

Article I (Crew Consist)

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 Q. Does this agreement affect the Initiated Act I of 1972 which repealed Arkansas' railroad crew laws?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

Section 2.

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

- A. No. Only through freight trains may be operated with conductor-only crews. The purpose of the parenthetical statement in Article I, Section 2, is to provide for circumstances where conductor-only crews convert to local rate of pay pursuant to other schedule rules while performing the allowable straight pick-ups and set-outs between the initial and final terminals, as provided in Section 2. Such through freight trains that convert to local rate may be operated with a conductor-only crew.
4. Q. Article I, Section 2 states in part: " At initial and final terminals of the crew, where yard crews are not on duty, work performed by the conductor-only crew will be governed by applicable rules". Under this language, are conductor-only crews to be compensated under provisions of Article V, Section 2 of the June 25, 1964 National Agreement when performing such service at yards where provisions of Section 1 of Article V of the June 25, 1964 National Agreement apply?
- A. This agreement does not change any existing rules governing pay for work performed at the initial and final terminal.
5. Q. Will a brakeman be assigned to crews that are used to load coal trains?
- A. No, unless the coal loading jobs are operating as local freight assignments.
6. Q. Can an employee refuse to commence or continue to work with less than the required crew consist or to perform more than the number of initial or final terminal work events described in this agreement?
- A. Yes. An employee is not required to work with less than the basic crew except in conductor-only service. A conductor working alone pursuant to Article I, Section 2 can refuse to perform station switching between terminals or to perform more than the number of work events prescribed by PEB 219 at initial or final terminals where yardmen are employed and on duty.
7. Q. How many pickups/setouts are necessary in order to qualify for the local rate of pay?
- A. Existing rules providing for conversion of the through freight rate of pay to the local rate of pay are not changed.
8. Q. Can the Carrier simply designate conductor-only pools or assignments as through freight service in order to operate conductor-only?
- A. Such designation in and of itself does not allow conductor-only service. Conductor-only crews will not be required to perform duties in excess of those identified in Article I, Section 2 and will not be censured or disciplined in any manner for refusal to do so as is provided in Article 12 of the December 5, 1980 Crew Consist Agreement and Articles 11 of the August 1, 1980 and June 29, 1984 Crew Consist Agreements.

Section 3.

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

Section 4.

1. Q. Where the Carrier elects to operate a job in assigned road or yard service with a crew consist in excess of that required by this agreement, will the additional position(s) be filled in accordance with existing practices and schedule rules providing for filling permanent vacancies?
 - A. Yes
2. Q. In the event the Carrier abolishes a position established under Article I, Section 4(b) and does not notify the employee assigned to the position prior to completion of the last tour of duty before cancellation becomes effective, what is the penalty to the Carrier?
 - A. The employee will be entitled to work an additional trip or tour of duty before being removed from the assignment.
3. Q. Article I, Section 4(b) states in part: "Where the Carrier elects to operate a job in assigned road or yard service with a crew consist in excess of that required by this agreement, and the excess position is filled for three (3) consecutive days, thereafter, the senior employee making application for the position will be assigned." When and where an entire pool of unassigned freight crews are worked with a crew consist in excess of that required by this Agreement, will the senior employee(s) making application be assigned the position?
 - A. Yes.
4. Q. Under the language quoted in the above question, will those positions be open for seniority selection under applicable schedule rules?
 - A. Yes.

Section 6.

1. Q. Article I, Section 6 states in part: "conductor pools shall protect pool freight service". Are all conductors going to be placed in a "pool" to protect all jobs or are we still going to have our various pools and pool cars to mark to as they exist now?
 - A. Nothing in this agreement is intended to combine pools where separated pools are presently maintained.

Section 6(a).

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

Section 6(b).

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

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

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

A. Yes.

Section 6(c).

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

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

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

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

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

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

Section 6(d).

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

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

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

Section 7.

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