

## Article I (Crew Consist)

1. 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.
2. Q. Will local freight, work train, mine run and road switch assignments be required to have one brakeman?  
A. Yes, only through freight trains may be operated conductor only.
3. Q. Will all yard assignments (other than single position assignments) be manned by not less than 1 foreman and helper?  
A. Yes.

### Section 2.

1. Q. Do the terms "straight pick-ups" and "straight set-out" contemplate that a conductor-only crew may spot cars set out from their train enroute or pull cars from industrial spots which they are picking up?  
A. Yes. For the purposes of this agreement the language 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 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 re-spotting 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 handled 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 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 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.

#### 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 retarder operators. Does this Agreement provide for allow the Carrier to eliminate such single position assignments?
- A. Existing rules governing the establishment and 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 positions 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 that 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 a

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)

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 rendered compensated train or yard service prior to the effective date of this agreement and could have held a position in train or yard service under the crew consist rules previously in effect, 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 effective date of this 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 effective date of this agreement, the Carrier will apply rules in effect prior to the effective date of the 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 on March 7, 1993.
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 effective date of this agreement may be furloughed. The Carrier has the burden of proving the employee could not have held a position prior to implementation of this agreement.



Section 2(b).

1. Q. Will the Carrier include yardmaster and engineer earnings received during the previous twelve (12) month period 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 June through November of 1992, but is not working as a brakeman. Will the months of June, July, August, September, October and November, 1992, be counted in calculating reserve board pay under Article II, Section 2(b) (ii)?  
A. No. Those months, June through November, 1992, will be excluded and the period will be extended back an additional six (6) 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 the effective date of this Agreement. 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 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 will the employees know when the number of employees in reserve status drops below 600 on seniority districts 1-5?
  - A. The Carrier will advise the General Chairman each pay period regarding the number of employees in reserve status.
  
2. Q. After the number of employees in reserve status drops below 600 and active employees are permitted to displace a junior employee in reserve status, if there is a decline in business which results in more than 600 reserve status employees on the combined seniority districts, will the seniority reserve board provisions contained in Attachment 1A remain in effect?
  - A. Yes. Once the number of reserve board employees drops below 600 for two consecutive payroll periods, the reserve board will thereafter operate in accordance with the procedures set forth in Attachment 1A.
  
3. 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 the effective date of the agreement after the number of reserve status employees drops below 600 and seniority reserve boards are established?
  - 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 the effective date of this Agreement, 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 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. Can a BN merger protected employee be required to relocate outside his subdivided seniority district under the terms of the "Blue Book" or "Red Book" Implementing Agreements if his relocation causes another active employee to be placed in reserve status at the new location as a result of this move?
  - A. No.
2. 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.
3. Q. Will an employee's C-1 BN/Antrak 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 in 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 brakemen'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. A. 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?  
Q. An employee who is forced 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 after voluntary separation requests have been processed will be given the opportunity to select volunteer surplus status. At locations where there is a shortage of employees after voluntary separation requests are processed, the Carrier will advertise the available positions to an exercise of seniority and delay separation until the vacancies are filled either by an exercise of seniority or force assigning the appropriate employee under existing rules and agreements.
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. If seniority reserve boards are in effect Attachment 1A will apply.
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. 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 lump sum payments under Article XII, 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 (IMPLEMENTATION )

### Section 2.

1. Q. Will train and yard crews continue to work with the current number of brakemen and helpers until after the Carrier has processed applications for voluntary severance?  
A. Yes.
2. Q. Can furloughed employees apply for separation?  
A. Yes, however their applications will not be considered until they are recalled to active service or qualify for reserve status.

### Section 3.

1. Q. Article II, Section 3, provides for the exercise of seniority to reserve board status after the total number of employees receiving reserve board payments on Seniority Districts 1-5 combined drops below 600 on two consecutive payroll periods. Would these provisions apply during the initial period of implementation of the changes in crew consist under the Agreement?  
A. The two consecutive payroll periods referred to in Article II, Section 3, must occur after full implementation of this agreement. (Severances, voluntary surplus status, reserve status and guaranteed extra boards are established)

## ARTICLE VIII (PRODUCTIVITY FUND)

### Section 1.

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 December 5, 1980 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. Reserve status employees who are eligible for vacation pay based upon reserve board time will not receive productivity fund shares.
4. Q. Will Productivity fund checks be issued to eligible employees for accumulated payments to the Boatman's trust fund for the period November 1, 1992 through the effective date of this agreement?  
A. Yes.

### Section 2.

1. Q. Will personal leave days be counted as credits or productivity fund shares?  
A. No.

## ARTICLE IX (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 \$8.11 Special Allowance provided for in Article 16 of the Crew Consist Agreement dated December 5, 1980?
- A. No. The increased Special Allowances provided for in this Agreement replaces the Special Allowance provided for in the December 5, 1980 Crew Consist Agreement.
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 X (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(g).

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 IX?  
A. Switchtenders are not entitled to the special allowance.
3. Q. Does Article X 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 X 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 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 for duty and discontinues service prior to the completion of the shift, may a utility yardman be assigned to fill the foreman's 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 vacant 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 XI**  
**ARTICLE XII OF THE OCTOBER 31, 1985 NATIONAL AGREEMENT**  
**(APPLICATION)**

1. Q. Will employees with less than three (3) years seniority be terminated if they are in reserve status or are furloughed for a period of one year?
- A. No. Article XI stipulates that the forfeiture of seniority provisions contained in Article XII of the October 31, 1985 National Agreement will not apply to existing employees.

## Article XII

### (Application of the recommendations of PEB 219)

#### Section 1.

1. Q. Will the provisions of Document "A" of the "Implementing Documents" dated November 1, 1991 be applied and implemented as written or as written and modified by provisions of the Agreement?
  - A. Provisions of Document "A" of the "Implementing Documents" dated November 1, 1991 will be applied and implemented as modified by provisions of this Agreement. For example, Article I, Section 2 modifies the work a conductor-only crew can perform at the initial and final terminals as well as between terminals.

#### Section 2.

1. Q. Will ratification of this Agreement result in the carrier seeking to recover previous payments made to the employees which exceed those provided for in PEB 219?
  - A. No. The carrier will not seek reimbursement for any payments which exceeded those provided for in PEB 219 made to employees prior to the effective date of this agreement, for example: the recapture of losses due to paying through freight service at the 118 mile day instead of at the 122 mile day since January 1, 1993.
2. Q. Will ratification of this Agreement require the withdrawal of any or all claims under appeal?
  - A. The answer to this question is affirmative but limited to those claims resulting directly and as a result of PEB 219. Claims stemming from issues apart from the implementation of provisions of PEB 219 prior to the effective date of this agreement will be unaffected.
3. Q. Will an employee on the "Wage Continuation Program" be eligible to receive the lump sum payments provided for in Document "A" that were payable prior to the effective date of this agreement and that have not been already paid by the Carrier?
  - A. Yes.

## Article XIII (Signing bonus)

### Section 1.

1. Q. Will the \$5,000 signing bonus be in addition to any lump sum payments referred to in Article XII?  
A. Yes.

### Section 3.

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 XIII, 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 \$5,000 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 XIII, 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 \$5,000.

## (Attachment 1, Reserve Boards)

### Section 2.

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.

### Section 7.

1. 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.
2. 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.

(Attachment 1A, Seniority Reserve Boards)

1. 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 be 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 year 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 year 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.

(Attachment 4, conductor promotion)

Section 1.

1. Q. Section 1 provides for preparation of a roster for all un-promoted trainmen/yardmen ranked in their seniority order as brakemen. Where will those conductors promoted subsequent to the effective date of this agreement be placed in relation to conductors who were on the roster immediately prior to implementation of this Agreement?
  - A. Trainmen/yardmen promoted to conductor subsequent to the effective date of the Agreement under provisions of Attachment 4 will be placed on the roster in seniority order (regardless of when they are promoted) immediately behind the most junior conductor on the seniority district on the day prior to the effective date of this Agreement.
2. Q. Can employees promoted to conductor subsequent to the effective date of the agreement, that were assigned a conductor's seniority rank established by their standing on the trainmen/yardmen's roster as set forth in Section 1, be used or assigned as a conductor in preference to employees whose seniority in the craft of conductor precedes the date of this agreement?
  - A. No. Employees who establish seniority as conductor after the effective date of this agreement will be junior in rank to employees who established seniority as conductor prior to the effective date of the agreement.
3. Q. Will junior conductors be permitted to hold conductor positions not accepted by senior conductors?
  - A. Yes.
4. Q. Will the seniority rank of conductors promoted prior to the effective date of this Agreement remain unaltered by provisions of Attachment 4, Section 1?
  - A. Yes.
5. Q. Will employees placed on the conductors' Roster described in Attachment 4 follow in seniority those employees promoted to conductor prior to the effective date of this agreement?
  - A. Yes.



Section 3.

1. Q. When conductor tests reopen, will engineers who previously did not take conductor's test be eligible to promote?
- A. Engineers who retain seniority in train service will be permitted to accept promotion to conductor.

Section 3(d).

1. Q. If trainmen/yardmen fail a third examination, what rank do they assume if successful on subsequent exams?
- A. Trainmen/yardmen described in Section 3 will assume the rank of conductor reserved for them on the roster described in Section 1, regardless of when they complete promotion.

Section 4(a).

1. Q. If a demoted conductor in active service becomes assigned to a conductor vacancy under this provision while a senior conductor is in reserve status (because he did not request such assignment under Section 4(a)), will that senior conductor be considered as being in voluntary reserve status and therefore subject to the lower reserve board pay (i.e., 75% of the yard rate)?
- A. No. The circumstance cited above will have no effect on the employee's reserve board pay.

Section 5.

1. Q. Does this section allow a conductor to work as a brakeman or yardman when he could otherwise be working as a conductor?
- A. Yes.

Section 5.

2. Q. If a promoted conductor exercises seniority to the yard, what restrictions apply?
- A. Road service employees who exercise seniority to yard service, must remain in the yard for a period of sixty (60) days before returning to road service.

(Side letter no. 5)

1. Q. Does this letter mean that the provisions of 1980 Crew Consist Agreement 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 December 5, 1980 Crew Consist Agreement remains in effect except as specifically modified by this Agreement.

(Side letter no. 8)

1. Q. After the effective date of the agreement, will employees who established seniority in train service prior to November 1, 1985 be required to accept promotion to conductor?
- A. No, unless there are no conductors to protect the requirements of conductor service on the subdivided seniority district (including conductors in reserve status and voluntary surplus status).