

# **AGREEMENT**

between

**NORFOLK SOUTHERN RAILWAY COMPANY**

**CINCINNATI, NEW ORLEANS AND TEXAS PACIFIC  
RAILWAY COMPANY**

**ALABAMA GREAT SOUTHERN RAILROAD COMPANY**

**GEORGIA SOUTHERN AND FLORIDA RAILWAY COMPANY**

**SAINT JOHNS' RIVER TERMINAL COMPANY**

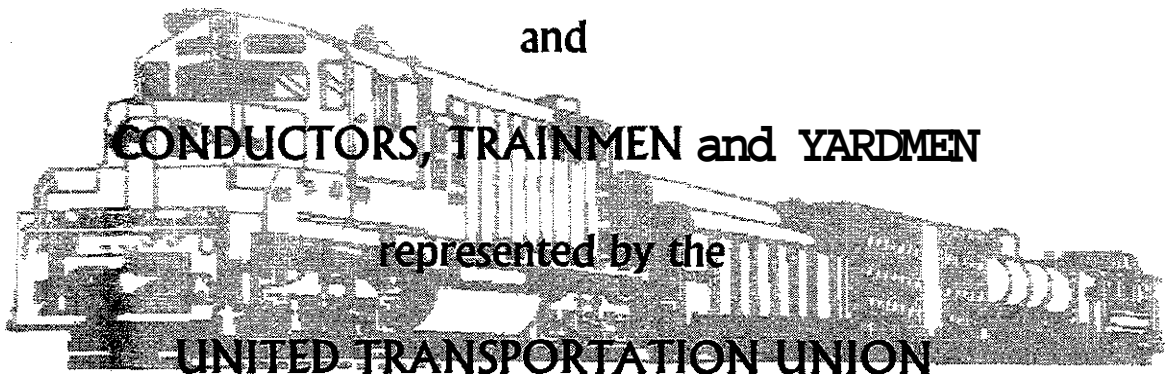
**NEW ORLEANS TERMINAL COMPANY**

and

**CONDUCTORS, TRAINMEN and YARDMEN**

represented by the

**UNITED TRANSPORTATION UNION**



Revised as of December 1, 1998 to include rules, revisions, certain amendments, interpretations and memoranda.

It is and has been the policy of the parties signatory hereto that the provisions of this Agreement be applied to all employees covered by this Agreement without regard to race, creed, color, age, sex or national origin.

# TABLE OF CONTENTS

## ARTICLE 1 - PASSENGER SERVICE

Passenger Service . . . . .	1-1
Excursion Specials, Inspection Trains . . . . .	1-1

## ARTICLE 2 - WAGES

Rates of Pay . . . . .	2 - 1
General Wage Increases . . . . .	2-6
Lump Sum Payments . . . . .	2 - 8
Rate Progression . . . . .	2-9
Duplicate Time Payments . . . . .	2-10
Cost-of-Living Payments . . . . .	2-10
Questions and Answers-General Wage Increases . . . . .	2-17
Questions and Answers-Applicable to Paragraph D.-Rate Progression . . . . .	2-20

## ARTICLE 3 - ROAD FREIGHT RATES OF PAY

Basic Day. . . . .	3-1
Conversion to Local Rate . . . . .	3-1
Overtime . . . . .	3-2
Car Scale Basis of Pay . . . . .	3-2
Guarantees . . . . .	3-3
Two or More Classes of Road Service . . . . .	3-3
Detouring . . . . .	3-6
Light Engines . . . . .	3-6
Release Between Terminals . . . . .	3-7
Doubling Hills and Running for Water and Fuel . . . . .	3-7
Learning the Road . . . . .	3-7
Questions and Answers (Applicable to Paragraph F.2.-Two or More Classes of Road Service) . . . . .	3-9

## ARTICLE 4 - ROAD ASSIGNMENTS

Beginning and Ending of Day . . . . .	4-1
Assignments and Pool Service . . . . .	4-1
Reporting for Runs . . . . .	4-2
Extra Trainmen Laying Off . . . . .	4-4
Short Trips and Turnarounds . . . . .	4-5
Wrecking Service . . . . .	4-6
Layover Period . . . . .	4-6

## ARTICLE 5 - ROAD SENIORITY RIGHTS

Bulletining Runs . . . . .	5-1
Permanent Vacancies-Trainmen . . . . .	5-1
Temporary Vacancies-Trainmen . . . . .	5-2
Permanent Vacancies-Conductors . . . . .	5-6
Temporary Vacancies-Conductors . . . . .	5-8
Ninety Day Temporary Vacancy (Applicable to Southern, GS&F) . . . . .	5-11
Reduction of Extra Board . . . . .	5-12
Subdivided Seniority Districts . . . . .	5-12
Displacement . . . . .	5-13
Questions and Answers (Applicable to Paragraph E.-Temporary Vacancies-Conductors) . . . . .	5-15
Questions and Answers (Applicable to Paragraph I.-Displacement) . . . . .	5-17

# TABLE OF CONTENTS

## ARTICLE 6 - CALLING ROAD CREWS

Calling Time, Register, Etc. ....	6-1
Called and Not Used ....	6-2
Reporting Time When Not Called ....	6-2
Not Called in Order ....	6-2

## ARTICLE 7 - TERMINAL DELAY

Initial Terminal Delay ....	7-1
Final Terminal Delay ....	7-2

## ARTICLE 8 - HELD AWAY FROM HOME TERMINAL

Held Away From Home Allowances ....	8-1
-------------------------------------	-----

## ARTICLE 9 - MISCELLANEOUS ROAD OPERATIONS

Self-Propelled Machines ....	9-1
Flagging in Connection with Maintenance of Way and Construction Jobs ....	9-1
Fines ....	9-2

## ARTICLE 10 - ROAD SWITCHERS

Road Switchers ....	10-1
Reduction in Work Week . . . . .	10-2

## ARTICLE 11 - LAPBACK MOVEMENTS

Lapback Allowances ....	11-1
Questions and Answers ....	1 1-3

## ARTICLE 12 - ROAD ENGINES, CABOOSES AND SUPPLIES

Elimination of Caboose ....	12-1
Run-Through Service ....	12-7
Disposition of Caboose ....	12-7
Locomotive Standards ....	12-7
Supplies ....	12-8

## ARTICLE 13 - INTERDIVISIONAL SERVICE

Notice ....	13-1
Conditions ....	13-1
Procedure ....	13-2
Arbitration ....	13-2
Existing Inter-divisional Service ....	13-3
Construction of Article ....	13-3
Protection ....	13-3
Individual ID Service Agreements ....	13-3

# TABLE OF CONTENTS

## ARTICLE 14 - EXCEPTIONS - ROAD

Circus Trains .....	14-1
Good Roads, Agricultural Cars, Etc. ....	14-1
Asheville District .....	14-1
Atlanta District .....	14-1
Birmingham District .....	14-2
Charlotte District .....	14-3
Columbia District .....	14-3
Danville District .....	14-4
GS&F District .....	14-4
Knoxville District .....	14-5
Meridian-Hattiesburg Turnaround Trips .....	14-6
Mobile District .....	14-6
Richmond District .....	14-10
St. Louis-Louisville District .....	14-10
Washington District .....	14-13
Winston-Salem District .....	14-14

## ARTICLE 15 - YARD METHODS OF PAY

Basic Day .....	15-1
Overtime .....	15-1
Arbitraries and Special Allowances .....	15-3
Foremen at Brosnan Yard Releasing Retarders .....	15-4
Increase in Hump Foremen Rate in Car Retarder Yards and Operation of Retarder Controls ..	15-4
Coupling and Uncoupling Air, Steam or Signal Hose .....	15-5
Assignment to Other Duties .....	15-6
Working on Two Positions .....	15-6

## ARTICLE 16 - YARD ASSIGNMENTS

Schedules .....	16-1
Point of Beginning and Ending of Day .....	16-1
Starting Times .....	16-1
Calculating Assignments and Meal Periods .....	16-2
Lunch Time .....	16-2
Change in Conditions .....	16-2
Unassigned Yard Work Trains and Pilot Service .....	16-3
Instructions to Yard Crews .....	16-4
Yardmasters Performing Yard Work .....	16-4
Yardmen Laying Off .....	16-4
Extra Boards .....	16-5

# TABLE OF CONTENTS

## ARTICLE 17 - YARD SENIORITY RIGHTS

Bulletining Runs .....	17-1
Records .....	17-4
Permanent Vacancies.....	17-4
Temporary Vacancies .....	17-8
Temporary Vacancies at Outlying Point .....	17-16
Ninety Day Temporary Vacancy . Applicable to Southern .....	17-17
Displacement .....	17-18
Questions and Answers (Applicable to Paragraph G. . Displacement) .....	17-19

## ARTICLE 18 - FIVE-DAY YARD WORK WEEK

Establishment of Assignments .....	18-1
Abolishment of Assignments .....	18-3
Annulment of Assignments-Applicable to Southern .....	18-5
Annulment of Assignments-Applicable to CNOaTP, AGS and NOT .....	18-8
Annulment of Assignments-Applicable to NOaNE .....	18-11
Exercise of Seniority .....	18-14
Extra Engines .....	18-16

## ARTICLE 19 - MISCELLANEOUS YARD OPERATIONS, ENGINES & SUPPLIES

Equipping Yard Engines .....	19-1
ice .....	19-1
Self-Propelled Machines .....	19-1
Flagging in Connection with Maintenance of Way and Construction Jobs .....	19-2
Liability for Supplies-Applicable to New Orleans Terminal Only .....	19-2
Bulletin Boards .....	19-2
Copy of Bulletins and Written instructions .....	19-2

## ARTICLE 20 - CALLING YARD CREWS

Calling Extra Board Employees .....	20-1
Not Called in Order .....	20-1
Called and Not Used .....	20-1

## ARTICLE 21 - CAR RETARDER OPERATORS

Permanent Vacancies .....	21-2
Temporary Vacancies .....	21-3

## ARTICLE 22 - SENIORITY

Application for Employment .....	22-1
Top/Bottom Implementing Agreement .....	22-1
Applicable to St. Johns River Terminal Company .....	22-6
Seniority Lists .....	22-7
Statute of Limitations .....	22-8
Promotion .....	22-8
Trainmen Standing for Conductor Service .....	22-9
Employment of Locomotive Engineers .....	22-10
Promotion to Yardmaster .....	22-10
Discharged and Re-Employed .....	22-10
Resigning and Re-Employed .....	22-11

# TABLE OF CONTENTS

Hostlers and Hostler Helpers . . . . .	22-1 1
Engineers Establishing Brakemen Seniority . . . . .	22-12
Flowback . . . . .	22-12
Enhanced Employment Opportunities . . . . .	22-14
Seniority Accumulation . . . . .	22-15
Questions and Answers (Applicable to Paragraph B.-Top and Bottom Implementing Agreement) . . . . .	22-17
Questions and Answers (Applicable to Paragraph G.-Trainmen Standing for Conductor Service) . . . . .	22-19
Questions and Answers (Applicable to Paragraph N.-Flowback) . . . . .	22- 21
Questions and Answers (Applicable to Paragraph O.-Enhanced Employment Opportunities) . . . . .	22-23
Questions and Answers (Applicable to Paragraph P.-Seniority Accumulation) . . . . .	22-25
 ARTICLE 23 - ROAD-YARD MOVEMENTS	
Switching . . . . .	23-1
Through Freight Crews Switching on Line of Road . . . . .	23-5
Incidental Work . . . . .	23-6
Combination Road-Yard Service Zones-Yard Crews . . . . .	23-8
Combination Road Yard-(June 25, 1964 National Agreement) . . . . .	23-8
Enhanced Customer Service . . . . .	23-9
Interchange . . . . .	23-11
Protection . . . . .	23-12
Questions and Answers (Applicable to Paragraph A.-Switching) . . . . .	23-13
Questions and Answers (Applicable to Paragraph E.-Combination Road Yard) . . . . .	23-14
Questions and Answers (Applicable to Paragraph F.-Enhanced Customer Service) . . . . .	23-15
Questions and Answers (Applicable to Paragraph G.-Interchange) . . . . .	23-20
 ARTICLE 24 - DEADHEADING	
Payment when Deadheading and Service are Combined . . . . .	24-1
Payment for Deadheading Separate from Service . . . . .	24-1
Application . . . . .	24-2
Questions and Answers . . . . .	24-3
Questions and Answers-Deadheading in General . . . . .	24-7
 ARTICLE 25 - EXPENSES AWAY FROM HOME	
Lodging . . . . .	25-1
Meal Allowances . . . . .	25-1
Extra Employees . . . . .	25-1
Lodging Facilities . . . . .	25-3
Oakdale Restaurant Agreement . . . . .	25-3
Questions and Answers . . . . .	25-5
 ARTICLE 26 - COMMUNICATION SYSTEMS	
Use of Communication Systems . . . . .	26-1
Questions and Answers (Applicable to Paragraph A.) . . . . .	26-3
Questions and Answers (Applicable to Paragraphs B., C., D., & E.) . . . . .	26-4

# TABLE OF CONTENTS

ARTICLE 27 - REST AND HOURS OF SERVICE LAW	
Rest-Road Service .....	27-1
Method of Pay Under Hours of Service Law-Road Service .....	27-1
Application of Hours of Service Law-Yard Service .....	27-3
ARTICLE 28 - SWITCHING LIMITS	
Switching Limits Agreement .....	28-1
Location of Switching Limits .....	28-2
ARTICLE 29 - PHYSICAL EXAMINATIONS	
Applicable to Southern Conductors, Trainmen, Yardmen and CNO&TP Conductors and AGS Conductors (Except NO&NE District) .....	29-1
Applicable to NO&NE District Conductors, Trainmen and Yardmen, CNO&TP Trainmen and Yardmen, NOT Yardmen and AGS Trainmen and Yardmen .....	29-3
ARTICLE 30 - TIME CLAIMS AND GRIEVANCES	
Disallowance of Time Claimed .....	30-1
Paycheck Details .....	30-1
Erroneous Overpayment .....	30-1
Adjustment Matters .....	30-1
ARTICLE 31 - INVESTIGATIONS AND COURT	
investigations and Discipline (Applicable to conductors, trainmen and yardmen on CNO&TP, AGS and NOT and conductors on Southern and GS&F) .....	31-1
Investigations and Discipline (Applicable to Southern, GS&F Trainmen and Yardmen) .....	31-6
Attending Court .....	31-7
ARTICLE 32 - LEAVES	
Leave of Absence .....	32-1
Bereavement Leave .....	32-1
jury Duty .....	32-2
Holiday Pay Rules .....	32-2
Personal Leave .....	32-10
Questions and Answers (Applicable to Bereavement Leave) .....	32-13
Questions and Answers (Applicable to Personal Leave Days) .....	32-15
ARTICLE 33 - VACATION AGREEMENT	
Vacations .....	33-1
Splitting Vacations .....	33-8
Vacation Starting Date .....	33-9
Carryover .....	33-10
Questions and Answers .....	33-11

# TABLE OF CONTENTS

## ARTICLE 34 - HEALTH AND WELFARE BENEFITS

Health and Welfare Plan .....	34-2
Dental Benefits .....	34-10
Vision Care .....	34-11
Early Retirement Major Medical Benefit Plan .....	34-1 3
National Health Legislation .....	34-16
Providers' Phone Numbers .....	34-16
Questions and Answers .....	34-17

## ARTICLE 35 - TRANSFERS & PROTECTION

Protection of Employees .....	35-2
Time Limits for Filing Claims for Protective Benefits .....	35-8

## ARTICLE 36 - OFF TRACK TRAVEL INSURANCE COVERAGE

Covered Conditions .....	36-1
Payments to be Made .....	36-1
Payment in Case of Accidental Death .....	36-2
Exclusions .....	36-3
Offset .....	36-3
Subrogation .....	36-3
Claims .....	36-4

## ARTICLE 37 - CREW CONSIST

Road and Yard Crews .....	37-1
Operation with Less than a Two-Member Crew .....	37-1
Extra Boards .....	37-3
Reserve Boards .....	37-4
Special Allowance .....	37-6
Definitions .....	37-6
Restrictions on the Carrier .....	37-7
Stepping up trainmen/yardmen (Temporary Vacancies) .....	37-7
Seniority Rights .....	37-7
Yardmen's Extra Board .....	37-7
Maintaining Sufficient Employees .....	37-8
Failure to Report .....	37-8
Premature Discontinuance of Duty .....	37-9
Non-Revenue Trains .....	37-10
General .....	37-10
Moratorium .....	37-11



# TABLE OF CONTENTS

Questions and Answers (Applicable to Paragraph A.-Road and Yard Crews) .....	37-13
Questions and Answers (Applicable to Paragraph B.-Operation with less than a Two-Member Crew) .....	37-14
Questions and Answers (Applicable to Paragraph C.-Extra Boards) .....	37-17
Questions and Answers (Applicable to Paragraph D.-Reserve Boards) .....	37-19
Questions and Answers (Applicable to Paragraph E.-Special Allowance) .....	37-21
Questions and Answers (Applicable to Paragraph I.) .....	37-22
Questions and Answers (Applicable to Paragraph K.-Yardmen's Extra Board) .....	37-23
Questions and Answers (Applicable to Paragraph M.-Failure to Report) .....	37-24
Questions and Answers (Applicable to Paragraph N.-Premature Discontinuance of Duty) ...	37-25
Questions and Answers (Applicable to Paragraph O.-Non-Revenue Trains) .....	37-26
ARTICLE 38 - PRODUCTIVITY FUND	
Productivity Fund Payments .....	38-1
Questions and Answers .....	38-7
ARTICLE 39 - UNION MEMBERSHIP	
Requirement for Union Membership and Payment of Dues .....	39-1
Dues Check Off .....	39-3
Employee Information and Paycheck Details .....	39-6
ARTICLE 40 - NATIONAL WAGE AND RULES PANEL	
ARTICLE 41 - APPLICATION OF AGREEMENT	
Representation .....	41-1
Schedules .....	41-1
Definition .....	41-1
Effect of Award of Arbitration Board No. 559 (effective May 8, 1996) .....	41-1
Terms of Agreement .....	41-2

# TABLE OF CONTENTS

(Alphabetical Order)

Abolishment of Yard Assignments .....	18-3
<b>AdjustmentMatters.....</b>	<b>30-1</b>
Annulment of Yard Assignments-Applicable to NO&NE .....	18-11
Annulment of Yard Assignments-Applicable to Southern .....	18-5
Annulment of Yard Assignments-Applicable to CNO&TP AGS and NOT .....	18-8
Applicable to Seniority-St. Johns River Terminal Company .....	22-6
Application of Hours of Service Law-Yard Service .....	27-3
Application for Employment .....	22- 1
APPLICATION OF AGREEMENT .....	Article 41
Arbiiraries and Special Allowances .....	15-3
Asheville District-Exceptions .....	14- 1
Assignment to Other Duties-Yard .....	15-6
Assignments and Pool Service .....	4-1
Atlanta District-Exceptions .....	141
Attending Court .....	31-7
Basic Day-Yard .....	15-1
<b>BasicDay-Road.....</b>	<b>3-1</b>
Beginning and Ending of Day-Road .....	4-1
Bereavement Leave .....	32- 1
Birmingham District-Exceptions .....	1 4 - 2
Bulletin Boards .....	19-2
Bulletining Runs-Road .....	5-1
Bulletining Runs-Yard .....	17-1
Calculating Assignments and Meal Periods-Yard .....	16-2
Called and Not Used-Road .....	6 - 2
Called and Not Used-Yard .....	20-1
CALLING ROAD CREWS .....	Article 6
CALLING YARD CREWS .....	Article 2 0
Car Scale Basis of Pay .....	3 - 2
CAR RETARDER OPERATORS .....	Article 2 1
Change in Conditions-Yard .....	16-2
Charlotte District-Exceptions .....	14-3
Circus Trains-Exceptions .....	141
Columbia District-Exceptions .....	14-3
Combination Road-Yard Service Zones-Yard Crews .....	23-8
Combination Road Yard-(June 25, 1964 National Agreement) .....	23-8
COMMUNICATION SYSTEMS .....	Article 26
Conversion to Local Rate .....	3-1
Copy of Bulletins and Written Instructions-Yard .....	19-2
Cost-of-Living Payments .....	2-10
Coupling and Uncoupling Air, Steam or Signal Hose .....	15-5
CREW CONSIST .....	Article 37

# TABLE OF CONTENTS

## (Alphabetical Order)

Danville District-Exceptions .....	14-4
DEADHEADING .....	Article 24
Definitions-Crew Consist .....	37-6
Dental Benefits .....	34-10
Detouring .....	3-6
Disallowance of Time Claimed .....	30-1
Discharged and Re-Employed .....	22-10
Displacement-Road .....	5-13
Displacement-Yard .....	17-18
Disposition of Cabooses .....	12-7
Doubling Hills and Running for Water and Fuel .....	3-7
Dues Check Off .....	39-3
Duplicate Time Payments. ....	2-10
Early Retirement Major Medical Benefit Plan .....	34-13
Elimination of Cabooses .....	12-1
Employee Information and Paycheck Details .....	39-6
Employment of Locomotive Engineers .....	22-10
Engineers Establishing Brakemen Seniority .....	22-12
Enhanced Employment Opportunities .....	22-14
Enhanced Customer Service .....	23-9
Equipping Yard Engines .....	19-1
Erroneous Overpayment .....	30-1
Establishment of Assignments-Yard .....	18-1
EXCEPTIONS . ROAD .....	Article 14
Excursion Specials, inspection Trains .....	1-1
Exercise of Seniority-Yard .....	18-14
EXPENSES AWAY FROM HOME .....	Article 25
Extra Trainmen Laying Off .....	4-4
Extra Boards-Yard .....	16-5
Extra Boards-Crew Consist .....	37-3
Extra Engines .....	18-16
Failure to Report-Crew Consist .....	37-8
Final Terminal Delay .....	7-2
Fines .....	9-2
FIVE-DAY YARD WORK WEEK .....	Article 18
Flagging in Connection with Maintenance of Way and Construction Jobs-Road .....	9-1
Flagging in Connection with Maintenance of Way and Construction Jobs-Yard .....	19-2
Flowback .....	22-12
General Wage Increases .....	2-6
Good Roads, Agricultural Cars, Etc. ....	14-1
GS&F District-Exceptions .....	14-4
Guarantees-Road .....	3-3

# TABLE OF CONTENTS

(Alphabetical Order)

HEALTH AND WELFARE BENEFITS .....	Article 34
HELD AWAY FROM HOME TERMINAL. ....	Article 8
Holiday Pay Rules .....	32-2
Hostlers and Hostler Helpers .....	22-11
Ice .....	19-1
incidental Work .....	23-6
initial Terminal Delay .....	7-1
instructions to Yard Crews .....	16-4
interchange .....	23-11
INTERDIVISIONAL SERVICE .....	Article 13
INVESTIGATIONS AND COURT (Discipline) .....	Article 31
Jury Duty .....	32-2
Knoxville District-Exceptions .....	14-5
LAPBACK MOVEMENTS .....	Article 1 1
Layover Period-Road .....	4-6
Learning the Road .....	3-7
Leave of Absence .....	32-1
LEAVES .....	Article 32
Light Engines .....	3-6
Location of Switching Limits .....	28-2
Locomotive Standards .....	12-7
Lodging Facilities .....	25-3
Lodging .....	25-1
Lump Sum Payments .....	2-8
Lunch Time-Yard .....	16-2
Maintaining Sufficient Employees .....	37-8
Meal Allowances .....	25-1
Meridian-Hattiesburg Turnaround Trips-Exceptions .....	14-6
Method of Pay Under Hours of Service Law-Road Service .....	27-1
MISCELLANEOUS YARD OPERATIONS, ENGINES & SUPPLIES .....	Article 19
MISCELLANEOUS ROAD OPERATIONS .....	Article 9
Mobile District-Exceptions .....	14-6
National Health Legislation .....	34-16
NATIONAL WAGE AND RULES PANEL .....	Article 40
Ninety Day Temporary Vacancy (Applicable to Southern, GS&F) .....	5- 11
Non-Revenue Trains-Crew Consist .....	37-10
Not Called in Order-Yard .....	20-1
Not Called in Order-Road .....	6-2
OFF TRACK TRAVEL INSURANCE COVERAGE .....	Article 36
Operation with Less than a Two-Member Crew-Crew Consist .....	37- 1
Overtime-Yard .....	15-1
Overtime-Road .....	3-2

# TABLE OF CONTENTS

(Alphabetical Order)

PassengerService .....	1-1
PaycheckDetails .....	30-1
Payment for Deadheading Separate from Service .....	24-1
Payment when Deadheading and Service are Combined .....	24-1
Permanent Vacancies-Trainmen .....	5-1
Permanent Vacancies-Yard .....	17-4
Permanent Vacancies-Conductors .....	5-6
Personal Leave .....	..32-10
PHYSICAL EXAMINATIONS .....	Article 29
Point of Beginning and Ending of Day-Yard .....	16-1
Premature Discontinuance of Duty-Crew Consist .....	37-9
PRODUCTIVITY FUND .....	Article 38
Promotion .....	22-8
Promotion to Yardmaster .....	..22-10
Protection of Employees .....	35-2
Providers' Phone Numbers-Heahh and Welfare .....	34-16
Rate Progression .....	2-9
Rates of Pay .....	2-1
Reduction of Extra Board-Road .....	5-12
Reduction in Work Week-Road Switchers .....	1 10-2
Release Between Terminals-Road .....	3-7
Reporting for Runs-Road .....	4-2
Reporting Time When Not Called-Road .....	6-2
Representation .....	41-1
Requirement for Union Membership and Payment of Dues .....	39- 1
Reserve Boards-Crew Consist .....	37-4
Resigning and Re-Employed .....	22-11
REST AND HOURS OF SERVICE LAW .....	Article 27
Richmond Diict-Exceptions .....	14-10
ROAD SWITCHERS .....	Article 10
ROAD SENIORITY RIGHTS .....	Article 5
ROAD ENGINES, CABOOSES AND SUPPLIES .....	Article 12
ROAD ASSIGNMENTS .....	Article 4
ROAD FREIGHT RATES OF PAY .....	Article 3
ROAD-YARD MOVEMENTS .....	Article 23

# TABLE OF CONTENTS

(Alphabetical Order)

Self-Propelled Machines-Yard .....	19-1
Self-Propelled Machines-Road .....	9-1
Seniority Accumulation .....	22-15
SENIORITY .....	Article 22
Short Trips and Turnarounds .....	4-5
Special Allowance-Crew Consist .....	37-6
Splitting Vacations .....	33-8
St. Louis-Louisville District-Exceptions .....	14-10
Starting Times-Yard .....	16-1
Statute of Limitations-Seniority .....	22-8
Stepping up Trainmen/Yardmen (Temporary Vacancies) .....	37-7
Subdivided Seniority Districts .....	5-12
Supplies-Road .....	12-8
Switching .....	23-1
SWITCHING LIMITS .....	Article 28
Temporary Vacancies-Trainmen .....	5-2
Temporary Vacancies-Yard .....	17-8
Temporary Vacancies-Conductors .....	5-8
TERMINAL DELAY .....	Article 7
Terms of Agreement .....	41-2
Through Freight Crews Switching on Line of Road .....	23-5
Time Limits for Filing Claims for Protective Benefits .....	35-8
TIME CLAIMS AND GRIEVANCES .....	Article 30
Top/Bottom Implementing Agreement : .....	22- 1
Trainmen Standing for Conductor Service .....	22-9
TRANSFERS & PROTECTION .....	Article 35
Two or More Classes of Road Service .....	3-3
Unassigned Yard Work Trains and Pilot Service .....	16-3
UNION MEMBERSHIP .....	Article 39
Use of Communication Systems .....	26-1
Vacation Starting Date .....	33-9
VACATION AGREEMENT .....	Article 33
Vision Care .....	34-11
WAGES .....	Article 2
Washington District-Exceptions .....	14-13
Winston-Salem District-Exceptions .....	14- 14
Working on Two Positions-Yard .....	15-6
Wrecking Service-Road .....	4-6
YARD SENIORITY RIGHTS .....	Article 17
YARD ASSIGNMENTS .....	Article 16
YARD METHODS OF PAY .....	Article 15
Yardmasters Performing Yard Work .....	16-4
Yardmen Laying Off .....	16-4
Yardmen's Extra Board .....	37-7

# **ARTICLE I**

## **PASSENGER SERVICE**

- A. Rules governing passenger service have been purposely omitted from this printing because Norfolk Southern Railway Company does not currently operate passenger service. However, in the event passenger service resumes, the applicable rules in effect as of that date will be in effect and will be reprinted in their entirety.
- B. Extra passenger service operated by Norfolk Southern Railway Company on lines under jurisdiction of the Southern Lines General Committee of Adjustment such as, but not limited to, excursions, specials, inspection trains and similar operations will be governed by freight service rules.

# ARTICLE 2

## WAGES

(Effective July 1, 1997)

### A. RATES OF PAY

#### 1. Yardmen

POSITION	BASIC DAY	CURRENT PRO RATA	OVERTIME	FROZEN PRO RATA
Footboard Yardmaster	155.20	19.4000	29.1000	14.7325
Hump Foreman	148.96	18.6200	27.9300	14.1375
Car Retarder Opr	153.94	19.2425	28.8650	14.6100
Yard Foreman	143.33	17.9175	26.8750	13.5975
Yard Switchman	137.16	17.1450	25.7175	13.0125
Switchtender	130.74	16.3425	24.5150	12.4000
Yard Utility Position	143.33	17.9175	26.8750	13.5975

#### 2. Conductors

#### 5 DAY ROAD SWITCHER RATES OF PAY

BASIC DAY	CURRENT PRO RATA	OVERTIME	FROZEN PRO RATA	O/M RATE
143.33	17.9175	26.8750	13.5975	1.0656

#### 6 or 7 DAY ROAD SWITCHER RATES OF PAY

BASIC DAY	BASIC DAY	CURRENT PRO RATA	OVERTIME	FROZEN PRO RATA	O / M RATE
Under 100 Miles	137.41	17.1775	25.7650	13.0350	
Over 100 Miles	134.09	16.7625	25.1425	12.7200	1.0022



## 3. Trainmen

5 DAY ROAD SWITCHER RATES OF PAY

BASIC DAY	CURRENT PRO RATA	OVERTIME	FROZEN PRO RATA	O/M RATE
137.16	17.1450	25.7175	13.0125	1.0253

6 or 7 DAY ROAD SWITCHER RATES OF PAY

BASIC DAY	BASIC DAY	CURRENT PRO RATA	OVERTIME	FROZEN PRO RATA	O / M RATE
Under 100 Miles	131.21	16.4025	24.6025	12.4450	
over 100 Miles	127.89	15.9875	23.9800	12.1300	0.9624

ROAD UTILITY POSITION

POSITION	BASIC DAY	CURRENT PRO RATA	OVERTIME	FROZEN PRORATA	O/M RATE
5 Days/Week	143.33	17.9175	26.8750	13.5975	1.0656
6 or 7 Days/Week (under 100 miles)	137.41	17.1775	25.7650	13.0350	n/a
6 or 7 Days/Week (over 100 miles)	134.09	16.7625	25.1425	12.7200	1.0022

UTURATESOFPAY  
EFFECTi VE July 1, 1997  
(35%i NC)

Numberofcars    hauledintrain    in    road    movementatanyonetime

CONDUCTORS- UTU			61	62	63	64	65	66	67	66	69	70	
			1- 80	81- 105	106-125	126-145	146- 165	166-185	186-205	206-225	226-245	246-265	
THRU FREIGHT- OVER 130 Mi LES	<CLASS>		127. 00	127. 35	128. 00	128. 40	128. 65	128. 75	128. 95	129. 15	129. 35	129. 55	129. 75
Current ProRata-	25		15. 8750	15. 9200	16. 0000	16. 0500	16. 0825	16. 0950	16. 1200	16. 1450	16. 1700	16. 1950	16. 2200
Overtime			23. 8125	23. 8800	24. 0000	24. 0750	24. 1225	24. 1425	24. 1800	24. 2175	24. 2550	24. 2925	24. 3300
Frozen Pro Rata			12. 0450	12. 0900	12. 1700	12. 2200	12. 2525	12. 2650	12. 2900	12. 3150	12. 3400	12. 3650	12. 3900
Overmie Rate			0. 9490	0. 9525	0. 9590	0. 9630	0. 9655	0. 9665	0. 9665	0. 9705	0. 9725	0. 9745	0. 9765
Frozen ID O/M Rate			1. 0322	1. 0357	1. 0422	1. 0462	1. 0487	1. 0497	1. 0517	1. 0537	1. 0557	1. 0577	1. 0597
THRU FREIGHT- 130 MILES OR LESS	30												
Basic Day			129. 18	129. 53	130. 18	130. 58	130. 83	130. 93	131. 13	131. 33	131. 53	131. 73	131. 93
Current ProRata			16. 1475	16. 1925	16. 2725	16. 3225	16. 3550	16. 3675	16. 3925	16. 4175	16. 4425	16. 4675	16. 4925
Overtime			24. 2225	24. 2875	24. 4100	24. 4850	24. 5325	24. 5500	24. 5875	24. 6250	24. 6625	24. 7000	24. 7375
Frozen ProRata			12. 2500	12. 2950	12. 3750	12. 4250	12. 4575	12. 4700	12. 4950	12. 5200	12. 5450	12. 5700	12. 5950
LOCAL- 130 OR LESS	20												
BASIC DAY OR LESS			129. 74	130. 09	130. 74	131. 14	131. 39	131. 49	131. 69	131. 89	132. 09	132. 29	132. 49
Current Pro Rata			16. 2175	16. 2625	16. 3425	16. 3925	16. 4250	16. 4375	16. 4625	16. 4875	16. 5125	16. 5375	16. 5625
Overtime			24. 3275	24. 3925	24. 5150	24. 5900	24. 6375	24. 6550	24. 6925	24. 7300	24. 7675	24. 8050	24. 8425
Frozen ProRata			12. 3200	12. 3650	12. 4450	12. 4950	12. 5275	12. 5400	12. 5650	12. 5900	12. 6150	12. 6400	12. 6650
MS- OVER 100/130 Mi LES			127. 56	127. 91	128. 56	128. 96	129. 21	129. 31	129. 51	129. 71	129. 91	130. 11	130. 31
Current Pro Rata	15/21		15. 9450	15. 9900	16. 0700	16. 1200	16. 1525	16. 1650	16. 1900	16. 2150	16. 2400	16. 2650	16. 2900
Overtime	19/37		23. 9175	23. 9850	24. 1050	24. 1800	24. 2275	24. 2475	24. 2850	24. 3225	24. 3600	24. 3975	24. 4350
Frozen Pro Rata			12. 1150	12. 1600	12. 2400	12. 2900	12. 3225	12. 3350	12. 3600	12. 3850	12. 4100	12. 4350	12. 4600
Overmie Rate			0. 9546	0. 9581	0. 9646	0. 9686	0. 9711	0. 9721	0. 9741	0. 9761	0. 9781	0. 9801	0. 9821
Frozen ID O/M Rate			1. 0378	1. 0413	1. 0478	1. 0518	1. 0543	1. 0553	1. 0573	1. 0593	1. 0613	1. 0633	1. 0653
LOCAL & MS- 100 MILES OR LESS	10/18												
BASIC DAY OR LESS	35		130. 91	131. 26	131. 91	132. 31	132. 56	132. 66	132. 86	133. 06	133. 26	133. 46	133. 66
Current Pro Rata			16. 3650	16. 4075	16. 4900	16. 5400	16. 5700	16. 5825	16. 6075	16. 6325	16. 6575	16. 6825	16. 7075
Overtime			24. 5475	24. 6125	24. 7350	24. 8100	24. 8550	24. 8750	24. 9125	24. 9500	24. 9875	25. 0250	25. 0625
Frozen ProRata			12. 4325	12. 4775	12. 5575	12. 6075	12. 6400	12. 6525	12. 6775	12. 7025	12. 7275	12. 7525	12. 7775

**UTURATESOFPAY**  
**EFFECTIVE July 1, 1997**  
(3.5%inc)

Numberofcarshauledintrain in road movementatanyonetime

3

BRAKEMAN- UTU		61	62	63	64	65	66	67	68	69	70
		1-80	81-105	106-125	126-145	146-165	166-185	186-205	206-225	226-245	246-265

THRU FREIGHT-OVER 130 MILES	<class>	118.66	119.01	119.66	120.06	120.31	120.41	120.61	120.81	121.01	121.21	121.41
Current Pro Rata-	25	14.8325	14.8775	14.9575	15.0075	15.0400	15.0525	15.0775	15.1025	15.1275	15.1525	15.1775
Overtime		22.2500	22.3150	22.4375	22.5125	22.5600	22.5775	22.6150	22.6525	22.6900	22.7275	22.7650
Frozen Pro Rata		11.2500	11.2950	11.3750	11.4250	11.4575	11.4700	11.4950	11.5200	11.5450	11.5700	11.5950
Overmile Rate		0.8925	0.8960	0.9025	0.9065	0.9090	0.9100	0.9120	0.9140	0.9160	0.9180	0.9200
Frozen IDO/M Rate		0.9641	0.9676	0.9741	0.9781	0.9806	0.9816	0.9836	0.9856	0.9876	0.9896	0.9916

THRU FREIGHT-130 MILES OR LESS	30											
BASIC DAY		120.83	121.18	121.83	122.23	122.48	122.58	122.78	122.98	123.18	123.38	123.58
Current Pro Rata		15.1050	15.1475	15.2300	15.2800	15.3100	15.3225	15.3475	15.3725	15.3975	15.4225	15.4475
Overtime		22.6575	22.7225	22.8450	22.9200	22.9650	22.9850	23.0225	23.0600	23.0975	23.1350	23.1725
Frozen Pro Rata		11.4550	11.5000	11.5800	11.6300	11.6625	11.6750	11.7000	11.7250	11.7500	11.7750	11.8000

CONVERTEDLOCAL- 130ORLESS	20											
BASIC DAY		121.26	121.61	122.26	122.66	122.91	123.01	123.21	123.41	123.61	123.81	124.01
Current Pro Rata		15.1575	15.2025	15.2825	15.3325	15.3650	15.3775	15.4025	15.4275	15.4525	15.4775	15.5025
Overtime		22.7375	22.8025	22.9250	23.0000	23.0475	23.0650	23.1025	23.1400	23.1775	23.2150	23.2525
Frozen Pro Rata		11.5100	11.5525	11.6350	11.6850	11.7150	11.7275	11.7525	11.7775	11.8025	11.8275	11.8525

LOCAL & MS-OVER100/130 MILES	15/21	119.09	119.44	120.09	120.49	120.74	120.84	121.04	121.24	121.44	121.64	121.84
Current Pro Rata	19/37	14.8875	14.9300	15.0125	15.0625	15.0925	15.1050	15.1300	15.1550	15.1800	15.2050	15.2300
Overtime		22.3300	22.3950	22.5175	22.5925	22.6400	22.6575	22.6950	22.7325	22.7700	22.8075	22.8450
Frozen Pro Rata		11.3050	11.3475	11.4300	11.4800	11.5100	11.5225	11.5475	11.5725	11.5975	11.6225	11.6475
Overmile Rate		0.8968	0.9003	0.9088	0.9108	0.9133	0.9143	0.9163	0.9183	0.9203	0.9223	0.9243
Frozen IDO/M Rate		0.9684	0.9719	0.9784	0.9824	0.9849	0.9859	0.9879	0.9899	0.9919	0.9939	0.9959

LOCAL&MS	10/18											
100 MILES OR LESS		122.42	122.77	123.42	123.82	124.07	124.17	124.37	124.57	124.77	124.97	125.17
Current Pro Rata		15.3025	15.3475	15.4275	15.4775	15.5100	15.5225	15.5475	15.5725	15.5975	15.8225	15.8475
Overtime		22.9550	23.0200	23.1425	23.2175	23.2650	23.2825	23.3200	23.3575	23.3950	23.4325	23.4700
Frozen Pro Rata		11.6200	11.6850	11.7450	11.7950	11.8275	11.8400	11.8650	11.8900	11.9150	11.9400	11.9650

2-4

ARTICLE 2

# SOUTHERN AND AFFILIATES

EFFECTIVE July 1, 1997  
(3.5 % Inc.)

ROAD TRAINMEN REPRESENTED BY THE UNITED TRANSPORTATION UNION

Number of cars hauled in train in road movement et any one time

CONDUCTORS		76	77	78	79	80	81	82	83	84	85
		1-80	81-105	106-125	126-145	146-165	166-185	186-205	206-225	226-245	246-265
HELPER RATES - 2XX											
Bask Day	130.00	130.20	130.55	130.95	131.20	131.30	131.50	131.70	131.99	132.10	132.30
Current Pro Rata	18.2500	18.2750	18.3200	18.3700	18.4000	18.4125	16.4375	16.4625	16.4875	16.5125	16.5375
Overtime	24.3750	24.4125	24.4800	24.5550	24.6060	24.6200	24.6575	24.6950	24.7325	24.7760	24.8075
Frozen Pro Rata	12.3275	12.3525	12.3975	12.4475	12.4775	12.4900	12.5150	12.5406	12.5656	12.5900	12.8150
Overmile Rate	0.9718	0.9738	0.9771	0.9811	0.9836	0.9846	0.9866	0.9886	0.9906	0.9926	0.9946
BRAKEMEN											
HELPER RATES - 2XX											
Bask Day	120.52	120.87	121.52	121.92	122.17	122.27	122.47	122.67	122.87	123.07	123.27
Current Pro Rata	15.0650	15.1160	15.1900	15.2400	15.2725	15.2850	15.3100	15.3350	15.3600	15.3850	15.4100
Overtime	22.5975	22.6650	22.7850	22.8600	22.9075	22.9275	22.9650	23.0025	23.0400	23.0775	23.1150
Frozen Pro Rata	11.4250	11.4875	11.5560	11.8000	11.6300	11.6425	11.6675	11.6925	11.7175	11.7425	11.7675
Overmile Rate	0.9057	0.9092	0.9157	0.9197	0.9222	0.9232	0.9252	0.9272	0.9292	0.9312	0.9332

**3. Guarantee Rates of Pay**

	<b>SEMI-MONTHLY PAY PERIOD AMOUNT</b>	<b>DAILY AMOUNT</b>	<b>UNAVAILABLE DAY</b>
<b>Conductor's &amp; Trainmen's Extra Board</b>	<b>1,761.71</b>	<b>125.84</b>	<b>125.84</b>
<b>Yardmen's Extra Board</b>	<b>1,442.82</b>	<b>103.06</b>	<b>103.06</b>
<b>Reserve Board</b>	<b>1,292.02</b>	<b>92.29</b>	

**4. Special Allowance Rates - Crew Consist Trainmen/Yardmen  
(Seniority prior to December 6, 1991)**

<b>Conductor/Foreman and Trainman/Switchman</b>	<b>9.36</b>
<b>Conductor and Trainman over 120 cars</b>	<b>13.17</b>
<b>Conductor/Foreman only</b>	<b>15.00</b>

**B. GENERAL, WAGE INCREASES****1. First General Wage Increase**

Effective December 1, 1995, all standard basic daily rates of pay for employees represented by the United Transportation Union in effect on the preceding day shall be increased by three-and-one-half (3%) percent.

**2. Second General Wage Increase**

Effective July 1, 1997, all standard basic daily rates of pay in effect on June 30, 1997 for employees represented by the United Transportation Union shall be increased by three-and-one-half (3%) percent, computed and applied in the same manner prescribed in Paragraph 1. above.

**3. Third General Wage Increase**

Effective July 1, 1999, all standard basic daily rates of pay in effect on June 30, 1999 for employees represented by the United Transportation Union shall be increased by three-and-one-half (3%) percent, computed and applied in the same manner prescribed in Paragraph 1. above.

#### 4. Application of Wage Increases

- a. **The adjustments provided for in this Article will apply to mileage rates of pay for overmiles, and will not apply to duplicate time payments, including arbitraries and special allowances that are expressed in time, miles or tied amounts of money.**
- b. **In train and yard ground service, miscellaneous rates based upon hourly or daily rates of pay, as provided in the schedules or wage agreements, shall be adjusted in the same manner as heretofore increased under previous wage agreements.**
- c. **In determining new hourly rates, fractions of a cent will be disposed of by applying the next higher quarter of a cent.**
- d. **Daily earnings minima shall be changed by the amount of the respective daily adjustments.**
- e. **Existing monthly rates and money monthly guarantees applicable in train service will be changed in the same proportion as the daily rate for the class of service involved is adjusted.**
- f. **Existing money differentials above existing standard daily rates shall be maintained.**
- g. **In local freight service, the same differential in excess of through freight rates shall be maintained.**
- h. **In computing the first increase in rates of pay effective under Paragraph B. 1. for employees employed in local freight service, or on road switchers, roustabout runs, mine runs, or in other miscellaneous service, on runs of miles equal to or less than the number comprising a basic day, which are therefore paid on a daily basis without a mileage component, whose rates had been increased by "an additional \$.40" effective July 1, 1968, the three-and-one-half (3%) percent increase shall be applied to daily rates in effect on the day preceding the effective date of the general wage increase provided for in Paragraph B.1., exclusive of car scale additives, local freight differentials, and any other money differential above existing standard daily rates. The same procedure shall be followed in computing the increases effective July 1, 1997 and July 1, 1999. The rates produced by application of the standard local freight differentials and the above-referred-to special increase of "an additional \$.40" to standard basic through freight rates of pay are set forth in Paragraph A.**
- i. **Other than standard rates:**
  - (1) **Existing basic daily rates of pay other than standard shall be changed, effective as of the dates specified in Paragraphs B.1., B.2. and B.3. hereof, by the same respective percentages as set**

forth therein, computed and applied in the same manner as the standard rates were determined.

- (2) **Daily rates of pay, other than standard, of employees employed in local freight service, or on road switchers, roustabout runs, mine runs, or in other miscellaneous service, on runs of miles equal to or less than the number encompassed in the basic day, which are therefore paid on a daily basis without a mileage component, shall be increased as of the effective dates specified in Paragraphs B.1., B.2. and B.3. hereof, by the same respective percentages as set forth therein, computed and applied in the same manner as provided in Paragraph i.( 1) above.**

## **C. LUMP SUM PAYMENTS**

### **1. First Lump Sum Payment**

On July 1, 1996, each employee will be paid a lump sum equal to the excess of (i) three (3) percent of the employee's compensation for 1995, including pay for over-miles but excluding pay elements not subject to general wage increases under Paragraph B.4. of this Article and lump sums, over (ii) the lesser of (x) one-half of the amount described in clause (i) above and (y) two times one-quarter of the amount if any, by which the Carriers' payment rate for 1996 for foreign-to-occupation health benefits under the Railroad Employees National Health and Welfare Plan (Plan) exceeds such payment rate for 1995.

### **2. Second Lump Sum Payment**

On July 1, 1998, each employee will be paid a lump sum equal to the excess of (i) three-and-one-half (3%) percent of the employee's compensation for 1997, including pay for overmiles but excluding pay elements not subject to general wage increases under Paragraph B.4. of this Article and lump sums, over (ii) the lesser of (x) one-half of the amount described in clause (i) above and (y) one-and-one-half times one-quarter of the amount, if any, by which the Carriers' payment rate for 1998 for foreign-to-occupation health benefits under the Plan exceeds such payment rate for 1995.

### **3. Eligibility for Receipt of Lump Sum Payments**

The lump sum payments provided for in this Article will be paid to each employee subject to this Agreement who has an employment relationship as of the date such payments are payable, or has retired or died subsequent to the beginning of the applicable calendar year used to determine the amount of such payment. There shall be no duplication of the lump sum payments by virtue of employment under another agreement nor will such payments be used to offset, construct or increase guarantees in protective agreements or arrangements.

**NOTE: Calculation of Vacation Pay**

The signing bonus payable on or about July 1, 1996 and lump sum payments provided for in Paragraphs C.1. and C.2. of this Article will be included in the earnings of an employee in the determination of vacation allowances due in the year subsequent to their payment.

**4. DEFINITIONS**

The Carriers' payment rate for any year for foreign-to-occupation health benefits under the Plan shall mean twelve (12) times the payment made by the Carriers to the Plan per month (in such year) per employee who is fully covered for employee health benefits under the Plan. Carrier payments to the Plan for these purposes shall not include the amount per such employee per month (in such year) taken from the Special Account, or from any other special account, fund or trust maintained in connection with the Plan, to pay or provide for current Plan benefits, or any amounts paid by remaining Carriers to make up the unpaid contributions of terminating Carriers pursuant to Article III, Part A Section 1, of the UTU Implementing Document of November 1, 1991, Document A.

**D. RATE PROGRESSION**

**1. New Hires**

In any class of service or job classification, rates of pay, additives, and other applicable elements of compensation for an employee whose seniority in train service is established after October 31, 1985, will be 75% of the rate for present employees and will increase in increments of 5 percentage points for each year of active service until the new employee's rate is equal to that of present employees. A year of active service shall consist of a period of 365 calendar days in which the employee performs a total of 80 or more tours of duty.

**2. Adjustment for Promotion**

- a. An employee who is subject to Article IV, Section 5 of the UTU Implementing Document A of November 1, 1991 (Rate Progression - New Hires) on June 1, 1996 shall have his position on the rate progression scale adjusted to the next higher level upon promotion to conductor/foreman or engineer (on a Carrier party hereto on which the UTU represents engineers). Such an employee who has already been promoted to conductor/foreman or engineer shall have his position on the rate progression scale adjusted to the next higher level on June 1, 1996.
- b. The next adjustment to an employee's position on the rate progression scale after the adjustment specified in Paragraph D.2.a. of this Article shall be made when such employee completes one year of "active service" (as defined by the aforementioned Article IV,



Section 5) measured from the date on which that employee would have attained the position on the rate progression scale provided pursuant to Paragraph D.2.a. of this Article.

3. This Paragraph D. is not intended to restrict any of the existing rights of a Carrier except as specifically provided herein.

## **E. DUPLICATE TIME PAYMENTS**

1. Duplicate time payments, including arbitraries and special allowances that are expressed in time or miles or fixed amounts of money, shall not apply to employees whose seniority in train or engine service is established after October 31,1985
2. Duplicate time payments, including arbitraries and special allowances that are expressed in time or miles or fixed amounts of money, not previously eliminated, shall not be subject to general, cost-of-living or other forms of wage increases.

## **F. COST-OF-LIVING PAYMENTS**

1. Cost-of-Living Payments Under National Implementing Document dated November 7,1991

The nine-cent cost-of-living allowance in effect beginning July 1, 1995 pursuant to Article II, Part B of the UTU Implementing Document of November 1, 1991, Document A, shall be rolled into basic rates of pay on November 30,1995 and such Article II, Part B shall be eliminated at that time. Any amounts paid from January I, 1996 under the aforementioned COLA provision (effective January 1,1996) shall be deducted from amounts payable under Paragraph B. of this Article.

2. Cost-of-Living Allowance through January 1, 2000 and Effective Date of Adjustment
  - a. A cost-of-living allowance, calculated and applied in accordance with the provisions of Part 3. of this Paragraph F., except as otherwise provided in this Part, shall be payable and rolled into basic rates of pay on December 31,1999.
  - b. The measurement periods shall be as follows:

MEASUREMENTS PERIODS		
<u>Base Month</u>	<u>Measurement Month</u>	<u>Effective Date of Adjustment</u>
March 1995	March 1996	
	plus	

The number of points change in the CPI during each of these measurement periods shall be added together before making the calculation described in Paragraph 3.a.(5) of this Paragraph F.

- c. (1) Floor. The minimum increase in the CPI that shall be taken into account shall be as follows:

<u>Effective Date of Adjustment</u>	<u>Minimum CPI Increase That Shall be Taken Into Account</u>
December 31,1999	4% of March 1995 CPI plus 4% of March 1997 CPI

- (2) Cap. The maximum increase in the CPI that shall be taken into account shall be as follows:

<u>Effective Date of Adjustment</u>	<u>Maximum CPI Increase That Shall be Taken Into Account</u>
December 31,1999	6% of March 1995 CPI plus 6% of March 1997 CPI

- d. The cost-of-living allowance payable to each employee and rolled into basic rates of pay on December 31, 1999 shall be equal to the difference between (i) the cost-of-living allowance effective on that date pursuant to this Part, and (ii) the lesser of (x) the cents per hour produced by dividing one-quarter of the increase, if any, in the Carriers' 1998 payment rate for foreign-to-occupation health benefits under the Plan over such payment rate for 1995, by the average composite straight-time equivalent hours that are subject to wage increases for the latest year for which statistics are available, and (y) one half of the cost-of-living allowance effective on December 31, 1999 pursuant to this Paragraph.

### 3. Cost-of-Living Allowances and Adjustments Thereto After January 1,2000

#### a. Cost-of-Living Allowance and Effective Dates of Adjustments

- (1) A cost of living allowance will be payable in the manner set forth in and subject to the provisions of this Part, on the basis of the "Consumer Price Index for Urban Wage Earners and Clerical Workers Revised Series) (CPI-W)" (1967=100), U.S. Index, all items - unadjusted, as published by the Bureau of Labor Statistics, U.S. Department of Labor, and hereinafter referred to as the CPI. The first such cost-of-living allowance

shall be payable effective July 1, 2000 based, subject to Paragraph (d), on the CPI for March 2000 as compared with the CPI for September 1999. Such allowance, and further cost-of-living adjustments thereto which will become effective as described below, shall be based on the change in the CPI during the respective measurement periods shown in the following table, subject to the exception provided in Paragraph 3.a.(4)(c), according to the formula set forth in Paragraph 3.a.(5)

#### MEASUREMENTS PERIODS

<u>Base Month</u>	<u>Measurement Month</u>	<u>Effective Date of Adjustment</u>
September, 1999	March 2000	July 1,2000
March 2000	September 2000	January 1,2001

Measurement Periods and Effective Dates conforming to the above schedule shall be applicable to periods subsequent to those specified above during which this Article is in effect.

- (2) While a cost-of-living allowance is in effect, such cost-of-living allowance shall apply to straight time, overtime, vacations, holidays and to special allowances in the same manner as basic wage adjustments have been applied in the past, except that such allowance shall not apply to duplicate time payments, including arbitraries and special allowances that are expressed in time, miles or fixed amounts of money.
- (3) The amount of the cost-of-living allowance, if any, that shall be effective from one adjustment date to the next may be equal to, or greater or less than, the cost-of-living allowance in effect in the preceding adjustment period.
- (4). (a) Cap - In calculations under Paragraph 3.a.(5), the maximum increase in the CPI that shall be taken into account will be as follows:

<u>Effective Date of Adjustment</u>	<u>Maximum CPI Increase that may be taken into account</u>
July 1,2000	3% of September 1999 CPI
January 1,2001	6% of September 1999 CPI, less the increase from September 1999 to March 2000

**Effective Dates of Adjustment and Maximum CPI Increases** conforming to the above schedule shall be applicable to periods subsequent to those specified above during which this Article is in effect.

(b) **Limitation.** In calculations under Paragraph 3.a.(5), only fifty (50) percent of the increase in the CPI in any measurement period shall be considered.

(w) If the increase in the CPI from the base month of September 1999 to the measurement month of March 2000 exceeds 3% of the September 1999 base index, the measurement period that shall be used for determining the cost-of-living adjustment to be effective the following January shall be the 12-month period from such base month of September; the increase in the index that shall be taken into account shall be limited to that portion of the increase that is in excess of 3% of such September base index; and the maximum increase in that portion of the index that may be taken into account shall be 6% of such September base index less the 3% mentioned in the preceding clause, to which shall be added any residual tenths of points which had been dropped under Paragraph 3.a.(5) below in calculation of the cost-of-living adjustment which shall have become effective July 1, 2000 during such measurement period.

(d) Any increase in the CPI from the base month of September 1999 to the measurement month of September 2000 in excess of 6% of the September 1999 base index shall not be taken into account in the determination of subsequent cost-of-living adjustments.

(e) The procedure specified in subparagraphs (c) and (d) above shall be applicable to all subsequent periods during which this Article is in effect.

(5) **Formula.** The number of points change in the CPI during a measurement period, as limited by Paragraph 3.a.(4), will be converted into cents on the basis of one cent equals 0.3 full points. (By "0.3 full points" it is intended that any remainder of 0.1 point or 0.2 points of change after the conversion will not be counted.)

The cost-of-living allowance in effect on December 31, 2000 shall be adjusted (increased or decreased) effective January 1, 2001 by the whole number of cents produced by dividing by 0.3 the number of points (including tenths of points) change,

as limited by Paragraph 3.a.(4), in the CPI during the applicable measurement period. Any residual tenths of a point resulting from such division shall be dropped. The result of such division shall be added to the amount of the cost-of-living allowance in effect on December 31, 2000 if the CPI shall have been higher at the end than at the beginning of the measurement period, and subtracted therefrom only if the index shall have been lower at the end than at the beginning of the measurement period and then, only, to the extent that the allowance remains at zero or above. The same procedure shall be followed in applying subsequent adjustments.

- (6) Continuanace of the cost-of-living allowance and the adjustments thereto provided herein is dependent upon the availability of the official monthly BLS Consumer Price Index (CPI-W) calculated on the same basis as such Index, except that, if the Bureau of Labor Statistics, U.S. Department of Labor should, during the effective period of this Article, revise or change the methods or basic data used in calculating such Index in such a way as to affect the direct comparability of such revised or changed index with the CPI-W during a measurement period, then that Bureau shall be requested to furnish a conversion factor designed to adjust the newly revised index to the basis of the CPI-W during such measurement period.

**b. Payment of Cost-Of-Living Allowances**

- (1) The cost-of-living allowance payable to each employee effective July 1, 2000 shall be equal to the difference between (i) the cost-of-living allowance effective on that date pursuant to Paragraph 3.a. of this Paragraph F., and (ii) the lesser of (x) the cents per hour produced by dividing one-quarter of the increase, if any, in the Carriers' 1999 payment rate for foreign-to-occupation health benefits under the Plan over such payment rate for 1998, by the average composite straight-time equivalent hours that are subject to wage increases for the latest year for which statistics are available and (y) one-half of the cost of living allowance effective July 1, 2000
- (2) The increase in the cost-of-living allowance effective January 1, 2001 pursuant to Paragraph 3.a. of this Paragraph F. shall be payable to each employee commencing on that date.
- (3) The increase in the cost-of-living allowance effective July 1, 2001 pursuant to Paragraph 3.a. of this Paragraph F. shall be payable to each employee commencing on that date.
- (4) The procedure specified in Paragraphs (2) and (3) above shall be followed with respect to computation of the cost-of-living

**allowances payable in subsequent years during which this Article is in effect.**

- (5) The definition of the Carrier's payment rate for foreign-to-occupation health benefits under the Plan set forth in Paragraph C.4. of this Article shall apply with respect to any year covered by this Paragraph b.**
- (6) In making calculations under this Paragraph b., fractions of a cent shall be rounded to the nearest whole cent; fractions less than one-half cent shall be dropped and fractions of one-half cent or more shall be increased to the nearest full cent.**

**c. Application of Cost-Of-Living Allowances**

**The cost-of-living allowance provided for by Paragraph 3.a. of this - Paragraph F. will not become part of basic rates of pay. Such allowance will be applied as follows:**

**Each one cent per hour of cost-of-living allowance will be treated as an increase of 8 cents in the basic daily rates of pay produced by application of Article 2 of this Agreement. The cost-of-living allowance will otherwise be applied in keeping with the provisions of Section B.4. of Article 2.**

**d. Continuation of provisions of Paragraph F.3.**

**The arrangements set forth in Paragraph F.3. of this Article shall remain in effect according to the terms thereof until revised by the parties pursuant to the Railway Labor Act.**

## **QUESTIONS AND ANSWERS**

**Question #1 :**

**Are payments received by employees as a result of Productivity Fund buyouts to be included as compensation for the purpose of calculating the lump sum payment provided for in this Article?**

**Answer:**

**No. Such payments are not to be considered as part of the compensation for this purpose.**

**Question #2:**

**How will an employee be able to verify that he/she has received the full lump sum to which they are entitled pursuant to Paragraphs c.1. and C.2.?**

**Answer:**

**The Carrier will provide the General Chairperson with a detailed explanation of the manner in which the lump sums have been calculated. Any employee who believes that his payment is incorrect will, upon request to the Carrier, receive an explanation of how such payment was calculated.**

**Question #3:**

**Do the General Wage Increases provided for in Article 2.B. apply to guaranteed Extra Boards and other reserve board payments which are contained in crew consist agreements?**

**Answer:**

**Yes, except where the applicable crew consist agreement provides that general wage increases will not apply to such payments.**

**Question #4:**

**In calculating an employee's compensation for lump sum payments provided for in this Article, what is the basis upon which the percentage is determined?**

**Answer:**

**The employee's "compensation" as used on such employee's Carrier to determine vacation pay entitlement in the calendar year so stated beginning January 1 and extending through December 31.**

**Question #5 :**

**Are the lump sum payments applicable to employees who are suspended, as well as employees who are reinstated with rights unimpaired?**

**Answer:**

**Yes, because in both cases the employment relationship is maintained.**

## **QUESTIONS AND ANSWERS (cont'd)**

**Question #6:**

Does the December 31, 1999, 4%/6% COLA apply to overmiles?

**Answer:**

Yes.

**Question #7:**

Will payments received by employees who are available on guaranteed extra lists and/or reserve pools, but not used, be considered when calculating the lump sum payments?

**Answer:**

Yes, so long as such payments are subject to general wage increases. This Article does not affect lump sum eligibility provisions in a crew consist agreement.

**Question #8:**

An employee had earnings in 1994 and 1995, however, the employee is not currently active due to disability. Is this employee eligible for the 1996 lump sum payment?

**Answer:**

Yes, so long as the employee maintains his/her employment relationship with the Carrier, or subsequently retires or dies.

**Question #9:**

Is it a correct understanding that those pay elements which were frozen by the provisions of Article IV, Section 5 of the 1985 UTU National Agreement will not be included in determining an employee's base year compensation?

**Answer:**

The employee's "compensation" to determine vacation pay entitlement in the calendar year so stated beginning January 1 and extending through December 31 will be used in determining an employee's base year compensation.

**Question #10**

Does an employee's base year compensation include reduced crew allowances and/or Conductor Only payments:

**Answer:**

The employee's "compensation" to determine vacation pay entitlement in the calendar year so stated beginning January 1 and extending through December 31 will be used in determining an employee's base year compensation.



## **QUESTIONS AND ANSWERS (cont'd)**

### **Question #11:**

If an employee received a bonus payment from the Carrier when "borrowing out" on other seniority districts, will such payment be included when calculating the lump sum payments provided for in this Article?

### **Answer:**

The employee's "compensation" to determine vacation pay entitlement in the calendar year so stated beginning January 1 and extending through December 31 will be used in determining an employee's base year compensation.

### **Question #12:**

How will the lump sums be calculated for an employee who performed service for a Carrier not party to this contract during the years of 1994 and 1995, but currently employed by a Carrier party hereto?

### **Answer:**

Only compensation earned on the Carrier party to this agreement at which employed on the date payment is due will be credited.

### **Question #13:**

What is the definition of "foreign-to-occupation" as used Paragraph C.4.?

### **Answer:**

"Foreign-to-occupation" is defined in Article 2, Paragraph C.4. to mean "other than on duty".

## **QUESTIONS AND ANSWERS (Applicable to Paragraph D. - Rate Progression)**

**Question #1 :**

**What rate of pay is applicable to employees who are promoted to conductor (foreman) and/or engineer but are working as brakemen (helpers) and/or hostler?**

**Answer:**

**Once an individual is promoted to conductor (foreman) and/or engineer, that employee receives the applicable rate percentage, regardless of the craft in which they 'are working, until such time as they reach the next rate step in accordance with Article IV, Section 5 of the 1991 Implementing Document.**

**Question #2:**

**An 80% entry rate employee promoting to Conductor March 1,1996, immediately elevates to the 85% entry rate. On his/her July 1,1996 hiring anniversary date does the entry rate of that employee increase to 90%?**

**Answer:**

**No. The employee goes to 90% on July 1,1997.**

**Question #3:**

**What constitutes "promotion to yardmaster" as contained in Article VT - Rate Progression - Section 1 of the Yardmasters' Agreement dated May 8, 1996?**

**Answer:**

**For application of this rule, when an employee has been qualified to work a yardmaster position.**

**Question #4:**

**An employee is elevated to the next step in the rate progression upon promotion from brakeman to conductor. Does that employee elevate to the next step upon subsequent promotion to engineer?**

**Answer:**

**Yes, where UTU is the certified representative for the craft of locomotive engineer.**

**Question #5:**

**If an individual is promoted to conductor and thereby advanced to the next higher wage step, will the wage step be advanced again if later promoted to foreman?**

**Answer:**

**No.**

**QUESTIONS AND ANSWERS**  
**(Applicable to Paragraph D. - Rate Progression)**  
**(cont'd)**

**Question #6:**

**Where existing promotion rules or practices provide for the automatic promotion to conductor and engineer upon promotion to either conductor or engineer, will an employee be elevated two (2) steps on the wage scale?**

**Answer:**

**Yes.**

# **ARTICLE 3**

## **ROAD FREIGHT RATES OF PAY**

### **A. BASIC DAY**

1. In all classes of road freight service, except through freight, 100 miles or less, eight hours or less (straightaway or turnaround), shall constitute a days work, miles in excess of 100 miles will be paid for at the mileage rates provided, except as provided for in Article 14.
2. In through freight service, a straightaway run is a run from one terminal to another terminal; and not less than a basic day will be allowed for each such run, except as provided for in Article 14.
3. Miles in Basic Day and Overtime Divisor
  - a. The miles encompassed in the basic day in through freight service and the divisor used to determine when overtime begins in through freight service is as provided below:

#### **Through Freight Service**

<u>Effective Date of Change</u>	<u>Miles in Basic Day</u>	<u>Overtime Divisor</u>
January 1,1995	130	16.25

- b. Mileage rates will be paid only for miles run in excess of the minimum number specified in (1) above.
- c. The number of hours that must lapse before overtime begins on a trip in through freight service is calculated by dividing the miles of the trip or the number of miles encompassed in a basic day in that class of service, whichever is greater, by the appropriate overtime divisor. For example, effective January 1,1995 overtime on a trip in through freight service of 150 miles will begin after 9 hours and 14 minutes ( $150/16.25 = 9.23$  hours). In through freight service overtime will not be paid prior to the completion of 8 hours of service.

### **B. CONVERSION TO LOCAL RATE**

1. When employees in through freight service become entitled to the local freight rate of pay under applicable conversion rules, the daily local freight differential (\$56 for conductors and \$.43 for brakemen under national agreements) will be added to their basic daily rates and the combined rate will be used as the basis for calculating hourly rates, including overtime. The local freight mileage differential (\$.0056/mile for conductors and \$.0043/mile for brakemen under national agreements) will be added to the

through freight mileage rates, and miles in excess of the number encompassed in the basic day in through freight service will be paid at the combined rate.

C. OVERTIME

- 1. Overtime will begin at the expiration of eight hours in all classes of road freight service of 100 miles or less, except through freight service. On runs of over 100 miles in all classes of road freight service, except through freight, overtime will begin when the time on duty exceeds the miles run divided by 12 1/2 Overtime shall be paid on the minute basis, at a rate per hour of three sixteenths (3/16) of the daily rate, as shown in Article 2, Paragraph A.
- 2. Overtime in through freight service shall be calculated as provided in Paragraph A3.c. of this Article.

D. CAR SCALE BASES OF PAY

- 1. Except for Road Switchers, the basic daily rates of pay for conductors and trainmen in road freight service receiving road rates of pay shall be increased as follows:

Maximum number of cars (including caboose) hauled in train in road movement at any one time on road trip anywhere between initial starting point and point of the final release	Amount to be added to the Basic Daily Road Freight Rates
Less than 81 cars	\$ .35
81 to 105 cars	1.00
106 to 125 cars	1.40
126 to 145 cars	1.65
146 to 165 cars	1.75
Add \$.20 for each additional block of 20 cars or portion thereof.	

NOTE:  
Where arbitraries or special allowances are made by reason of the tonnage or the number of cars. handled in a train, such arbitraries or special allowance, or the amount produced by the above table, whichever is the greater, shall apply, but not both.

## **E. GUARANTEES**

1. **Local Freight Service -- Regularly assigned local crews working less than the calendar working days of the month will be guaranteed not less than 100 miles per day for each calendar working day -- excepting for days where the line is broken through the Act of Providence. Calendar working days shall be construed to include Legal Holidays.**
2. **Work Train Service -- Work train crews will be guaranteed not less than 100 miles or eight (8) hours for each calendar working day held for such service.**
3. **Helper Service -- Conductors and trainmen regularly assigned to helper service will be guaranteed a days pay for each calendar working day. (Applicable to Southern-CNO&TP)**
4. **Road Switchers -- A regularly assigned road switcher crew working less than the respective five or six days per week will be guaranteed 100 miles per day for each of the respective five or six days of its assignment, except for day or days where the Line is broken through the Act of Providence or as provided in Article 10, Paragraph H. (5 day guarantee for 5 day Road Switcher assignments).**
5. **Mine Runs -- The minimum daily earnings from all sources for each day to which service payments are credited shall be as provided in Article 2, Paragraph A. (Applicable to Southern)**
6. **Switch Locals - Crews on switch locals will receive pay at local freight rate. (Applicable to the CNO&TP, AGS and NO&NE)**

## **F. TWO OR MORE CLASSES OF ROAD SERVICE**

1. **Road conductors employed in any class of road service may be required to perform two or more classes of road service in a day or trip subject to the following terms and conditions:**
  - a. **Payment**
    - (1) **Except as qualified by a.(2) below, payment for the entire service shall be made at the highest rate applicable to any class of service performed, the overtime basis for the rate paid to apply for the entire trip. Not less than a minimum day will be paid for the combined service.**
    - (2) **Road conductors in through freight service shall receive full payment for the regular day or trip based on miles or hours applicable to the regular day or trip plus extra compensation on a minute basis for all additional time required in the other class of road service.**

The rate paid both for the regular trip and for the additional time shall be the highest rate applicable to any class of service performed during the entire day or trip.

Overtime rate shall apply to the extra compensation only to the extent that the additional service results in overtime for the entire day or trip or adds to overtime otherwise payable for hours required for the regular trip.

Examples for the application of the Paragraph a.(2) are:

- (a) A conductor in through freight service on a run of a basic day or less is on duty a spread of 8 hours, including 2 hours of another class of road service -- The conductor will be paid a basic-day or 8 hours at pro rata rate for the trip plus 2 hours at pro rata rate for the other class of road service, both payments to be at the highest rate applicable to the class of service performed.
  
- (b) A conductor in through freight service on a run of a basic day or less is on duty a spread of 9 hours, including 2 hours of another class of road service -- The conductor will be paid a basic day or 8 hours at pro rata rate for the trip plus 1 hour at the pro rata rate and one hour at time and one-half for the other class of road service, both payments to be at the highest rate applicable to the class of service performed.
  
- (c) A conductor in through freight service on a run of a basic day or less is on duty a spread of 10 hours, including 2 hours of another class of road service -- The conductor will be paid a basic day or 8 hours at pro rata rate for the trip plus 2 hours at time and one-half for the other class of road service, both payments to be at the highest rate applicable to the class of service performed.
  
- (d) A conductor in through freight service on a run of a basic day or less is on duty a spread of 12 hours, including 2 hours of another class of road service -- The conductor will be paid a basic day or 8 hours at pro rata rate plus 2 hours at time and one-half for the trip plus 2 hours at time and one-half for the other class of road service, both payments to be at the highest rate applicable to the class of service performed.

- (e) **A conductor in through freight service on a run of 195 miles (assuming a basic day is equivalent to 130 miles) is on duty a spread of 10 hours, including 2 hours of another class of road service -- The conductor will be paid 19.5 miles or 12 hours at pro rata rate for the trip plus 2 hours at pro rata for the other class of road service, both payments to be at the highest rate applicable to the class of service performed.**

**b. This rule applies to conductors in:**

- (1) **Unassigned and/or assigned road service.**
- (2) **Another class of road service regardless of when notified, whether at time called, at the outset of, or during the tour of duty.**

**c. This rule does not involve the combining of road with yard service nor modify or set aside:**

- (1) **Lapback or side trip rules except when a combination of service includes work, wreck, helper or pusher service and such movements are made in the performance of work, wreck, helper or pusher service.**
- (2) **Conversion rules.**
- (3) **Terminal switching and/or special terminal allowance rules.**

**2. Road trainmen performing more than one class of road service in a day or trip will be paid for the entire service at the highest rate applicable to any class of service performed. The overtime basis for the rate paid will apply for the entire trip.**

**NOTE: (Applicable to 1. and 2. above) When working in emergency on two positions, such as trainman and conductor: if a road trainman on a trip is also used as a conductor for a portion of that trip on the same train, he will be paid under the principle of this rule.**

**If a road trainman is also used as a conductor on a train other than his own, he will be paid not less than a minimum day for each position in which service is performed.**

**This shall not apply to conductors or trainmen acting as engineers, or vice versa.**



## **G. DETOURING**

**When trains are detoured the employees will be paid for additional mileage, on basis of the rate of the service they are in, with overtime as per the general rule. (It is understood that the class of train, and not running orders or rights, shall determine the rate.)**

## **H. LIGHT ENGINES**

### **1. Applicable to Southern**

- a. When engines are run light, with or without cabooses, over any portion of the road, a conductor will be furnished when available. This line of service when practical, may be given to extra conductors. Should conductors not be available and trainmen are used on light engines they will be paid conductor's rate.**
- b. When "run light", conductors or trainmen will be paid at the rate specified for the service for which the trip is made, regardless of how operated.**

### **2. Applicable to CNO&TP and AGS**

- a. When conductors are required to run over any portion of the road with which they are unacquainted, a conductor or engineer who is familiar with the line will be furnished as a pilot.**

**Conductors serving as pilots will be paid at the regular rate of the trip.**

- b. When engines are run light, with or without cabooses, over any portion of the road, a conductor will be furnished when available. This line of service, when practical, may be given to extra conductors. Should conductors not be available and trainmen are used on light engines, they will be paid conductor's rate.**
- c. Piloting of light engines out of the away-from-home terminal points should be filled from the conductors' Extra Board if an Extra Board conductor is available at the home terminal and can be deadheaded to the point where pilot service exists, but if an Extra Board conductor cannot be deadheaded account of the time element and if the Extra Board is exhausted, local practices will apply.**
- d. When run light, conductors or trainmen will be paid at the rate specified for the service for which the trip is made, regardless of how operated.**
- e. Pilot service may be performed and paid for on a continuous time and mileage basis if the conductor is informed at the time he is called that he will be in turnaround pilot service between the points of the**

intended service, otherwise such service will be paid for on a straightaway basis.

## **I . RELEASE BETWEEN TERMINALS**

Employees in freight service cannot be released at intermediate points between terminals, and the time so released be deducted, except as specified herein.

## **J DOUBLING HILLS AND RUNNING FOR WATER AND FUEL**

Employees in through freight and local freight service compelled to run for water, fuel or double hills, will be allowed actual mileage run, provided the total mileage of the trip, including the additional miles, exceeds a basic day in the class of service.

Overtime will be computed on miles paid for.

Exception:

An allowance of two hours arbitrary at pro rata in lieu of actual miles when a crew is required to double their train from Melrose to Saluda account of having tonnage in excess of the rating of the engines, however, in the event of engine failure, sand failure or other reason a crew is required to double a portion of the mountain with either cut of their train, actual miles will be allowed for such double in accordance with the provisions of this Article 3. J., in addition to the arbitrary above referred to.

## **K. LEARNING THE ROAD**

Employees required to learn the road on a division or seniority district other than their home division or seniority district, or except when qualifying for interdivisional runs, will be paid for the time consumed in doing this at the rate allowed for the service they are to perform.

For entry rates of pay see Article 2..

## **QUESTIONS AND ANSWERS**

### **(Applicable to Paragraph F.2. - Two or More Classes of Road Service)**

**Question #1 :**

**Does the rule apply to trainmen in unassigned and/or assigned road service?**

**Answer:**

**Yes, except where existing rules adopted prior to August 1, 1939, specifically provide that trainmen will not be required to perform work other than that to which regularly assigned.**

**Question #2:**

**Does the rule apply to trainmen at an intermediate point or between two intermediate points where trainmen are required to perform road service not incident to the normal trip?**

**Answer:**

**Yes, except where existing rules adopted prior to August 1, 1939, specifically provide separate compensation for such work.**

**Question #3:**

**Does the rule set aside lapback or side trip rules?**

**Answer:**

**No, except that when a combination of service includes work, wreck, helper or pusher service, such rules will not be applicable to any movements made in the performance of such service.**

**Question #4:**

**Does the rule set aside existing conversion rules?**

**Answer:**

**No.**

**Question #5 :**

**Does the rule set aside existing terminal switching rules?**

**Answer:**

**No.**

**Question #6:**

**Does the rule apply to trainmen who are required at an intermediate point or points to perform work train service?**

**QUESTIONS AND ANSWERS**  
**(Applicable to Paragraph F.2. - Two or More Classes of Road Service)**  
**(cont'd)**

**Answer:**

**Yes, except where existing rules adopted prior to August 1, 1939, specifically provide for separate compensation for trainmen performing work train service.**

**Question #7:**

**Does the rule apply where road trainmen are instructed at the outset of a trip before leaving the initial terminal to perform another class of road service outside of the terminal?**

**Answer:**

**Yes, except where existing rules adopted prior to August 1, 1939, specifically provide otherwise.**

# **ARTICLE 4**

## **ROAD ASSIGNMENTS**

### **A. BEGINNING AND ENDING OF DAY**

In all classes of freight service employees' time will commence at the time they are required to report for duty and shall continue until the time they are relieved from duty at the end of the run.

### **B. ASSIGNMENTS AND POOL SERVICE**

#### **1. Work Trains**

- a. Unassigned work train service will be filled from the Extra Board. If the Extra Board is exhausted, the junior regular assigned employee will be called.

#### **NOTE:**

This does not debar a regular assigned employee from claiming work train service when he desires it. However, if at calling time the employee standing first out on the Extra Board is senior to the regular assigned employee who claimed the work train service, the senior Extra Board employee will be called and the regular assigned employee will have no claim to the work or for any time which he may have lost because of his bidding for the extra work train service.

- b. Work trains operating exclusively within switching limits shall be manned by yard crews; yard rates to apply.
- c. Work trains operated partly in switching limits and partly on line of road (line of road being outside of switching limits) shall be manned by road crews; work train rates to apply.

#### **NOTE:**

Applicable to yardmen at Chattanooga, Tennessee who may work in work train service on the AGS.

At Chattanooga, Tennessee, if no road crew is available at Chattanooga, yard crews may be used for work train service partly outside of Chattanooga yard limits, provided they do not perform more than two (2) days' continuous service and do not work south of Wauhatchie. Pool freight crews at Chattanooga shall not be deemed to be available under this rule. Pool crews, or regular road crews may claim this service. Yard crews performing this service shall be paid yard rates.

- d. Work trains operated on line of road shall be manned by road crews; work train rates to apply.

- e. Trainmen engaged in work train service will not be required to handle revenue cars from terminal to terminal or from one station to another on line of road.
- f.
  - (1) A conductor will not be required on Sperry cars or other rail testing machines when operated without train orders.
  - (2) A trainman will not be required on Sperry cars or other rail testing machines.

**2. First-In First-Out**

It is the intention to run crews not assigned to regular runs, first-in first-out, but the right is reserved to depart from this rule when the interest of the Company requires it.

**3. Reduction of Crews**

- a. No more employees will be retained than may be necessary to move freight promptly.
- b. When trains are cut off, except as provided in the next paragraph, employees affected will be permitted to exercise their seniority.

When necessary to reduce pools or assignments, the junior conductor and his crew will be cut off; employees affected will be permitted to exercise their seniority as herein provided for.

**4. Splitting Crews**

In the event that conductors are off for any cause, their crews. will be furnished with another conductor, and the crew will continue in the service, and will not be held off to await the return of the regular assigned conductor.

**5. Tied up Between Terminals**

Trainmen in any class of service will not be tied up between their terminals except at points where food and lodging can be procured.

**C. REPORTING FOR RUNS**

- 1. When conductors and regularly assigned trainmen lay off of their own accord they must report for duty at least six (6) hours before the scheduled leaving time of their runs. This will not prevent in an emergency calling employees who have not reported.

**NOTE 1:**

The word "scheduled" means the leaving time of the train as provided for in the time table or, if not a carded train, the time the

train is called to leave. The words "their runs" mean their own assignment or any other run, the intention being that, except in emergency as herein provided, employees cannot take any run which does not leave more than six (6) hours after the time the employee reports.

**NOTE 2 (Applicable to conductors):**

This applies in all cases where employees are called for service as conductor, either for regular assignments or for extra service, or conductors who report for duty after having been off on vacation.

2. a. **Applicable to Southern:** A trainman reporting (marking up) for service on an outlying assignment must report (mark up) not later than thirty (30) minutes prior to the bulletined off duty time of the last preceding tour of duty prior to the day such trainman expects to protect the assignment.

**Example:**

An outlying job works 7:00 am to 3:00 pm (the regularly assigned hours). If the trainman desires to report and work this job on Monday after having been off, and Sunday being the off day, he must report no later than 2:30 pm Saturday in order to work this job Monday.

- b. **Applicable to trainmen on CNO&TP, AGS and NO&NE:** When a trainman working at an outlying point lays off for any cause and desires to report for duty, he must report not later than three (3) hours after the schedule or assigned on-duty time of the assignment on the work day before he expects to protect the assignment. (Not applicable to trainman reporting for duty at expiration of their vacation).

**NOTE:** An outlying job is defined as a job which does not originate and terminate at the point of supply for crews.

**Example:** An outlying job is assigned to go on duty at 7:00 a.m. If the trainman desires to report and work the outlying point assignment, he must report not later than 10:00 a.m. on the work day prior to the day he expects to protect the assignment. (If an assignment has Sunday as an off day, he must report on Saturday if he expects to work on Monday).

## **D.. EXTRA EMPLOYEES LAYING OFF**

1. **Applicable to Southern - Extra trainmen laying off of their own accord will not be permitted to mark up for service until after the expiration of twelve (12) hours from the time they marked off. This will not prevent calling such employees who have laid off before the expiration of twelve (12) hours in an emergency.**

**Extra employees who have marked off will be placed at the foot of the Extra Board when they report for service.**

2. **Applicable to CNO&.TP AGS and NO&NE Trainmen and NO&NE Conductors**

- a. **Extra employees laying off of their own accord will not be permitted to mark up for service until after the expiration of twelve (12) hours from the time they marked off. This will not prevent calling such employees who have laid off before the expiration of twelve (12) hours in an emergency.**

**Extra employees who have marked off will be placed at the foot of the Extra Board when they report for service.**

- b. **When an extra employee standing first out on the Extra Board marks off for any cause, such employee will be governed by the following:**
  - (1) **He will not be permitted to mark up for service until the extra employee who accepts the next call is again marked up on the Extra Board, or**
  - (2) **If the call referred to in Paragraph D.2.b.(1) above is a call for an outlying vacancy, he shall not be allowed to mark up on the Extra Board until the employee who accepted the call works the outlying vacancy six (6) days; except he may, if he so desires, go to the outlying point and relieve the employee who accepted the call.**
- c. **When an extra employee standing other than first out on the Extra Board marks off for any cause and, as a result thereof, misses a call in turn to an outlying run, such employee will not be permitted to mark up on the Extra Board until the employee who accepted the call to the outlying run returns to the terminal, or until six (6) working days on such vacancy have expired, whichever is the lesser; except he may go to the outlying point at the expiration of twelve (12) hours from the time he marked off and relieve the employee who had accepted the call.**
- d. **The above Paragraphs D.2.a., b., and c. will not apply if the needs of the service require use of employees who are laying off, or who have not been permitted to mark up under Paragraphs D.2.a., b., and c.**



above, but all available extra employees will be used before calling such employees.

- e. Articles governing temporary vacancies shall be considered amended to the extent indicated in Paragraphs D.2.b. and c. above.
- f. Nothing herein shall be construed as changing in any way the payment with respect to deadheading.

## **E. SHORT TRIPS AND TURNAROUNDS**

- 1. In through freight service, a turnaround run is a run from a terminal to an intermediate point and return to the starting terminal, and not less than a basic day will be allowed for each such run, except as provided in Paragraph 2.
- 2. Employees in pool or irregular freight service may be called to make short trips and turnarounds with the understanding that one or more turnaround trips may be started out of the same terminal and paid actual miles, with a minimum of a basic day, provided:
  - a. That the mileage of all the trips does not exceed 100 miles;
  - b. That employees shall not be required to begin work on a succeeding trip out of the initial terminal after having been on duty eight consecutive hours, except as a new day, subject to first-in, first-out rule or practice.

### **NOTE 1:**

In cases where exception a. prevents operating two or more trips out of the initial terminal because the total mileage would exceed 100 miles, each case will be handled fairly on its merits between Management and the Committee, looking to an agreement for a modification of the application of the rule in such case or cases, that relief may be afforded upon the merits.

Paragraph 2. does not apply to crews in helper, mine run, work train and wrecking service.

**NOTE 2:**

In the instance of a crew that departs from their terminal and breaks down, and they return to their terminal for a relief engine with which the trip is completed:

It is agreed that, in such instances, if the distance from terminal to point of breakdown is 25 miles or less, will be paid on continuous time basis, i.e., actual mileage (with a minimum of a basic day mileage in the class of service) and overtime, if any, computed from the time first required to report at the initial terminal until relieved at the final terminal; if the distance is more than 25 miles, will be paid a minimum of a basic day for service from terminal to breakdown point and return and upon leaving the terminal on a second trip a new day or trip will begin. This being an emergency, the crew may be used for the second trip without penalty payment to other employees for being runaround. If any member of the crew remains at the breakdown point instead of accompanying the conductor to the terminal for another engine, such employee will be paid on the same basis as though he had returned to the terminal.

This shall not apply if the breakdown occurs near the final terminal of the trip, making it necessary that a relief engine be secured from the final terminal.

**F. WRECKING SERVICE**

Trainmen called from the Extra Board for wrecking service at outlying points will not be placed in pool freight service at the away-from-home terminal.

Wrecking service performed by a pool freight crew will constitute a "turn" in pool freight service. Pool freight crews are not entitled to difference in earnings when the crew is used in wrecking service.

**G. LAYOVER PERIOD**

Crews on regularly assigned local freight and work trains who lay over at the away-from-home terminal will be permitted to spend the layover period at home, and passes over home line will be furnished on request for that purpose, but no time will be allowed for deadheading. If required for service on layover periods, permission will not be granted.

**H. Conductors will not be required to clean cars.**

# **ARTICLE 5**

## **ROAD SENIORITY RIGHTS**

### **A.. BULLETINING RUNS**

1. Runs made vacant or new runs created will be promptly bulletined within a reasonable period for a period of six days, and no run will be considered filled until it has been bulletined as required in this Article.

Runs bid in will be assigned as promptly as practical after expiration of the bulletin period.

2. Bulletins will be available at all terminals for the assignment of crews and irregular employees.

### **B. PERMANENT VACANCIES - TRAINMEN**

1. When a permanent vacancy occurs or conditions change on existing runs so that such changes or conditions create a preference in runs, the senior employee affected will have the right to fill such vacancy or run. The rights of trainmen so affected shall be determined by Superintendent -- record, qualifications and seniority to govern. Should an employee so affected decline to fill the vacancy created at this time, he does not lose his seniority or rights to the next vacancy.

#### **NOTE 1:**

An extra employee sent to fill an away-from-home terminal permanent vacancy may be displaced prior to the expiration of six days by a senior employee exercising a displacement right.

#### **NOTE 2:**

Where a road trainman's position under bulletin has been claimed as a vacancy, the assignment of the successful bidder to the run will not close the vacancy until he actually performs service on the assignment, and the trainman who claimed the vacancy during the bulletin period may continue to hold it until displaced by the successful bidder or by a senior trainman exercising seniority.

#### **NOTE 3:**

A change of two hours (one hour for Southern trainmen) or more in the scheduled leaving time of a train or if the mileage on such runs is increased or decreased to the extent of 10 miles will constitute a "change in conditions" sufficient to permit the exercise of seniority of employees affected by the change. [A change of less than two hours (one hour for Southern trainmen) will not constitute a "change in conditions".] Senior employees may, within six days, exercise their seniority to or from such runs

**NOTE 4:**

**Where a position of a must fill trainman is bulletined but no bids received, the position will be assigned to the senior furloughed trainman. If there is no furloughed trainman, the position will be assigned to the junior Extra Board trainman.**

2. Trainmen voluntarily vacating a run will not be permitted to bid on the run thus vacated under the bulletin resulting from their leaving the run unless a displacement right accrues before the bulletin period expires.
3. When trainmen are displaced they can displace only the junior trainman in the pool or assignment of service in which they wish to enter. In cases of a diversity of layover in any pool or assignment employees may displace the junior employee on the crew having layover desired. In cases of displacement this rule will apply instead of Paragraph B. 1. of this Article.

**NOTE**

**A trainman on a regular assignment who acquires a displacement right may, provided he has seniority as conductor, displace any junior employee who is regularly assigned as a conductor on an outlying job.**

4. Trainmen off for any reason during the bulletin period, or when there has been a 'change in conditions' on a run during the period while off, will have the right, after marking up for service, to exercise their seniority to such bulletined run, or to or from a run on which the change has occurred, provided they do so before performing any service.
5. Trainmen will not be permitted to bid-in a run in the same pool, group, or set of runs in which they hold a regular assignment if there is no diversity in established layover in such pool, group, or set of runs.

## **C. TEMPORARY VACANCIES - TIWINMEN**

1. When temporary vacancies occur in freight service, same will be filled by extra employees for a period of six days, first-in, first-out. Temporary vacancies after a period of six days will be filled by the senior qualified trainman making application for same, or if on line of road, on his arrival at the home terminal.

**NOTE 1:**

**Trainmen who establish seniority after September 1, 1984 will have the right to claim a temporary vacancy only on a work day of the assignment. When such trainman/yardman is relieved or is displaced from a temporary vacancy, he must within 12 hours claim any other vacancy existing to which his seniority entitles him or, if regularly assigned, return to his regular assignment, or if an Extra Board employee, take his standing on the Extra Board. If an employee who established seniority after September 1, 1984 claims**

a vacancy but is displaced prior to working the vacancy, he must immediately claim another vacancy, return to his regular assignment if regularly assigned, or return to the Extra Board.

**NOTE 2:**

The six days referred to in Paragraph C.1. mean six calendar days. The first day of the temporary vacancy will be the day after the regular employee marks off, except in those cases where the run to which he is assigned is called and the crew goes on duty before midnight of the date the employee marks off, in which event the first day of the vacancy will be the day the regular employee marks off.

**NOTE 3:**

The "work day" for scheduled assignments is defined as twenty-two and one half (22 1/2) hours prior to the bulletined on duty time.

**EXCEPTION:**

When known in advance that such vacancy will be for a period of more than six (6) days, the senior trainman requesting same may take the vacancy on the first day. Known vacancies as used herein consist of vacations, disciplinary suspension, personal injuries, and major illnesses only. Any vacancy created by the exercise of seniority under this rule will be filled as provided in Paragraph C. 1. above.

**2. a. Applicable to Southern Trainmen:**

Trainmen claiming a temporary vacancy under provisions of Paragraph C. 1. above will hold same until relieved by a senior trainman, or the regular trainman reports, or he may claim a subsequent vacancy, except as provided for in Paragraph C.3. below.

**NOTE 1:**

After a regular assigned trainman has been off his regular run for more than six days, and the temporary vacancy created has been claimed under the rule, when the regularly assigned trainman reports for his run, the trainman who claimed and is filling the vacancy may then claim any other vacancy existing to which his seniority entitles him, or may, if an assigned employee, go back on his regular run, or, if an Extra Board employee, may take his standing on the Extra Board.

**NOTE 2:**

If the trainman who created the temporary vacancy again lays off or goes on another run before he actually performs services on his own run, his run constitutes a vacancy and shall be filled by the senior trainman desiring it or reclaimed by the trainman formerly holding it according to seniority; if not claimed by either, shall be filled under schedule rules.

To avoid sharp practice the regular assigned trainman reporting & all take his run unless justifiable circumstances arising subsequent to his reporting make it necessary that he again marks off.

**NOTE 3:**

It is further agreed that the application of this Paragraph C.2.a. in the manner provided above shall occasion no additional payments for deadheading to and/or from temporary vacancies at outlying points over and above the one deadhead trip in each direction provided for in the note under Paragraph C.3. and if filled under provisions of Note 2 shall be considered as one vacancy for applying this Note 3.

**b. Applicable to CNO&TP, AGS Trainmen:**

In all class of service, after the sixth day, temporary vacancies will be filled by the senior qualified trainman having made written request for such vacancy prior to the seventh day. Such employee will retain the vacancy until return of the regular employee, or displaced under seniority rules by an employee having displacement right, except that when the regular employee does not return within thirty (30) days, the run will be bulletined for a period of six (6) days, and the successful applicant will hold the run until return of the regular employee, or until displaced under seniority rules provided that any employee who is away from his home terminal during the entire bulletin period will have the right to exercise his seniority to such run provided he does so before performing any service out of the home terminal.

**NOTE 1:**

After a regularly assigned trainman has been off his regular run for more than six (6) days and a temporary vacancy so created has been claimed under the rule, when the regularly assigned trainman reports okay for his run, the trainman who claimed and is filling the vacancy may then claim any other vacancy existing to which his seniority entitled him, or may, if an assigned trainman, go back on his regular run, or, if an Extra Board trainman, may take his standing on the Extra Board. But, if the regularly assigned trainman returning does not okay for his regular run, and instead takes another existing vacancy, the vacancy on his regular run is not affected thereby in any way.

**NOTE 2:**

A trainman who has claimed a temporary vacancy under the provisions of C.2.b. shall not be prevented from claiming a subsequent temporary vacancy, if he so desires, except that this shall not apply to:

the filling of temporary vacancies at outlying point, as provided for in Paragraph C.3.

b. the filling of temporary vacancies in pool freight service in the same grade of service, in the same pool or group of runs. For example, a trainman holding a temporary vacancy as trainman in pool freight service shall not be permitted to claim a subsequent temporary vacancy in another position of trainman in the same pool or group of runs.

c. A trainman who is forced to leave a temporary vacancy account of return of the regular trainman, or account displaced under seniority rules by a trainman having a displacement right, may then claim any other vacancy existing to which his seniority entitles him, or may, if an assigned trainman go back on his regular run; or, if an Extra Board trainman, may take his standing on the Extra Board.

### **3. TEMPORARY VACANCIES - OUTLYING POINTS**

Extra employees called for away-from-home terminal vacancies will hold same for a period of six days; at the expiration of six days, upon their request, they will be relieved, provided an employee for relief service is available. Senior trainmen making application for such vacancies will be assigned at the expiration of the sixth day.

#### **NOTE 1:**

When an extra employee requests relief after filling a temporary vacancy at an outlying point for a period of six days and another extra employee is sent to fill the vacancy, the second employee may be displaced prior to the expiration of the second six-day period of the vacancy.

An emergency employee filling a temporary vacancy at an outlying point may, at any time when tied up, be displaced by an Extra Board employee; the senior qualified employee making application for a temporary vacancy prior to the seventh day at an outlying point will be assigned at the expiration of the sixth day of the vacancy.

Neither an emergency employee nor an Extra Board employee may request relief under the rule until he has filled the run for a period of six (6) days.

#### **NOTE 2:**

It is understood that under this rule the first employee sent to fill a vacancy at an outlying point will be allowed pay for deadheading to and returnin g from such outlying point, the effect of this being that only one deadhead trip in each direction will be paid regardless of the number of employees used in filling any one vacancy on account of exercise of seniority or relief under the six (6) day provision.

**(Applicable to CNO&TP, AGS trainmen: The last employee returning from the vacancy at an outlying point will be allowed pay for the deadheading.)**

**If the first employee sent does not fill the vacancy six days and a second employee must be sent, the first employee is not entitled to pay for deadheading from the vacancy, but the second employee is.**

### **INTERPRETATION**

**In a case where an Extra Board employee or an emergency employee is used in service (works, not deadheads) out of the home terminal to an outlying point, then requests relief under the six-day provision of this rule, such employee will not be allowed pay for deadheading to his home terminal, but the employee sent to the outlying point to relieve him will be allowed pay for deadheading to the outlying point, and will also be entitled to pay if deadheaded back to his home terminal upon expiration of six days or when the job is abolished. In other words, in such cases, the second employee will be considered as the "first employee sent to fill the vacancy" within the meaning of the rule.**

**In the event an Extra Board or emergency employee is deadheaded to an outlying point to fill a temporary vacancy, and another temporary vacancy occurs at the same outlying point when the one for which the employee was sent to fill ceases to exist, before the employee returns to his home terminal, this employee will be used to fill the second vacancy, provided there is insufficient time in which to send another Extra Board employee to fill the second vacancy, and the employee held for the second vacancy will be paid as though he had deadheaded to fill the second vacancy. In the event of the use of an employee to fill another vacancy at any outlying point, after the vacancy for which he was originally sent to fill ceases to exist, there will be no basis for claim of Extra Board employees.**

## **D. PERMANENT VACANCIES -.CONDUCTORS**

- 1. When new runs are created or permanent vacancies occur, they will be promptly bulletined within a reasonable period. The bulletin period shall be six (6) days. At the end of the bulletin period, the senior qualified applicant will have the right to fill such runs or vacancy. Conductors absent during the bulletin period will be allowed six (6) days after returning to duty to bid thereon.**
- 2. When conditions change on any run to the extent of two (2) hours or more on the scheduled leaving time at home terminal, or such runs are lengthened or shortened to the extent of ten (10) miles, this shall be deemed to create a preference, and senior conductor affected will have the right to fill such vacancy or runs. Conductors shall have six (6) days in which to avail themselves of this privilege. Should a conductor so affected fail to bid on**



or take such vacancy or run at that time, he shall not lose his seniority or rights to the next vacancy or run.

**NOTE:**

It is agreed that the change in classification from local freight to road switcher and vice versa will be considered a change in conditions.

When more than one conductor is to be assigned to the same group of runs when bulletined in accordance with the provisions of Paragraph D. 1. above, the assignment shall be made at 10:00 am on the day following the expiration of the bulletin period at midnight the previous night, and the senior employee in the terminal at the time the assignment is made will be assigned to the first run out, the second senior employee to the next run out, and so on. In the event the employees or any of them are not in the terminal at the time the assignment is made, they will be assigned in the order of their arrival in the terminal subsequent to the time the assignment is made.

Conductors will not be permitted to bid in a run in the same pool, group, or set of runs, in which they hold a regular assignment if there is no diversity in established layover in such pool, group or set of runs. The provisions of this paragraph shall not apply in cases where there is a diversity in established layover.

3. Conductors voluntarily vacating a run will not be permitted to bid on the run thus vacated under the bulletin resulting from their leaving the run.
4. When a conductor is displaced, he can displace only the junior conductor in the pool or assignment of service in which he is entitled to enter. In cases of diversity of layover in any pool or assignment, conductor may displace the junior employee on the crew having the layover desired. In cases of displacement, this rule will apply instead of Paragraphs D. 1. and 2.

### INTERPRETATION

Question having arisen as to when a conductor is displaced within the meaning of that language as used in Paragraph D.4. above, it is understood and agreed that a conductor is displaced when he is notified that the run to which he has heretofore been assigned has been claimed by a senior conductor to whom a displacement right has accrued under schedule rules; it being further understood and agreed that a conductor displaced from a run having initial terminal at an outlying point may continue on such run until relieved by the senior conductor who displaced him or by a senior conductor who has claimed the run as a temporary vacancy.

**NOTE: Applicable to Southern, GS&F**

A trainman who acquires a displacement right may displace any junior conductor who is regularly assigned at an outlying point. .

**E. TEMPORARY VACANCIES - CONDUCTORS**

1. Conductors' Extra Board will be maintained at home terminals where there is sufficient extra work to justify.
2. Conductors assigned to the Extra Boards will be run first in, first out, on all freight vacancies and extra freight runs, except that when any vacancy has existed for six (6) days, after the sixth day the senior conductor having made written request for same prior to the seventh day, unless displaced under seniority rules or by the return of the conductor regularly assigned thereto, will be assigned and will hold same until advertised and assigned as provided for in this Article.

**EXCEPTION:**

When known in advance that such vacancy will be for a period of more than six (6) days, the senior conductor requesting same may take the vacancy on the first day. Such conductor, unless displaced under seniority rules or by the return of the conductor regularly assigned thereto, will be assigned and will hold same until advertised as provided for in this Article.

**NOTE 1:**

The six days referred to in this paragraph mean six calendar days. The first day of the temporary vacancy will be the day after the regular employee marks off, except in those cases where the run to which he is assigned is called and the crew goes on duty before midnight of the day the employee marks off, in which event the first day of the vacancy will be the day the regular employee marks off.

**NOTE 2:**

A demoted conductor may not claim temporary vacancies out of the home terminal.

3. After a vacancy has existed for twenty-three (23) days, it will be bulletined promptly as possible after the twenty-third (23rd) day as a temporary vacancy for a period of six (6) days, and will, at the ~~expiration~~ of the bulletin period, be assigned to the senior qualified conductor bidding on same, who will hold the vacancy until displaced under seniority rules or by the return of the conductor regularly assigned thereto.

## INTERPRETATION

In the event the regular assigned conductor who created the twenty-three (23) day vacancy should later resign and the assignment is bulletined as a permanent vacancy, the conductor who has bid in and been assigned to the twenty-three (23) day vacancy will be permitted to remain on such vacancy during the bulletin period advertising such job as a permanent vacancy and until he is actually displaced by the successful bidder.

**NOTE:**

A conductor absent during the period referred to in paragraphs 2 and 3 above will have the right, after marking up for service, to exercise his seniority to temporary vacancies that have been open under this rule during his absence, provided he does so before performing any service.

4. Conductors -assigned to temporary vacancies either under paragraph 2 or paragraph 3 above shall not be barred from claiming or bidding in any other conductor vacancies which he may prefer, provided, however, that such conductor may not claim or bid in a temporary vacancy in the same pool, group or set of runs in which he holds either a regular assignment or temporary vacancy. Conductors filling temporary vacancies will, when relieved therefrom, return to former assignments in the order in which they were obtained, unless prevented from so doing because of a displacement therefrom during the occupancy of last vacancy held by a senior conductor taking the same under seniority rules.

In the application of the back-up above provided for, conductor so backing up shall advise call office of the order in which he obtained his preference and be responsible for information given; while effort will be made to comply with the requirement that a conductor back up in the order in which he obtained his preference in vacancies, this is not guaranteed, and the company is not to be penalized on account of the application of this requirement.

5. a. Conductors called from the Extra Board for vacancies at outlying points will hold same for a period of six (6) days; at the expiration of six (6) days, upon their request, they will be relieved, provided conductor for relief service is available (qualified emergency conductors shall be considered available for such relief); senior conductor making application for such vacancy will be assigned at the expiration of the sixth day; if Extra Board is exhausted, the local practices apply. The vacancy shall be bulletined in accordance with schedule rules.

An emergency conductor filling a temporary vacancy at an outlying point may, during the first six (6) days of the vacancy, at any time when tied up at the home terminal of the run, be displaced by an Extra Board conductor.

- b. **Any employee failing to protect service as provided above, shall not be permitted to work either as conductor or trainman until the vacancy he should have filled is vacated by the employee taking his place.**
- c. **Nothing in this rule shall interfere with application of discipline in proper cases where employees decline service without good cause.**

**NOTE 1:**

**A conductor assigned to a conductor's position has a right to bid on a trainman's vacancy provided he is not forced to the conductor's position.**

**NOTE 2:**

**In all instances where a conductor fails to protect service on an outlying vacancy account "bona fide sickness," and subsequently recovers from his sickness and marks up for service prior to the time he normally would have been relieved from such outlying vacancy under the rules, then and in that event, such conductors shall be required to go and protect the outlying vacancy until relieved therefrom in accordance with schedule rules.**

**The above interpretation shall not in any way affect the provisions of note appearing under Article 5.E.6 below dealing with deadhead payments to conductors sent to fill outlying vacancies.**

- 6. **Conductors on regular crews may claim unassigned work train service at any time they so desire. In event at calling time the conductor standing first out on the Extra Board is senior to the regular conductor who claimed the work train service, the senior Extra Board conductor will be called and the regular conductor will have no claim to the work or for any time which he may have lost because of his bidding for the extra work train service.**

**Neither an emergency conductor nor an Extra Board conductor may request relief under the rule until he has filled the run for the period of six (6) days.**

**NOTE:**

**It is understood that under this rule the first conductor sent to fill a vacancy at an outlying point will be allowed pay for deadheading to and returning from such outlying point; the effect of this being that only one (1) deadhead trip in each direction will be paid regardless of the number of conductors used in filling any one vacancy on account of exercise of seniority or relief under the six (6) day provision.**

- 7. **When the Conductors' Extra Board is exhausted, local practices will apply.**

**NOTE:**

Regular assigned conductors will not be called unless there are no demoted conductors available.

The provisions of Paragraph D.4. also apply to displacements on temporary vacancies filled under this Paragraph E.

**8. WHERE CONDUCTORS EXTRA BOARDS ARE NOT MAINTAINED**

At terminals where conditions will not justify maintaining a Conductors' Extra Board, local practices will be used to fill temporary vacancies.

**F. NINETY DAY TEMPORARY VACANCY** (Applicable to Southern, GS&F)

1. When a temporary vacancy in a position occupied by either a road trainman or a yardman (including car retarder operator) has existed for a period of ninety (90) days due to the absence of the incumbent from active service for any reason except suspension from service applied as discipline, such vacancy may be bulletined as a permanent vacancy, provided the Carrier's Superintendent or Terminal Superintendent, as the case may be, or his representative, and the Local Chairperson of the United Transportation Union representing the incumbent are in accord that the temporary vacancy should be bulletined.
2. Either the Carrier officer or the Local Chairperson may initiate request to bulletin a temporary vacancy as a permanent vacancy per Paragraph 1. above, and, if the Carrier officer and the Local Chairperson are in accord that such temporary vacancy should be bulletined, their agreement on the matter shall be made in writing and executed by both as of the date of their accord and made a part of the record of each party.
3. If a temporary vacancy is bulletined as a permanent vacancy per Paragraphs 1. and 2. above, and the employee formerly assigned to the vacant position returns to service, his rights shall be as follows:
  - a. He must either place himself upon the position to which he was assigned at the time his absence from active service began if such position is held by a junior employee, or he may exercise his seniority rights to any run which may have, during his absence, been bulletined or advertised as open account change of conditions; provided he does so before performing any service.
  - b. In event the position to which the returning employee was assigned is, at the time of his return, held by a senior employee, the returning employee may exercise his seniority under the schedule rules to the same extent as though he had been displaced by a senior employee.

## **G. REDUCTION OF EXTRA BOARD**

When necessary to reduce the Extra Board the junior employee(s) in point of service will be taken from the Board and such employee will have a displacement right. Employees so reduced will not be considered out of the service of the Company and will be returned when needed, in accordance with their seniority, provided they keep the proper officers of the Company advised in writing of their address, copy of such advice to be furnished the Local Chairperson upon request; and provided further, they report for duty within fifteen (15) days after notice that their services are needed is given, copy of this notice to be furnished Local Chairperson.

## **H. SUBDIVIDED SENIORITY DISTRICTS**

### **1. Applicable to GS&F**

Employees holding rights as conductor may not be required to go outside of the subdivided territory hereinafter provided to protect their seniority so long as there are sufficient promoted employees available.

This Article shall not deprive any conductor of any seniority, and conductors may go to any or all parts of their seniority territory from choice in accordance with their seniority regardless of how the territory may be divided.

The seniority territory of the GS&F will be divided into two districts, namely, Macon, Georgia and Valdosta, Georgia. Employees working out of Macon will belong to the Macon district; employees working out of Valdosta will belong to the Valdosta district and be controlled by the Boards at these two points.

Extra Boards will be maintained at Macon and Valdosta.

### **2. Applicable to Southern Railway (Atlanta to Brunswick)**

Employees holding rights as conductors may not be required to go outside of the subdivided territory hereinafter provided to protect their seniority so long as there are sufficient promoted employees available.

This Article shall not deprive any conductor of any seniority and conductors may go to any or all parts of their seniority territory from choice in accordance with their seniority regardless of how the territory may be divided.

The seniority territory between Atlanta and Brunswick will be divided into two districts, namely, Atlanta, Georgia and Macon, Georgia. Employees working south out of Atlanta will belong to the Atlanta District; employees

working south out of Macon will belong to the Macon District. The employees will be controlled by the Board at each of these two points.

3. Coordination of operations and seniority districts on GS&F and LOP&SG (See Appendix).

## **I. DISPLACEMENT**

1.
  - a. Where agreements that provide for the exercise of displacement rights within a shorter time period are not in effect, existing rules, excluding crew consist agreements, are amended to provide that an employee who has a displacement right on any position (including Extra Boards) within a terminal or within 30 miles of such employee's current reporting point, whichever is greater, must, from the time of proper notification under the applicable agreement or practice, exercise that displacement right within forty-eight (48) hours.
  - b. Failure of an employee to exercise displacement rights, as provided in Paragraph a. above, will result in said employee being assigned to the applicable Extra Board, seniority permitting. (The applicable Extra Board is the Extra Board protecting the assignment from which displaced.)
  - c. In the event force assignment is not compatible with local agreements, prior to implementation, the parties will meet on property to determine an avenue of assignment.
2. This Paragraph I. is not intended to restrict any of the existing rights of a Carrier.

## **QUESTIONS AND ANSWERS (Applicable to Paragraph E. - Temporary Vacancies Conductors)**

**Question 1:** When known in advance that a vacancy will be for more than six (6) days, may the senior conductor claim the vacancy on the first day?

**Answer:** Yes.

**Question 2:** May the conductor claiming vacancy under Question 1 be displaced by a senior conductor?

**Answer:** Yes, but only by a senior conductor who was absent during the period the vacancy was claimable.

**Example:** (a) Conductor who was out of the terminal on another run.

(b) Conductor who was off for any reason during the period the vacancy was claimable provided he claims such vacancy before performing any service after having marked up.

**Question 3:** Once a vacancy has been filled, is it again claimable by senior conductor after the sixth day?

**Answer:** No. Except as provided under Question and Answer 2.

**Question 4:** Is the vacancy claimable only on the first day?

**Answer:** No. If it is not claimed on the first day, it may be claimed any time through the sixth day, except as provided in this Article and these questions and answers.

**Question 5:** Should a conductor standing to be forced to a vacancy at an outlying point on which no bids were received, be permitted to roll a junior demoted conductor who holds an assignment as conductor?

**Answer:** No. He should be forced to the vacancy in question and not be permitted to roll a junior conductor who holds an assignment as conductor.

**Question 6:** Should a conductor who has been cut off the Extra Board at the home terminal be permitted to displace a junior conductor?

**Answer:** Yes.



**QUESTIONS AND ANSWERS (Applicable to Paragraph E. -  
Temporary Vacancies - Conductors)  
(cont'd)**

**Question 7: If a conductor is added to the Extra Board at the home terminal, can a senior conductor desiring this assignment be permitted to take the Extra Board on the first day?**

**Answer: Yes. A conductor should be permitted to take the Extra Board on the first day a conductor is added to the Extra Board; in fact, he should be permitted to take it anytime during the first six days that the job has been added to the Board, but not after six days.**

## **QUESTIONS AND ANSWERS**

### **(Applicable to Paragraph I. - Displacement)**

**Question #1 :**

**On those properties where employees have less than 48 hours to exercise displacement rights, are such rules amended so as to now apply a uniform rule?**

**Answer:**

**No, the existing rules providing for less than 48 hours continue, unless the parties specifically agree otherwise.**

**Question #2:**

**Is an employee displaced under Paragraph I. 1. electing to exercise seniority placement beyond thirty (30) miles of the current reporting point, required to notify the appropriate crew office of that decision within 48 hours?**

**Answer:**

**Yes.**

**Question #3 :**

**How is an employee covered by this Paragraph I. handled who fails to exercise seniority placement within 48 hours?**

**A n s w e r :**

**Such employee is assigned to the applicable Extra Board, seniority permitting, pursuant to Paragraph I.1.b. and subsequently governed by existing rules and/or practices.**

**Question #4:**

**How long a period of time does an employee have to exercise displacement rights outside the boundaries specified Paragraph I. 1 .a.?**

**Answer:**

**The rules governing exercise of displacement rights as currently contained in existing agreements continue to apply in this situation.**

**Question #5 :**

**What happens if the employee notifies the Carrier that it is the employee's intent to displace outside of the 30 mile limit, then, after 72 hours, the employee is no longer able to hold that assignment?**

**Answer:**

**A new 48-hour period begins.**

**QUESTIONS AND ANSWERS**  
**(Applicable to Paragraph I. - Displacement)**  
**(cont'd)**

**Question #6:**

**Is it intended that employees who fail to displace within 48 hours be assigned to an extra list where local or system agreements prohibit such assignment due to Extra Board restrictions and or seniority consideration?**

**Answer: See Paragraph I. 1 .c.**

**Question #7:**

**Is it the intent of Paragraph I. to impose discipline on employees who fail to exercise seniority within 48 hours?**

**Answer: No, Paragraph I.1.b. provides that in these circumstances the employee will be assigned to the applicable Extra Board, seniority permitting. The employee will then be subject to existing rules and practices governing service on such Extra Board.**

**Question #8:**

**Is this rule intended to expand upon the displacement rights of an individual so as to create situations not currently provided for in existing agreements and practices?**

**Answer: No.**

**Question #9:**

**If an employee notifies the Carrier of his intent to displace beyond the 30 mile limit, can such employee notify the Carrier subsequent to the expiration of the 48-hour period of his desire to displace within the 30 miles?**

**Answer: No.**

**Question #10**

**How is the 30 miles limit to be measured - rail or highway?**

**Answer: Highway.**

**Question #11:**

**When does the 48-hour time period within which the employee must exercise displacement rights begin?**

**Answer: When properly notified under existing rules governing this situation.**

# **ARTICLE 6**

## **CALLING ROAD CREWS**

### **A. CALLING TIME, REGISTER, ETC.**

Where callers are employed, except as provided below, crews will be called one hour before their on duty time, provided they reside within one mile of starting point, or if they do not so reside, provided they have a telephone. Road time to commence as provided in Article 4.A. The caller will have a method by which to register their names and note the time when called.

The “one-hour” calling time provided above may be departed from by mutual agreement between the Superintendent and Local Chairperson at individual locations.

#### **NOTE 1:**

When a crew in freight service is deadheaded with or towed into a terminal from an intermediate point on line of road by another crew in the same pool or group of runs, the crew in charge of the train on which such crew is deadheaded, or by which towed into the terminal, will stand for service out of the terminal ahead of crew deadheaded or towed.

#### **NOTE 2:**

An extra employee filling a vacancy on a train which tows another train into a terminal will stand for service ahead of an extra employee filling a vacancy on the train being towed.

In ordering crews in freight service to deadhead from terminal to terminal on freight trains with crews in the same pool or group of runs, the crew standing first out will be deadheaded and will stand out of the terminal to which deadheaded ahead of the crew with which deadheaded.

#### **NOTE 3:**

Except in cases of emergency, conductors and trainmen must have eight (8) hours' rest plus calling time before being used out of the home terminal.

#### **NOTE 4:**

In cases where two or more employees are to be called from the Extra Board to leave at the same time, either deadheading or working, the senior employee shall be given a preference. In other words, the senior of such Extra Board employees will be called first and notified of the services to be performed and given a preference when called.

## **B. CALLED AND NOT USED**

When employees are called and not used, they will, provided they have reported for duty, be allowed a minimum of three (3) hours' pay at pro rata rates in the class of service for which called and stand first out in the class of service to which assigned, but if not relieved within six (6) hours from the time they are called they will be allowed a basic days pay in the class of service for which called and stand last out.

## **C. REPORTING TIME WHEN NOT CALLED**

Where crews are not called or notified that their trains are late, they will be expected to report on time and, if relieved after reporting time, be paid as provided for in Paragraph B.

## **D. NOT CALLED IN ORDER**

### **1. Conductors**

- a. **Conductors on regularly assigned runs, or turns in pool freight service, not called in order will be paid the amount they would have earned on the day or trip for which they stood, less any amount which they earn. Such conductors will continue to stand first out in their pool or turn until service is performed.**
- b. **When a conductor in extra service, standing first out, is not called in turn, through no fault of his own, he will be paid four (4) hours at the rate of pay he would have earned, and stand first out. If not called for service within the limit of eight hours, an additional four (4) hours will be allowed and he will stand last out; provided that, under this rule, not more than one run-around may be claimed in any twenty-four (24) hour period by the same employee.**

### **2. Trainmen**

- a. **Regularly assigned trainmen required to perform service as such on other than their regular assignment for which they do not stand under the rules, or who, through no fault of their own, are not used on their regular assignment, will be paid not less than the amount they would have earned had they been used on their regular run. This does not apply to employees on trainmen's Extra Board.**
- b. **Trainmen assigned in pool freight service not called in order at their home terminals will be allowed pay for four (4) hours at through freight rate and stand first out.**
- c. **Trainmen assigned in pool freight service not called in order at their away from home terminal will be allowed pay for four (4) hours at through freight rate and stand first out.**

- d. When a trainman in extra service, standing first out, is not called in turn, through no fault of his own, he will be paid four (4) hours at the rate of pay he would have earned, and stand first out. If not called for service within the limit of eight hours, an additional four (4) hours will be allowed and he will stand first out; provided that, under this rule, not more than one run-around may be claimed in any twenty-four (24) hour period by the same employee.

# **ARTICLE 7**

## **TERMINAL DELAY**

### **A. INITIAL TERMINAL DELAY**

1. Initial terminal delay shall be paid on a minute basis to employees in freight service for all time in excess of seventy five (75) minutes computed from the time of reporting for duty up to the time the train leaves the terminal at one-eighth (1/8) of the basic daily rate, in addition to the full mileage, with the understanding that the actual time consumed in the performance of service in the initial terminal for which an arbitrary allowance of any kind is paid shall be deducted from the initial terminal time under this rule.

**NOTE 1:**

The phrase "train leaves the terminal" means when the train actually starts on its road trip from the yard track where the train is first made up.

This rule will not apply to pusher, helper, mine run, shifter, roustabout, belt line, transfer, work, wreck, construction, circus trains (paid special rates or allowances), road switcher (district runs), or to local freight service where switching is performed at initial terminal in accordance with agreement rules.

**NOTE 2:**

The question as to what service constitutes a 'mine run' as that term is used above shall be determined on each individual railroad by management and the appropriate General Committees.

Where mileage is allowed between the point of reporting for duty and the point of departure from the track on which the train is first made up, each mile so allowed will extend the period of seventy-five (75) minutes after which initial terminal delay payment begins as stated in Paragraph B.2. below.

2. When road overtime accrues during any trip or tour of duty, in no case will payment for both initial terminal delay and overtime be paid, but whichever is the greater will be paid.
3. When a tour of duty is composed of a series of trips, initial terminal delay will be computed on only the first trip of the tour of duty.

## **B. FINAL TERMINAL DELAY**

### **1. Computation of Time**

In freight service all time in excess of 60 minutes computed from the time engine reaches switch, or signal governing same, used in entering the final terminal yard where train is to be left or yarded, until finally relieved from duty, shall be paid for as final terminal delay; provided that if a train is deliberately delayed between the last siding or station and such switch or signal, the time held at such point will be added to any time calculated as final terminal delay.

**NOTE:**

With respect to the use of the term "deliberately delayed" in Paragraph I. above, the following was agreed:

Where a crew was instructed to stop and was held outside the terminal between the last siding or station and the point where final terminal delay begins and there was no operational impediment to the crew bringing its train into the terminal, i.e., the train was deliberately delayed by yard supervision. Accordingly, it is agreed that Paragraph 1. would comprehend such situations.

On the other hand, it is agreed that the term "deliberately delayed" not be construed in such a manner as to include time when crews were held between the last siding or station and the point where final terminal delay begins because of typical railroad operations, emergency conditions, or appropriate managerial decisions. A number of examples were cited including, among others, situations where a train is stopped to allow another train to run around it; for a crew to check for hot boxes or defective equipment; for a crew to switch a plant; at a red signal (except if stopped because of a preceding train which has arrived at final terminal delay point and is on final terminal time, the time of such delay by the crew so stopped will be calculated as final terminal delay); because of track or signal maintenance or construction work, to allow an outbound train to come out of the yard; and because of a derailment inside the yard which prevents the train held from being yarded on the desired track, e.g., the receiving track. It is agreed that Paragraph 1. did not comprehend such conditions.

### **2. Extension of Time**

Where mileage is allowed between the point where final terminal delay time begins and the point where finally relieved, each mile so allowed will extend the 60 minute period after which final terminal delay payment begins by the number of minutes equal to 60 divided by the applicable overtime divisor.

100 mile basic day assignments -  $60/12.5 = 4.8$  minutes per mile

130 mile basic day assignments -  $60/16.25 = 3.7$  minutes per mile



### 3. Payment Computation

All final terminal delay, computed as provided for in this Article, shall be paid for, on the minute basis, at one-eighth (1/8) of the basic daily rate, in effect as of October 31, 1985, according to class of service and engine used, in addition to full mileage of the trip, with the understanding that the actual time consumed in the performance of service in the final terminal for which an arbitrary allowance of any kind is paid shall be deducted from the final terminal time under this Article. The rate of pay for final terminal delay allowance shall not be subject to increases of any kind.

After road overtime commences, final terminal delay shall not apply and road overtime shall be paid until finally relieved from duty.

**NOTE:**

The phrase "relieved from duty" as used in this Article includes time required to make inspection, complete all necessary reports and/or register off duty.

### 4. Multiple Trips

When a tour of duty is composed of a series of trips, final terminal delay will be computed on only the last trip of the tour of duty.

### 5. Exceptions

This Article shall not apply to pusher, helper, mine run, shifter, roustabout, belt line, transfer, work, wreck, construction, road switcher or district run service. This Article shall not apply to circus train service where special rates or allowances are paid for such service.

**NOTE:**

The question as to what particular service is covered by the designations used in Paragraph 5. shall be determined in accordance with the schedule rules and practices.

### 6. Local Freight Service

In local freight service, time consumed in switching at final terminal shall not be included in the computation of final terminal delay time.

## **ARTICLE 8**

### **HELD AWAY FROM HOME TERMINAL**

Employees in pool freight and in unassigned service held at other than the home terminal will be paid on a minute basis- for the actual time held after the expiration of sixteen (16) hours from the time relieved from previous duty at a rate per hour of one eighth (1/8) of the daily rate paid them for the last service performed. If held sixteen hours after the expiration of the first twenty-four hour period from the time relived, they will be paid for the actual time held during the next succeeding eight hours, or until the end of the second twenty-four hour period, and similarly for each twenty-four hour period, thereafter.

Should an employee be called for service or ordered to deadhead after pay begins, held away-from-home-terminal time shall cease at the time pay begins for such service or deadheading.

When employees are deadheaded, their held-away-from-home terminal time will cease when the train on which deadheaded leaves the station from which deadheaded.

Payments accruing under this rule shall be paid for separate and apart from pay for the subsequent service or deadheading, except as provided in Article 24.

For the purpose of applying this rule, the Company will designate a home terminal for each crew in pool freight and in unassigned service.

#### **INTERPRETATION**

While the held-away-from-home-terminal rule does not apply to assigned service, it is agreed that if the assignment is broken and/or a crew on an assigned run is used on a run other than their regular assignment, the held-away-from-home-terminal rule will apply. It is understood the held-away-from-home-terminal rule does not apply to assigned crews which get out late on schedule on trains which still represent their regular run, that is, have not been annulled on account of being more than twelve (12) hours late or for other causes.

# **ARTICLE 9**

## **MISCELLANEOUS ROAD OPERATIONS**

### **A. SELF-PROPELLED MACHINES**

1. The following shall govern the manning of self-propelled vehicles or machines by train service employees (conductors and trainmen) used in the maintenance, repair, construction or inspection work:

Road Service - A conductor will be employed on on-rail self-propelled vehicles or machines when operating in main line territory, provided such machines are equipped with a drawbar and are operating under train orders.

NOTE 1:

"Self-propelled machines" for the purpose of this Article means such equipment operated on rails.

NOTE 2:

"Drawbar" means a device capable of being used in moving standard freight cars.

NOTE 3:

"Main-line territory" means main line and branch lines in road territory outside of switching limits but not spurs or the like.

NOTE 4:

"Train orders" is used in the vernacular of conductors and trainmen as defined in the Operating Book of Rules.

2. Except under the conditions herein specifically prescribed, operating employees need not be used on self-propelled vehicles or machines. It should be noted in addition that this Article does not alter any existing rules or practices except as specifically stated herein.
3. Nothing contained in this Article shall be construed to require the employment of engine and train service employees where not now required.
4. This Article will be applied as if it was signed in 1964 consistent with the application on the Norfolk Southern excluding Central of Georgia.

### **B. FLAGGING IN CONNECTION WITH MAINTENANCE OF WAY AND CONSTRUCTION JOBS**

The need for trainmen to flag in connection with maintenance of way or construction work shall be determined by Management, and non-use of trainmen in connection with such service shall constitute no basis for claims. This shall not apply to flagging necessary to protect work trains. In cases where contractors are using pile drivers or cranes and flagging protection is needed, trainmen will be

**used; where off track pile drivers or cranes are used, this shall not apply unless tracks are blocked while such machines are performing work other than crossing and recrossing of tracks.**

**C. FINES**

**The Company will not impose fines on employees for any cause.**

# **ARTICLE 10**

## **ROAD SWITCHERS**

The following is applicable to assignments classified as road switchers.

- A. The following rules will not be applicable to conductors and trainmen working on assignments designated as road switchers:
1. The "Local Freight Guarantee" rule - Article 3.E.1 (Road Switcher Guarantee - Article 3.E.4. is applicable)
  2. The "Initial and Final Terminal Delay" rules - Article 7
  3. The "Car Scale" rule - Article 3.D.
  4. Lapback Rule - Article 11
- B. A regularly assigned five or six day road switcher crew working less than the respective five or six days per week will be guaranteed 100 miles per day for each of the respective five or six days of its assignment, except for day or days where the line is broken through the Act of Providence or as provided in this Article 10, Paragraph H.
- C. Crews on road switchers may be required to operate back and forth over the territory within the limits of their assignment, and into and out of the tie-up points, as well as the points established as the limits of their assignments, as many times as desired, even though the tie-up point and the points established as the limits of their assignments are the home terminal and/or the away-from-home terminal of crews on the seniority district in which they are working, without additional pay or penalty pay therefore, any rules in the agreement to the contrary notwithstanding. In other words, when so operated as herein described, employees on road switchers will be entitled to pay on a continuous time miles or hours basis in accordance with the provisions of Article 3.A. and will be allowed overtime in accordance with the provisions of the "overtime" rule, Article 3.C.
- NOTE:
- If the Carrier desires, it may change the tie-up point and/or the limits of road switchers, at will, but so long as an assignment continues to devote the major portion of its time on duty to the performance of switching, as was being done by such crew as of October 15, 1968, they will be considered road switchers and allowed pay under the provisions of this rule.
- D. Nothing herein shall be interpreted as establishing road switchers as a different class of service within the meaning of Article 3.F. Other road crews in the same seniority district may perform any of the switching that is performed by road switchers at any time, but they will not be entitled to pay at the road switchers' rate or to penalty pay of any type because of performing such work. This shall not be interpreted to mean that other road crews will not be entitled to pay at local freight rate, if earned, under the provisions of Article 23.

- E. Nothing herein shall be interpreted as prohibiting the Carrier from discontinuing one or more of the runs which are designated as road switchers.
- F. None of the rules and/or working conditions of the Agreements in effect between this Carrier and its yardmen are applicable to employees engaged in road switcher service.
- G.
  - 1. Road switchers may be assigned either five, six or seven days per week.
  - 2. When assigned five or six days per week, the assignment may begin on any day of the week.

## **H. REDUCTION IN WORK WEEK**

- 1. Carriers with road switcher or similar operations, mine run or roustabout agreements in effect prior to October 31, 1985 that do not have the right to reduce six or seven-day assignments to not less than five, or to establish new assignments to work five days per week, shall have that right.
- 2. The work days of five-day assignments reduced or established pursuant to Paragraph H.1. of this Article shall be consecutive. The five-day yard rate shall apply to new assignments established pursuant to Paragraph H. 1. of this Article. Assignments reduced pursuant to Paragraph H.1. shall be compensated in accordance with the provisions of Paragraph H.3.
- 3. If the working days of an existing road switcher as described in Paragraph H.1. are reduced under this Article, an allowance of 48 minutes at the existing straight time rate of that assignment in addition to the rate of pay for that assignment will be allowed. Such allowance will continue for a period of three years from the date such assignment was first reduced. However, such allowance will not be made to employees who establish seniority in train or engine service after October 31, 1985. Upon expiration of the three year period described above, the five day yard rate will apply to any assignment reduced to working less than six or seven days a week pursuant to this Article.

### **NOTE:**

In the application of Paragraph H.3. of this Article, it is understood that if a Carrier without a pre-existing right to reduce a seven day assignment described in Paragraph H.1. to a lesser number of days reduces such an assignment to six days per week, the 48 minute allowance will be payable to employees on the assignment whose seniority date in train or engine service precedes October 31, 1985. If the Carrier reduces the same assignment from seven days to five, an allowance of 96 minutes would be payable.

Conversely, if the Carrier had the pre-existing right to reduce a seven day assignment described in paragraph H. 1. to six days per week, but not to five days, and reduced the seven day assignment to six days per week, no allowance would be payable. If it reduced the assignment from seven days to five days, an allowance of 48 minutes would be payable.

4. The annulment or abolishment and subsequent re-establishment of an assignment to which the allowance provided from above applies shall not serve to make the allowance inapplicable to the assignment upon its restoration.

- I. Applicable to H&NE

All assignments will be classified as road switchers and will be governed by the provisions of this Agreement applicable to road switchers.

# **ARTICLE 11**

## **LAPBACK MOVEMENTS**

- A. Articles 3.A. and 4.E. of this Agreement are amended to the extent hereinafter provided. While this Article will take precedence over and be effective in lieu of schedule rules or understandings in conflict herewith, it does not alter, change or amend such rules with respect to matters not herein dealt with. The execution of this Agreement is without precedent or prejudice to respective contentions of either of the parties hereto with respect to questions not disposed of herein.
- B. Where the phrases "lapback movements" or "inside turns" are used, the words mean the turning back of a crew for a distance of one-half mile or more in one direction.

The turning back of the crew must be:

1. Over territory previously operated over.
2. Between terminal on a straightaway run from one terminal to another terminal, or between terminal and turning point or between turning point and starting terminal on a turnaround run from a terminal to an intermediate point and return to the starting terminal.
3. For the purpose of performing additional service not a part of the continuous trip, such as -- returning to station last passed after departing therefrom to perform service that could have been performed before train departed from such station thereby interrupting such continuous trip.

**NOTE:**

It is not intended to authorize lapback trips for the purpose of moving tonnage in excess of the rating of the engine used, and if a lapback is made for this purpose, payment therefore is not settled or agreed.

These provisions apply to lapback movements or inside turns in through freight service and local freight service.

- C. None of these provisions apply to branch line, specified or anomalous service, bona fide work, or construction service trains, wrecking service, mine run service, helper service, and road switcher service, it being recognized that in such service lapback movements or inside turns without additional payments are permissible. (It is not intended by this paragraph to change the present practice of operating mine runs.)
- D. When crews are required to make a lapback movement or inside turn to extent specified herein, compensation for such additional miles actually run, additional hours on duty and additional service performed shall all be covered in payments to be made on the following basis:



**1. Through Freight Service**

**4 hours or less or 50 miles or less -- 4 hours at through freight rate.  
Over 4 hours and not over 8 hours or over 50 miles and not over 100 miles  
-- 8 hours at through freight rate.**

**2. Local Freight Service  
(Paying local freight rate)**

**4 hours or less or 50 miles or less -- 4 hours at local freight rate.  
Over 4 hours and not over 8 hours or over 50 miles and not over 100 miles  
-- 8 hours at local freight rate.**

**When the above payments are made the time consumed in making such lapback movement or inside turn shall be deducted for the purpose of computing overtime but miles run or paid for will not be counted for the purpose of extending the time when overtime will begin. Time engaged in making such a movement shall be computed from time such movement is actually begun until the crew returns to the starting point of such lapback or inside turn.**

**NOTE 1:**

**When a lapback is paid for under the provisions hereof, Article 3.F. will not apply because of any service performed in such lapback movement. If, on the day or trip, the crew performs other service to which Article 3.F. would apply, such Article is to be applicable but will not change the basis of payment for the lapback trip.**

**NOTE 2:**

**Nothing in this Agreement applies to doubling hills or running for water or other service for which there is already provided a specific method of payment in the Agreement.**

- E. If more than one lapback movement or inside turn is made on a day or trip, the additional time so worked, additional service performed, and additional miles actually run shall be combined and payments made, provided however that in such case the payment for all such lapback trips will be a minimum of eight hours.**
- F. These provisions do not relate to and shall have no application to the performance of two or more classes of service such as, but not limited to, freight crews performing a combination of freight service, helper or pusher service, work train service or wrecking service, it being agreed that in such instances Article 3.F., the "Two or More Classes of Road Service" rule, is applicable to the extent specified by the arbitrator in the decision rendered August 1,195 1 and December 3,1952.**

## QUESTIONS AND ANSWERS

**Question #1 :**

As to lapbacks, does this term mean a lapback made on the main line over which the train is moving between terminal and terminal or terminal and turning point or returning from turning point to terminal?

**Answer:**

Yes.

**Question #2:**

Is it a lapback when an employee en route John Sevier to Asheville arrives New Line, is directed to go to Morristown and get a car and return to New Line because he is not going to Morristown?

**Answer:**

This is a side trip and it is not covered by this Article.

**Question #3:**

An employee operating between Oakdale and Knoxville arrives at Clinton, Tennessee, is directed to go to Lake City and return to Clinton, Tennessee, 20 miles, and go to destination.

**Answer:**

Same as Question #2.

**Question #4:**

Are Articles 3. J. and 4.E. affected by this Article?

**Answer:**

No. See Paragraph A.

**Question #5:**

Is a lapback involved where a train pulls a draw head, the crew sets part of the train in a siding, then returns and chains up?

**Answer:**

No lapback is made. See Paragraph B.3.

**Question #6:**

In the same illustration the train goes into or out of the home terminal.

**Answer:**

Schedule rules as to operating into and out of the home terminal would apply.

## **QUESTIONS AND ANSWERS (cont'd)**

**Question #7:**

At an intermediate point, a crew returns over the main line within yard or station limits, a distance of more than one-half mile in one direction, to pick up a car. Is this a lapback movement?

**Answer:**

No.

**Question #8:**

Continuous trip of crew making straightaway run from Alexandria to Monroe is interrupted at Orange where the engines ~~are~~ cut off and another train assisted Orange to Montpelier. Crew returns to Orange and continues trip to Monroe. Was the movement Orange to Montpelier and return deemed to be a 'lapback movement" or "inside turn"?

**Answer:**

No. This will be a case of a crew performing more than one class of service, and Article 3.F. applies.

**Question #9:**

Continuous trip of crew making straightaway run from Birmingham to Atlanta is interrupted at Bremen where the engines are cut off and crew returns to Tallapoosa to pick up a car for movement to Atlanta. The car is picked up and crew returns to Bremen where train is picked up and trip continued to Atlanta. Was the movement from Bremen to Tallapoosa and return considered a "lapback movement" or "inside turn"?

**Answer:**

Yes. See Paragraph B.

**Question #10:**

Train on turnaround basis has reached its turning point and is sent to an intermediate point and returns to its turning point and proceeds thence back over same territory to original starting point. Is such a movement 'lapback" or "inside turn" within the meaning of this Article?

**Answer:**

No. See Paragraph B.2. Schedule rules will govern. This question and answer is made without prejudice to respective contentions.

# **ARTICLE 12**

## **ROAD ENGINES, CABOOSES AND SUPPLIES**

### **A. ELIMINATION OF CABOOSES**

Pursuant to the recommendations of Emergency Board No. 195, the elimination of requirements for or affecting the utilization of cabooses, as proposed by the Carriers in their notice served on or about February 2, 1981, will be handled on an individual railroad basis in accordance with the following agreed upon procedures and guidelines.

Cabooses may be eliminated from trains or assignments in any or all classes of service by agreement of the parties.

Cabooses in all classes of service other than through freight service are subject to elimination by agreement or, if necessary, by arbitration.

In through freight service, cabooses on all trains are subject to consideration in the negotiation of trains that may be operated without cabooses and there is no limit on the number that can be eliminated by agreement. However, there shall be a 25% limitation on the elimination of cabooses in through freight (including converted through freight) service, except by agreement. If arbitration becomes necessary to achieve the 25 percent of cabooses that may be eliminated in through freight service it shall be handled as hereinafter provided.

#### **1. Procedures**

- a. When a Carrier desires to operate without cabooses in any service, it shall give written notice of such intent to the General Chairperson(s) involved, specifying the trains, runs or assignments, territory, operations and service involved. A meeting will be held within fifteen (15) days from the date of such notice to commence consideration of the Carrier's request subject to the guidelines outlined in Paragraph 2. below.
- b. There is no limit on the trains, runs or assignments in any class of service that may be operated without cabooses by agreement. If the Carrier and the General Chairperson(s) are able to reach an agreement, the elimination of cabooses pursuant to such agreement may be implemented at the convenience of the Carrier.
- c. In the event the Carrier and the General Chairperson(s) cannot reach an agreement within sixty (60) days from the date of the notice, either party may apply to the National Mediation Board to provide the first available neutral from the panel provided for below.
- d. Within fifteen (15) days from the date of this Agreement, the parties signatory to the Agreement shall agree on a panel of five qualified neutrals and an alternate panel of five qualified neutrals and an alternate panel of five qualified neutrals who shall be available to

handle arbitrations arising out of this Article. If the parties are unable to agree on all of the neutrals within fifteen (15) days, the National Mediation Board shall appoint the necessary members to complete the panels. If one or more members of a panel becomes unavailable he shall be replaced under this procedure. A neutral shall not be considered available if he is unable to serve within thirty (30) days from the date requested. Should a neutral be requested and none of the panel members is available to begin review of the dispute with the parties within thirty (30) days of such request, the National Mediation Board shall appoint a non panel neutral in such dispute.

- e. The neutral member will review the dispute and if unable to resolve by agreement the neutral member will, within thirty (30) days after the conclusion of the hearing, make a determination on the proposed elimination of cabooses involved in the dispute. The determination of the neutral member authorizing the elimination of cabooses shall be final and binding upon the parties except that the Carrier may elect not to put such determination into effect on certain trains or assignments covered thereby by so notifying the General Chairperson(s) in writing within thirty (30) days from the date of the determination by the neutral. If a Carrier makes such an election it shall be deemed to have waived any right to renew the request to remove the caboose from any such train or assignment covered thereby for a period of one year following the date of such determination.
- f. It is recognized that the operating rules, general orders and special instructions should be reviewed and revised by the Carrier, where necessary, to accommodate operations without cabooses. Any necessary revision will be in effect when trains are operated without cabooses.

## **2. Guidelines**

The parties to this Agreement adopt the recommendations of Emergency Board No. I95 that the elimination of cabooses should be an on-going national program and that this program can be most effectively implemented by agreements negotiated on the local properties by the representatives of the Carriers and the organization most intimately acquainted with the complexities of individual situations.

In determining whether cabooses are to be eliminated, the following factors shall be considered:

- a. Safety of employees
- b. Operating safety, including train length
- c. Effect on employees' duties and responsibilities resulting from working without a caboose

- d. Availability of safe, stationary and comfortable seating arrangements for all employees on the engine consist
- e. Availability of adequate storage space in the engine consist for employees' gear and work equipment

### 3. Conditions

Pursuant to the guidelines described in paragraph A.2. above, the following conditions shall be adhered to in an arbitration determination providing for operations without cabooses:

- a. Where suitable lodging facilities for a crew are required and the caboose is presently used to provide such lodging, the Carrier shall continue to provide a caboose for that purpose until alternate suitable lodging facilities become available.
  - b. Except by agreement, cabooses will not be eliminated on certain mine runs, locals and road switchers where normal operations require crews to stand by waiting for cars or trains for extended periods of time and such crews cannot be provided reasonable access to the locomotive or other appropriate shelter during such extended periods.
  - c. Except by agreement, cabooses will not be eliminated from trains that regularly operate with more than 35 cars where the crews are normally required to provide rear-end flagging protection.
  - d. Crew members will not, as a result of the elimination of cabooses, be required to ride on the side or rear of cars except in normal switching or service movements or reverse movements that are not for extended distances.
  - e. Additional seating accommodations will not be required on trains having a locomotive consist with two or more cabs equipped with Seats. Crews required to deadhead on the locomotive will be provided seating in accordance with Paragraph 2.d.
  - f. A Carrier may operate a train, run or assignment with a caboose if it so desires despite the fact that it may have the rights to operate such train without axaboose.
- 13 The conditions and considerations applicable to the elimination of cabooses by agreement of the parties pursuant to this Agreement in each class or type of service shall not be disregarded by the neutral in formulating his award covering a similar class or type service.

### 4. Through Freight Service

- a. There shall be a 25% limitation on the elimination of cabooses in through freight (including converted through freight) service, except

by agreement. The 25% limitation shall be determined on the basis of the average monthly number of trains (conductor trips) operated in through freight service during the calendar year 1981. Trains on which cabooses are not presently required by local agreements or arrangements shall not be included in such count, shall not be counted in determining the 25% limitation, and any allowance paid under such agreements or arrangements shall not be affected by this Article. A Carrier's proposal to eliminate cabooses may exceed the minimum number necessary to meet the 25% limitation. However, implementation of the arbitrator's decision shall be limited to such 25% and shall be instituted on the basis established below. In the event a Carrier's proposal is submitted to arbitration, it shall be revised, if necessary, so that such proposal does not exceed 50% of the average monthly number of trains (conductor trips) operated in through freight service during the calendar year 1981.

Effective October 31, 1985, the parties agree that in addition to a Carrier's rights under such provision and other provisions of Article X of the October 15, 1982 National Agreement, cabooses may be discontinued on unit-type trains (e.g., coal, grain, phosphate) and intermodal-type trains (e.g., piggyback, auto rack, double stack) operated in through freight (including converted through freight) service based on Guidelines and Conditions, Paragraph 2. and 3. of this Article.

- b. In the selection of through freight trains from which cabooses are to be eliminated, a Carrier shall proceed on the basis of the following categories:
- (1) trains that regularly operate with 35 cars or less;
  - (2) trains that regularly operate with 70 cars or less which are scheduled to make no stops to pick up and/or set out cars;
  - (3) trains that regularly operate with 70 cars or less which are scheduled to make no more than three stops en route to pick up and/or set out cars;
  - (4) trains that regularly operate with 120 cars or less which are scheduled to make no stops en route to pick up and/or set out cars;
  - (5) trains that regularly operate with 120 cars or less which are scheduled to make no more than three stops en route to pick up and/or set out cars;
  - (6) trains that regularly operate with more than 120 cars which are scheduled to make no stops en route to pick up and/or set out cars;
  - (7) all other through freight trains.

- c. The implementation of the arbitrator's decision shall be phased in on the following basis: the Carrier may immediately remove cabooses from one-third of the trams that may be operated without cabooses, another one-third may be removed thirty (30) days from the date of the arbitrator's decision and the final one-third sixty (60) days from the date of the arbitrator's decision.

## 5. Purchase and Maintenance of Cabooses

In addition to the foregoing, a Carrier shall not be required to purchase or place into service any new cabooses. A Carrier shall not be required to send cabooses in its existing fleet through existing major overhaul programs nor shall damaged cabooses be required to undergo major repairs. However, all cabooses that remain in use must be properly maintained and serviced.

## 6. Subsequent Notices

A Carrier cannot again seek to eliminate a caboose on a tram, run or assignment where the request has been denied in arbitration unless there has been a change in conditions warranting such resubmission. Conversely, where a Carrier has eliminated a caboose on a train, run or assignment and the characteristics of that train, run or assignment are subsequently changed in a way that the General Chairperson(s) believes cause it to depart from the guidelines, he may propose restoration of the caboose and, if necessary, invoke binding arbitration.

## 7. Penalty

If a train or yard ground crew has been furnished a caboose in accordance with existing agreement or practice on a train or assignment prior to the date of this Agreement and such train or assignment is operated without a caboose other than in accordance with the provisions of this Article or other local agreement or practice, the members of the train or yard ground crew will be allowed two hours' pay at the minimum basic rate of the assignment for which called in addition to all other earnings.

## 8. Restrictions

The foregoing provisions are not intended to impose restrictions with respect to the elimination of cabooses or in connection with operations conducted without cabooses where restrictions did not exist prior to October 30, 1982.

- 9. The following is the Award Section of Arbitration Board No. 419, Neutral Robert M. O'Brien, consistent with the provisions of Article X of the October 15, 1982 UTU National Agreement and subsequent Agreements. The Carrier may eliminate cabooses from trains or assignments, subject to the conditions set forth hereinafter.

- a. Ground crew members will not be required to standby waiting for cars or trains for extended periods of time and such crew members



cannot be provided reasonable access to appropriate shelter during such extended periods of time. The prudent rule of reason must apply to the term "extended periods of time". All circumstances must be governed by this rule of reason.

- b. Crew members will not, as a result of the elimination of cabooses, be required to ride on side or rear of cars except in normal switching or service movements or reverse movements that are not for extended distances. The prudent rule of reason must determine what are "extended distances".
- c. Each member of the ground crew shall have provided in the engine consist a safe, stationary and comfortable seat with arm rests on those added seats in single engine consists for the entire trip or tour of duty.
- d. On locomotives handling a train on which there is no caboose, there shall be provided for the ground crew members adequate storage space.
- e. Unless otherwise instructed, on multiple unit locomotives, the ground crew members may occupy seats in any one of the trailing units as long as the lead unit is occupied by two employees including the engineman.
- f. Cabs of locomotives in which ground crew members ride shall be heated and ventilated, including a ceiling vent, to maintain a comfortable temperature throughout the year.
- g. Cabs of locomotives shall be cleaned and supplied with individual portions of fresh sanitary drinking water, adequate space and refrigeration for water and lunches, paper towels, paper cups and towelettes. Such cleaning shall be performed by employees other than ground crew members except at outlying points where other employees are not assigned.
- h. Additional seating accommodations will not be required on trains which operate without a caboose where the locomotive consist for such trains has two or more cabs equipped with seats for use by ground crew members.
- i. Clean, odor-free, sanitary and operable toilet facilities will be provided in locomotives operating trains without cabooses.
- j. Conductors of trains operating without a caboose shall be provided necessary forms and stationary and a hard writing surface upon which to write. The locomotive shall also be equipped with proper lighting. The Carrier will provide supplies.

- k. Conductors/foremen and trainmen/yardmen may be required to affix and remove end-of-train or similar devices without restriction or Penalty.
- l. Ground crew members shall not be required to cross trestles or bridges not having walkways to inspect trains.
- m. Transportation presently provided between on-off duty points and locomotives for head-end crew members shall likewise be provided for other ground crew members on trains operating without cabooses.
- n. Ground crew members shall not be required to depart the terminal with locomotives not properly equipped, cleaned and supplied as set forth in this Award.
- o. In accordance with Section 3(c) of Article X of the October 15, 1982 National Agreement, ground crew members will not be required to provide normal rear end flagging protection on trains that regularly operate with more than 3.5 cars.
- p. Ground crew members riding cabs of trailing units of locomotives must act in a reasonably prudent manner, like other members of the crew, to observe anything that may impede the train's safety and operation.

## **B. RUN-THROUGH SERVICE**

In run-through service, a caboose which meets the basic minimum standards of the railroad on which it originated will be considered as meeting the basic minimum standards of the other railroad or railroads on which it is operated.

## **C. DISPOSITION OF CABOOSES**

On arrival at terminals where switch engines are on duty, cabooses will be detached and placed on caboose track as soon as possible. Cabooses will not be switched with at terminals nor will trains be built on road cabooses. This will not, however, prevent switching from rear end with cabooses when necessary to switch after train is made up.

### **NOTE:**

This rule is not applicable at terminals where retarder hump yards are used nor applicable to cabooses that are pooled under agreements covering pooling of cabooses.

## **D. LOCOMOTIVE STANDARDS**

In run-through service, a locomotive which meets the basic minimum standards of the home railroad or section of the home railroad may be operated on any part of the home railroad or any other railroad.

## **E. SUPPLIES**

1. Train crews will be furnished ice where obtainable.
2. A supply of coal for use on cabooses will be placed as conveniently as practical for trainmen at their division home terminal.

**NOTE:**

Where mutually agreeable between the Superintendent and Local Chairperson, the coal supply may be placed at other than the division home terminal.

3. Cabooses, when used, will be furnished with coal and other supplies, i.e., necessary stationery, equipment, ice, water, towelettes, etc. to the same extent as engines when cabooses are not used.
4. At the away-from-home terminal for employees whose cabooses are pooled and/or run through, lockers of either steel or wood construction, adequate in size to accommodate the normal wearing apparel and personal effects of the employees, will be provided.
5. Locker room and washing facilities, but not including shower bath facilities, will be provided by the Carrier at the home terminal for use of employees whose cabooses are pooled and/or run through. The lockers will be of either steel or wood construction and of adequate size to accommodate the normal wearing apparel and personal effects of the employees.

# **ARTICLE 13**

## **INTERDIVISIONAL SERVICE**

As used in this Article, the term interdivisional service includes interdivisional, interseniority district, intradivisional and/or intraseniority district service.

An individual Carrier may establish interdivisional service in freight service, subject to the following procedure.

### **A. NOTICE**

An individual Carrier seeking to establish interdivisional service shall give at least twenty days' written notice to the organization of its desire to establish service, specify the service it proposes to establish and the conditions, if any, which it proposes shall govern the establishment of such service.

### **B. CONDITIONS**

Reasonable and practical conditions shall govern the establishment of the runs described, including but not limited to the following:

1. Runs shall be adequate for efficient operations and reasonable in regard to the miles run, hours on duty and in regard to other conditions of work.
2. All miles run in excess of the miles encompassed in the basic day shall be paid for at a rate calculated by dividing the basic daily rate of pay in effect on October 31, 1985 by the number of miles encompassed in the basic day as of that date. Car scale and weight-on-drivers additives will apply to mileage rates calculated in accordance with this provision.
3. When a crew is required to report for duty or is relieved from duty at a point other than the on and off duty points fixed for the service established hereunder, the Carrier shall authorize and provide suitable transportation for the crew.

#### **NOTE:**

Suitable transportation includes Carrier owned or provided passenger carrying motor vehicles or taxi, but excludes other forms of public transportation.

4. On runs established hereunder crews will be allowed a \$6.00 meal allowance after 4 hours at the away-from-home terminal and another \$6.00 allowance after being held an additional 8 hours.
5. In order to expedite the movement of interdivisional runs, crews on runs of miles equal to or less than the number encompassed in the basic day will not stop to eat except in cases of emergency or unusual delays. For crews on longer runs, the Carrier shall determine the conditions under which such crews may stop to eat. When crews on such runs are not permitted to stop to eat, crew members shall be paid an allowance of \$1.50 for the trip.

6. The foregoing provisions 1. through 5. do not preclude the parties from negotiating other terms and conditions of work.

## **C. PROCEDURE**

Upon the serving of a notice under Paragraph A, the parties will discuss the details of operation and working conditions of the proposed runs during a period of 20 days following the date of the notice. If they are unable to agree, at the end of the 20-day period, with respect to runs which do not operate through a home terminal or home terminals of previously existing runs which are to be extended, such run or runs will be operated on a trial basis until completion of the procedures referred to in Paragraph D. This trial basis operation will not be applicable to runs which operate through home terminals.

## **D. ARBITRATION**

1. In the event the Carrier and the organization cannot agree on the matter provided for in Paragraph A. and the other terms and conditions referred to in Paragraph B. above, the parties agree that such dispute shall be submitted to arbitration under the Railway Labor Act, as amended, within 30 days after arbitration is requested by the Carrier. The arbitration board shall be governed by the general and specific guidelines set forth in Paragraph B. above.
2. The Carrier and the organization mutually commit themselves to the expedited processing of negotiations concerning interdivisional runs, including those involving running through home terminals, and mutually commit themselves to request the prompt appointment by the National Mediation Board of an arbitrator when an agreement cannot be reached.
3. The decision of the arbitration board shall be final and binding upon both parties, except that the award shall not require the Carrier to establish interdivisional service in the particular territory involved in each such dispute but shall be accepted by the parties as the conditions which shall be met by the Carrier if and when such interdivisional service is established in that territory. Provided further, however, if Carrier elects not to put the award into effect, Carrier shall be deemed to have waived any right to renew the same request for a period of one year following the date of said award, except by consent of the organization party to said arbitration.

## **E. EXISTING INTERDIVISIONAL SERVICE**

Interdivisional service in effect on the date of this Agreement is not affected by this Article.

## **F. CONSTRUCTION OF ARTICLE**

The foregoing provisions are not intended to impose restrictions with respect to establishing interdivisional service where restrictions did not exist prior to the date of this Article.

## **G. PROTECTION**

The provisions of Article XIII of the January 27, 1972 Agreement (reproduced in Article 35.B. of this Agreement) shall apply to employees adversely affected by the application of this Article.

## **H. INDIVIDUAL ID SERVICE AGREEMENTS**

The individual Interdivisional Service Agreements are reproduced in Appendix A of this Agreement.

# **ARTICLE 14**

## **EXCEPTIONS - ROAD**

It is recognized by the parties that some of the rules in this Article 14 are inapplicable because the service no longer exists, but the rules are included and will be applicable should such service be resumed.

### **A. CIRCUS TRAINS**

Conductors and trainmen handling circus trains will be allowed a minimum of 133 miles at through freight rates for each move, this to include switching and loading and unloading circus; except when the time consumed making any move exceeds the through freight speed basis of 133 miles, overtime will be allowed for all time used in excess of the speed basis at the through freight overtime rate; provided that conductors and trainmen assigned to circus trains will be allowed not less than 133 miles for each calendar day held for such service. Straightaway runs with circus trains from terminal to terminal without stopping to exhibit will be paid for at through freight rates.

### **B. GOOD ROADS, AGRICULTURAL CARS, ETC.**

Conductors and trainmen making trips with Good Roads, Agricultural or Mine Rescue Exhibit Cars may be tied up between terminals when necessary and will be paid through freight rates for such service -- time to be continuous from time first ordered to report for duty until final release for the day. When making trips with Pay cars or Officers' Inspection Spedals, they will be paid as in through freight service. Not less than a basic day will be allowed for each calendar day held for such service.

### **C. ASHEVILLE DISTRICT**

1. Asheville-Hayne through freight runs are on a turnaround basis.
2. There may be an assignment of two through freight crews between Asheville and Statesville, run to be considered as straightaway.

### **D. ATLANTA DISTRICT**

1. Jessup, Georgia is to be considered as a terminal for the Atlanta District, and any through freight schedule between Jessup and Brunswick will be on a turnaround basis, except that Brunswick will be considered a terminal for one carded schedule in each direction.
2. There may be one assigned through freight crew with the terminal at Rome, Georgia, to run either way out of that point. Crews so assigned will be guaranteed a basic day for each calendar day.
3. Establishment of pool service to operate out of Chattanooga, Tennessee and Cleveland, Tennessee to Cedartown or Krannert, Georgia and return.

Crews may be operated between Chattanooga-Krannert or Cedartown and between Cleveland-Krannert or Cedartown, but are restricted to one turn from the away-from-home-terminal. Preferred crews are exempted but, if used, arrangements will be made to return the preferred crews to Atlanta in time to protect their assignment or be paid for the lost trip.

In the event the work calls for it, a pool may be established at Chattanooga to protect the short turns described above. Crews forced to this pool will be provided lodging and transportation at Chattanooga.

Cedartown and Rome-Krannert will be designated as conditional terminals for crews not operated in turnaround service. Crews tied up at Cedartown and Rome-Krannert will, at the expiration of eight (8) hours, be paid at the pro rata rate until departure. This does not apply to an assigned through freight crew which may be assigned as prescribed in this Article 14.

It is clearly understood that the establishment of this pool will be mutually agreed upon by the Local Chairperson and the Division Superintendent and will consist of one or more crews to operate between Chattanooga-Krannert or Cedartown and return and between Cleveland-Krannert or Cedartown and return. This pool may be abolished by the Division Superintendent if the pool is found unsatisfactory in providing the necessary service. This pool will protect wrecker and short turnaround service, including relieving crews for Hours of Service Law, between Chattanooga and Rome and Chattanooga-Cleveland and Rome.

If the first out pool crew at Chattanooga has made a trip as outlined and the need arises for a pool crew to operate another turn, the first out available pool crew not having made a turn will be used without penalty. In the event a situation arises where the only available crews in Chattanooga have made a turn as outlined before being operated into their home terminal and one crew is in pool service and the other in preferred, the pool crew must be used regardless of standing.

This provision may be terminated upon thirty (30) days written notification by either party signatory thereto.

## **E. BIRMINGHAM DISTRICT**

1. A maximum of four through freight crews may be assigned for service out of Anniston, Alabama, which will be considered a terminal only for through freight crews so assigned. Through freight crews assigned for service out of Anniston will be guaranteed a basic day for each calendar day.
2. It is agreed that the carded runs between Birmingham and Inman will be run through in either direction.
3. Through freight crews will be run from Birmingham to Bremen and return to Birmingham, allowing actual miles and overtime, if any, on the regular road basis; or in the event of a crew being relieved at Bremen the time so relieved shall be deducted, provided that crews shall be considered on duty



after having been relived at Bremen for eight hours. If held over eight hours, they will be paid overtime.

4. Crews on Jasper, Parrish and Russellville engines will be classed as and paid mine run rates. Rate to include switching at Jasper and Parrish and work between, and switching at Russellville, mine work on the Ensley and T.C.I. branches, and helping service.

## **F . CHARLOTTE DISTRICT**

This will confirm our understanding that in establishing turnaround through freight service between Charlotte, NC and Linwood, NC, the crews will be assigned with home terminal at Charlotte and will be guaranteed 100 miles for each calendar day.

This will also confirm our further understanding that the employees assigned to this run will be allowed to use the Charlotte Dormitory if space is available.

## **G. COLUMBIA DISTRICT**

1. The Carrier will establish two straightaway local freight assignments operating between Columbia, South Carolina and Hayne, South Carolina, with home terminal and relief point at Columbia. One of the assignments will have Saturday layover at Columbia and for this assignment the Local Freight Guarantee will not apply on Saturday but will apply on the calendar working days Sunday through Friday. The other assignment will have Sunday layover at Columbia and for this assignment the Local Freight Guarantee will not apply on Sunday but apply on the calendar working days Monday through Saturday. This is recognized as an exception to Article 3.E. of the Agreements relating to Local Freight Guarantee.
2. These assignments shall remain in effect only so long as the needs of the service require their operation and nothing herein shall be construed as limiting the Carrier's right to annul, abolish, or change assignments except that when these particular assignments are assigned to operate, the calendar working days for local freight guarantee purposes, shall be as stipulated above.
3. The so called "Camp Croft Switcher" assignment will have a regular fixed on-duty time which will not be changed without at least twenty-four hours' notice to the employees operating this run.
4. Columbia District trains may use the six-mile segment of the Charleston District between Aiken and Warrentonville in order to efficiently perform Columbia District work at Aiken and on the Columbia - Augusta line. Charleston District employees will retain exclusive rights to the performance of service on this six-mile segment pursuant to the schedule agreement, and if the organizations wish to allow a recapture of mileage by

Charleston District crews appropriate arrangements will be made upon the request of the General Chairpersons.

## **H. DANVILLE DISTRICT**

Local freight run or runs operating between Pomona and Durham, or vice, versa, will be bulletined to provide that they may, as and when necessary, make a side trip from University to Chapel Hill and return. For such sidetrips each crew which makes such a side trip is to be allowed, on the day such side trip is made, an arbitrary payment of 24 miles, it being understood that such arbitrary payment of 24 miles shall be used in absorbing overtime, if overtime accrues, on the day such side trip is made; overtime is to be computed after eight hours.

The effect of this is that the employee making a University to Chapel Hill side trip will be guaranteed a minimum payment of not less than 24 miles for each day he goes to Chapel Hill. If overtime is made on any such day, such arbitrary mileage is to be used to offset overtime payment on such day. In other words, crew will be paid either the arbitrary or overtime, whichever is greater, **but** not both.

Without precedent and in this particular case there being no necessity therefore, agreed that there will be no change of engines at University.

Train Nos. 66 and 67 will be presently bulletined to make the side trip when, as, and if necessary.

In the event of changed conditions making the bulletining of other trains necessary, this will be agreed to between the Local Chairperson and the Superintendent.

Norfolk Southern Railway rates shall apply so long as there is no separate operation on the State University Railroad.

## **I. GS&F DISTRICT**

1. a. GS&F trains operated between Valdosta and Albany will be manned by GS&F train and engine crews called or assigned to operate from Valdosta to Albany and return on a turnaround basis or between Valdosta and Albany on a straightaway basis.
- b. Crews called or assigned to operate on a turnaround basis will be paid under agreement rules for actual miles run, time to be computed continuously from time of going on duty in Valdosta until relieved at that point. However, if relieved in Albany for more than three hours, crew will be paid on a straightaway basis.
- c. Crews called or assigned to operate on a straightaway basis Valdosta to Albany or Albany to Valdosta will be paid under agreement rules for not less than a basic day in each direction, time to be computed and paid for under agreement rules from time of going on duty in Valdosta or Albany as the case may be until relieved in Valdosta or Albany. However, if relieved in Albany for three hours or less, time

will be computed on continuous time basis and crew will be paid on turnaround basis.

- d. This Agreement supersedes and takes precedence over agreement rules which conflict with it.
- e. This Agreement shall not establish a precedent and shall remain in effect until terminated or changed in accordance with the Railway Labor Act.

## 2. Intermediate Terminals GS&F

- a. Tifton is an intermediate terminal for southbound through freights handling cars for Tifton, connecting lines and points between Tifton and Valdosta, not including Valdosta and points south of Valdosta, with layover not to exceed twelve (12) hours at Tifton.
- b. Cordele and Hampton are conditional terminals for through freight crewshandling business to and from CSX and handling perishables in any direction from Cordele, layover not to exceed twelve (12) hours.

## J. KNOXVILLE DISTRICT

- 1. Through freight crews will be run from Knoxville or Sevier to Cleveland and return to Knoxville or Sevier, allowing therefore actual miles and overtime, if any, on regular road basis; or in the event of a crew being relieved at Cleveland for eight hours or less, they will be paid a basic day in each direction. If held over eight hours, they will be paid overtime.
- 2. Sevier-Jellico through freights are on a turnaround basis.
- 3. Sevier-Harriman Jet.-Oakdale through freights are on a turnaround basis.
- 4. Sevier-Triprell-Middlesboro through freights are on a turnaround basis.
- 5. Knoxville-Maryville line, the basis of pay is local freight rate. Rates include all switching pertaining to their service.
- 6. Morristown Switcher
  - a. (1) Effective September 15, 1954, the allowance of one hour arbitrary to trainmen for performing switching at Morristown will be discontinued.
  - (2) Effective same date, the trainmen who are members of the crew which performs the major portion of the necessary switching at Morristown will continue to receive pay at yard helper rate in lieu of local freight rate, unless and until a change is negotiated.

- (3) **Effective same date, the Company shall not be required to establish and station a crew at Morristown to perform the switching there.**
  - (4) **If, at some future date, the Company deems it desirable to and does specifically assign more than one crew to perform switching exclusively at Morristown, the Company agrees that consideration will be given to negotiating for the payment of yard helper rate to the trainmen on both crews.**
- b.
  - (1) **When only one crew is assigned to perform the major portion of the necessary switching at Morristown, this crew may be assigned as a Road Switcher under Article 10 of the basic Agreement and the trainmen thereon will receive pay at Yard Helper rate per Award No. 22 of Public Law Board No. 964.**
  - (2) **If, under Paragraph a.(4) above, more than one crew is specifically assigned to perform switching exclusively at Morristown, the additional crew or crews may each be assigned as a Road Switcher under Article 10 of the basic agreement and the trainmen thereon will be paid at the prevailing Road Switcher rate of pay.**
  - (3) **As two crews are presently assigned to perform switching at Morristown, it is further agreed that the No. 1 Morristown Switcher, on duty time 7:00 a.m., Monday through Saturday, is properly assigned as a Road Switcher and the trainmen on this crew will continue to receive pay at Yard Helper rate per Award No. 22 of Public Law Board No. 964.**

**7. TRIPS TO HARRIMAN**

**Freight train crews making trips from Harriman Junction to Harriman and return in connection with trips between Oakdale and Chattanooga, will not receive additional compensation therefor.**

**K. MERIDIAN - HATTIESBURG TURNAROUND TRIPS**

**Crews on Meridian-Hattiesburg turnaround runs may be relieved at Hattiesburg. They will be paid 100 miles in each direction whether released or not.**

**L. MOBILE DISTRICT**

- 1. **Coosa Pines**
  - a. **NSR, CGA and CSX Railroads negotiated for joint lease of certain tracks and facilities owned by the Federal Government at Coosa Pines, Alabama with crews of each to perform switching operations.**

**It is therefore agreed that when one or two crews are assigned at Coosa Pines, they shall be furnished and assigned as follows:**

CGA:	first twelve months
NSR:	second twelve months
CSX:	third twelve months

After the third twelve-month period, crews shall be rotated each twelve months in the above order.

- b. When and if three crews are assigned on and after August 16, 1970, the CSX, CGA and NSR shall each furnish and assign one crew. Employees so assigned shall be subject to and work under the rules of the agreement under which they establish and hold seniority rights; such assignments so established will be rotated between crews of CSX, CGA and NSR every three months, crew assigned to the first shift (the first assignment going to work after midnight) to change to the second shift, crew assigned to the second shift to change to the third shift and crew assigned to the third shift to change to the first shift effective January 1, April 1, July 1 and October 1 of each year.

The railroad assigned to the first shift (the first assignment going to work after midnight) will also furnish extra crews for all extra engines operated during that quarter.

In the event two or more of the assignments should be scheduled with the same starting time or more than three crews assigned, the assignments established will continue to be rotated between crews of the respective lines each three months. For example, in the event there are three engines assigned and the fourth is established, the fourth assignment will be manned by a crew furnished by the railroad working the first shift assignment during that quarter.

- c. Crews shall perform such service as may be required by the Carriers, regardless of which road may be furnishing the crew at the time, to and from connection at the main line of each road.
- d. During the period of the joint operation, the service shall be manned as follows:
- (1) Conductors and trainmen will be furnished from the road seniority lists of each respective railroad.
  - (2) Engineers and firemen (helpers) on NSR to be furnished in accordance with the seniority rules of NSR's agreements; engineers and firemen (helpers) on CGA to be furnished in accordance with the seniority rules of CGA's agreements and engineers and firemen (helpers) on CSX to be furnished in accordance with the seniority rules of CSX's agreements.
- e. Yard rates of pay will be applicable to all employees engaged in the joint service, with yard rates of pay to NSR engine service employees to conform to rates applicable to Birmingham District yards.

- f. **No time claims will be presented or punitive payments claimed because of one road handling the business of another within the area jointly served.**
- g. **This Article supersedes and takes precedence over the memorandum of Understanding executed at Birmingham, Alabama, on June 29, 1948, and shall be effective for the duration of the joint switching arrangement.**

## **2. McIntosh Local**

**The Carrier may establish one or more local freight assignments to go on and off duty at McIntosh, Alabama, subject to the following conditions:**

- a. **Crew members on these assignments will be allowed pay at the standard five-day yard rate of pay.**
- b. **Extra Board employees filling temporary vacancies will be furnished lodging at Jackson, Alabama, and the Carrier will provide transportation between there and McIntosh for such employees; except that such employees may be furnished lodging at McIntosh, if suitable lodging becomes available at McIntosh.**
- c. **Road rules will be applicable to these assignments.**
- d. **Working limits for these assignments will be between Jackson (M.P. 87.5) and Calvert (M.P. 114.9).**

## **3. Birmingham-Yellowleaf**

- a. **A maximum of two through freight crews may be established for service out of Birmingham, Alabama to Yellowleaf, Alabama, and return. Birmingham, Alabama will be considered the terminal for through freight crews so assigned; employees who are regularly assigned in this service will be guaranteed a minimum of 1,032 miles per calendar week or equivalent thereof, Monday to be the first day of the calendar week.**

**Regularly assigned employees who are available for service the entire week and who do not lay off of their own accord shall receive the weekly guarantee of 1,032 miles. Such employees regularly a portion of a calendar week will receive a daily guarantee of 172 miles for each day so assigned.**

**When regularly assigned employees lay off of their own accord or are unavailable for service for other reasons, they will have deducted from the weekly guarantee a daily guarantee of 172 miles for each day or portion of a day not available.**

**This article shall remain in effect subject to thirty (30) days' written notice by any party hereto of desire to cancel, alter or amend.**

b. The Carrier may establish an assignment to provide service for the Yellowleaf Power Plant, subject to the following conditions:

- (1) The assignment will go on and off duty at Bessemer, Alabama.
- (2) Road switcher rates and rules will apply to employees operating in this service.
- (3) Any work performed by this assignment within the confines of AGS territory will be limited to work in connection with assembling or disposing of its own train.
- (4) The mileage of this assignment consists of 127 miles on the Mobile District and 6 miles on the AGS District. Actual mileage operated will be allowed train crews in this service.
- (5) Mobile District employees will be entitled to 95% and AGS District employees will be entitled to 5% of the service. Carrier will maintain records of trips operated in this service, and when an inequity of 1,330 miles is reached, then service will be protected from the other district until the equity is equalized. Such records will be furnished to the local chairmen on a quarterly basis.

In the event no prior rights AGS District employee bids on the assignment, the job will revert to employees of the Mobile District; however, this will not bar an AGS District employee with a displacement right from obtaining this assignment at a later date.

- (6) While this assignment, as originally established, will be bulletined to operate five days per week, the Carrier reserves the right to rebulletin the assignment as a six or seven day road switcher as operating conditions warrant and operate extra trains in this service as necessary to meet the needs of the service.
- (7) The parties to this agreement recognize that if changing circumstances affect the operation of this assignment as set forth in this agreement, they will meet and in good faith attempt to conform this agreement with such circumstances.

#### 4. Anniston

Mobile District through freight crews may be relieved at Anniston for eight hours or less. If held over eight hours, they will be paid overtime after being off duty eight hours until again going on duty.

## **M. RICHMOND DISTRICT**

- I. Mixed train No. 108, or trains operated in lieu thereof, will be bulletined to operate Durham through Oxford Junction to Henderson, then to Keysville via either Oxford Junction or Oxford, for which the crew will be paid not less than 128 miles at local freight rates, with overtime based on miles actually run divided by speed basis.**
- 2. Mixed train No. 107, or trains operated in lieu thereof, will be bulletined to operate Keysville to Durham, for which they will be paid not less than a basic day at local freight rates and if the crew on train No. 107, or trains operated in lieu thereof, is required to make a side trip Oxford Junction or Oxford to Henderson and return, they will be paid therefore not less than a minimum day's pay at rate applicable to class of service performed for such side trip.**
- 3. The past practice of operating extra service or additional assigned service Keysville and/or Durham to Henderson and return, paying therefore on mileage and-continuous time basis, may be continued.**
- 4. This Memorandum Agreement will continue in effect subject to cancellation or revision upon thirty (30) days' written notice from one party to the other.**

## **N. ST. LOUIS - LOUISVILLE DISTRICT**

- 1. Switching rate at Belleville covers service on Miners' Special between Belleville and Shiloh.**
- 2. There may be a sufficient number of through freight crews assigned between Louisville and Huntingburg to be run from Louisville to Huntingburg and return, allowing thereof actual miles and overtime, if any, on schedule basis, or in the event of their being relieved at Huntingburg for eight hours or less they will be paid a basic day in each direction. If held over eight hours, they will be paid overtime.**
- 3. Lexington will be considered a conditional terminal and conductors and trainmen may be relieved for a period of eight hours or less. Time on return trip to begin at expiration of eight hours from time of release on arrival.**
- 4. Duncan Hill Pusher Service**
  - a. Switching rate at New Albany covers helping trains up Duncan Hill.**
  - b. (1) Yard crews that perform general yard switching may continue to perform pusher service as and when necessary as a part of their normal and regular duties.**
  - (2) If the Carrier established additional pusher service crews at New Albany, such crews will perform service under the Yard Agreement and shall consist of a yard foreman in addition to any engine crew covered by other agreements. Such crews**



shall be confined to the performance of pusher service exclusively but Carrier shall have the right to require the performance of general yard switching and yard work train service of such pusher crews, provided the assignment is filled in accordance with the Crew Consist Agreement.

- (3) Starting time rules in the current agreement with yardmen shall continue to apply to New Albany yard crews assigned to the performance of general yard and industrial switching that perform pusher service as an incidental part of their duties without regard to the establishment of additional pusher service crews. The starting time rules shall not apply if two additional crews are established at New Albany for pusher service but such crews shall be coupled, as to starting time, with an existing crew or crews. If only one additional crew is established at New Albany for pusher service the starting time rules shall apply.
- (4) -The practice of utilizing road trainmen from the St. Louis District East to fill vacancies in yard service at new Albany will be continued.
- (5) New Albany yard crews, including those assigned exclusively to pusher service, may continue to be tied up at Louisville, Kentucky. The point for such crews going on and off duty will be the same. The regularly assigned yard crews may continue to handle cars between Louisville and New Albany which are destined to or originate within the switching limits of New Albany, as well as restricted load and bad order cars. Crews in exclusive pusher service, regular or extra, will not be required to perform this service unless the assignment is filled in accordance with the Crew Consist Agreement. This will not prohibit road crews from setting out and/or picking up cars at New Albany as has been the practice in the past.
- (6) This agreement is not intended to change jurisdiction of yard employees within the limits of New Albany, Indiana, nor switching limits as previously agreed to.

## 5. Rockport-Cannelton Branches

- a. Service is established to be operated between Huntingburg and Rockport-Cannelton with basis of pay local freight rate; the rates to cover all work.
- b. The excepted run established under this Agreement will be operated between Huntingburg and Rockport-Cannelton with terminus at Huntingburg.
- c. Between Huntingburg and Lincoln City no tonnage will be handled except that destined to and/or from the Rockport-Cannelton Branches

**and no switching will be performed between Lincoln City and Huntingburg.**

- d. The conditions will be the same as those now in effect on the Rockport and Cannelton Branches and one or more trips may be operated over the entire area of the Rockport and Cannelton Branches or any leg thereof, with payment on continuous time basis from time of going on duty at Huntingburg to final relief at Huntingburg.**
- e. If it becomes necessary or desirable because of increase in business on the Rockport-Cannelton Branches to operate additional service, the Carrier may use extra crews for such service, and when so used, such crews will be governed by the provisions of this Memorandum.**

**6. Lawrenceburg-Lexington Branch**

- a. The home terminal for local freight service presently identified as TrainNos. 21/22 will be relocated from Lawrenceburg, Kentucky to Lexington, Kentucky**
- b. The service will be operated between Lexington and Lawrenceburg with a minimum of a basic day for such services, local rates and guarantees apply.**
- c. One or more trips may be made by this crew provided no trip may be started out of Lexington terminal after the crew has been on duty eight (8) hours except by payment of an additional day.**
- d. This crew may be required to perform service in Lexington terminal to the extent such work could be required immediately prior to the effective date of this Agreement.**

- 7. This Article shall be effective as of February 6, 1950, and supersedes and cancels the exception contained in the schedules and the Memorandum of Understanding dated March 28,1935, and shall remain in effect subject to thirty days' written notice by any party hereto of desire to cancel, alter or amend.**

**Work trains will be manned by conductors as follows:**

**Work trains originating at Louisville will be manned by Louisville board up to Huntingburg.**

**Work trains originating at Princeton, working between Princeton and St. Louis, will be manned by the Princeton Board.**

**Work trains originating at Princeton, working between Princeton and Huntingburg, will be manned by the Princeton Board.**

Crews manning work trains originating at Louisville or Princeton may perform service on the Huntingburg branches. Work train service exclusively performed on the Huntingburg branches will be manned by conductors from the Princeton Board and trainman from the Huntingburg Board.

It is understood that to complete a day's work, a work train may lap over beyond the above mentioned territories.

In connection with operation of Sperry car, weed burners, etc., when the movement originates at Louisville, it will be protected by the Louisville Board to Princeton, and by the Princeton Board between Princeton and St. Louis. Movements originating at St. Louis will be protected by the Princeton Board between St. Louis and Princeton and will be protected by Louisville Board between Princeton and Louisville.

It is understood to complete a day's work, crews will be permitted to work East and West of Princeton and Huntingburg.

## 0. WASHINGTON DISTRICT

### 1. Calverton Warrenton Branch

- a. Local freight run or runs operating between Alexandria and Weyburn or between Alexandria and a point between Alexandria and Weyburn or vice versa, will be bulletined to provide that crew may, if and when required, make a side trip from Calverton to Warrenton and return.
- b. Each crew which makes such side trip shall be allowed, on the day such side trip is made, an arbitrary of eight (8) miles, separate and apart from all other earnings.

The effect of this is that employees with a seniority date on or before October 31, 1985, making a side trip, Calverton to Warrenton, will be guaranteed a minimum payment of not less than eight (8) miles for each day they go to Warrenton. If overtime is made on such day, such arbitrary mileage is not to be used to offset overtime payment on such day. In other words, crew will be paid the arbitrary in addition to such overtime as may accrue on the trip.

- c. Train No. 61 and 62 now assigned on tri-weekly basis will be bulletined to make the side trip, when, as, and if required.
- d. In the event of changed conditions making it necessary to bulletin other runs to make a side trip Calverton to Warrenton and return, this will be agreed to between the Local Chairperson and the Superintendent.
- e. This understanding is entered into without precedent or prejudice to the contentions of the parties.

- f. **This Memorandum of Understanding shall take precedence over Agreement rules in conflict therewith, shall be effective from and after June 15, 1948, and shall remain in effect subject to thirty (30) days' written notice by any party hereto of desire to cancel, alter or amend.**

2. **Harrisonburg Branch**

**Strasburg, Virginia, will be considered a conditional terminal. Through freight crews operating between Potomac Yard or Alexandria and Strasburg may be relieved at Strasburg for eight hours or less, time on return trip to begin at expiration of eight hours from time of release on arrival, or at time of reporting for duty if required to report earlier. Such crews when turned at Strasburg will be paid for a basic day and overtime, if any accrues, for each leg of the trip, computed separately, regardless of whether crew is or is not relieved at that point.**

**P. WINSTON-SALEM DISTRICT**

1. **Winston-Salem-Wilkesboro freight run is on a turnaround basis.**
2. **Winston-Salem-Greensboro through freights are on a turnaround basis.**
3. **Winston-Salem-Spencer (via Barber) through freights are on a turnaround basis.**

# **ARTICLE 15**

## **YARD METHODS OF PAY**

### **A. BASIC DAY**

Eight hours or less shall constitute a day's work.

### **B. OVERTIME**

#### **1. Regular Assigned Employees**

- a. Except when changing off where it is the practice to work alternately days and nights for certain periods, working through two shifts to change off, or where exercising seniority rights from one assignment to another, all time worked in excess of eight hours continuous service in a 24-hour period shall be paid for as overtime, on the minute basis, at one and one-half times the hourly rate.
- b. Actual time on the minute basis at overtime rates will be allowed for service performed by a yardman on a succeeding trick when a relief yardman of such succeeding trick fails to report at the fixed starting time. If the regular employee reports late and relieves the employee working through, the regular employee will be paid only for the actual time worked on the minute basis.

#### **2. Extra Employees**

- a. Except as indicated below or when changing off where it is the practice to work alternately days and nights for certain periods, working through two shifts to change off, or where exercising seniority rights, all time worked in excess of eight hours continuous service in a twenty-four hour period shall be paid for as overtime on a minute basis at one and one-half times the hourly rate.

In the application of this rule, the following shall govern:

- (1) This rule applies only to service paid on an hourly or daily basis and not to service paid on mileage or road basis.
- (2) A tour of duty in road service shall not be used to require payment of such overtime rate in yard service. (The term "road service", as used in this Paragraph 2. shall not apply to employees paid road rates, but governed by yard rules.)
- (3) Where an extra employee commences work on a second shift in a twenty-four hour period he shall be paid at time and one-half for such second shift except when it is started twenty-two and one-half to twenty-four hours from the starting time of the first shift. A twenty-four hour period, as referred to in

**this rule, shall be considered as commencing for the individual employee at the time he started to work on the last shift on which his basic day was paid for at the pro rata rate.**

- (4) An extra employee changing to a regular assignment or a regularly assigned employee reverting to the extra list shall be paid at the pro rata rate for the first eight hours of work following such change.**
- (5) Except as modified by other provisions of this rule, an extra employee working one shift in one grade of service and a second shift in another grade of service shall be paid time and one-half for the second shift, the same as though both shifts were in the same grade of service, except where there is another employee available to perform the work at pro rata rate.**

**-NOTE 1:**

**The adoption of this rule shall not affect any existing rule' relating to service performed on a succeeding trick when an employee's relief fails to report at the fixed starting time.**

**NOTE 2:**

**An extra employee having worked a full tour of duty, who is called back in relief for a short tour and commences work more than twenty-two and one-half hours after starting time of his full tour, is entitled to pay only at pro rata rate for his short relief tour. An extra employee having worked at pro rata rate in relief for a short tour of duty, who commences work on another tour within twenty-two and one-half hours after he commenced work on his short relief tour, is entitled to pay at time and one-half rate for his second tour. In other words, the time the employee commences work on his short tour (not starting time for that shift) governs both types of cases.**

### **3. General**

- a. Employees worked more than five straight time eight-hour shifts in yard service in a work week shall be paid one and one-half times the basic straight time rate for such excess work, except:**
  - (1) When changing off where it is the practice to work alternatively days and nights for certain periods;**
  - (2) When working through two shifts to change off;**
  - (3) Where exercising seniority rights from one assignment to another;**

- (4) Where paid straight time rates under existing rules or practices for a second tour of duty in another grade or class of service;
- (5) Where days off are being accumulated under Article 18, Paragraph 2 .c.

In the event an additional day's pay at the straight time rate is paid to a yard service employee for other service performed or started during the course of his regular tour of duty, such additional day will not be utilized in computing the five straight time eight-hour shifts referred to in this Paragraph 3.a.

- b. There shall be no overtime on overtime; neither shall overtime hours paid for, nor time paid for at straight time rate of work referred to in Paragraph 3.a., be utilized in computing the five straight time eight-hour shifts referred to in such Paragraph 3.a., nor shall time paid for, where required by schedule rules, in the nature of arbitraries or special allowances, such as attending court, inquests, investigations, etc., be utilized for this purpose, except when such payments apply during assigned working hours in lieu of pay for such hours, or where such time is now included under existing rules in computations leading to overtime. Existing rules or practices regarding the basis of payment of arbitraries or special allowances such as attending court, inquests, investigations, etc., also for calls, basic day, starting time (except as otherwise provided in Article 18, Paragraph 3.) and similar rules are not affected by the provisions of this Article.
- c. Any tour of duty in road service shall not be considered in any way in connection with the application of the provisions of this Article, nor shall service under two Agreements be combined in any manner in the application of this Article.

## **C. ARBITRARIES AND SPECIAL ALLOWANCES**

### **1. Arbitraries and Special Allowances**

Where it has been the practice or rule to pay a yard crew, or any member thereof, arbitraries or special allowances, or to allow another minimum day for extra or additional service performed during the course of or continuous after end of the regularly assigned hours, such practice or rule is hereby eliminated, except where such allowances are for individual service not properly within the scope of yard service, or as provided in C.2. below.

### **2. Service Outside Switching Limits**

Where regularly assigned to perform service within switching limits (except as amended by Article 23.D.), yard crews shall not be used in road service when road crews are available, except in case of emergency. When yard

crews are used in road service under conditions just referred to, they shall be paid miles or hours, whichever is the greater, with a minimum of one hour, for the class of service performed, in addition to the regular yard pay and without any deduction therefrom for the time consumed in said service.

**NOTE 1:**

A road crew is available when rest is up and is subject to call.

**NOTE 2:**

The above payments are limited to employees whose seniority date precedes October 31,1985 and is not subject to general or other wage increases.

## **D. FOREMEN AT BROSNAN YARD RELEASING RETARDERS**

If a yard foreman at Macon, Georgia is required to release automatic or static car retarders installed as a safety feature on pullback tracks at Brosnan Yard as an incidental part of his duties, through the use of remote controls such as, but not limited to, panel buttons or levers, he shall not be entitled to pay at the established rate for car retarder operators nor to an additional day's pay for performing such incidental service. A yard foreman who is required to so release these car retarders as an incidental part of his regular duties will receive the established rate of pay for hump foreman.

## **E. INCREASE IN HUMP FOREMEN RATE IN CAR RETARDER YARDS AND OPERATION OF RETARDER CONTROLS**

1. The daily rate of pay for hump foremen employed in Carrier's car retarder yards at Knoxville and Atlanta, in effect on June 15,1971, shall be increased in the amount of \$1.00, effective June 16,1971.
2. Effective June 16,1971, the daily rate of pay for hump foremen employed in Carrier's other car retarder yards shall be increased to produce the same daily rate of pay as in effect for hump foremen at Knoxville and Atlanta on June 16,1971.
3. The increases provided herein establish the hump foreman's pay as the same amount paid to car retarder operators prior to the date of this Article plus one dollar (\$1.00) per day. No claim shall be made for an employee for payment at the new car retarder operator rate unless the employee involved is assigned to the full time operation of retarder controls for the entire yard to which he is assigned.)
4. Paragraph 3. above notwithstanding, when a hump conductor in the absence of a CR0 is responsible for the operation of retarder controls for the entire yard, he shall be paid the car retarder operator's rate.



**NOTE:**

In consideration of the Agreement executed January 15, 1981, covering the increase in rate of pay of hump foreman, the Organization withdrew its objections (identified by Mr. R. E. Loomis' letter of July 28, 1980) to the planned changes at Brosnan Yard as a result of process control humping and agreed that any claims based on said objections would not be entertained nor allowed.

## **F. COUPLING AND UNCOUPLING AIR, STEAM OR SIGNAL, HOSE**

1. a. Except as provided in Paragraphs 2. and 3. below, when a member(s) of a yard ground crew is required by specific instructions from proper authority (Assistant Yardmaster or above) to couple or uncouple air, steam or signal hose, each member of such yard ground crew will be paid an arbitrary allowance of ninety-five cents (\$.95), regardless of which member(s) of such yard ground crew performs the work. This arbitrary allowance will be paid only once in the course of a tour of duty, even though such work is performed more than once, and the payment of ninety-five cents (\$.95) arbitrary allowance will constitute full compensation for all such work performed during the tour of duty.

- b. **Applicable to former K&IT Yardmen**

Yard foremen and yard helpers will be allowed an arbitrary payment (commonly referred to as air hose arbitrary) in the manner set forth therein, in addition to all other compensation for each tour of duty worked, or entitled to have worked, or while on vacation. The arbitrary payment shall be as follows

Yard Foremen	\$2.56
Yard Helpers	\$2.68

2. The arbitrary allowance provided in Paragraph 1. hereof will not apply to nor will additional compensation be allowed yardmen when required to couple and/or uncouple air, steam or signal hose:

- a. In switching passenger trains at stations
  - b. Between engine and first car or engine and caboose/POT
  - c. Between last car and caboose/POT
  - d. In case of cuts or trains parting
  - e. In case of defective hose
  - f. In handling backup hose
  - g. Where cuts are made at crossings
  - h. Where double is made from one track to another
  - i. To pick up cars (other than coupling the hose between two or more cars picked up at one time from the same track)
  - j. To set out cars from yard or transfer cuts (including bad orders)
- 3. The arbitrary allowance provided in Paragraph 1. hereof will not apply in any instance in which air hose can be uncoupled without damage to equipment by simply "pulling the pin".
  - 4. Nothing in this Article shall be construed as intending that only yardmen may be used to couple or uncouple air hoses.

## **G. ASSIGNMENT TO OTHER DUTIES**

Yardmen assigned to other than their regular duties will not be paid less than their regular rates, but when assigned to a position where a higher rate applies will receive the higher rate.

## **H. WORKING ON TWO POSITIONS**

When an employee works on two positions in an emergency, such as yard helper and yard foreman, it is agreed in such instances that, if a yard helper is also used as a yard foreman on the same assignment, he will be paid for the entire tour of duty at yard foreman's rate.

If a yard helper is also used as a yard foreman on an assignment other than his own, he will be paid not less than a minimum day for each position *on which* service is performed.

# **ARTICLE 16**

## **YARD ASSIGNMENTS**

### **A SCHEDULES**

1. Yardmen shall be assigned for a fixed period of time which shall be for the same hours daily for all regular members of a crew. So far as it is practical, assignments shall be restricted to eight hours' work. (See Article 18 for Establishment, Abolishment and Annulment.)
2. Jobs operated regularly for less than five (5) days per week will not be bulletined, but will be filled by crews made up from the Extra Board. When regular five-day jobs are established, bulletin will specify the off days.

#### **NOTE:**

This does not refer to assignments of five (5) days or more which may be occasionally worked less than five (5) days.

### **B. POINT FOR BEGINNING AND ENDING OF DAY**

1. All regularly assigned yard crews shall have a designated point for going on duty and a designated point for going off duty.
2. The point for going on and off duty will be governed by local conditions. In certain localities instructions will provide that yardmen will report at the hump, others report at yard offices, the others at engine houses or ready tracks. It is not considered that the place to report will be confined to any definite number of feet, but the designation will indicate a definite and recognized location.

### **C. STARTING TIMES**

1. Regularly assigned yard crews shall each have a fixed starting time, and the starting time of a crew will not be changed without at least 48 hours' advance notice. Practices as to handling of transfer crews are not affected by this Article.
2. Where three eight-hour shifts are worked in continuous service, the time for the first shift to begin work will be between 6:30am and 8:00am; the second between 2:30pm and 4:00pm; and the third between 10:30pm and 12:00 midnight.
3. Where two shifts are worked in continuous service, the first shift may be started during any one of the periods named in Paragraph 2.

4. Where two shifts are not worked in continuous service, the time for the first shift to begin work will be between the hours of 6:30am and 10:00am and the second not later than 10:30pm.
5. Where an independent assignment is worked regularly the starting time will be during one of the periods provided in Paragraph 2. or 4.
6. At points where only one yard crew is regularly employed, they can be started at any time, subject to Paragraph 1.
7. Where mutually agreeable on account of conditions produced by having two standards of time, starting time may be changed one hour from periods above provided.

**NOTE 1:**

Exceptions to starting time rules may be agreed upon by the Management and General Committees to cover local service requirements.

**NOTE 2:**

Extra yard crews at Chattanooga Traction Company may be started at any time.

## **D. CALCULATING ASSIGNMENTS AND MEAL PERIODS**

The time for fixing the beginning of assignments or meal periods is to be calculated from the time fixed for the crew to begin work as a unit without regard to preparatory or individual duties.

## **E. LUNCH TIME**

1. Yard crews will be allowed 20 minutes for lunch between 4 1/2 and 6 hours after starting work without deduction in pay.
2. Yard crews will not be required to work longer than six hours without being allowed 20 minutes for lunch with no deduction in pay or time therefor.

## **F. CHANGE IN CONDITIONS**

1. **Applicable to Southern**

A change of thirty minutes or more in the starting time, or a change under "Point for Beginning and Ending of Day" rule, of a crew holding a regular yard assignment shall constitute a change in conditions and yardmen will have the right to exercise their seniority to or from such assignments.

2. **Applicable to CNO&TP, AGS and New Orleans Terminal**

Where there is a change in conditions, as defined below, the jobs affected will, upon request of the Local Chairperson in writing within six (6) days, be advertised as permanent vacancies and filled in accordance with the rules. The following shall be called a change in conditions:

- (a) A change in the starting time of thirty (30) minutes or more.
- (b) A change in the point of going on or off duty.
- (c) A change in off days of a regular assignment.
- (d) A change in crew consist (Article 3 7).

**NOTE:** The provisions of Article 17.C.6., with respect to exercising displacement right by giving forty-eight (48) hours' notice, are not effective during the six-day period referred to above, nor during the bulletin period if bulletined on request of Local Chairperson.

In the event the jobs are bulletined, the employees on such jobs will hold same until expiration of the bulletin period. If they desire the jobs, they must bid on them. At expiration of the bulletin period the jobs will be given to the senior qualified applicants.

## **G. UNASSIGNED YARD WORK TRAINS AND PILOT SERVICE**

1. Unassigned yard work trains and extra pilot service will be manned by the senior qualified yardman making application for same.

**NOTE:**

All positions of foreman in charge of yard crews, including crews engaged in work train service, and all positions termed "pilot", provided such positions pay yard foreman's rates, shall be filled by the senior qualified yard foreman. His seniority as foreman dates from the date of his entry into the service as yard helper.

It is agreed that a senior yardman now holding a position referred to herein paying foreman's rate may not be displaced by a yardman senior to him as foreman unless and until a displacement right accrues under schedule rules.

2. **Passenger Pilots**

When passenger pilot crew consists of one employee, he will receive yard foreman's pay. If the crew consists of more than one employee, the head pilot will receive yard foreman's pay and the remainder of the crew will receive yard switchman's pay. Yard rules will apply to pilots and pilots' helpers.

### **3. Work Train Service**

- a. Work trains operating exclusively within switching limits, as defined on August 25, 1978, shall be manned by yard crews; yard rates to apply.
- b. Work trains operated partly in switching limits and partly on line of road ("line of road" being outside switching limits) shall be manned by road crews; work train rates to apply.

**NOTE: Applicable to yardmen at Chattanooga, Tennessee, who may work in work train service on the AGS, if no road crew is available at Chattanooga, yard crews may be used for work train service partly outside of Chattanooga yard limits, provided they do not perform more than two (2) days' continuous service and do no work south of Wauhatchie. Pool freight crews at Chattanooga shall not be deemed to be available under this rule. Pool crews, or regular road crews may claim this service. Yard crews performing this service shall be paid yard rates.**

- c. Work trains operated on line of road shall be manned by road crews; work train rates to apply.

**NOTE:**

**Refer to December 6, 1991 Crew Consist Agreement in determining crew size for work trains.**

## **H. INSTRUCTIONS. TO YARD CREWS**

Instructions to yard crews will be given to the foreman in charge of the crew, except in case of extreme emergency.

## **I. YARDMASTERS PERFORMING YARD WORK**

Yardmasters will not be permitted to perform yardmen's work.

## **J. YARDMEN LAYING OFF**

1. When regularly assigned yardmen lay off of their own accord they must report for duty at least six (6) hours prior to the starting time of their assignment. This will not prevent calling employees who have not reported in an emergency.
2. Extra yardmen laying off will not be permitted to mark up for service within less than twelve (12) hours from the time they mark off, and when they report for duty they will be marked up at the foot of the Extra Board. This does not prevent calling these employees in an emergency.

## **K. EXTRA BOARDS**

The Carrier will regulate the number of employees assigned to Extra Boards.

Extra employees will work first-in first-out. When necessary to reduce the Extra Board, the youngest employee(s) in point of service will be taken from the Board. Employee(s) so reduced will not be considered out of service of the Company and will be returned when needed, in accordance with their seniority, provided they keep the proper officers of the Company advised in writing of their address, copy of such advice to be furnished the Local Chairperson upon request; and, provided further, that they report for duty within fifteen (15) days after notice that their services are needed is given, copy of this notice to be furnished to the Local Chairperson.

# **ARTICLE 17**

## **YARD SENIORITY RIGHTS**

### **A; BULLETINING RUNS**

#### **1. Applicable to Southern**

Runs made vacant and new runs created will be promptly bulletined within a reasonable time for a period of five days and no run will be considered filled until it has been bulletined as required by this Article.

#### **2. Applicable to CNO&TP and AGS except NOT**

- a. When a new run is created or a permanent vacancy occurs, it will be bulletined for five (5) days and the senior qualified yardman making application, in writing, shall have the right to the position and be assigned at the expiration of the fifth day; if possible, will be placed on the sixth day, and in no event will be placed later than the eighth day. If no applications are received for a permanent vacancy on a yardman's position, the junior Extra Board yardman will be assigned to the position and may return to the Extra Board only when there is a yardman junior to him on the Extra Board. The original bulletin provided for above may also include a provision that bids will be accepted on vacancies resulting from such bulletin.

#### **NOTE 1:**

The method of bulletining runs as provided for in this Paragraph a. above may be changed provided it is mutually agreed to in writing between the Superintendent and Local Chairperson.

A yardman may vacate a regular assignment and go on the Extra Board by making advance written request to do so to the Superintendent of Terminals, with copy to the Local Chairperson, and only then to the extent the Extra Board calls for additional employees.

#### **NOTE 2: Applicable to NO&NE**

A regularly assigned yardman may place himself on the Extra Board, in addition to the employees thereon, when a junior yardman is placed or places himself on the Board provided he does so within three days of the day the junior employee is placed or places himself thereon.

- b. During the bulletin period, vacancies will be filled from the Extra Board.



c. **(1) Applicable to CNO&TP and AGS**

**Yardmen off duty, or absent, for any cause during the entire period of the bulletin may, before their return to duty, exercise their seniority on jobs made vacant during their absence. This does not apply in case a yardman is discharged and later re-employed. (See Article 22., Paragraph J.).**

**(2) Applicable to NO&NE**

**Yardmen off duty for any cause during the entire period of the bulletin may, upon their return to duty, exercise their seniority on the jobs made vacant during their absence, provided they do so within five (5) days after returning to duty.**

**(3) Applicable to NO&NE**

**In case a yardman is away from his home terminal or absent account sickness or other cause during the bulletin period, he will have five (5) days after his return in which to claim any run bulletined during his absence. This does not apply in case of a yardman being discharged and later re-employed. ( See Article 22., Paragraph J.)**

d. **Applicable to CNO&TP and AGS**

**Yardmen voluntarily vacating a run will not be permitted to bid on the run thus vacated under the bulletining resulting from their leaving the run, unless a displacement right accrues before bulletin period expires.**

e. **Applicable to N.O.T. only.**

**A yardman who places himself on the Extra Board when he could hold or take a regular position or a temporary vacancy on a regular position must remain on the Extra Board until midnight of the 30th calendar day following the day he so places himself unless he is cut off due to adjustment of number of employees on the Extra Board. In that period he cannot exercise seniority to any regular position or temporary vacancy by 48-hour notice or by oral or written claim, bid, application or any other means; he can work only from the Extra Board during that fill period. No oral or written notice, claim, bid or application for any position received from him at any time during that period will be recognized or acted upon then or later.**

f. **Applicable to NO&NE only**

**Yard Helpers**

- (1) When a temporary vacancy occurs in yard service, it will be filled from the Extra Board for the first five (5) days, first-in and first-out, except that this will not debar a yardman holding one position on a crew from taking the temporary vacancy on another position on the crew the first day, seniority permitting. If such vacancy continues for more than five (5) days, after the fifth day such vacancy will be filled by the senior yardman making application for same, and he will hold it until return of the regular employee or until displaced by a senior employee who has a displacement right.
- (2) When a yardman who has claimed a temporary vacancy under (1) above is displaced by return of the regular employee, or by a senior employee who has a displacement right, he may claim any other temporary vacancy existing which is held by a junior employee.
- (3) If the yardman who created the temporary vacancy again lays off or goes on another run before he actually performs service on his own run, then his run constitutes a vacancy and shall be filled by the senior yardman desiring it or reclaimed by an employee formerly holding it according to seniority; if not claimed by either, shall be filled in accordance with (1) above.
- (4) The "Temporary Vacancies" rule does not apply to yard work train service or pilots. Yard work train service or pilots will be filled by senior qualified employees requesting same.

**Yard Foremen**

- (1) Yardmen desiring extra foreman's work shall file written application to this effect and, if qualified, shall thereafter be required to protect foreman's vacancies in accordance with the provisions of this rule, unless and until they serve written notice cancelling such request. In the event a yardman serves written notice cancelling request for extra foreman's work, he cannot reinstate request for extra foreman's work within less than thirty (30) days.
- (2) When the regular foreman of a yard crew is off, the temporary vacancy created will be filled for the first two (2) working days by the senior available qualified regularly assigned helper who has filed written request for extra foreman's work and who stands for service on the shift on which the vacancy occurs. In the event the vacancy cannot be filled as provided above account no such employee being available, the vacancy will be filled by the employee standing first out on the Extra Board,

if qualified, regardless of whether he has made request for extra foreman's work. In the event the employee standing first out on the Extra Board is not qualified, the junior available qualified regularly assigned helper standing for service on the shift on which the vacancy occurs will be used, regardless of whether he has requested extra foreman's work.

- (3) Temporary vacancies after a period of two (2) working days will be filled by the senior qualified yardman making application, in writing, for same, and he will hold the vacancy until return of the regular employee or his is displaced by a senior employee who has a displacement right.

When a yardman who has claimed a temporary vacancy under the Paragraph next above is displaced by return of the regular employee, or by a senior employee who has a displacement right, he may claim any other temporary vacancy existing which is held by a junior employee.

- (4) Temporary vacancies as foreman not claimed under Paragraph (3) will be filled as provided in Section (2).
- (5) When an extra engine is used, the senior available qualified regularly assigned helper standing for service on the shift on which the extra engine is to be used, who has requested extra foreman's work in line with the provisions of Paragraph (I), will be used to fill the foreman's job; in the event there is no such employee available, the foreman's job will be filled by use of the senior qualified of the employees standing first out on the Extra Board. If none of the employees on the Extra Board is qualified, the junior available qualified regularly assigned helper standing for service on the shift on which the extra engine is to be used will be called and must protect the service.
- (6) The "Temporary Vacancies" rule does not apply to yard work train service or pilots. Yard work trains or pilots will be filled by senior yardmen requesting same.

## **B. RECORDS**

Records will be maintained at all terminals for the assignment of crews and extra employees. Access to records as to assignments will be permitted.

## **C. PERMANENT VACANCIES**

- 1. When a new run is created or a permanent vacancy occurs, the most senior qualified yardman applying in writing within the bulletin period shall be assigned at the expiration of the fifth day if possible, will be placed on the

sixth day, and in no event, will he be placed later than the eighth day; provided employees on temporary vacancies, if they elect to remain on a temporary vacancy and so advise in advance, need not be placed until such temporary vacancy expires. Assignments working consecutively for six days shall be bulletined promptly within a reasonable period after the expiration of the sixth day.

2. If no applications are received for a permanent must fill vacancy on a switchman's position, the junior Extra Board yardman will be assigned to the position and may return to the Extra Board only when there is a yardman junior to him on the Extra Board.

**NOTE:**

If no applications are received for a permanent blankable vacancy, this position may be blanked in accordance with the applicable provisions of the Crew Consist Agreement.

A yardman may vacate a regular assignment and go to the Extra Board by making advance written request to do so to the Superintendent of Terminals, with a copy to the Local Chairperson, and only then to the extent the Extra Board calls for additional employees. The Carrier will regulate the number of employees assigned to Extra Boards.

3. During bulletin period, pending assignment under this Article, position will be filled by senior qualified employee making oral request for same.

**NOTE:**

Where a yardman's position is under bulletin, assigning the successful bidder will not close the vacancy until he actually performs service on that position. The position will be filled in the same manner as provided for in the foregoing paragraph.

4. A yardman voluntarily vacating an assignment will not be permitted to bid on the assignment thus vacated under the bulletin resulting from his leaving the assignment, unless a displacement right accrues before the bulletin expires.
5. Yardmen off for any reason during the bulletin period, or when there has been a "change in conditions" on an assignment during the period while off, will have the right after marking up for service, to exercise seniority to such bulletined assignment, or to or from an assignment on which the change has occurred, provided they do so before performing any service.

Paragraphs 6. and 7. are applicable to GS&F only

6. Employees holding regular assignments who have held the same for a period of thirty (30) days, may give forty-eight (48) hours' written notice to the officer in charge indicating the assignment they desire, and place themselves on another assignment occupied by a junior employee. Such placement shall be accomplished in accordance with the seniority rules, except that under this Article a junior employee may not be displaced from an

assignment by a senior employee who has failed to bid thereon, unless and until such junior employee has held the assignment for thirty (30) days or more. This Article shall not prevent such junior employee from being displaced by a senior employee to whom a displacement right has accrued under other Articles of this schedule. Employees affected by the exercise of seniority under this Article must give notice of their desire to displace employees junior to them before the earliest calling time for extra employees on the shift on which they desire to work.

**NOTE 1:**

A vacancy created by an employee exercising seniority by giving forty-eight (48) hours' notice will not be bulletined, but may be claimed by an employee affected by the exercise of seniority under this Article. Unless claimed by such employee, it will be filled from the Extra Board for a period of five (5) days. If not claimed by such employee prior to the sixth day, it will be filled by the senior employee requesting same in writing.

**NOTE 2:**

The 48 hour notice does not apply when there is a reduction in crews or if a displacement right has accrued under other seniority rules.

7. Employees exercising seniority must give notice of their desire to displace employees junior to them before the earliest calling time for extra employees on the shift on which they desire to work.

Employees reporting back for duty after laying off shall give notice of their desire to return before the earliest calling time for extra employees on the shift on which they desire to work.

8. a. Applicable to CNO&TP, AGS and NO&NE, except NOT and Chattanooga

- (1) Employees holding regular assignments who have held the same for a period of thirty (30) days may, by giving forty-eight (48) hours' written notice to the officer in charge indicating the regular assignment they desire, place themselves on another regular assignment occupied by a junior employee. Such placement shall be accomplished in accordance with the seniority rules, except that under this rule a junior employee may not be displaced from an assignment by a senior employee who has failed to bid thereon, unless and until such junior employee has held the assignment for thirty (30) days or more. This rule shall not prevent such junior employee from being displaced by a senior employee to whom a displacement right has accrued under other rules of the Agreement. Employees affected by the exercise of seniority under this rule must give notice of their desire to displace employees junior to them before the earliest calling time for extra employees on the shift on which they desire to work.

**NOTE 1:**

A vacancy created by an employee exercising seniority by giving forty-eight (48) hours' notice will not be bulletined, but may be claimed by an employee affected by the exercise of seniority under this rule. Unless claimed by such employee, it will be filled from the Extra Board for a period of five (5) days. If not claimed by such employee prior to the sixth day, it will be filled by the senior employee requesting same in writing.

**NOTE 2:**

The 48-hour notice does not apply when there is a reduction in crews or if a displacement right has accrued under other seniority rules.

**NOTE 3:**

This rule does not afford an employee holding a regular assignment the privilege of displacing a junior employee on a temporary vacancy.

**(2) Applicable to NOT only**

An employee exercising seniority must give notice of his desire to displace an employee junior to him before the earliest calling time for extra employees on the shift on which he desires to work.

An employee reporting back for duty after laying off shall give notice of his desire to return before the earliest calling time for extra employees on the shift on which he desires to work.

**(3) Applicable to NO&NE only**

An employee who is displaced for any cause shall, unless he obtains permission to lay off, select another regular job or the Extra Board within 12 hours after notified of being displaced. If no selection is made, the proper officer will be privileged to place him on the Extra Board.

**b. Applicable to Chattanooga**

The past practice of employees exercising their seniority will continue; that is, an employee holding a regular assignment may not displace a junior employee unless a displacement right accrues under other agreement rules.

**c. Applicable to New Orleans Terminal**

Yardmen desiring a different regular assignment will give the proper authority at least forty-eight (48) hours' advance notice before being allowed to change assignment. A yardman being displaced in this manner will continue to hold the assignment until the end of the last assigned tour of duty that begins within the 48-hour notice period,

but will not be held to the assignment merely to observe rest days. (Example -- Yardman A is regularly assigned to 7:00 a.m. to 3:00 p.m., Monday through Friday, off days Saturday and Sunday. If a senior yardman gives 48-hours displacement notice (1) on Monday before 7:00 a.m., Yardman A may exercise seniority at end of assigned tour of duty Tuesday; (2) on Monday after 7:00 a.m., Yardman A may exercise seniority at end of assigned tour of duty Wednesday; (3) on Thursday, Yardman A may exercise seniority at end of assigned tour of duty Friday ; (4) on Friday before 3:00 p.m., Yardman A may exercise seniority at end of assigned tour of duty Friday; (5) between 3:00 p.m. Friday and 7:00 a.m. Saturday, Yardman A may exercise seniority immediately; (6) on Saturday after 7:00 a.m., Yardman A may exercise seniority at end of assigned tour of duty Monday.)

**NOTE 1:**

This rule does not afford an employee holding a regular assignment the privilege of displacing a junior employee on a temporary vacancy.

**NOTE 2:**

In case of additional crews being put on, the most senior employee in the service shall be given preference.

## **D. TEMPORARY VACANCIES**

(Refer to Article 18 for 5 Day Work Week Provisions)

### **1. Yard Helpers applicable to Southern**

- a. When temporary vacancies occur in yard helper's service, same will be filled from the Extra Board for a period of three working days, first-in and first-out, except this will not prohibit a helper holding one position on a crew from taking a temporary vacancy on another position on the same crew the first day, seniority permitting. After a period of three working days temporary vacancies will be filled by the senior yardmen applying for same.

**NOTE 1:**

Trainmen/Yardmen who establish seniority after September 1, 1984 will have the right to claim a temporary vacancy only on a work day of the assignment. When such trainman/yardman is relieved or is displaced from a temporary vacancy, he must within 12 hours claim any other vacancy existing to which his seniority entitles him or, if regularly assigned, return to his regular assignment, or if an extra board employee, take his standing on the Extra Board. If an employee who established seniority after September 1, 1984 claims a vacancy but is displaced prior to working the vacancy, he must immediately claim another vacancy, return to his regular assignment if regularly assigned, or return to the Extra Board.

**NOTE 2:**

The “work day” for scheduled assignments is defined as twenty-two and one half (22 1/2) hours prior to the bulletined on duty time.

**NOTE 3:**

Neither a day on which the assignment is annulled nor an assigned rest day is a “working day” of a temporary vacancy for purposes of D.1.a. above. This provision intends that Extra Board employees (or those standing in their stead if Extra Board is exhausted) actually work a temporary vacancy three days before it becomes claimable.

**EXCEPTION:**

When ~~known~~ in advance that such vacancy will be for a period of more than three (3) days, the senior yardman requesting same may take the vacancy on the first work day. Known vacancies as used herein consist of vacations, disciplinary suspensions, personal injuries, and major illnesses only. Any vacancy created by the exercise of seniority under this exception will be filled as provided in this Agreement.

- b. Ayardmancl aiming a temporary vacancy under this Article will hold same until displaced by a senior employee, or in the event not displaced, until the return of the regular assigned employee. This will not prevent an employee who has claimed a temporary vacancy under this Article from claimin g a subsequent vacancy, if he desires.
- c. Temporary vacancies not claimed under this Article will be filled from the Extra Board.

**NOTE:**

After a regular assigned yardman has been off his regular assignment for more than three days, and the temporary vacancy so created has been claimed under this Article, when the regularly assigned yardman reports for his assignment, the yardman who claimed and is filling the vacancy may then claim any other vacancy existing to which his seniority entitles him, or may, if an assigned employee, go back on his regular assignment, or, if an Extra Board employee, may take his standing on the Extra Board.

If the yardman who created the temporary vacancy again lays off or goes on another assignment before he actually performs service on his own assignment, then his assignment constitutes a vacancy and shall be filled by the senior yardman desiring it or reclaimed by the yardman formerly holding it according to seniority; if not claimed by either, shall be filled according to schedule rules.



To avoid sharp practice the regular employee reporting shall take his assignment unless justifiable circumstances arising subsequent to his reporting make it necessary that he again mark off.

**2. Temporary Vacancies Yard Helpers applicable to CNO&TP, AGS (except NO&NE) and NOT**

- a. When a temporary vacancy occurs in yard service, it will be filled from the Extra Board for the first three (3) days, first-in and first-out except that this will not debar a yardman holding one position on a crew from taking the temporary vacancy on another position on the crew the first day, seniority permitting. If such vacancy continues for more than three (3) days, after the third day such vacancy will be filled by the senior yardman making application for same, and he will hold it until return of the regular employee or he is displaced by a senior employee who has a displacement.

**NOTE 1:**

Trainmen/Yardmen who establish seniority after September 1, 1984 will have the right to claim a temporary vacancy only on a work day of the assignment. When such trainman/yardman is relieved or is displaced from a temporary vacancy, he must within 12 hours claim any other vacancy existing to which his seniority entitles him or, if regularly assigned, return to his regular assignment, or if an extra board employee, take his standing on the Extra Board. If an employee who established seniority after September 1, 1984 claims a vacancy but is displaced prior to working the vacancy, he must immediately claim another vacancy, return to his regular assignment if regularly assigned, or return to the Extra Board.

**NOTE 2:**

The "work day" for scheduled assignments is defined as twenty-two and one half (22 1/2) hours prior to the bulletined on duty time.

**NOTE 3:**

Neither a day on which the assignment is annulled nor an assigned rest day is a "working day" of a temporary vacancy for purposes of D.1 .a. above. This provision intends that Extra Board employees (or those standing in their stead if Extra Board is exhausted) actually work a temporary vacancy three days before it becomes claimable.

**EXCEPTION:** When known in advance that such vacancy will be for a period of more than three (3) days, the senior yardman requesting same may take the vacancy on the first day. Known vacancies as used herein consist of vacations, disciplinary suspensions, personal injuries, and major illnesses only. Any

vacancy created by the exercise of seniority under this "Exception" will be filled as formerly by a. above, except on the N.O.T. the vacancy will be filled by the senior yardman who applies for it prior to calling time on the first work day of the vacancy.

- b. When a yardman who has claimed a temporary vacancy under a. above is displaced by return of the regular employee, or by a' senior employee who has a displacement right, he may claim any other temporary vacancy existing which is held by a junior employee.
- c. If the yardman who created the temporary vacancy again lays off or goes on another run before he actually performs service on his own run, then his run constitutes a vacancy and shall be filled by the senior yardman desiring it or reclaimed by an employee formerly holding it according to seniority; if not claimed by either, shall be filled in accordance with a. above.
- d. The "Temporary Vacancies" rule does not apply to yard work train service or pilots. Yard work train service or pilots will be filled by senior qualified employees requesting same. Article 18, Paragraph F.I., Five-Day Work Week, to apply. A yardman who fills a yard work train or pilot vacancy will revert to his prior assignment upon completion of such work train or pilot service, unless a displacement right accrues to him or he fills the pilot or work train vacancy in excess of three days.

**NOTE:**

A yardman, who has claimed a temporary vacancy under Paragraph 2. above, shall not be prevented from claiming a subsequent vacancy if he so desires. A yardman who is displaced from a temporary vacancy will revert to his regular assignment or will be permitted to claim another vacancy held by a junior employee, provided he does so within six (6) hours of the time notified of the displacement. The provisions of this NOTE supersede rules, understandings or practices in conflict therewith.

**3. Yard Foremen - Applicable to Southern**

- a. Yardmen desiring extra foremen's work on other than their own crew, shall file written application to this effect and, if qualified, shall thereafter be required to protect foremen's vacancies in accordance with the provisions of this Article, unless and until they serve written notice cancelling such request. In the event a yardman serves written notice cancelling request for extra foreman's work, he cannot reinstate request for extra foreman's work within less than thirty (30) days.
- b. When the regular foreman of a yard crew is off, the temporary vacancy created will be filled for the first three working days by the senior qualified helper on the crew. In the event there is no qualified helper on the crew, the senior qualified regularly assigned helper who has filed a written request for extra foreman's work as provided

in Paragraph D.2.a. above, and who stands for service on the shift on which the vacancy occurs, will be used, if available. If the senior employee is not available, the next senior employee will be used.

In the event the vacancy cannot be filled as provided above account no such employee being available, the vacancy will be filled by the employee standing first-out on the Extra Board, if qualified, regardless of whether he has made a request for extra foreman's work. In the event the employee standing first-out on the Extra Board is not qualified, the junior available qualified regularly assigned switchman standing for service on the shift on which the vacancy occurs will be used, regardless of whether he has requested extra foreman's work.

- c. **Temporary vacancies after a period of three working days will be filled by the senior qualified yardman making application for same. A yardman claiming a temporary vacancy as foreman under this Article will be required to hold same until the regular assigned employee reports unless displaced by a senior employee. This will not prevent an employee who has claimed a temporary vacancy under this Article from claiming a subsequent vacancy, if he desires.**
- d. **Temporary vacancies as foreman not claimed under Paragraph D.2.c. above will be filled as provided in Paragraph D.2.b. above.**
- e. **When an extra engine is used, the senior available qualified regularly assigned switchman standing for service on the shift on which the extra engine is to be used, who has requested extra foreman's work in line with the provisions of Paragraph D.2.a. above, will be used to fill the foreman's position. In the event there is no such employee available, the foreman's position will be filled by using the senior qualified of the employees standing first and/or second out (if a switchman is also called) on the Extra Board. If none of these Extra Board yardmen is qualified, the junior available qualified regularly assigned switchman standing for service on the shift on which the extra engine is to be used will be called and must protect the service.**

**NOTE:**

**The word "shift", as used in Paragraphs D.2.b. and e. above, means one of the shifts as referred to in the "Starting Time" rule, i.e., one of the periods from 6:30am to 8:00am, 2:30pm to 4:00pm or 10:30pm to 12:00 midnight, with the exception of the Knoxville-Sevier Terminal, where past practice has interpreted "shift" to mean the same starting time.**

- f. **If a temporary vacancy on the position of yard foreman on a crew that humps cars in a car retarder yard cannot be filled under Paragraph D.2.b. above with yardmen, then the first qualified employee reached in order on the Extra Board who has eight hours to work under the Hours of Service Law will be used to fill the vacancy.**

g. **Applicable to St. Johns River Terminal only**

**Yard foreman vacancies will be filled in the following manner:**

- (1) **If no applications are received for a permanent vacancy on a foreman's position, from a prior rights demoted foreman, the oldest prior rights demoted foreman will be assigned to that position.**
- (2) **If no applications from a prior rights demoted foreman are received for a temporary vacancy on a foreman's position after a period of three working days, the position will be filled by the most senior prior rights demoted foreman.**

**NOTE:**

**Definition of prior rights demoted foreman:**

**It is understood and agreed that this means a man who held seniority as a foreman on December 31, 1984 and who is not regularly assigned as a foreman.**

- (3) **If there are no prior rights demoted foremen, the vacancies will be filled in accordance with Paragraphs D.2.a. through f. above.**

**4. Temporary Vacancies Yard Foremen - Applicable to CNO&TP and AGS  
(Not applicable at Chattanooga, Tennessee or NOT)**

- a. **Yardmen desiring extra foreman's work shall file written application to this effect and, if qualified, shall thereafter be required to protect foremen's vacancies in accordance with the provisions of this rule, unless and until they serve written notice canceling such request. In the event a yardman serves written notice canceling request for extra foreman's work, he cannot reinstate request for extra foreman's work within less than thirty (30) days.**
- b. **When the regular foreman of a yard crew is off, the temporary vacancy created will be filled for the first two (2) working days by the senior available qualified regularly assigned helper who has filed written request for extra foreman's work and who stands for service on the shift on which the vacancy occurs. In the event the vacancy cannot be filled as provided above account no such employee being available, the vacancy will be filled by the employee standing first out on the Extra Board, if qualified, regardless of whether he had made request for extra foreman's work. In the event the employee standing first out on the Extra Board is not qualified, the junior available qualified regularly assigned helper standing for service on**

**the shift on which the vacancy occurs will be used, regardless of whether he has requested extra foreman's work. If a temporary vacancy on position of a yard foreman of a crew that humps cars in a car retarder yard cannot be filled as provided above, then the first qualified employee reached in order on the Extra Board who has eight hours to work under the Hours of Service Law will be used to fill the vacancy.**

- c. Temporary vacancies after a 'period of two (2) working days will be filled by the senior qualified yardman making application, in writing, for same, and he will hold the vacancy until he is displaced by a senior employee who has a displacement right or the return of the regular employee.**

**When a yardman who has claimed a temporary vacancy under the paragraph above is displaced by the return of a regular employee, or by a senior employee who has a displacement right, he may claim any other temporary vacancy existing which is held by a junior employee.**

- d. Temporary vacancies as foreman not claimed under Paragraph 4.c. will be filled as provided in Paragraph 4.b.**
- e. When an extra engine is used, the senior available qualified regularly assigned helper standing for service on the shift on which the extra engine is to be used, who has requested extra foreman's work in line with the provisions of Paragraph 4.a., will be used to fill the foreman's job, in the event there is no such employee available, the foreman's job will be filled by use of the qualified employee standing first out on the Extra Board. If none of the employees on the Extra Board is qualified, the junior available qualified regularly assigned helper standing for service on the shift on which the extra engine is to be used will be called and must protect the service.**
- f. The temporary vacancy rule does not apply to yard work train service or pilots. Yard work trains or pilots will be filled by senior qualified yardmen requesting same. Article 1 & Paragraph F.1, Five-Day Work Week, to apply. A yardman who fills a yard work train or pilot vacancy will revert to his prior assignment upon completion of such work train or pilot service.**

**5. Temporary Vacancies Yard Foremen - Applicable on NOT and at Chattanooga, Tennessee ,**

- a. Yardmen desiring extra foreman's work on other than their own crew, shall file written application to this effect and, if qualified, shall thereafter be required to protect foreman's vacancies in accordance with the provisions of this rule, unless and until they serve written notice canceling such request. In the event a yardman serves written notice canceling request for extra foreman's work, he cannot reinstate request for extra foreman's work within less than thirty (30) days.**

- b. When the regular foreman of a crew is off, the temporary vacancy created will be filled for the first three (3) working days by the senior qualified helper on the crew. In the event there is no qualified helper on the crew, the senior qualified regularly assigned helper who has filed written request for extra foreman's work, as provided in Paragraph 5.a. above, and who stands for service on the shift on which the vacancy occurs will be used, if available. If the senior employee is not available, the next senior employee will be used.

In the event the vacancy cannot be filled as provided above account no such employee being available, the vacancy will be filled by the employee standing first out on the Extra Board, if qualified, regardless of whether he has made request for extra foreman's work. In the event the employee standing first out on the Extra Board is not qualified, the junior available qualified regularly assigned helper standing for service on the shift on which the vacancy occurs will be used regardless of whether he has requested extra foreman's work.

If a temporary vacancy on position of a yard foreman of a crew that humps cars in a car retarder yard cannot be filled as provided above, then the first qualified employee reached in order on the Extra Board who has eight hours to work under the Hours of Service Law will be used to fill the vacancy.

EXCEPTION: When known in advance that such vacancy will be for a period of more than three (3) days, the senior qualified yardman requesting same may take the vacancy on the first day. Known vacancies as used herein consist of vacations, disciplinary suspensions, personal injuries, and major illnesses only. Any vacancy created by the exercise of seniority under this rule will be filled in accordance with Paragraph 5.b. above, except on the NOT, the vacancy will be filled by the senior **qualified** yardman who applies for it prior to calling time on the first work day of the vacancy.

- c. A temporary vacancy after a period of three (3) working days will be filled by the senior qualified yardman making application for same, in writing, prior to the fourth (4th) day, who will hold same until the regular employee reports, unless displaced by a senior employee who has a displacement right under the rules;

Except that when the regular employee does not return within thirty (30) days the run will be bulletined for a period of five (5) days and the successful applicant will hold the run until the return of the regular employee or displaced under seniority rules, provided any employee that is away from the home terminal during the entire bulletin period will have the right to exercise his seniority to such run, provided he does so before performing any other service.

**NOTE 1:**

In event application as referred to in first paragraph above is not received prior to the sixth (6th) day, the vacancy will be filled as provided in Paragraph b., and the employee so used will hold the job as provided in Paragraph c.

**NOTE 2:**

In event it is necessary to bulletin the job as provided in second paragraph above, the employee holding the job during the 30-day period will continue to fill the job during the five-day bulletin period. If no application is received prior to the fifth (5th) day, such employee will continue to fill the job until return of the regular employee or until displaced by a senior employee who has a displacement right.

- d. When a yardman who has claimed a temporary vacancy under Paragraph c. above is displaced by return of the regular employee, or by a senior employee who has a displacement right, he may claim any other temporary vacancy existing which is held by a junior employee.
- e. When an extra engine is used, the senior available qualified regularly assigned helper standing for service on the shift on which the extra engine is to be used, who has requested extra foreman's work in line with the provisions of Paragraph a. above, will be used to fill the foreman's job; in the event there is no such employee available, the foreman's job will be filled by use of the senior qualified of the employees standing first out on the Extra Board. If none of the employees on the Extra Board is qualified, the junior available qualified regularly assigned helper standing for service on the shift on when the extra engine is to be used will be called and must protect the service.
- f. The temporary vacancy rule does not apply to yard work train service or pilots. Yard work trains or pilots will be filled by senior qualified yardmen requesting same. Article 18.Paragraph F.I., Five-Day Work Week, to apply. A yardman who fills a yard work train or pilot vacancy will revert to his prior assignment upon completion of such work train or pilot service.
- g. When a temporary vacancy on the position of a yard foreman of a crew that humps cars in a car retarder yard cannot be filled under Paragraph 5.b of this Article, then the first qualified employee reached in order on the Extra Board who has eight hours to work under the Hours of Service Law will be used to fill the vacancy.

## **E. TEMPORARY VACANCIES AT OUTLYING POINT**

An extra yardman called for service at an outlying yard in his seniority district will perform service until relieved. Upon the first day no service available to him or

upon the expiration of five work days, he may, upon his request, be relieved provided relief is available.

**NOTE:**

It is understood that under this rule, the first man sent to fill a vacancy at an outlying point will be allowed pay for deadheading to and returning from such outlying point; the effect of this being that only one deadhead trip in each direction will be paid regardless of the number of employees used on account of exercising seniority or relief under the relief provisions of this rule.

An Extra Board yardman standing for service at an outlying point who marks off or is out of place for a call for such service will not be permitted to mark up for service until the extra yardman who accepts the call returns to the supply point; or he may if he so desires, go to the outlying point and relieve the yardman who accepted the call.

Calling time and first-in first-out rules for yardmen are relaxed to the extent provided above.

When a yardman is called for service at an outlying point, he will be notified, if known at the time of call, of the length of the vacancy.

## **F. NINETY DAY TEMPORARY VACANCY - Applicable to Southern**

1. When a temporary vacancy in a position occupied by a yardman (including car retarder operator) has existed for a period of ninety (90) days due to the absence of the incumbent from active service for any reason except suspension from service applied as a discipline, such vacancy may be bulletined as a permanent vacancy provided the Carrier's Superintendent, Terminal Superintendent or his Representative, as the case may be, and the Local Chairperson of the United Transportation Union representing the incumbent are in accord that the temporary vacancy should be so bulletined.
2. Either the Carrier officer or the Local Chairperson may initiate request to post a temporary vacancy as a permanent vacancy per Paragraph 1. above and, if the Carrier officer and the Local Chairperson are in accord that such temporary vacancy should be so bulletined, their agreement on the matter shall be made in writing and executed by both as of the date of their accord and made a part of the record of each party.
3. If a temporary vacancy is bulletined as a permanent vacancy per Paragraphs 1. and 2. above, and the employee formerly assigned to the vacant position returns to service, his rights shall be as follows:
  - (a) He must either place himself upon the position to which he as assigned at the time his absence from active service began if such position is held by a junior employee, or he may exercise his seniority rights to any run which may have, during his absence, been bulletined or advertised as open on account of a change of



conditions; provided he does so before performing any service.

- (b) In the event the position to which the returning employee was assigned is, at the time of his return, held by a senior employee, the returning employee may exercise his seniority under schedule rules to the same extent as though he had been displaced by a senior employee.

## **G. DISPLACEMENT**

### **1. Applicable to Southern & GS&F**

- a. Where agreements that provide for the exercise of displacement rights within a shorter time period are not in effect, existing rules, excluding crew consist agreements, are amended to provide that an employee who has a displacement right on any position (including Extra Boards) within a terminal or within 30 miles of such employee's current reporting point, whichever is greater, must, from the time of proper notification under the applicable agreement or practice, exercise that displacement right within forty-eight (48) hours.
- b. Failure of an employee to exercise displacement rights, as provided in Paragraph a. above, will result in said employee being assigned to the applicable Extra Board, seniority permitting. (The applicable Extra Board is the Extra Board protecting the assignment from which displaced.)
- c. In the event force assignment is not compatible with local agreements, prior to implementation, the parties will meet on property to determine an avenue of assignment.

### **2. Applicable to CNO&TP, AGS and New Orleans Terminal**

- a. In the event a run or assignment is abolished, or a displacement right otherwise accrues to a yardman, he will exercise his displacement right in accordance with his seniority within twelve (12) hours following notification.
- b. A yardman failing to exercise such displacement right within the required time will forfeit such displacement right and revert to the Extra Board.
- c. Yardmen exercising seniority must give notice of their desire to displace yardmen junior to them before the earliest calling time for extra yardmen on the shift on which they desire to work.

### **3. This Paragraph G. is not intended to restrict any of the existing rights of the Carrier.**

## **QUESTIONS AND ANSWERS**

### **(Applicable to Paragraph G. Displacement)**

**Question #1 :**

**On those properties where employees have less than 48 hours to exercise displacement rights, are such rules amended so as to now apply a uniform rule?**

**Answer:**

**No, the existing rules providing for less than 48 hours continue, unless the parties specifically agree otherwise.**

**Question #2:**

**Is an employee displaced under Paragraph G. 1. electing to exercise seniority placement beyond thirty (30) miles of the current reporting point, required to notify the appropriate crew office of that decision within 48 hours?**

**Answer:**

**Yes.**

**Question #3 :**

**How is an employee covered by this Paragraph G. handled who fails to exercise seniority placement within 48 hours?**

**Answer:**

**Such employee is assigned to the applicable Extra Board, seniority permitting, pursuant to Paragraph G. .b. and subsequently governed by existing rules and/or practices.**

**Question #4:**

**How long a period of time does an employee have to exercise displacement rights outside the boundaries specified Paragraph G. 1 .a.?**

**Answer:**

**The rules governing exercise of displacement rights as currently contained in existing agreements continue to apply in this situation.**

**Question #5:**

**What happens if the employee notifies the Carrier that it is the employee's intent to displace outside of the 30 mile limit, then, after 72 hours, the employee is no longer able to hold that assignment?**

**Answer:**

**A new 48-hour period begins.**

**QUESTIONS AND ANSWERS**  
**(Applicable to Paragraph G. - Displacement)**  
**(cont'd)**

**Question #6:**

**Is it intended that employees who fail to displace within 48 hours be assigned to an extra list where local or system agreements prohibit such assignment due to Extra Board restrictions and or seniority consideration?**

**Answer:**

**See Paragraph G.1 .c.**

**Question #7:**

**Is it the intent of Paragraph G. to impose discipline on employees who fail to exercise seniority within 48 hours?**

**Answer:**

**No, Paragraph G. 1 .b. provides that in these circumstances the employee will be assigned to the applicable Extra Board, seniority permitting. The employee will then be subject to existing rules and practices governing service on such Extra Board.**

**Question #8:**

**Is this rule intended to expand upon the displacement rights of an individual so as to create situations not currently provided for in existing agreements and practices?**

**Answer:**

**No.**

**Question #9:**

**If an employee notifies the Carrier of his intent to displace beyond the 30 mile limit, can such employee notify the Carrier subsequent to the expiration of the 48-hour period of his desire to displace within the 30 miles?**

**Answer:**

**No.**

**Question #10:**

**How is the 30 miles limit to be measured rail or highway?**

**Answer:**

**Highway.**

**QUESTIONS AND ANSWERS**  
**(Applicable to Paragraph G. - Displacement)**  
**(cont'd)**

**Question #1 1:**

**When does the 48-hour time period within which the employee must exercise displacement rights begin?**

**Answer:**

**When properly notified under existing rules governing this situation.**

\*  
\*\*\*

# **ARTICLE 18**

## **FIVE-DAY YARD WORK WEEK**

### **A: ESTABLISHMENT OF ASSIGNMENTS**

1. **The Carrier will establish for all yard service employees, subject to the exceptions contained herein, a work week of five basic days of eight hours each, except as hereinafter provided. The work week rule is subject to all other provisions of this Five-Day Article. Nothing in this Article shall be construed to create a guarantee of five days per week.**

**All regular or regular relief assignments for yard service employees shall be for five consecutive calendar days per week of not less than eight consecutive hours per day, except as otherwise provided in this Article.**

#### **NOTE:**

**After assignments as referred to above have been made, changes thereafter shall be made in accordance with schedule bulletin rules. If it is desired to change the "off days" of a regularly assigned employee or crew or a regularly assigned relief employee or crew, this may be done by bulletin announcing the change without re-advertising.**

2. **The term "work week" for regularly assigned employees shall mean a week beginning on the first day on which the assignment is bulletined to work, and for extra or unassigned employees shall mean a period of seven consecutive days starting with Monday.**
  - a. **In order that no question will arise as to the application of this Paragraph 2., the rule is clarified by setting out herein that the off days of a regularly assigned employee or a regular relief employee are the sixth and seventh days of his work week, except in cases where employees have non-consecutive "off days".**
  - b. **At points where it is not practical to grant two consecutive days off in a work week to regularly assigned or regular relief employees, agreements may be made to provide for the accumulation of days off over a period not to exceed five consecutive weeks.**
  - c. **If the Carrier contends it is not practical to grant two consecutive days off to a regularly assigned or regular relief employee and that it is necessary to establish non-consecutive days off, representatives of the Carrier and representatives of the employees will confer and endeavor to agree upon accumulation of days off or the establishment of non-consecutive days off. If such representatives fail to agree, the Carrier may nevertheless establish non-consecutive days off, subject to the right of the employees to progress the dispute as a grievance or claim under the Agreement and in such proceedings**

the burden will be on the Carrier to prove that it was not practical to grant two consecutive days off.

3. a. **When service is required by the Carrier on days off from regular assignments, it may be performed by other regular assignments, by regular relief assignments, by a combination of regular and regular relief assignments, or by extra employees when not protected in the foregoing manner. (This does not disturb rules or practices involving the use of emergency or unassigned employees.) Where regular relief assignments are established, they shall, except as otherwise provided in this Article, have five consecutive days of work, designated days of service, and definite starting times on each shift within the time periods, specified in the "Starting Time" rules. They may on different days, however, have different starting times within the periods specified in the "Starting Time" rules, and have different points for going on and off duty within the same seniority district which shall be the same as those of the employee or employees they are relieving.**
- b. **Where regular relief assignments cannot be established for five consecutive days on the same shift within the time periods specified in the "Starting Time" rules, as provided for in Paragraph 3.a., such assignments may be established for five consecutive days with different starting times on different shifts on different days, within the time period specified in the "Starting Time" rules, and on different days may have different points for going on and off duty which shall be the same as those of the employee or employees they are relieving.**
- c. **After the starting times and days of service have been established, changes therein may be made only in accordance with schedule or bulletin rules, except as herein provided.**
- d. **Rules providing for assignments of crews "for a fixed period of time which shall be for the same hours daily" will be relaxed only to the extent provided in a. and b. of this Paragraph 3.**
- e. **Regular relief assignments for yard crews will be established for the crew as a unit. However, if an operational problem exists or arises which makes it impractical to relieve regular or regular relief crews as a unit, or if either of the parties desires, the designated days off need not be the same for individual members of a crew. Representatives of the Carrier and the employees will cooperate in designating the days off of individual members of a crew. This does not apply to employees on individual assignments, such as car retarder operators.**

**NOTE:**

It is recognized in the application of the foregoing that the nature of the work on certain assignments will require that some members of the crew have knowledge of the work of the assignments, and that this will be considered one of the operational problems.

- f. When, as provided in e., the off days of foremen and yard helpers are assigned on an individual basis, it will not be necessary to fill positions of foreman on the foreman's off days by use of an assigned relief foreman. If and when it is deemed desirable, relief assignments may be bulletined to work five days as yard helper, and the senior qualified member of the crew may be used as foreman on the foreman's assigned off days. This arrangement must not be confused with cases where a relief employee is assigned by bulletin on an individual basis to work as foreman on certain days and as yard helper on other days of his five-day relief assignment.
- g. Except as otherwise provided for in this Article, regular relief assignments shall be established in conformity with rules in agreements or practice in effect governing starting times and bulletining of assignments, and when so established, may be changed thereafter only in accordance with schedule and bulletin rules.

**B. ABOLISHMENT OF ASSIGNMENTS**

It is understood and agreed that the following shall apply when runs are abolished:

- 1. Where full relief crew fills the run on the sixth and/or seventh day of the work week;
  - a. If the run is abolished on one of the "off days", i.e., sixth or seventh day of the "work week" of the regularly assigned crew, such abolishment automatically abolishes the assignment of the regular relief crew as well as the regularly assigned crew, and all yardmen may exercise their seniority rights in accordance with the rules.
  - b. If the run is abolished on a "work day" of the regularly assigned crew, the assignment of the relief crew is not affected and they will continue to work on their relief assignment until 12:01 a.m. of the day on which the relief crew is assigned to relieve the crew whose run is abolished. Except as provided below, members of the relief crew may exercise a displacement right as of 12:01 a.m. of the day on which such crew is assigned to relieve the crew whose run is being abolished.
  - c. If, prior to the date on which the regular relief crew is assigned to relieve the crew whose run is abolished, arrangements can be made to utilize such relief crew on the date on which the relief assignment would otherwise be abolished, this may be done without rebulletining. Notice will be given members of the relief crew of the

**substituted run to be filled by them on the date involved, and the relief assignment will continue, as amended, unless and until abolished or otherwise changed.**

- d. It is recognized that in some instances it will be necessary, in order to provide five days of work for a regular relief crew, as contemplated in (3) above, to change the rest days of the individual members of a certain crew. In such circumstances, it is agreed that rather than abolish the assignment of the men who have been relieved individually, a bulletin notice will be given members of such crew that they are to be relieved as a unit on a certain day or days.**

**2. Where members of the crew are relieved individually:**

- a. If a run is abolished on a day on which a relief employee (individual) is assigned to relieve one of the members of such crew, such abolishment of the assignment automatically abolishes the assignment of all members of the regularly assigned crew, as well as the regularly assigned relief employee (individual), and all yardmen affected may exercise their seniority rights in accordance with the rules.**
- b. If an assignment is abolished on a day on which a regular relief employee (individual) is not assigned to relieve a member of such crew, such individual relief employee is not affected and will continue to work on his regular relief assignment until 12:01 a.m. of a day on which he is assigned to relieve a member of the crew whose run is abolished. 'Except as provided below, a relief employee (individual) may exercise a displacement right as of 12:01 a.m. of the day on which he was assigned to relieve a member of the crew whose assignment is abolished.**
- c. If, prior to the date on which the regular relief employee (individual) is assigned to relieve a member of the crew whose assignment is abolished, arrangements can be made to utilize for regular relief purposes such relief employee on the date on which his assignment would otherwise be abolished, this may be done without rebulletining. Notice will be given a relief employee (individual) of the substituted assignment to be filled by him on the date involved, and his assignment will continue, as amended, unless and until abolished or otherwise changed.**

**NOTE:**

**The provisions of b. above are also applicable in cases involving abolishment of individually assigned jobs such as car retarder operator, utility person, air bleeder, and other individual assignments.**



## **C. ANNULMENT OF ASSIGNMENTS - Applicable to Southern**

1. When a regular yard assignment is annulled for one day or more, each yardman filling such yard assignment will be given at least six (6) hours' notice prior to the starting time of the assignment.
2.
  - a. When a yard assignment is annulled for other than a holiday, a yardman filling such assignment may exercise his seniority by temporarily displacing a junior employee (except a junior employee working first-in, first-out on the Extra Board)\*, only for the day or days such assignment is annulled.
  - b. When a yard assignment is annulled for any of the holidays hereinafter enumerated, a yardman filling such assignment is barred from claiming another assignment for the holiday -- he must lose that day. (If he qualifies under the rules, he will be allowed holiday pay.)

New Year's Day	Christmas Eve (the day before Christmas Day is observed)
Washington's Birthday	Christmas Day
Good Friday	New Year's Eve (the day before New Year's Day is observed)
Memorial Day	
Fourth of July	
Labor Day	
Thanksgiving Day	
Day after Thanksgiving Day	

When any of the above listed holidays fall on Sunday, the day observed by the State or Nation shall be considered the holiday.

3. A junior yardman temporarily displaced as permitted in b.(l) above may exercise his seniority by temporarily displacing a junior employee (except a junior employee working first-in, first-out on the Extra Board)\* only for the day or days so displaced from his assignment.

**NOTE:**

\* If unable to displace anyone, the senior employee displaced who desires may place himself first-out on the Extra Board, provided the first-out extra employee is junior to him.

4. A yardman whose assignment is annulled, or who is displaced as a result of an assignment being annulled may, when notified, mark up at the foot of the Extra Board for the &y(s) and receive Extra Board Guarantee if he qualifies.
5. The temporary displacement right permitted in b.(l) and c. and the right to mark up on the Extra Board as permitted in d. is only for the day(s) a yard assignment is annulled, other than holidays. Therefore, in every case where a yardman exercises a temporary displacement right, or marks up on the Extra Board as herein permitted, such yardman must, at the end of the temporary displacement period, return to and thereafter perform service on

the assignment' he was filling at the time he exercised a temporary displacement right. The end of the temporary displacement period is understood to be the end of the tour of duty of the assignment to which such yardman exercises seniority under the above rules. In the case of an employee marking up on the Extra Board, the end of the temporary displacement period is understood to be 12:00 o'clock midnight of the day for which the assignment is annulled, unless, of course, he gets service, in which event the end of the temporary displacement period will be the end of the tour of duty on the assignment which he fills from the Extra Board.

6. If a yardman whose assignment is annulled or who is displaced as a result of an assignment being annulled, does not displace a junior employee or mark up on the Extra Board, he will be considered as remaining on the assignment he was filling on the date for which the annulment took place, and must, at the end of the temporary displacement period, return to and thereafter perform service on that assignment.
7. An employee may mark up on the Extra Board on the date for which the assignment is annulled. If such an employee marks up on the Extra Board, he will be placed at the foot of the Board (except as provided in the Note under Paragraph c. above) and remain thereon (unless, of course, he gets service) until 12:00 midnight of the day for which the assignment is annulled. Thereafter, he will return to the assignment he was filling on the date for which the assignment is annulled, as provided in e.
8. A yardman who, as a result of an assignment being annulled for other than a holiday, is unable to obtain work on one or more days of his assignment, may, if he desires, mark up on the Extra Board in addition to the employees then on the Board, so as to be available for work on the sixth (6th) and/or seventh (7th) day of this work week to provide him an opportunity to work five (5) straight-time shifts during the work week, provided:
  - a. That such yard service employees are used from the Extra Board in accordance with the rules; and
  - b. That such service for the first eight hours on which sixth (6th) and/or seventh (7th) days will be paid for at straight time rates, until such employee or employees have worked five (5) straight time shifts in that work week, any service in excess of eight hours on which days to be paid for under the overtime rules.

#### **INTERPRETATION:**

It is agreed that the above Paragraph h. is interpreted to mean that if an employee is unable to work because of the annulment of his assignment for other than a holiday, or because of being temporarily displaced as a result of the annulment of an assignment for other than a holiday, he may, if he desires and gives notice to this effect in each case, mark up on the Extra Board at 12:01 a.m. on either of his "off days". If used from the Extra Board, such service for the first eight hours will be paid at straight time rates until such employee or employees have worked five (5) full straight time days in

that work week. Any service in excess of eight hours on such days is to be paid for under overtime rules. If an employee chooses to go on the Extra Board under this rule, he will be placed at the foot of the Board and remain thereon (unless given service which completes five (5) straight time shifts in his work week) until 12:00 o'clock midnight of his second "off day" if he has consecutive "off days" and 12:00 o'clock midnight of his "off day" if he has non-consecutive "off days". If two or more employees are involved, they will be placed at the foot of the Board in their seniority order.

9. There will be no reduction in the number of employees on the yardmen's Extra Board as a result of employees exercising any rights under the provision of this rule.
10. Nothing in this Article will be interpreted as affecting the Carrier's rights to abolish assignments at any time.

#### **EXAMPLE NO. 1**

**Yard Assignment No. 1, consisting of a foreman and one helper, is annulled for Thanksgiving Day, November 27. None of these employees has a displacement right as a result of the annulment and they must lose the day. (If they qualify under the rules, they will be allowed holiday pay.)**

#### **EXAMPLE NO. 2**

**Yard Assignment No. 2, consisting of a foreman and one helper, is annulled for Wednesday, November 26, and Thanksgiving Day, November 27. Both employees may exercise a temporary displacement right for one day, November 26. They must then return to Yard Assignment No. 2 and lose Thanksgiving Day, November 27. (If they qualify under the rules, they will be allowed holiday pay.)**

#### **EXAMPLE NO. 3**

**Helper "X" on Yard Assignment No. 3 is temporarily displaced for Wednesday, November 26, by a yardman on Yard Assignment No. 2, whose assignment was annulled. Helper "X" in turn, may exercise a temporary displacement right for one day, Wednesday, November 26, but must then return to Yard Assignment No. 3 on Thanksgiving Day, November 27. The employee temporarily displaced by Helper "X" for the 26th would have a temporary displacement right for that day only and must return, on the 27th, to the assignment he was filling when displaced.**

#### **EXAMPLE NO. 4**

**Helper "Y" on Yard Assignment No. 4 is temporarily displaced for Wednesday, November 26, by a yardman on Yard Assignment No. 3. Yard Helper "Y" is unable to exercise his seniority by temporarily displacing a junior employee on November 26.. Because of this, he elects to mark up at the foot of the Extra board. Regardless of whether he gets service from the Extra board, Yard Helper "Y" must, on November 27, return to Yard Assignment No. 4.**

## **D. ANNULMENT OF ASSIGNMENTS - Applicable to CNO&TP, AGS and NOT**

- 1. When a regular yard assignment is annulled for one day or more, each yardman filling such yard assignment will be given at least six (6) hours' notice prior to the starting time of the assignment, except in case of emergency such as Act of God, or when the line is obstructed by wreck or washout or other similar emergency.**

**NOTE:**

**The words "yardmen affected" as used in Paragraph 1. means the employees who are actually filling the positions on the crew annulled, and of course, these are the only employees who are to be notified of the annulment of the assignment.**

- 2. In the event an assignment is annulled on other than a holiday for one day or more and a member or members of such crew desires to exercise a displacement right, they may, at the time of notification that their assignment is to be annulled, advise the officer in charge that they desire to exercise a temporary or permanent displacement right, in accordance with their seniority, to the assignment of their choice. A temporary displacement is only for the day or days their assignment is to be annulled.**

**Yardmen displaced under the provisions of the temporary displacement rights of this Paragraph 2. may, in turn, exercise a temporary displacement right in accordance with their seniority for the day or days they are temporarily displaced provided they do so at the time of notification of the temporary displacement. Yardmen displaced under the provisions of the permanent displacement right of this Paragraph 2. will, in turn, exercise a permanent displacement, at the time of notification of their displacement, in accordance with their seniority.**

**In all instances where yardmen express a desire to exercise a temporary displacement right under the provisions of this Paragraph 2., they will be required to name the assignment of their choice at the time of notification that their assignment has been annulled or that they have been displaced, as the case may be, and failing to do so at the time, such employees shall be precluded from attempting to exercise a temporary displacement right under the provisions of this Paragraph 2.**

**In all cases, yardmen exercising a temporary displacement right under the provisions of this Paragraph 2. will report to the assignment of their choice and return to the assignment they were holding at the time they made their choice without further notification from the officer in charge.**

**NOTE:**

**The words "members of such crew" as used in Paragraph 2. means those employees who are regularly assigned to positions on the crew which is annulled and who are actually filling their regular assignments at the time. It therefore follows that an employee who**

is regularly assigned to a position on a crew which is annulled under this rule is not given a displacement right unless he is actually filling his regular assignment at the time, and a yardman filling a temporary vacancy on a crew whose assignment is annulled is not given a displacement right because of such annulment.

However, an employee filling a temporary vacancy on an assignment which is annulled under this rule may, if he desires because of such annulment, return to his regular assignment on the day or days the assignment held as a temporary vacancy is annulled. Regardless, however, of whether an employee returns to his regular assignment or chooses to lose such day or days, he must continue to protect such temporary vacancy unless displaced therefrom or he has claimed another vacancy to which he is entitled under other rules of the Agreement.

3. a. In the event a run or assignment is annulled for one day or more, the yard service employee or employees holding the . run or assignment may exercise their seniority in accordance with the rules.

**INTERPRETATION:**

It is agreed that the above paragraph a. is interpreted to mean that an employee may exercise seniority as provided in the "Annulment of Assignments" rule in the respective Agreements.

- b. Any yard service employee or employees who do not place themselves on a regular run or assignment on the day or days their run or assignment is annulled will revert to the Extra Board and be placed thereon in addition to the employees then on the Extra Board, and remain thereon during the calendar day or days their run or assignment is annulled, returning thereafter to their regular run or assignment, except as hereinafter provided.

**INTERPRETATION:**

It is agreed that the above paragraph b. is interpreted as follows:

- (1) If two or more employees are involved, they will be placed at the foot of the Board in their seniority order.
- (2) Employees who, under this rule, revert to the Extra Board shall go to and from the Extra Board as shown below:
  - (a) If notice of annulment is given on the previous day, at 12:01am of the date for which the run or assignment is annulled.

- (b) if notice is not given until after 12:01 am on the day on which the run or assignment normally goes to work, such employees will go to the Extra Board as of the time notice is given of the annulment of the run or assignment.
- (c) In cases where a regularly assigned employee and an Extra Board employee get off duty at the same time and both are to be marked up on the Extra Board, the Extra Board employee will be marked up ahead of the regularly assigned employee who is exercising the right to mark up on the Extra Board on the day or days the run or assignment is annulled. As example: Regularly assigned switchmen 11:00 pm to 7:00 am is notified during the employee's shift that the assignment is to be annulled and there is an Extra Board employee working with that employee. Upon completion of the shift (7:00 am), the Extra Board employee will be placed on the Board ahead of the regularly assigned employee. This same rule will apply to all Extra Board employees going off duty at the same time, i.e. 7:00 am.
- (d) Employees reverting to the Extra Board under this rule will remain thereon (unless, of course, they get service) until 12:00 midnight of the day on which their run or assignment is annulled.
- (e) In the event a run or assignment is annulled for one day or more and any or all of the displaced yard service employees are deprived of working one or more of the five days of the run or assignment, such yard service employee or employees, if they so desire, shall be placed on the Extra Board in addition to the employees then on the Board so as to be available for work on the sixth and/or seventh days of the work week to provide them an opportunity to work five straight time shifts during the work week provided: (1) that such yard service employees are used from the Extra Board in accordance with the rules, and (2) that such service for the first eight hours on such sixth and/or seventh day will be paid for at straight time rates, until such employee or employees have worked five straight time shifts in that work week, with any service in excess of eight hours on such days to be paid for under the overtime rules.

**INTEBPBETATION:**

It is agreed that the above paragraph (e) is interpreted to mean that if an employee referred to in paragraph (b) above, who has reverted to the Extra Board, fails to obtain work on the day or days on which the run or assignment was annulled, the employee has the privilege, if so desired, and gives notice to this effect in each case, of going on the Extra Board at 12:01 am on either of the employee's "off days." If used from the Extra Board, such service for the first eight hours will be paid for at straight time rates until such employee or employees have worked five straight time days in that work week. Any service in excess of eight hours on such days to be paid for under overtime rules. If an employee chooses to go on the Extra Board under this rule, the employee will be placed at the foot of the Board and remain thereon (unless given service which completes five straight time shifts in the work week) until 12:00 midnight of the second "off day" if the employee has consecutive "off days," and 12:00 midnight of the employee's "off day," if the employee has non-consecutive "off days." If two or more employees are involved, they will be placed at the foot of the Board in their seniority order.

(Calendar day as referred to above means 12:01 am to 12:00 midnight.)

**INTEBPBETATION:**

Not Applicable At Cincinnati

The displacement right will not accrue when an assignment is annulled on a holiday an employee holding an assignment that is annulled on a holiday acquires no displacement right thereby.

## **E. ANNULMENT OF ASSIGNMENTS - Applicable to NO&NE**

1. When a regular yard assignment is to be annulled for one day or longer, the officer in charge will, as soon as it is known that an assignment is to be annulled, promptly notify the yardmen affected.

**NOTE:**

The words "yardmen affected" as used in Paragraph E. 1. above mean the employees who are actually filling the positions on the crew annulled, and of course these are the only employees who are to be notified of the annulment of the assignment.

2. In the event a run or assignment is annulled for one day or more, the yard service employee or employees holding the run or assignment may exercise their seniority in accordance with the rules.

**NOTE 1:**

**It is agreed that the above Paragraph E.2. is interpreted to mean that an employee may exercise seniority within six hours of the time notified of the annulment of his assignment. (When a yardman exercises seniority under this rule, it is a permanent displacement -- not for the day or days on which the assignment is annulled.)**

**NOTE 2:**

**The words "employees or employees holding the run" as used in Paragraph E.2. mean those employees who are regularly assigned to positions on the crew which is annulled and who are actually filling their regular assignments at the time. It therefore follows that an employee who is regularly assigned to a position on a crew which is annulled under this rule is not given a displacement right unless he is actually filling his regular assignment at the time, and a yardman filling a temporary vacancy on a crew whose assignment is annulled is not given a displacement right because of such annulment.**

- 3. Any yard service employee or employees who do not place themselves on a regular run or assignment on the day or days their run or assignment is annulled, will revert to the Extra Board and be placed thereon, in addition to the employees then on the Extra Board, and remain thereon during the calendar day or days their run or assignment is annulled, returning thereafter to their regular run or assignment, except as hereinafter provided.**

**NOTE:**

**It is agreed that the above Paragraph E.3. is interpreted as follows:**

- (a) If two or more employees are involved, they will be placed at the foot of the Board in their seniority order.**
- (b) Employees who, under this rule, revert to the Extra Board shall go to and from the Extra Board as shown below:**
  - (1) If notice of annulment is given on the previous day, at 12:01 a.m., of the date for which the run or assignment is annulled.**
  - (2) If notice is not given until after 12:01 a.m. on the day on which the run or assignment normally goes to work, such employee or employees will go to the Extra Board as of the time notice is given of the annulment of the run or assignment.**
  - (3) In cases where a regularly assigned employee and an Extra Board employee get off duty at the same time and both are to be marked up on the Extra Board, the Extra Board employee will be marked up ahead of the regularly assigned**



employee who is exercising his right to mark up on the Extra Board on the day or days his run or assignment is annulled. For example: Regularly assigned switchman I 1:00 p.m. to 7:00 a.m. is notified during his shift that his assignment is to be annulled and there is an Extra Board employee working with him. Upon completion of the shift (7:00 a.m.) the Extra Board employee will be placed on the Board ahead of the regularly assigned employee. This same rule will apply to all Extra Board employees going off duty at the same time, i.e., 7:00 a.m.

- (4) Employees reverting to the Extra board under this rule will remain thereon (unless, of course, they get service) until 12:00 midnight of the day on which their run or assignment is annulled.

4. In the event a run or assignment is annulled for one day or more and any or all of the displaced yard service employees are deprived of working one or more of the five days of the run or assignment, such yard service employee or employees, if they so desire, shall be placed on the Extra Board in addition to the employees then on the Board so as to be available for work on the sixth and/or seventh days of the work week to provide them an opportunity to work five straight time shifts during the work week, provided: (1) that such yard service employees are used from the Extra Board in accordance with the rules; and (2) that such service for the first eight hours on such sixth and/or seventh days will be paid for at straight time rates, until such employee or employees have worked five straight time shifts in that work week, any service in excess of eight hours on such days to be paid for under the overtime rules.

**Note 1:**

It is agreed that the above Paragraph E.4. is interpreted to mean that if an employee, referred to in Paragraph E.3. above, who has reverted to the Extra Board, fails to obtain work on the day or days on which his run or assignment was annulled, he has the privilege, if he desires, and gives the notice to this effect in each case, of going on the Extra Board at 12:01 a.m. on either of his "off days". If used from the Extra Board, such service for the first eight hours will be paid for at straight time rates until such employee or employees have worked five straight time days in that work week. Any service in excess of eight hours on such days to be paid for under overtime rules. If an employee chooses to go on the Extra Board under this rule, he will be placed at the foot of the Board and remain thereon (unless given service which completes five straight time shifts in his work week) until 12:00 midnight of his second "off day" if he has consecutive "off days", and 12:00 midnight of his "off day" if he has non-consecutive "off days". If two or more employees are involved, they will be placed at the foot of the Board in their seniority order.

**(Calendar days as referred to above means 12:01 a.m. to 12:00 midnight.)**

**Note 2:**

**It is understood and agreed that a regularly assigned employee who reverts to the Extra Board in accordance with the provisions of Paragraph E.3. above, or a regularly assigned employee who voluntarily places himself on the Extra Board on his off days, as permitted by Paragraph E.4. above, shall not be considered eligible for and will not be used on a job on the day or days his run or assignment is annulled, or on his off day or days, as the case may be, if the starting time of such job is on the shift immediately preceding the shift on which such employee is regularly assigned to work. For example; An employee regularly assigned on the first shift, Monday through Friday, will not be eligible for and will not be used on a job starting to work on the third shift Sunday.**

**F. EXERCISE OF SENIORITY**

1. a. **Except as provided in Paragraph 1 .b. below, an employee on a regular or regular relief assignment in yard service, who, under the rules, voluntarily takes another regular or regular relief assignment in yard service, will be permitted to go on the assignment and will take the conditions of that assignment, but will not be permitted to work more than five (5) straight time eight hour shifts, as referred to in Paragraph c. below, in the work week of the assignment which he had at the time he made his choice; provided, however, that if the foregoing would not permit such employee to work one or more days of the assignment of his choice, and if there is no extra or unassigned employee available who could be used to perform the work on those days, he will be used to work those days at the straight time rate.**

**NOTE:**

**It is agreed that the intent and purpose of Paragraph 1.a. above is to prevent regularly assigned employees from working more than five days per week by voluntarily displacing other employees or claiming temporary vacancies.**

- b. **An employee on a regular or regular relief assignment in yard service who takes another regular or regular relief assignment in yard service because:**
  - (1) **he is displaced by another employee in the exercise of seniority; or**
  - (2) **he exercises seniority to a permanent vacancy under bulletin (an employee assigned to a job at the expiration of the bulletin period may work regularly assigned work days at pro rata rate without regard to number of days he worked his old assignment; employees filling jobs during bulletin period on**

oral request, pending assignment, are governed by Paragraph F.1.a. above); or

- (3) his assignment is abolished; or
- (4) a displacement right accrues to him under agreement rules because his assignment is annulled for one day or more; or
- (5) a displacement right accrues to him under agreement rules account a "change in conditions"; or
- (6) he is forced to the assignment by schedule rules;

will work the regularly assigned work days of his new assignment at pro rata rate without regard to the number of days he may have worked on his old assignment, and any other provision of this Article to be contrary notwithstanding.

**NOTE:**

It is understood that the provisions of items 1.a. and b. above do not apply to employees moving to or from a yard Extra Board.

- 2. An employee on a yard Extra Board who takes a regular or regular relief assignment in yard service will be permitted to go on the assignment of his choice and will take the conditions of that assignment.

An employee on a regular or regular relief assignment who goes on an Extra Board will take the conditions attached to the Extra Board, but will not be permitted to work more than five (5) straight time eight hour shifts, as referred to in Paragraph c. below, in the work week starting with the Monday in which the change is made.

- 3. Except as provided in Paragraphs F. 1 .b. and F.2., employees, regular or extra, will not be permitted to work more than five (5) straight time eight hour shifts in yard service (excluding the exceptions from the computations provided for in Article 15, Paragraphs B.3.a. and b.) in a work week, unless the Extra Board has been exhausted, where an Extra Board is maintained, or unless there are no furloughed employees available, where no Extra Board is maintained, and the exigencies of the service require the use of additional employees, in which event the situation will be handled as follows, except as amended by the December 1991, Crew Consist Agreement:

- a. **Vacancies on Positions of Yard Foreman**

Such vacancies will be filled in accordance with the provisions of Article 17.D. In applying this rule it is agreed that the language "standing for service on the shift" is interpreted to mean an employee who is regularly assigned to work that day on such shift.

**b. Vacancies as Car Retarder Operator**

Such vacancies will be filled in accordance with the provisions of the Car Retarder Operator Agreement.

**c. Vacancies on Yardman's Position other than Foreman or Car Retarder Operator**

The senior qualified yardman whose off day is that day and who has made written application for such extra work and whose regular assignment is on the shift on which the vacancy exists, will be used.

If no employees who have filed written application for such extra work are available, past practices heretofore in effect will be followed.

**G. EXTRA ENGINES**

The senior qualified yardmen whose off day is that day, and who have made written application for such extra work, and whose regular assignment is on the shift on which the extra engine is to be used, will be used.

If no employees who have filed written application for such extra work are available, past practices heretofore in effect will be followed.

**NOTE 1a - Applicable to Southern:**

The language "Extra Board is exhausted" means when all employees on the Extra Board have made five straight time days.

**Note 1b - Applicable to CNO&TP, AGS, NOT:**

The language "Extra Board is exhausted" means when there are no Extra Board employees available who can work at least eight hours without violating the Hours of Service Law.

**Note 2:**

Employees desiring extra work under the provisions of this Paragraph shall file written request therefore. Such request may not be withdrawn for a period of thirty 30 days. Notice of withdrawal must be in writing. In the event a yardman serves written notice cancelling request for such extra work, he cannot reinstate request for such extra work within less than thirty (30) days.

**NOTE 3:**

Regularly assigned relief employees who file written request for such extra work may be used for such service on any shift or shifts included in their regular relief assignment. "Shift" means the hours referred to in the Starting Time rule; i.e., First Shift, 6:30 to 8:00, Second Shift, 2:30 to 4:00; and Third Shift, 10:30 to 12:00 midnight.

**NOTE 4:**

If a vacancy occurs or a need for a yardman occurs after calling time, effort will be made to contact the senior employee entitled to work under the above; if he is not available, any employee who has filed written application for such extra work may be used, or the past practices in effect may be followed.

**NOTE 5:**

A day in yard service that is paid for at time and one-half rate solely because of working on a holiday is not an overtime day for purposes of the individual's work week.

**NOTE 6 - Applicable to CNO&TP, AGS, NOT:**

An employee who has filed written request for such extra work on his off days must be available at calling time for the shift on which he is needed. If he is not available, then the next senior available employee having filed written request for such work will be used, and so on. In no employees who have filed written application for such extra work are available, past practices heretofore in effect will be followed.

**NOTE 7 - Applicable to NO&NE only:**

It is understood and agreed that a regularly assigned employee who has made written application for extra work on his off day or days, under the provisions of this Paragraph G., shall not be considered eligible for and will not be used on a job on his off day or days if the starting time of such job is on the shift immediately preceding the shift on which such employee is regularly assigned to work. For example: An employee regularly assigned on the first shift, Monday through Friday, will not be eligible for and will not be used on a job starting to work on the third shift Sunday.

## **ARTICLE 19**

### **MISCELLANEOUS YARD OPERATIONS, ENGINES & SUPPLIES**

#### **A. EQUIPPING YARD ENGINES**

All yard engines shall be properly equipped with grab irons and head lights, except in extreme emergency.

#### **B. ICE**

1. Yardmen will be furnished ice from April 1st to November 1 st, where obtainable.
2. Yardmen will be furnished ice the entire year at St. John's River Terminal and New Orleans Terminal.

#### **C. SELF-PROPELLED MACHINES**

1. The following shall govern the manning of self-propelled vehicles or machines by train service employees (yardmen) used in the maintenance, repair, construction or inspection work:

**Yard Service** - A yard foreman will be employed on on-rail self-propelled vehicles or machines operating within general switching limits provided such machines have sufficient power to move freight cars; and, if more than two cars are handled at any one time, a switchman will also be employed.

This provision will not apply to the operation of self-propelled vehicles or machines in confined areas such as shop tracks, supply areas, tie yards and so forth, except that with respect to such self-propelled machines now working in the confined areas where rules or practices require the employment of a yard groundman, such rules and practices are preserved and the yard foreman's rate will apply to this service.

2. Except under the conditions herein specifically prescribed, operating employees need not be used on self-propelled vehicles or machines. It should be noted in addition that this Article does not alter any existing rules or practices except as specifically stated herein.
3. Nothing contained in this Article shall be construed to require the employment of engine and train service employees where not now required.
4. This Article will be applied as if it was signed in 1964 consistent with the application on the Norfolk Southern excluding Central of Georgia.

## **D . FLAGGING IN CONNECTION WITH MAINTENANCE OF WAY AND CONSTRUCTION JOBS**

The need for yardmen to flag in connection with maintenance of way or construction work shall be determined by Management, and the non-use of yardmen in connection with such service shall constitute no basis for claims. This shall not apply to flagging necessary to protect work trains. In cases where contractors are using pile drivers or cranes and flagging protection is needed, yardmen will be used; where off-track pile drivers or cranes are used, this shall not apply unless tracks are blocked while such machines are performing work other than crossing and recrossing of tracks.

## **E. LIABILITY FOR SUPPLIES - Applicable New Orleans Terminal only**

Yardmen shall not be required to pay for supplies used in the discharge of their respective duties, or be liable for any other charge, excepting for switch keys and one white hand lantern; and charge for them shall be limited to one dollar each, each amount to be refunded at the termination of service upon return of the property to the Company.

## **F. BULLETIN BOARDS**

Bulletin boards or records will be maintained at all terminals for the assignment of crews and extra employees. Access to records as to assignments will be permitted.

## **G. COPY OF BULLETINS AND WRITTEN INSTRUCTIONS**

Bulletins and written instructions to yardmen will be made available to the Local Chairperson of the United Transportation Union upon request.

## **ARTICLE 20**

### **CALLING YARD CREWS**

#### **A. CALLING EXTRA BOARD EMPLOYEES**

1. Extra or unassigned employees may work any five days in a work week and their days off need not be consecutive.
2. Extra yardmen who have a telephone, or live within one mile of the yard office, will be called when needed. Those who do not live within one mile of the yard office and do not have a telephone will not be called. It will be in-bent upon such employees to contact the Call Office and make themselves available for service. There will be no basis for claim on behalf of yardmen who do not live within one mile of the yard office and do not have a telephone.
3. The local official and the Local Chairperson will agree upon a calling time for employees to be called from the Extra Board. The extra employees will be required to protect the work at calling time. If an extra employee is needed after the agreed upon calling time and cannot be contacted promptly, he will not be considered as missing a call or entitled to a runaround for that call but will retain his standing on the Extra Board.

#### **B. NOT CALLED IN ORDER**

When an Extra Board yardman standing first out is not called in his turn through no fault of his own, he will be paid four hours at the rate of pay he would have earned and stand first out. If not called for service within the limit of eight hours, an additional four hours will be allowed and he will stand last out.

**NOTE:**

See Paragraph A.2. An extra employee who does not live within calling distance or does not have a telephone will be deemed to be at fault if not used in his turn from the Extra Board and therefore will not be entitled to pay under this Article.

#### **C. CALLED AND NOT USED**

When extra yardmen are called and not used they will, provided they have reported for duty and are then relieved, be paid four hours at pro rata yard helper's rate and retain their place on the Extra Board. If used on any assignment starting to work at the time for which called, there will be no basis for claim under this rule. If held and then used on an assignment starting within two hours of the time required to first report, their time will commence at the time first required to report. They will be relieved with other members of the crew with which working. They will be paid for the same time as the crew with which they work plus advance time during which held at punitive rates.



# ARTICLE 21

## CAR RETARDER OPERATORS

Applicable to Car Retarder Operators employed at Atlanta, Georgia; Birmingham, Alabama; Chattanooga, Tennessee; Knoxville, Tennessee; and other points where Car Retarder Operators may be employed in the future:

- A. Eight (8) hours or less shall constitute a day's work.
- B.
  - 1. Except when changing off where it is the practice to work alternately days and nights for certain periods, working through two shifts to change off, or where exercising seniority rights from one assignment to another, all time worked in excess of eight hours' continuous service in a 24- hour period shall be paid for as overtime, on the minute basis, at one and on-half times the hourly rate.
  - 2. Actual time on the minute basis at overtime rates will be allowed for service performed by a CRO on a succeeding shift when the operator assigned to or filling the position on the succeeding shift fails to report at the fixed starting time. If the regular employee reports late and relieves the employee working through, the regular employee will be paid only for the actual time worked on a minute basis. Time consumed in making turnover or transfer shall not be counted as overtime.
- C.
  - 1. A separate seniority roster of CRO's will be maintained at each yard where CRO's are employed.
  - 2. Qualified CRO's at each yard as of June 16, 1971 shall have their names listed with their present seniority date and in seniority order on the CRO roster.
  - 3. For the purpose of securing additional qualified personnel to fill the positions of CRO, the Carrier shall promptly offer to each yardman the opportunity to train and qualify as a CRO. Any such employee desiring to train and qualify as a CRO shall so indicate in writing on a form to be made available by the Carrier of his desire to do so within 45 days from the effective date of this Agreement.
  - 4. The Carrier shall make suitable arrangements whereby each employee who has indicated his desire to train and qualify as a CRO shall be given the opportunity to do so, such opportunity being given to those applying in seniority order. Such training and qualification shall be under the supervision of employees working as CRO's and such Carrier officers or supervisory personnel as the Carrier might direct and shall consist of not less than four hours' training on each of not less than 15 separate shifts in yard service. When an employee has completed such period of training and is certified as competent to perform the duties of a CRO by at least two employees holding seniority in that craft, he will, if approved by the Superintendent of Terminals or his designated representative, be given a

**seniority date as CRO which shall be the same as his seniority date as a yardman**

- 5. When all employees who have properly indicated their desire to train and qualify as CRO's under 3. above have been either qualified or disqualified for service in that classification, thereafter, employees who make written application to train and qualify as CRO's shall be afforded an opportunity to do so as provided in the paragraph next above, but shall be given a seniority date as CRO corresponding to his date of approval as CRO by the Superintendent of Terminals.**
- 6. Any yardman now holding an official position with the Carrier or the UTU or any yardman not actively engaged in yard service during any part of the 45 day period referred to in Paragraph C.3., who thereafter returns to active yard service and desires to qualify as CRO, may do so by giving notice in writing to the Carrier within 15 days of such return. He will be given an opportunity to qualify as CRO in the same manner set out in this Paragraph C. and, if qualified, will be given a seniority date as CRO which shall be the same as his seniority date as yardman.**

- D.**
- 1. A yardman who acquires a seniority date as CRO under the provisions of this Article will be required to protect that seniority within five days of the date of his approval as CRO by the Superintendent of Terminals, i.e., he will be required within said five days to exercise his CRO seniority and displace any junior employee working as a CRO on a regular or regular relief assignment if he fails to protect his CRO seniority, he shall forfeit it.**
  - 2. Any qualified CRO who fails to protect his seniority as CRO when he is available and stands for service as CRO shall forfeit his CRO seniority.**
  - 3. A regularly assigned CRO will be permitted to exercise his seniority rights as CRO by displacing a junior CRO on January 1 and July 1 of each calendar year**

## **E. PERMANENT VACANCIES**

- 1. When a permanent vacancy occurs in a position of CRO, it will be bulletined as such for a period of five days. At the expiration of the bulletin period it will be assigned to the senior regularly assigned CRO bidding on the position.**
- 2. During the five day bulletin period, the permanent vacancy may be claimed by the senior regularly assigned CRO making application for same. If not claimed, the job will be filled during the bulletin period as a temporary vacancy under Paragraph F.**
- 3. If no bid is received from a regularly assigned CRO on the permanent vacancy advertised under E. 1., the senior qualified employee, unassigned as CRO, will be assigned to the vacancy. If the senior unassigned qualified CRO is not available for service, the next senior available qualified**

employee unassigned as CRO will be assigned to the vacancy, but the senior qualified employee unassigned as CRO will be required to fill the vacancy when he becomes available.

4. A regularly assigned CRO who is off for any reason during the bulletin period will have the right, after he marks up for service, to exercise his seniority to the bulletined job, provided he does so before performing any service.

## **F. TEMPORARY VACANCIES**

1. During the first three days thereof, a temporary vacancy on a position of CRO will be filled by the senior available qualified employee who stands for service as a regularly assigned yardman on the shift on which the temporary CRO vacancy occurs and has eight hours to work under the Hours of Service Law
2. If a temporary CRO vacancy cannot be filled under F. 1. during the first three days, the first qualified CRO reached in order on the Extra Board who has eight hours to work under the Hours of Service Law will be used to fill the vacancy.

### **NOTE:**

If there is more than one qualified CRO on the Extra Board, each with eight hours to work under the Hours of Service Law, a qualified CRO who has not made five straight time days in the work week will be called in order and used in preference to the qualified employee who has made five straight time days in the work week.

3. A temporary CRO vacancy after a period of three working days may be claimed by a regularly assigned CRO making application for the vacancy prior to the fourth day who will hold the vacancy until the regular CRO reports. If not so claimed, the senior qualified employee, unassigned as CRO, will be assigned to the temporary vacancy on the fourth day and will hold it until the regular CRO reports. If the senior qualified unassigned CRO is not available for the vacancy on the fourth day, the next senior available qualified employee unassigned as CRO will be assigned to the vacancy but the senior qualified employee unassigned as CRO will be required to fill the vacancy when he becomes available.

**G. CRO's will report and be relieved at the CRO tower.**

**H. CRO's will arrange their lunch period so as not to interfere with the operation of the hump. If it should become necessary to perform any operation during lunch period, CRO's will be prepared to do so, without penalty.**

**I. A change in off days or a change of 30 minutes or more in the starting time of a regular CRO assignment shall constitute a change in conditions and CRO's affected shall have the right to exercise their CRO seniority.**

J. The provisions of the following rules of the respective agreements between the Carrier and its yardmen are hereby incorporated within this Agreement by reference and shall be applicable to CRO's.

Norfolk Southern Railway Company

Article 16.C. ....	Starting Time
Article 16.E ....	Lunch Time
Article 16.J ....	Yardmen Laying Off (1st par.)
Article 18. ....	Five Day Work Week
Article 22.E ....	Statute of Limitations
Article 22. J ....	Discharged and Reemployed
Article 22.K ..... ..	Resigning and Reemployed
Article 27.C ..... ..	Application of Hours of Service Law
Article 29 .....	Physical Examinations
Article 30. ....	Time Claims and Grievance
Article 31. ....	Investigations and Court
Article 32 .....	Leave
Article 33 .....	Vacation Agreement
Article 34 .....	Health and Welfare Benefits
Article39.. ....	Union Membership
Article 41 .....	Application of Agreement

# **ARTICLE 22**

## **SENIORITY**

### **A. APPLICATION FOR EMPLOYMENT**

1. Probationary Period - Applications for employment will be rejected within sixty (60) calendar days after seniority date is established, or applicant shall be considered accepted.

Applications rejected by the Carrier must be declined in writing to the applicant.

2. Omission or Falsification of Information - An employee who has been accepted for employment in accordance with Paragraph 1. will not be terminated or disciplined by the Carrier for furnishing incorrect information in connection with an application for employment or for withholding information therefrom unless the information involved was of such a nature that the employee would not have been hired if the Carrier had timely knowledge of it.
3. Termination of Seniority - The seniority of any employee who is furloughed for 365 consecutive days will be terminated if such employee has less than three (3) years of seniority.
4. Service Letters

Employees leaving the Company's service will upon request be given a service letter which will show the time of employment and cause of leaving.

### **B. TOP/BOTTOM IMPLEMENTING AGREEMENT**

1. Seniority rosters of trainmen and yardmen shall be combined on a topped and bottomed basis as set forth below. Where two or more existing yard seniority rosters are to be combined with an existing road seniority roster such yard rosters will be dovetailed with yardmen maintaining prior rights in their respective yards prior to being topped and bottomed with the road roster. All employees on the combined seniority rosters shall have rights to both road and yard assignments. Existing road service employees shall have prior rights to road assignments and existing yard service employees shall have prior rights to yard service assignments.

All employees hired after the effective date of the combination of the seniority rosters shall establish joint road and yard seniority. These individual implementing agreements are reproduced in the Appendix.

**2. Seniority rosters of trainmen and yardmen on the following seniority districts shall be combined as shown:**

<b><u>Road Seniority District</u></b>	<b><u>Yard Seniority District</u></b>	<b><u>Effective Date</u></b>
<b>Atlanta South</b>	<b>Macon, GA</b>	<b>July 22,1973</b>
<b>Birmingham East</b>	<b>Birmingham, AL</b>	<b>July 22,1973</b>
<b>Richmond</b>	<b>Richmond, VA</b>	<b>July 22,1973</b>
<b>Winston-Salem</b>	<b>Winston-Salem, NC</b>	<b>July 22,1973</b>
<b>Atlanta North</b>	<b>Atlanta, GA</b>	<b>July 32,1973</b>
<b>Charleston</b>	<b>Charleston, SC</b>	<b>July 22,1973</b>
<b>GS&amp;F</b>	<b>Valdosta, GA</b> <b>St. Johns River Terminal</b>	<b>July 22,1973</b> <b>June 1,1998</b>
<b>Washington</b>	<b>Alexandria, VA</b> <b>Monroe, VA</b>	<b>July 22,1973</b> <b>July 22,1973</b>
<b>Columbia</b>	<b>Columbia, SC</b> <b>Rock Hill, SC</b>	<b>July 22,1973</b> <b>July 22,1973</b>
<b>Memphis</b>	<b>Memphis, TN</b> <b>Sheffield, AL</b>	<b>July 22,1973</b> <b>July 22,1973</b>
<b>Mobile</b>	<b>Selma, AL</b> <b>Mobile, AL</b>	<b>July 22,1973</b> <b>July 22,1973</b>
<b>Charlotte North</b>	<b>Greenville, SC</b> <b>Spartanburg, SC</b> <b>Charlotte, NC</b>	<b>July 22,1973</b> <b>July 22,1973</b> <b>July 22,1973</b>
<b>Asheville</b>	<b>Asheville, NC</b> <b>Statesville, NC</b> <b>Hickory, NC</b>	<b>July 22,1973</b> <b>July 22,1973</b> <b>July 22,1973</b>
<b>Knoxville</b>	<b>Knoxville, TN</b> <b>Johnson City, TN</b> <b>Bulls Gap, TN</b> <b>Cleveland, TN</b> <b>Bristol, VA</b>	<b>July 22,1973</b> <b>July 22,1973</b> <b>July 22,1973</b> <b>July 22,1973</b> <b>July 22,1973</b>

<u>Road Seniority District</u>	<u>Yard Seniority District</u>	<u>Effective Date</u>
Albemarle	Raleigh, NC	December 12,1973
N O & N E	Meridian, MS Hattiesburg, MS Laurel, MS New Orleans, LA	September 1, 1976 September 1,1976 September 1,1976 September 1,1976
AGS	Attalla, AL	April 1,1976
CNO&TP 1st	Cincinnati- Ludlow Lexington, KY	April 5,1972 April 5,1972
CNO&TP 2nd	Danville, KY Somerset, KY Tennessee Railroad	November 30,1972 November 30,1972 January 3,1996
CNO&TP 3rd/H&NE	de Butts Yard Chattanooga Traction Oakdale Yard	August 1,1973 August 1,1973 August 1,1973
St. Louis	New Albany, IN Huntingburg, IN Evansville, IN Princeton, IN East St. Louis, IL	July 22,1973 July 22,1973 July 22,1973 July 22,1973 July 22,1973
Danville	Lynchburg, VA Danville, VA Greensboro, NC High Point, NC Durham, NC Raleigh, NC Spencer-Salisbury, NC	July 22,1973 July 22,1973 July 22,1973 July 22,1973 July 22,1973 July 22,1973 July 22,1973
Appalachia	None	
Atlantic & Yadkin	None	
Birmingham West	None	
Charlotte South	None	
Louisville	K&IT	May 16,1982
Northern Alabama	None	

### **3. Seniority Bights**

#### **a. Vohmtary Transfers**

- (1) An employee may transfer from road assignment to road assignment under current schedule rules.**
- (2) An employee may transfer from a yard assignment to another yard assignment at another location only (1) by being the successful bidder on a permanent vacancy or (2) if a permanent displacement right accrues to him.**

**NOTE:**

**"Prior rights" employees are not subject to displacement by employees from other yards.**

- (3) An employee in yard service may voluntarily enter road service only by (1) being the successful bidder on a permanent vacancy available under current road schedule rules or (2) if a permanent displacement right accrues to him under schedule rules.**

**If a yardman desires to go on the conductors' or trainmen's Extra Board, he may do so by giving the crew caller advance written notice prior to the adjustment of the Extra Board.**

- (4) An employee in road service may voluntarily enter yard service only by (1) being the successful bidder on a permanent vacancy advertised under current yard schedule rules or (2) by placing himself on a yard Extra Board position that is available to him by giving the crew caller advanced written notice prior to the adjustment of the yard Extra Board or (3) if a permanent displacement right accrues to him under schedule rules.**
- (5) (a) Prior rights trainmen or yardmen voluntarily entering road or yard service will not be compensated or allowed any expenses in connection with special training or examinations required by the Carrier for such service.**
- (b) A prior rights yardman voluntarily entering road service may be required to take necessary rules examinations and to make two round trips in through freight service and one round trip in local freight service. Such familiarization trips will not be required if the yardman has previously been used in road service to that extent in the preceding 12-month period.**
- (c) A prior rights trainman voluntarily entering yard service may be required to accompany a yard crew or**



crews for eight hours in the yard he is entering to familiarize himself with that yard.

**b. Furloughed Employees**

Dual rights employees who are furloughed in either road or yard service must avail themselves of any regular or Extra Board work opportunities in their "dual rights" seniority districts. Failing to avail themselves of such opportunities, they will be advised in writing and failure to respond to service within 15 days, they shall forfeit all yard and road seniority rights.

A "dual rights" employee who is working in road service and is furloughed from road service and is forced to protect yard service as above, will be allowed to return to road service whenever a regular or Extra Board position is available to him.

A "dual rights" yard employee who is working in yard service and is furloughed from yard service and is forced to protect road service as above will be allowed to return to yard service whenever a regular or Extra Board position is available to him.

**c. Extra Boards**

Extra Boards covering road service and Extra Boards covering yard service will be maintained separately and regulated in accordance with applicable schedule rules and agreements.

- (1) Yard Extra Board employees will not be used to fill vacancies in road service unless such road vacancies cannot be filled in accordance with road schedule rules and practices.
- (2) Road Extra Board employees will not be used to fill vacancies in yard service ~~unless such~~ yard vacancies cannot be filled in accordance with the yardmen's agreement and practices.
- (3) Applicable to Southern, CNO&TP 3rd District
  - (a) If necessary to use either road or yard Extra Board employee under the provisions of Paragraph (1) or (2) above, the first-out qualified "dual rights" employee will be used.
  - (b) If a "dual rights" employee is not available, the first-out "prior rights" employee on the Extra Board will be used but only until a "dual rights" employee is available on the Extra Board.

- (4) Applicable to CNO&TP 1st & 2nd Districts, Albemarle District, Louisville District, and AGS (including NO&NE)**

**If necessary to use either a road or yard Extra Board employee under the provisions of this Paragraph 4., the first-out employee will be used.**

**4. Preservation of Existing Agreements**

- a. **Nothing in this Article changes the separation or line of demarcation between yard and road service. The respective yard and road agreements are relaxed only to the extent necessary to accommodate this consolidation of yard and road seniority rosters.**
- b. **Upon establishment of joint road-yard rights as provided hereinabove, the provisions of the governing road or yard service agreements and interpretations will apply, i.e., when an employee works in road service the provisions of the current road agreement will apply, and when an employee works in yard service, the provisions of the current yard agreement will apply.**
- c. **Vacation assignments will be made according to the class of service the employee is engaged in when vacation assignments are made. Seniority date of a prior rights employee will be recognized as controlling in ascertaining qualifications for and preference date of assigned vacations.**

**C. APPLICABLE TO ST. JOHNS RIVER TERMINAL COMPANY**

- 1. **Separate yard foreman's seniority will continue to be maintained for all those who hold such seniority on December 31, 1984. All others will establish yardforeman's seniority in accordance with the practice under the Southern Agreement.**

**Yard foremen, who held such seniority prior to January 1, 1985, may relinquish their rights as foremen and retain their seniority as helpers by giving written notice of their desire to do so to the Superintendent with copy to the Local Chairperson. Yard foremen must protect foremen's service, both regular and extra, for which they stand or forfeit their seniority as foreman and will be dropped from foreman's list, retaining helper's seniority.**

**NOTE:**

**Employees who relinquished their rights as foremen or who were dropped from the foreman's seniority list will not retain any prior rights as yard foreman. Such employees will establish formen's seniority in line with their switchman's seniority.**

2. A separate seniority list of yard foremen who held seniority as yard foremen on December 31, 1984 will be compiled in order of their seniority. These lists will be periodically corrected and accessible to employees.

## **D. SENIORITY LISTS**

1. Yardmen will have preference of work and promotion to positions embraced within the scope of this Article according to their age in yard service, merit and ability being equal.

**Lists of conductors/trainmen/switchmen will be compiled in the order of their seniority. These lists will be periodically corrected and accessible to employees. The date that trainees begin the training program will establish the relative order of seniority among trainees in different classes.**

2. a. **Seniority of employees entering the service as conductors/trainmen/switchmen will be established as follows:**

**After members of a single training class are qualified for service, the relative seniority order of those employees from the same seniority district will be determined by the last four digits of their social security number (0001 first through 9999 last). This understanding does not affect the determination by the supervisor of when an individual trainee successfully completes the training program and begins performing service.**

**NOTE: It is understood that any employee okayed for service shall leave his address with the employing officer. Should he fail to respond for service within fifteen (15) days after being notified, in writing at the address given, he shall forfeit all rights.**

- b. **Should an employee from another district transfer to and establish seniority on another district on the same day a new employee is added to the roster, such transferred employee will always be ranked first.**
- c. **When more than one employee transfers into train service from another craft and establishes train service seniority on the same date, the relative seniority of such employees will be determined by their length of service with the Carrier. The employee with the longest tenure will be placed first.**

**However, if train service employees from another seniority district transfer and establish new train service seniority on the same date as employees transferring from another craft, the former train service employees will be slotted ahead of the employees who transferred from another craft.**

3. When any employee holding seniority in another craft, i.e., engineer and/or yardmaster, stands for a regular position or for extra service in such class, he shall, while he stands for a regular position or extra service, not be permitted to perform service as trainman/yardman except in emergency and must mark off to perform such other service.

It is not the intention of the above in any way to affect trainmen/yardmen being used as conductors or vice versa.

4. **Applicable to GS&F, CNO&TP , and AGS Trainmen**

The most senior trainman in road service will have preference of runs, if competent. When they are ruled incompetent, reason therefore will be given

## **E. STATUTE OF LIMITATIONS**

A statute of limitation of two years is fixed to take up or appeal a case of seniority. If two years have elapsed without any written protest being filed in such case, it cannot be taken up by the General Committee or officials of the Company.

## **F . PROMOTION**

1. In all cases of promotion, the Division Superintendent is to decide as to record and qualifications
2. All trainmen must accept promotion to conductor/foreman when offered by the railroad. Once promoted, trainmen, including those already promoted, will not be permitted to voluntarily relinquish conductor/foreman rights.

Except as modified hereby, existing rules and practices governing promotion continue in effect.

3. Trainmen who established seniority prior to November 1,1985, will not be required to accept promotion to engine service.

Employees with train service seniority prior to November 1,1985 may make a written request for entrance into engine service on their seniority district at any time and, subject to meeting the minimum standards for entrance, will be sent to locomotive engineer training at the earliest available date.

4. Employees whose seniority in train service is on or after November 1, 1985, are required, in order of their trainmen's seniority, to attend locomotive engineer's training and must satisfactorily complete the program or forfeit their train service seniority.
5. If the Carrier's needs for engine service employees are not met during a period when there are not sufficient trainmen (including promoted

conductors) in service with a seniority date on or after November 1, 1985 who must accept promotion to engine service or forfeit seniority in train service, the Carrier may hire qualified engineers or train others for engine service.

## **G. TRAINMEN STANDING FOR CONDUCTOR SERVICE**

1. Permanent conductor vacancies, including positions on the conductor's Extra Board, shall be bulletined for six day; employees working as conductors and demoted employees will be entitled and permitted to bid on same. At the end of the bulletin period, the senior conductor or demoted conductor bidding on same will be assigned. In the event no bid is received, the junior demoted conductor will be assigned and required to take the vacancy. All conductor assignments will be assigned in accordance with standing on the conductor seniority roster.

### **EXCEPTION:**

Standing bids for conductor Extra Board vacancies will be accepted. In the event of such a permanent vacancy and standing bids are on file, the vacancy will be assigned to the senior conductor with a standing bid, and bulletining of the job will be unnecessary.

2. A regular assigned conductor will be allowed to submit a written application to permanent trainman/yardman vacancies currently under bulletin, unless he or she is the junior conductor forced to a no-bid conductor's vacancy in accordance with this Article. Such exercise of seniority as trainman/yardman will not affect or otherwise modify such employee's seniority rights or standing on the conductor seniority roster.
3. A demoted road conductor working in yard service as a regular assigned yard foreman (this does not apply to yard Extra Board) will not be required to fill permanent road conductors vacancies, regular or Extra Board except when no other promoted employee is available.
4. A trainman/switchman will be permitted to work as a trainman/switchman when standing for conductor's service except if forced to a permanent conductor's vacancy as the result of being the junior demoted conductor not protecting conductor's service.
5. The requirement that an employee must remain in road or yard service after successfully bidding from one to the other is eliminated.
6. All schedule rules, agreements and practices which conflict with the above are modified to the extent necessary to permit the changes described in this Article, except to the extent provided in Question and Answer No. 2.

## **H. EMPLOYMENT OF LOCOMOTIVE ENGINEERS**

1. Subject to the Carrier's legal obligations, when selecting new applicants for engine service, opportunity shall first be given to employees in train and yard service represented by the United Transportation Union on the basis of their relative seniority standing, fitness and other qualifications being equal. The Carrier will post notice when seeking new applicants. Transfer of engineers from one seniority district to another on the same railroad system will not be in violation of this provision.
2. Any person who is selected for engine service and does not have seniority as trainman will acquire seniority as trainman upon entering service, subject to Paragraph 3. hereof.
3. An employee who has established seniority as conductor/foreman, trainman/yardman, hostler or hostler helper (but without seniority as a locomotive fireman) who is selected for engine service shall retain his seniority standing and all other rights in train and/or yard hostling service. However, such employee shall be permitted to exercise such rights only in the event he or she is unable to hold any position or assignment in engine service as engineer, fireman on a designated position, hostler or hostler helper.
4. An employee accepting transfer to a locomotive engineer position in accordance with this Article shall retain his seniority standing and all other rights in train and/or yard or hostling service. However, such employee shall be permitted to exercise such rights only in the event he is unable to hold any position or assignment in engine service.

## **I. PROMOTION TO YARDMASTER**

In the selection of yardmasters, the oldest qualified yardman will be considered.

## **J. DISCHARGED AND RE-EMPLOYED**

An employee discharged and re-employed within six (6) months may not lose his seniority, but if not re-employed within six (6) months, he will rank as a new employee, except in special cases.

### **N O T E 1 :**

The six month period provided in this rule shall not commence to run until a decision is rendered which is not appealed in accordance with schedule rules, or until final decision is rendered by the highest officer designed by the Company to handle cases on appeal.

### **NOTE 2:**

The rights of an employee reinstated under the provisions of this rule will be as follows:

- a. He must either place himself upon the position to which he was assigned at the time of his dismissal if such position *is* held by a junior employee, or he may exercise his seniority rights to any position which may have, during his absence, been bulletined or advertised as open on account of change of conditions; provided he does so before performing any service except a conductor may, within six days following reinstatement, exercise his seniority rights.
- b. In the event the position to which the dismissed employee was assigned is, at the time of his reinstatement, held by a senior employee, the reinstated employee may then exercise his rights to any position to which he is entitled by his seniority.
- c. In the event that, under Paragraphs a. and b. above, the reinstated employee desires to place himself in a pool of runs where there is no diversity of layover, he may displace only the junior employee in such pool.
- d. Paragraph c. above does not apply where the reinstated employee under Paragraph a. above returns to the position to which he was assigned at the time of his dismissal, even though such position be in a pool of runs.

## **K. RESIGNING AND RE-EMPLOYED**

Employees who voluntarily leave the service of the Company and are re-employed will rank as new employees.

## **L. HOSTLERS AND HOSTLER HELPERS**

1. The craft or class of firemen (helpers) shall be eliminated through attrition except to the extent necessary to provide the source of supply for engineers and for designated passenger firemen, hostler and hostler helper positions. Trainmen shall become the source of supply for these positions.
2. Except as modified hereinafter, assignments in hostling service will continue to be filled when required by agreements in effect on individual Carriers.
3. The Carriers may discontinue using employees represented by the United Transportation Union as hostlers or hostler helpers provided that it does not result in furlough of a fireman who established seniority prior to November 1,1985 nor the establishment of a hostler position represented by another organization, and provided, further, that this provision will not act to displace any employee who established *seniority* prior to November 1,1985 and who has no rights to service except as hostler or hostler helper.
4. Employees in engine service who established seniority prior to November 1, 1985 will continue to fill hostler and hostler helper positions and vacancies thereon in accordance with agreements in effect as of that date.

If such position cannot be filled by such employees, and it is not discontinued pursuant to Paragraph 2. above, qualified train service employees will be used. In that event, bulletined vacancies will be advertised to train service employees, and if no bids are received the junior qualified train service employee at the location will be assigned; temporary vacancies will be filled from the yard or combined road/yard Extra Board.

5. Yard crews may perform hostling work without additional payment or penalty to the Carrier.

## **M. ENGINEERS ESTABLISHING BRAKEMAN SENIORITY**

1. Engine service employees not possessing ground service seniority as of November 1,1985 shall be placed on the bottom of the appropriate ground service roster upon implementation of this Paragraph. Such employees will be allowed to relinquish their newly acquired seniority during a ninety day period following such implementation.
2. On or after November 1,1985, any person establishing seniority in engine service without first establishing seniority as trainman will establish a seniority date as trainman on the date he or she establishes seniority in engine service.
3. An employee establishing seniority as trainman under this Paragraph 2. shall be permitted to exercise such rights only in the event he or she is unable to hold any position or assignment in engine service as engineer, fireman on a designated position in passenger service, hostler or hostler helper, and such employee shall not, by such placement, be given any "present or protected employee" rights under present crew consist agreements or any negotiated in the future.

## **N. FLOWBACK (For information only - notice has not been served as of the date of this Agreement)**

1. Upon written request of the Organization's authorized representative(s), the Carrier shall meet to discuss establishment of a procedure under which any employee who holds train service seniority and is holding a regularly assigned position as a locomotive engineer may exercise his train service seniority rights. Any such procedures that are established shall be on an individual railroad basis and shall be in accordance with the guidelines set forth in Paragraph 2.
2. a. The number of employees holding regularly assigned positions as locomotive engineers at a location that will be permitted to return to train service under this Paragraph will be limited to the number of qualified and available demoted locomotive engineers at such location on the Option Date, the designated date on which employee may exercise rights hereunder to return to train service. As used in this Paragraph, the term qualified shall be deemed to include (but is



**not limited to) qualification on the physical characteristics of the territory protected by the regularly assigned positions.**

- b. Two Option Dates per calendar year will be designated, which shall be January 1 and July 1 unless otherwise agreed by the parties.**
- c. Not less than seven (7) days prior to the Option Date, any employee working as a locomotive engineer who also has trainman seniority rights may file a request with the designated representative of a Carrier requesting a return to train service.**
- d. Subject to Paragraph 2.a., each employee holding a regularly assigned position as a locomotive engineer who has a valid request on file pursuant to Paragraph c. will be notified on the Option Date, in seniority order (based upon trainman's seniority date), that his request to return to train service will be granted.**
- e. An employee exercising train service seniority rights under this Paragraph will be limited to:**
  - (1) bidding on vacant positions,**
  - (2) claiming open positions, or**
  - (3) displacing the junior employee on extra lists(s).**
- f. The locomotive engineer positions vacated by those employees who return to train service hereunder will be filled by the qualified and available demoted engineers at the location involved, consistent with applicable rules governing the filling of such vacancies.**
- g. An employee returning to train service under this Paragraph will not be permitted to vacate his locomotive engineer's position until his replacement is available to fill such position.**
- h. An employee returning to train service under this Paragraph will be treated, during all time in train service resulting from the exercise of rights granted hereunder, as "non-protected" trainmen ineligible for any form of payment (including guarantees, productivity fund buyouts, allowances and arbitrations) or benefit available to "protected" trainmen under any applicable existing or future crew contracts or agreements.**
- i. An employee returning to train service under this Paragraph will not be permitted to voluntarily return to service as a locomotive engineer until after the next Option Date unless there is no train service position available to the employee at the location involved.**
- j. An employee returning to train service under this Paragraph continues to be subject to force assignment back into locomotive engineer service in accordance with applicable agreements.**

3.
  - a. If the parties are unable to agree upon the procedures to implement this Paragraph within ninety (90) days after the date a request is made under Paragraph N. 1., at any time thereafter during the term of this Agreement either party may submit the matter to final and binding arbitration by serving written notice on the appropriate representative of the other party.
  - b. The arbitrator shall be selected by the parties. If they fail to agree within five days from the date notice of the submission to arbitration is received from the moving party, either party may request a list of five potential arbitrators from the National Mediation Board, from which the parties shall choose the arbitrator through alternate striking. The order of such striking shall be determined by coin flip unless otherwise agreed by the parties. The fees and expenses of the arbitrator shall be borne equally by the parties.
  - c. The arbitrator shall render a decision specifying the procedure for implementation of Paragraph N. 1. within thirty (30) calendar days from the date the appointment is accepted, provided, however, that the arbitrator shall have no jurisdiction to alter or deviate from the provisions of Paragraph N.2. The arbitrator's decision shall be final and binding and shall be guided by the need to minimize disruption to the work force that adversely affect the needs of the service and avoid additional costs to the Carrier.
4. This Paragraph is not intended to restrict any of the existing rights of a Carrier except as specifically provided herein.

## **0. ENHANCED EMPLOYMENT OPPORTUNITIES**

1. In the event that a Carrier sells or leases its interest in one or more rail lines to a non-Carrier pursuant to a transaction authorized under 49 U.S.C. S10901 (or any successor provision) as to which labor protective conditions have not been imposed by any governmental authority, any employee represented by the organization signatory hereto who (i) as a result of that transaction is deprived employment with the Carrier because of the abolition of his position, and (ii) does not accept employment with the purchaser shall be entitled to the benefits set forth in Paragraph 2. below.
2.
  - a. An employee covered by Paragraph 1. above shall have the right, in seniority order, to bid on vacant, must fill positions or claim open, must fill positions in train service at any location on the Carrier at any time within ninety (90) days after being deprived of employment. Seniority issues associated with the exercise of the right shall be resolved by the Carrier and the Organization representative or, absent agreement and at the request of either party by written notice served on the appropriate representative of the other party, by final and binding arbitration as provided in Paragraph b. below. Solely for the purpose of this Paragraph 2., a single train service seniority roster for the Carrier shall be developed, in accordance with applicable rules and procedure, no later than September 30, 1996.

- b. The arbitrator shall be selected by the parties. If the fail to agree writing five (5) days from the date notice of the submission to arbitration is received from the moving party, either party may request a list of five potential arbitrators from the National Mediation Board, from which the parties shall choose the arbitrator through alternate striking. The order of such striking shall be determined by coin flip unless otherwise agreed by the parties. The fees and expenses of the arbitrator shall be paid under Section 153 of the Railway Labor Act.
- c. An employee exercising rights under this Paragraph who relocates his residence shall receive a relocation allowance of \$5,000, provided, however, that an employee shall be required to elect between such allowance and any Carrier relocation benefits that may be provided to such employee under other existing agreements or arrangements. Such allowance shall be paid in two equal installments: the first payable on the relocation date, and the second ninety (90) days thereafter. Such allowance (or any portion thereof) shall be payable as provided as long as the individual has an employment relationship with the Carrier and is still at the new location at the time the payment is due.

**NOTE:**

Employees who presently have extended seniority and who are deprived of employment on their prior right territory(s) as a result of a transaction covered in Paragraph 1. above, will be covered by the conditions of Paragraph 2.c., provided that any exercise of seniority must be beyond their prior right territory(s), with a minimum of fifty (50) miles distance.

- 3. In the case of any transaction authorized under 49 U.S.C. 810901 (or any successor provision), the arrangements provided for under this Paragraph shall be deemed to fulfill all of the parties' bargaining obligations that may exist under any applicable statute, agreement or other authority with respect to such transaction, and shall also be deemed to satisfy the standards for the protection of the interests of employees who may be affected by such transaction described in 49 U.S.C. S10901 (e).
- 4. This Paragraph is not intended to restrict any of the existing rights of a Carrier except as specifically provided herein.

**P. SENIORITY ACCUMULATION (For information only - the BLE has not served notice for exclusive representation on the property covered by this Agreement)**

- 1. a. This Paragraph shall apply only to those Carriers on which an organization other than the United Transportation Union (UTU) is exercising the exclusive right to represent all locomotive engineers in company-level grievance, claim and disciplinary proceedings.

- b. Sixty (60) days after service of written request on the Carrier by the Organization's authorized representative(s), any employee with train service or hostler or hostler helper seniority working as a locomotive engineer will be required, during the period of time he is working as a locomotive engineer, to pay monthly dues to the UTU in order to accumulate any additional seniority as conductor, trainman, hostler or hostler helper. The Organization shall be responsible for administration of such arrangements.**
- 2. On any Carrier on which there are arrangements between the Carrier and the UTU on the date of this Agreement that require train service employees to pay full monthly dues to the UTU to accumulate additional seniority as conductor, trainman, hostler or hostler helper while working as a locomotive engineer, such arrangements shall be terminated as follows:**
  - a. if an Organization other than the UTU is exercising the exclusive right to represent all locomotive engineers in company-level grievance, claim and disciplinary proceedings on such Carrier, on the date such other organization terminates its exclusive representation rights; and**
  - b. if no Organization is exercising the exclusive right to represent all locomotive engineers in company-level grievance, claim and disciplinary proceedings on such Carrier.**
- 3. This Paragraph is not intended to restrict any of the existing rights of a Carrier except as specifically provided herein.**

**QUESTIONS AND ANSWERS**  
**(Applicable to Paragraph B. - Top and Bottom Implementing Agreement)**

**Question #1 :**

**If the Yard Extra Board is exhausted, can a Road Extra Board employee be used to fill the vacancy?**

**Answer:**

**Only after exhausting all rules and practices in effect under the Yardmen's Rules.**

**Question #2:**

**If the Road Extra Board is exhausted, can a Yard Extra Board employee be used to fill the vacancy?**

**Answer:**

**Only after exhausting all rules and practices in effect under the Trainmen's Rules.**

**Question #3:**

**Can a Road Extra Board employee be used in yard service to prevent paying time and one half?**

**Answer:**

**No. Yard rules would apply.**

**Question #4:**

**If a Yard Extra Board prior rights employee is used as described in Paragraph B.3.c. and he is relieved by the first available dual rights employee, who is entitled to deadhead pay?**

**Answer:**

**First to - First from after he fills his commitment to the assignment.**

**Question #5:**

**If a furloughed prior rights employee is notified to return to service to protect his expanded seniority, and does not report in accordance with the rules, does he only forfeit his expanded seniority?**

**Answer:**

**Yes.**

**QUESTIONS AND ANSWERS**  
**(Applicable to Paragraph B. - Top and Bottom Implementing**  
**Agreement)**  
**(cont'd)**

**Question #6:**

If a furloughed "prior rights" employee is notified to return to service to protect his "prior rights" seniority and fails to do so under the schedule rules, does he forfeit his expanded seniority as well as his "prior rights" seniority?

**Answer:**

**Yes.**

**Question #7:**

Does Paragraph B.3.b. intend that only one employee be notified if there is more than one work opportunity available?

**Answer:**

If there is only one work opportunity available, there will be only one furloughed employee notified. If there are two work opportunities, there will be two furloughed employees notified, and so on for the number of work opportunities; the senior furloughed employee having his choice of the work opportunity positions available to him.

## **QUESTIONS AND ANSWERS**

### **(Applicable to Paragraph G. - Trainmen Standing for Conductor Service)**

**Question #1 :**

**Can regular assigned conductors who acquire a displacement right under the Conductor Agreement exercise that displacement right (regular or temporary) to a trainman/yardman position?**

**Answer:**

**No.**

**Applicable to Charlotte District North and Charlotte District South - Yes, from a regular position. No, from a temporary vacancy.**

**Question #2:**

**Can a regular assigned trainman/yardman who acquires a displacement right (regular or temporary) under the Trainman/Yardman Agreement exercise that displacement right to a conductor's position?**

**Answer:**

**No. This is not intended to deprive a protected employee who has lost that protection as a result of a non-protected employee going to a conductor's position, from exercising his 24-hour election under Article 37, Paragraph I.**

**Applicable to Charlotte District North and Charlotte District South - Yes, from a regular position. No, from a temporary vacancy. This is not intended to deprive a protected employee who has lost that protection as a result of a non-protected employee going to a conductor's position, from exercising his 24-hour election under Article 37, Paragraph I.**

**Question #3:**

**How is the junior demoted conductor determined in application of the force assigned rule?**

**Answer:**

**The junior demoted conductor will be determined by the seniority standing on the conductor seniority roster. The junior demoted conductor not regular assigned as a conductor/foreman at the expiration of the bulletined period will be the junior demoted conductor for the purpose of force assignment.**

## **QUESTIONS AND ANSWERS**

### **(Applicable to Paragraph G. - Trainmen Standing for Conductor Service)**

**Question #4:**

**In accordance with this agreement, will a demoted road conductor working in yard service and not regular assigned as yard foreman be required to fill permanent road conductor vacancies (regular or Extra Board)?**

**Answer:**

**Yes, if no bid is received, and he or she is the junior demoted conductor on the conductor's seniority roster.**

**Question #5:**

**Can a junior demoted conductor who is force assigned displace a junior conductor who bids successfully and is regular assigned to a conductor's assignment?**

**Answer:**

**No. The only displacement allowed would be to an assignment held by a junior conductor who was force assigned.**

**Question #6:**

**Should a conductor, who has been cut off the Extra Board, be permitted to displace a junior conductor?**

**Answer:**

**Yes.**

**Question #I:**

**Can a conductor, who was force assigned to the conductor Extra Board and subsequently cut off the Extra Board, be permitted to return to a trainman position?**

**Answer:**

**Yes, unless he or she is the junior demoted conductor and a conductor his or her senior is force assigned.**



## **QUESTIONS AND ANSWERS**

### **(Applicable to Paragraph N. - Flowback)**

#### **Question #1**

**Do the provisions of this Paragraph supersede the provisions of Article XIII of the October 3 1, 1985 National Agreement which requires individuals' to exhaust all engine service seniority prior to returning to train service?**

**Answer:**

**Yes, solely for purposes of exercising rights under this Paragraph.**

#### **Question #2:**

**In Paragraph N. I., what does "individual railroad" intend?**

**Answer:**

**It is intended to mean the territory within the jurisdiction of the individual UTU General Committees. The UTU General Committees having jurisdiction must concur.**

#### **Question #3:**

**When implementing the provisions of this Paragraph on "an individual railroad basis", was the intent of the parties that each organization representative would retain their autonomous jurisdiction?**

**Answer:**

**Yes, it is intended to mean the territory within the jurisdiction of the individual UTU General Committees. The UTU General Committees having jurisdiction must concur.**

#### **Question #4:**

**Are the crew consist protected employees returning to train service in Paragraph N.2.h. entitled to exercise seniority placement to "blankable" positions?**

**Answer:**

**No.**

#### **Question #5:**

**May the Carrier make the request to implement the provisions of this Paragraph?**

**Answer:**

**No. The request to implement these provisions must be made by the authorized representatives of the Organization.**

**QUESTIONS AND ANSWERS**  
**(Applicable to Paragraph N. - Flowback)**  
**(cont'd)**

**Question #6:**

**What is the definition of "replacement is available" in Paragraph N.2.g.?**

**Answer:**

**An engine service employee who is qualified to protect the service requirements of the assignment being vacated under existing applicable rules.**

**Question #7:**

**Does this rule affect in any way or change existing rules which permit for the voluntary forfeiture of engine service seniority?**

**Answer:**

**No. Such rules remain unchanged.**

## QUESTIONS AND ANSWERS

### (Applicable to Paragraph 0. - Enhanced Employment Opportunities)

**Question #1 :**

Should a subsequent separate transaction occur after an initial relocation would the affected employee be allowed to again apply under Paragraph 0.2.?

**Answer:**

Yes.

**Question #2:**

What does "deprived of employment" mean for the purposes of the application of this Paragraph?

**Answer:**

The inability to obtain any possible position to which entitled.

**Question #3:**

Will the resultant seniority roster established per Paragraph 0.2. cause any employee to suffer a loss of seniority on any roster to which they currently have seniority?

**Answer:**

No. Such employee establishes seniority as of the date of service in the vacant, must fill or claim open, must fill position. All existing seniority remains intact.

**Question #4:**

Was it the intent of the parties to include yardmasters for the purposes of the application of this Paragraph?

**Answer:**

Yes, as provided in Side Letter #4 of the Yardmasters Agreement dated May 8, 1996.

**Question #5:**

In order for any employee to receive the relocation allowance under Paragraph 0.2.c., is it required that the employee:

- (a) Sell his/her existing residence?
- (b) Stay/work a minimum amount of time at the new location?
- (c) Move thirty (30) or more miles from his former residence?

**Answer:**

**(a)** No.

**(b)** To receive the full allowance, the rule requires that the employee be at the new location at the time the second payment is due.

**QUESTIONS AND ANSWERS**  
**(Applicable to Paragraph 0. - Enhanced Employment Opportunities)**  
**(cont'd)**

- (c) Yes. The note to Paragraph 0.2.c. requires an exercise of seniority a distance greater than 50 miles.**

**Question #6:**

**What is the definition of “prior right territory(s)” as set forth in the note to Paragraph 0.2.c.?**

**Answer:**

**This is determined on the individual properties in accordance with the applicable rules and/or practices governing seniority.**

## **QUESTIONS AND ANSWERS**

### **(Applicable to Paragraph P. - Seniority Accumulation)**

**Question #1 :**

**Are seniority accumulation provisions which are covered by a local crew consist moratorium amended, altered or abrogated by this rule?**

**Answer:**

**No.**

**Question #2:**

**Does this Paragraph apply to all craft seniority that remains protected under UTU contracts, including pre- 1985 Fireman's Seniority?**

**Answer:**

**Yes.**

**Question #3:**

**What is the effect on an individual's seniority if they choose not to comply with the provisions of this Paragraph once enacted, but subsequently meet the requirements?**

**Answer:**

**The individual accrues seniority only during the months where they are in compliance with the rule provisions.**

# **ARTICLE 23**

## **ROAD-YARD MOVEMENTS**

### **A. SWITCHING**

1. Employees in road freight service will not be called upon to make up or put away their trams, or do switching at initial or final terminals, where switch engines are on duty, except to the extent specified in this Article.
2. At initial terminal, coupling train together to close cuts in train occasioned by the necessity for protecting road crossings or switching out bad order cars from their own train regardless of when discovered or setting head end over when train is on two tracks, shall not be deemed to be making up train or switching within the meaning of Paragraph A.
3. At final terminal, doubling over where one track will not hold the train (the second track may be used) or cutting the train for road-crossings will not be deemed to be putting away train or switching within the meaning of this Paragraph A.
4. Road crews may perform the following work in connection with their own trains without additional compensation and without penalty payment to yard crews, hostlers, etc.:
  - a. Get or leave their train at any location within the initial and final terminals and handle their own switches. When a crew is required to report for duty or is relieved from duty at a point other than the on and off duty point fixed for that assignment and such point is not within reasonable walking distance of the on and off duty point, transportation will be provided.
  - b. Make up to three (3) additional moves at the (a) initial terminal, (b) intermediate point and (c) final terminal; and in connection therewith spot, pull, couple or uncouple cars set out or picked up by them and reset any cars disturbed. Each of the moves, those previously allowed plus the new ones, may be any one of those prescribed by Presidential Emergency Board 2 19: pick-ups, set-outs, getting or leaving the train on multiple tracks, interchanging with foreign railroads, transferring cars within a switching limit, and spotting and pulling cars at industries.

#### **NOTE:**

Article 4.b. permits 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 setouts or pickups.

- c. In connection with pick-ups and/or set-outs within switching limits at intermediate points where yard crews are on duty, spot, pull,

couple or uncouple cars set out or picked up by them and reset any cars disturbed in connection therewith.

- d. **Handle engines to and from train to ready track and engine house, including all units coupled to the operating unit(s) and exchange engine(s) of their own train.**
- e. **At locations outside of switching limits there shall be no restrictions on holding onto cars in making set-outs or pick-ups, including coupling or shoving cars disturbed in making set-outs or pick-ups.**

**NOTE:**

**In case of emergency, as hereinafter defined, the provisions of this Paragraph A shall not prevent road crews from performing service other than as specified above. For purposes of this Paragraph A. an emergency is defined as wrecks, washouts, fires, floods or other similar occurrences, either in yard or on road, which necessitates the performance of switching service. In the event of the performance of switching in emergency as herein described, road employees shall be compensated therefor in accordance with payment provided for in Paragraph 5. below. If used in other than an emergency, when switch engines are on duty, conductors will be paid not less than four hours of pro rata yard rate separate and apart from all other earnings.**

- 5. a. **Except to the extent provided for in Paragraphs A.2., 3. and 4. of this Article 23, employees in through freight service performing switching at their initial or final terminals where switch engines are not on duty, shall be paid separately therefor on a minute basis with a minimum of one hour at pro rata rates, provided, however, if road overtime accrues, computed from time required to report for duty until final relief, and this overtime at time and one-half is greater than the payment due for the initial and final terminal switching at pro rata rates, the road overtime will be paid and the terminal switching payments eliminated. In no case will both the arbitrary payment for switching and road overtime be made.**
- b. **In calculating the time engaged in switching, it is understood:**

**For trainmen, time will be continuous from the time the work is begun until it is completed and train is coupled together.**

**For conductors, at initial terminal will be computed continuously from the time reporting for duty until the switching is completed and the train coupled together; when so coupled, road time will commence.**

**NOTE:**

**If paid road overtime under section 5.a. above, the switching allowance is not applicable.**

At final terminal, switching time will be computed from time train arrives as indicated on train register until all switching is completed and the crew is finally released.

**NOTE:**

Payments under the above shall be made as follows:

1st - Compute final delay under final delay rule of the schedule.

2nd - Compute time to be paid for switching at such final terminal.

3rd - Pay whichever is greater; the intention being that there shall be no payment for both, but one payment which shall be the larger.

Past practices as to switching service performed by pushers, road switchers or mine runs shall be continued.

**NOTE:**

Where applicable, switching allowances payable to road crews, in accordance with Paragraph 5. and Paragraph 7., apply to employees whose seniority date in a craft covered by this Article precedes October 3 1, 1985 and such allowances are not subject to general or other wage increases.

- c. If used in other than emergency as defined above, when switch engines are on duty, conductors will be paid not less than a minimum of four hours at pro rata yard rate, separate and apart from all other earnings.
- d. Local freight conductors whose initial or final terminal is a division home terminal as listed below, where switch engines are not on duty will be paid as provided in paragraphs 5.a. & b. above for switching.



Division home terminals referred to in this paragraph are as follows:

<u>DMSION</u>	<u>SENIORITY</u>	<u>DISTRICT</u>	<u>LOCATION</u>
Piedmont	Washington		Alexandria.
	Danville		Linwood
	Richmond		Richmond
	Albemarle		Raleigh (Middle Dist.)
	Winston-Salem		Winston-Salem
	Charleston		Charleston
	Asheville		Asheville
	Columbia		Columbia
	Charlotte North		Greenville
	Charlotte South		Atlanta
Georgia	Atlanta North/South		Atlanta
	GS&F		Macon
Tennessee	Knoxville		Knoxville
	Memphis		Sheffield
	Appalachia		Appalachia
Alabama	Birmingham	East/West	Birmingham
	Mobile		Selma
	NA		Sheffield
	AGS		Birmingham
	AGS		Chattanooga
	AGS		Meridian
	NONE		Meridian
	Louisville		Louisville
Kentucky	St. Louis		Louisville-Princeton
	CNO&TP	1st	Cincinnati
	CNO&TP	2nd	Danville
	CNO&TP	3rd	Chattanooga

- 6. Local freight, mine run, helper and road switcher crews running in and out of terminals, except as provided in Paragraph 5.d. above, where switch engines are not employed, will not be paid for work performed at such terminals unless it accrues under the road miles per hour basis.
- 7. Applicable to GS&F Conductors & Trainmen, CNO&TP and AGS Trainmen
  - a. If train crews are called upon to perform switching, in addition to that permitted in Paragraphs 2., 3., and 4. above, at their initial or final terminals where switch engines are working, they will be paid at pro rata rates with a minimum of one hour. Less than 30 minutes will not be counted. Thirty-one through eighty-nine minutes will be paid one hour. Ninety through one hundred forty-nine minutes will be paid two hours, etc.

If road overtime accrues, computed from time required to report for duty until final relief, and this overtime at time and one-half rates is greater than the payment due for the initial or final terminal switching at pro rata rates, the road overtime will be paid and the terminal switching payments eliminated. In no case will payment for both the arbitraries and road overtime be made.

It will be understood however that the term "switching" does not include the setting out nor the taking on of cars at terminals in case of emergency.

- b. Local freight crews running in or out of terminal where switch engines are not employed will not be paid for work performed at such terminals unless it accrues under the road miles per hour basis.
- c. In calculating the time engaged in switching it is understood that the time will be continuous from the time the work is begun until it is completed and train is coupled together.

## **B. THROUGH FREIGHT CREWS SWITCHING ON LINE OF ROAD**

- 1. Conductors or trainmen will qualify for local freight rate if required to perform the following on line of road:
  - a. Switching on line of road which is not incident to or a part of their train movement. Picking up and setting off cars shall be considered part of their train movement.
  - b. If, in setting out cars, they are required to place cars at a certain point on a designated track for loading or unloading. This does not apply to branch, specified and anomalous runs named as "excepted runs" in Article 14.

### **NOTE:**

At intermediate points road crews may be required to take engines to the shop and exchange engines, as part of their regular duties without additional compensation.

- c. Through freight trains will be classified before leaving terminal to the extent of placing short haul cars on the head end; in so placing cars for short haul points, they shall be placed together. If through freight employees are instructed to set cars out short of original destination, they will, if more than two set-outs of such cars are made from their train, be paid local freight rates. This shall not apply to cars containing perishables which are diverted by shipper's order.

### **NOTE:**

The specification that cars for short haul points shall be placed together means that when leaving the initial terminal

short haul cars for each destination shall be together and all short haul cars shall be placed on the head end of train; it does not, however, require that such short haul cars need be in station order. Initial terminal as used herein means within yard limit boards governing the yard from which the train leaves.

- d. If required to pick up cars (except perishables) between terminals which are not destined to or beyond the final terminal of the assignment. It is understood that this paragraph does not, nor is it intended, to apply to any class of freight cars going to or beyond the final terminal of the assignment.
- e. If required to pick up cars at intermediate points and handle into their final terminal for back-haul movement in the reverse direction.

**NOTE:**

The use of the words "pick up", as used in this Paragraph B, shall not be construed to mean that short haul cars may be placed in a through freight train at intermediate points by switch engine, thereby defeating the claim for local freight rate.

- 2. Turnaround through freight crews may, without payment of local freight rate, be required to:
  - a. Set out at intermediate points between the starting terminal and turning point cars handled out of the starting terminal;
  - b. Pick up at intermediate points between the starting terminal and turning point cars destined to or beyond the turning point of the run;
  - c. Set out at intermediate points on return leg of trip cars loaded with perishables picked up at the turning point;
  - d. Pick up at intermediate points on return leg of trip any cars destined to or beyond the final terminal of the run.

## **C. INCIDENTAL WORK**

- 1. Road and yard employees in ground service and qualified engine service employees may perform the following items of work in connection with their own assignments without additional compensation:
  - a. Handle switches
  - b. Move, turn and spot locomotives and cabooses
  - c. Supply locomotives and cabooses, except for heavy equipment and supplies generally placed on locomotives and cabooses by employees of other crafts

- d. **Inspect cars**
- e. **Start or shutdown locomotives**
- f. **Bleed cars to be handled**
- g. **Perform walking and rear-end air tests**
- h. **Prepare reports while under pay**
- i. **Use communication devices; copy and handle train orders, clearances and/or other messages**
- j. **Any duties formerly performed by firemen**

**2. Road and yard employees in engine service and qualified ground service employees may perform the following items of work in connection with their own assignments without additional compensation:**

- a. **Handle switches**
- b. **Move, turn, spot and fuel locomotives**
- c. **Supply locomotives except for heavy equipment and supplies generally placed on locomotives by employees of other crafts**
- d. **Inspect locomotives**
- e. **Start or shutdown locomotives**
- f. **Perform head-end air tests**
- g. **Prepare reports while under pay**
- h. **Use communication devices; copy and handle tram orders, clearances and/or other messages.**
- i. **Any duties formerly performed by firemen.**

**NOTE:**

**These provisions concerning Incidental Work are intended to remove any existing restrictions upon the use of employees represented by the UTU to perform the described categories of work and to remove any existing requirements that such employees, if used to perform the work, be paid an arbitrary or penalty amount over and above the normal compensation for their assignment. Such provisions are not intended to infringe on the work rights of another craft as established on any railroad.**

**D. COMBINATION ROAD-YARD SERVICE ZONES - Yard Crews**

**Yard crews may perform the following work outside of switching limits without additional compensation except as provided below:**

- 1. Bring in disabled train or trains whose crews have tied up under the Hours of Service law from locations up to 25 miles outside of switching limits.**
- 2. Complete the work that would normally be handled by the crews of trains that have been disabled or tied up under the Hours of Service Law and are being brought into the terminal by those yard crews. This Paragraph does not apply to work train or wrecking service.**

**NOTE:**

**For performing the service provided in 1. and 2. above, yard crews shall be paid miles or hours, whichever is greater, with a minimum of one (I) hour for the class of service performed for all time consumed outside of switching limits. This allowance shall be in addition to the regular yard pay and without any deduction therefrom for the time consumed outside of switching limits. Such payments are limited to employees whose seniority date in a craft covered by this Article precedes October 31,1985 and is not subject to general or other wage increases.**

- 3. Perform service to customers up to 20 miles outside switching limits provided such service does not result in the elimination of a road crew or crews in the territory. The use of a yard crew in accordance with this paragraph will not be construed as giving yard crews exclusive rights to such work. This paragraph does not contemplate the use of yard crews to perform work train or wrecking service outside switching limits.**
- 4. Nothing in this Article will serve to prevent or affect in any way a Carrier's right to extend switching limits in accordance with applicable agreements. However, the distances prescribed in this Article shall continue to be measured from switching limits as they existed as of August 25, 1978, except by mutual agreement.**
- 5. Yard crews may perform hostling work without additional payment or Penalty.**
- 6. Time consumed by yard. crews in Road-Yard-Zones established under this Article will not be subject to equalization as between road and yard service crews and/or employees.**

**E. COMBINATION ROAD YARD - (June 25,1964 National Agreement)**

- 1. The last yard crew assignment in a yard, or on a shift where more than one yard assignment is employed, may be discontinued. (Yard as used herein is defined to mean a common terminal point where a seniority roster for yardmen is maintained.)**

2. Road crews may perform any yard service at yards where yard crews are not employed.
3. Road crews may continue to perform any yard service now permitted, without additional payments, if such payments are not now required. See Paragraph AS. of this Article 23 for payment to trainmen (who establish seniority prior to October 3 1,1985) in through freight service performing switching at the initial or final terminal where switch engines are not on duty.
4. At points where a yard crew or yard crews are employed, the starting time of the first yard crew assignment shall begin a twelve-hour period (herein called the first twelve-hour period) within which road crews may not perform yard service not permitted on the day immediately preceding the effective date of this agreement. Road crews may-be required to perform any yard service during a second twelve-hour period beginning at the expiration of the first twelve-hour period, provided yard crew assignments are not assigned to start or terminate during such second twelve-hour period.
5. Initial and final terminal delay rules shall not be disturbed by this agreement except that when road crews perform yard service for which they are compensated under the provisions of Paragraph 3. hereof during a period to which initial terminal delay or final terminal delay rules are otherwise applicable, such road crews will be paid either terminal delay or switching, whichever will produce the greater amount of compensation.
6. Every employee deprived of employment as the immediate and proximate application of this rule, shall be entitled to the schedule of allowances set forth in Section 7(a) of the Washington Agreement of May 21, 1936; or to the option of choosing the lump-sum separation allowance set forth in Section 9 of said Agreement. In addition to the foregoing, employees who do not elect to accept the lump-sum separation allowance set forth in Section 9 of said Agreement, if qualified, may elect within one year from the date of their furlough to prepare themselves for some other occupation for which training is available (of the type approved by the Veterans Administration under the Veterans' Readjustment Assistance Act of 1952), with the Carrier paying 75 percent of the tuition costs of such training for a period not exceeding two years. Whenever and to the extent that the United States Government makes provisions for retraining out of public funds, the obligation of the Carrier shall be reduced correspondingly. Those employees who elect to accept the lump-sum separation allowance set forth in Section 9 of the Washington Agreement of May 21, 1936 will not be entitled to retraining benefits.

## **F. ENHANCED CUSTOMER SERVICE**

Article VIII - Special Relief, Customer Service - Yard Crews of the UTU Implementing Document of November 1,199 1, Document A, is amended to read as follows and furthermore shall be applicable to all Carriers party to this Agreement:

1.
  - a. **When an individual Carrier has a customer request for particularized handling that would provide more efficient service, or can show a need for relaxation of certain specific work rules to attract or retain a customer, such service may be instituted on an experimental basis for a six-month period.**
  - b. **Prior to implementing such service, the Carrier will extend seven (7) days' advance notice where practicable but in no event less than forty-eight (48) hours' advance notice to the General Chairperson of the employees involved. Such notice will include an explanation of the need to provide the service, a description of the service, and a description of the work rules that may require relaxation for implementation. Relaxation of work rules that may be required under this Paragraph G. shall be limited to: starting time, yard limits, calling rules, on/off duty points, seniority boundaries, and class of service restrictions.**
  - c. **A Joint Committee, comprised of an equal number of Carrier representatives and Organization representatives, shall determine whether a need exists, as provided in Paragraph 1.a. above, to provide the service. If the Joint Committee has not made its determination by the end of the advance notice period referenced in Paragraph 1.b. above, it shall be deemed to be deadlocked, and the service will be allowed on an experimental bases for a six-month period. If, after the six-months has expired, the Organization members of the Joint Committee continue to object, the matter shall be referred to arbitration.**
  - d. **If the parties are unable to agree upon an arbitrator within seven days of the date of the request for arbitration, either party may request the National Mediation Board to provide a list of five potential arbitrators, from which the parties shall choose the arbitrator through alternate striking. The order of such striking shall be determined by coin flip unless otherwise agreed by the parties. The fees and expenses of the arbitrator shall be borne equally by the parties.**
  - e. **The determination of the arbitrator shall be limited to whether the Carrier has shown a bona fide need to provide the service requested or can provide the service without a special exception to existing work rules being made at a comparable cost to the Carrier. If the arbitrator determines that this standard has not been met, the arbitrator shall have the discretion to award compensation for all wages and benefits lost by an employee as a result of the Carrier's implementation of its proposal.**
2. **This Paragraph F. is not intended to restrict any of the existing rights of a Carrier.**

## G. INTERCHANGE

1. a. At points where yard crews are employed, road freight crews may be required to receive their over-the-road trains from a connecting Carrier or deliver their over-the-road trains to a connecting Carrier provided such trains are solid trams, except as provided in b. below, which move from one Carrier to another intact with or without motive power and/or caboose.
- b. The crew of an over-the-road solid run-through train may performed one move as prescribed in the second sentence of Paragraph A4.b. of this Article 23, in addition to delivering and/or receiving their train in interchange.
2. If road crews referred to in Paragraph 1. above are not required to return or deliver their motive power and/or their cabooses to or from their on or off duty points an alternate means of transportation will be provided.
3. At designated interchange points if a Carrier does not now have the right to specify additional interchange tracks it may specify such additional track or tracks as the Carrier deems necessary provided such additional track or tracks are in close proximity. Bulletins specifying additional tracks will be furnished the General Chairperson(s) involved prior to the effective date.
4. If the number of cars being delivered to or received from interchange tracks of a connecting Carrier exceeds the capacity of the first track used, it will not be necessary that any one interchange track be filled to capacity before use is made of an additional track or tracks provided, however the minimum number of tracks necessary to hold the interchange will be used.
5. Crews used in interchange service may be required to handle interchange to and from a foreign Carrier without being required to run "light" in either direction.

Work equities between Carriers previously established by agreement, decision or practice will be maintained with the understanding that such equity arrangements will not prevent Carriers from requiring crews to handle cars in both directions when making interchange movements. Where Carriers not now using yard and transfer crews to transfer cars in both directions desire to do so, they may commence such service and notify the General Committees of the railroad involved thereof to provide an opportunity to the General Committees to resolve any work equities between the employees of the Carriers involved. Resolution of work equities shall not interfere with the operations of the Carriers or create additional expense to the Carriers. It is agreed, however, that the Carriers will cooperate in providing the committees involved with data and other information that will assist in resolution of work equities.

6. The provisions of this Article are not intended to impose restrictions with respect to interchange operation where restrictions did not exist previously.



## **H. PROTECTION**

1. Employees adversely affected by the provisions of Paragraphs A.4.b. and G. 1 .b. of this Article 23 shall receive the protection afforded by Article I (except Section 4) of the New York Dock Protective Conditions (Appendix III, F.D. 28250).
2. Where employees of terminal companies are affected by the additional relief granted Carriers by the provisions of Paragraphs A.4.b. and G. 1 .b. of this Article 23, rosters shall be topped **and** bottomed on the appropriate roster of each owning line, maintaining prior rights. The Carrier and employee representatives shall agree upon a method to top and bottom rosters, as provided above, to protect the seniority interests of affected terminal company employees.

- I. Nothing in this Article is intended to restrict any of the existing rights of the Carrier.

## **QUESTIONS AND ANSWERS (Applicable to Paragraph A. - Switching)**

**Question #1 :**

A road freight crew may be required to “pick-up and/or set out at each intermediate point between terminals” without additional compensation. Are we to understand that this modifies existing conversion rules, i.e., stops made at points where yard crews are employed to pick up and/or set out will no longer be counted in the application of these rules?

**Answer:**

No. Switching allowances, arbitraries and/or penalty payments formerly allowed for this service are the types of “additional compensation” which are eliminated; however, existing conversion rules are not modified or set aside by the provisions in question.

**Question #2:**

Does the “additional compensation” referred to in this Article 23 affect initial and final terminal delay and conversion rules?

**Answer:**

No.

**QUESTIONS AND ANSWERS**  
**(Applicable to Paragraph E. - Combination Road Yard)**

**Question:**

How will the 1964 Agreement provisions be applied?

**Answer:**

They will be applied as if the agreement was signed in 1964 consistent with the application on the Norfolk Southern excluding Central of Georgia.

## **QUESTIONS AND ANSWERS**

### **(Applicable to Paragraph F. - Enhanced Customer Service)**

**Question #1 :**

What is the intent of the parties with respect to the provision in Paragraph F. 1 .b. which states "..., the Carrier will extend seven (7) days advance notice where practicable but in no event less than forty-eight (48) hours advance notice..."?

**Answer:**

The intent was for the Carriers to routinely give as much advance notice as possible to the involved UTU General Chairperson(s) prior to implementation of the proposed service under Paragraph F. 1 .a.

**Question #2:**

Should the Carrier notify the General Chairperson(s) in writing when and where it intends to establish such service and identify the involved customer?

**Answer:**

Yes, and such notification should include the specific rule(s) where relief or relaxation is requested.

**Question #3:**

What will prevent the Carrier from routinely furnishing the minimum notice under the rule, i.e., 48 hours, prior to implementing the desired service?

**Answer:**

The intent was for the Carriers to routinely give as much advance notice as possible to the involved UTU General Chairperson(s) prior to implementation of the proposed service under Paragraph F. 1 .a.

**Question #4:**

Is it the intent of the parties that the Joint Committee referred to in Paragraph F.1.c. will be established and meet at the location where the proposed sex-vice is to be implemented?

**Answer:**

The Committee will confer by whatever means are appropriate and practical to the circumstances, including telephonically.

**QUESTIONS AND ANSWERS**  
**(Applicable to Paragraph F. - Enhanced Customer Service)**  
**(cont'd)**

**Question #5 :**

**Can the Carrier require a yard crew from one seniority district to meet the service requirements of a customer if such customer is located in road territory in another seniority district on that Carrier within the combination road-yard service zone?**

**Answer:**

**The Carriers rights under this Paragraph F. are limited to certain identified rules under defined circumstances, provided that the Carrier has complied with all applicable requirements set forth therein. Any Carrier proposal under this Paragraph which, in the opinion of the UTU President, is egregiously inconsistent with the intent of the rule will not be implemented without conference between the UTU President and the NCCC Chairperson.**

**Question #6:**

**Does this rule permit the use of road crews to perform customer service within switching limits?**

**Answer:**

**The Carrier's rights under this Paragraph F. are limited to certain identified rules under defined circumstances, provided that the Carrier has complied with all applicable requirements set forth therein. Any Carrier proposal under this Paragraph which, in the opinion of the UTU President, is egregiously inconsistent with the intent of the rule will not be implemented without conference between the UTU President and the NCCC Chairperson.**

**Question #7:**

**Can the Carrier be considered a customer in the application of this rule?**

**Answer:**

**The word "customer", as used in Paragraph F.l.a., was not meant to apply to the Carrier.**

**Question #8:**

**Is there any limitation as to the number of miles a yard crew may be required to travel in road territory in order to provide the customer service contemplated by this rule?**

**Answer:**

**Yes. Yard crews are limited to the minimum number of miles necessary to accomplish the service consistent with the spirit and intent of the parties.**

## **QUESTIONS AND ANSWERS**

### **(Applicable to Paragraph F. - Enhanced Customer Service)**

### **(cont'd)**

**Question #9:**

**Where customer service can be accomplished by a road crew, is the Carrier within the intent of the rule to establish the use of a yard crew to perform this work?**

**Answer:**

**The Carrier's use of yard crews must meet the requirements of the rule.**

**Question # 10:**

**Does this Paragraph F. supersede the Road/Yard Service zone established under Article VIII; Section 2(c) of the October 3 1, 1985 National Agreement or the agreed upon interpretations pertaining thereto?**

**Answer:**

**No, this Paragraph F. amends Article VIII - Special Relief, Customer Service - Yard Crews of the UTU Implementing Document of November 1,199 I, Document A.**

**Question #11:**

**Does this Paragraph F. contemplate the use of yard crews from one seniority district or Carrier to perform service for a customer which is located on the line of another Carrier?**

**Answer:**

**It is not the intent of the rule to permit yard crews from one Carrier to substitute for yard crews of another unrelated Carrier.**

**Question #12:**

**Are any employee protective provisions applicable to employees adversely affected by the institution of service under Paragraph F.?**

**Answer:**

**As set forth in Paragraph F.1.e.**

**Question #13:**

**Does Paragraph F. contemplate the establishment of split-shifts in yard service?**

**Answer:**

**No.**

**QUESTIONS AND ANSWERS**  
**(Applicable to Paragraph F. - Enhanced Customer Service)**  
**(cont'd)**

**Question #14:**

**Paragraph F.1.e. requires that the Carrier show a “bonafide” need for the rule relief requested or that it cannot provide the service at a “Comparable Cost” under the existing rules. Will the Carrier’s burden of proof in this regard be met simply by showing that the customer service can be accomplished at a reduced cost?**

**Answer:**

**No, a Carrier will also have to demonstrate compliance with Paragraph F.1 .a.**

**Question #15:**

**If a yard crew is providing particularized service to a customer under this rule, may the Carrier properly require the yard crew to provide service to other industries located in the area or along the line?**

**Answer:**

**The Carrier’s rights under this Paragraph F. are limited to certain identified rules under defined circumstances, provided that the Carrier has complied with all applicable requirements set forth therein. Any Carrier proposal under this Paragraph which, in the opinion of the UTU President, is egregiously inconsistent with the intent of the rule will not be implemented without conference between the UTU President and the NCCC Chairperson.**

**Question #16:**

**May the Carrier use a road crew to provide service to a customer within the switching limits of a terminal?**

**Answer:**

**The Carrier’s rights under this Paragraph F. are limited to certain identified rules under defined circumstances, provided that the Carrier has complied with all applicable requirements set forth therein. Any Carrier proposal under this Paragraph which, in the opinion of the UTU President, is egregiously inconsistent with the intent of the rule will not be implemented without conference between the UTU President and the NCCC Chairperson.**

## **QUESTIONS AND ANSWERS**

### **(Applicable to Paragraph F. - Enhanced Customer Service)**

### **(cont'd)**

**Question #17:**

Will a yard crew used in accordance with this Paragraph F. have its work confined solely to meet the specific service requirements:

**Answer:**

The Carrier's rights under this Paragraph F. are limited to certain identified rules under defined circumstances, provided that the Carrier has complied with all applicable requirements set forth therein. Any Carrier proposal under this Paragraph which, in the opinion of the UTU President, is egregiously inconsistent with the intent of the rule will not be implemented without conference between the UTU President and the NCCC Chairperson.

**Question #18:**

Can employees of a Carrier who may be restricted by physical disabilities or for disciplinary reasons from performing road service on that Carrier be used to perform such service under this Paragraph F.?

**Answer:**

No.

**Question #19:**

If a Carrier fails to comply with the provisions of Paragraph F., what remedy is available to employees adversely affected by the Carrier's implementation of its proposal?

**Answer:**

The arbitrator is authorized to fashion a remedy appropriate to the circumstances under Paragraph F. 1 .e.



## **QUESTIONS AND ANSWERS**

### **(Applicable to Paragraph G. - Interchange)**

**Question #1 :**

**Does the agreement permit the UTU members of a crew to “runaround” a train delivered to another Carrier and remove its caboose to handle back to the crew’s tie-up point?**

**Answer:**

**Yes, when a road crew is required to deliver a solid train to a connecting Carrier, the Carrier can require the road crew to remove its caboose and return to its tie-up point.**

**Question #2 :**

**Is it permissible to require a crew to double with more cars than necessary for the explicit purpose of getting all cars with a common destination in one track when the initial track will not accommodate the entire interchange cut?**

**Answer:**

**Yes, provided that the number of cars being interchanged exceeds the capacity of the first track used. This Article provides that when the number of cars being interchanged exceeds the capacity of the first track used it is not necessary that any one interchange track be filled to capacity. However, the Article also stipulates that the minimum number of tracks necessary to hold the interchange will be used and if the number of cars being interchanged does not exceed the capacity of the first track used, you would be restricted to that track.**

**Question #3:**

**Under the “minimum number of tracks” concept is it permissible to double excess cars from a track which would have accommodated the entire cut to a track which won’t accommodate the entire cut?**

**Answer:**

**No.**

**Question #4:**

**On a day when Carrier “A” has no interchange cars from Carrier “B”; but nevertheless has a “pull-back” arrangement with Carrier “B”, may the Carrier “A” crew be required to go “light” to Carrier “B” in order to pull-back cars from Carrier “A”?**

**Answer:**

**Yes. The Article does not preclude a Carrier from requiring an interchange crew to run light in the situation described.**

**QUESTIONS AND ANSWERS**  
**(Applicable to Paragraph G. - Interchange)**  
**(cont'd)**

**Question #5:**

**Does the term “connecting Carrier” include switching or terminal companies?**

**Answer:**

**Yes.**

**Question #6:**

**Does this Article contemplate that road crews engaged in solid train movements will have their on and off duty points changed by reason of such movements?**

**Answer:**

**No. Existing rules or practices concerning the designation of on and off duty points are not changed.**

**Question #7:**

**Does this Article contemplate the elimination of modification of initial and final terminal delay rules?**

**Answer:**

**No.**

**Question #8:**

**May road crews be required to go beyond the point where yard crews effect interchange with a connecting Carrier?**

**Answer:**

**Such movements must be confined to tracks on which the Carrier has the right to operate with road, yard or transfer crews.**

**Question #9:**

**Where prior to the January 27, 1972 Agreement a Carrier yarded their trains in the yard of a terminal company and the terminal company performed all necessary yard service including interchange with connecting Carriers, does this Article now permit such Carrier to operate through the terminal company's yard and effect the interchange of a solid over-the-road train to a connecting Carrier with its own road crews?**

**Answer:**

**Yes, assuming a Carrier has trackage rights through a terminal company yard to an interchange point of a connecting Carrier.**

**QUESTIONS AND ANSWERS**  
**(Applicable to Paragraph G. - Interchange)**  
**(cont'd)**

**Question #10:**

May a road crew making a delivery of a solid-over-the-road train to a connecting Carrier be required to return cars from the connecting Carrier to their own yard?

**Answer:**

Yes.

**Question #11:**

What do the words "close proximity" mean as used in Paragraph 6.3.

**Answer:**

As being next to or very near the existing interchange track or tracks.

**Question #12:**

Paragraph 6.5. reads -

"Crews used in interchange service may be required to handle interchange to and from a foreign Carrier without being required to run 'light' in either direction."

Does this mean yard, belt line and/or transfer crews?

**Answer:**

Yes.

**Question #13:**

Does the language "over-the-road" and "solid trains" mean that trains must consist of cars all destined for a connecting Carrier and operated by the delivering Carrier from terminal to terminal intact in order to permit its delivery to a connecting Carrier?

**Answer:**

No. The Carrier's right to make normal pick-ups and set-outs at intermediate points is not affected by Paragraph G.1. The language "over-the-road" and "solid trains" means an over-the-road train must be a "solid train" in the movement(s) performed by the road crew within the terminal where its 'receipt from or delivery to a connecting Carrier is effected. However, the crew of the "over-the-road" train may perform one move in accordance with Paragraph G. 1 .b. A Carrier may not bring an otherwise unqualified train within the application of Paragraph G.1. by making a set-out or set-outs for that sole purpose immediately prior to entering such terminal.

# **ARTICLE 24**

## **DEADHEADING**

### **A. PAYMENT WHEN DEADHEADING AND SERVICE ARE COMBINED**

1. Deadheading and service may be combined in any manner that traffic conditions require, and when so combined employees shall be paid actual miles or hours on a continuous time basis, with not less than a minimum day, for the combined service and deadheading. However, when deadheading from the away-from-home terminal to the home terminal is combined with a service trip from such home terminal to such away-from-home terminal and the distance between the two terminals exceeds the applicable mileage for a basic day, the rate paid for the basic day mileage portions of the service trip and deadhead shall be at the full basic daily rate.
2. Employees deadheading into their home terminal can have their deadhead combined with service out of that terminal only when the deadhead and service comes within the provisions of short turnaround service rules.

### **B. PAYMENT FOR DEADHEADING SEPARATE FROM SERVICE**

When deadheading is paid for separate and apart from service:

1. For employees with a seniority date on or prior to October 3 1, 1985

A minimum day, at the basic rate applicable to the class of service in connection with which deadheading is performed, shall be allowed for the deadheading, unless actual time consumed is greater, in which event the latter amount shall be allowed.

2. For employees with a seniority date after October 3 1, 1985

Compensation on a minute basis, at the basic rate applicable to the class of service in connection with which deadheading is performed, shall be allowed. However, if service after deadheading to other than the employee's home terminal does not begin within 16 hours after completion of deadhead, a minimum of a basic day at such rate will be paid. If deadheading from service at other than the employee's home terminal does not commence within 16 hours of completion of service, a minimum of a basic day at such rate will be paid.

A minimum of a basic day will be allowed where two separate deadhead trips, the second of which is out of other than the home terminal, are made with no intervening service performed. Non-service payments such as held-away-from-home terminal allowance will count toward the minimum of a basic day provided in this Paragraph B.2.

## **C. APPLICATION**

1. **Deadheading will not be paid where not paid under existing rules.**
2. **The deadhead rule does not apply to employees exercising seniority rights.**
3. **When an employee is required to deadhead by a mode of transportation other than rail, the rail mileage will be paid between the two points if train service operates directly between such points, subject to the minimum payments required by the agreement.**

**If no train service operates directly between the two points, the direct highway mileage traveled will be paid, subject to the minimum payments required by the agreement.**

## QUESTIONS AND ANSWERS

The following examples illustrate application of the rule to all employees regardless of when their seniority date in train service was established, except where specifically stated otherwise:

**Question #1 :**

What payment would be due a trainman who performed road service on a train of 81 cars from A, the home terminal, to B, the away-from-home terminal, a distance of 170 miles, and deadheaded from B to A, with the service and deadhead combined between A-B-A?

**Answer:**

A minimum day and applicable over-miles for the service and a minimum day and applicable over-miles for the deadhead, all the 81-105 car rate, with service and deadhead combined.

**Question #2:**

What would be the payment under Question 1 if the distance between A and B were 75 miles?

**Answer:**

A minimum day and applicable over-miles, all at the 81-105 car rate.

**Question #3:**

What payment would be due a trainman who performed road service on a train of 81 cars from A to B, a distance of 170 miles, taking rest at B, and then being deadheaded separate and apart from service from B to A, with the deadhead consuming 8 hours?

**Answer:**

A minimum day and applicable over-miles, all at the 81-105 car rate for the service trip from A to B, and a minimum day at basic rate (no car count) applicable to the class of service in connection with which the deadheading is performed.

**Question #4:**

What payment would be due a trainman who performed road service on a train of 81 cars from A to B, a distance of 170 miles, taking rest at B, and then deadheading separate from service B to A, with the deadhead being completed in 10 hours?

**Answer:**

He would be paid a minimum day and applicable over-miles, all at the 81-105 car rate for the service trip from A to B, and 10 hours straight time rate of pay at the basic rate (no car count) applicable to the class of service in connection with which the deadheading is performed.

## **QUESTIONS AND ANSWERS (cont'd)**

**Question #5:**

A trainman operates a train from his home terminal, point A, to the away-from-home terminal, point B, a distance of 170 miles. Upon arrival at the away-from-home terminal, he is ordered to deadhead, separate and apart from service, to the home terminal. The time deadheading is 5 hours. What payment is due?

**Answer:**

A minimum day plus applicable over-miles for service. A minimum day for deadhead if employees' seniority is on or prior to October 31, 1985; otherwise, 5 hours.

**Question #6:**

Would at least a minimum day at the basic rate (no car count) applicable to the class of service in connection with which the deadheading is performed be paid when a deadhead is separate and apart from service and the actual time consumed is the equivalent of a minimum day or less?

**Answer:**

Yes, for employees whose seniority is on or prior to October 31, 1985. Actual time will be paid to others.

**Question #7:**

A trainman is called to deadhead from point A to point B, a distance of 50 miles, to operate a train back to point A. He is instructed to combine deadhead and service. Total elapsed time for the deadhead and service is 7 hours, 30 minutes. What payment is due?

**Answer:**

A minimum day.

**Question #8:**

A trainman is called to deadhead from point A to point B, a distance of 50 miles, to operate a train from point B to point C, a distance of 75 miles. He is instructed to combined deadhead and service. Total elapsed time is 10 hours. What payment is due?

**Answer:**

A minimum day plus applicable over-miles or overtime, if any.

## QUESTIONS AND ANSWERS (cont'd)

**Question #9:**

A trainman operates a train from point A to point B, a distance of 50 miles. He is ordered to deadhead back to point A, service and deadhead combined. Total elapsed time, 8 hours, 30 minutes. What payment is due?

**Answer:**

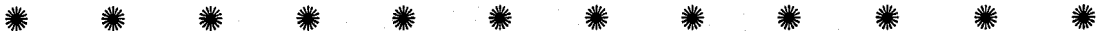
A minimum day plus 30 minutes overtime.

**Question #10:**

A trainman operates a train from his home terminal, point A, to the away-from-home terminal, point B, a distance of 275 miles. After rest, he is ordered to deadhead, separate and apart from service, to the home terminal. Time deadheading is 9 hours, 10 minutes. What payment is due?

**Answer:**

A minimum day plus applicable over-miles for service, 9 hours, 10 minutes straight time for the deadhead.



The following examples illustrate the application of this Article to employees whose earliest seniority date in a craft covered by this Agreement is established after October 31, 1985:

**Question #1 :**

A trainman is called to deadhead from his home terminal to an away-from-home point. He last performed service 30 hours prior to commencing the deadhead trip. The deadhead trip consumed 5 hours and was not combined with the service trip. The service trip out of the away-from-home terminal began within 6 hours from the time the deadhead trip was completed. What payment is due?

**Answer:**

5 hours at the straight time rate.

**Question #2:**

What payment would have been made to the trainman in Question #1 if the service trip out of the away-from-home terminal had begun 17 hours after the time the deadhead trip ended, and the held-away rule was not applicable?

**Answer:**

A minimum day for the deadhead.



## **QUESTIONS AND ANSWERS (cont'd)**

**Question #3:**

What payment would have been made to the trainman in Question #1 if the service trip out of the away-from-home terminal had begun 18 hours after the time the deadhead trip ended, and the trainman received 2 hours pay under the held-away rule?

**Answer:**

6 hours at the straight time rate.

**Question #4:**

A trainman is deadheaded to the home terminal after having performed service into the away-from-home terminal. The deadhead trip, which consumed 5 hours and was not combined with the service trip, commenced 8 hours after the service trip ended. What payment is due?

**Answer:**

5 hours at the straight time rate.

**Question #5 :**

What payment would have been made to the trainman in Question #4 if the deadhead trip had begun 18 hours after the service trip ended and the held-away rule was not applicable?

**Answer:**

A minimum day for the deadhead.

**Question #6:**

What payment would have been made to the trainman in Question #4 if the deadhead trip had begun 18 hours after the time the service trip ended and the trainman received 2 hours pay under the held-away rule?

**Answer:**

6 hours at the straight time rate.

**Question #7:**

A trainman is deadheaded from the home terminal to an away-from-home location. Then (10) hours after completion of the trip, he is deadheaded to the home terminal without having performed service. The deadhead trips each consumed two hours. What payment is due?

**Answer:**

A minimum day for the combined deadhead trips.

## QUESTIONS AND ANSWERS - DEADHEADING (IN GENERAL)

**Question No. 1:**

If an employee works from his home terminal to the away-from-home terminal and then deadheads from the away-from-home terminal to the home terminal, is it necessary to notify the employee to combine deadhead and service prior to going off duty on the service trip?

**Answer:**

Yes.

**Question No. 2:**

Does the Carrier have the sole right to determine whether deadheading will be combined with service or paid for separately?

**Answer:**

Yes.

**Question No. 3:**

How is a crew or individual to know whether or not deadheading is combined with service?

**Answer:**

When deadheading for which called is combined with subsequent service, will be notified when called. When deadheading is to be combined with prior service, will be notified before being relieved from prior service. If not so notified, deadheading and service cannot be combined.

**Question No. 4:**

Can notification to combine deadheading and service be included in a bulletin: e.g. where a crew regularly performs deadheading that the Carrier wishes to combine with service?

**Answer:**

Yes.

**Question No. 5:**

Where deadheading is combined with service with a mieage component, what is the rate of pay for the deadhead portion of the trip?

**Answer:**

The rate of pay allowed for the service portion of the trip.

**Question No. 6:**

Does the new deadhead rule deal in any way with employees using their personal automobiles to deadhead?

**Answer:**

No. Use of automobiles is not involved in this rule and local agreements and understandings continue to apply.

## **QUESTIONS AND ANSWERS - DEADHEADING (IN GENERAL) (cont'd)**

### **Question No. 7:**

**Are local agreements such as “if deadheaded by highway, highway mileage applies and if deadheaded by rail, rail mileage applies” preserved by the new agreement?**

### **Answer:**

**Yes, in those situations where deadheading is combined with service and is paid for on a mileage basis.**

### **Question No. 8:**

**In situations where the Carrier chooses to combine deadheading with service, at what point does initial terminal delay begin?**

### **Answer:**

**At the point and time the crew actually reports on duty for the service trip.**

# **ARTICLE 25**

## **EXPENSES AWAY FROM HOME**

### **A. LODGING.**

When the Carrier ties up a road service crew, or individual members thereof, at a terminal (including tie-up points named by assignment bulletins, or presently listed in schedule agreements, or observed by practice, as regular points for tying up crews) other than the designated home terminal of the crew assignment for four (4) hours or more, each member of the crew so tied up shall be provided suitable lodging at the Carrier's expense or an equitable allowance in lieu thereof. The equitable allowance shall be provided only if it is not reasonably possible to provide lodging.

If an allowance is made in Lieu of lodging as well as other considerations under provisions of existing agreements, the amount attributed only to lodging shall be removed if suitable lodging is supplied, or offset against an equivalent allowance.

### **B. MEAL ALLOWANCES**

When the Carrier ties up a road crew, or individual members thereof, at a terminal (as defined in Paragraph A. of this Article 25) other than the designated home terminal for four (4) hours or more, each member of the crew so tied up shall receive a meal allowance of \$6.00. An additional \$6.00 meal allowance will be provided after being held an additional eight (8) hours.

### **C. EXTRA EMPLOYEES**

This rule also covers employees in road or yard service called from the Extra Board or used in the capacity of an extra employee to fill vacancies at outlying points subject to the following additional conditions:

1. The outlying point must be 30 miles or more from the terminal limits of the location where the extra List from which called is maintained.
2. Lodging or allowances in lieu thereof, where applicable, will be provided only when extra employees are held at the outlying point for more than one tour of duty and will continue to be provided for the periods held for each subsequent tour of duty.

### **D. The parties agree that the following interprets and supplements Paragraph A of this Article 25 relating to suitable lodging:**

1. Those facilities which Carrier provides will consist of single occupancy bedrooms equipped with comfortable beds.
2. Accommodations will be air conditioned.

3. **Central bath and toilet facilities, with necessary supplies, will be provided on each floor.**
4. **Clean linens will be furnished and changed by other than employees after each occupancy.**
5. **Reading room, separate from other facilities, equipped with ample lighting and comfortable chairs, will be provided.**
6. **Adequate facilities and space for the preparation and eating of light meals will be provided.**
7. **Pending such time as facilities as described above are provided or arrangements for such accommodations are made, employees entitled thereto will be allowed \$2.00 per day in lieu of such accommodations.**
8. **When accommodations as described herein have been made available and are furnished, payment of the \$2.00 provided for in Paragraph 7. will cease.**

**NOTE 1:**

**For the purpose of Paragraphs A. and B. of this Article 25, Extra Board employees shall be provided with lodging and meal allowances in accordance with the rule governing the granting of such allowances to the crew they join; that is, the designated home terminal will be the designated terminal of the crew assignment.**

**NOTE 2:**

**It is understood that if an extra employee used to fill a vacancy at an outlying point, who comes within the operation of this Article, after completing a tour of duty is held over for a second tour of duty which is to commence more than four hours after the completion of his first tour of duty, he will be provided lodging or an allowance in lieu thereof. He will continue to be provided such lodging or allowances (but not more than one such allowance for each 24-hour period at the outlying point) if he is thereafter so held over for one or more subsequent tours of duty.**

**NOTE 3:**

**Train service employees will be transported between the on-and-off duty location and lodging location at the away-from-home terminal when the distance involved exceeds one half mile.**

## **E. LODGING FACILITIES**

1. **While housed in public facilities, it is understood that:**
  - a. **The cost of any personal hotel services (such as personal telephone calls made by employees from their hotel rooms) must be borne by the employee.**
  - b. **If an employee is refused admittance by the hotel management to the hotel because of former misconduct at that lodging facility, the Carrier's obligation to the employee has been satisfied during the period such admittance is refused.**
2. **The United Transportation Union recognizes the right of the Carriers to determine whether they will provide dormitories or use commercial hotels or motels to satisfy the requirement of their obligations to provide suitable lodging for train and engine service employees at any point. However, the interested General Chairpersons of the Committees signatory to this Agreement will be afforded an opportunity to review and discuss with the Carriers all such plans regarding suitable lodging prior to the start of construction of any new dormitory or move to a different commercial hotel or motel.**
3. **The Carriers will furnish suitable lodging to crews on work, wreck and construction trains. This will not affect or prejudice the application of any other rules (such as away-from-home terminal rules, deadheading rules, rules affecting outlying points, etc.).**
4. **All other dormitories, motels, and hotels now being provided by the Carriers presently appear to meet the suitable lodging facility requirements of the effective agreements, but any questions regarding such matters that may arise will be handled locally between the Local Chairperson and the Superintendent, subject to appeal directly to the Assistant Vice President, Labor Relations, by the General Chairperson.**

## **F. OAKDALE RESTAURANT AGREEMENT**

1. **In view of the differing circumstances surrounding this away-from-home terminal which collectively distinguish it from all other away-from-home terminals at which crews are tied up, the Carrier is willing to arrange for the establishment of a commercial restaurant at Oakdale, Tennessee, for the use of crews tying up at such point.**

2. **The provision quoted below, as contained in the agreement between the parties hereto, &ted July 26, 1965, is hereby waived and deemed inapplicable to the dormitory facility established and maintained at Oakdale, Tennessee:**

**“D.(6) Adequate facilities and space for the preparation and eating of light meals will be provided.”**

3. **The Carriers will not be expected to provide any vending machines for food at Oakdale, Tennessee.**
4. **It is agreed that the Committee will not make any request or demand for the establishment of a restaurant facility at any other away-from-home terminal, tie-up point or terminal on Carriers' lines; however, in the event the Committee signatory hereto serves a notice under Section 6 of the Railway Labor Act, as amended, calling for the establishment of a restaurant facility at any point on Carrier's lines other than Oakdale, Tennessee, this agreement, with the exception of Paragraph 2. above, shall immediately be abrogated except that in the event conditions at the point covered by such Section 6 Notice have materially changed to the point they are comparable to conditions existing at Oakdale, Tennessee, the provisions of this Paragraph 4. shall not apply. When conditions as referred to above change to the extent that either party signatory hereto contends that such conditions are comparable to those at Oakdale, the Carrier and the Committee (at the request of any party) will confer prior to any formal request, demand or notice, and will attempt to jointly determine if the changed conditions do actually and materially compare with conditions at Oakdale.**

## QUESTIONS AND ANSWERS

**Question #1 :**

**It is our understanding that Paragraph A. amends both Sections 1 and 2 of Article II of the June 25,1964 National Agreement. Is this understanding correct?**

**Answer:**

**Yes.**

**Question #2:**

**Assuming extra employees will be entitled to meal allowances as well as lodging under Paragraph A, will an extra employee also be entitled to an additional meal allowance each time he is held for more than four hours following a tour of duty at an outlying point for another tour of duty?**

**Answer**

**It is the intent of Paragraph A. to provide a meal allowance, as well as lodging, to extra employees who meet the 30 mile criteria set forth in Paragraph C. thereof, in situations where they are tied-up at the outlying point for four hours or more (not under pay). Such extra employee also would be eligible for an additional meal allowance and lodging when held at such location for each tie-up of four hours or more after each additional tour of duty performed at that location.**

**Question #3:**

**Is an extra employee who is sent to an outlying point and is held more than four hours in advance of the time he is needed to fill a vacancy entitled to lodging or a meal allowance?**

**Answer:**

**He is entitled to a meal allowance but not to a lodging allowance for such a period.**

**Question #4:**

**Is an extra employee who is relieved from duty at an outlying point, but the deadhead trip to his home terminal does not start for more than four hours after he is released, entitled to lodging or a meal allowance?**

**Answer:**

**He is entitled to a meal allowance but not to a lodging allowance unless he is held for an additional tour of duty.**



## QUESTIONS AND ANSWERS (cont'd)

**Question #5:**

An Extra Board at "A" is, when exhausted, supplemented by extra employees sent to "A" from "B" which is more than thirty miles from "A". Are such employees entitled to expenses while at "A"?

**Answer:**

No.

**Question #6:**

How is the note in Article II of the June 25, 1964 National Agreement affected by this amendment to Article II?

**Answer:**

The provisions of Article XI of the UTU Agreement are applicable insofar as an extra employee's tie-up at an outlying point as defined in Paragraph A is concerned, and the Note under Article II of the June 25, 1964 Agreement which provides ...

"For the purposes of Sections 1 and 2 of this Article II, extra board employees shall be provided with lodgings and meal allowance in accordance with the rule governing the granting of such allowance to the crew they join, that is, the designated home terminal will be the designated terminal of the crew assignment."

would be applicable when the crew which the extra employee joins is tied up at a terminal other than the designated home terminal of the crew he joins for four hours or more.

**Question #7:**

Is the Carrier's understanding correct that this provision means that when train, engine or yard service employees are called from an Extra Board source, and used to fill vacancies at outlying points, these vacancies at outlying points referred to are road service vacancies and not yard service vacancies?

**Answer:**

No. It was the intent that this Article apply to extra men filling vacancies in yard service as well as in road service.

**Question No. 8:**

It is our understanding that an employee will not be entitled to more than two meal allowances under Article II, as amended by Article XI, Section 2, when tied up at an away-from-home terminal (outlying point) in excess of 12 hours. Is this understanding correct?

**Answer:**

Yes. However, if after being tied up twelve hours or more he performs an additional tour of duty and is again tied up for twelve hours or more at such outlying point, he would again be eligible for the two \$6.00 meal allowances.

## **QUESTIONS AND ANSWERS (cont'd)**

**Question No. 9:**

**In connection with Article XI, Section 1(a), the Carrier does not maintain passenger transportation and employees are deadheaded to outlying points by bus or are paid mileage for using their personal automobile. Under these circumstances how should the 30 mile provision be calculated?**

**Answer:**

**On the basis of rail mileage.**

# **ARTICLE 26**

## **COMMUNICATION SYSTEMS**

### **A. USE OF COMMUNICATION SYSTEMS**

1. It is recognized that the use of communication systems including the use of and the carrying of portable radios, pursuant to operating rules of the individual Carriers, is a part of the duties of employees covered by this Article. Existing rules to the contrary are hereby eliminated.
2. On Carriers where rules existed which provided for the payment of arbitraries to employees for the carrying and/or use of radio equipment, such arbitraries were eliminated effective January 1, 1973.
3. Portable radios hereafter purchased for the use of and carried by ground service employees in yard and transfer service 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 pockets. Portable radios used by ground service employees in yard and transfer service which do not meet the foregoing specifications will be replaced by December 31, 1973 or their use discontinued.
4. The size and weight of portable radios used by ground service employees in road service will not exceed that presently in use and portable radios hereafter purchased for use in this class of service will be of the minimum size and weight necessary to insure safe and adequate communication. This is not intended to require the purchase of radios weighing less than three pounds.
5. Employees will not be held responsible for accidents caused by failure or radio equipment to properly function.

- B. Operable portable radios will be furnished each member of a reduced crew consisting of one conductor/foreman; or, one conductor/ foreman and a trainman/ yardman for their 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.

#### **NOTE:**

Should a problem develop concerning maintenance of radios, the Local Chairperson and Superintendent will meet promptly if requested, to determine what action will be taken to alleviate the complaint.

- C. Sufficient frequency channels will be utilized to provide safe communication.
- D. Except in an emergency, yard crews consisting of foreman only or a foreman and one yardman will not be required to start switching or perform transfer service without operable portable radios (and, in addition, an operable radio on the engine), nor will they be censured or disciplined in any manner for refusing to do so.
- E. Except in an emergency, crews consisting of conductor only or conductor and one trainman in road service will not be required to perform switching or depart a terminal with a train not having a fixed operable radio on 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.

## **QUESTIONS AND ANSWERS (Applicable to Paragraph A.)**

**Question #1 :**

**An Agreement prohibited train crews from being required to call the train dispatcher on the radio-telephone in connection with train movements. Is this restriction eliminated?**

**Answer:**

**Yes.**

**Question #2:**

**On this Carrier, yard transfer crews, in addition to being equipped with small hand sets, are equipped with radio pack sets weighing in excess of three pounds. These sets are hand carried to and from the caboose where they normally remain during a tour of duty for use in end-to-end communication -- communications which cannot be adequately handled by the smaller radios. Would these pack sets be considered permissible under this Article?**

**Answer:**

**If, as you have indicated, the radio pack sets in question (although hand carried to and from the cabooses at the beginning and end of the tour of duty) are not used in a "portable" sense by the yard transfer crews during their tour of duty, it is our understanding that their used would be permissible under the provisions of this Article.**

## **QUESTIONS AND ANSWERS**

### **(Applicable to Paragraphs B., C., D., & E.)**

**Question #1 :**

**What is meant by the wording “head end of train”?**

**Answer:**

**The control unit of the locomotive consist.**

**Question #2 :**

**What is meant by the word “emergency”?**

**Answer:**

**The definition of “emergency” as set forth in Webster’s New World Dictionary, Second College Edition, copyright 1974, is:**

**“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:**

**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.**
- 5. When a radio becomes inoperable on a yard assignment but only for the length of time needed to, get an operable radio to the crew under conditions prevailing at the time.**

**QUESTIONS AND ANSWERS**  
**(Applicable to Paragraphs B., C., D., & E.)**  
**(cont'd)**

**NON-EMERGENCIES:**

1.     **No operable radio available.**
2.     **The need to perform work immediately, minus a condition such as those defined as "EMERGENCIES" 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.**

# **ARTICLE 27**

## **REST AND HOURS OF SERVICE LAW**

### **A REST - Road Service**

Employees may claim ten hours rest after they have been on duty ten hours and have completed their runs. Employees must take and will be given ten hours rest after they have been continuously on duty twelve hours, whether they have completed their runs or not, except in cases in which, under the Hours of Service Law, they are allowed to work more than twelve hours' provided that when they have been on duty twelve hours, employees may claim rest whether they have completed their runs or not, if they so desire. Employees relieved or tied up on the road for any cause will be allowed to occupy the caboose.

### **B. METHOD OF PAY UNDER HOURS OF SERVICE LAW - Road Service**

1. Except as provided in Paragraph 2. and the exception under Paragraph 6., employees in train service will not be tied up unless it is apparent the trip cannot be completed within the lawful time, and not then, until after the expiration of ten hours of duty, under the Federal Law, or within two hours of the time limit, provided by State Laws, if State Laws govern.
2. If employees in train service are tied up in a fewer number of hours than provided for in the preceding paragraph, their time will be computed up to the expiration of ten (10) hours after reporting for duty and they will again be considered as on duty and under pay beginning at the expiration of their rest period computed from the time they were actually relieved.

#### **NOTE:**

It is agreed that the provision of this rule will be considered inapplicable unless a rest period of eight hours or more be afforded, and that where relief is less than eight hours, time will be computed under other applicable rules of the schedule. In other words, if relieved prior to expiration of the tenth hour and given as much as eight hours rest, rule will be applied and time computed up to the expiration of the tenth hour and, as provided in the rule, he will again go on duty and under pay at the expiration of his rest period, computed from the time actually relieved.

3. When employees in train service are tied up between terminals, under the law, they shall again be considered on duty and under pay immediately upon the expiration of the minimum legal period off duty applicable to any member of the road crew, provided the longest period of rest required by any member of the crew, either eight or ten hours, shall be the period of rest for the entire crew.
4. Continuous trip will cover the movement, straight-away or turnaround, from initial point to the destination train is making when required to tie up.



If any change is made in the destination after the crew is released for rest, a new trip will commence when the crew resumes duty.

5. **Employees in train service tied up under the law will be paid continuous time from initial point to tie-up point. When they resume duty on a continuous trip, they will be paid from the tie-up point to terminal on the following basis: For mileage equivalent to one-half a basic day or less, or four (4) hours or less, four (4) hours pay; for mileage equivalent to more than one-half a basic day and up to a basic day, or over four (4) hours and up to eight (8) hours, eight (8) hours pay, for mileage greater than a basic day, or over eight (8) hours, at schedule rates. It is understood that this Article does not permit employees to be run through terminals unless such practice is permitted under the schedule.**
6. **Employees in train service tied up for rest under the law and then towed or deadheaded into terminal, with or without engine or caboose, will be paid therefore, miles or hours, whichever is the greater, from the tie-up point to the next tie-up point, or to the terminal, the same as if they had run the train to such terminal.**

**NOTE:**

**In the application of Paragraphs 5. and 6., the phrases "tied up" and "tied up for rest" mean tied up for rest for the required statutory period, eight or ten hours, as the case may be, under the Hours of Service Law, Therefore, if the aew is tied up for less than the statutory rest period, continuous time will apply.**

**EXCEPTION:**

**When the line is obstructed by wreck, washout, engine failure to the extent that it cannot move itself, or similar emergency, the foregoing regulations governing the method of pay under the Hours of Service Law will not apply; aews may be tied up for rest and the time deducted with the understanding that payment will be made for not less than a minimum day up to point tied up and that the aew shall be considered as again on duty and commencing a new day upon the expiration of eight (8) hours from the time relieved at tie-up point, or at the time of again going on duty if required to report earlier.**

**NOTE:**

**The words "the line" as used in this paragraph mean that particular part of the line over which the aew was operating between point of origin and destination. The words "similar emergency" mean an obstruction such as a landslide, trees or telegraph poles across the track, or other emergencies which would actually obstruct the track.**

7. **Employees in train service tied up in obedience to the law will not be required to watch or care for engines or perform other duties during the time tied up.**

8. **The Carrier will provide meal allowance, lodging and transportation, if necessary, to crews released on line of road for four hours or more under the Hours of Service Law.**

## **C. APPLICATION OF HOURS OF SERVICE LAW - Yard Service**

1. **A regularly assigned yard service employee required to work twelve hours will resume work on his regular assignment when his rest is up under the federal law, and then be permitted to work eight hours, or paid therefor, provided such day is not the employee's assigned off day.**

27

# **ARTICLE 28**

## **SWITCHING LIMITS**

**A.** It is agreed that the switching limits as presently established will not be changed unless mutually agreed to, in writing, between the Management and representatives of the employees.

It is further agreed that if in the future for valid reason, including but not limited to the establishment of new industries, the switching limits hereby recognized and established may be changed by mutual agreement. It is understood that in the event a change is desired by either party, the merits are to be fairly considered in each instance and conclusion reached thereon.

It is further agreed that any change in the present switching limits shall affect industrial switching only and will not change present practices at any point relating to the following:

1. The handling of transfer or interchange
2. Pusher service

**B.** The employees involved, and the Carriers represented by the National Carriers' Conference Committee, being desirous of cooperating in order to meet conditions on the various properties to the end that efficient and adequate switching service may be provided and industrial development facilitated, adopt the following:

1. Where an individual Carrier which does not have the unilateral right to change existing switching limits where yard crews are employed, considers it advisable to change the same, it shall give notice in writing to the General Chairperson(s) of such intention, whereupon the Carrier and the General Chairperson(s) shall, within 30 days, endeavor to negotiate an understanding.

In the event the Carrier and the General Chairperson(s) cannot agree on the matter, the dispute shall be submitted to arbitration as provided for in the Railway Labor Act, as amended, within 60 days following the date of the last conference. The decision of the Arbitration Board will be made within 30 days thereafter. The award of the Board shall be final and binding on the parties and shall become effective thereafter upon seven days' notice by the Carrier.

2. Where rules require that yard limits and switching limits be the same, the yard limit board may be moved for operating purposes but switching limits shall remain unchanged unless and until changed in accordance with rules governing changes in switching limits.
3. This Article shall in no way effect the changing of yard or switching limits at points where no yard crews are employed.

## **C. LOCATION OF SWITCHING LIMITS**

The location of switching limits as of August 25, 1978 are defined by a bulletin on file in the Division Superintendent's office, Labor Relations and the General Chairperson's office. Additionally, it can be found in Appendix B of this Agreement.

## **ARTICLE 29**

### **PHYSICAL EXAMINATIONS**

#### **A. APPLICABLE TO SOUTHERN CONDUCTORS, TRAINMEN, YARDMEN AND CNO&TP CONDUCTORS AND AGS CONDUCTORS (EXCEPT NO&NE DISTRICT)**

##### **1. Examinations**

- a. Employees may be required to report' for physical examinations to a physician of the Company's choosing upon being given written notice to do so by a proper official. Examinations as a matter of routine will not be held more often than once a year; this shall not, however, prevent special examinations at more frequent intervals if, in the judgment of Management, such examinations are necessary, nor shall it prevent periodic examinations at more frequent intervals if required by the physician.
- b. In connection with such examinations the following shall apply:
  - (1) Employees required to take a physical examination shall do so within twenty (20) days and may select a time during their layoff period if they so desire.
  - (2) The examination shall be privately conducted and no one but medical personnel will be in attendance.

##### **2. Disqualification**

- a. If an employee is disqualified, the Medical Director will promptly so notify the employee, in writing, setting forth both the medical diagnosis of the employee's condition and the Company's minimum medical standard(s) which that condition does not meet.
- b. Should a disqualification be accepted as valid and later the employee's health improves and such improvement is verified in writing by a competent physician, the employee or the General Chairperson may request and will be granted, another examination by the designated Company physician. The Company shall have ten (10) days from the receipt of medical verification of such improvement, to either reaffirm the disqualification or return the employee to service. If the employee is found to be qualified and is not notified within ten (10) days from the receipt of medical verification, he will be paid for all time lost after the tenth day until he is notified that he may return to service.

### 3. Neutral Physicians

- a. **If the employee takes exception to such disqualification, the employee or the Local Chairperson will promptly notify the General Chairperson, providing a written report from a physician of the employee's choice stating medical findings which demonstrate that the employee does meet the Company's minimum medical standards. The General Chairperson will then bring the case to the attention of the Director of Labor Relations within twenty (20) days of the notice of disqualification, presenting a written protest of the disqualification, together with the written report from the employee's physician stating the contrary medical findings. If the case is not brought to the attention of the Director of Labor Relations within twenty (20) days, the disqualification shall be considered valid. (See Section B.2. for subsequent possible handling) The General Chairperson and the Director of Labor Relations may agree to extend the time limit if circumstances beyond the control of the parties prevent this time limit from being met.**

**NOTE:**

**These time limits will also apply in the event a dispute arises under Paragraph B.2.**

- b. **Upon receipt of the contrary medical findings, the Director of Labor Relations and the General Chairperson shall each select a doctor to represent them on a three-doctor board, each notifying the other of the name and address of the doctor selected. The two doctors thus selected shall confer and appoint a third doctor. The third doctor selected for the board shall be the neutral doctor and, where necessary, shall be a specialist in the disease or injury from which the employee is alleged to be suffering. If possible, a neutral will be selected whose office is located near the employee's point of employment.**
- c. **The neutral doctor thus selected will examine the employee. The doctors representing the employee and the Company will provide the neutral doctor with copies of the results of the relevant examinations by the employee's physician and the Company physician. In addition, they may make any oral or written representations that they deem relevant to the proper determination of the case, provided they furnish a copy to the other party. After completion of the examination, the neutral shall make a report, furnishing one copy to the Director of Labor Relations and one copy to the General Chairperson. The neutral doctor's report will set forth his medical findings and his conclusion as to whether the employee meets the Company's medical standards. Such conclusion shall be accepted as final and binding.**
- d. **In the event the decision of the neutral doctor is that the employee does meet the applicable standards to continue in his regular**

occupation, the neutral shall render additional final and binding opinions as follows:

- (1) Whether the Company was justified in holding the employee out of service for the medical reason(s) presented to the neutral doctor.
  - (2) If found that the Company was not justified in holding the employee out of service, the date the neutral determines to be the earliest date that the employee did meet the applicable standards.
- e. Should the neutral's decision be favorable to the employee, lost time will be handled by the General Chairperson and the Director of Labor Relations in accordance with the following:
- (1) A filed dispute for medical disqualification automatically includes a claim for all time lost as a result of such . disqualification, whether so stated or not.
  - (2) The employee will be paid for lost time from the date which the neutral doctor rules he did meet the applicable standards until the date which the employee is notified he may return to service.
- f. Should the neutral doctor fail to comply with Paragraphs 3. or 4. above, his report and findings will be considered invalid. In this event, the Director of Labor Relations and the General Chairperson shall request the Board of Medical Review to again convene and appoint a third doctor who will comply with this Article.
- g. The fee of the neutral doctor and any expenses incurred in connection with his examination of the employee shall be paid equally by the Company and the Organization. The Company and the employee shall each defray the expenses of their respective appointees.

#### 4. Improvement in Condition

If the neutral doctor upholds the disqualification and later the employee's health improves, the employee or the General Chairperson may invoke the provisions of Paragraph B.2. above.

### **B. APPLICABLE TO NO&NE DISTRICT CONDUCTORS, TRAINMEN AND Yardmen, CNO&TP TRAINMEN AND YARDMEN, NOT YARDMEN AND AGS TRAINMEN AND YARDMEN**

1. Employees may be required to report for physical examinations to a physician of the Company's choosing upon being given written notice to do so by a proper official. Examinations as a matter of routine will not be held

more often than once a year; this shall not, however, prevent special examinations at more frequent intervals if, in the judgment of Management, such examinations are necessary, nor shall it prevent periodic examinations at more frequent intervals if required by the physician.

**2. In connection with such examinations the following shall apply:**

When employees are required to undergo a physical examination they shall do so within ten (10) days and may be privileged to select a time during their layoff period if they so desire. If an employee asks for an extension of time to take such examination, one 10-day extension shall be granted -- examination must, however, be taken before the 20th day, if time is extended, or before the 10th day if not extended. Employees off on leave of absence or out of service because of sickness or injury will not be notified to report for a physical examination until they report for service.

The examination shall be privately conducted and, except at the request of the employee, no one but doctors and nurses will be in attendance.

Upon the request of the employee, he will be given a copy of the medical findings, and, in the event he successfully passes or fails to pass the examination, he will be advised.

**3. If an employee is disqualified and takes exception to such disqualification, it shall be his privilege to seek counsel with a physician of his own choosing which shall be done within ten (10) days after being disqualified. If this is not done within ten (10) days, any lost time claim shall be considered only as running from the date the Company is advised of the opinion of the physician consulted. If the physician so consulted disagrees with the findings of the Company physician and contends that the employee is qualified, the matter may be further handled with the office of Assistant Vice President, and if not disposed of, shall be handled in the following manner:**

- a. The Company's examining physician and the employee's examining physician will conduct a re-examination at the office of the Company's examining physician and, if possible, agree whether the employee is qualified or disqualified. If they agree the employee is qualified, he will, if approved by the Company's Medical Director, be returned to service. If they agree the employee is disqualified, their decision is final. If any lost time is involved, it shall be handled in accordance with 'the provisions of paragraph 4.a. and b., the two physicians to agree upon the finding instead of the neutral. Failing to agree or failing to secure approval of the Medical Director, the matter may be progressed to the office of the Assistant Vice President by the employee's representative.
- b. The employee or his representative, or the Carrier through its representatives, may select a physician to represent them; the other party will name a physician to represent it. The two physicians so named will select a third physician, who shall be a practitioner of recognized standing in the medical profession and, if necessary, a specialist in the disease or diseases from which the employee is



alleged to suffer. The neutral physician thus selected will examine the employee and render a report within a reasonable time, not exceeding thirty (30) days from the date of his selection, setting forth his findings as to the physical condition of the employee in question and his opinion as to his fitness or Unfitness to continue in his regular employment. Such findings shall be accepted as final and binding. He shall also make the finding provided for in Paragraph 4.b. below. Should the decision be adverse to the employee and it later develops, through medical findings that his physical condition has improved, a re-examination will be arranged upon request of the employee or his representative.

- c. In selection of the said neutral physician those in the state where the employee lives shall, if qualified, first be considered.
- d. The physicians selected by the representative parties may make to the neutral physician any representations which they may believe pertinent in connection with the examination. If made in writing, copy of such representations shall be furnished the other party's medical representative.
- e. In the event of selection of a neutral physician as hereinbefore provided, the Company's and the employee's representative either directly or through the employee involved will each defray the expenses of their respective medical appointee and the fee of the neutral will be divided equally between the two parties at interest. Any other expenses incident to such examination by such neutral physician are also to be divided equally.

- 4. a. It is also understood that in a case where an employee is disqualified because of his physical condition and it subsequently develops that there was no justification for taking such employee out of service he will be paid for lost time under the following conditions:
- b. The neutral physician, hereinabove referred to, will in his findings specify whether or not in his opinion there was justification for the original disqualification; in reaching this decision the original medical findings which disclose his condition at the time disqualified shall be given due consideration. The opinion of the neutral doctor shall be accepted by both parties as determinative of the justification or non- justification of disqualification.

# **ARTICLE 30**

## **TIME CLAIMS AND GRIEVANCES**

### **A. DISALLOWANCE OF TIME CLAIMED**

1. If time or overtime is not allowed as claimed, employees will be promptly notified in writing and reasons given therefore.
2. When there is a shortage equal to one days pay or more in the pay of an employee, a separate check will be issued to cover the shortage.

### **B. PAYCHECK DETAILS**

The Carrier will establish a system of notifying each employee of the compensated dates covered by his paycheck for each payroll period.

### **C. ERRONEOUS OVERPAYMENT**

When erroneous overpayments are made, no retroactive adjustments will be made for a period of more than sixty (60) days prior to the date such erroneous payments are discovered and employees will be notified that such adjustments are to be made.

### **D. ADJUSTMENT MATTERS**

1. No grievance will be entertained unless presented in writing to the Superintendent within sixty (60) days after its occurrence. Employees shall have the right to appeal, provided such appeal is made in writing within sixty (60) days after the Superintendent has rendered his decision.
2. The word 'grievance' as used in Paragraph 1. above refers to and covers all matters arising under agreement rules, except discipline covered under Article 31, Paragraph A.. To be entertained it must be presented in writing to the Superintendent within sixty (60) days after its occurrence and, in the event an adjustment is requested which involves a money payment, the period covered by such adjustment cannot antedate a date sixty (60) days prior to the date upon which such claim is filed. Should any such claim or grievance be disallowed, the Superintendent shall, within sixty (60) days from the date same is filed, notify the employee or his representative of the reasons for such disallowance. If not so notified, the claim or grievance shall be considered valid and settled accordingly, but this shall not be considered as a precedent or waiver of the contentions of the Carrier as to other similar claims.
3. Claims involving time payments in other than discipline cases shall be deemed to have been filed when a time ticket is filed with the Superintendent or other proper officer to whom such time tickets are sent by employees involved; if declined, and the employee(s) or his representative is dissatisfied, the matter may be appealed to the Superintendent within sixty (60) days; if not handled in said sixty day

period, further handling is hereby barred.

4. **Upon further handling when the Superintendent's decision is received, the sixty day time limit shall thereafter apply. If however, within sixty (60) days from date Superintendent's final decision is rendered, employee's representative advises next higher ranking officer in writing that the Superintendent's decision is unacceptable, such notice will constitute an appeal within the meaning of this Article.**
5. **Failure to appeal as hereinabove provided will bar further handling, but this shall not be considered a precedent or waiver of the contentions of the employees as to other similar claims or grievances. Prosecution of further appeals to higher officers will be governed by the provisions of Paragraph 4. above.**
6. **The decision by the highest officer designated by the Carrier to handle claims shall be final and binding, unless within one year from the date of said officer's decision such claim is disposed of on the property, or proceedings for the final disposition of the claim are instituted by the employee or his duly authorized representative and such officer is so notified. It is understood, however, that the parties may, by agreement in any particular case, extend the one year period herein referred to.**

# **ARTICLE 31**

## **INVESTIGATIONS AND COURT**

### **A. INVESTIGATIONS AND DISCIPLINE (Applicable to conductors, trainmen and yardmen on CNO&TP, AGS and NOT and conductors on Southern and GS&F)**

#### **1. GENERAL REQUIREMENTS**

- a. An employee shall not be discharged, suspended or otherwise disciplined without just cause and without a fair and impartial hearing, except that an employee may waive a hearing in accordance with Paragraph 2.b. of this Article.
- b. An employee shall not be held from service pending hearing except in serious cases, such as theft, altercation, Rule "G" violation, insubordination, major accidents, serious misconduct and major offenses whereby the employee's retention in service could be hazardous.

#### **2. FORMAL HEARING**

##### **a. Notice of Hearing**

- (1). An employee directed to attend a formal hearing to determine the employee's responsibility, if any, in connection with an occurrence of incident shall be notified in writing by certified mail, return receipt requested, to the last known address within a reasonable period of time but not to exceed ten (10) days from the date of occurrence, or where the occurrence is of a nature not immediately known to the employee's supervisor(s), from the time they first have knowledge thereof. The notice shall contain a clear and specific statement of the date, time, place and nature of the occurrence or incident that is to be the subject of the hearing. The notice shall be sent in duplicate in order that the employee may transmit a copy to the employee's representative if the employee desires.

**NOTE:** This rule does not preclude delivery of the notice at reasonable times by a Carrier representative. Such delivery at the employee's home shall be made only when other means of delivery are not practical.

- (2) The notice shall state the date, time and place the hearing is to be held which shall be not less than five (5) days after the date of notification or more than ten (10) days after the date of notification unless otherwise agreed to.
- (3) The Carrier will have the responsibility of producing sufficient witnesses to develop the facts concerning the

**incident or occurrence being investigated and the notice of hearing shall include the name of each person receiving the notice and the names of all witnesses known at the time of the notice that the Carrier intends to have in attendance at the hearing. The employee or the employee's representative may bring to the attention of the responsible Carrier official the name or names of other witnesses who may provide material facts.**

- (4) The notice shall inform each employee so notified of the right to representation and to bring in witnesses.**
- (5) If an employee who is to receive a notice of hearing will not be permitted to exercise the option under Paragraph B.2. of this Article, the notice of hearing shall so specify.**

**b. Waiver of Hearing:**

- (1) . An employee who has been notified to appear for a hearing shall have the option, prior to the hearing, to discuss with the appropriate Carrier official either personally, through or with the employee's representative, the act of occurrence and the employee's responsibility, if any.**

**If disposition of the charges is made on the basis of the employee's acknowledgment of responsibility, the disposition shall be reduced to writing and signed by the employee and the official involved and shall incorporate a waiver of hearing and shall specify the maximum discipline which may be imposed for employee's acceptance of responsibility.**

**Disposition of cases under this Paragraph 2.b.(1) shall not establish precedents in the handling of any other cases.**

- (2) No minutes or other record will be made of the discussions and, if the parties are unable to reach an agreed upon disposition on his bases, no reference shall be made to these discussions by either of the parties in any subsequent handling of the charges under the discipline procedure.**

**c. Postponements of Hearing:**

**Consistent with the provisions of Paragraph A.X. for a fair and impartial hearing, postponements of the formal hearing may be requested by either party on reasonable grounds and consent shall not be unreasonably withheld.**

**d. Conduct of Hearing:**

- (1) The hearing shall be conducted by an officer of the employing Carrier who may be assisted by other officers. If practical to**

do so, the hearing shall be held at the home terminal of the employee involved or in cases where more than one employee is involved at the home terminal of the majority of the employees.

**NOTE:** When another Carrier is involved, this will not preclude an officer of that Carrier from conducting the hearing or assisting in the hearing recognizing, in any case, that there shall be only one presiding (hearing) officer.

- (2) The employee shall have the right to be represented at the hearing by an employee or an organization representative of the employee's own choosing. The employee and/or the employee's representative shall have the right to introduce witnesses in the employee's behalf, to hear all testimony introduced, and to question all witnesses.

Applicable to NO&NE District conductors, CNO&TP and AGS trainmen, CNO&TP, AGS (excluding NO&NE) and NOT yardmen:

**NOTE:**

It is understood that the reference to a singular "employee representative" referred to in Paragraph 2.d.(2) does not prohibit an employee from utilizing the services of additional organization representatives to assist in the investigation, as is the case with Carrier representatives.

- (3) An employee's personal service record will not be included in or referred to in the hearing or in the transcript of the proceedings of the hearing. The employee's personal record may be taken into consideration in assessing the amount of discipline imposed, if any.
- (4) If the formal hearing is not held within the time limits specified in Paragraph 2.a.(2), the employee will not be disciplined, will be paid for all time lost, and no disciplinary entry will be made in the employee's personal service record.
- (5) The employee and witnesses will be permitted time off if requested in order to have sufficient rest prior to and following the hearing.

#### c. Transcript of Hearing

It is recognized that the Carrier is responsible for ensuring that an accurate transcript of the hearing proceedings is made. However, this will not preclude the employee or employee's representative from making a record of the proceedings for their own use.

If, during the hearing, a partial transcript is made prior to conclusion of the hearing, such partial transcript will be made available to the employee and employee's representative upon request. If electronic recording devices are used and recordings are available for review by Carrier officials, they also shall be made available upon request for review by the employee and employee's representative at the appropriate Carrier facility.

In any cases where discipline is assessed, or in cases where discipline is not assessed but nevertheless there is a transcript, copy of the transcript will be furnished to the employee and the employee's representative promptly upon request.

#### **4. Hearing Decision**

- a. If the formal hearing results in assessment of discipline, such decision shall be rendered within fifteen (15) calendar days from the date the hearing is concluded, and the employee will be notified in writing of the reason therefore by certified or registered U.S. mail with additional copy provided for the employee representative.

**NOTE:** This rule does not preclude delivery of the decision at reasonable times by a Carrier representative. Such delivery at the employee's home shall be made only when other means of delivery are not practical.

- b. If the hearing does not result in discipline being assessed, any charges related thereto entered in the employee's personal service record shall be voided.

#### **5. Compensation for Attending Hearings**

- a. Witnesses, as referred to in Paragraph 2.a.(3), who are directed by the Carrier to attend a hearing, shall be compensated for all time lost and, in addition, will be reimbursed for actual, reasonable and necessary expenses incurred for each day of the hearing. Where no time is lost they will be paid for actual time attending the hearing, with a minimum of four (4) hours, to be paid for at the rate of pay applicable to the last service performed.
- b. When an employee involved in a formal hearing is not assessed discipline, the employee shall be compensated for all time lost. In addition, the employee will be reimbursed for actual, reasonable and necessary expenses incurred for each day of the hearing. Where no time is lost the employee shall be paid for actual time attending the hearing with a minimum of four (4) hours for each day of the hearing, to be paid for at the rate of pay applicable to the last service performed.

## 6. Time Limit on Appeals

- a. When discipline has been assessed as a result of a formal hearing and the decision rendered by the Carrier is not acceptable to the employee, any appeal must be presented in writing by or on behalf of the employee involved, to the officer of the Company authorized to receive same, within thirty (30) days from the date of notification of the assessment of discipline. Failing to comply with this provision the decision shall be considered final, but this shall not be considered as a precedent or waiver of the contentions of the employees as to other discipline cases. The Carrier shall, within thirty (30) days from the date the appeal is filed render a decision in writing on the appeal and, if the appeal is denied, the reasons for such denial shall be given. If no decision is rendered within thirty (30) days, the appeal shall be considered valid and settled accordingly, but this shall not be considered as a precedent or waiver of the contentions of the Carrier as to other disciplinary cases.
- b. The procedure outlined in Paragraph a. shall govern in appeals taken to each succeeding officer (see NOTE). Decision by the highest officer designated to handle discipline matters shall be final and binding unless within thirty (30) days after written notice of the decision, said officer is notified in writing that the decision is not accepted.

Thereafter, if conference is requested by either party it will be held within thirty (30) days of date of decision, otherwise conference will be considered as having been waived by mutual consent. All appeals involved in a decision of the highest officer shall be barred unless within ninety (90) days from the date of said officer's decision proceedings are instituted by the employee or the employee's duly authorized representative before a tribunal having jurisdiction pursuant to law or agreement of the matter involved.

### NOTE:

There shall not be more than two (2) succeeding officers involved in the appeals process. Where there is only one succeeding officer involved in the appeals process, there will be no change in that procedure by reason of this Paragraph.

- c. With respect to appeals involving an employee dismissed, suspended or held out of service, the original notice of request for reinstatement with pay for time lost shall be sufficient.
- d. If at any point in this appeals procedure or in the proceedings before a tribunal having jurisdiction it is determined that the employee should not have been disciplined, any charges related thereto entered in the employee's personal service record shall be voided and, if required to lose time or if held out of service (suspended or dismissed), the employee shall be reinstated with pay for all time lost and with seniority and other rights unimpaired.



- e. **If discipline assessed is by suspension, time lost by an employee when held out of service shall be deducted from the assessed period of suspension.**

**7. Effect of Time Limits**

The time limits set forth in this Article will govern the discipline procedure to the exclusion of any other rule, practice or agreement to the contrary and such time limits may be extended by mutual agreement in writing.

## **B. INVESTIGATIONS AND DISCIPLINE**

**1. Applicable to Southern and GS&F trainmen and yardmen**

- a. **A trainman/yardman will not be disciplined without being given a fair and impartial investigation by proper officer of the Company. He will be notified, in writing, the reason for the investigation which shall be held within seven (7) days, if practical. He will have the privilege of bringing to the investigation one or more representatives of his own selection, provided such representatives are employees in good standing. He and his representative(s) will have the privilege of hearing all evidence submitted and interrogating all witnesses.**
- b. **If found blameless, he will be paid for time lost. If discharged or demerited, he will be advised, in writing, within fifteen (15) days.**
- c. **When discipline is applied, copy of the investigation will be furnished the employee disciplined and the Local Chairperson, if requested in writing.**
- d. **Trainmen/yardmen will not be called back for the purpose of an investigation after they have been released from duty and have gone home before their rest period is up, except in emergency cases.**
- e .
  - (1) **Assigned and pool freight trainmen and regularly assigned yardmen required to attend as witnesses for the Company investigations in which they are not concerned will be allowed pay for any time lost. If no time is lost, they will be allowed pay for the actual time attending such investigation on a minute basis at the pro rata for class of service for which they stand, with a minimum of four hours.**
  - (2) **Extra trainmen required to attend investigations in which they are not concerned as witnesses for the Company will be allowed pay for the actual time attending such investigation on a minute basis at the pro rata through freight trainman's rate with a minimum of four hours; except that in cases where an Extra Board trainman stands for service during the period he is attending such investigation at his terminal, he will be allowed pay for a minimum day at the rate of service for**

which he stood. When the investigation is conducted at the extra trainman% terminal his name will remain on the Extra Board while he is attending such investigation unless he should stand for service, in which event he will be placed at the bottom of the Board. Extra Board trainmen required to attend investigations as witnesses for the Company in cases in which they are not concerned at points away from their home terminal will be allowed pay for a minimum day at through freight rate for each day required to attend the investigation. In such cases, extra trainmen going away from their terminal for investigations will be removed from the Extra Board until their return to the terminal. Upon their return they will be placed at the bottom of the Extra Board.

- (3) Extra yardmen required to attend investigations in which they are not concerned will be allowed pay for the actual time attending such investigation on a minute basis at the pro rata yard helper's rate with a minimum of four hours; except that in cases where an Extra Board yardman stands for service while he is attending such investigation at the point at which employed, he will be allowed pay for a minimum day at the rate of service for which he stood. When the investigation is conducted at the point at which the extra yardman is employed, his name will remain on the Extra Board during the period he is attending such investigation unless he should stand for service, in which event he will be placed at the bottom of the Board. Extra Board yardmen required to attend investigations as witnesses for the Company in cases in which they are not concerned at points away from the point at which they are employed, will be allowed pay for a minimum day at yard helper's rate for each day required to attend the investigation. In such cases, extra yardmen going away from the point at which they are employed for such investigation will be removed from the Extra Board until their return. Upon their return they will be placed at the bottom of the Extra Board.

- f. Employees who are directed by proper authority to attend an investigation off their division will be paid for expenses and all time lost.

## C. ATTENDING COURT

1. Conductors and trainmen in assigned service or in pool freight service and regularly assigned yardmen, attending court as witnesses for the Carrier, will be allowed compensation equal to what they would have earned had such interruption not taken place and, in addition, necessary actual expenses while away from home.

**2. a. Conductors**

**For attending court on layover days, assigned and pool freight conductors will be allowed one minimum day in the class of service to which assigned or for which they stand for each layover day attending court; provided, however, that such allowance will not be made if they are paid, through lost time, for a day when not attending court. In other words, if a free day is paid for, such day shall be considered in lieu of their regular layover day and payment for court attendance on layover day is not required. Necessary actual expenses while away from home will be allowed.**

**b. Trainmen and Yardmen**

**For attending court on layover or off days, whichever is applicable to their craft, assigned and pool freight trainmen and regularly assigned yardmen will be allowed one minimum day in the class of service to which assigned or for which they stand for each layover day/off day attending court. Necessary actual expenses while away from home will be allowed.**

- 3. Extra employees in road service attending court on any day will be paid a minimum through freight day for each day attending court.**
- 4. Extra employees in yard service will be paid one yard day at the rate applicable to service for which they stand, i.e., foreman, helper, for each day attending court.**
- 5. Extra employees in any service will be paid necessary actual expenses if required to go away from home to attend court.**
- 6. Employees attending court as witnesses for the Commonwealth will not be paid under the court rule.**
- 7. Employees attending coroner's inquest in which the Carrier is concerned will be paid in the same manner as though attending court as witnesses for the Carrier.**
- 8. The Carrier will furnish necessary transportation and will be entitled to certificates for witness fees in all cases.**
- 9. When employees are called to the Claim Agent's office or Attorneys office to give depositions to be used in court in lieu of the employees being taken to court and testifying on the witness stand, this shall constitute "court attendance", and they will be paid in the same manner as though attending court as witnesses for the Carrier.**
- 10. The "Attending Court Rule" will not apply when employees make ordinary statements usually required by the Claim Department in connection with the hilling of stock and other claims. Employees may be required to furnish**

such statements without payment therefor, and will be furnished copy of such statements, upon request. The rule applies only when formal depositions are given for use in court.

# ARTICLE 32

## LEAVES

### A. LEAVE OF ABSENCE

1. Employees off on bona fide organization work for the United Transportation Union will not be required to have a leave of absence.
2. Employees engaging in other business or employment will not be granted leave of absence in excess of ninety (90) days within twelve (12) consecutive months, and retain their seniority rights unless mutually agreed to in writing by the proper officer of the Company and Local Chairperson of the United Transportation Union. In all instances where a leave of absence is granted, it will be in writing and a copy will be furnished the Local Chairperson.
3. When promoted to official positions with the Carrier or United Transportation Union, leave of absence will not be required and seniority will continue to accumulate. Their names may be carried on the seniority roster as information, but their omission will not affect seniority.
4. Employees occupying regular positions as yardmasters or car retarder operators are considered the same as if they occupied official positions for the purpose of the rules governing leave of absence such that they will not be forced into locomotive engineer training.

Should such a yardmaster or car retarder operator return to ground service, he will be subject to being forced into locomotive engineer training in line with his seniority. However, if so forced, his fireman's seniority date will be the date that he actually begins the training program.

5. Trainmen/yardmen laying off for more than thirty (30) consecutive days without proper leave of absence will forfeit their seniority. This does not apply in case of bona fide illness and/or disability.
6. A yardmaster or an employee having been on an official position with the Carrier or with the United Transportation Union who voluntarily returns to the status of conductor, trainman or yardman has no rights to displace a junior trainman/yardman. However, if such an employee is forced to return to the status of conductor, trainman or yardman, he is entitled to a displacement right.

### B. BEREAVEMENT LEAVE

Bereavement leave, not in excess of three calendar days, following the date of death will be allowed in case of death of an employee's brother, sister, parent, child, spouse or spouse's parent. In such cases, a minimum of a basic day's pay at the rate of the last service rendered will be allowed for the number of working days lost during bereavement leave. Employees involved will make provisions for taking leave with their supervising officials in the usual manner.

## **c . JURY DUTY**

When an employee is summoned for jury duty and is required to lose time from his assignment as a result thereof, he shall be paid for actual time lost with a maximum of a basic day's pay at the straight time rate of his position for each calendar day lost less the amount allowed him for jury service for each such day, excepting allowances paid by the court for meals, lodging or transportation, subject to the following qualification requirements and limitations:

1. An employee must furnish the Carrier with a statement from the court of jury allowances paid and the day(s) on which jury duty was performed.
2. The number of days for which jury duty pay shall be paid is limited to a maximum of sixty (60) days in a calendar year.
3. No jury duty pay will be allowed for any day that an employee receives vacation or holiday pay.

## **D. HOLIDAY PAY RULES**

### **I. Road Service**

The following provisions shall apply to regularly assigned road service employees paid on a daily basis:

- a. Each regularly assigned road service employee in local freight service, including road switchers, mine runs, or other miscellaneous service employees, who are confined to runs of 100 miles or less and who are therefore paid on a daily basis without a mileage component, and who meet the qualifications set forth in Paragraph c. hereof, shall receive one basic day's pay at the rate for the class and craft of service in which last engaged for each of the following enumerated holidays.

- |                              |                           |
|------------------------------|---------------------------|
| * New Year's Day             | * Christmas Eve           |
| * President's Day            | (The day before Christmas |
| * Good Friday                | Day is observed)          |
| * Memorial Day               | * Christmas Day           |
| * Fourth of July             | * New Year's Eve (The     |
| * Labor Day                  | day before New Year's Day |
| * Thanksgiving Day           | is observed)              |
| * Day after Thanksgiving Day |                           |

Only one basic day's pay shall be paid for the holiday irrespective of the number of shift or trips worked.

#### **NOTE:**

When any of the above listed holidays falls on Sunday, the day observed by the Nation shall be considered the holiday.

- b. Any of the employees described in Paragraph a. hereof who works on any of the holidays listed in Paragraph a. hereof shall be paid at the rate of time and one-half for all services performed on the holiday with a minimum of one and one-half times the rate for the basic day.
- c. To qualify for holiday pay, a regularly assigned employee referred to in Paragraph a. hereof must be available for or perform service as a regularly assigned employee in the classes of service referred to on the work days immediately preceding and following such holiday and, if his assignment works on the holiday, the employee must fulfill such assignment. However, a regularly assigned employee whose assignment is annulled, cancelled or abolished, or a regularly assigned employee who is displaced from a regular assignment as a result thereof on (1) the work day immediately preceding the holiday, (2) the holiday, or (3) on the work day immediately following the holiday will not thereby be disqualified for holiday pay provided he does not lay off on any o&such days and makes himself available for service on each of such days excepting the holiday in the event the assignment does not work on the holiday. If the holiday falls on the last day of an employee's work week, the first work day following his days off' shall be considered the work day immediately following. If the holiday falls on the first work day of his work week, the last work day of the preceding work week shall be considered the work day immediately preceding the holiday.
- d. Weekly or monthly guarantees shall be modified to provide that where a holiday falls on the work day of the assignment, payment of a basic day's pay pursuant to Paragraph a. hereof, unless the regularly assigned employee fails to qualify under Paragraph c. hereof, shall be applied toward such guarantee. Nothing in this Article shall be considered to create a guarantee where none now exists, or to change or modify rules or practices dealing with the Carrier's right to annul assignments on the holidays enumerated in Paragraph a. hereof.
- e. That part of all rules, agreements, practices or understandings which require that crew assignments or individual assignments in the classes of service referred to in Paragraph a. hereof be worked a stipulated number of days per week or month will not apply to the eleven holidays herein referred to; but where such an assignment is not worked on a holiday, the holiday payment to qualified employees provided by this rule will apply.
- f. As used in this rule, the terms "work day" and "holiday" refer to the day to which service payments are credited.
- g. When a regularly assigned employee, holding an assignment subject to Paragraph 1.a. above, performs compensated service at least one day on his regular assignment in the week in which the holiday falls, is required to be used off his assignment to protect other service on one or both qualifying days and/or on the holiday, performing or being available for the service he is called to protect will qualify him

to receive the holiday basic days pay at the rate of his regular assignment. He will be paid at the rate of time and one-half for service performed on the holiday provided he works on his regular assignment, and only then if he meets the qualifying requirements set forth in Paragraph l.c. above.

- h. A regularly assigned employee holding an assignment which is not subject to Paragraph I .a. above, but is called to protect other service on an assignment which is subject to paragraph l.a., will qualify for payment of the basic day for the holiday pay if he is available for or performs service on such assignment on the qualifying days and on the holiday, provided no other employee qualifies for holiday pay on such position. If the assignment works on the holiday, he will be paid at the rate of time and one-half for service performed on the holiday.
- i. When one or more designated holidays fall during the vacation period of the employee, his qualifying days for holiday pay purposes shall be his workdays immediately preceding and following the vacation period. In road service, lost days preceding or following the vacation period due to the away-from-home operation of the individual's run shall not be considered to be workdays for qualifying purposes.
- j. Not more than one time and one-half payment will be allowed, in addition to the "one basic day's pay at the pro rata rate", for service performed during a single tour of duty on a holiday which is also a work day, or a vacation day.
- k. An employee who meets all other qualifying requirements will qualify for holiday pay for both Christmas Eve and Christmas Day if on the "workday" (for a regularly assigned employee) or the "calendar day" (for an extra or unassigned employee) immediately preceding the Christmas Eve holiday he fulfills the qualifying requirements applicable to the "workday" or the "calendar day" before the holiday and on the "workday" or the "calendar day", as the case may be, immediately following the Christmas Day holiday he fulfills the qualifying requirements applicable to the "workday" or the "calendar day" after the holiday.

An employee who does not qualify for holiday pay for both Christmas Eve and Christmas Day may qualify for holiday pay for either Christmas Eve or Christmas Day under the provisions applicable to holidays generally.

The holiday pay qualifications for Christmas Eve - Christmas shall also be applicable to the Thanksgiving Day - day after Thanksgiving Day and the New Year's Eve - New Year's Day holidays.



## 2. Yard Service

### a. Regularly Assigned Yard Service Employees

- (1) Each regularly assigned yard service employee, who meets the qualifications provided in Paragraph (2) hereof, shall receive one basic days pay at the pro rata rate of the position to which regularly assigned for each of the following enumerated holidays, when such holidays fall on assigned workday of the work week of the individual employee:

* New Year's Day	* Christmas Eve
* President's Day	(The day before Christmas
* Good Friday	Day is observed)
* Memorial Day	* Christmas Day
* Fourth of July	* New Year's Eve (The
* Labor Day	day before New Year's Day
* Thanksgiving Day	is observed)
* Day after Thanksgiving Day	

**Exception: NOT employees only, Mardi Gras Day is substituted for President's Day as an enumerated holiday.**

**Only one basic day's pay shall be paid for the holiday irrespective of the number of shifts worked.**

**NOTE:**

**When any of the above listed holidays falls on Sunday, the day observed by the State or Nation shall be considered the holiday.**

- (2) To qualify, a regularly assigned employee must be available for or perform service as a regularly assigned employee on the work days immediately preceding and following such holiday and, if his assignment works on the holiday, the employee must fulfill such assignment. However, a regularly assigned yard service employee whose assignment is annulled, cancelled or abolished, or a regularly assigned yard service employee who is displaced from a regular assignment as a result thereof on (1) the work day immediately preceding the holiday, (2) the holiday, or (3) on the work day immediately following the holiday will not thereby be disqualified for holiday pay provided he does not lay off on any of such days and makes himself available for yard service on each of such days excepting the holiday in the event the assignment does not work on the holiday, and the holiday falls on a work day of his assignment. If the holiday falls on the last day of an employee's work week, the first work day following his "days off" shall be considered the work day immediately following. If the holiday falls on the first work day of this work week, the

last work day of the preceding work week shall be considered the work day immediately preceding the holiday.

**NOTE 1:**

**A regularly assigned yard service employee who qualified for holiday pay under Paragraph (2) above shall not be deprived thereof by reason of changing from one regular yard assignment to another regular yard assignment on the work day immediately preceding or following the holiday or on the holiday.**

**NOTE 2:**

**A regularly assigned yard service employee whose assignment is annulled, cancelled, or abolished, or a regularly assigned yard service employee who is displaced from a regular assignment as a result thereof as set forth above, in Paragraph (2) and who reverts to the Extra Board, will be considered "available" if he marks himself on the Extra Board in sufficient time under existing applicable mark-up rules to work a tour of duty at the first opportunity permitted by such applicable rules.**

**NOTE 3:**

**An employee will be deemed to have performed service or fulfilled his assignment if he is required by the Carrier to perform other services in accordance with rules and practices of the Carrier.**

- (3) Yard service employees who work on any of the eleven specified holidays shall be paid at the rate of time and one half for all services performed on the holiday with a minimum of one and one half times the rate for the basic day, and the allowance of one basic day's pay provided for in this Paragraph D.2.a.(1) for qualifying employees shall be in addition thereto.**
- (4) When one or more designated holidays fall during the vacation period of the employee, his qualifying days for holiday pay purposes shall be his workdays immediately preceding and following the vacation period.**
- (5) This Paragraph D.2.a. applies only to regularly assigned yard service employees paid on an hourly or daily basis and who are subject to yard rules and working conditions. Except as provided for in Note 3 to Paragraph D.2.a.(2) above, each of the qualifying days of service provided in Paragraph D.2.a.(2) must be performed in yard service.**
- (6) Nothing in this Paragraph D.2. shall be considered to create a guarantee where none now exists, or to change or modify rules**

or practices dealing with the Carrier's right to annul assignments on the holiday enumerated in Paragraph D.2.a.(1).

- (7) As used in Paragraph D.2.a., the terms "work day" and "holiday" refer to the day to which service payments are credited.
- (8) Nothing in Paragraph D.2. shall be considered to change or modify application of the Vacation Agreement effective July 1, 1949, as amended, and Article 18 (Five Day Work Week) of the Agreement of May 25, 1951, as amended.
- (9) An employee who meets all other qualifying requirements will qualify for holiday pay for both Christmas Eve and Christmas Day if on the "workday" (for a regularly assigned employee) or the "calendar day" (for an extra or unassigned employee) immediately preceding the Christmas Eve holiday he fulfills the qualifying requirements applicable to the "workday" or the "calendar day" before the holiday and on the "workday" or the "calendar day", as the case may be, immediately following the Christmas Day holiday he fulfills the qualifying requirements applicable to the "workday" or the "calendar day" after the holiday.

An employee who does not qualify for holiday pay for both Christmas Eve and Christmas Day may qualify for holiday pay for either Christmas Eve or Christmas Day under the provisions applicable to holidays generally.

The holiday pay qualifications for Christmas Eve - Christmas shall also be applicable to the Thanksgiving Day - day after Thanksgiving Day and the New Year's Eve - New Year's Day holidays.

**b. Extra Yard Service Employees**

- (1) Each extra yard service employee, who meets the qualifications provided in Paragraph b.(2) below shall receive one basic day's pay at the pro rata rate on any of the following enumerated holidays:

- |                              |                           |
|------------------------------|---------------------------|
| * New Year's Day             | * Christmas Eve           |
| * President's Day            | (The day before Christmas |
| * Good Friday                | Day is observed)          |
| * Memorial Day               | * Christmas Day           |
| * Fourth of July             | * New Year's Eve (The     |
| * Labor Day                  | day before New Year's Day |
| * Thanksgiving Day           | is observed)              |
| * Day after Thanksgiving Day |                           |

**Exception: NOT employees only, Mardi Gras Day is substituted for President's Day as an enumerated holiday.**

**Only one basic day's pay shall be paid for the holiday irrespective of the number of shifts worked. If more than one shift is worked on the holiday the allowance of one basic days pay shall be at the rate of pay of the ~~first~~ tour of duty worked.**

**NOTE:**

**When any of the above listed holidays fall on Sunday, the day observed by the State or Nation shall be considered the holiday.**

- (2) **To qualify, an extra yard service employee must:**
- (a) Perform yard service on the calendar days immediately preceding and immediately following the holiday, and be available for yard service the full calendar day on the holiday, or**
  - (b) Be available for yard service on the full calendar day immediately preceding and immediately following the holiday and perform yard service on such holiday, or**
  - (c) If such employee cannot qualify under Paragraph (2)(a) or (b) above, then, in order to qualify, he must be available for yard service on the full calendar days immediately preceding and immediately following the holiday, or perform yard service on any one or more of such days and be so available on the other day or days, and compensation for yard service paid him by the Carrier is credited on 11 or more of the 30 calendar days immediately preceding the holiday.**

**NOTE 1:**

**An employee whose service status changes from an extra yard service employee to a regularly assigned yard service employee or vice versa on one of the qualifying days shall receive the basic day's pay provided in Paragraph D.2.b.(1), provided (1) he meets the qualifications set forth in Paragraph D.2.b.(2) on the day or days he is an extra yard service employee and (2) he meets the qualifications set forth in Paragraph D.2.a.(2) on the day or days he is a regularly assigned yard service employee, provided further that a regularly assigned yard service employee who voluntarily changes his service status to an extra yard service employee on any of the three qualifying days shall not be entitled to receive the pay provided for in Paragraph D.2.b.(1).**

**NOTE 2:**

For the purposes of Paragraph D.2.b., an extra yard service employee will be deemed to be available if he is ready for yard service and does not lay off on his own accord, or if he is required by the Carrier to perform other service in accordance with rules and practices of the Carrier.

**NOTE 3:**

The term "extra yard service employee" shall include an extra employee on a common extra list protecting both road and yard service, except that an employee, while performing road service, shall not be regarded as being available for yard service unless compensation for yard service paid him by the Carrier is credited on 11 or more of the 30 calendar days immediately preceding the holiday.

**NOTE 4:**

The term "yard service" as used herein applies only to yard service paid for on an hourly or daily basis and is subject to yard rules and working conditions.

- (3) Yard service employees who work on any of the eleven specified holidays shall be paid at the rate of time and one half for all services performed on the holiday with a minimum of one and one half times the rate for the basic day, and the allowance of one basic day's pay provided for in Paragraph D.2.b.(1) for qualifying employees shall be in addition thereto.
- (4) When one or more designated holidays fall during the vacation period of the employee, his qualifying days for holiday pay purposes shall be his workdays immediately preceding and following the vacation period.
- (5) As used in this Paragraph D.2.b., the term "calendar day" and "holiday" on which yard service is performed refer to the day to which service payments are credited.
- (6) Nothing in this Paragraph D.2.b. shall be considered to change or modify application of the Vacation Agreement effective July 1, 1949, as amended, and Article 18 (Five Day Work Week) of the Agreement of May 25, 1951, as amended.
- (7) Not more than one time and one-half payment will be allowed, in addition to the "one basic days pay at the pro rata rate", for service performed during a single tour of duty on a holiday which is also a work day, or a vacation day.

- (8)** For purpose of this Article, the-work week for extra yard service employees shall be Monday through Friday, both days inclusive. If the holiday falls on Friday, the Monday of the succeeding week shall be considered the work day immediately following. If the holiday falls on Monday, the Friday of the preceding week shall be considered the work day immediately preceding the holiday.

**NOTE:**

This work week shall not be applied to extra yard service employees who have scheduled days off other than Saturday and Sunday, in which event the same principles outline above will apply in determining the work days immediately preceding and following the holiday.

- (9)** An employee who meets all other qualifying requirements will qualify for holiday pay for both Christmas Eve and Christmas Day if on the "workday" (for a regularly-assigned employee) or the "calendar day" (for an extra or unassigned employee) immediately preceding the Christmas Eve holiday he fulfills the qualifying requirements applicable to the "workday" or the "calendar day" before the holiday and on the "workday" or the "calendar day", as the case may be, immediately following the Christmas Day holiday he fulfills the qualifying requirements applicable to the "workday" or the "calendar day" after the holiday.

An employee who does not qualify for holiday pay for both Christmas Eve and Christmas Day may qualify for holiday pay for either Christmas Eve or Christmas Day under the provisions applicable to holidays generally.

The holiday pay qualifications for Christmas Eve - Christmas shall also be applicable to the Thanksgiving Day - day after Thanksgiving Day and the New Year's Eve - New Year's Day holidays.

## **D. PERSONAL LEAVE**

1. Effective January 1, 1985, 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 2. below:

**Years of Service**

**Personal Leave Days**

<b>Less than 5 years</b>	<b>3 days</b>
<b>Five years and less than 10 years</b>	<b>5 days</b>
<b>Ten years and less than 15 years</b>	<b>7 days</b>
<b>Fifteen years and less than 20 years</b>	<b>9 days</b>
<b>Twenty years or more</b>	<b>11 days</b>

2. The number of personal leave day(s) 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. Once an employee has reached the maximum of 11 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.

3. 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 Carrier has the option of granting personal leave days with less than 24 hours' notice. 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. Any personal leave days not taken during the calendar year because of failure of the employee to make timely request therefor shall not be carried over.

4. Personal leave day(s) will not be scheduled to start on other than a workday 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 day(s) paid for will be counted as qualifying days for vacation purposes.

## **QUESTIONS AND ANSWERS**

### **(Applicable to Bereavement Leave)**

**Question #1 :**

**How are the three calendar days to be determined?**

**Answer:**

**An employee will have the following options in deciding when to take bereavement leave:**

- a. three consecutive calendar days, commencing with the day of death, when the death occurs prior to the time an employee is scheduled to report for duty; or**
- b. three consecutive calendar days, ending the day of the funeral service; or**
- c. three consecutive calendar days, ending the day following the funeral service.**

**Question #2:**

**Does the three (3) calendar days allowance pertain to each separate instance, or do the three (3) calendar days refer to a total of all instances?**

**Answer:**

**Three (3) days for each separate death, however, there is no pyramiding where a second death occurs within the three-day period covered by the first death.**

**Example:**

**Employee has a work week of Monday through Friday - off-days of Saturday and Sunday. His mother dies on Monday and his father dies on Tuesday. At a maximum the employee would be eligible for bereavement leave on Tuesday, Wednesday, Thursday and Friday.**

**Question #3:**

**An employee working from an Extra Board is granted bereavement leave on Wednesday, Thursday and Friday. Had he not taken bereavement leave he would have been available on the Extra Board but would not have performed service on one of the days on which leave was taken. Is he eligible for two days or three days of bereavement pay?**

**Answer:**

**A maximum of two days.**



**QUESTIONS AND ANSWERS**  
**(Applicable to Bereavement Leave)**  
**(cont'd)**

**Question #4:**

**Will a day on which a basic day's pay is allowed account bereavement leave serve as a qualifying day for holiday purposes?**

**Answer:**

No; however, the parties are in accord that bereavement leave non-availability should be considered the same as vacation non-availability and that the first work day preceding or following the employee's bereavement leave, as the case may be, should be considered as the qualifying day for holiday purposes.

**Question #5:**

**Would an employee be entitled to bereavement leave in connection with the death of a half-brother or half-sister, stepbrother or stepsister, stepparents or stepchildren?**

**Answer:**

Yes - for half-brother and half-sister; no - for stepbrother or stepsister, stepparents or stepchildren. However, the rule is applicable to a family relationship covered by the rule through the legal adoption process.

**Question #6:**

**Would bereavement leave be applicable during an employee's vacation period?**

**Answer:**

No.

**Question #7:**

**An employee qualifies for holiday pay on a holiday which occurs on a day the employee also qualifies for bereavement leave pay. Under these circumstances, is the employee entitled to be paid both the holiday and bereavement leave allowance?**

**Answer:**

No. The employee would be entitled to only one basic day's pay.

**Question #8:**

**An employee in pool freight service is granted bereavement leave on Wednesday, Thursday and Friday. He is paid under the bereavement leave rule for Wednesday and Thursday; however, his claim for Friday, a day on which the crew of which he was a member was at the away-from-home terminal and received an authorized return deadhead trip for which they were allowed 141 miles, is denied. Is he entitled to pay under the bereavement leave rule for Friday?**

**Answer:**

Yes, inasmuch as the deadhead trip is authorized and represents time lost on a separate qualifying calendar day.

## QUESTIONS AND ANSWERS (Applicable to Personal Leave Days)

### Question #1 :

If an employee with more than five years and less than ten years of service, who is entitled to five personal leave days a year (receives or could have received 6. paid holidays but did not qualify due to unavailability on qualifying days, goes to road service, which does not qualify for holiday pay, would he be entitled to five personal leave days?

### Answer:

Yes, but he could not get more than eleven personal leave days and holidays through the combination of the two.

### Question #2:

In the event the same employee, who qualified for and who is entitled to five personal leave days, works a yard job or a road job qualifying for holiday pay and earns seven paid holidays and then takes a job that does not qualify for holiday pay, how many personal leave days would he then be entitled to?

### Answer:

Four.

### Question #3:

In the case of 20-year trainman working the first part of the year on freight trains not covered by holiday pay, and during such time uses all eleven days of his "personal leave", then goes to a road freight run or yard service covered by Holiday Pay Rules, what is his eligibility for holiday pay?

### Answer:

He would not be eligible for holiday pay, as he used his maximum eleven days for the year and no more holiday pay days would be due; similarly, if he used five days of his personal leave, he would only be eligible for six holiday pay opportunities the remainder of the year, i.e., in no event can an employee accrue more than eleven days' personal leave or holiday pay in combination.

### Question #4:

If a yard service employee goes into freight service where the personal leave days apply, is he eligible for such days when in freight service?

### Answer:

Yes, after the employee has made one or more trips in freight service.

**QUESTIONS AND ANSWERS**  
**(Applicable to Personal Leave Days)**  
**(cont'd)**

**Question #5:**

An employee has five years of service as of December 28, has taken no personal leave days prior to that date and is then entitled to five personal leave days, but there are only four days remaining in the year. After taking four personal leave days, may he then carry the fifth day over into the next year?

**Answer:**  
No.

**Question #6:**

An employee who will have five years of service on August 1, takes three personal leave days prior to that date. Is he entitled to an additional two personal leave days after August 1?

**Answer:**  
Yes

**Question #7:**

Can an employee on a combination road-yard service Extra Board take personal leave days?

**Answer:**  
Yes, but he cannot get more than 11 personal leave/holidays through a combination of the two

**Question #8:**

When personal leave days have begun, how will they be computed?

**Answer:**  
Consecutively on calendar-day basis.

**Question #9:**

Does this Article 32, Paragraph D. preclude the payment of time and one-half for service actually performed on a holiday by an employee who has previously taken a combination of eleven (11) holiday/personal leave days?

**Answer:**  
No, provided he is otherwise qualified for time and one-half payment for service performed on a holiday under the National Holiday Rule.

**QUESTIONS AND ANSWERS**  
**(Applicable to Personal Leave Days)**  
**(cont'd)**

**Question #10:**

**If an employee carries over personal leave days as provided by Article 32, Paragraph D.3., will such employee be permitted to take his personal leave days even though he is holding, at that time, an assignment covered by the National Paid Holiday Rules?**

**Answer:**

**Yes.**

**Question #11:**

**If a trainman first-out on the Extra Board takes personal leave days, will the second-out protected trainman be called for the vacancy for which the first-out trainman stood?**

**Answer:**

**Yes.**

**Question #12:**

**Will the must-fill vacancy of a regularly assigned trainman, who is stepped up or used off his position as trainman to fill the vacancy of a conductor who is taking a personal leave day, be filled?**

**Answer:**

**Yes.**

**Question #13:**

**A personal leave vacancy created by a regularly assigned trainman is a "blankable" vacancy. Does this mean such vacancy is not to be filled?**

**Answer:**

**The vacancy need not be filled unless it is a "must-fill" vacancy.**

**Question #14:**

**If the assignment of an employee, who would have otherwise qualified for holiday pay, is annulled and the employee is paid in accordance with the annulment rule, will the annulment day count toward one of the eleven personal leave/holiday days?**

**Answer:**

**Yes.**

# **ARTICLE 33**

## **VACATION AGREEMENT**

- A. 1. Each employee, subject to the scope of the Schedule Agreement, will be qualified for an annual vacation of one week with pay, or pay in lieu thereof, if during the preceding calendar year the employee rendered service under Schedule Agreements amounting to two hundred forty (240) basic days in miles or hours paid for, as provided in individual schedules.

In the application of this Paragraph A. 1., each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.6 days, and each basic day in all other service shall be computed as 1.3 days for purposes of determining qualification for vacation. This is the equivalent of 1.50 qualifying days in a calendar year in yard service and 180 qualifying days in a calendar year in road service.

2. Each employee, subject to the scope of the Schedule Agreement, having two or more years of continuous service with employing Carrier will be qualified for an annual vacation of two weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employee rendered service under Schedule Agreements amounting to two hundred forty (240) basic days in miles or hours paid for as provided in individual schedules and during the said two or more years of continuous service rendered service of not less than three hundred twenty (320) basic days in miles or hours paid for as provided in individual schedules.

In the application of this Paragraph A.2. each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.6 days, and each basic day in all other services shall be computed as 1.3 days, for purposes of determining qualifications for vacation. This is the equivalent of 150 qualifying days in a calendar year in yard service and 180 qualifying days in a calendar year in road service.

3. Each employee, subject to the scope of the Schedule Agreement, having eight or more years of continuous service with employing Carrier will be qualified for an annual vacation of three weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employee rendered service under Schedule Agreements amounting to two hundred forty (240) basic days in miles or hours paid for as provided in individual schedules and during the said eight or more years of continuous service rendered service of not less than one thousand two hundred and eighty (1280) basic days in miles or hours paid for as provided in individual schedules.

In the application of this Paragraph A.3. each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.6 days, and each basic day in all other services shall be computed as 1.3 days, for purposes of determining qualifications for vacation. This is the equivalent

of 150 qualifying days in a calendar year in yard service and 180 quahfying days in a calendar year in road service.

4. Each employee, subject to the scope of the Schedule Agreement, having seventeen or more years of continuous service with employing Carrier will be qualified for an annual vacation of four weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under Schedule Agreements amounting to two hundred forty (240) basic days in miles or hours paid for as provided in individual schedules and during the said seventeen or more years of continuous service rendered service of not less than two thousand seven hundred and twenty (2720) basic days in miles or hours paid for as provided in individual schedules.

In the application of this Paragraph A.4. each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shah be computed as 1.6 days, and each basic day in all other services shall be computed as 1.3 days, for purposes of determining qualifications for vacation. This is the equivalent of 150 qualifying days in a calendar year in yard service and 180 quahfying days in a calendar year in road service.

5. Each employee, subject to the scope of the Schedule Agreement, having twenty-five or more years of continuous service with employing Carrier will be qualified for an annual vacation of five weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employee rendered service under Schedule Agreements amounting to two hundred forty (240) basic days in miles or hours paid for as provided in individual schedules and during the said twenty-five or more years of continuous service rendered service of not less than four thousand (4000) basic days in miles or hours paid for as provided in individual schedules.

In the application of this Paragraph AS. each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shah be computed as 1.6 days, and each basic day in all other services shall be computed as 1.3 days, for purposes of determining qualifications for vacation. This is the equivalent of 150 quahfying days in a calendar year in yard service and 180 quahfying days in a calendar year in road service.

6. Calendar days on which an employee assigned to an extra list is available for service and on which days he performs no service, not exceeding ninety (90) days, such days will be included in the determination of qualification for vacation; also, calendar days, not in excess of forty five (45) days, on which an employee is absent from and unable to perform service because of injury received on duty will be included. Such calendar days shall not be subject to the multiplying factors set forth in existing vacation rules as amended.
7. Where an employee is discharged from service and thereafter restored to service during the same calendar year with seniority unimpaired, service performed prior to discharge and subsequent to reinstatement during that

year shall be included in the determination of qualification for vacation during the following year.

Where an employee is discharged from service and thereafter restored to service with seniority unimpaired, service before and after such discharge and restoration shall be included in computing three hundred twenty (320) basic days under Paragraph A2., one thousand two hundred and eighty (1280) basic days under Paragraph A3., two thousand seven hundred and twenty (2720) basic days under Paragraph A.4., and four thousand (4000) basic days under Paragraph A.5.

8. Only service performed on one railroad may be combined in determining the qualifications provided for in this Paragraph A., except that service of an employee on his home road may be combined with service performed on other roads when the latter service is performed at the direction of the management of his home road or by virtue of the employee's seniority on his home road. Such service will not operate to relieve the home road of its responsibility under this Article.
9. In instances where employees who have become members of the Armed Forces of the United States returns to the service of the employing Carrier in accordance with the Military Selective Service Act of 1967, as amended, the time spent by such employee in the Armed Forces, subsequent to their employment by the employing Carrier will be credited as qualifying service in determining the length of vacations for which they may qualify upon their return to the service of the employing Carrier.
10. In instances where an employee who has become a member of the Armed Forces of the United States returns to the service of the employing Carrier in accordance with the Military Selective Service Act of 1967, as amended, and in the calendar year preceding his return to railroad service had rendered no compensated service or had rendered compensated service on fewer days than are required to qualify for a vacation in a calendar year of his return to railroad service, but could qualify for a vacation in the year of his return to railroad service if he had combined for qualifying purposes days on which he was in railroad service in such preceding calendar year with days in such year on which he was in the Armed Forces, he will be granted, in the calendar year of his return to railroad service, a vacation of such length as he could so qualify for under Paragraphs A.1 , 2., 3., 4., 5.and 9. hereof.
11. Instances where an employee who has become a member of the Armed Forces of the United States returns to the service of the employing Carrier in accordance with the Military Selective Service Act of 1967, as amended, and in the calendar year of his return to railroad service renders compensated service on fewer days than are required to qualify for a vacation in the following calendar year, but could qualify for a vacation in such following calendar year if he had combined for qualifying purposes days on which he was in railroad service in the year of his return with days in such year on which he was in the Armed Forces, he will be granted in such following calendar year, a vacation of such length as he could so qualify for under Paragraphs A.1 , 2., 3., 4., 5. and 9. hereof.

12. **Calendar days on which an employee is compensated while attending training and rules classes at the direction of the Carrier will be included in the determination of qualification for vacation. Such calendar days shall not be subject to the multiplying factors set forth in existing vacation rules as amended.**

**INTERPRETATION OF CONTINUOUS SERVICE  
PROVISIONS OF PARAGRAPH A. OF VACATION AGREEMENT**

**In the granting of vacations, service rendered for the Carrier will be counted in establishing the years of continuous service where the employee transferred in service to a position subject to an agreement held by an organization signatory to the April 29, 1949 Vacation Agreement, provided there was no break in the employee's service as a result of the transfer from a class of service not covered by an agreement held by an organization signatory to the April 29, 1949 Agreement. This understanding will apply only where there was a transfer of service.**

- B. Employees qualified under Paragraph A. hereof shall be paid for their vacation as follows:**

**1. General**

- a. **An employee receiving a vacation, or pay in lieu thereof, under Paragraph A. shall be paid for each week of such vacation 1/52 of the compensation earned by such employee under Schedule Agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, on the Carrier on which he qualified under Paragraph A. for Carriers in case he qualified on one or more than one Carrier under Paragraph A.8. during the calendar year preceding the year in which the vacation is taken, but in no event shall such pay for each week of vacation be less than six (6) minimum basic days' pay at the rate of the last service rendered, except as provided in b.**
- b. **The following shall apply insofar as yard service employees and employees having interchangeable yard and road rights covered by said agreement who are represented by the United Transportation Union:**

**(1) Yard Service**

**An employee receiving a vacation, or pay in lieu thereof, under Paragraph A. shall be paid for each week of such vacation 1/52 of the compensation earned by such employee under Schedule Agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, on the Carrier on which he qualified under Paragraph A. or Carriers in case he qualified on more than one Carrier under Paragraph A.8. during the calendar year preceding the year in which the vacation is taken, but in no event shall such pay for each week of vacation be less than five (5) minimum basic days' pay at the rate of the last service rendered.**



(2) **Combination of Yard and Road Service**

**An employee having interchangeable yard and road rights receiving a vacation, or pay in lieu thereof, under Paragraph A. shall be paid for each week of such vacation 1/52 of the compensation earned by such employee under Schedule Agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, on the Carrier on which he qualified under Paragraph A. or Carriers in case he qualified on one or more than one Carrier under Paragraph A.8. during the calendar year preceding the year in which the vacation is taken; provided that, if the vacation is taken during the time such employee is working in road service such pay for each week of vacation be not less than six (6) minimum basic days' pay at the rate of the last road service rendered, and if the vacation is taken during the time such employee is working in yard service such pay for each week of vacation shall be not less than five (5) minimum basic days' pay at the rate of the last yard service rendered.**

**NOTE:**

**Paragraph B. applicable to yard service shall apply to yard, belt line and transfer service and combinations thereof, and to hostling service.**

- C. Vacations, or allowances therefore, under two or more schedules held by different organizations on the same Carrier shall not be combined to create a vacation of more than the maximum number of days provided for in any of such schedules.**
- D. Time off on account of vacation will not be considered as time off account employee's own accord under guarantee rules and will not be considered as breaking such guarantees.**
- E. The absence of an employee on vacation with pay, as provided in this agreement, will not be considered as a vacancy, temporary or otherwise, in applying the bulletin rules of Schedule Agreements.**
- F. Vacations shall be taken between January 1st and December 31st; however, it is recognized that the exigencies of the service create practical difficulties in providing vacations in all instances. Due regard, consistent with requirements of the service, shall be given to the preference of the employee in his seniority order in the class of service in which engaged when granting vacations. Representatives of the Carrier and the employees will cooperate in arranging vacation periods, administering vacations and releasing employees when requirements of the service will permit. It is understood and agreed that vacationing employees will be paid their vacation allowance by the Carrier as soon as possible after the vacation period but the parties recognize that there may be some delay in such payments. It is understood that in any event such employee will be paid his vacation allowance no later than the second succeeding payroll period following the date claim for vacation allowance is filled.**

- G. 1. Vacations shall not be accumulated or carried over from one vacation year to another. However, to avoid loss of time by the employee at the end of his vacation period, the number of vacation days at the request of the employee may be reduced in one year and adjusted in the next year.**
- 2. After the vacation begins, layover days during the vacation period shall be counted as a part of the vacation.**
- H. The vacation provided for in this Article shall be considered to have been earned when the employee has qualified under Paragraph A. hereof. If an employee's employment status is terminated for any reason whatsoever, including but not limited to retirement, resignation, discharge, non-compliance with a Union Shop Agreement, or failure to return after furlough, he shall, at the time of such termination, be granted full vacation pay earned up to the time he leaves the service, including pay for vacation earned in the preceding year or years and not yet granted, and the vacation for the succeeding year if the employee has qualified therefore under Paragraph A. If an employee thus entitled to vacation or vacation pay shall die, the vacation pay earned and not received shall be paid to such beneficiary as may have been designated, or in the absence of such designation, the surviving spouse or children or his estate in that order of preference.**
- I. The terms of this Article shall not be construed to deprive any employee of such additional vacation days as he may be entitled to receive under any existing rule, understanding, or custom, which additional vacation days shall be accorded under and in accordance with the terms of such existing rule, understanding or custom. With respect to yard service employees, and with respect to any yard service employee having interchangeable yard and road rights who receive a vacation in yard service, such additional vacation days shall be reduced by 1/6th**
- J. Any dispute of controversy arising out of the interpretation or application of any of the provisions of this Agreement will be handled on the property in the same manner as other disputes. If the dispute or controversy is not settled on the property and either the Carrier or the Organization desires that the dispute or controversy be handled further, it shall be referred by either party for decision to a committee, the Carrier members of which shall be five members of the Carrier's Conference Committee signatory hereto, or their successors; and the employee members of which shall be the Chief Executives of the five organizations signatory hereto, or their representative or successors.**
- It is agreed that the Committee herein provided will meet between January 1 and June 30 and July 1 and December 31 of each year if any disputes or controversies have been filed for consideration. In the event of failure to reach an agreement, the dispute or controversy shall be arbitrated in accordance with the Railway Labor Act, as amended, the arbitration being handled by such Committee. Interpretation or application agreed upon by such Committee, or fixed by such arbitration, shall be final and binding as an interpretation or application of this Article.**
- K. This Vacation Agreement shall be construed as a separate agreement by and on behalf of each Carrier party hereto, and its railroad employees represented by the respective organizations signatory hereto and, effective July 1, 1949, supersedes the Consolidated Uniform Vacation Agreement dated June 6, 1945, insofar as said agreement applied to and defines the rights and obligations of the Carrier parties**

to this Agreement and the employees of such Carriers represented by the United Transportation Union.

- L. This Vacation Agreement shall continue in effect until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.**
- MI This Agreement is subject to approval of courts with respect to Carriers in hands of receivers or trustees.**
- N. The parties hereto, having in mind conditions which exist or may arise on individual Carriers in making provisions for vacations with pay, agree that the duly authorized representative (General Chairperson) of the employees, party to this Agreement, and the officer designated by the Carrier, may enter into additional written understandings to implement the purposes of this Agreement, provided that such understandings shall not be inconsistent with this Agreement.**
- 0. In computing basic days in miles or hours paid for as provided in Paragraph A, the parties agree that the following interpretations shall apply:**
- 1. An employee in freight service, other than through freight service, on a run of 125 miles, upon which no overtime or other allowances accrue, will be credited with 1 1/4 basic days.**
  - 2. An employee in freight service, other than through freight service, on a run of 125 miles, with total time on duty of 14 hours on the trip, will be credited with 1 3/4 basic days.**
  - 3. An employee in yard service working 12 hours will be credited with 1 1/2 basic days.**
  - 4. An employee in freight service, run-around and paid 4 hours for same, will be credited with 1/2 basic day.**
  - 5. An employee in freight service, called and released and paid 4 hours for same, will be credited with 1/2 basic day.**
  - 6. An employee in freight service, other than through freight service, paid no overtime or other allowances, working as follows:**

<b>1st trip</b>	<b>150 miles</b>
<b>2nd trip</b>	<b>140 miles</b>
<b>3rd trip</b>	<b>120 miles</b>
<b>4th trip</b>	<b>150 miles</b>
<b>5th trip</b>	<b><u>140 miles</u></b>
<b>Total</b>	<b>700 miles</b>

**will be credited with 7 basic days.**
  - 7. An employee in freight service makes a trip of 80 miles in eight hours or less, for which he was paid a basic day, will be credited with a basic day.**

- 8. **An employee with a seniority date prior to November 1, 1985, in freight service, deadheading in separate service and paid a basic day for same, will be credited with 1 basic day.**
- 9. **An employee who is paid eight hours under the held-away-from-home terminal rule, will be credited with 1 basic day.**
- 10. **An employee who is allowed one hour as arbitrary allowance, will be credited with 1/8 basic day.**

**P. SPLITTING VACATIONS**

- 1.
  - a. **Vacation can be taken unsplit, or**
  - b. **A 2-week vacation can be split 1-1**
  - c. **A 3-week vacation can be split 2-1 or 1-1-1**
  - d. **A 4-week vacation can be split 3-1,2-2, 2-1-1 or X-1-1-1**
  - e. **A 5-week vacation can be split 4-1,3-2,3-1-1, 2-2-1,2-1-1-1, 'or 1-1-1-1-1**
  - f. **An employee may take up to one week of his annual vacation in single day increments, provided that such employee shall be automatically marked up for service upon the expiration of any single day vacation.**

**Sequence, as stated in examples above, is of no consequence.**

- 2. **No other splitting of vacations is allowed.**
- 3. **An employee who splits his vacation will get only one part in June-July-August, the preferred months, but an unsplit vacation is not restricted as to months.**
- 4. **No deadhead pay is allowed in connection with relieving an employee taking the second or later parts of a split vacation. The purpose of this provision is to insure that this agreement will not increase the number of paid deadhead trips necessary to relieve individual employees for vacation purposes.**
- 5. **If a vacation is split, each portion should have an assigned starting date as indicated in Paragraph Q. of this Agreement for vacations of that length.**
- 6.
  - a. **In road service, the actual starting date is the first day of the assigned vacation period on which the employee is at the terminal of his run and does not have a service time return dated that day.**
  - b. **For yardmen the actual starting date of vacation can be within three days before or after the assigned starting date (first, second or third day before or after). But in December, this privilege is not allowed in a way that would carry part of the assigned vacation period into the next calendar year.**
- 7. **During a calendar year in which an employee's vacation entitlement will increase on the anniversary date, such employee shall be permitted to**

schedule the additional vacation time to which entitled on the anniversary date at any time during that calendar year.

## **Q- VACATION STARTING DATE**

1. **1 week - either 1st, 8th, 16th or 23rd day of the month**  
**2 weeks - either 1st or 16th.**  
**3 weeks - either 1st, 8th 16th, or 23rd (except in December, when S-week vacation will start on 1st or 8th).**  
**4 weeks - either 1st or 16th (except in December - 1st only).**  
**5 weeks - either 1st, 8th 16th or 23rd, (cannot be started in December).**
2. **For employees on furlough or leave of absence, the first day of the assigned vacation period is the starting date.**
3. **Starting Vacation - Conductors**

A conductor, holding a position on a regularly assigned run, scheduled to leave at a specific time, stands to report for duty on such run on the day before his vacation is assigned to begin. If the reporting time for such conductor's run is set back to after midnight of the day before the starting date of his vacation, he shall, nevertheless, be allowed to go on his run and his vacation shall not be deemed to have started until the first day during the vacation period when his run is in the home terminal on a day or trip for which he has not been paid on a time return dated that day.

**Example: A conductor is assigned to begin his vacation on June 22. He holds a position on a regularly assigned run scheduled to leave the home terminal at 11:30 p.m. on June 21. Reporting time for this run is set back to 2:00 a.m., June 22. This conductor will be allowed to protect his assignment at 2:00 a.m. on June 22.**

This conductor leaves the away-from-home terminal at 9:30 p.m., June 22, arriving at his home terminal at 5:00 a.m., June 23. As June 23 is the first day this conductor's run is in the home terminal on a day for which he has not been paid on a time return dated that day, June 23 shall be considered the first day of his vacation.

## **4. Ending Vacation - Conductors**

A conductor, holding a position on a regularly assigned run scheduled to leave at a specific time, the regular reporting time for which is before midnight on the last day of such conductor's vacation, is not permitted to report for duty for such run on the last day of his vacation, unless he is eligible for and has previously announced his desire to carry over a vacation day to the next year.

Hereafter, if the reporting time for the regularly assigned run of the conductor referred to in the Paragraph above is set back to after midnight of the last day of his vacation period, such conductor shall not be permitted to report for duty and go out on the run unless he is eligible for and has

**previously announced his desire to carry over a vacation day to the next year**

**Example: A conductor on a regularly assigned run scheduled to leave the home terminal at 8:00 p.m. starts his vacation on July 1. His vacation ends at midnight, July 14. This conductor has not announced that he desires to carry over a vacation day from one year to the next. The run is scheduled to leave the home terminal at 8:00 p.m. on July 14, the last day of this conductor's vacation. The reporting time for this run is set back to 2:00 a.m. on July 15. This conductor shall not be allowed to report for duty on the run at 2:00 a.m. on July 15.**

**NOTE:**

**When a conductor returning from his vacation marks up before expiration of his vacation, the conductor holding his vacation vacancy will not be released from the assignment until 12:01 am of the day following the last day of vacation, except where the regular conductor performs service on the last day of his vacation and carries over one vacation day to the following year as provided in Section G.I. of the Vacation Agreement, the conductor holding his vacancy may be released at 12:01 am on the last day of the assigned vacation.**

## **R. CARRYOVER**

- 1. Vacation must begin and end in the calendar year except as provided in Paragraph 2. below.**
- 2. Conductors and trainmen will not be allowed to accumulate or carry over vacation from one year to another, except to avoid losing time at the end of the vacation period, such an employee may request in writing, prior to starting his vacation, that his vacation be reduced one year and adjusted the next. That occurs where an employee's assignment will be out of the terminal at the end of his vacation, when taking the full vacation would make him lose a trip that starts after his vacation has ended. To avoid this, he can go out on his run on a vacation day, but must add the time not taken to his next vacation. This is limited to two consecutive years. An employee who used this privilege at the end of his vacation in 1965, for example, must take full vacation, including the carryover part, in 1966, and cannot keep carrying it over to future years.**

- S. This Article is not intended to restrict any of the existing rights of the Carrier except as specifically provided herein.**

## QUESTIONS AND ANSWERS

### Question #1:

Is an employee returning from military service entitled to receive a vacation in the year of his return?

### Answer:

Paragraph A.10., provides the number of days spent in military service in the calendar year preceding his return to railroad service may be used for qualifying purposes. Such military service can be counted separately for qualifying purposes in the event he had no compensated railroad service in the preceding calendar year or if he had less compensated railroad service in the preceding calendar year than necessary for qualifying purposes he could combine the military service with such compensated railroad service as he did have for qualifying purposes. In the event the employee returns to railroad service too late to take the full vacation for which he would qualify, he is entitled only to the number of available days remaining in the year.

### Question #2:

In situations where employees are assigned to Reserve Boards or observe Personal Leave Days, will such time be counted toward fulfilling the qualifying requirements for vacation to be taken in the succeeding year?

### Answer:

Yes, with respect to Reserve Boards and Personal Leave Days, if that is the current practice on the individual railroad.

### Question #3:

Is it correct that an employee who works six (6) months in yard service and six (6) months in road service will qualify for a vacation after rendering service amounting to the equivalent of 150 qualifying days commencing January 1, 1997?

### Answer:

There is no change from existing applications concerning employees with road and yard rights.

### Question #4:

How many days must an employee work in 1996 to qualify for a vacation to be taken in 1997?

### Answer:

There is no change in the National Vacation Agreement which will increase the qualifying days in 1996 for a 1997 vacation period. Beginning in 1997, however, employees must meet the new qualifying criteria for a 1998 vacation.

## **QUESTIONS AND ANSWERS (cont'd)**

**Question #5:**

**Are current system agreements providing more than two splits in annual vacations affected by this agreement?**

**Answer:**

**No.**

**Question #6:**

**Are current system agreements providing for more than one week of annual vacation to be taken in single day increments changed by this agreement?**

**Answer:**

**No.**

**Question #7:**

**What procedure should be followed when requesting a single day of vacation?**

**Answer:**

**Employees should follow the established procedure for assigning vacations on the property. Where there is none, the procedures used for scheduling personal leave days should be used.**

**Question #8:**

**Must the Carrier allow the request made by an employee to observe a single day of vacation?**

**Answer:**

**Yes, employees should follow the established procedure for assigning vacations on the property. Where there is none, the procedures used for scheduling personal leave days should be used.**

**Question #9:**

**Will employees be automatically marked up for service upon return from vacation periods of more than a single day?**

**Answer:**

**The new provisions for automatic mark-up apply only when taking vacation in less than one week increments. Otherwise, existing rules and practices continue to apply.**



## **QUESTIONS AND ANSWERS (cont'd)**

**Question #10:**

There are many questions raised with regard to the change in the number of qualifying days. The questions include, but are not limited to, the application of the 1.6 and 1.3 multiplying factors and the determination of the number of accumulated days of service for qualification for extended vacation. How might these questions be resolved?

**Answer:**

The parties commit to the formulation of a Vacation Synthesis so as to fully incorporate the changes made in this Agreement and to serve as a guide to resolve these questions and issues.

**Question #11:**

Does the term "local officials" include local presidents, secretaries, treasurers and legislative representatives who may be required to lose time from their assignments due to union obligations?

**Answer:**

No, local officials are Limited to working General Chairpersons, Local Chairpersons, and State Legislative Directors.

**Question #12:**

How many single vacation days may an employee be permitted to take; five, six or seven days?

**Answer:**

This question should be decided on each individual property in accordance with the past practice as to what appropriately constitutes one (1) week of annual vacation.

**Question #13:**

Can the employee elect to take vacation in periods of two (2), three (3), or four (4) days, rather than a single day increment?

**Answer:**

Yes, employees should follow the established procedure for assigning vacations on the property. Where there is none, the procedures used for scheduling personal leave days should be used.

## **QUESTIONS AND ANSWERS (cont'd)**

**Question #14:**

**If an employee observes a single day of vacation and subsequently becomes ill so as to be unable to work the next day, what must he/she do in as much as they are to mark up for service automatically?**

**Answer:**

**The employee should follow the established procedure for marking off sick.**

**Question # 15**

**Are an employee's obligations under existing rules and practices with respect to protecting service on his assigned off/rest days changed if the employee observes a single day of vacation immediately prior to such off/rest day?**

**Answer:**

**No.**

**Question #16:**

**May an employee request a single day of vacation to be taken immediately following a days where he/she was off sick or observing a personal leave day?**

**Answer:**

**Yes.**

## **ARTICLE 34**

### **HEALTH AND WELFARE BENEFITS**

- A. 1. A health and welfare program will be established for all classes and grades of road train and yard service employees represented by the United Transportation Union.
2. The Railroad Employees National Health and Welfare Plan ("the Plan") is amended, effective June 1, 1996, as provided in this Article. In order for an Eligible Employee (as defined by the Plan) to continue to be covered by the Plan during any calendar month by virtue of rendering compensated service or receiving vacation pay in the immediately preceding calendar month (the "qualifying month"), such employee must have rendered compensated service on, or received vacation pay for, an aggregate of at least seven (7) calendar days during the applicable qualifying month. Any calendar day on which an employee assigned to an extra list is available for service but does not perform service shall be deemed a day of compensated service solely for purposes of this Article. Existing Plan provisions pertaining to eligibility for and termination of coverage not specifically amended by this Article shall continue in effect.

**NOTE 1:**

This will confirm our understanding that eligibility criteria in effect on December 31, 1995 governing coverage by The Railroad Employees National Health and Welfare Plan, including dental and vision care, shall continue to apply to employees represented by the organization who hold positions as working General Chairpersons, Local Chairpersons, and State Legislative Directors (local officials). In other words, the changes in eligibility as forth in Paragraph A.2. above are not intended to revise eligibility conditions for local officials. It is further understood that by providing this exclusion it is not intended that the total number of such officials covered be expanded.

**NOTE 2:**

During the negotiations which led to the Agreement of this date, the parties had numerous discussions about the relationship between time worked and benefits received. The Carriers were concerned that certain employees were not making themselves sufficiently available for work, but due to the then current eligibility requirements such employees remained eligible for health and welfare benefits.

As a result of these discussions, the parties agreed to tighten one eligibility requirement from any compensated service in a month to seven calendar days compensated service in a month (the "seven-day rule"). However, it was not the intent of the parties to affect employees by this change where such employees have made themselves available for work and would have satisfied the seven-day rule but for an Act of God, an assignment of work which did not permit satisfaction of the seven-day rule, or because monthly mileage

limitations, monthly earnings limitations and/or maximum monthly trip provisions prevented an employee from satisfying that rule.

Also, where employees return to work from furlough, suspension, dismissal, or disability (including pregnancy), or commence work as new hires, at a time during a month when there is not opportunity to render compensated service on at least seven calendar days during that month, such employees will be deemed to have satisfied the seven-day rule, provided that they are available or actually work every available work opportunity.

However, in no case will an employee be deemed eligible for benefits under the new eligibility requirement if such employee would not have been eligible under the old requirements.

- B. The Health and Welfare Program will consist of group life, accident, hospital, surgical and medical insurance for employees and their dependents, of each employee of the Company who performs compensated service in the crafts and classes represented by the United Transportation Union.**
- C. As of the date of this Agreement, trainmen/yardmen are covered by a health and welfare policy, Group Policy GA-23000 issued by Travelers Insurance Company and by a dental plan, Group Policy GP-12000 issued by Aetna Insurance Company. The detailed coverage afforded by these policies which are negotiated at the National level, is explained in a booklet issued by the insurance companies to each covered employee. New employees will be furnished a copy of these booklets when employed. This Paragraph is included in this Article as information and does not affect the coverage provided by the National Agreement.**

## **D. HEALTH AND WELFARE PLAN**

### **NOTE:**

The providers of the Health and Welfare coverage will provide publications concerning the aforesaid benefits. The following are the amendments set forth in the Implementing Documents, effective November 1, 1991 in accordance with the recommendations of Presidential Emergency Board No. 2 19 and Public Law 102-29 and are reproduced for information only.

#### **1. Continuation of Plan**

The Railroad Employees National Health and Welfare Plan (the "Plan"), modified as provided in this Part, will be continued subject to the provisions of the Railway Labor Act, as amended. Contributions to the Plan will be offset by the expeditious use of such amounts as may at any time be in Special Account A or in one or more special accounts or funds maintained by any insurer, third party administrator or other entity in connection with the Plan and by the use of funds held in trust that are not otherwise needed to pay claims, premiums, or administrative expenses that are payable from funds held in trust; provided, however, that such amounts as may at any time be in that certain special account maintained at The Travelers Insurance company, known as the "Special Account Held in Connection

with the Amount for the Close-Out Period”, relating to the obligations of the Plan to pay, among other things, benefits incurred but not paid at the time of termination of the Plan in the event such termination should occur, shall be used to pay or provide for Plan benefits as follows: one-third of the balance in such special account as of January 1, 1992, shall be used to pay or provide for benefits that become due and payable during 1992. One-half of the balance in such special account as of January 1, 1993, shall be used to pay or provide for benefits that become due and payable during 1993. All of the balance in such special account in excess of \$25 million as of January 1, 1994, shall be used to pay or provide for benefits that become due and payable during 1994. The \$25 million referred to in the preceding sentence shall be maintained by the Plan as a cash reserve to protect against adverse claims experience from year to year.

In the event that a Carrier participating in the Plan defaults for any reason, including but not limited to bankruptcy, on its obligation to contribute to the Plan, and the Carrier's participation in the Plan terminates, the Carriers remaining in the Plan shall be liable for any Plan contribution that was required of the terminating Carrier prior to the effective date of its termination, but not paid by it. The remaining Carriers shall be obligated to make up in a timely fashion such unpaid contribution of the terminating Carrier in pro rated amounts based upon their shares of Plan contributions for the month immediately prior to such default.

## **2. Change to Self-Insurance**

Except for life insurance, accidental death and dismemberment insurance, and all benefits for residents of Canada, the Plan will be wholly self-insured and administered, under an administrative services only arrangement, by an insurance company or third party administrator.

## **3. Joint Plan Committee**

The Joint Policyholder Committee shall be renamed the Joint Plan Committee. This change in name shall not in any way change the functions and responsibilities of the Committee.

A neutral shall be retained by and at the expense of the Plan for the duration of this Implementing Document to consider and vote on any matter brought before the Joint Plan Committee (formerly the Joint Policyholder Committee), arising out of the interpretation, application or administration (including investment policy) of the Plan, but only if the Committee is deadlocked with respect to the matter. A deadlock shall occur whenever the Carrier members of the Committee, who shall have a total of one vote regardless of their number, and the organization members of the Committee, who shall also have a total of one vote regardless of their number, do not resolve a matter by a vote of two to nil and either side declares a deadlock.

If the members of the Joint Plan Committee cannot agree upon a neutral within 30 days of the date this Implementing Document becomes effective,

either side may request the National Mediation Board to provide a list of seven persons from which the neutral shall be selected by the procedure of alternate striking. Joint Plan Committee members and the neutral shall, to the extent required by ERISA, be bonded at the expense of the Plan. The Joint Plan Committee shall have the power to create such subcommittees as it deems appropriate and to choose a neutral chairman for such subcommittees, if desired.

#### **4. Managed Care**

Managed care networks that meet standards developed by the Joint Plan Committee, or a subcommittee thereof, concerning quality of care, access to health care providers, and cost-effectiveness, shall be established wherever feasible as soon as practicable. Until a managed Care network is established in a given geographical area, individuals in that area who are covered by the Plan will have the comprehensive health care benefit coverage described in Paragraph 5. below. Each employee in a given geographical area who is a Plan participant at the time a managed care network is established in that area will be enrolled in the network (along with his or her covered dependents) unless the employee provides timely written notice to his or her employer of an election to have (along with his or her covered dependents) the comprehensive health care benefit coverage rather than to be enrolled in the network. Any such employee who provides such timely written notice shall have an annual opportunity to revoke his or her election by providing written notice of revocation to his or her employer at least sixty days prior to January 1 of the calendar year for which such revocation shall first become effective. Similarly, each employee in a given geographical area who is a Plan participant at the time a managed care network is established in that area and is thereafter enrolled in the network (along with his or her covered dependents) shall have an annual opportunity to elect to have (along with his or her covered dependents) the comprehensive health care benefit coverage rather than continue to be enrolled in the network. This election may be made by such an employee by providing written notice thereof to his or her employer at least sixty (60) days prior to January 1 of the calendar year for which the election shall first become effective. Each employee hired after a managed care network is established in his or her geographic area (and his or her covered dependents) will be enrolled in the network and may not thereafter elect to be covered by the comprehensive benefits until the January 1 which falls on or after the first anniversary of his or her initial date of eligibility for Plan coverage. Employees who return to eligibility for Plan coverage within 24 months of loss of eligibility for Plan coverage and whose employment relationship has not terminated at any time prior to such return will be enrolled in the program of Plan benefits in which they were enrolled when their eligibility for Plan coverage was lost, and shall thereafter have the same rights of election as other employees whose eligibility for Plan coverage was not lost.

Covered individuals enrolled in a managed care network will have a point of service option allowing them to choose an out-of-network provider to perform any covered health care service that they need. The benefits provided by the Plan when a service is performed by an in-network provider

and the benefits provided by the Plan when the service is performed by an out-of-network provider will be as described in the table below:

<u>PLAN FEATURE</u>	<u>IN-NETWORK</u>	<u>OUT-OF-NETWORK?</u>
Primary Care Physician Required	Yes	No
Annual deductible:		
Individual	None	\$ 100
Family	None	\$300
		Deductible applies to all covered expenses
Plan/Employee Co-insurance	100%/0%	75%/25%
Annual out-of-pocket maximum (exclusive of deductible)		
Individual	None	\$1,500
Family	None	\$3,000
Maximum Lifetime Benefit	None	\$1,000,000 (\$5,000 annual restoration)
Special Maximum Lifetime Benefit for Mental Health	None	\$100,000 lifetime (\$500 annual restoration)
Hospital Charges (in-patient and out-patient)	100%	75% *
Ambulatory Surgery	100%	75% *
Emergency Room	100% after \$15 employee co-payment	75%
In-patient Mental Health & Substance Abuse		
Benefits:		
Hospital	100%	75%+
Alternative Care --- Residential Treatment Center Inpatient or Partial hospitalization/Day Treatment	100%	75%+
Outpatient Mental Health & Substance Abuse	100% after \$15 employee co-payment per visit	75%+

<b><u>PLAN FEATURE</u></b>	<b><u>IN-NETWORK</u></b>	<b><u>OUT-OF-NETWORK†</u></b>
<b>Physician Services:</b>		
Surgery/Anesthesia	100%	75% *
Hospital Visits	100%	75% *
Office Visits	100% after \$15 employee co-payment	75% **
Diagnostic Tests	100%	75% *
Routine Physical	100% after \$15 employee co-payment	Not Covered
Well Baby Care	100% after \$15 employee co-payment	Not Covered
Skilled Nursing Facility Care	100%	75% *
Hospice Care	100%	75% *
Home Health Care	100%	75% *
Temporomandibular Joint Syndrome	100%	75% *
Birth Center	100%	75% *
Prescription Drugs (other than by mail order)	100% after \$6 employee co-payment for brand name (\$2 for generic)	75% **
Mail Order Prescription Drugs (60-90 day supply of maintenance drugs ONLY)	100% after \$5 employee co-payment	100% (not subject to regular deductible) after \$5 employee co-payment (not counted toward regular deductible)**
Claim System	Paperless	Forms Required
Approval by Utilization Review/Large Case Management	Physician-initiated; included in network management	Required. If approval not given, benefits reduced by 20% (except for mental health and substance abuse care where benefits reduced by 50%) both before and after annual out-of-pocket maximum is reached, and amount of reduction is not counted toward that maximum.



- t The medically necessary health care services for which out-of-network benefits will be paid are those listed in subparagraphs a. through g. of Paragraph 5. below.
- + Benefits reduced by 20% if care is not approved by utilization review program.
- \*\* Benefits reduced by 50% if care is not approved by utilization review program.
- Benefits not generally subject to utilization review program but may be reviewable in specific circumstances with advance notice to the employee; in such cases, benefits reduced by 20% if care is not approved by utilization review program.

At any time after the expiration of two years from the effective date of implementation of the first managed care network, either the Carriers or the organizations may bring before the Joint Plan Committee for consideration a proposal to change the Plan's in-network or out-of-network benefits for the purpose of promoting an increase in the use of in-network providers by Plan participants.

## 5. Comprehensive Health Care Benefits

The comprehensive health care benefits provided under the Plan in geographical areas where managed care networks are not available to Plan participants and their dependents, and in cases where a Plan participant has elected to be covered, along with his or her dependents, by such comprehensive benefits rather than to be enrolled in a managed care network, shall be as described below. Terms used in such description shall have the same meaning as they have in the Plan.

After satisfaction of an annual deductible of \$100 per covered individual or \$300 per family unit of three or more, the Plan will pay 85%, and the covered individual 15%, of certain health care expenses, up to an annual out-of-pocket maximum (which shall not include the deductible) of \$1,500 per covered individual or \$3,000 per family. The expenses counted toward the \$3,000 annual family out-of-pocket maximum will include those, which are otherwise eligible, incurred on behalf of a covered employee and each of his *or* her covered dependents *regardless* of whether the employee or dependent has reached the \$1,500 individual annual out-of-pocket maximum. Once the applicable annual out-of-pocket maximum has been reached, the Plan will pay 100% of such reasonable charges up to an overall lifetime maximum of \$1 million per covered individual, restorable at a rate of \$5,000 per year; provided, however, that there shall be a separate lifetime maximum of \$100,000 per covered individual, restorable at a rate of \$500 per year, for Plan benefits for the treatment of mental and/or nervous conditions and substance abuse. (Benefits counted for purposes of determining whether or not a lifetime maximum has been reached are all benefits paid under the Plan as amended by the Implementing Document effective November 1, 1991 and all Major Medical Expense Benefits paid under the Plan prior to such amendments.) The Plan will pay 85% of the reasonable charges for medically necessary health care services as follows:

- a. All expenses that are "Covered Expenses" (as defined in the Plan) at any time under the current major medical expense benefits provisions of the Plan, and not within any exclusion

from or limitation upon them, except that the exclusion for treatment of polio will be removed.

- b. Expenses for mammograms described in American Cancer Society guidelines, childhood disease immunization, pap smears and colorectal cancer screening.
- c. Donor expense benefits as now defined.
- d. Jaw joint disorder benefits as now defined, and subject to the current exclusions from and limitation on them, except that the \$50 separate lifetime cash deductible will be removed.
- e. Home health care expense benefits as now defined, subject to the current exclusions from and limitation on them, except that the exclusion that governs if polio benefits are payable will be removed.
- f. Treatment center expense benefits subject to the current exclusions from and limitation on them, except that
  - (1) the separate \$100 case deductible per confinement will be removed in connection with benefits for transportation to a treatment center, and
  - (2) the separate \$100 cash deductible per benefit period and the \$40 maximum limitation on benefits per episode of treatment .. all with regard to outpatient benefits -- will be removed.
- g. Expenses for the services of psychologists if benefits would be paid for such services had they been rendered by a physician.

The Plan will provide the same benefits to all employees eligible for Plan coverage, including those in their first year of such eligibility and those eligible for extended Plan coverage because of disability.

The Plan's comprehensive health care benefits will include, where permissible under applicable law, a mail order prescription drug benefit that will reimburse a covered individual, after he or she pays \$5.00 per prescription, 100% of the cost of prescriptions covering a 60-to-90 day supply of maintenance drugs for such individual. This benefit will not be subject to, and the covered individual's \$5.00 co-payment will not be counted against, the Plan's regular \$100/\$300 deductible and will be included only upon execution of appropriate contracts with vendors.

## **6. Strengthened Utilization Review and Case Management**

The Plan's current utilization review/case management contractor, and any successor, shall henceforth require that its prior approval be secured for the following services to the extent that benefits with respect to them are

payable under the Plan: (a) all non-emergency confinements, and all lengths of stay, in any facility, (b) all home health care, and (c) all in-patient and out-patient procedures and treatment, except for any care where, pursuant to standards developed by the Joint Plan Committee, prior approval is not feasible or would not be cost-efficient. Approval may be withheld if the utilization review/case management contractor determines that a less intensive or more appropriate diagnostic or treatment alternative could be used.

If an individual covered by the Plan incurs expenses without the requisite approval of the Plan's utilization review/case management contractor, such benefits as the Plan would otherwise pay will be reduced by one-fifth, provided, however, that if such unapproved expenses are incurred for the treatment of mental or nervous conditions or substance abuse, such benefits as the Plan would otherwise pay will be reduced by one-half. These reductions will continue to apply after the out-of-pocket maximum is reached, i.e., the 100% benefit will become 80% (or 50%, as the case may be) if approval by the utilization review/case management contractor is not obtained. .

When there is disagreement between an attending physician and the utilization review/case management contractor, the patient and/or attending physician, after all opportunities for appeal have been exhausted within the utilization review/case management contractor's organization, shall be afforded an opportunity to obtain a review (including if necessary, an examination) by an independent specialist physician. This independent physician, who shall be conveniently located and board certified in the appropriate specialty, shall be designated by a physician appointed for this purpose by the Joint Plan Committee. Neither physician may be an employee of or under contract to the utilization review/case management contractor. In the event of an appeal to a specialist described above, the utilization review/case management contractor shall bear the burden of convincing the specialist that the utilization review/case management contractor's determination was correct.

## 7. Coordination of Benefits

The Plan's coordination of benefit rules shall be changed so that the Plan will pay no benefit to any covered individual that would cause the sum of the benefits paid by the Plan and by any other plan with which the Plan coordinates benefits to exceed (a) the maximum benefit available under the more generous of the Plan and such other plan, or (b) with respect only to spouses who are both covered as employees under the Plan (and Dependents of such spouses), and to spouses one of whom is covered as an employee under the Plan and the other as a retired railroad employee under the Railroad Employees National Early Retirement Major Medical Benefit Plan (and the Dependents of such spouses), 100% of the reasonable charges for services the expense of which is covered by the Plan.

## **8. Medicare Part B Premiums**

Active employees currently covered by Medicare Part B and those who elect to enroll in Medicare Part B when they become eligible shall not be reimbursed for premiums they pay for such Part B Medicare participation unless Medicare is their primary payor of medical benefits.

## **9. Solicitation of Bids**

As promptly as practicable, the Joint Plan Committee will solicit bids from qualified entities for the performance of (a) all managed care functions under the Plan, including without limitation the establishing and/or arranging for the use by individuals covered by the Plan of managed networks of health care providers in those geographical areas where it is feasible to do so, and (b) all utilization review/case management functions under the Plan, including specialized utilization review/case management functions for mental health and substance abuse to assure expert determination of medical necessity and appropriateness of treatment and provider. The Committee will select one or more contractors, from among those that the Committee — determines are likely to provide high cost-effective services, to perform such functions on behalf of the Plan. In the meantime, the Plan's current utilization review/case management contractor will continue to perform those functions. Hospital associations shall be incorporated into the managed care networks wherever appropriate.

Upon the expiration of three years from November 1, 1991, the Joint Plan Committee will solicit bids for all of the services involved in the administration of the Plan, including the utilization review/case management and/or managed care functions, unless the Committee unanimously determines not to seek bids for any one or more of the services involved in the administration of the Plan.

# **E. DENTAL BENEFITS**

## **1. Continuation of Plan**

The benefits now provided under the Railroad Employees National Dental Plan (Dental Plan), modified as provided in Paragraph E.2. below, will be continued subject to the provisions of the Railway Labor Act, as amended.

## **2. Eligibility**

Existing eligibility requirements under the Dental Plan are amended, effective June 1, 1996, to provide that in order for an employee and his eligible dependents to be covered for Covered Dental Expenses (as defined in the Dental Plan) during any calendar month by virtue of rendering compensated service or receiving vacation pay in the immediately preceding calendar month (the "qualifying month", such employee must have rendered compensated service on, or received vacation pay for, an aggregate of at least seven (7) calendar days during the applicable qualifying month. Any calendar day on which an employee assigned to an extra list is available for

service but does not perform service shall be deemed a day of compensated service solely for purposes of this Paragraph. Existing Dental Plan provisions pertaining to eligibility for and termination of coverage not specifically amended by this Paragraph shall continue in effect.

**3. The following changes will be made effective as of January 1, 1999.**

- a. **The maximum benefit (exclusive of any benefits for orthodonture) which may be paid with respect to a covered employee or dependent in any calendar year beginning with calendar year 1999 will be increased from \$1,000 to \$1,500.**
- b. **The lifetime aggregate benefits payable for all orthodontic treatment rendered to a covered dependent, regardless of any interruption in service, will be increased from \$750 to \$1,000.**
- c. **The exclusion from coverage for implantology (including synthetic grafting) services will be deleted and dental implants and related services will be added to the list of Type C dental services for which the Plan pays benefits.**
- d. **Repair of existing dental implants will be added to the list of Type B dental services for which the Plan pays benefits.**
- e. **One application of sealants in any calendar year for dependent children under 14 years of age will be added to the list of Type A dental services for which the Plan pays benefits.**
- f. **The Plan will pay 80%, rather than 75%, of covered expenses for Type B dental services.**
- g. **The Plan will establish and maintain an 800 telephone number that employees and dependents may use to make inquiries regarding the Plan.**

## **F. VISION CARE**

**1. Establishment and Effective Date**

**The railroads will establish a Vision Care Plan to provide specified vision care benefits to employees and their dependents, to become effective January 1, 1999 and to continue thereafter subject to provisions of the Railway Labor Act, as amended, according to the following provisions:**

**a. Eligibility and Coverage**

**Employees and their dependents will be eligible for coverage under the Plan beginning on the first day of the calendar month after the employee has completed a year of service for a participating railroad, but no earlier than the first day of January 1999. An eligible employee who renders compensated service on, or receives vacation**

pay for, an aggregate of at least seven (7) calendar days in a calendar month will be covered under the Plan, along with his eligible dependents, during the immediately succeeding calendar month. Any calendar day on which an employee assigned to an extra list is available for service but does not perform service shall be deemed a day of compensated service solely for purposes of this Paragraph.

b. Managed Care

Managed vision care networks that meet standards developed by the National Carriers' Conference Committee concerning quality of care, access to providers and cost effectiveness shall be established wherever feasible. Employees who live in a geographical area where a managed vision care network has been established will be enrolled in the network along with their covered dependents. Employees enrolled in a managed vision care network will have a point-of-service option allowing them to choose an out-of-network provider to perform any vision care service covered by the Plan that they need. The benefits provided by the Plan when services are performed by in-network providers will be greater than the benefits provided by the Plan when the services are performed by providers who are not in-network providers, including providers in geographic areas where a managed vision care network has not been established. These two sets of benefits will be as described in the table below.

<u>PLAN FEATURE</u>	<u>IN-NETWORK</u>	<u>OUT-OF-NETWORK†</u>
One vision examination per 12-month period	100% of reasonable and customary charges	100% of reasonable and customary charges up to a \$35 maximum
One set of frames of any kind per 24-month period	100% of reasonable and customary charges	100% of reasonable and customary charges up to a \$35 maximum
One set of two lenses of any kind, including contact lenses, per 24-month period.	100% of reasonable and customary charges	100% of reasonable and customary charges up to the following maximums: <ul style="list-style-type: none"><li>· up to \$25 for single vision lenses</li><li>· up to \$40 for bifocals</li><li>· up to \$55 for trifocals</li><li>· up to \$80 for lenticulars</li><li>· up to \$210 for medically necessary contact lenses</li><li>· up to \$105 for contact lenses that are not medically necessary</li></ul>

<u>PLAN FEATURE</u>	<u>IN-NETWORK</u>	<u>OUT-OF-NETWORK?</u>
Where the employee or dependents requires only one lens	100% of reasonable and customary charges'	100% of reasonable and customary charges up to a maximum of one-half of the maximum benefit payable for a set of two lenses of the same kind

**1 Patients who select frames that exceed a wholesale allowance established under the program may be required to pay part of the cost of the frames selected.**

**2 Patients may be required to pay part of the cost of spectacle lenses or lens characteristics that are not necessary for the patient's visual welfare. Moreover, patients who choose contact lenses in lieu of spectacles may be required to pay part of a contact lens evaluation fee and part of the cost of fitting and materials.**

- 2. The Vision Care Plan will be administered by the National Carriers' Conference Committee, which will bear the same responsibilities and perform the same functions as it does with respect to The Railroad Employees National Dental Plan, including the development of detail plan language describing the Plan's eligibility, coverage, benefit and other provisions.**

**G. EARLY RETIREMENT MAJOR MEDICAL BENEFIT PLAN**

- 1. Continuation of Plan**

**The Railroad Employees Early Retirement Major Medical Benefit Plan ("ERMA"), modified as provided in this Part, will be continued subject to the provisions of the Railway Labor Act, as amended. Contributions to ERMA will be offset by the expeditious use of such amounts as may at any time be in one or more special accounts or funds maintained by an insurer, third party administrator or other entity in connection with ERMA and by the use of funds held in trust that are not otherwise needed to pay claims, premiums, or administrative expenses that are payable from funds held in trust; provided, however, that such amounts as may at any time be in the special account maintained at the Travelers Insurance Company in connection with the obligations of ERMA to pay benefits incurred but not paid at the time of termination of ERMA, in the event such termination should occur, shall be used to pay or provide for Plan benefits as follows: one-third of the balance in such special account as of January 1,1992, shall be used to pay or provide for benefits that become due and payable during 1992. One-half of the balance in such special account as of January 1,1993, shall be used to pay or provide for benefits that become due and payable during 1993. All of the balance in such special account in excess of \$1 million as of January 1, 1994, shall be used to pay or provide for benefits that become due and payable during 1994. The \$1 million referred to in the**

**preceding sentence shall be maintained by the Plan as a cash reserve to protect against adverse claims experience from year to year.**

## **2. Change to Self-Insurance**

**ERMA will be wholly self-insured. It will be administered, under an administrative services only arrangement, by an insurance company or third party administrator.**

## **3. Coordination of Benefits**

**ERMA's coordination of benefit rules shall be changed so that ERMA will pay no benefit to any covered individual that would cause the sum of the benefits paid by ERMA and by any other plan with which ERMA coordinates benefits to exceed (a) the maximum benefit available under the more generous of ERMA and such other plan, or (b) with respect only to spouses who are both covered as retired railroad employees under ERMA (and the Dependents of such spouses), and to spouses one of whom is covered as a retired railroad employee under ERMA and the other as an employee under the Railroad Employees National Health and Welfare Plan (and the Dependents of such spouses), 100% of the reasonable charges for services the expense of which is covered by ERMA.**

## **4. Strengthened Utilization Review and Case Management**

**ERMA's current utilization review/case management contractor, and any successor, shall henceforth require that its prior approval be secured for the following services to the extent that benefits with respect to them are payable under ERMA: (a) all non-emergency confinements, and all lengths of stay, in any facility, (b) all home health care, and (c) all in-patient and out-patient procedures and treatment, except for any care where prior approval is not feasible or would not be cost-efficient. Approval may be withheld if the utilization review/case management contractor determines that a less intensive or more appropriate diagnostic or treatment alternative could be used.**

**If an individual covered by ERMA incurs expenses without the requisite approval of ERMA's utilization review/case management contractor, such benefits as ERMA would otherwise pay will be reduced by one-fifth; provided, however, that if such unapproved expenses are incurred for the treatment of mental or nervous conditions or substance abuse, such benefits as ERMA would otherwise pay will be reduced by one-half.**

**When there is disagreement between an attending physician and the utilization review/case management contractor, the patient and/or attending physician, after all opportunities for appeal have been exhausted within the utilization review/case management contractor's organization, shall be afforded an opportunity to obtain a review (including if necessary, an examination) by an independent specialist physician. This independent physician, who shall be conveniently located and board certified in the appropriate specialty, shall be designated by a physician appointed for this**



purpose'by mutual agreement between the Chairperson of the Health and Welfare Committee, Cooperating Railway Labor Organization and of the National Carriers' Conference Committee. Neither physician may be an employee of or under contract to the utilization review/case management contractor. In the event of an appeal to a specialist described above, the utilization review/case management contractor shall bear the burden of convincing the specialist that the utilization review/case management contractor's determination was correct.

The standards developed by the Joint Plan Committee for Determining whether or not prior approval is feasible and cost-efficient under the Health and Welfare Plan shall be applied by the National Carriers' Conference Committee under ERMA, and the utilization review/case management contractor(s) selected by the Joint Plan Committee under the Health and Welfare Plan shall be selected by the National Carriers' Conference Committee under ERMA.

#### **5. Mail Order Prescription Drug Benefit**

The Plan's benefits will include, where permissible under applicable law, a mail order prescription drug benefit that will reimburse a covered individual, after he or she pays \$5 per prescription 100% of the cost of each prescription covering a 60-90 day supply of maintenance drugs for such individual. This benefit will not be subject to, and the covered individual's \$5.00 co-payment will not be counted against, the Plan's regular \$100 deductible, and will be included only upon execution of appropriate contracts with vendors.

#### **6. Solicitation of Bids**

As promptly as practicable, the National Carriers' Conference Committee will solicit bids from qualified entities for the performance of all utilization review/case management functions under the Plan, including specialized utilization review/case management functions for mental health and substance abuse to assure expert determination of medical necessity and appropriateness of treatment and provider. The Committee will select one or more contractors, from among those that the Committee determines are likely to provide high-quality, cost-effective services, to perform such functions on behalf of the Plan. In the meantime, the Plan's current utilization review/case management contractor will continue to perform those functions.

Upon the expiration of three years from November 1,1991, the National Carriers' Conference Committee will solicit bids for all of the services involved in the administration of the Plan, including the utilization review/case management function, unless the Committee determines not to seek bids for any one or more of the services involved in the administration of the Plan.

**H. NATIONAL HEALTH LEGISILATION**

**In the event that national health legislation should be enacted, benefits provided under The Railroad Employees National Health and Welfare Plan, The Railroad Employees National Early Retirement Major Medical Benefit Plan, and The Railroad Employees National Dental Plan with respect to a type of expense which is a covered expense under such legislation will be integrated so as to avoid duplication, and the parties will agree upon the disposition of any resulting savings.**

**For your information, the following is a list of the various companies providing benefits to employees and their dependents under the plan.**

<b>Aetna Dental (GP-12000)</b>	<b>I-616-942-6400</b>
<b>MEDCO (drug card, mail order prescriptions)</b>	<b>I-800-842-0070</b>
<b>For GA-23111, Plan D</b>	<b>I-800-842-0304</b>
<b>For wholesale buying</b>	<b>I-800-950-5070</b>
<b>UNITED HEALTHCARE (formerly Metra-Health and Travelers)</b>	
<b>GA-23000, GA=46000, GA-23 111</b>	<b>I-800-842-5252</b>
<b>For GA-23111, Plan D</b>	<b>I-800-833-4455</b>
<b>Patient Advocate (GA-23000)</b>	<b>I-800-842-4555</b>
<b>Managed Medical Care Program</b>	<b>I-800-842-9905</b>
<b>Value Behavioral Health (mental health/substance abuse; formerly APM)</b>	<b>I-800-934-7245</b>
<b>Aetna Managed Medical Care Program</b>	<b>I-800-842-4044</b>

## **QUESTIONS AND ANSWERS**

**Question #1 :**

**In situations where -employees are assigned to Reserve Boards or observe Personal Leave Days, will such time be counted toward fulfillment of the seven (7) calendar day requirement for benefit eligibility in the succeeding month?**

**Answer:**

**This Article does not change existing definitions of the term “render compensated service” for purposes of Plan eligibility.**

**Question #2:**

**Does the seven (7) day qualifying requirement in the previous month apply to those employees who take a period of family or medical leave authorized and provided for under the Family and Medical leave Act (FMLA)?**

**Answer:**

**No. Such period of authorized leave will be treated as if it were a period during which the employee rendered compensated service, subject to the limitations contained on Page 21 of the current Summary Plan Description of The Railroad Employees National Health and Welfare Plan.**

**Question #3:**

**If an employee has two (2) starts in one calendar day, how many days will he/she be credited with for purposes of fulfilling the seven (7) calendar day qualifying requirements?**

**Answer:**

**The employee receives credit for each calendar day worked.**

**Question #4:**

**How are employees treated with reference to benefit eligibility in cases of off-the-job injury and/or illness?**

**Answer:**

**In the same manner as currently being treated by the Plan without change.**

**Question #5:**

**How is benefit eligibility handled for employees who are absent?**

**Answer:**

**The employee must meet the eligibility requirements to be eligible for benefits in the following month.**

## **QUESTIONS AND ANSWERS (cont'd)**

**Question #6:**

How are the provisions of the health and Welfare Plan affected by the changes in benefit eligibility?

**Answer:**

There is no change.

**Question #7:**

What was the intent of the parties when increasing the number of qualifying days for health benefit eligibility?

**Answer:**

The intent was for the employee to render a more proportionate amount of service in a given month so as to be eligible for health benefit coverage in the succeeding month.

**Question #8:**

Existing rules on some properties contain monthly mileage limitations, monthly earnings limitations, and/or maximum monthly trip provisions so as to possibly preclude an individual from satisfying the seven (7) day qualifying requirement?

**Answer:**

Under these circumstances, it was not the intent of the parties to disqualify the individual for health care benefits, nor was it the parties' intent for the individual to expend vacation days so as to otherwise meet the service requirements.

**Question #9:**

Will mileage equivalents and overtime hours be used in calculating the seven (7) day requirement?

**Answer:**

No.

## QUESTIONS AND ANSWERS (cont'd)

### Question #10:

In situations where employees return to work after periods of extended absence as a result of but not limited to, disability, furlough, suspension, dismissal, leave of absence or pregnancy at a point in a calendar month so as to make it impossible to satisfy the seven (7) day requirement, but make themselves otherwise available or work all of the remaining days in that month, will they qualify for medical benefit coverage in the month next following their return to work?

### Answer:

This is addressed in and will be determined in accordance with the provisions of Side Letter 49, Document "A".

### Question #1

Does the term 'local officials' include local presidents, secretaries, treasurers and legislative representatives who may also be required to lose time from their assignments due to union obligations?

### Answer:

No. Local officials are limited to working General Chairpersons, Local Chairpersons, and State Legislative Directors.

### Question #12:

Will regular assigned road freight service employees and/or pool service employees who may be prevented from performing service in a calendar month equal to or exceeding the seven (7) calendar days due to, but not limited to Acts of God, catastrophe, inclement weather, related industry shutdowns or other traffic pattern conditions be deemed ineligible for health benefits in the succeeding month?

### Answer:

This is addressed in and will be determined in accordance with the provisions of Paragraph A.2., Note 2.

### Question #13:

Is it correct that in the event of an employee and/or dependent(s) losing coverage under this rule, such individual will be eligible to continue coverage in accordance with the COBRA rules?

### Answer:

Eligibility for COBRA coverage remains unchanged.

## **QUESTIONS AND ANSWERS (cont'd)**

**Question #14:**

**When does a newly hired employee first become covered for employee and/or dependent health benefits?**

**Answer:**

**This is addressed in and will be determined in accordance with the provisions of Paragraph A.2., Note 2.**

**Question #15:**

**Will paid holidays be counted in meeting the qualifying requirement?**

**Answer:**

**This Article does not change existing definitions of the term "render compensated service" for purposes of Plan eligibility.**

# **ARTICLE 35**

## **TRANSFERS & PROTECTION**

### **A. 1. Applicable to Southern**

When yardmen are transferred from one point to another for the convenience of the service, their families and household effects will be transported free.

### **2. Transferring to Other Yards - Applicable to CNO&TP, AGS and NOT**

- a. When, in the judgment of the officer in charge, it becomes necessary in a certain yard to employ additional yardmen, preference shall be given the senior furloughed yardmen in other yards covered by this Agreement if they desire to transfer. To aid in carrying out this Agreement, the General Chairperson will furnish the name or names of furloughed men who desire to transfer, when called upon.
- b. Employees taking employment in another yard, under this rules, will be given seniority at point to which transferred as of the date they first perform service in such yard.

Such employee shall accumulate seniority at such away-from-home point, as well as at home point, unless and until he has an opportunity to return to service at his home point, in which event he shall option as to whether he will remain at the away-from-home point or return to home point. If he returns to home point he shall forfeit seniority at away-from-home point, and if he elects to remain at away-from-home point he shall forfeit seniority at home point.

- c. It is understood that employees who are working at away-from-home point may accumulate seniority under Paragraph B. thereof at only two points, i.e., their home point and at the last away-from-home point at which employed, and when transferred from one away-from-home point to another they thereby forfeit seniority at all other away-from-home points except the last at which they worked. Similarly, if and when they work at home point, even if only for one day, they will forfeit all seniority at other points.
- d. It is further agreed that employees taking service at away-from-home points will not be paid for deadheading to and/or from such home points, and there will be no expense to the Carrier in connection with the matter of employees transferring from one point to another.

**INTERPRETATION:**

When yardmen are working at an away-from-home point and it would be an undue hardship on them to require an election of seniority because of a vacancy other than permanent occurring at the home point. Therefore, only a permanent vacancy at the home point will be considered "an opportunity to return to service" at the home point. When a permanent vacancy occurs at the home point, the senior furloughed yardman will be notified and must report for duty there within 15 days. If he does not report for duty at the home point within that time, his seniority at the home point is automatically forfeited.

For purposes of this interpretation, a "permanent vacancy" at the home point is one resulting from retirement, resignation, discharge (not suspension), death or adjustment of the Extra Board.

Paragraph c. is not affected in any way by this interpretation.

**B. PROTECTION OF EMPLOYEES**

(Article XIII of the January 27, 1972 National Agreement)

The scope and purpose of this Article are to provide, to the extent specified herein, for fair and equitable arrangements to protect the interests of certain of the Carriers' employees represented by the United Transportation Union, who are adversely affected by the application of Article VII - Interchange, Article IX - Road-Yard Movements, Article XII - Interdivisional Service of the 1972 National Agreement, and Article IX - Interdivisional Service of the October 31, 1985 National Agreement; therefore, fluctuations and changes in volume or character of employment brought about by other causes are not within the purview of this Article.

**1. Definitions**

Wherever used in this Article, unless the context requires otherwise:

- a. "Implementation" means the application and implementation of the provisions of Article VII - Interchange, Article IX - Road-yard Movements, or Article XII - Interdivisional Service of the January 27, 1972 UTU National Agreement (as amended in Article IX of the 1985 UTU National Agreement).
- b. "Displaced Employee" means a Carrier employee represented by the UTU who as a result of an Implementation is placed in a worse position with respect to his compensation.
- c. "Dismissed Employee" means a Carrier employee represented by the UTU who as a result of an Implementation is deprived of employment with the Carrier because of the abolition of his position or the loss thereof as the result of the exercise of seniority rights by



an **employee** whose position is abolished as a result of an Implementation.

- d. "Protective Period" for employees covered by Paragraph 2.a. below of this Article means that period of time during which a Displaced or Dismissed Employee is to be provided protection hereunder. The Protective Period for such employee shall extend from the date he is displaced or dismissed for a period of time equal to the length of time which such employee has seniority in the craft or class at the time he is adversely affected. In no event, however, will the Protective Period extend beyond the employee's 65th birthday. Where an employee holds seniority as a conductor and brakeman or yardman or as an engineer and fireman, the earlier seniority date shall govern. In the event such a displaced employee elects to remain in the Carrier's service after the first day of the month following the month he attains age 6.5, he will no longer receive any of the protective benefits of this Article and the Carrier may terminate on the same seniority district the protective benefits then being provided the junior Dismissed or Displaced Employee receiving protection under this Article on such seniority district on a one-for-one basis.
- e. "Protective Period" for employees covered by Paragraph 2.b. below of this Article means the six-year period of time from the date such employee is dismissed but not to exceed the length of time which such employee has seniority in the craft or class at the time he is dismissed. Where an employee holds seniority as a conductor and brakeman or yardman or as an engineer and fireman, the earlier seniority date shall govern.

## 2. Coverage

- a. Subject to the other provisions of this Article the protective benefits of Paragraphs 3., 4., 5., and 6., of this Article will apply to:
  - (1) Employees adversely affected directly or indirectly by an Implementation of Article XII - Interdivisional Service (as amended in Article IX of the 1985 UTU National Agreement).
  - (2) Regularly assigned employees assigned to yard crews that regularly spend more than 50 percent of their time in interchange work who are adversely affected as a result of an Implementation of the reciprocal interchange provisions of Paragraph 5 of Article VII - Interchange. (such employees will be determined by a joint check based upon the work performance of the involved yard crews for the 30 working days prior to the Implementation).
  - (3) Regularly assigned employees assigned to interchange or transfer crews adversely affected by the interchange of solid trains provision under Paragraph 1 of Article VII - Interchange.

**(4) Employees of Terminal Companies adversely affected either directly or indirectly by the interchange of solid trains provision under Paragraph 1 of Article VII - Interchange.**

- b. Subject to the other provisions in this Article, the protective benefits provided in Paragraphs 4. and 5. of this Article will be accorded to any employee of the Carrier adversely affected by Article VII - Interchange, other than those covered by subparagraphs (2) and (3) of Paragraph 2.a. above of this Article or Article IX - Road-Yard Movements.**
- c. The protective provisions of this Paragraph as applied to Terminal Company employees will include, in addition to the above, the exercise of seniority and acceptance of employment on the involved line-haul Carrier, engine service employees being required to accept engine service employment and ground service employees being required to accept ground service employment. The involved line-haul Carriers will make appropriate arrangements in connection with subparagraph a.(4) of this Paragraph 2. and the foregoing.**

### **3. Displacement Allowance**

- a. So long during this Protective Period after a Displaced Employee's displacement as he is unable, in the normal exercise of his seniority rights under existing agreements, rules and practices, to obtain a position producing compensation equal to or exceeding the compensation he received in the position from which he was displaced, he shall be paid a monthly displacement allowance equal to the difference between the monthly compensation *received* by him in the position in which he is retained and the average monthly compensation received by him in the position from which he was displaced.**
- b. Each Displaced Employee's displacement allowance shall be determined by dividing separately by 12 the total compensation received by the employee and the total time for which he was paid during the last 12 months in which he performed service immediately preceding the date of his displacement as a result of the implementation (thereby producing average monthly compensation and average monthly time paid for in the test period). Both the above "total compensation" and the "total time for which he was paid" shall be adjusted to reflect the reduction on an annual basis, if any, which would have occurred during the specified twelve month period had Public Law 91-0169, amending the Hours of Service Act of 1907, been in effect throughout such period (i.e., 14 hours limit for any allowance paid during the period between December 26,1970 and December 25,1972 and 12 hours limit for any allowances paid thereafter). Such allowance shall also be adjusted to reflect subsequent general wage increases. In the event a Displaced Employee shall have less than 12 months of service his total compensation and total time paid for shall be divided by the number of months in which he performed service.**

- c. If a Displaced Employee's compensation' in his retained position in any month is less in any month in which he performs work than the aforesaid average compensation (adjusted to reflect subsequent general wage increases) to which he would have been entitled, he shall be paid the difference, less compensation for time lost on account of his voluntary absences to the extent that he is not available for service equivalent to his average monthly time during the test period but if in his aforesaid average monthly time paid for during the test period he shall be additionally compensated for such excess time at the rate of pay at the retained position.
- d. If a Displaced Employee fails to exercise his seniority rights to secure another position available to him which does not require a change in his place of residence, to which he is entitled under the Schedule Agreement and which carries a rate of pay and compensation exceeding those of the position which he elects to retain, he shall thereafter be treated for the purposes of this Paragraph as occupying the position he elects to decline.
- e. The displacement allowance shall cease prior to the expiration of the Protective Period in the event of the Displaced Employee's resignation, death, retirement or dismissal for justifiable cause.

#### **4. Dismissal Allowance**

- a. A Dismissed Employee shall be paid a monthly dismissal allowance, from the date he is deprived of employment and continuing during his protective period, equivalent to one-twelfth of the compensation received by him in the last twelve (12) months of his employment in which he earned compensation prior to the date he is first deprived of employment as a result of the transaction. Such allowance shall be adjusted to reflect on an annual basis the reduction, if any, which would have occurred during the specified twelve month period had Public Law 91-169, amending the Hours of Service Act of 1907, been in effect throughout such period (i.e., 14 hours limit for any allowance paid during the period between December 26, 1970 and December 25, 1972 and 12 hours limit for any allowances paid thereafter). Such allowance shall also be adjusted to reflect subsequent general wage increases. In the event a Dismissed Employee shall have less than 12 months of service his total compensation and total time paid for shall be divided by the number of months in which he performed service.
- b. The dismissal allowance of any Dismissed Employee who returns to service with the Carrier shall cease while he is so reemployed. During the time of such re-employment, he shall be entitled to protection in accordance with the provisions of Paragraph 3.
- c. The dismissal allowance of any Dismissed Employee shall be reduced to the extent that his combined monthly earnings in other employment, any benefits received under any unemployment insurance law, and his dismissal allowance exceed the amount upon

which his dismissal allowance is based. Such employee, or his representative, and the Carrier shall agree upon a procedure by which Railroad shall be currently informed of the earnings of such employee in employment other than with the Carrier, and the benefits received.

- d. The dismissal allowance shall cease prior to the expiration of the protective period in the event of the employee's resignation, death, retirement, dismissal for justifiable cause under existing agreements, failure to return to service after being notified in accordance with the working agreement, or failure without good cause to accept a comparable position which does not require a change in his place of residence for which he is qualified and eligible with the Carrier from which he was dismissed after being notified.

**5. Separation Allowance**

A dismissed Employee entitled to protection under this Article, may, at his option within 7 days of his dismissal, resign and (in lieu of all other benefits and protection provided in this Article) accept a lump sum payment computed in accordance with Section 9 of the Washington Job Protection Agreement of May, 1936.

**6. Fringe Benefits**

No employee of a Carrier who is affected by an Implementation shall be deprived during his Protective Period of benefits attached to this previous employment, such as free transportation, hospitalization, pensions, relief, et cetera, under the same conditions and so long as such benefits continue to be accorded to other employees of the Carrier, in active service or on furlough as the case may be, to the extent that such benefits can be so maintained under present authority of law or corporate action or through future authorization which may be obtained.

**7. Seasonal Fluctuations and Declines in Business**

- a. In the event of a decline in a Carrier's business measured by the net revenue ton-miles in any 30-day period compared with the net revenue ton-miles for the corresponding period in the preceding calendar year, the number of employees who are receiving dismissal or displacement allowances may be reduced at any time during the said payroll period to the extent of one percent for each one percent decline. Such reductions in protected employees shall be made in inverse seniority order. Upon restoration of a Carrier's volume of net revenue ton-miles employees must be returned to their protective status to the extent of one percent for each one percent rise in the net income ton-miles. In the case of Terminal Companies, the decline in business shall be measured by the total number of loaded and empty cars received from and delivered to connecting Carriers including the number of loaded and empty cars handled in solid interchange trains, in any 30-day period compared with the volume of such

interchange in the corresponding period in the preceding calendar year

- b. In the event that an employee receiving a displacement allowance is subsequently placed in a worse position by reasons of a seasonal fluctuation or a decline in business, so long as he continues in such position for that reason the amount paid him as his displacement allowance shall continue unchanged.
- c. In the event that a Displaced Employee is deprived of employment with the Carrier as the result of a seasonal fluctuation or a decline in business, his dismissal allowance shall be the amount which was being paid him as his displacement allowance. An employee other than a Displaced Employee who is deprived of employment as the result of a seasonal fluctuation or a decline in business shall not be paid any protective benefits under this Article 35.

## **8. Arbitration of Dispute**

- a. In the event the Carrier and the UTU are unable to settle any dispute or controversy with respect to the interpretation, application or enforcement of any provision of this Article within 20 days after the dispute arises, it may be referred by either party to an arbitration committee. Upon notice in writing served by one party on the other of intent by that party to refer a dispute or controversy to an arbitration committee, each party shall, within 10 days, select one member of the committee and the members thus chosen shall select a neutral member who shall serve as chairman. If any party fails to select its members of the arbitration committee within the prescribed time limit, the General Chairperson of the UTU or the highest officer designated by the Carrier, as the case may be, shall be deemed the selected member, and the committee shall then function and its decision shall have the same force and effect as though all parties had selected their members. Should the members be unable to agree upon the appointment of the neutral member within 10 days, the parties shall then within an additional 10 days endeavor to agree upon a method by which a neutral member shall be appointed, and, failing such agreement, either party may request the National Mediation Board to designate within 10 days the neutral member whose designation will be binding upon the parties.
- b. The decision, by majority vote, of the arbitration committee shall be final, binding, and conclusive and shall be rendered within 45 days after the hearing of the dispute or controversy has been concluded and the record closed.
- c. The salaries and expenses of the neutral member shall be borne equally by the parties to the proceeding and all other expenses shall be paid by the party incurring them.
- d. In the event of any dispute as to whether or not a particular employee was adversely affected by an Implementation, it shall be his

**obligation to identify the adverse effect and specify the pertinent facts relied upon. If the facts so stated are sufficient to support a finding that the employee was so adversely affected by an Implementation, it shall then be the Railroad's burden to disprove those facts or prove that other factors affected the employee.**

- 9. Any Displaced employee required to change his residence because of the Implementation of Article XII - Interdivisional Service shall receive the benefits contained in Section 10 and 1 I of the Washington Job Protection Agreement except that he will be allowed 5 working days instead of "two working days" as provided in Section 10 of the said Agreement, and in addition to such benefits shall receive a transfer allowance of \$400.00. The National Mediation Board is substituted for the Interstate Commerce Commission in Section 11 (d) of said Agreement Change of residence shall not be considered "required" if the reporting point to which the employee is changed is not more than 30 miles from his former reporting point.**
- 10. If any protective benefits greater than those provided in this Article are available under existing agreements, such greater benefits shall apply subject to the terms, conditions, responsibilities and obligations of both the Carriers and employees under such agreements, in lieu of the benefits provided in this Article. There shall be no duplication or pyramiding of benefits to any employee.**

**Note:**

**"Interchange and Road-Yard Movements" referred to in paragraph 1 .a. of the above Article are covered in Article 23.**

## **C. TIME LIMITS FOR FILING CLAIMS FOR PROTECTIVE BENEFITS**

- 1. The steps in the handling of claims for compensation will be:**
  - a. The instant claim by the employee to be filed with the Superintendent for division processing and determination by the Assistant Director of Labor Relations.**
  - b. Appeal of the instant claim shall be submitted by the General Chairperson to the Assistant Director of Labor Relations.**
  - c. Final appeal shall be by the General Chairperson and directed to the Director of Labor Relations.**
- 2.**
  - a. All such claims must be filed by the employee not later than seventy-five (75) days from the last day of the month-for which a claim is being made. Claims not made within this time limit will not be entertained or allowed.**
  - b. When claims for compensation alleged to be due have been presented in accordance with Paragraph 2.a. and are not allowed the employee will be notified of the reason for the declination in writing within seventy-five (75) days from the date such CLAIMS were received. When not so notified, claims will be allowed.**

3. At each successive step of the above procedure appeals from decisions regarding claims for compensation alleged to be due will be made within sixty (60) days or they will not be entertained or allowed. When such timely appeals are not allowed, the General Chairperson will be notified of the reasons for the declination, in writing, within sixty (60) days from the date of the appeal. When not so notified, claims for compensation alleged to be due will be allowed.
4. Failure to comply with the time limits set forth above will cause the matter to be closed, but this shall not be considered as a precedent or waiver of the contentions of either party to similar claims.
5. All claims involving a decision by the Director of Labor Relations shall be barred unless, within one (1) year from the date of said officer's decision, proceedings are instituted by the employee or his representative before the arbitration panel prescribed by the particular employee protective agreement, conditions or arrangements involved.

# ARTICLE 36

## OFF TRACK TRAVEL INSURANCE COVERAGE

Where employees sustain personal injuries or death under the conditions set forth in Paragraph A. below, the Carrier will provide and pay such employees, or their personal representative, the applicable amounts set forth in Paragraph B. below, subject to the provisions of other Paragraphs in this Article.

### A. COVERED CONDITIONS

This Article is intended to cover accidents involving employees covered by this Article while such employees are riding in, boarding, or alighting from off-track vehicles authorized by the Carrier and are:

1. deadheading under orders, or
2. being transported at Carrier expense.

### B. PAYMENTS TO BE MADE

In the event that any one of the losses enumerated in Paragraphs I., 2., and 3. below results from an injury sustained directly from an accident covered in Paragraph A. and independently of all other causes and such loss occurs or commences within the time limits set forth in Paragraphs 1., 2., and 3. below, the Carrier will provide, subject to the terms and conditions herein contained, and less any amounts payable under Group Policy Contract GA-23000 of the United Healthcare Insurance Company or any other medical or insurance policy or plan paid for in its entirety by the Carrier, the following benefits:

#### 1. Accidental Death or Dismemberment

The Carrier will provide for loss of life or dismemberment occurring within 120 days after the date of an accident covered in Paragraph A:

Loss of life	\$150,000
Loss of both hands	\$150,000
Loss of both feet	\$150,000
Loss of sight of both eyes	\$150,000
Loss of one hand and one foot	\$150,000
Loss of one hand and sight of one eye	\$150,000
Loss of one foot and sight of one eye	\$150,000
Loss of one hand or one foot or sight of one eye	\$ 75,000

“Loss” shall mean, with regard to hands and feet, dismemberment by severance through or above wrist or ankle joints; with regard to eyes, entire and irrecoverable loss of sight.

No more than \$150,000 will be paid under this Paragraph to any one employee or his personal representative as a result of any one accident.



## **2. Medical and Hospital Care**

**The Carrier will provide payment for the actual expense of medical and hospital care commencing within 120 days after an accident covered under Paragraph A. of injuries incurred as a result of such accident, subject to limitation of \$3,000 for any employee for any one accident, less any amounts payable under Group Policy GA-23000 of United Healthcare or under any other medical or insurance policy or plan paid for in its entirety by the Carrier.**

## **3. Time Loss**

**The Carrier will provide an employee who is injured as a result of an accident covered under Paragraph A. hereof and who is unable to work as a result thereof commencing within 30 days after such accident 80% of the employee's basic full-time weekly compensation from the Carrier for time actually lost, subject to a maximum payment of \$150.00 per week for time lost during a period of 156 continuous weeks following such accident provided, however, that such weekly payment shall be reduced by such amounts as the employee is entitled to receive as sickness benefits under the provisions of the Railroad Unemployment Insurance Act.**

## **4. Aggregate Limit**

**The aggregate amount of payments to be made hereunder is limited to \$1,000,000 for any one accident and the Carrier shall not be liable for any amount in excess of \$1,000,000 for any one accident irrespective of the number of injuries or deaths which occur in or as a result of such accident. If the aggregate amount of payments otherwise payable hereunder exceeds the aggregate limit herein provided, the Carrier shall not be required to pay as respects each separate employee a greater proportion of such payments than the aggregate limit set forth herein bears to the aggregate amount of all such payments.**

## **C. PAYMENT IN CASE OF ACCIDENTAL DEATH**

**Payments of the applicable amount for accidental death shall be made to the employee's personal representative for the benefit of the persons designated in, and according to the apportionment required by the Federal Employers Liability Act (45 U.S.C. 5 1, et. seq., as amended), or if no such person survives the employee, for the benefit of his estate.**

## **D. EXCLUSIONS**

Benefits provided under Paragraph B. shall not be payable for or under any of the following conditions:

1. **Intentionally self-inflicted injuries, suicide or any attempt thereat, while sane or insane;**
2. **Declared or undeclared war or any act thereof;**
3. **Illness, disease, or any bacterial infection other than bacterial infection occurring in consequence of an accidental cut or wound,**
4. **Accident occurring while the employee driver is under the influence of alcohol or drugs, or if an employee passenger, who is under the influence of alcohol or drugs, in any way co&tributes to the cause of the accident;**
5. **While an employee is a driver or an occupant of any conveyance engaged in any race or speed test;**
6. **While an employee is commuting to and/or from his residence or place of business.**

## **E. OFFSET**

It is intended that this Article 36 is to provide a guaranteed recovery by an employee or his personal representative under the circumstances described, and that receipt of payment thereunder shall not bar the employee or his personal representative from pursuing any remedy under the Federal Employers Liability Act or any other law; provided, however, that any amount received by such employee or his personal representative under this Article may be applied as an offset by the railroad against any recovery so obtained.

## **F. SUBROGATION**

The Carrier shall be subrogated to any right of recovery an employee or his personal representative may have against any party for loss to the extent that the Carrier has made payments pursuant to this Article.

The payments provided for above will be made, as above provided, for covered accidents on or after September 1,1968.

It is understood that no benefits or payments will be due or payable to any employee or his personal representative unless such employee, or his personal representative, as the case may be, stipulates as follows:

**"In consideration of the payment of any of the benefits provided in this Article 36 of the Conductors'/Trainmen's/Yardmen's Agreement,**

---

**(Employee or personal representative)**

**agrees to be governed by all of the conditions and provisions said and set forth by this Article."**

**G. CLAIMS**

**It is agreed that existing time-limit-on-claim rules in national agreements or in schedule agreements do not apply to claims filed under this Article. Accordingly, the rights of neither the employees nor the railroad will be prejudiced by a failure to comply with a provision of such rules.**

**The Carrier will designate an officer with whom any claims arising under such provisions are to be handled, and will notify the General Chairperson of the officer designated.** .

# **ARTICLE 37**

## **CREW CONSIST**

### **A. ROAD AND YARD CREWS**

1. The consist of all road freight and yard crews, except as otherwise provided in this Article, will not be less than one conductor/foreman and one trainman/yardman.
2. Nothing in this Article shall prohibit the Carrier from electing to use a ground service employee in addition to the conductor/foreman and one trainman/yardman on a crew in road or yard service.
  - a. Any position established pursuant to this Paragraph A.2. above may be discontinued.
  - b. If the Carrier elects to operate a crew in assigned road or yard service with a crew consist in excess of that required by this Article and the excess position is filled for six (6) consecutive days in road service or three (3) consecutive days in yard service, thereafter 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.
3. There shall be no car count or train length limitation in the operation of any carrier train.
4.
  - a. All employees holding a seniority date on road trainman and/or yard seniority rosters on December 6, 1991 will be known and designated as "protected employees". Any such employee in a dismissed or suspended status as of December 6, 1991, or thereafter, who is subsequently reinstated with seniority rights unimpaired will also be a protected employee.
  - b. Trainmen/yardmen establishing seniority after December 6, 1991 will be known and designated as "non-protected employees" and will not have the right to exercise seniority to or otherwise be used on blanked or blankable trainmen or yardmen positions, except as provided in this Article.

### **B. OPERATION WITH LESS THAN A TWO-MEMBER CREW**

1. The Carrier may continue to operate conductor-only service pursuant to agreements signed before December 6, 1991. Nothing in this Article is intended to restrict the existing rights of the Parties.
2. In addition to Paragraph B. 1. above, effective January 1, 1992 the Carrier may operate 50% of through-freight assignments conductor-only on a seniority district basis. This percentage may increase by 10% each year.

Additional through-freight conductor-only assignments operated pursuant to agreements signed prior to December 6, 1991 will count toward the percentage figure. Conductor-only service will be operated in accordance with schedule agreements.

3. **Employees hired after December 6, 1991 can only exercise seniority to conductor/foreman positions, trainman/yardman positions advertised by the Carrier as must-fills and Extra Board positions to which their seniority would entitle them.**
4. **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.**
5. **The Carrier may create single assignment positions to expedite and/or assist efficient operations. These positions will be paid applicable rates in accordance with schedule rules. New utility positions will be paid yard foreman's rate in the yard and conductor's road switcher rate on the road. His duties may include operation of a Carrier provided motor vehicle.**
6. **Effective January 1, 1992, the crew consist for all Carrier crews other than through-freight shall be one conductor/foreman and one blankable trainman/yardman position, with the exception of those assignments which are presently operated by agreement with a conductor or single employee only.**
  - a. **Employees with a seniority date prior to December 6, 1991, will have full seniority rights to these blankable positions, including the normal exercise of seniority to permanent and temporary vacancies.**
  - b. **In the event that no bids on blankable positions are received from employees with a seniority date prior to December 6, 1991, the positions may be blanked and worked with a conductor/foreman only.**
  - c. **In the event that a position cannot be filled under existing Schedule rules, as amended, and the Reserve Board is vacant, an employee may be forced, in reverse seniority order, to a must-fill position (including an Extra Board position) from a designated blankable position; however, he will receive no less compensation than he would have received on his former assignment. Such difference in earnings will cease in the event his former blankable position is abolished or subsequently designated by the Carrier as a must-fill position.**
    - (1) **The former assignment of an employee forced under this provision will be blanked unless subsequently designated by the Carrier as a must-fill position.**
    - (2) **A position on the Extra Board is considered to be a must-fill position in applying these election rules governing permanent vacancies.**

## **EXTRA BOARDS**

1. **At locations where extra boards exist under present schedule rules the Carrier will establish for each craft a guaranteed extra board for employees with seniority prior to December 6, 1991.**
  - a. **The Carrier will regulate the number of employees assigned to extra boards.**
  - b. **Any practices and/or agreements previously in effect providing for extra board guarantees are hereby eliminated.**
  - c. **In addition to the Carrier's rights under Paragraph 1.a. above, the Local Chairperson representing conductors may adjust the number of employees on the conductors' guaranteed extra-board to increase the earnings of conductors as long as the earnings exceed the guarantee.**
2. **The guarantee for employees with seniority prior to December 6, 1991 assigned to guaranteed road or combination road/yard extra boards will be a gross monetary amount of \$1,653.00; and for employees with seniority prior to December 6, 1991 assigned to yard extra boards will be a gross monetary amount of \$1,351.95 for each semi-monthly payroll period (both amounts subject to future general wage and cost-of-living increases). The current rate to be used for reduction for unavailability and for pro-rating less than a full period will be one-fifteenth of the applicable semi-monthly guarantee. (See Article 2 for rates of pay.)**
  - a. **All earnings, with the exception of special allowance payments, during the pay period will apply against the guarantee. The guarantees of employees who are on the extra board for part of a month will be pro-rated. Penalty payments will be offset against guarantee in the period of occurrence.**
  - b. **If an employee is suspended as a result of disciplinary action, lays off at his own request, misses a call, or is not available for the full twenty-four (24) hours, the greater of the pro-rated amount shown in 2. above or earnings lost as a result of the absence will be deducted from the guarantee.**
  - c. **The guarantee of a train service employee who voluntarily exercises seniority to the extra board will commence at 12:01 a.m. on the date following the date he marks up as available for service. A train service employee displaced from the extra board will be credited with a full calendar day of availability with respect to the guarantee for the date displaced.**
  - d. **A train service employee exercising seniority off an extra board will not be credited with a full calendar day of availability with respect to the guarantee for that date. A train service employee forced to an extra board will be credited with a full calendar day of availability with respect to that date.**

- e. **Employees may be required to file for any payments due on forms supplied by the Carrier and paid currently.**

## **D. RESERVE BOARDS**

1. **The Carrier will establish Reserve Board positions at locations where extra boards exist. These Boards will consist of employees hired prior to December 6, 1991 who are not holding a regular assignment or the guaranteed extra board position.**
  - a. **Each employee on a Reserve Board will be guaranteed a gross amount of \$1,209.58 for each full semi-monthly pay period, subject to future wage and cost-of-living increases. The guarantee for employees added to or removed from the Reserve Board on dates other than the first day of the month will be reduced by 1/15th for each full calendar day they are not on the Reserve Board. (See Article 2. for rates of pay.**
  - b. **Positions established initially on the Reserve Board, and subsequent vacancies, will be advertised in accordance with applicable schedule rules.**
  - c. **No deductions from the pay of a Reserve Board employee will be made except for deductions of income, employment or payroll taxes (including Railroad Retirement taxes) required by law; amounts required or permitted by an applicable dues deduction agreement; and other amounts as authorized by this or any other agreement required by law. Reserve Board employees may engage in outside non-railroad employment which is not in conflict with the Carrier's interests without any offset of earnings.**
2. **The Carrier will create additional extra and/or Reserve Board positions before furloughing an employee who would have stood for service under application of the July 30,1984 Crew Consist Agreement.**
3. **Reserve Board employees may be called and used to supplement the guaranteed Extra Boards when they are exhausted if they can be contacted. Employees making written request for emergency work will be marked up in seniority order and called first-in, first-out.**
  - a. **Such employees are not required to remain available for call, cannot be required to respond to such calls, and will not be censured or disciplined for failing to do so.**
  - b. **No offset will be made against any guarantee when he declines such a call.**
  - c. **In the event that a Reserve Board employee accepts the call, he will receive all of the earnings of the trip for which called in addition to the Reserve Board pay for that day or days.**

4. **Any employee who is assigned to the Reserve Board must remain in that status for at least two semi-monthly payroll periods unless he is: displaced by a senior employee; recalled for active service; discharged from employment by the Carrier for good cause; he resigns from employment of the Carrier; or he retires on an annuity (including a disability annuity) under the Railroad Retirement Act. At the end of two semi-monthly payroll periods an employee in Reserve Board status may elect to have his Reserve Board assignment advertised, and at the end of the advertisement period he may displace any junior employee.**
5. **Employees in Reserve Board status may not be displaced therefrom except as provided below:**
  - a. **A senior employee in active service may displace the junior employee on the Reserve Board by giving notice on or before the end of a payroll period. The displacement will be allowed as of 12:01 a.m. on the first day of the second payroll period following the payroll period in which notice is given.**

**EXAMPLE:**  
**An employee gives notice during or at the end of payroll period 1. The employee giving notice will continue to work during payroll period 2 and will be placed on the Reserve Board at 12:01 a.m. on the first day of payroll period 3.**
  - b. **A displaced employee desiring to be placed on the Reserve Board may do so as outlined in a. above; however, this will not prevent or relieve the employee from exercising his seniority between the time displaced and the time the employee is entitled to be placed on the Reserve Board.**
  - c. **Employees recalled, displaced or exercising seniority from the Reserve Board will be entitled to an unrestricted exercise of seniority to any assignment to which their seniority entitles them.**
6. **The Carrier will continue to make payment of premiums under applicable health and welfare plans for employees in reserve status.**
7. **Reserve employees must maintain their train service proficiencies while in such status.**
  - a. **"Maintaining proficiencies" includes such successfully completing any retraining or refresher programs that the Carrier may require and passing any tests or examinations (including physical examination) administered for purposes of determining whether such proficiencies have been maintained.**
  - b. **Reserve Board employees must hold themselves available for return to service upon seven (7) days' notice. Reserve Board pay will continue for seven (7) days from date of notification in addition to other earnings.**



- (1) Employees will be recalled from service from their respective boards in reverse order of seniority unless recalled for service as an engineer.
- (2) Failure to comply with this seven (7) days' notice will result in forfeiture of all seniority subject to scheduled rules.

## **E. SPECIAL ALLOWANCE**

1. Employees who have a seniority date in train service prior to December 6, 1991 will receive a special allowance of \$15.00 when working on a conductor/foreman only crew. This allowance is not subject to any future wage or cost-of-living increase.
2.
  - a. Employees who have a seniority date in train service prior to December 6, 1991 will receive a special allowance of \$8.73 when they perform service on an assignment with a crew consisting of a conductor/foreman and one trainman/yardman, except as provided in b. below.
  - b. Conductors and trainmen who have a seniority date in train service prior to December 6, 1991 will receive a special allowance of \$12.29 when they perform service on a road assignment, handling over 120 cars.
  - c. These allowances will be subject to regular wage increases until they reach or exceed the sum of \$15.00. At that time the special allowance will be frozen at \$15.00, and will not be subject to future wage or cost-of-living increases.

## **F. DEFINITIONS**

1. The terms "foreman" "trainman", and "yardman" as used in this Article serve the purpose of identifying a craft or class and are not intended to denote gender.
2. The term "must-fill" positions are all positions covered by agreements between the Carrier and the UTU, except first trainman/yardman positions in road and yard service which may be blanked pursuant to this Article.
3. The term "blankable" position refers to a first trainman or yardman position on a crew which is filled by a protected employee and which, under certain specified conditions, can be operated as a "conductor/foreman only crew" in the absence of the first trainman/yardman.
4. The term "blanked" position refers to a trainman or yardman position on a crew which is not filled and works as a conductor/foreman only crew.
5. A "furloughed" employee is an employee whose seniority does not entitle him to hold a position, regular or extra, on his seniority district.

6. A "reduced crew" is a crew that operates with a conductor/foreman only.

## **G. RESTRICTIONS ON THE CARRIER**

1. Employees will not be required to operate with less than the required crew consist specified in this Article, nor will they be censured or disciplined in any manner for refusal to do so.
2. No Carrier supervisor, yardmaster, official, engine or non-craft employee will be used to supplement, supplant or substitute in the work of any train or yard crew working under UTU Agreements.

## **H. STEPPING UP TRAINMEN/YARDMEN (Temporary Vacancies)**

1. No trainman/yardman will be moved from a must fill trainman/yardman position to a crew of a conductor/foreman only in order to make such crew a conductor/foreman and one trainman/yardman. If a trainman/yardman is required, the first out trainman/yardman will be called from the applicable Extra Board, or if the Extra Board is exhausted in accordance with schedule rules.
2. In the event the conductor member of a road crew lays off at the away-from-home terminal or fails to report after having been properly called, before departure of his train from the away-from-home terminal, present practices will be followed in filling the conductor vacancy.

- I. Permanent must-fill vacancies, which are not filled voluntarily in the usual manner or assigned under applicable rules, will be filled by assigning the most junior trainmen/yardmen on the respective Extra Boards. If non-protected employees are assigned (either by choice or if forced) to a must fill position, an equal number of protected employees electing to remain on or go to 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-f& positions. However, a protected employee on the Extra Board so affected will be permitted to exercise his seniority.

## **J. SENIORITY RIGHTS**

1. Protected trainmen/yardmen on an Extra Board will be used on blankable and must fill trainmen/yardmen vacancies, except as provided in Paragraph I. above.
2. Non-protected trainmen/yardmen on an Extra Board will be used only on must-fill vacancies and shall have no claim if run around by a protected trainman/yardman used on a blankable vacancy.

## **K. YARDMENS EXTRA BOARD**

1. 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 Article. Road service work is not to be considered.

2. After all available Extra Board yardmen have worked their allotted number of shifts, or there are no extra yardmen rested and therefore unavailable, must-M temporary vacancies will be offered in seniority order to protected helpers assigned to work that day on blankable positions in the same starting time bracket in which the vacancies exist and at the same point. If none of the protected helpers contacted desires the vacancy, the junior protected helper contacted at that point will be assigned to work that day, and those assigned will receive no less compensation that they would have earned on their own assignment. Protected helpers' occupying blankable jobs who do not desire to be called, when they do not stand to be assigned, will so notify the appropriate officer of the Company in writing with a copy to the Local Chairperson. Such written notification may be revoked in the same manner.

In the event there are no available protected yard helpers holding blankable positions in the same starting time bracket in which the vacancies exist, at the same point, said vacancies will be Med in accordance with the rules or practices in effect prior to this Agreement.

**NOTE:**

The phrase "at the same point" as used herein means assignments that go on and off duty at the same yard in terminals where yard crews are assigned to report at more than one yard or location in the same yard or terminal.

## **L. MAINTAINING SUFFICIENT EMPLOYEES**

The Carrier will maintain, through recall of furloughed trainmen/yardmen and/or hiring of new employees, a sufficient number of regular and extra employees to permit reasonable lay-off privileges and to protect must-M vacancies, vacations, personal leave days and other extended vacancies.

## **M. FAILURE TO REPORT**

### **1. Yard**

#### **a. Must-fill Position**

In the event a regular member of a yard crew, or an extra employee properly called, fails to report for duty at the assigned reporting time for a must M position, the remaining crew member may be required to work but not in excess of 120 minutes from starting time and a yardman will be called to fill the vacancy. In such cases the yardmaster or other Carrier supervisor will have the option of starting the crew to work, or instructing them not to work until arrival of the extra yardman. If the crew is required to work, such yardman will be paid the foreman's rate of pay and the Special Allowance of \$15.00, if applicable.

#### **b. Blankable Position**

In the event a regular member of a yard crew, or an extra employee properly called, fails to report for duty at the assigned reporting time for a blankable position, the remaining crew member may be required to work but not in excess of 120 minutes from starting time and a protected yardman will be called to fill the vacancy. In such cases the yardmaster or other Carrier supervisor will have the option of starting the crew to work, or instructing them not to work until arrival of the extra yardman. If the crew is required to work, such yardman will be paid the foreman's rate of pay and the Special Allowance of \$15.00, if applicable. If there are no protected yardmen available on the Extra Board the position may be blanked and the foreman paid accordingly.

## **2. Road - Home Terminal**

- a. In the event a regular assigned trainman of a road crew, or an extra trainman properly called, fails to report before departure of his train from the home terminal, the train may be operated conductor only to and from the away-from-home terminal or in turnaround service, provided the trainman's position is a blankable position.
- b. In the event a conductor of a road train properly called fails to report before departure of his train from the home terminal, past practice will apply.
- c. If an employee is given less than the required advance call, the train will be held not to exceed the amount of time the call was short.

## **3. Road - Away-From-Home Terminal**

- a. In the event a trainman of a road crew or an extra employee properly called is unavailable for reasons of his own, including marking off, at the away-from-home terminal, the remaining crew members may be required to work back to their home terminal or in turnaround service for one trip and the conductor will receive the Special Allowance of \$15 .00, if applicable.
- b. In the event a conductor of a road train properly called fails to report before departure of his train from the away-from-home terminal, past practice will apply.
- c. If an employee is given less than the required advance call, the train will be held not to exceed the amount of time the call was short.

# **N. PREMATURE DISCONTINUANCE OF DUTY**

## **1. Yard**

- a. **Must-fill Position**

In the event that a member of a yard crew protecting a must fill position discontinues duty before the completion of the crew's tour

of duty and a replacement is called, the remaining crew members may be required to work not to exceed sixty minutes from the time of discontinuance and receive foreman's rate of pay and the Special Allowance of \$15.00, if applicable, or the Carrier may elect to tie the crew up.

**b. Blankable Position**

In the event that a member of a yard crew protecting a blankable position discontinues duty before the completion of the crew's tour of duty and a protected yardman will be called, the remaining crew members may be required to work not to exceed sixty minutes from the time of discontinuance and receive foreman's rate of pay and the Special Allowance of \$15.00, if applicable, or the Carrier may elect to tie the crew up. If there are no protected yardmen available on the Extra Board the position may be blanked and the foreman paid accordingly.

**0. NON-REVENUE TRAINS**

1. All non-revenue trains, such as snowplows, work or wreck trains (including handling of solid wreck trains terminal-to-terminal), may be operated with a crew of not less than one (I) conductor/foreman and one (1) blankable trainmen/yardmen when protected by Extra Boards or by crews exclusively assigned to such service.
2. Where service referred to in Paragraph 1. above is operated either regular assigned or extra, blankable vacancies will be filled by available protected Extra Board employees.
3. An Hours of Service relief road crew that relieves a road crew may be operated conductor only.

**P. To expedite attrition, an individual protected employee may request or may be offered by the Carrier in seniority order an 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 Article. 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 will be in writing and subject to the approval and option of both the individual employee and the Carrier's Highest Designated Officer.

**Q. GENERAL**

The parties hereto recognize the complexities involved in this Article 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.

1. This Article supersedes all other agreements, rules and/or understandings which are in conflict herewith. Any conflict between the changes set forth in this Article and the provisions of existing agreements shall be resolved in accordance with the provisions of this Article.
2. The parties to this Article will not serve or progress, prior to the attrition of all protected employees, any notice or proposal for changing the specific provisions of this Article, governing, pure attrition, protected employees, special allowance payments to reduced crew members, employee productivity fund, guaranteed Extra Boards, Reserve Boards and the administration thereof. This will not bar the parties from making changes in the above provisions by mutual agreement.
3. Nothing in this Article shall be construed as depriving any employee of any rights or benefits or eliminating any obligations which such employee may have under any existing job security or other protective conditions or arrangements provided that there shall be no duplication or pyramiding of benefits to any employee.

## **R. MORATORIUM**

This will confirm our understanding that items contained in Paragraph Q.2. of this Article are exempt from further handling and cannot be altered or changed by presidential Emergency Boards or any other tribunals which settle wage and rules negotiations.

## **QUESTIONS AND ANSWERS**

### **(Applicable to Paragraph A. - Road and Yard Crews)**

**Question #1 :**

**Does this Article change in any manner Agreement rules and practices pertaining to the filling of conductor/foreman vacancies?**

**Answer:**

**No.**

**Question #2:**

**Can a trainman/yardman who is in furloughed status at a yard or road terminal be forced to a must-fill position at another yard or road terminal within his seniority district?**

**Answer:**

**Only to the extent he could have been required to do so under the existing Agreements in effect prior to December 6, 1991.**

**Question #3:**

**Will blankable trainmen/yardmen positions continue to be bulletined?**

**Answer:**

**Yes, where rules now require; however: When no bids are received, the positions may be blanked until such time as a protected employee exercises seniority thereto in accordance with applicable rules. A protected employee who does not have an exercise of seniority may claim such blanked position by giving 24 hours advance notice.**

**Question #4:**

**When there is a change in the consist of crews as a result of this Agreement (position changes from blanked to blankable or vice versa), may the employees assigned thereto elect to exercise their seniority?**

**Answer:**

**Yes, this would be considered a change in conditions and the employees may exercise seniority in accordance with applicable rules.**

## **QUESTIONS AND ANSWERS**

**(Applicable to Paragraph B. - Operation with less than a two-member crew)**

**Question #1 :**

**When the Reserve Board is exhausted, will the Carrier designate blankable positions prior to forcing?**

**Answer:**

**Yes.**

**Question #2:**

**Will an employee forced to a must-fill position have an exercise of seniority?**

**Answer:**

**Yes.**

**Question #3:**

**Does the Article eliminate prior rights"**

**Answer:**

**No.**

**Question #4:**

**Will utility positions be filled from the trainman's craft?**

**Answer:**

**Yes.**

**Question #5:**

**Can a trainman/yardman be held off his assignment for a later assignment?**

**Answer:**

**No.**

**Question #6:**

**Does a road utility position get paid miles operated with a minimum of a basic day?**

**Answer:**

**Yes.**



## QUESTIONS AND ANSWERS

### (Applicable to Paragraph B. - Operation with less than a two-member crew) (cont'd)

**Question #7:**

Is a yard utility position restricted to the geographical limits to the same extent as yard assignments?

**Answer:** Yes.

**Question #8:**

What work can a utility position perform?

**Answer:**

A yard or road utility position can perform any work normally permitted of yard or road employees respectively. .

**Question #9:**

Will conductor's vacancies continue to be filled under present schedule rules?

**Answer:**

Yes, but from active service employees, if possible.

**Question #10:**

Will employees hired prior to December 6, 1991 be run-around on guaranteed extra list?

**Answer:**

No.

**Question #11:**

Will an employee be able to displace to a blanked position which is blanked because an employee is forced to a must-fill position?

**Answer:**

Only if he is senior to the forced employee.

**Question #12:**

Will an assignment be blanked when a trainman takes a personal leave day?

**Answer:**

The position may be blanked if no employee with a train service seniority date prior to December 6, 1991 is available from the Extra Board.

**QUESTIONS AND ANSWERS**  
**(Applicable to Paragraph B. - Operation with less than a two-member crew)**  
**(cont'd)**

**Question #13:**

**Does the present car limits apply to Roadrailer?**

**Answer:**

**Yes, as long as it is operated above the percentage in Paragraph B.2.**

**Question #14:**

**Is the Carrier going to provide documentation of the percentage of trains operated conductor only?**

**Answer:**

**Yes.**

**Question #15:**

**What will the consist be of special trains such as excursion and director special trains?**

**Answer:**

**Trains paying through freight rates will have no more than two ground service employees, and can be operated with a conductor only, and when operated conductor only will be counted toward the appropriate percentage under Paragraph B.2.**

## **QUESTIONS AND ANSWERS**

### **(Applicable to Paragraph C. - Extra Boards)**

**Question #1 :**

**Does “currently” as used in Paragraph C.2.e. mean it will be paid in the following half?**

**Answer:**

**Yes.**

**Question #2:**

**If an employee marks off at 11:00 p.m. and marks back up twelve hours later at 11 a.m., how will he be treated for guarantee purposes?**

**Answer:**

**He will lose the greater of two guarantee days or lost earnings.**

**Question #3 :**

**If an extra employee misses a call for an 11 p.m. assignment, how will he be treated for guarantee purposes and his placement on the Board?**

**Answer:**

**He loses a guarantee day (the day of the missed call) and any subsequent days he is not available the entire calendar day or earnings lost, if greater. He will be marked up at the bottom of the extra list.**

**Question #4:**

**Does the Article change existing starting time rules (or practices) for guaranteed yard extra list?**

**Answer:**

**No.**

**Question #5:**

**Does this Article change the yard five-day-work week?**

**Answer:**

**No.**

**Question #6:**

**When a yard assignment is annulled on other than a holiday, for one or more days, can the yardman on the assignment annulled place on an Extra Board for the day or days and receive a guarantee day or days?**

**Answer:**

**Yes.**

**QUESTIONS AND ANSWERS**  
**(Applicable to Paragraph C. - Extra Boards)**  
**(cont'd)**

**Question #7:**

How will earnings from paid personal leave days, holiday pay, vacation pay, jury duty, and bereavement leave be treated for the purposes of calculating Extra Board guarantees?

**Answer:**

An employee's semi-monthly guarantee will be reduced by one day under Paragraph C.2. for each calendar day such payment is claimed.

## **QUESTIONS AND ANSWERS**

### **(Applicable to Paragraph D. - Reserve Boards)**

**Question #1 :**

**Will employees be furloughed as a result of this Article?**

**Answer:**

**Only employees who would be furloughed under agreements in effect prior to December 6,1991 could be furloughed.**

**Question #2:**

**Will Reserve Board employees be allowed to utilize payroll deductions to the same extent that active duty employees are allowed to do so?**

**Answer:**

**Yes.**

**Question #3:**

**Will Reserve Board employees be credited with days of service for the purpose of qualifying for vacation?**

**Answer:**

**Employees will not accrue qualifying days of service while on the Reserve Board. However, time spent on the Reserve Board will count toward years of continuous service.**

**Question #4:**

**What standards will apply to Reserve Board employees for rules exam and physicals?**

**Answer:**

**The same standard or tests that apply to active employees.**

**Question #5:**

**Is a Reserve Board employee required to keep the Carrier advised of his current address?**

**Answer:**

**Yes.**

**Question #6:**

**Do the time limit provisions provided in the top and bottom agreements concerning voluntary transfers from road to yard apply when moving to or from Reserve Boards?**

**Answer:**

**No.**

**QUESTIONS AND ANSWERS**  
**(Applicable to Paragraph D. - Reserve Boards)**  
**(cont'd)**

**Question #7:**

**How will Reserve Board employees be recalled to active service?**

**Answer:**

**By certified mail.**

**Question #8:**

**What seniority will an employee use to bid in the Reserve Board?**

**Answer:**

**His trainman date for a road Reserve Board and his switchman date for a yard Reserve Board.**

**Question #9:**

**Does free exercise of seniority under Paragraph D.5.c. mean that an employee returning from a Reserve Board must displace the junior employee in the pool or group of runs to which he is exercising seniority?**

**Answer:**

**Yes.**

**Question #10:**

**May an employee on a Reserve Board take vacation?**

**Answer:**

**The employee has the option of taking vacation pay in lieu of Reserve Board pay or saving the vacation until he returns to active service.**

**QUESTIONS AND ANSWERS**  
**(Applicable to Paragraph E. - Special Allowance)**

**Question #1 :**

**Will an employee operating conductor only receive the \$9.36 (\$13.17 for trains over 120 cars) special allowance in addition to the \$15.00 special allowance referred to in Paragraph E.?**

**Answer:**

**No.**

**QUESTIONS AND ANSWERS**  
**(Applicable to Paragraph I.)**

**Question #1 :**

**Will the junior protected employee be notified when a non-protected employee takes (or is forced to) a must-fill position?**

**Answer:**

**Yes.**

**Question #2:**

**When must a protected employee elect to exercise his seniority or remain on the Extra Board under this Article?**

**Answer:**

**When notified that a non-protected employee has been assigned to a must fill position, the protected employee must exercise seniority within 24 hours or remain on the Extra Board.**

**Question #3:**

**Do protected employees who lose their status as such, due to non-protected employees holding must-fill positions, lose their trip credits toward the distribution of the Productivity Fund, where applicable, during the period of time they are considered non-protected?**

**Answer:**

**No.**



**QUESTIONS AND ANSWERS**  
**(Applicable to Paragraph K. - Yardmen's Extra Board)**

**Question #1 :**

**Does the wording in Paragraph K.2., reading "same starting time bracket" mean the time periods referred to in existing starting time rules?**

**Answer:**

**Yes.**

**Question #2:**

**Will a time and one-half tour of duty in yard service (other than working on a holiday) be counted as a day against a yardman on the yard Extra Board under the provisions of Paragraph K. I.?**

**Answer:**

**No.**

**Question #3 :**

**Does Paragraph K. 1. set aside application of schedule rules which require payment at time and one-half?**

**Answer:**

**No.**

## **QUESTIONS AND ANSWERS**

### **(Applicable to Paragraph M. - Failure to Report)**

**Question #1 :**

**Give some examples of what would constitute “work” as that word is used in the phrase “required to work”?**

**Answer:**

**Switching moves, bleeding air and setting hand brakes would be some examples of “work”, but it is understood the securing of switch list or receiving instructions by the yard foreman is not “work” for the purposes of this Article.**

**QUESTIONS AND ANSWERS**  
**(Applicable to Paragraph N. - Premature Discontinuance of Duty)**

**Question # 1:**

**Do the provisions of Paragraph N. change in any manner the current policy regarding payment to employees who discontinue duty before the completion of a tour of duty as a result of an on-duty injury?**

**Answer:**

**No.**

**QUESTIONS AND ANSWERS**  
**(Applicable to Paragraph 0. - Non-Revenue Trains)**

**Question #1 :**  
Does this Article change in any manner the Articles pertaining to yard crews operating in combination road-yard service zones?

**Answer:**  
**No.**

# ARTICLE 38

## PRODUCTIVITY FUND

- A. 1. Commencing with September 1, 1984, for each yard tour of duty or road freight service trip that a crew is operated with one (1) conductor/foreman only or one (1) conductor/foreman and one (1) trainman/yardman, the Company will accrue to the appropriate employees' Productivity Fund Account a liability in the amount shown in the schedule below no later than 15 calendar days after the last day of each payroll period. Each amount so accrued shall be a "Basic Amount".

### SCHEDULE

	<u>Amount*</u>
Piedmont Division, Fund 72	\$ 8.77
Georgia Division, Fund 60	\$53.25
Alabama Division, Fund 75	\$ 6.61
Tennessee Division, Fund 70	\$16.10
Crescent Division, Fund 62	\$53.25
GS&F, Fund 73	\$10.75

\* Not subject to future general wage increases or cost of living adjustments.

2. The Company shall furnish a statement to the General Chairpersons within 30 days after the close of each calendar month, showing the accrual of the Basic Amount made by the Company to the Productivity Fund Accounts for employees whom he represents, interest thereon, the number of yard tours of duty and/or road service trips applicable to the Productivity Fund Accounts, and the cumulative total for the fiscal year. A fiscal year shall run from October 1 through September 30 of the following year.
3. If it is found that additional information is needed for verification of 2. above, and if furnishing such information requires computer programming, etc., the Company shall have a reasonable time to furnish the additional information.
4. All data furnished by the Company to the General Chairperson shall otherwise be treated as confidential and in no circumstances may be reproduced, disclosed, or discussed other than for purposes of this Article.

- B. In addition to accruing the Basic Amount specified in Paragraph A. of this Article, the Company shall also calculate and accrue interest on the Basic Amount, as follows:

1. The Company shall guarantee an earnings rate equal to the monthly average of the weekly auction rates on three-month treasury bills as published by the Federal Reserve Bank of New York. This rate is quoted on a discount basis and will be converted (increased) to the 30-day certificate of deposit equivalent yield.

2. The guaranteed earnings rate will be applied effective the last day of each calendar month to the total average daily amount (Basic Amounts and accrued interest) in each Productivity Fund Account.

- C. 1. The Company shall divide the total number of yard tours of duty and/or road freight service trips credited to each protected employee for the fiscal year into the total amount accrued in each Productivity Fund Account for that fiscal year. The result shall be the value per share of each Productivity Fund Account (see Paragraph 1. below). The phrase "total amount accrued... for that fiscal year" means the Basic Amounts accrued under Paragraph A. for the fiscal year plus interest accrued and calculated thereon pursuant to Paragraph B. of this Article during the fiscal year. The Company shall notify the General Chairperson of this result no later than 45 days after the end of the fiscal year.
2. When the total amount accrued in the current fiscal year is equal to not less than the full amount required to pay all protected employees 40% of their annual compensation for the preceding fiscal year, adjusted to include cost-of-living and general wage increases due in the current fiscal year, the Company shall discontinue accruing Basic Amounts plus interest thereon. If the total amount accrued is not adequate to pay all amounts due under this Article, the Company will make up the deficit.
3. Within seventy-five (75) days after the end of each fiscal year, the Company will prepare the checks, labeled "Southern UTU Employee Productivity Fund Account", less any withholding for federal income tax and such other withholding as required by law, and make distribution of such checks to protected employees by U.S. Mail. The Company will advise the General Chairpersons of all undeliverable checks, whereupon they will assist the Company in making deliveries.
4. The money from undeliverable and unclaimed checks shall be held and disposed of pursuant to applicable state laws.
5. Upon written request from the President of the United Transportation Union, payment of Basic Amounts accrued pursuant to Paragraph A, plus interest calculated and accrued under Paragraph B., shall be secured by the Company through the procurement of a letter of credit from a major financial institution acceptable to the Union.
- D. 1. Interest accrued from the end of a fiscal year for four (4) payroll periods shall be credited to a "Claim Account" to be used for the resolution of any claims under appeal or subject to appeal in favor of protected employees. If it develops that this arrangement does not generate sufficient funds to satisfy legitimate claims of protected employees, the Union and the Company will agree on an equitable amount to be set aside from interest calculated on accrued amounts during the year to satisfy the needs of the Claim Accounts. If, at the end of six months following the close of that fiscal year, there remains a balance in any Claim Account in excess of the amount necessary to provide for claims then outstanding, the excess amount of such balance shall be added to the amount accrued for the current year.

2. Road freight service trips and yard tours of duty credited to each protected employee shall be shown on his/her detailed statement of earnings. Any dispute as to the number of trips or tours of duty credited must be appealed in writing by or on behalf of the employee to the Company's Timekeeping Department within 4.5 days (approximately 30 days after pay day) from the end of a payroll period. If the employee does not appeal within the 45-day period, the count of trips or tours as shown will not be subject to appeal. The Company shall advise each employee of the disposition of his/her appeal within 30 days of the date submitted. If the dispute is not resolved, it will be barred unless appealed by the General Chairperson to the Company's Director of Labor Relations within 30 days thereafter.

3. All appeals and notices of decision shall be in writing.

E. The Company shall keep accurate and detailed accounts of all accruals, disbursements, and other transactions hereunder and shall account separately for accrual of amounts due employees under this Article and interest thereon, which shall be open to inspection and audit at all reasonable times by any person designated by the General Chairperson.

F. It is understood that all disputes concerning the interpretation or application of this Article shall be resolved according to the procedures set forth in this Article and Section 3 of the Railway Labor Act.

G. 1. Any communication, statement, or notice addressed to any protected employee at the last post office address filed with the Company will be binding upon such person for all purposes under this Article and neither the General Chairperson nor the Company shall be obligated to search for or ascertain the whereabouts of any such person.

2. No later than November 1 of each year, each protected employee entitled to payments under this Article, who has changed his mailing address, must file advice of such change in writing with the Company's designated officer.

3. Any notice or document required to be given to or filed with the Company shall be considered as given or filed if delivered, or mailed, first class postage prepaid, to an address designated by the Company from time to time for such purpose.

4. Except as otherwise required by this Article, notices to protected employees, other than replies to appeals, shall be given first class mail, to the last address on file with the Company.

H. 1. The Productivity Fund Accounts shall be terminated by an instrument in writing executed by the Company and the General Chairperson when there are no protected employees remaining in service with the Company.

2. On termination of the Productivity Fund Accounts, the Basic Amounts accrued hereunder plus interest calculated thereon shall continue to be held by the Company for payments in accordance herewith until all protected employees have received all payments due under this Article.

- I. At the end of each year, each protected employee performing service will share in the division of the employees' Productivity Fund Account(s), according to the number of yard tours of duty and/or road freight trips performed during that fiscal 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 a Productivity Fund Account.

Example:

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

\$288,000 divided by 12,000 = \$24 per share

Each protected employee receives \$24 x the number of his trips or tours of duty.

- J. 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 Account(s) cannot exceed 40% of his total compensation for that fiscal year.

Example:

The protected employee earns \$36,000 for service performed in the fiscal year. His payment from the fund for that fiscal year could not exceed \$14,400 (40% of \$36,000).

- K. Payments made to protected employees out of the Productivity Fund Account shall not be included in computing vacation pay.
- L. When computing 40% of a protected employee's total compensation in any fiscal year, payments or credits received from the Productivity Fund Account(s) will not be included in the computation.
- M. Payment made to protected employees out of the Productivity Fund will not be used in the computation of any monetary guarantees. Special Allowances (Lonesome Pay) paid under Article 38 will not be used in the computation of any monetary guarantees.

Monies paid employees under Article 38 (Special Allowance) and/or this Article 39 (Productivity Fund) will not be counted as earnings in calculating make-up pay due under existing or future monetary guarantees. Bulletins issued estimating the earnings of assignments for guarantee purposes will not include any payments anticipated from a Productivity Fund or Special Allowances.

- N. 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 toward his number of tours of duty or trips in computing his share of the Productivity Fund Account. The General Chairperson will furnish as soon as possible, but not later than October 31 of each year, to the Company'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.**

## QUESTIONS AND ANSWERS

**Question #1 :**

**Does the number of days not worked while protecting the extra board go to the credit of the protected employee toward the number of tours of duty credited for the purpose of sharing in a Productivity Fund Account?**

**Answer:**

**No, only actual service performed in freight or yard service is so credited.**

**Question #2:**

**In the event of the death of a protected employee who is entitled to payment from a Productivity Fund Account, will his part be paid to the estate or beneficiary?**

**Answer:**

**Yes, at the end of the year when disbursements are made.**

**Question #3:**

**Paragraph I. provides that for each paid vacation day taken by a protected employee he will be credited with that day in computing his share of a Productivity Fund Account. Will "Personal leave" days taken by an employee also be credited in computing his share of a Productivity Fund Account?**

**Answer:**

**No.**

**Question #4:**

**How many shares will be credited for each week of vacation taken by a protected employee in road freight or yard service under this Article?**

**Answer:**

**Seven.**

**Question #5 :**

**Will tours of duty in road or yard service on single position assignments such as but not limited to pilots, air bleeders, CRO's and utility persons, worked by protected employees be credited in computing their share of the Productivity Fund Account?**

**Answer:**

**Yes.**

**QUESTIONS AND ANSWERS  
(cont'd)**

**Question #6:**

**If an employee is due an adjustment in wages due to being used off his assignment, does he receive any additional yard tours or road freight trips other than those he actually performed for purpose of determining personal share count?**

**Answer:**

**No.**

**Question #7:**

**Is it understood to mean that only compensation from the Company will be considered when computing the 40% of total compensation for the fiscal year?**

**Answer:**

**Yes. Compensation from any other source cannot be taken into account.**

# **ARTICLE 39**

## **UNION MEMBERSHIP**

### **A. REQUIREMENT FOR UNION MEMBERSHIP AND PAYMENT OF DUES**

1. As a condition of continued employment, and subject to the conditions hereinafter provided, that within sixty (60) calendar days following the establishment of seniority or return to service as provided for in items 3,4, 5 and 6 hereof, or the effective date of this Article, whichever is the latter, all employees within the classes or crafts represented by the United Transportation Union shall become and remain members of the said United Transportation Union; Provided, that this Article shall not require such condition of employment with respect to employees to whom membership is not available upon the same terms and conditions as are generally applicable to any other member or with respect to employees to whom membership has been denied or terminated for any reason other than the failure of the employee to tender the periodic dues, initiation fees and assessments (not including fines, penalties or insurance premiums) uniformly required as a condition of acquiring or retaining membership in the United Transportation Union.

The requirement for membership in the United Transportation Union shall not be applicable to employees in engine, train, yard or hostling service, who maintain membership in any one of the other labor organizations national in scope, organized in accordance with the Railway Labor Act, and representing employees in engine, train, yard or hostling service, and admitting to membership employees engaged in any of said services.

2. Every employee shall be considered by the company to be either a member of the United Transportation Union as provided for herein, or to be a member of any one of the other labor organizations, referred to in Paragraph 1. hereof, or as having been denied membership in the United Transportation Union signatory hereto, unless the company is advised to the contrary in writing by the United Transportation Union. The United Transportation Union shall be responsible for initiating action to enforce the terms of this Article.
  - a. Each Superintendent shall furnish to the Local Chairperson of the United Transportation Union within ten (10) calendar days from the date of the first ~~trip~~ the name and address of each employee entering the service in the classes described in Paragraph 1. hereof.
3. Employees heretofore or hereafter promoted to official or other positions who retain and/or accumulate seniority under the provisions of the schedule agreement, will not have such seniority terminated by reason of any of the provisions of this Article; Provided, that if such employees shall have terminated membership during their official capacity, they shall, when returning to service represented by the United Transportation Union, come under the provisions of Paragraph 1. of this Article.

4. Employees furloughed through reduction in force, absent because of personal sickness, physical disability or leave of absence, etc., who retain and/or accumulate seniority under the provisions of the schedule agreement, will not have such seniority terminated by reason of any of the provisions of this Article, but shall, upon resumption of employment, come under Paragraph 1. of this Article.
5. The seniority status and rights of employees furloughed (on leave of absence) to serve in the Armed Forces shall not be terminated by reason of any of the provisions of this Article but shall upon resumption of employment, come under Paragraph 1. of this Article.
6. An employee retired on disability annuity under the Railroad Retirement Act at an age earlier than 65 and who retains seniority until he reaches the age of 65, shall not have his seniority status and rights terminated by reason of non-compliance with the provisions of this Article. If the employee returns to active service, he shall come under Paragraph 1. of this Article.
7. Notice of non-compliance with the provisions of the Article of an individual employee coming under Paragraph 1. of this Article shall be given in writing by the General Chairperson (or his designated representative) of the United Transportation Union to the appropriate representative of the Company not earlier than the expiration of the sixtieth (60) calendar day from date of establishment of seniority or return to service as provided in Paragraphs 3., 4., 5. and 6. hereof, or the effective date of this Article, whichever is the latter, but before such notice is given, the proper representative of the United Transportation Union shall give such individual employee thirty (30) days' written notice (with copy to the Superintendent of the Division on which such individual employee is employed) that unless such employee complies with the provisions of this Article within thirty (30) days of the date of such notice, or within the sixty (60) calendar day period from date of establishment of seniority or return to service as provided in Paragraphs 3., 4., 5. and 6. hereof, or the effective date of this Article, whichever is later, then the said employee will forfeit his seniority. However, such case will first be handled in accordance with the provisions of Paragraph 8.a. below.

If an employee fails to pay his dues and assessments (not including fines, penalties or insurance premiums) on the usual date specified by the Organization, the Local Chairperson (or his representative), will serve written notice on such employee, calling attention to such failure, with copy to the Superintendent of the Division on which such individual employee is employed. If such employee fails to comply or show evidence of compliance with Paragraph 1. of this Article within fifteen (15) days of the date of the notice given him, the Local Chairperson will notify the Superintendent in writing requesting that he invoke the provisions of Paragraph 8.a., and the Superintendent or his representative, will then proceed to handle the case in accordance therewith.

8. a. Release of an employee from the service of the Company and/or the termination of seniority rights and employment relationship because of non-compliance with the provisions of this Article shall not be

made without notice. A hearing will be granted if the employee requests it in writing within ten (10) days of such notice, such hearing will be held within fifteen (15) days from date of receipt of notice from such employee that a hearing is desired, and the hearing will be confined to proof of compliance. A decision shall be rendered within five (5) days from the date of termination of the hearing. If the decision is unsatisfactory to the affected employee, an appeal may be taken within fifteen (15) days to the highest officer designated to handle such complaints. Employee's service status will not be affected by reason of the provisions of this Article pending decision.

**NOTE:**

If, under the provisions of this Article, it is determined that the seniority of such employee is to be terminated by reason of non-compliance with the provisions of this Article, such termination will not be required to be effected until such time as a replacement is available through the normal processes.

- b. Article 31.A of the Agreement between the Company and the United Transportation Union captioned "Investigations and Discipline" is suspended as to cases arising under the provisions of this Article.
- 9. Employees whose services are terminated for non-compliance with the provisions, of this Article shall be regarded as having terminated their employee relationship for all vacation purposes.
- 10. An employee dropped from the service under the provisions of this Article account of non-compliance with the provisions of this Article shall not thereafter be restored to the service except as a new employee, or except as provided for in Paragraph 11. hereof.
- 11. If an employee is released from the service for non-compliance with the provisions of this Article and such release is subsequently determined to be improper, unlawful or unenforceable, the employee shall be returned to service without impairment of seniority rights.
- 12. No part of this Article shall be used in anymanner whatsoever as a basis for a grievance time claim by or on behalf of any employee; and no part of the Schedule Agreement covering rates of pay and working conditions shall be used as a basis for a grievance or time claim by or on behalf of any employee predicated upon an alleged violation, misapplication or non-compliance with any part of this Article relating to Union Shop.
- 13. The United Transportation Union shall indemnify and save harmless the Company in any and all claims for loss, liability or damage resulting through the compliance of the Company with this Article.

## **B. DUES CHECK OFF**

- 1. In accordance with and subject to the terms and conditions hereinafter set forth, the Carrier will, when authorized by an employee in a craft or class represented by the Union and subject to this Article, each month deduct

from the wages of such employee “any periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership” in the Union, as contemplated in Section 2, Eleventh (b) of the amended Railway Labor Act, and will remit to the Union or to its designated representatives the money so deducted.

- 2.     a.     **This Article will not be effective with respect to any individual employee until after he has properly executed, and the Carrier’s Auditor of Payroll has been furnished with, a written assignment to the Union of that part of the employee’s wages necessary to pay the employee’s membership dues, initiation fees and assessments. Such wage assignments will be submitted on the WAGE ASSIGNMENT form.**
- b.     **After one year from the date of executing a wage assignment pursuant to this Article, the employee may at any time revoke it. Revocation will not be effective until after the employee has properly executed, and the Carrier’s Auditor of Payroll has been furnished with, a written revocation in the form of the REVOCATION of WAGE ASSIGNMENT.**
- c.     **The Union will, at its expense, supply printed forms for the use of employees who desire to execute a wage assignment or revocation of wage assignment pursuant to this Article. The Union will have full and sole responsibility for the procurement of wage assignments, and revocations of wage assignments pursuant to this Article, and for their delivery to the Carrier’s Auditor of Payroll.**
- 3.     a.     **The Union will furnish Carrier’s Auditor of Payroll a list of the local lodges, chapters, or other divisional units of the Union, certifying thereon the name, title and mailing address of one representative in each such unit who is designated by the Union both to furnish deduction information hereinafter provided for and to receive remittances of money deducted from wages pursuant to this Article. Deductions pursuant to this Article will be made only on the basis of certified deduction lists furnished the Carrier by such designated local representatives.**
- b.     **No later than the 20th day of each month, the Auditor of Payroll will provide each designated representative with a standard Payroll Deduction List showing as to each employee listed the amount deducted and/or not deducted for the preceding month, and not later than the third day of each month the representative will furnish the Auditor of Payroll one copy thereof clearly and legibly revised to show additions and/or deletions of names, and changes in amounts to be deducted. If the amount to be deducted is the same as the amount last deducted pursuant to this Article, the Carrier’s copy of the Payroll Deduction List will not be changed. The representative will indicate any change from the last amount actually deducted by inserting the new amount to be deducted on the appropriate line. Where names of employees are added and/or deleted, the Carrier’s**

copy of the revised list will be accompanied by the necessary wage assignment and/or revocation forms.

- c. As may appear desirable in the light of experience in the plan set out in b. above, the Carrier will have the right, at its option, to designate forms and/or procedures other than those specified above for exchanging the information necessary to effectuate this Article.
- d. No deduction list will be accepted by the Auditor of Payroll after the third day of the month, and no change will be made in any list furnished. If no list is received for a given month, or if the list is received late, deductions for that month will be made on the basis of the preceding month's list. If any indicated revision is not clear, deduction will be made on the basis of the preceding month's list.
- e. A deduction code will be used on the Payroll Deduction and Earnings Statements accompanying pay checks to identify deductions made pursuant to this Article.
- f. It is intended that amounts to be deducted from the wages of individual employees pursuant to this Article will, where possible, remain constant from month to month.

- 4. a. No deduction pursuant to this Article will be made for any month in which wages due an employee on the second period regular payroll do not equal or exceed the amount shown on the deduction list, after the following deductions have first been made:

- (1) Taxes and other deductions required by law.
- (2) Amounts owed the Carrier.

- b. No partial deduction will be made. The Carrier will have no responsibility whatever for accumulating deductions nor for carrying over from month to month deductions not made.

- 5. Not later than the 20th day of the month following the month for which deductions are made, the Carrier will remit by draft to the designated representative of the Union the money deducted pursuant to this Article on the basis of his deduction list.

- 6. a. Responsibility of the Carrier pursuant to this Article is limited to remitting to the designated representative of the Union money actually deducted pursuant to this Article. The Carrier will not be responsible to any employee nor to the Union, financially or otherwise, for failure to make deductions or for making inaccurate deductions, which risk the Union assumes.

- b. Any question as to the correctness of any amount listed or deducted pursuant to this Article will be handled solely between the employee and the Union. A designated representative of the Union may handle with Carrier's Auditor of Payroll any obvious mathematical error on



the part of the Carrier, and the Carrier will have the right to adjust future deductions and/or future remittances to compensate therefor.

- c. **This Article will not be used in any manner whatever, directly or indirectly, as a basis for grievance or time claim by or on behalf of any employee. No part of this Article nor of any other Agreement between the parties hereto will be used in any manner whatever, directly or indirectly, as a basis for grievance or time claim by or on behalf of any employee predicated upon any alleged violation of, or misapplication of, or noncompliance with any part of this Article.**
  
- d. **The Union now does and hereafter will indemnify, defend and save harmless the Carrier from any and all suits at law, petitions, claims, demands, liability, loss or damage resulting from or alleged to result from the making of this Article, or the administration of this Article, or failure to comply with provisions of this Article.**

- 7. **This Article is subject to the express intent of the parties to observe and comply with the provisions of every applicable Federal and State law now in existence or hereafter enacted, and it is the intent of the parties hereto each to relieve the other from any part of this Article in conflict with or in violation of any such law.**
  
- 8. **This Article will remain in effect until revised or abrogated in accordance with the provisions of the amended Railway Labor Act, except that upon certification to the Carrier by the National Mediation Board that representative other than the Union is designated and authorized to represent employees in any craft or class subject hereto, this Article as to such employees will terminate, and the wage assignments executed by such employees pursuant to this Article will terminate, on the date such certification is received by the Carrier.**

**C. EMPLOYEE INFORMATION AND PAYCHECK DETAILS**

The Carrier will provide the General Chairperson with a list of employees who are hired or terminated, their home addresses, and Social Security numbers, if available, otherwise the employee's identification numbers. This information will be limited to the employees covered by the Collective Bargaining Agreement of the respective General Chairperson. The data will be supplied within 30 days after the month in which the employee is hired or terminated. Where railroads cannot meet the 30-day requirement, the matter will be worked out with the General Chairperson.

# **ARTICLE 40**

## **NATIONAL WAGE AND RULES -PANEL**

- A. 1. The parties, realizing the complexities of the changing rail industry and environment, and to alleviate any adversarial relationships emanating from such, agree to establish a non-binding joint review Panel to study and examine those unresolved subjects.**

**The National Wage and Rules Panel (Panel) shall consist of three (3) partisan members representing the United Transportation Union, three (3) partisan members representing the Carriers, and \_\_\_\_\_ who shall be considered as Chairperson. The President of UTU and the Chairperson of the National Carriers' Conference Committee (NCCC) shall be ex officio partisan members of the Panel. On any matter, the UTU, NCCC, and the Chairperson shall each be deemed to have a single vote.**

- 2. The parties will assume the compensation and expenses of their respective partisan members. The fees and expenses of the Chairperson and any incidental expenses incurred in connection with Panel meetings shall be shared equally by the parties.**

- B. The Panel is authorized to comprehensively examine the following subjects:**

- System for compensation and related alternatives**
- Quality of Work Life**
- Inter-craft pay relationships**
- Claim and Grievance Handling**
- Flowback**
- Eating en route for road service employees**
- Use of Surplus employees**
- Employee Utilization**
- Common Extra Boards**
- Standardized Calling Rules**
- Yard Starting Times**
- Runarounds**
- Road/Yard**
- Entry Rates**

- C. The Panel shall promptly establish its operating procedures, which shall be designed to review and evaluate the facts regarding the aforementioned subjects and to expedite and enhance the opportunity to reach joint voluntary solutions to matters in dispute between the parties with respect to those subjects. The Panel may, by unanimous vote of the members and with the consent of the respective Carrier(s) and General Committee(s) involved, develop and implement pilot projects and similar initiatives that would permit the Panel to test and evaluate, on a limited basis, potential alternatives to existing arrangements that would resolve issues of concern to the parties.**

- D. 1. If the parties have not reached agreement on issues pertaining to the matters covered by Paragraph B. by January 1, 1999, the Panel shall make**

recommendations for disposing of all unresolved issues not later than July 1, 1999. While the Panels recommendations shall not be considered final and binding, the parties shall exert good faith efforts to utilize those recommendations as a basis for settlement of the issues involved. Notwithstanding any provision to the contrary, the Panel may be dissolved at any time by a majority vote of the members.

2. It is agreed that antecedent proposals exchanged between the parties relating to those items subject to the Panel shall not be considered precedential or cited in further handling of any issue before any tribunal established to resolve disputes under the Railway Labor Act.

# **ARTICLE 41**

## **APPLICATION OF AGREEMENT**

It is and has been the policy of the parties signatory hereto that the provisions of this Agreement be applied to all employees covered by this Agreement without regard to race, creed, color, age, sex or national origin.

### **A. REPRESENTATION**

The General Grievance Committee, United Transportation Union, will represent all conductors, trainmen and yardmen in the making of contracts, rules, rates and working conditions and interpretations thereof, so long as they represent conductors, trainmen and yardmen under the provisions of the Railway Labor Act, as amended, or future amendments thereof. The rights of any conductor, trainman and yardman to have the regularly constituted committee of his Organization represent him in the handling of his grievances, under the recognized interpretation placed upon the schedule involved by the officials of the Company and the General Committee making the same, is conceded.

### **B. SCHEDULES**

Employees will be furnished a copy of the schedule of wages and rules and regulations upon request.

### **C. DEFINITION**

For convenience, references to gender, if any, in this Agreement are made in the masculine gender. It is understood and agreed by the parties to this Agreement that references to the masculine gender included both the masculine and feminine genders.

### **D. EFFECT OF AWARD OF ARBITRATION BOARD NO. 559 (effective May 8, 1996)**

1. The purpose of Arbitration Board No. 559 is to fix the general level of compensation during the period of the Agreement and is in settlement of the dispute growing out of the notices dated November 1, 1994 served by and on behalf of the Carriers upon the Organization signatory hereto, and the notices dated on or subsequent to November 1, 1994 served by the Organization upon such Carriers.
2. Arbitration Board No. 559 shall be construed as a separate agreement by and on behalf of each of said Carriers and their employees represented by the Organization signatory hereto, and shall remain in effect through December 31, 1999 and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

3. The parties to Arbitration Board No. 559 shall not serve nor progress prior to November 1, 1999 (not to become effective before January 1, 2000) any notice or proposal for changing any matter contained in:
- a. Award of Arbitration Board, No. 559,
  - b. the proposals of the parties identified in Paragraph D. 1. of this Article, and,
  - c. Section 2(c) of Article XV of the Agreement of January 27, 1972,
- and any pending notices which propose such matter are hereby withdrawn.
4. The parties to Arbitration Board No. 559 shall not serve nor progress prior to November 1, 1999 (not to become effective before January 1, 2000) any notice or proposal which might properly have been served when the last moratorium ended on January 1, 1995.
5. This Article will not bar management and committees on individual railroads from agreeing upon any subject of mutual interest.

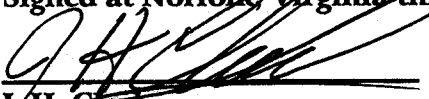
**E. TERMS OF AGREEMENT**

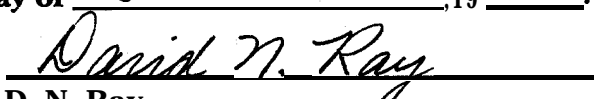
This Agreement supersedes and cancels all former Agreements, but does not except where rules are changed, alter former accepted and agreed-to practices, working conditions or interpretations. This Agreement is revised as of December 1, 1998, to include rules, revisions, certain amendments, interpretations, and memoranda and cancels all other rules in conflict herewith and is to remain in effect until revised or abrogated by thirty (30) days' written notice from either party to the other, and in accordance with provisions of the Railway Labor Act, as amended.

**NOTE:**

If any Agreement or Agreements have been omitted from this schedule by oversight, it is agreed between the parties that failure to include same will in no way waive, modify or abrogate them.

Signed at Norfolk, Virginia this 1st day of December, 1998.

  
J. H. Clark  
General Chairperson  
United Transportation Union

  
D. N. Ray  
Assistant Vice President, Labor Relations  
Norfolk Southern Railway Company  
Cincinnati, New Orleans & Texas Pacific  
Railway Company  
Alabama Great Southern Railroad Company  
Georgia Southern & Florida Railway Company  
St. Johns River Terminal Company  
New Orleans Terminal Company