

CREW CONSIST AGREEMENT

between the

ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY
(Except AT&N District)
QUANAH, ACME & PACIFIC RAILWAY COMPANY

and the

UNITED TRANSPORTATION UNION

In full and final settlement of the Carrier's Section 6 notices dated June 13, 1977, as they pertain to the consist of crews in road and yard service:

IT IS AGREED:

The consist of all road freight and yard crews, except as otherwise provided in this Agreement, shall be not less than a Conductor (Foreman) and 2 Brakemen (Helpers). Such crews will hereinafter be referred to as standard crews.

Article 1

The reduction of road freight service Brakeman or yard Brakeman (Helper) positions from any crew shall be made solely on a pure attrition basis, i.e., no road freight Brakeman or yard Helper position available to a protected employee under schedule rules will be blanked, nor will a protected employee be furloughed or remain on furlough as long as a reduced crew is operating on his seniority district, except under certain conditions hereinafter provided.

Article 2

(a) All employees holding a seniority date on road Brakemen and/or yard Switchmen seniority rosters on the effective date of this Agreement shall be known and designated as

"protected employees." Any such employee in a dismissed or suspended status as of the effective date of this Agreement, or thereafter, who is subsequently reinstated with seniority rights unimpaired shall also be a protected employee.

(b) A protected employee shall retain the right to exercise seniority to must-fill, blanked or blankable second Brakeman or second yard Helper positions (except those specified in Article 15 below and assignments which could be manned by one Conductor (Foreman) and one Brakeman (Helper) prior to the effective date of this Agreement), subject to certain conditions provided for in this Agreement. The protection against furlough for employees protected under pre-existing crew consist agreements is preserved.

(c) Brakemen and/or Switchmen establishing seniority after the effective date of this Agreement shall be known and designated as "non-protected employees" and shall not have the right to exercise seniority to or otherwise be used on blanked or blankable second Brakeman or second yard Helper positions.

Article 3

(a) The term "must-fill" positions are positions covered by agreements between Carrier and UTU, except second Brakeman (yard Helper) positions in road and yard service which may be blanked pursuant to this Agreement.

(b) The term "blanked" position refers to a second Brakeman or Helper position to which no one is assigned and, consequently, that crew works as a "reduced crew."

(c) The term "blankable" position refers to a second Brakeman or Helper position on a standard crew which is assigned to a protected employee and which, under certain specified conditions, can be operated as a "reduced crew."

Article 4

No Carrier supervisor, official, or non-craft employees (including Yardmasters) shall be used to supplant or substitute in the exclusive work of any train or yard crew working under UTU Agreements.

Article 5

No protected employee will be moved from a standard crew of a Conductor/Foreman and 2 Brakemen/Helpers to a reduced crew of a Conductor/Foreman and one Brakeman/Helper in order to make such crew a standard crew of a Conductor/Foreman and 2 Brakemen/Helpers, except as provided in Articles 13 and 14 hereof.

Article 6 - Permanent Vacancies

(a) Non-protected employees may not bid for or displace (bump) on any regular assignment as Conductor, Brakeman or Yardman (including Foreman and single-position assignments such as Pilots, Bullring men and Car Retarder Operators), or claim a temporary vacancy on such an assignment, if there is a qualified protected employee on the Extra Board. Additionally, they may not bid on or be assigned to any must-fill permanent vacancy if the following provisions of this Article will then result in the assignment of a protected employee who is occupying a blankable assignment.

(b) When a permanent vacancy on a blankable Brakeman or Yardman-Helper position is bulletined and there are no bids, the assignment will be filled by force assigning the most junior protected Extra Brakeman or most junior qualified protected Extra Yardman; if none, a notice will be issued blanking the position.

(c) When a permanent vacancy on a must-fill Brakeman or Yardman assignment (including Helper, Foreman and single-position Yardman assignments paying Foreman rate of pay) is bulletined and there are no bids, the assignment will be filled by force assigning the most junior protected Brakeman or most junior qualified protected Yardman on the Extra Board: if none -

(i) A permanent must-fill Brakeman vacancy and/or additional turn in pool freight service not voluntarily filled by a protected Brakeman will

be filled by assigning the most junior protected Brakeman holding a blankable position in that set of pool crews.

(ii) If none, the must-fill pool Brakeman vacancy will be filled by assigning the most junior protected Brakeman holding a blankable position in the other set(s) of pool crews on that same seniority district (provided the pools have the same home terminal). However, if that employe (who is to be forced from one set of pools to another set of pools) prefers, he may displace any junior protected employe on a must-fill assignment in the set of pools in which he was assigned. Ultimately someone will go to the force assignment.

(iii) A permanent must-fill Brakeman vacancy in regular assigned road service (i.e., local freight, road switcher, etc.) not voluntarily filled by a protected Brakeman will be filled by assigning the most junior protected Brakeman holding a blankable position in regular assigned road service working into and out of the same point (same seniority district).

(iv) A permanent must-fill Helper vacancy in yard service not voluntarily filled by a protected employe will be filled by assigning the most junior protected employe holding a blankable Helper position on the same shift (i.e., that starting time bracket) in the same terminal. However, if that employe (who is to be forced assigned) prefers, he may displace any junior protected employe on a must-fill yard assignment in that same terminal. Ultimately someone will go to the force assignment.

(v) A permanent must-fill Brakeman or Helper vacancy in road or yard service that has not been assigned under the foregoing provisions will be assigned to the most junior protected Brakeman or Yardman (as the case may be) who is assigned to a blankable position. However, if the protected employe (who is to be thus force assigned) prefers, he may displace any junior protected employe who is assigned to a must-fill position. Ultimately someone will go to the force assignment.

(d) Car Retarder Operator permanent vacancies will be filled under the provisions of the applicable schedule agreement rule, but subject to the provisions of Paragraph (a) above.

NOTE: "Qualified Yardman," as used in this Agreement, refers to the fact that a Yardman must be qualified as a Yard Foreman if that is the type of vacancy that was bulletined. Pilots and Bullring men positions must also be filled by Yardmen qualified as Foremen.

Article 7 - Temporary Vacancies

(a) Protected Brakemen and Yardmen on the Extra Board shall be used on blankable second Brakeman/yard Helper temporary vacancies and on must-fill temporary vacancies to the extent specified below.

(b) Non-protected Brakemen/Yardmen on the Extra Board shall be used only on must-fill temporary vacancies and shall have no claim if runaround by a protected Brakeman/Yardman being used on a blankable vacancy.

(c) YARDMEN'S EXTRA BOARD

After all available Extra Board Yardmen have worked their 5 straight-time, 8-hour shifts as provided in Article 32, Section B (3) of the Yardmen's Agreement (or when the Extra Board is exhausted), must-fill temporary vacancies (only) for the remainder of the workweek (or so long as the Extra Board remains exhausted, if that is the case) will be filled by the most junior available protected yard Helpers (who must be qualified if it is a Foreman vacancy) assigned to work that day on blankable positions in the same starting time bracket in which the vacancies exist and those so used will receive no less compensation than they would have earned on their own assignment.

In the event there are no available protected yard Helpers holding blankable positions in the same starting time bracket in which the vacancies exist, must-fill vacancies will be filled in accordance with the rules or practices in effect prior to this Agreement (i.e., by the Extra Board until exhausted, etc.).

NOTE: As used in this Agreement, "exhausted" means that there is no one on the Extra Board who is rested and available to protect the vacancy.

(d) BRAKEMEN'S EXTRA BOARD

When a road Brakemen's Extra Board is exhausted, must-fill vacancies at the Extra Board point will be filled by the most junior available protected Brakemen holding blankable positions at that point. If the vacancy is at an outlying point, the most junior available protected Brakeman holding a blankable position at that point will be used. If there are none, the vacancy will be filled in accordance with the rules or practices in effect prior to this Agreement.

(e) COMBINED YARDMEN-BRAKEMEN EXTRA BOARD

When a combined road-yard Extra Board is exhausted, must-fill vacancies in yard service will be filled by the most junior available protected yard Helpers (who must be qualified if it is a Foreman vacancy) assigned to work that day on blankable positions in the same starting time bracket in which the vacancies exist, and those so used will receive no less compensation than they would have earned on their own assignment. Thereafter said vacancies will be filled in accordance with the rules or practices in effect prior to this Agreement.

When a combined road-yard Extra Board is exhausted, must-fill vacancies in road service at the Extra Board point will be filled by the most junior available protected Brakemen holding blankable positions at that point. If the vacancy is at an outlying point, the most junior available protected Brakeman holding a blankable position at that point will be used. If there are none, the vacancy will be filled in accordance with the rules or practices in effect prior to this Agreement.

Article 8

The Carrier will maintain a sufficient number of regular and extra employees to permit reasonable lay-off privileges and to protect must-fill vacancies, vacations, personal leave day(s) and other extended vacancies.

Article 9

In the event a standard yard crew member fails to report for duty at the assigned reporting time, the remaining crew members may be required to work on a reduced crew basis for one period of time not to exceed 90 minutes, but if the crew is to work in excess of that time and there is an available protected Helper on the Extra Board at that point, he will be called to fill the vacancy. If there is no available protected Helper on the Extra Board at that point (or no Extra Board is maintained at that point), the position will be blanked and the Carrier may require the remaining crew members to finish that tour of duty. If they are required to work more than the one 90-minute period as a reduced crew, they shall be paid the Special Allowance and payment will be made to the Productivity Fund as provided for in Articles 18 and 19 of this Agreement.

Article 10

In the event that any member of a standard yard crew discontinues duty before completion of the crew's tour of duty, he shall be paid for the actual time on duty and the remaining 2 crew members may be required to work for one period of time not to exceed 90 minutes without penalty. However, if the Carrier elects to work the 2 remaining crew members more than the one 90-minute period, it will call a protected extra employee if one is available at that point. If no protected extra employee is available at that point and the Carrier elects to work the remaining 2 crew members more than the one 90-minute period, they will receive the Special Allowance and payment shall be made to the Productivity Fund as hereinafter provided in Articles 18 and 19.

Article 11

The following car limits and train length limitations shall be made effective in road freight service:

Trains of one to 71 cars but not to exceed 4015 feet in length, including caboose(s) may be operated with a reduced crew of one Conductor and one Brakeman, subject to other provisions of this Agreement.

Trains of 72 cars to 121 cars but not to exceed 6840 feet in length, including caboose(s), may be operated with a reduced crew of one Conductor and one Brakeman on those territories specified by understanding between the UTU General Chairman and Carrier's Director of Labor Relations.

Trains consisting of more than 121 cars or exceeding 6840 feet in length, including caboose(s), may be operated only with a standard crew, except as otherwise provided in this Agreement.

Employees will not be required to operate with less than the required train crew consist specified in this Agreement, nor will they be censured or disciplined in any manner for refusal to do so.

Article 12

In the event that a member of a standard road crew fails to report before departure of his train from the terminal (i.e., before the train departs on its road trip from the yard track where the train is first made up), the crew may be used on a reduced crew basis to and from the away-from-home terminal provided the trains they operate do not exceed 121 cars, including caboose(s), but not to exceed 6840 feet in length including caboose(s). The 2 crew members so used will be paid the Special Allowance and payments will be made to the Productivity Fund as provided in Articles 18 and 19 of this Agreement.

Article 13

(a) In the event that a member of a standard road crew marks off at other than the Extra Board point (or layover point - see Article 16, Section C of the Conductors' and Brakemen's Schedule Agreement) for reasons of his own, the remaining 2 crew members may be required to work back to their home terminal (or layover point), providing the train does not contain more than 121 cars or is not more than 6840 feet in length, for which they will receive the Special Allowance and payment will be made to the Productivity Fund as provided in Articles 18 and 19 of this Agreement.

(b) In the event that such a crew stands for a train that does contain more than 121 cars or is more than 6840 feet in length so as to normally require a standard crew, the Carrier may have them operate that train from the outlying terminal to the home terminal (or layover point) provided the crew operates from their initial terminal to their final terminal, performing no additional work between those terminals except to set out bad order cars from their train. The 2 members of the crew will receive the Special Allowance and payment will be made to the Productivity Fund as provided in Articles 18 and 19 of this Agreement.

Article 14

At the away-from-home terminal, when (1) a vacancy exists on a reduced crew, or (2) in order to restore a reduced crew to a standard crew to operate a train in excess of 121 cars or 6840 feet as provided in Article 11, the vacancy will be filled in the following sequence:

- (a) By stepping up the first rested and available Brakeman from a blankable position in the same set of pool crews (but use the junior Brakeman on a crew when both Brakemen are rested and available).
- (b) By stepping up the first rested and available Brakeman from a must-fill position in the same set of pool crews.
- (c) By deadheading a Brakeman from the Extra Board point or by deadheading the remaining crew member(s) of the short crew to the home terminal.

In the application of Subparagraphs (a) and (b), it is understood that subsequent Brakemen will not be stepped up to fill a vacancy on a crew from which a Brakeman had been stepped up in order to make that crew a standard crew. The Brakeman who is stepped up to restore a crew to a standard crew as provided for in the first paragraph of this Article 14 will be allowed the Special Allowance as

provided in Article 18 of this Agreement separate and apart from the make-whole provisions set forth next below.

Brakemen used off their regular assignment under Sub-paragraphs (a) or (b), above, will be returned to their regular assignment at the home terminal and will receive no less compensation than they would have earned had they remained on their regular assignment.

Article 15

(a) New business or new service operations of trains not exceeding 121 cars or 6840 feet in length, including caboose(s), such as piggyback, unit and single-commodity trains, established to compete with other modes of transportation, such as trucks, ships and barges; and all non-revenue trains, such as snow plows, work or wreck trains (including handling of wreck trains, terminal to terminal) may be operated with a reduced crew of not less than one Conductor/Foreman and one Brakeman/yard Helper.

(b) Where such service is protected from Extra Boards or by crews exclusively assigned to such service, it may be manned by reduced crews. When such service is protected by standard crews, second Brakeman (Helper) vacancies will be filled by available protected Extra Board Brakemen (Helpers) to the extent provided for in Article 7 of this Agreement.

(c) Car limits and train lengths set forth in this Agreement do not apply to Hours of Service reduced relief crews, except that if the train consists of more than 121 cars or 6840 feet, including caboose(s), no scheduled work will be performed en route to the terminal.

Article 16

(a) Operable portable radios will be furnished for use by all members of reduced crews consisting of one Conductor (Foreman) and one Brakeman (yard Helper). Such radios will not exceed 3 pounds in weight and will be equipped with

a suitable holder which will firmly hold the radio close to the body or will be of such size as to permit being placed in coat or trouser pocket. Employees will not be held responsible for accidents caused by failure of radio equipment to properly function. The Carrier will be responsible for maintenance of radios and employees will not be held responsible for failure or malfunction of radio equipment unless obviously caused by employee abuse or tampering.

(b) Sufficient frequency channels will be utilized to provide safe communication.

(c) Except in an emergency, reduced yard crews will not be required to commence work at the start of their shift without operable portable radios, nor will they be censured or disciplined in any manner for refusing to do so.

(d) Except in an emergency, reduced crews in road service will not be required to perform switching or depart a terminal with train not having radio communication between rear and head end of train in addition to operable portable radios, nor will they be censured or disciplined in any manner for refusing to do so.

NOTE: "Emergency," as used in preceding Paragraphs (c) and (d), is defined as wrecks, fires, washouts, or main line obstructions.

Article 17

(a) 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, Bullring men and Car Retarder Operators.

(b) Where the Carrier elects to operate a job with a crew consist in excess of that required by this Agreement, and the excess position on a crew is filled for 5 consecutive days, the senior employee making written application for the position will be assigned at 12:01 A.M. on the 6th day if the position is to be continued. The position may be abolished at any time pursuant to the usual notice requirements.

Article 18

Beginning on the effective date of this Agreement, road freight train and yard service crew members, both protected employees and non-protected employees, working on reduced crews shall be paid an additional Special Allowance of \$4.00, as adjusted, for each tour of duty worked, as compensation for the additional services and responsibilities consistent with the operation of a reduced crew.

The \$4.00 Special Allowance is subject to all retro-active wage and cost-of-living allowance increases from January 1, 1978, and to all future wage and cost-of-living allowance increases becoming effective on or subsequent to the date of this Agreement.

Article 19

(a) For each yard tour of duty or road freight service trip that a crew is operated with one Conductor or Foreman and one Brakeman or yard Helper, the Carrier will pay into the Employees' Productivity Fund the sum of \$48.25. This payment will be made on a pay period cash basis for the sole and exclusive benefit of the eligible protected road freight train and yard service employees represented by the United Transportation Union and is to be considered as an account or trust of and for the protected employees as a sharing in productivity savings. The \$48.25 payment 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 Carrier's Director of Labor Relations. At the end of each year, each protected employee performing service in that particular seniority district will share in the division of the Employees' Productivity Fund, according to the number of yard tours of duty and/or road freight trips performed in that district during that calendar 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 share of the Productivity Fund.

EXAMPLE

Amount in Fund at the end of year	\$288,000
Number of protected employees	200
Total number of road freight service trips and yard tours of duty by protected employees only	12,000

$\$288,000 \div 12,000 = \24 per share

Each protected employee receives
\$24 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 annual share of the Employees' Productivity Fund cannot exceed 1/3 of his total compensation for that calendar year.

EXAMPLE

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

(d) Payment made to protected employees out of the Productivity Fund shall not be included in computing vacation pay.

(e) When a protected employee has shares in more than one Productivity Account, the amounts due from each account will be combined and the total amount paid cannot exceed 1/3 of his total compensation for that calendar year.

(f) When computing 1/3 of a protected employee's total compensation in any calendar year, payments or credits received from the Productivity Fund will not be included in the computation.

(g) Administrative, legal and trustee fees and necessary expenses to be paid from the fund before distributions.

(h) Payments made to protected employees from the Productivity Fund and the Special Allowance 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.

(i) 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 share of the Productivity Fund. 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.

(j) The Carrier's pay period cash deposits to the Employees' Productivity Fund may be discontinued after the actual dollar amount deposited in the current calendar year is equal to not less than the full amount required to pay all protected employees a full 1/3 of their annual compensation for the preceding calendar year, adjusted to include cost-of-living and general wage increases due in the current calendar year. If the amount paid in is not adequate to pay all monies due under this Agreement, the Carrier will make up the deficit.

(k) The necessary arrangements for the establishment and administration of the Employees' Productivity Fund in compliance with ERISA and other applicable legal requirements will be finalized within 120 days from the effective date of this Agreement.

Article 20

To expedite attrition, an individual protected employee may request or may be offered in seniority order by the Carrier the opportunity for voluntary early separation and accept a lump sum separation allowance and other considerations in lieu of all other benefits and protection provided in this Agreement. Such employee will be given an opportunity to elect hospital-surgical coverage for himself and his

dependents in lieu of a portion or all of the severance allowance agreed upon, if he so desires.

Such request or offer for early voluntary separation shall be in writing and subject to the approval and option of both the individual employee and the officer designated by the Carrier.

Article 21

(a) Effective with the date of this Agreement, all train service employees in road freight service not covered by the National Paid Holiday Rules will be entitled to personal leave day(s) on the following graduated basis (subject to the limitation contained in Paragraph (b), below, for calendar year 1980):

<u>Years of Service</u>	<u>Personal Leave Days</u>
Less than 5 years	2 days
Five years and less than 10 years	4 days
Ten years and less than 15 years	6 days
Fifteen years and less than 20 years	8 days
Twenty years or more	10 days

(b) The number of personal leave day(s) to which a road freight service employee is entitled and the number of paid holidays (or pay in lieu thereof) received, including the paid holidays he was deprived of through his own volition, cannot exceed 10 days in the calendar year. Once an employee has reached the maximum of 10 days, he will not be entitled to any additional paid holidays or personal leave day(s) in that calendar year.

If an employee takes any of his personal leave days before his service anniversary date, in a year in which his entitlement will increase, he may take up to the number of leave days he is entitled to prior to his anniversary date and then take the additional days that he is entitled to after his service anniversary date.

(c) Personal leave day(s) may be taken upon 24 hours' advance request to an appropriate Carrier Officer and shall be granted consistent with the requirements of the service. The employee will be paid one basic day at the rate of the last service performed for each personal leave day(s). Should the Carrier refuse an employee's request for personal day(s), those leave days will be carried over, but must be requested and granted prior to May 1 of the following year.

(d) Personal leave day(s) will not be scheduled or allowed to start on other than a workday of the employee's position. Personal leave day(s) for Extra Board employees and those in pool freight service will begin when they otherwise would have been called. When a member of a crew is on his personal leave day(s), if his position is not a must-fill position, it may be blanked. Personal leave day(s) paid for will be counted as qualifying days for vacation purposes.

Article 22

The parties hereto recognize the complexities involved in this Agreement and, in keeping with its intent and purpose and the rights and responsibilities of the parties thereunder, arrangements will be made for periodic conferences for the purpose of agreeing on interpretations. It is further agreed that at least for the first year the Agreement is in effect, disputes arising from its application will be handled expeditiously in conference by the General Chairman and Director of Labor Relations. Such conferences will be held promptly at the request of either party.

Article 23

The parties to this Agreement shall not serve or progress, prior to the attrition of all protected employees, any notice or proposal for changing the specific provisions of this Agreement governing pure attrition, protected employees, car limits and train lengths, special allowance payment to reduced crew members, employee productivity fund deposits and the administration thereof.

This Article will not bar the parties from making changes in the above provisions by mutual agreement.

Article 24

This Agreement will be made effective within 30 days of the date the Carrier is notified by the Organization that the Agreement has been ratified, and, except as provided above, will continue in effect until revised or amended by agreement of the parties, or in accordance with the Railway Labor Act, as amended, and will supersede all other agreements, rules and/or understandings which are in conflict herewith.

Signed at Springfield, Missouri, this 25th day of
July, 1980.

FOR: ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY
(Except AT&N District)
QUANAH, ACME & PACIFIC RAILWAY COMPANY

By: J. Russell
Director of Labor Relations

By: S. S. Denny
Assistant Vice President - Labor Relations

Approved: Roy L. Buchanan
Vice President-Labor Relations and Personnel

FOR: Conductors, Brakemen and Yardmen represented by
UNITED TRANSPORTATION UNION

By: J. W. Reynolds
General Chairman