vacations?
 - A. Employees who qualify for vacation only by including reserve board status pay will not be assigned a vacation, but will be paid one week of vacation for each week they remain in reserve status (subject to fifteen (15) day recall provisions) until they have been paid for their vacation eligibility.

Section 11.

1. Q. If a reserve status employee with yardmaster seniority is used as an extra yardmaster, will yardmaster earnings be deducted from reserve board pay?
 - A. No. The employee will receive the yardmaster earnings in addition to his reserve board pay.

Section 12.

1. Q. Is a reserve status employee entitled to receive merger guarantee payments or displacement allowances derived from other protective conditions or arrangements?

A. Yes, subject to the conditions, responsibilities and obligations accompanying such benefits.

2. Q. Will an employee's C-1 BN/Amtrak protection or other protective guarantee pay be included as a part of the previous twelve (12) months earnings when determining the employee's reserve board pay?

A. No. The employee can claim C-1 or other protective guarantee pay while in reserve status.

Article III (Guaranteed Extra Boards)**Section 1(a).**

1. Q. Will brakemen electing to mark to the brakemen's extra list be required to be conductor qualified?
A. No.
2. Q. If only a conductor's extra board is maintained, will a prior right brakeman without conductor's qualification, be forced to the reserve board?
A. Yes, if he can not hold a position as a brakeman or yardman on his subdivided seniority district and does not elect to exercise seniority to an available position elsewhere on the seniority district.

Section 1(b).

1. Q. In the event that conductor and brakemen's extra board both become exhausted, how will they be supplemented?
A. If the conductor and brakeman's extra board are both exhausted they will be supplemented in accordance with existing rules and practices.
2. Q. When one board is supplemented from the other, to which are the earnings for board calculating purposes attributed, the board supplemented, or the board supplementing?
A. The board supplemented, those earnings would be included in applying Article III, Section 1 (g).

Section 1(c).

1. Q. When will a guaranteed brakeman's extra board be blanked?
A. A brakemen's guaranteed extra board may be blanked if the work opportunities for one brakeman are insufficient to permit manning such board without regular guarantee payments.
2. Q. What are considered to be regular guarantee payments?
A. Guarantee payments in two or more consecutive pay periods.

Section 1(d).

1. Q. Does "first-in, first-out" change practices in effect prior to the effective date of this agreement governing the operation of rotary extra boards?
A. No.

Section 1 (e), (g).

1. Q. Will the Carrier provide the Local Chairman with copies of the computations and records used to determine the proper number of employees to assign to the extra boards under Article III, Section 1?
 - A. Yes, at the request of the Local Chairman.

Section 2(b).

2. Q. Will an employee who is forced to a guaranteed extra board at 1:00 pm on Monday be entitled to claim guarantee for that day?
 - A. An employee who is force assigned or displaced from a guaranteed extra board will be entitled to claim guarantee for that day regardless of the time when the act occurs.

Section 2(c), (i).

1. Q. Are yard extra board employees required to protect road assignments when the road extra boards are exhausted?
 - A. Yard extra boards will continue to protect temporary vacancies for brakeman assignments when both road extra boards are exhausted.

Section 3.

1. Q. What is an example of an application of the prohibition against “duplication or pyramiding of benefits” mentioned in Article III, Section 3?
 - A. Extra board guarantee payments may be used to offset any merger guarantee or other protective payments.

Article V (Volunteer Surplus Status)

Section 2.

1. Q. How many employees will be entitled to request "volunteer surplus status" on each subdivided seniority district?
 - A. Any employee on a subdivided seniority district where there are surplus employees will be given the opportunity to select volunteer surplus status. (If the Carrier decides to offer voluntary separations on a seniority district, it will delay offering volunteer surplus status until requests for separations are processed.)
2. Q. What is the relationship between volunteer surplus status and engine service. May an employee in train and yard service who also has seniority in engine service select voluntary surplus status? If so, will that employee be recalled to engine service when needed? If recalled to engine service, then furloughed from engine service, may that employee return to volunteer surplus status?
 - A. The employee with seniority in both train/yard and engine service is entitled to select volunteer surplus status, if the employee is in active service as trainman or yardman when volunteer surplus status is established. The employee will be subject to recall to engine service pursuant to schedule rules and agreements applicable to that craft. If the employee is again reduced from engine service and is unable to hold a position in active service on the subdivided seniority district as a result of the implementation of this agreement, the employee may select reserve status.
3. Q. Will the Carrier post information regarding the current status of the volunteer surplus board?
 - A. Yes, that information will be available along with other crew board records.

Section 4(a).

1. Q. Will employees in volunteer surplus status be entitled to collect merger guarantee or other existing displacement allowances?
 - A. Employees in voluntary surplus status will not be entitled to collect merger guarantee or other existing displacement allowances during the period of time when they are in volunteer surplus status. Such protective benefits will be reinstated after the employee is recalled to active service.

Section 4(b).

1. Q. Will an employee assigned to volunteer surplus status receive vacation pay earned in 1992?
 - A. Yes. An employee who has not received paid vacation prior to entering volunteer surplus status will receive pay in lieu of vacation.

Section 4(c).

1. Q. If an employee in volunteer surplus status dies will the difference between \$60,000 and the gross amount of the payments previously received be paid to the employee's estate?
 - A. Yes.
2. Q. Can an employee be returned to Voluntary Surplus Status after being recalled to active service?
 - A. No. Once the employee is recalled to active service, he will be entitled to reserve status if unable to hold a position on his subdivided seniority district.

Section 4(d).

1. Q. Do volunteer surplus status payments end if the employee is recalled to active service prior to depleting the entire \$60,000 amount?
 - A. Yes.

Section 5.

1. Q. If an employee in volunteer surplus status has not been recalled to active service prior to receiving the final payment, will health and welfare coverage continue?
 - A. Health and Welfare coverage will continue until the end of the month following the month in which an employee last receives compensation under this Article.

Section 7.

1. Q. Is an employee in volunteer surplus status eligible for any subsequent separation offers made under Article VI, Section 2, (c)?
 - A. No, not unless the employee has been recalled and is in active service as a trainman/yardman.

Section 8.

1. Q. Are employees in volunteer surplus status required to take rules and physical examinations?
 - A. Employees in volunteer surplus status will not be required to take physical, rules or promotion examinations until recalled to active service.

Article VI (VOLUNTARY SEPARATION)

Section 1.

1. Q. Will the signing bonus under Article XIII and any unpaid vacation be payable to those employees requesting and granted separation under Article VI in addition to the separation allowance?
 - A. Yes.

ARTICLE VII (PRODUCTIVITY FUND)

1. Q. Are employees, either forced or volunteering for reserve status eligible for payment, or accrual, of productivity shares for time spent on reserve boards?
A. No.
2. Q. Are employees who hired out after the effective date of the pertinent Crew Consist Agreement (effective 12/5/80, 8/1/80 or 6/29/84) eligible to participate in the productivity fund?
A. No.
3. Q. Will vacation taken while on the reserve board count as Productivity Shares the same as vacation taken off active yard or road assignments?
A. An employee in reserve status who is receiving vacation pay based on the previous years actual earning will receive one productivity fund share for each day of paid vacation under provision of Article 17 of the December 5, 1980 Crew Consist Agreement and under provisions of Article 19 of the Crew Consist Agreements effective August 1, 1980 and June 29, 1984. Reserve status employees who are eligible for vacation pay based upon reserve board time will not receive productivity fund shares.
4. Q. Will personal leave days be counted as credits or productivity fund shares?
A. No.

ARTICLE VIII - (SPECIAL ALLOWANCE)

1. Q. In road service when conductor-only or reduced crew is deadheaded either to or from the home terminal, is the Special Allowance payable?

A. No. Individual employees or crews are not entitled to the special allowance when deadheading.
2. Q. Is the \$20.00 and \$15.00 Special Allowance referred to in Article IX paid in addition to the Special Allowances provided for in Article 16 of the Crew Consist Agreement dated 12/5/80 and Articles 18 of the Crew Consist Agreements effective 8/1/80 and 6/29/84, as those Articles have been amended?

A. No. The increased Special Allowances provided for in this Agreement replaces the Special Allowances provided for in the Crew Consist Agreements effective 8/1/80, 12/15/80, and 6/29/84, as amended.
3. Q. Would an employee working on a conductor-only crew be entitled to receive the Special Allowance provided for in Article IX, paragraph (b) in addition to the Special Allowance amount provided for in Article IX, paragraph (a)?

A. No. The employee would only receive the \$20.00 Special Allowance. Each employee working on a crew consisting of a conductor/foreman and brakeman/helper is entitled to the \$15.00 Special Allowance.
4. Q. Does the \$20.00 Special Allowance under Article IX, paragraph (b) apply to single-position assignments such as pilots, skatemen and car retarder operators?

A. No, except as provided for utility yardman under Article X, Section 3.

Article IX (Utility Yardmen)

Section 2(a).

1. Q. Would the utility yardman receive air pay for coupling and uncoupling air hoses of engines or cars?
 - A. Yes, if employed prior to October 31, 1985.
2. Q. Are utility yardman assignments subject to starting time rules?
 - A. Yes, utility yardman assignments will come under the starting time rules applicable to other yard service assignments?

Section 2(c).

1. Q. Does the position of switchtender still exist?
 - A. Existing rules providing for the employment and use of switchtenders are not changed.
2. Q. Are there any circumstances which would result in a switchtender qualifying for the special allowance specified in Article VIII?
 - A. Switchtenders are not entitled to the special allowance.
3. Q. Does Article IX eliminate the application of existing rules and/or Agreements which govern the assignment of Yard Pilots to self-propelled vehicles or machines?
 - A. No.

Section 2(e).

1. Q. Article IX allows the Carrier to attach a utility yardman to a road crew in order to provide assistance to the crew. Does this affect the amount of work a conductor-only crew can perform at terminals under the terms of this Agreement?
 - A. No. Crews in conductor-only operation are allowed to do certain work events at terminals, without regard to whether or not a utility yardman assists with such work.

2. Q. If a utility yardman assists a conductor-only crew in receiving or yarding the train off of multiple tracks would he be entitled to the Crew Consist Special Allowance?

A. Yes. Under these types of circumstances the utility yardman is attached to the crew for the purpose of assisting the crew in its work.

Section 2(f).

1. Q. In the event the foreman on a yard crew consisting of a foreman and one or more helpers fails to report or discontinues service prior to the completion of the shift, may a utility yardman be assigned to fill the foreman vacancy for two (2) hours?

A. Yes, if a replacement foreman is called. If a replacement foreman is not available, (including employees available at the punitive rate) the utility yardman may be used for the remainder of the shift and will be released from duty with the crew to which he was assigned.

2. Q. A utility yardman reports for duty at 4:00 pm. At 8:30 pm a yard helper on a 2:30 p.m. starting time assignment, discontinues service due to injury or sickness. May the Carrier use the utility yardman to fill the vacant yard helper position on the 2:30 p.m. assignment?

A. Yes, under certain circumstances. If there is an extra yardman available (including yardmen available for service at the punitive rate) who is called to fill the vacated position, a utility yardman may be used to temporarily fill the position for a period not to exceed two (2) hours. If there are less than two (2) hours remaining in the shift, the Carrier will not be required to call a replacement extra yardman and a utility yardman may be used to fill the vacated position for the remainder of the shift. The utility yardman will be considered as attached to the crew and will be released from service with the crew at the completion of their tour of duty.

Article XIII (Signing bonus)

1. Q. Are employees who are in engineer training program eligible for the signing bonus?
A. Yes, upon satisfying the conditions set forth in Article X, Section 3.
2. Q. Will an employee on the "Wage Continuation Program" be eligible to receive payment of the signing bonus?
A. Yes, after completing 60 consecutive days in active service or in reserve status an employee making application will receive the bonus.
3. Q. Are train service employees who are filling Hostler position under Article XIII, Section 1, Paragraph 10,(c) of the October 31, 1985 National Agreement eligible for the signing bonus?
A. Yes.
4. Q. Is the 60 day period set forth under Article X, Section 3, consecutive or cumulative?
A. After completing 60 consecutive days in active service as a trainman/yardman or in reserve status an employee making application will receive the bonus.

(Attachment 1 A, Reserve Boards)

1. Q. May a reserve board employee file written request for recall at another location on the seniority district?
A. Yes. For purposes of recall the employee will thereafter be treated as if he is on the reserve board at both locations.
2. Q. Does an employee in reserve status retain the right to exercise seniority as a yardmaster or engineer?
A. There is no change in existing rules providing for an exercise of seniority to a yardmaster or engineer position. An employee may not remain in reserve status when required to exercise seniority to an engineer or yardmaster position under prevailing rules and agreements.
3. Q. Do trainmen/yardmen with engineer's seniority have to exercise engineer seniority off of their subdivided seniority district, prior to entering reserve status?
A. No. They may elect to accept reserve status until such time as they are required to fill an engineer vacancy in accordance with prevailing schedule rules or agreements.
4. Q. What is the purpose of the note: "Employees in volunteer surplus status are not considered employees in active service"?
A. Employees in volunteer surplus status are not considered to be active employees and may not exercise seniority to seniority reserve boards. Employees in volunteer surplus status will not required to take physical, rules or promotion examinations until they are recalled to active service.

(Attachment 2, Reserve Board Pay)**Section 1.**

1. Q. The equivalent daily rate based on 75% of the 5-day yard rate is subject to general wage increases but the rate based on 75% of an employee's test period earnings is not subject to general wage increase. If 75% of the 5-day yard becomes a larger amount through subsequent wage increases, will the higher rate automatically be paid?
 - A. Yes.

Section 2.

1. Q. What payments would be excluded from the computation of an employee's equivalent daily rate?
 - A. Productivity fund payments, special allowance, protective agreement payments such as merger guarantee pay, meal and lodging allowances and other expense reimbursements.

(Side letter no. 5)

1. Q. Does this letter mean that the provisions of the Crew Consist Agreements effective 8/1/80, 12/5/80 and 6/29/84 concerning: Portable radios, reasonable lay-off, step-up provisions at the away from home terminal, and use of discipline to reduce protected employees remain in effect?
 - A. The Crew Consist Agreements effective 8/1/80, 12/5/80 and 6/29/84 remain in effect except as specifically modified by this Agreement.