

INTERPRETATIONS

The following questions and answers are the agreed interpretations of the intent of the Crew Consist Agreement of July 25, 1980, as contemplated by Article 22 of that Agreement, and supersede the questions and answers dated August 1 and 15, 1980.

ARTICLE 5

- Q. #1 Should the reference to "Article 13" have been deleted?
- A. #1 Yes. This reference was not changed when, during the course of the negotiations, 2 Articles were combined and became Article 14. Thus "Articles 13 and 14" should have read simply "Article 14."
- Q. #2 Is it intended that this Article places any restriction on the use of a Brakeman onto a Conductor vacancy or using a Yard Helper as a Foreman in accordance with their promoted qualifications under existing schedule agreement rules?
- A. #2 No.
- Q. #3 Does this Article intend to restrict or change the application of Article 19, Section C, of the Conductors' and Brakemen's Schedule Agreement?
- A. #3 No.

ARTICLE 6

- Q. #1 The parenthetical explanation contained in the first sentence (commencing in the third line) of Paragraph (a) of this Article does not include "Yard Helper." Was it intended that the word "Yardman" would also include "Yard Helper" and that this sentence would also apply to Yard Helper assignments and any other Yardman title not specifically named?
- A. #1 Yes.
- Q. #2 The second sentence of Paragraph (a) of this Article prohibits a non-protected employe from bidding on or being assigned to any "must-fill permanent vacancy" if there is a protected employe assigned to a blankable position. Does this sentence prohibit the force-assignment (i. e., when he has not "bid") of a non-protected employe to a must-fill Conductor, Brakeman, Foreman or Yard Helper position while a protected employe is assigned to a blankable position?
- A. #2 Yes. It intends that he may not "bid or be assigned" (i. e., either).
- Q. #3 Does the second sentence of Paragraph (a) of this Article prohibit a non-protected employe from becoming assigned to the Conductors' Extra Board while a protected employe is occupying a blankable Brakeman's position?
- A. #3 Yes. For purposes of this sentence the Conductors' Extra Board is considered a regular assignment. This is reinforced by the fact that this Extra Board protects only must-fill assignments (i. e., all Conductor assignments that are worked are "must-fill").
- Q. #4 Does the second sentence of Paragraph (a) of this Article prohibit a non-protected employe from bidding for or being assigned to any Conductor regular assignment while a protected employe is occupying a blankable Brakeman position?
- A. #4 Yes.

ARTICLE 6 (Continued)

- Q. #5 What does the word "occupying" mean in the second sentence of Paragraph (a) of this Article?
- A. #5 An employe is "occupying" an assignment when he is assigned to an assignment, either temporarily or "permanently," as a result of the voluntary or involuntary (i. e., force assignment) exercise of seniority. For example, it includes such things as having claimed a 6-day temporary vacancy, having obtained a regular assignment by bidding or bumping on it, or being forced assigned to it. It does not include protecting an assignment on a daily or round trip basis by reason of being called from an Extra Board or by reason of having been used off his regular assignment in accordance with agreement rules.
- Q. #6 When a Conductor's regular assignment is bulletined and there are no bids (at a time when non-protected employes are prohibited from bidding because a protected employe is occupying a blankable Brakeman position), who does this Agreement intend to have forced assigned?
- A. #6 The junior protected Emergency Conductor who is assigned as a Brakeman (including Extra Board).
- Q. #7 When a notice has been issued "blanking" a position under the provisions of Paragraph (b) of this Article, how does this Agreement intend that it can be reopened and assigned?
- A. #7 Obviously a non-protected employe may not reopen a blanked assignment.

When a protected employe has been displaced in road service, he may displace onto a blanked road or yard assignment if there is no non-protected employe holding a Brakeman's regular assignment (not including the Brakemen's Extra Board) on that seniority district. Similarly, a displaced Yardman may reopen a blanked road or yard assignment if there is no non-protected employe holding a Yardman's regular assignment (not including Yardmen's Extra Board).

(Continued)

ARTICLE 6 (Continued)

A. #7 (Continued)

If, on the other hand, there is a non-protected employe holding a regular assignment in road or yard service, as the case may be, the displaced employe cannot reopen a blanked assignment, but instead, must displace a junior (protected or non-protected) employe.

Q. #8 How does this Article intend to handle the matter of seniority preferences of other employes when a protected employe has displaced onto a previously blanked assignment?

A. #8 The reopened assignment is to be bulletined for bid from senior employes, but the displacing employe remains on it while it is under bulletin. If any senior employe bids on the assignment, he will be assigned; but if there is no bid from a senior employe, the displacing employe will remain assigned.

Q. #9 Article 13 (a) of the Yardmen's Schedule provides that a Yardman may not remain on the Extra Board when he can hold a regular assignment. Is this superseded by the provisions of Paragraph (b) of this Article?

A. #9 Yes. Now the junior protected man on the Extra Board will be forced assigned.

Q. #10 If a reduced crew is abolished and later reestablished under the provisions of Paragraph (b) of this Article, should it be bulletined as a standard crew or a reduced crew?

A. #10 It must be rebulletined as a standard crew unless it was one of those jobs that the Carrier had the right to work with a reduced crew prior to the effective date of this Agreement or jobs bulletined under provisions of Article 15, then it will be bulletined as a reduced crew.

ARTICLE 6 (Continued)

Q. #11 Is it the intent of Paragraph (c), Subparagraph (v) of this Article to force Yardmen to road service or vice versa?

A. #11 No.

Q. #12 Does the first paragraph of Paragraph (c) of this Article supersede Article 14 (a) of the Yardmen's Schedule, which requires the force assignment of the junior promoted Yardman who is not assigned as a Foreman to a Foreman's vacancy and provides for the force assignment of the senior Yardman on the extra list to a Helper vacancy?

A. #12 Yes. With respect to the Foreman's vacancy, the paragraph requires that the junior qualified protected Yardman on the extra list be assigned to any Yardman vacancy, which would include a Foreman vacancy. If there is no qualified protected employe on the Extra Board, then it is intended that the junior qualified protected Yardman who is not assigned as a Foreman will be forced assigned.

With regard to a must-fill Helper vacancy, if there is no protected employe on the Extra Board, the Crew Consist Agreement provides for force assigning a protected employe from a blankable Helper position. If it becomes necessary for the must-fill vacancy to be assigned from an Extra Board composed entirely of non-protected employes, the senior employe on the Extra Board will be forced assigned.

Q. #13 In several of the subparagraphs of Paragraph (c) of this Article, a protected employe is given the option of either being forced assigned or bumping. In such a situation, how much time will the employe have to make his decision?

A. #13 The employe would have to make his decision within 4 hours from the time he was notified.

ARTICLE 6 (Continued)

Q. #14 Under Paragraph (c) of this Article, who would be forced assigned when the employe who otherwise would be assigned is on vacation, leave of absence, etc. ?

A. #14 The next junior employe would be forced assigned and then the employe who is on vacation, leave of absence, etc., when he reports for work, would be required to relieve the forced assigned employe.

ARTICLE 7

Q. #1 A blankable Yardman's vacancy exists and there are no protected men on the Extra Board; also, there are no protected men furloughed. There are, however, a number of regular assigned men who have signed up to protect extra work. Is it required that we call the senior available regular assigned Yardman to fill this blankable Yardman's vacancy?

A. #1 No.

Q. #2 If no protected Extra Brakeman was available to deadhead (at normal deadhead time) to protect an outlying blankable vacancy, but one later becomes available, are we required to call him to fill the vacancy?

A. #2 No. The vacancy will be blanked for the day or round trip.

Q. #3 When an outlying blankable vacancy has been blanked for the day or round trip because no protected extra man was available, must the Carrier call a protected Extra Brakeman who is available to fill the blankable vacancy on the next day or trip?

A. #3 Yes.

Q. #4 There is a blankable vacancy and the Extra Board is exhausted, however, there are furloughed protected men. Must we call them?

A. #4 Yes. Call those furloughed protected men who have signed up to protect extra work. If none have signed up or none who have signed up are available, the vacancy will be blanked for the day or round trip.

ARTICLE 11

Q. #1 Does this Article 11 contemplate that the Carrier will make arrangements to implement some system whereby a reduced crew will be able to determine the length of their train?

A. #1 Yes.

Q. #2 Does this Article 11 contemplate that the operating locomotive is to be included in the car count or in the train length computation?

A. #2 No.

ARTICLE 13

- Q. #1 Does Paragraph (a) of this Article intend that it will apply if a member of the crew becomes sick, is injured or some other emergency causes him to leave his standard crew after he commences duty at the initial terminal or at some intermediate point?
- A. #1 Yes.
- Q. #2 What does this Article 13 intend when the employe who marks off is the Conductor?
- A. #2 In that event, it intends that the senior Emergency Conductor on the crew will be used as the Conductor.
- Q. #3 Does Paragraph (a) of this Article intend that the crew may complete the assigned work at their final terminal?
- A. #3 Yes.
- Q. #4 Does the underlined portion of Paragraph (b) of this Article intend that the crew may complete the assigned work at their final terminal?
- A. #4 Yes.
- Q. #5 Does the underlined portion of Paragraph (b) of this Article preclude the train crew from reducing their train when an engine failure occurs en route by setting out sufficient cars so that the train can reach the final terminal?
- A. #5 No.

ARTICLE 14

Q. #1 Does the penultimate paragraph of this Article, and particularly the last sentence thereof, intend that the moved-up Brakeman can collect the Special Allowance because of being moved up and then collect it again in his "make whole" if his regular crew collects it for their trip (which he missed because of the move-up)?

A. #1 No.

Q. #2 A Brakeman on a standard crew lays off for reasons of his own at the away-from-home terminal and his crew is to be called for a train that consists of more than 121 cars and on which the crew will be required to make setouts and pickups en route. A Brakeman on a succeeding standard pool crew is stepped up in accordance with Article 14 (a), thereby making this Brakeman's regular crew a reduced crew. Is it permissible for the "stepped up" Brakeman's regular crew to be used on a reduced crew basis from the away-from-home terminal to the home terminal on a train that does not exceed 121 cars?

A. #2 Yes.

ARTICLE 15

- Q. #1 A freight/yard assignment regularly services an industry or industries. A new industry(s) is later established which generates new business requiring freight/yard service. May this freight/yard assignment be operated with a reduced crew under the new business concept?
- A. #1 No. If the new industry(s) creates sufficient work for a new assignment to be created to work exclusively for that industry(s), the new assignment may be a reduced crew. If the new industry(s) work does not warrant such an assignment and existing assignments cannot absorb the work, the Carrier could serve the new industry(s) (only) with extra crews, which could be reduced crews. If existing crews do absorb the work at the new industry(s), the crew consist does not fall within this new rule.
- Q. #2 May a new road switcher assignment be considered as new business or service?
- A. #2 Consistent with Question #1 above, a new road switcher assignment may be operated with a reduced crew when providing new service to exclusively accommodate the new business.
- Q. #3 Does Paragraph (c) of this Article intend that the Carrier must call an "Hours of Service reduced relief crew" for that specific duty?
- A. #3 If the Carrier calls a reduced crew under the exception contained here (when there are sufficient protected employees on the Extra Board to man a standard crew and the service would otherwise require a standard crew), it must inform the crew, when called, that they are called to do Hours of Service relief work (i. e., to bring "hoglawed" trains into the terminal).
- Q. #4 Does the restriction contained in Paragraph (c) of this Article also apply within the initial or final terminal?
- A. #4 No, this will not affect the rights granted the Carrier under Article IX of the January 27, 1972 National Agreement, as amended.

ARTICLE 16

- Q. #1 Does Paragraph (d) of this Article intend that the Carrier is required to install and maintain "fixed" radios on cabooses not now equipped (i. e., those cabooses used on locals, road switchers, mine switchers, etc.) if they are to be used by reduced crews?
- A. #1 No. The Agreement simply requires that the reduced crews using such cabooses must have portable radios to provide communication between the locomotive and the caboose.
- Q. #2 Does Paragraph (d) of this Article intend to restrict the Carrier in its use of foreign line cabooses or locomotives?
- A. #2 No. The Agreement simply requires that the reduced crews using such cabooses or locomotives must have portable radios to provide communication between the locomotive and the caboose.
- Q. #3 When a local crew leaves their initial terminal with all portable radios properly working but at an intermediate point a portable radio fails, can they perform switching at this and other intermediate points?
- A. #3 Yes, for the balance of that tour of duty. The restrictions contained in Paragraph (d) of this Article are applicable only at the initial terminal for that trip or tour of duty.
- Q. #4 When a yard crew is required to work as a reduced crew for a period of 90 minutes in accordance with Articles 9 and 10 of this Agreement, are portable radios required?
- A. #4 No, but limited to that one 90-minute period only.

ARTICLE 18

- Q. #1 What does the Special Allowance amount to as of August 1, 1980?
- A. #1 \$5.45.
- Q. #2 Does the Special Allowance payment apply to payments such as held time, runarounds, deadhead, call and release (no work performed), guarantees, holiday pay when service not performed on holiday, personal leave pay, vacation pay, payments made due to violation of agreement rules, etc.?
- A. #2 No. The Special Allowance is paid for road service trips and yard tours of duty actually performed (worked) where the additional responsibility in working with a reduced crew is involved.
- Q. #3 Does a reduced crew that is called on duty, performs service (work) and is subsequently released, qualify for the Special Allowance?
- A. #3 Yes, because service (work) was actually performed.
- Q. #4 In reference to the preceding question, the crew performs no service (work) but qualifies for the payment prescribed in the schedule rules.
- A. #4 The crew would not qualify for the Special Allowance because no service (work) was performed.
- Q. #5 If an AT&N employe is working on a reduced crew (Demopolis Switcher), would he receive the \$5.45 Special Allowance?
- A. #5 Yes.

ARTICLE 19

- Q. #1 Under the provisions of Paragraph (a) of this Article, will the Carrier make a payment (\$48.25) to the Employees' Productivity Fund for such items as held time, runarounds, deadhead, call and release (no work performed), guarantees, holiday pay when service not performed on holiday, personal leave pay, vacation pay, payments made due to violation of agreement rules, etc. ?
- A. #1 No. These payments cover road service trips and yard tours of duty actually performed (worked) where the additional responsibility in working with a reduced crew is involved.
- Q. #2 Will employees working single assignments share in the Productivity Fund?
- A. #2 Yes, but do not receive the Special Allowance.
- Q. #3 In the event of the death of a protected employe who is entitled to payment from the Productivity Fund, will his part be paid to the estate or beneficiary?
- A. #3 Yes, at the end of the year when disbursements are made.
- Q. #4 If an AT&N employe is working on the Demopolis Switcher, will he participate in the Trust Fund for the Columbus Seniority District?
- A. #4 No.
- Q. #5 Is it intended that the words "1/3 of his total compensation for that calendar year" and "1/3 of their annual compensation for the preceding calendar year," as they appear in Paragraphs (c) and (j), respectively, refer only to that compensation that is earned by a protected employe while working as a Conductor, Brakeman and/or Yardman?
- A. #5 Yes. It includes those earnings that he makes by reason of protected seniority status. It would not include any earnings that he makes by "borrowing out" on or permanently transferring to another seniority district.

ARTICLE 21

- Q. #1 In Paragraph (a) of this Article, what do the words "for calendar year 1980" refer to?
- A. #1 During the course of the negotiations leading to this Agreement there was a special provision limiting personal leave days for 1980. However, that provision was removed before the Agreement was finalized and inadvertently this reference to it was not. The words are meaningless. It is the intent that the employes who qualify for personal leave days in 1980, are entitled to the stated number of personal leave days even though the Agreement will be in effect only 5 months in 1980.
- Q. #2 In Paragraph (d) of this Article, is it the intent that personal leave days cannot be taken on a rest day under any circumstances?
- A. #2 No. This provision requires that personal leave days must start on a calendar day on which the employe would have worked. When an employe takes more than one consecutive personal leave day, there can be one of these days that could be a day during which he would not have worked. For example, if a Brakeman on a tri-weekly local (assigned more than 100 miles) takes personal leave days on Friday, Saturday and Sunday (missing a round trip on Friday and Saturday), he will receive 3 days' personal leave pay.
- Q. #3 If an employe takes one personal leave day and would have otherwise worked 2 trips on that day, what is he to be paid?
- A. #3 One basic day's pay at the rate of the last service performed.
- Q. #4 Does the car increment rate apply when an employe is being paid a basic day for personal leave if the last service was through freight at the 126 car rate?
- A. #4 No, payment will be made at the basic rate of the last service performed for each personal leave day or days.

ARTICLE 21 (Continued)

- Q. #5 May an employe request 4 personal leave days and after 2 days are taken, request to go back to work and be charged with only 2 personal leave days?
- A. #5 No, once personal leave days are granted, they cannot be canceled by either the employe or the Carrier.
- Q. #6 In the case of a (20-year) Brakeman working the first part of the year on freight trains not governed by holiday pay, and during such time uses all 10 days of his "personal leave," then goes to a road freight run covered by Holiday Pay rules, or yard service covered by Holiday Pay rules, what is his eligibility for holiday pay?
- A. #6 He would not be eligible for holiday pay, as he used his maximum 10 days for the year, and no more holiday pay days would be due; similarly, if he used 5 days of personal leave, he would only be eligible for the 5 holiday pay opportunities the remainder of the year, i. e., in no event can an employe accrue more than 10 day's personal leave or holiday pay in combination.
- Q. #7 If a (20-year) employe received holiday pay (or could have but did not qualify due to unavailability on qualifying day or days) on New Year's Day, President's Day and Good Friday and the remainder of the year works in freight service on which holiday pay does not apply, how many personal leave days would be due him?
- A. #7 He would be eligible for 7 personal leave days. He would not be eligible for holiday pay in the remainder of the year if he took the 7 days as personal leave; in other words, in no case can such individual have more than a total of 10 days in any combination of holiday pay and personal leave.

ARTICLE 21 (Continued)

- Q. #8 When an Extra Brakeman takes one or more personal leave days, does this Article contemplate that Article 19, Section B (2) (a) of the Conductors' and Brakemen's Schedule will apply?
- A. #8 No. This will not be considered to constitute "missing a call, laying off on call or laying off with a vacancy existing on an assignment that he would work."
- Q. #9 Article 21, Paragraph (c), provides that an employe must make a 24-hour advance request to an appropriate Carrier Officer. Who is the appropriate Carrier Officer?
- A. #9 Anyone the Superintendent designates. However, that person must be available to receive the requests when they are made.
- Q. #10 Does the 8-hour reporting rule in Article 16, Section A of the Conductors' and Brakemen's Schedule affect the marking up of employes after personal leave days?
- A. #10 It does not apply if the employe marks up in time to be available for service at the expiration (12 midnight) of his personal leave day or days. If he remains unavailable after midnight and does not mark up until sometime later, he will be treated as though he laid off at midnight.
- Q. #11 Would an employe be entitled to a personal leave day and a bereavement day on the same day?
- A. #11 No. Personal leave pay cannot be paid for any calendar day for which the employe receives (i. e., is credited with) other pay from the Carrier. This applies to such other things as jury service pay, vacation pay and pay under various guarantee rules.
- Q. #12 A Brakeman has 23 years of service which includes 5 years in another craft (clerk). Can this employe count this service in another craft toward his eligibility for personal leave days?
- A. #12 No. The only years of service to be counted must be in the craft of Conductor, Brakeman or Yardman.

ARTICLE 21 (Continued)

Q. #13 If a Brakeman with 2 years of service on the Sherman Subdivision properly transfers with no break in service to the Ft. Worth Subdivision and works 3 more years, how many personal leave days would he be entitled to?

A. #13 4 days.

Q. #14 Can a vacancy caused by an employe taking personal leave days be claimed as a 6-day clause vacancy?

A. #14 Yes, but only if it is a "must-fill" vacancy, because Paragraph (d) of this Article provides that such position, if not "must-fill," may be blanked.