

CREW CONSIST AGREEMENT  
between the  
THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY  
and the  
UNITED TRANSPORTATION UNION

In full and final settlement of the Carrier's Section 6 Notice dated June 13, 1977, as it pertains 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 two 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. A protected employee may elect and be allowed to go on furlough and remain furloughed until needed on a must-fill position rather than exercise seniority on a blanked position.

## 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 on a crew which is not filled and works as a "reduced crew. "

(c) The term "blankable" position refers to a second brakeman or helper position on a standard crew which is filled by a protected employee and which, under certain specified conditions, can be operated as a "reduced crew" in the absence of a second brakeman/helper.

(d) A "reduced crew" is a crew that operates with a conductor (foreman) and one brakeman (helper).

#### 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 two 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 two brakemen/helpers, except as provided in Article 13 hereof.

#### ARTICLE 6

Permanent must-fill vacancies (other than those referred to in paragraphs (a), (b) and (c) below), which are not filled voluntarily in the usual manner, will be filled by assigning the most junior brakemen/ helpers on the extra board. If non-protected employees are assigned (either by choice or if forced), an equal number of protected employees electing to remain on or go on the extra board will, in reverse order of seniority, lose their status in filling blankable positions so long as non-protected employees are holding must-fill positions. However, a protected employee on the extra board so affected will be permitted to exercise his seniority on any must-fill position held by a non-protected employee

at any time by giving the appropriate Carrier officer a twenty-four (24) hour notice.

(a) Permanent must-fill vacancies and/or additional turns in pool freight service not voluntarily filled in the usual manner will be filled by assigning the most junior protected brakemen among those on the extra board and those holding blankable positions in that pool.

(b) Permanent must-fill vacancies in yard service not voluntarily filled in the usual manner will be filled by assigning the most junior protected helpers among those on the extra board and those holding blankable positions on the same shift (starting time bracket) in the same yard (switching limits).

(c) Permanent must-fill vacancies at outlying points not filled voluntarily in the usual manner will be filled by assigning the most junior protected brakemen/helpers among those on the extra board(s) and those holding blankable positions in the same class of service on jobs with the same on-and-off duty points; same working limits; same rates of pay; and the same or nearest the same starting time (not to exceed one hour earlier or later).

Protected brakemen/helpers being moved from a blankable position to a must-fill position, as outlined in paragraphs (a), (b) and (c) above will be made whole for any loss of time that might be incurred while making the forced move.

#### ARTICLE 7

Protected brakemen and switchmen on the extra board shall be used on blankable second brakemen/yard helper vacancies and on must-fill vacancies to the extent specified below. However, as provided in Article 6 of this Agreement, protected extra board employees will not be used on

blankable second brakeman/yard helper vacancies as long as they remain on the extra board and must-fill positions are assigned to non-protected employees.

Non-protected brakemen/yardmen on the extra board shall be used only on must-fill vacancies and shall have no claim if run around by a protected brakeman/yardman used on a blankable vacancy.

(a) Yardmen's Extra Board. All extra board yardmen will continue to be confined to five straight-time, eight-hour shifts in their work week under the Five-Day Work Week Agreement currently in effect. Road service work not to be considered.

After all available extra board yardmen have worked their allotted number of shifts, or the extra board is exhausted, any must-fill vacancy will be filled in seniority order by a protected helper who has in a written request and who is assigned to work that day on a blankable position in the same starting time bracket in which the vacancy exists. The senior protected yardman contacted will fill the vacancy and will receive no less compensation than would have been earned on his own assignment. In the absence of an available protected helper with a written request, the junior protected helper working a blankable position in the same starting time bracket will fill the vacancy and will receive no less compensation than would have been earned on his 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, said vacancies will be filled in accordance with the rules or practices in effect prior to this Agreement.

(b) Brakemen's Extra Board.

(1) When extra board brakemen have earned 1,000 miles in a

work week (a period of seven consecutive days starting with Friday), they will not be used for the remainder of the workweek on other than must-fill vacancies.

(2) When the extra board is exhausted, must-fill vacancies on assignments protected by that extra board will be filled by the junior available protected brakemen holding blankable positions at that point. The protected brakemen being forced from their regular blankable positions will be paid not less than they would have earned on their regular assignments.

(3) The rotation of pool turns will be maintained and the turns will be run first in first out.

(4) When the extra board is exhausted and a must-fill vacancy cannot be filled in accordance with Item (2) above, a must-fill vacancy in pool freight service will be filled by stepping up the first out available brakeman in that pool. In other service, the senior brakeman at that point will be used on the must-fill vacancy.

(5) When a brakeman is used from a must-fill position to another must-fill position under Item (4) above, he will be paid the earnings of his regular assignment in addition to what he earns on the temporary vacancy.

#### ARTICLE 8

The Carrier shall maintain a sufficient number of employees to permit reasonable lay-off privileges and to protect must-fill vacancies, vacations, personal leave days and other extended vacancies.

There will be no change in the existing practices or agreements in the regulation of the number of turns (crews) in chain gang freight pools. Where extra boards are not guaranteed the local chairmen and

local officers will agree on the number of employees to be assigned to the respective extra boards under current regulation rules.

#### 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 not to exceed one hour if there is an available protected helper on the extra board who will be called to fill the vacancy. If there is no available protected helper on the extra board, the position will be blanked and the remaining crew members will finish that tour of duty. 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. If a replacement is called, the remaining two crew members may be required to work not to exceed one hour. The Carrier may elect to tie the crew up rather than call a replacement, or in the event no protected helper is available from the extra board, the remaining two crew members may be required to work on a reduced crew basis and receive the Special Allowance and payment shall be made to the Productivity Fund as hereinafter provided in Articles 18 and 19.

#### ARTICLE 11

In the event a standard road crew member (brakeman) fails to report before departure of his train from the home terminal (i.e., before the train starts to move from the track on which it was 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, or 6,840 feet, exclusive of engine(s) but including caboose(s). The two 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.

If a brakeman of a standard crew is given less than the required advance call, the train will be held until the brakeman reports but not to exceed the amount of time the call was short.

#### ARTICLE 12

If a brakeman on a standard train crew on a straight-away road assignment at the away-from-home terminal is unavailable for reasons of his own, including marking off, the remaining two crew members may be required to work back to their home terminal, providing the train does not contain more than 121 cars, or 6,840 feet exclusive of engine(s), but including caboose(s), and will receive the Special Allowance and payment will be made to the Productivity Fund as provided in Articles 18 and 19 of this Agreement.

In the event that the train does contain more than 121 cars, or 6,840 feet exclusive of engine(s), but including cabooses, so as to require a standard crew, and unless otherwise agreed to by the Local or General Chairman, the second brakeman position will be filled in accordance with the applicable provisions of Article 13 below.

#### ARTICLE 13

At the away-from-home terminal, when (1) a vacancy exists on a reduced crew or (2) the train on which the crew is to be used requires a standard crew, or (3) in order to restore a reduced crew to a standard crew handling a train in excess of 121 cars, or 6,840 feet as provided

in Articles 11 and 12, 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 pool.

(b) By stepping up the first rested and available brakeman from a must-fill position in the same pool.

(c) By deadheading a brakeman from the home terminal.

In the application of paragraphs (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 13 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 (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 14

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 4,015 feet in length, exclusive of engine(s) but including cabooses, may be operated with a reduced crew of one (1) conductor and (1) brakeman, subject to other provisions of this agreement.

Trains of 72 cars to 121 cars but not to exceed 6,840 feet in length, exclusive of engine(s) but including

caboose(s), may be operated with a reduced crew of one (1) conductor and one (1) brakeman by agreement between the appropriate UTU Local Chairman or Local Chairmen and local carrier officers with the approval of the appropriate General Chairman or General Chairmen and Carrier's Vice President-Personnel and Labor Relations.

Trains consisting of more than 121 cars or exceeding 6,840 feet in length, exclusive of engine(s) but including caboose(s), will be operated only with a standard crew.

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 15

(a) New business or new service operations of trains not exceeding 121 cars or 6,840 feet in length, exclusive of engine(s) but including caboose(s), such as piggyback, unit and 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 (1) conductor/foreman and one (1) 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 reduced Hours of Service relief road crews, except that if the

train consists of more than 71 cars or 4,015 feet, no scheduled work will be performed en route to the terminal.

ARTICLE 16

(a) Portable radios will be furnished each member of a reduced crew consisting of one conductor (foreman) and one brakeman (yard helper) for his use while on duty. Such radios will not exceed three 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. 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 start switching or perform transfer service without operable portable radios and, in addition, operable radio on engines 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.

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, skatemen 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 five (5) consecutive days, the senior employee making application for the position will be assigned 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 retroactive 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 (1) conductor or foreman and one (1) brakeman or yard helper, the Company 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 to by the General Chairmen and Carrier's Vice President - Personnel and 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/or yard tours of duty by protected employees only	12,000

$\$288,000 / 12,000 = \$24$  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 one-third (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 one-third (1/3) of his total compensation for that calendar year.

(f) When computing one-third (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) Payments made to protected employees out of the Productivity Fund shall not be used in the computation of any monetary guarantees.

(h) 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 General Chairman will furnish as soon as possible, but not later than January 31 each year, to the Carrier's Payroll Accounting Department the information necessary to properly credit those individuals for the number of tours of duty or trips to be so computed.

(i) The Company'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 one-third 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 Company will make up the deficit.

- (i) 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 Carrier's Vice President-Personnel and Labor Relations.

#### ARTICLE 21

The Carrier shall continue to apply the provisions of Article VIII of Mediation Agreement A-10222 dated August 25, 1978 in the hiring of firemen.

ARTICLE 22

(a) Effective May 15, 1981, all train service employees in road freight service not covered by the National Paid Holiday Rules will be entitled to personal leave days on the following graduated basis:

<u>Years of Service</u>	<u>Personal Leave Days Per Year</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 days each road freight service employee is entitled to shall be reduced by the number of paid holidays (or pay in lieu thereof) received in covered road service or in the exercise of dual road and yard seniority rights.

(c) Personal leave days may be taken upon 24 hours' notice to the designated carrier representative, and the employee will be paid one basic day at the rate of the last service performed for each personal leave day or days. Should the carrier refuse an employee's request for personal leave day or days, any leave days not granted by subsequent requests will be carried over, but will be requested and granted prior to May 1 of the following year.

The Carrier will have the option of granting personal leave days which are requested with less than 24 hours' notice, but refusal of such request shall not constitute a right to carry those day(s) over.

(d) Personal leave day or days will not be scheduled or allowed to start on other than a work day of the employee's position. Personal leave days 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 days paid for will be counted as qualifying days for vacation purposes.

#### ARTICLE 23

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 Vice President Personnel and Labor Relations. Such conferences will be held promptly at the request of either party.

#### ARTICLE 24

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

#### ARTICLE 25

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.

ARTICLE 26

Gender where used is intended to cover male or female as appropriate.


This Agreement effective 12:01 A.M., May 15, 1981.

Signed at Los Angeles, California, this 19th day of May, 1981.

FOR THE ORGANIZATION:

  
General Chairman, UTU(CT&Y)

FOR THE CARRIER:

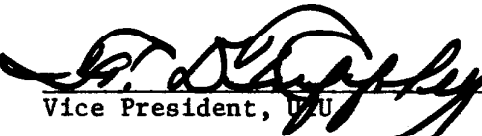
  
Vice President - Personnel  
and Labor Relations

  
General Chairman, UTU(CT&Y)

  
General Chairman, UTU(CT&Y)

APPROVED:

  
Vice President, UTU

  
Vice President, UTU

THE UNITED TRANSPORTATION UNION

May 19, 1981

Mr. F. L. Elterman  
Vice President-Personnel & Labor Relations  
The AT&SF Railway Company  
80 East Jackson Boulevard  
Chicago, Illinois 60604

Side Letter No. 1  
AT&SF - UTU Crew Consist Agreement

Dear Sir:

In connection with Article 14 of the Crew Consist Agreement signed May 19, 1981.

IT IS AGREED:

Car Limit Exception. Trains of seventy-two to one hundred twenty-one cars and not exceeding 6,840 feet in length, exclusive of engine(s) but including caboose(s), such as unit trains (empties in connection with unit trains), piggyback, grain, coal, ore, gravel, mail trains, and through freight (combination commodity) trains operated from terminal to terminal intact without picking up, or setting out (except bad order cars from their own train), or doing switching en route, may be operated with one conductor and one brakeman. However, a reduced crew of one conductor and one brakeman will not be used on such trains when protected employes are available at the location of the protecting extra boards or when a protected employe has exercised seniority to the blankable (blanked) second brakeman position on the crew handling such trains.

NOTE: Any such trains required to pick up, set out (except bad order cars from their own train), or perform switching en route will entitle the conductor and brakeman of the reduced crew to one-half each of the amount that would have been earned by a second brakeman had he been a member of the crew, which will be in addition to all of their other earnings. No payment will be made to an employe who might have stood for this service. Also, the conductor and brakeman on such train would be paid the Special Allowance and the Productivity Fund would be credited.


Interpretation

(Car Limit - Exception)


- Q. Does this restriction also apply within the initial or final terminal?
- A. No, this will not affect the rights granted the Carrier under Article IX of the January 27, 1972 National Agreement, as amended.

This agreement will become effective sixty (60) days from date the master Crew Consist Agreement becomes effective.

Yours truly,

  
General Chairman, UTU(CT&Y)

  
General Chairman, UTU(CT&Y)

  
General Chairman, UTU(CT&Y)



## The Atchison, Topeka and Santa Fe Railway Company

A Santa Fe Industries Company

80 East Jackson Boulevard, Chicago, Illinois 60604, Telephone 312/427-4900

May 19, 1981

Messrs. C. F. Christiansen, Vice President  
United Transportation Union  
4943 South 98th Avenue  
Omaha, Nebraska 68127

F. D. Tuffley, Vice President  
United Transportation Union  
10309 Hemlock Street  
Tacoma, Washington 98498

Side Letter No. 2  
AT&SF - UTU Crew Consist Agreement

Gentlemen:

This will confirm understanding reached in conference with respect to interpretation of the word "emergency" as used in Sections (c) and (d) of Article 16 of the Crew Consist Agreement signed May 19, 1981.

We adopt, as a general proposition, the definition of "emergency" as set forth in Webster's New World Dictionary, Second College Edition, copyright 1974, to-wit:

"EMERGENCY.....a sudden, generally unexpected occurrence or set of circumstances demanding immediate action."

Without attempting to set forth all of the many circumstances and events that would and/or would not constitute emergencies under that or any other general definition, the following are some practical examples of each:

A. EMERGENCIES

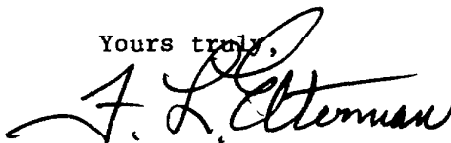
1. A derailment or other accident necessitating immediate action to protect persons and/or property.
2. Immediate action to avert accidents and obviate personal injuries and/or property damage.
3. Fire, storm, flood and other circumstances beyond the control of the Carrier that necessitate immediate action to protect persons and/or property.
4. In road service, when a radio becomes inoperable after a train departs the initial terminal, as defined in Article 11 of the Crew Consist Agreement.
5. When a radio becomes inoperable on a yard assignment but only for the length of time it takes to get an operable radio to the crew.

B. NOT EMERGENCIES

1. No operable radio available.
2. The need to perform work immediately, minus a condition such as those mentioned in A, above.
3. To clear a track for an inbound train, a transfer cut or other cut of cars.
4. To commence weighing cars.
5. To start humping a train or cut of cars.

If the above accurately reflects our understanding, please so signify in the space provided below.

Yours truly,



F. L. Elterman  
Vice President - Personnel  
and Labor Relations

AGREED:

  
C. F. Christiansen  
F. D. Tuffley



**The Atchison, Topeka and Santa Fe Railway Company**

*A Santa Fe Industries Company*

80 East Jackson Boulevard, Chicago, Illinois 60604, Telephone 312/427-4900

May 19, 1981

Messrs. C. F. Christiansen, Vice President  
United Transportation Union  
4943 South 98th Avenue  
Omaha, Nebraska 68127

F. D. Tuffley, Vice President  
United Transportation Union  
10309 Hemlock Street  
Tacoma, Washington 98498

Side Letter No. 3  
AT&SF - UTU Crew Consist Agreement

Gentlemen:

This letter will confirm the following understanding in connection with the application of Article 10 of the Crew Consist Agreement signed May 19, 1981:

If the Carrier believes that the number of lay-offs during employes' tours of duty have increased as a result of said Article 10, a prompt conference will be held in order to modify the agreement to the extent necessary to obviate excessive lay-offs.

Very truly yours,

F. L. Elterman  
Vice President - Personnel  
and Labor Relations

AGREED:

Vice President - UTU

Vice President - UTU



**The Atchison, Topeka and Santa Fe Railway Company**

*A Santa Fe Industries Company*

80 East Jackson Boulevard, Chicago, Illinois 60604, Telephone 312 / 427 - 4900

May 19, 1981

Messrs. C. F. Christiansen, Vice President  
United Transportation Union  
4943 South 98th Avenue  
Omaha, Nebraska 68127

F. D. Tuffley, Vice President  
United Transportation Union  
10309 Hemlock Street  
Tacoma, Washington 98498

Side Letter No. 4  
AT&SF - UTU Crew Consist Agreement

Gentlemen:

This will confirm our several discussions and our agreement that the Crew Consist Agreement signed May 19, 1981, will not have any bearing whatsoever on the administration of discipline procedures, or the amount of discipline assessed, in an effort to reduce the lists of "protected employees."

If at any time you feel that this commitment is not being honored, a prompt conference will be afforded to review the matter and whatever steps are warranted will be taken to alleviate the complaint.

Very truly yours,

F. L. Elterman  
Vice President - Personnel  
and Labor Relations

AGREED:

Vice President - UTU

Vice President - UTU



**The Atchison, Topeka and Santa Fe Railway Company**

*A Santa Fe Industries Company*

80 East Jackson Boulevard, Chicago, Illinois 60604, Telephone 312/427-4900

May 19, 1981

Messrs. C. F. Christiansen, Vice President  
United Transportation Union  
4943 South 98th Avenue  
Omaha, Nebraska 68127

F. D. Tuffley, Vice President  
United Transportation Union  
10309 Hemlock Street  
Tacoma, Washington 98498

Side Letter No. 5  
AT&SF - UTU Crew Consist Agreement

Gentlemen:

This will confirm our understanding that the Crew Consist Agreement signed May 19, 1981, does not change present rules, agreements or practices concerning the use of cabooses; nor does it change the present practice of placing them on the rear of trains and cuts, or the present practice of placing them elsewhere under certain circumstances.

Very truly yours,

F. L. Elterman  
Vice President - Personnel  
and Labor Relations

AGREED:

Vice President - UTU

Vice President - UTU



**The Atchison, Topeka and Santa Fe Railway Company**

*A Santa Fe Industries Company*

80 East Jackson Boulevard, Chicago, Illinois 60604, Telephone 312/427-4900

May 19, 1981

Messrs. C. F. Christiansen, Vice President  
United Transportation Union  
4943 South 98th Avenue  
Omaha, Nebraska 68127

F. D. Tuffley, Vice President  
United Transportation Union  
10309 Hemlock Street  
Tacoma, Washington 98498

Side Letter No. 6  
AT&SF - UTU Crew Consist Agreement

Gentlemen:

This will confirm our understanding concerning the train-length limitations referred to in Article 14 of the Crew Consist Agreement signed May 19, 1981:

Methods satisfactory to both parties will be established at all terminals by the Superintendents and the Local Chairmen, or their designees, for determining the length of trains.

Very truly yours,

F. L. Elterman  
Vice President - Personnel  
and Labor Relations

AGREED:

Vice President - UTU

Vice President - UTU



**The Atchison, Topeka and Santa Fe Railway Company**

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80 East Jackson Boulevard, Chicago, Illinois 60604, Telephone 312/427-4900

May 19, 1981

Messrs. C. F. Christiansen, Vice President  
United Transportation Union  
4943 South 98th Avenue  
Omaha, Nebraska 68127

F. D. Tuffley, Vice President  
United Transportation Union  
10309 Hemlock Street  
Tacoma, Washington 98498

Side Letter No. 7  
AT&SF - UTU Crew Consist Agreement

Gentlemen:

This will confirm our understanding of Article 2 of the Crew Consist Agreement signed May 19, 1981, to the extent that any employe who has worked for the Carrier under UTU agreements for at least 30 days prior to the effective date of the agreement will not have his application disapproved without furnishing the General Chairman satisfactory reasons for such disapproval.

Yours truly,

F. L. Elterman  
Vice President - Personnel  
and Labor Relations

AGREED:

Vice President - UTU

Vice President - UTU



# The Atchison, Topeka and Santa Fe Railway Company

A Santa Fe Industries Company

80 East Jackson Boulevard, Chicago, Illinois 60604, Telephone 312/427-4900

May 19, 1981

Messrs. C. P. Sawyer, General Chairman  
United Transportation Union (CT&Y)  
309 First National Office Building  
Brownwood, Texas 76801

J. L. Easley, General Chairman  
United Transportation Union (CT&Y)  
2110 E. First Street, Suite 121  
Santa Ana, California 92705

Side Letter No. 8  
AT&SF - UTU Crew Consist Agreement

Gentlemen:

In connection with Article 1 of Crew Consist Agreement signed May 19, 1981, it is agreed employees involuntarily furloughed who desire to be used for vacancies when the extra board is exhausted will be furnished a form by Carrier indicating whether they wish to be called for such service.

It is understood if Carrier is unable to contact any of the furloughed employe(s) with request on file, the crew may be operated with a conductor/engine foreman and one brakeman/helper.

Yours very truly,

F. L. Elterman  
Vice President - Personnel  
and Labor Relations

AGREED:

  
General Chairman, UTU(CT&Y)  
General Chairman, UTU(CT&Y)



## **The Atchison, Topeka and Santa Fe Railway Company**

*A Santa Fe Industries Company*

80 East Jackson Boulevard, Chicago, Illinois 60604, Telephone 312/427-4900

May 19, 1981

Mr. M. R. Hicks, General Chairman  
United Transportation Union (CT&Y)  
8100 Marty, Suite 100  
Overland Park, Kansas 66204

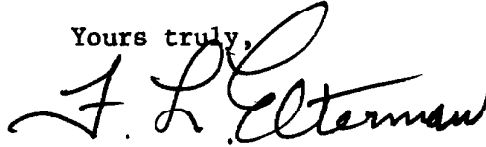
Dear Sir:

In connection with current rules governing promotion to Engine Foreman and Conductor, it is agreed the following will be applicable to those helper/brakemen who are designated as "protected employes" under the provisions of the Crew Consist Agreement signed May 19, 1981:

1. A protected employe who fails promotion to engine foreman on fourth attempt will automatically forfeit all road seniority, and will thereafter be confined to yard service. Such employe will not be eligible to reestablish road seniority even though subsequently promoted to Engine Foreman. The Carrier may require the protected employe to make further attempt(s) to satisfactorily complete promotional examination for engine foreman; however, such attempt(s) will not be required in less than twelve (12) months following last failure, unless the Carrier has need for additional foremen. The protected employe will not be suspended during interim periods between attempts.
2. A protected employe who fails promotion to conductor on fourth attempt will automatically forfeit all road seniority, and will thereafter be confined to yard service. Such employe will not be eligible to reestablish road seniority. If this employe has not been promoted to Engine Foreman, the provisions of (1) above govern. The protected employe will not be suspended during interim periods between attempts.
3. Where the current rules provide for forfeiture or termination of seniority because of failure, such provisions will not be applicable to protected employes, except as provided herein.
4. Nothing herein is intended to modify the current rule governing promotion to Engine Foreman or Conductor except as specifically set forth herein.
5. Non-protected employes will be governed by the current rules concerning promotion to Engine Foreman or Conductor.

If the foregoing outlines the understanding reached, please signify in the space provided below.

Yours truly,



F. L. Elterman  
Vice President - Personnel  
and Labor Relations

ACCEPTED:



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General Chairman, UTU (CT&Y)