

GENERAL RULE #1: CREW CONSIST AGREEMENT

The Crew Consist Agreement between the parties effective June 29, 1984, is changed as follows:

I. The Special Allowance contained in Article 18 (now \$7.11) is revised to provide that for road crew Trainmen it shall be:

- (a) Crews on Trains of 1 to and including 71 cars..... \$ 7.11
- (b) Crews on Trains of 72 and including 100 cars..... \$ 10.00
- (c) Crews on Trains of 101 to and including 121 cars..... \$ 15.00

The foregoing changes the allowance only to the extent of placing it on an incremental basis. It is specifically understood that this changed allowance shall be subject to future wage increases and COLA occurring on and after July 1, 1984, and, shall otherwise be paid in the same manner and under the same manner and under the same conditions as the Crew Consist Agreement now provides.

II. Side Letter No. 5 is cancelled. The following penalty for improper use of a reduced crew shall apply:

(a) Should the Carrier operate a road or yard crew with a reduced crew when the Crew Consist Agreement actually requires that it be operated with a standard crew, the Carrier will pay each of the two working members of the crew one-half of the amount that the third member of the crew would have made if he had been called. In such a case the conductor (foreman) and brakeman (helper) on a working crew will be entitled to the Special Allowance provided for in Article 18 of the Crew Consist Agreement and the Carrier will still be required to make the payment to the Productivity Fund provided in Article 19 of the Crew Consist Agreement. This payment

is to be made for only those working shift(s) or trip(s) on which the crew should have been a standard crew.

(b) If the additional crew member that should have been used is regularly assigned to that crew, he or she will be allowed actual loss of earnings; if the additional crew member that should have been used is a protected extra employee who was available, that employee will be allowed a basic day's pay and shall continue to stand first-out on the board. No payment shall be made to non-protected extra list employees unless there is a violation of the 121-car (or 6,840 feet) limitation.

III. PERSONAL LEAVE DAYS

(a) Accumulation

Effective with the calendar year 1985 employees who qualify for personal leave days may elect to carry over and accumulate all or a portion of such unused days for use in case of extended illness or personal problems, subject to the following provisions:

(1) Before the end of a calendar year an employee may advise the proper Carrier officer, in writing, that he desires to carry over and accumulate any such unused personal leave day(s) from that calendar year. This refers only to those unused personal leave days that are in excess of (the combination of) those taken (or paid for) and of the holidays on which he was in service covered by the holiday pay rules. Receipt of the employee's notification will be acknowledged, in writing, and will thereafter remain as credited to the employee until he/she claims them, under the provisions of Subparagraph (3), below, or they are forfeited under the provisions of Subparagraph (5), below.

In order to qualify for accumulation of unused personal leave days as provided above, the employee must be in road freight service not covered by the National Paid Holiday Rules at the time he/she files an accumulation request, and such accumulation is subject to the 11 holiday-leave days limitation set forth in Article 21(b). He or she may not take any personal leave days (for that year) in that calendar year after filing an accumulation request for them. However, the actual number of days accumulated will not be determined until year-end.

(2) A maximum of 30 such days may be carried over and accumulated.

(3) Such accumulated personal leave days may only be used for those "time lost" days occurring when it is known that an employee is to be absent for at least 20 consecutive days (or as soon as it is known, thereafter, that the absence will be of that duration) because of illness or of surgery on the employee, his/her spouse or children. The employee may also be allowed to take these accumulated leave days by agreement between the Local Chairman and the local company officer, for other personal (problem) reasons. When such personal leave payments commence (and such payments shall be made retroactively so as to commence on the first day the absence began), the employee's vacancy may be blanked if it is on a blankable position (but subject to paragraph (b) (1) of this Article).

(4) When the employee desires to use such accumulated personal leave days, he will give written notification to the proper Carrier officer, in advance (at least 48 hours' notice) if practical, so that arrangements can be made to pay the personal leave days and to handle the resultant vacancy as a "personal leave day vacancy" under Article 21 of the Crew Consist Agreement.

Note: Employee must be in road freight service not covered by the National Paid Holiday Rules to be qualified to use accumulated personal leave days.

(5) In the event an employee's employment relationship is terminated for any reason other than death or retirement under the provisions of the Railroad Retirement Act, any accrued personal leave days will be forfeited. If the employee retires under the provisions of the Railroad Retirement (or dies prior to termination of seniority) the accumulated personal leave days shall be paid to the employee (or his estate) at the basic rate of the last service performed.

(b) Granting

Local officers will make every effort to grant personal leave days when they are requested, but it is understood that they may decline such requests if there are not sufficient extra employees who will be rested and available to protect the known "must-fill" vacancies that will be filed, plus one for each ten employees (or major fraction thereof) on that extra board.

EXAMPLES:

(i) If there is one known vacancy "showing," to be protected by a 10-person extra board (and of whom there are 5 extra employees who are, or will be, rested and available for that vacancy), the Carrier Officer must (will) permit up to 3 employees to take personal leave and/or lay off "for personal business" (assuming, of course that those 5 rested employees will be able to protect all of the "must fill" vacancies).

(ii) If there are three known vacancies "showing", to be protected by a 17-person extra board (and of whom there are 9 extra employees who are, or will be,

rested and available for those vacancies), the Carrier Officer must (will) permit up to four employees to take personal business" (Same assumption). That is, on a 17-person extra board, the Carrier Officer may hold up to 2 extra employees for unexpected lay off (for sickness and other personal emergencies) but he/she is not required to and if it appears to him/her that this "safety net" is unnecessary, he/she may let employees lay off to the full extent of the extra employees availability.

IV. The following questions and answers are added to the agreement as indicated:

Article 21

Q. #12. When a demoted/emergency Conductor is used to fill a personal leave vacancy under the "On Car Agreements", is his resulting brakeman vacancy blankable?

A. #12. Yes, subject to the 121-car and 6,840 feet limitations.

Q. #13. Under the Personal Leave accumulation if, for example, I have already accumulated 30 days but I am then dismissed for running a red board. Will I lose the 30 days?

A. #13. Yes, but the 30 days will be restored in the event you are reinstated with seniority unimpaired.

Q. #14. If an employee exercises the option to use his accumulated personal leave days during an extended absence, can the Carrier blank that vacancy for more than the personal leave days entitled to during that absence:

A. #14. The provision to blank personal leave vacancies on blankable (only) positions applies to those days on which the personal leave

days are actually taken. As an example, an employee may be off several months due to serious illness: he may take the personal leave days to which he is entitled in the current year (10) plus his accumulation (20) and his vacancy would be blanked for the entire 30-day period: thereafter, any further blanking of his vacancy (if possible) would have to be in accordance with applicable provisions of the Crew Consist Agreement; i.e., job blanked (Art. 6[b]), extra board exhausted (Art. 7[a]), or fails to report (Articles 12 and 13).

- Q. #15. Will an employee enrolled in a rehabilitation program be allowed to use and be paid for accumulated personal leave days?
- A. #15. Yes, but not while serving a disciplinary dismissal or suspension (or the exclusions mentioned in Q & A #9 to Article 21).