

# AGREEMENT

BETWEEN THE

UNION PACIFIC RAILROAD

AND ITS

SWITCHMEN IN  
ROSEVILLE, LOS ANGELES AND TUCSON HUBS  
REPRESENTED BY THE  
UNITED TRANSPORTATION UNION (S)  
COVERING RATES OF PAY  
AND WORKING CONDITIONS  
FOR SWITCHMEN

EFFECTIVE \*\*\* *NEW DATE* \*\*\*

**The following constitutes an agreement between the Southern Pacific Transportation Company, Pacific Lines, and its Switchmen, represented by the United Transportation Union (S), covering rates of pay and working conditions for switchmen, effective October 1,1977.**

*Note: Italics signify my modifications - ~~Strike-out means it not longer applies~~ - Bruce*

**ARTICLE I  
RATES OF PAY**

Class	Per Day	Per Hour	OT Per Hour
<i>Regular Foreman</i>	<i>\$143.33</i>	<i>\$17.92</i>	<i>\$26.87</i>
<i>Hump/Trim Foreman</i>	<i>\$153.27</i>	<i>\$19.16</i>	<i>\$28.74</i>
<i>Helper</i>	<i>\$137.16</i>	<i>\$17.15</i>	<i>\$25.72</i>
<i>C.R.O.</i>	<i>\$150.03</i>	<i>\$18.75</i>	<i>\$28.13</i>
<i>FootBoard Yardmaster</i>	<i>\$155.28</i>	<i>\$19.41</i>	<i>\$29.12</i>

Note: Basic daily rates for car retarder operators shall be determined by adding \$1.49 to the basic daily rate for engine foremen.

Payment for engine foremen acting as footboard yardmasters shall not be less than two-thirds of one hours' pay in excess of the engine foremen's daily rate. (See also Article 27(b) and YDM 1-147 - Appendix B)

~~(Revised Rates of pay effective July 1, 1977 includes 31 cents per hour cost of living which is subject to adjustment in accordance with Agreement dated January 29, 1975.)~~

*Rate Progression - Art. III(E) of the Oct. 20, 1997 Agreement*  
Entry rates will start at 85% of the national rate for first-year employees; at 90% for second-year employees; at 95% for third-year employees; and at 100% for fourth-year employees.. These employees will be entitled to the 5% bump for promotion as provided in Article VIII of the May 8, 1996 UTU National Agreement

*Article IV, Section 4 of the November 1, 1991 National Agreement*  
(a) 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 on or after November 1, 1985

(b) 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 increase.

**ARTICLE 2  
BASIC DAY**

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

Section (b). Should a regular assigned foreman or helper after commencing work on regular assigned crew, be detached therefrom and required to perform service on another crew, he shall be compensated not less than a minimum day on each assignment.

Section (c). Should an extra switchman filling vacancy on a regular assigned crew or used to augment a regular assigned crew, be detached therefrom after commencing work

and used to fill vacancy on another crew or augment another crew, he will be paid not less than a minimum day on each crew.

Section (d). Extra switchmen after starting work on an extra crew and used during the same shift with another regular or extra crew, will be paid not less than a minimum day on each crew.

*NOTE: Sections (b)(c) and (d) above have been modified by the utility person agreement on Nov. 1, 1997*

Section (e). Nothing in this Article will restrict switchmen in performing the following duties as a part of their day's work:

Doubling trains over when one track will not hold train;

Doubling trains into receiving track when double is necessary account engine power not sufficient to handle train intact.

Section (f). Hump crews, consisting of riders in addition to foreman and two helpers, may be required to ride cars being switched over hump by other than their own crew. Hump crew, when used intact, may divide their time during shift by humping cars over more than one hump.

**ARTICLE 3  
OVERTIME**

Section (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; or when extra men are required by schedule rules to be used, 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. This rule applies only to service paid on an hourly or daily basis and not to service paid on mileage or road basis.

Question 119, Int. No. 1, Supplement No. 16: What compensation should be allowed for additional service where a crew is regularly assigned to work 12 midnight to 8 A.M. and (service performed not affected by exceptions outlined in this section)-

- (a) Is required to cover the third shift on the same day - 4:00 P.M. to 12 midnight?
- (b) Is required in an emergency to work 8:30 A.M. until 11:30 A.M.?
- (c) Is required in an emergency to work 8 P.M. to 12 midnight (four hours) on the same day?
- (d) Is given 48 hours notice and assignment is moved up an hour, starting at 11 P.M. and being relieved at 7 A.M., and consequently in the 24-hour period works nine hours, but not more than eight hours on a shift?

Decision:

- (a) Eight hours at time and one-half.
- (b) Eight hours at time and one-half.
- (e) Eight hours at time and one-half.

- (d) On account of complying with the 48-hour provision, which makes it permissible to change beginning time, crews only entitled to a minimum day.

And for extra switchmen, except for overtime paid on the minute basis, the following will apply:

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; and

In the application of this rule for extra switchmen 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 man 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 man changing to a regular assignment or a regularly assigned man 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.

Section (b). Switchmen will not be permitted to work two shifts on one calendar day provided extra switchmen who have not begun service on that day and who have not less than eight (8) hours to work within the Hours of Service Law, are available at the starting time of the second shift.

Switchmen will not be permitted to work two consecutive shifts, provided extra switchmen, who have not less than eight (8) hours to work within the Hours of Service Law, are available at the starting time of the second shift.

#### ARTICLE 4 ASSIGNMENTS

Section (a). Switchmen 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 practicable assignments shall be restricted to eight hours work.

Q Is it permissible to have regular crew on an assignment for a given number of hours, and have one or more members thereof on an assignment of a less number of hours?

A No regular member of the crew shall be assigned for a lesser number of hours than the number of hours for the crew as a unit.

Section (b). Should regular assigned switchman be relieved from duty prior to close of shift and overtime is earned by other members of crew, man so relieved will be paid the same as if he had continued on duty until close of shift, except as provided in Article 9(b).

Example: One member of crew works 3 P.M.-12 midnight and is relieved. Other members of crew continue until 1 A.M. Man relieved will be compensated the same as if continued with crew until close of shift, 1 A.M.

Section (c):

1. In yards at Ashland, Coos Bay, Gerber, Carlin, Mojave, San Luis Obispo, Indio, Santa Barbara and Roseburg, where switchmen are available, a yard crew will be used when it is anticipated that the amount of switching to be performed will exceed four (4) hours within a twelve (12) hour period-either 6 A.M. to 6 P.M. or 6 P.M. to 6 A.M.

2. In event there is no yard crew assignment in such yard within an adopted twelve (12) hour period, and there is in excess of four (4) hours switching performed by road crews collectively in that yard ' within such twelve (12) hour period, and there are available switchmen at the point, such available switchmen, who have not worked that day, constituting a crew, i.e., a foreman and two helpers, will be allowed a yard day; if less than crew of three switchmen available, then each individual so available and not used will be allowed a yard day.

Note: This Section (c) is modified by and subject to Article V of Agreement dated June 25, 1964, reading:

#### COMBINATION ROAD-YARD

The last yard crew assignment in a yard, or on a shift where more than one yard assignment is employed, may be discontinued under the following conditions: (Yard as used herein is defined to mean a common terminal point where a seniority roster for yard ground men is maintained.)

1. In the case of the last yard crew assignment in a yard, such assignment may be discontinued. If a joint study indicates that the average time consumed in switching is less than four hours within a spread of ten hours for ten consecutive working days. The ten hours referred to will begin concurrently with the starting time of the particular yard crew assignment. If switching increases to the point where there is an average of more than four hours of such work within any spread of the same ten hours for ten consecutive working days, as previously assigned, the yard crew assignment will be restored.

In the case of a yard crew assignment on a particular shift (in yards where more than one yard crew is operated), such yard crew assignment may be discontinued if a joint study indicates that there is an average of less than four hours switching within the spread of 12 hours for ten consecutive working days, this spread to begin at the starting time of the yard crew assignment which the carrier seeks to discontinue. In computing the time engaged in switching only the time consumed by the yard engine the carrier seeks to discontinue will be considered subject to the provisions of Section 10 hereof. The same formula will be adhered to in the restoration of the discontinued assignment, using the second twelve-hour period as set forth in Section 5.

Note: The studies referred to in this Section 1 shall be conducted in the following manner:

Where a carrier proposes to discontinue the last yard crew assignment in a yard or on a shift where more than one yard assignment is employed, it shall give ten (10) days' written notice of the proposed discontinuance to the representatives of the employees involved, advising the names of the carrier's officials who are designated as its representatives for the purpose of the study, and the date on which the study will begin. At any time prior to the date the study is to begin, the representatives of the employees involved shall advise the carrier of the names of their representatives for the purpose of the study. If such representatives are not so named, or fail to participate the study may be conducted by the representatives of the carrier. In either event, the result of the study shall be binding on the parties for the purpose of this rule.

The same procedure will be adhered to in conducting studies proposed by the representatives of the employees for the restoration of assignments that have been discontinued under the provisions of this Section 1.

2. The provisions of Section 1 hereof are not intended to impose restrictions in regard to discontinuing yard crew assignments where restrictions do not now exist.

3. Road crews may perform any yard service at yards where yard crews are not employed.

4. Road crews may continue to perform any yard service now permitted, without additional payments, if such payments are not now required.

5. 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.

6. No change in work permitted or compensation paid to combination assignments, such as Mine Run, Tabulated assignments, etc.

7. Switching service in yards by road crews when yard crew is not on duty, as a result of the discontinuance of yard crew assignment pursuant to Section 1 hereof, shall be paid for on the minute basis, with a minimum of 1 hour at appropriate yard rates.

8. If overtime accrues under applicable road overtime rules during the period switching is being performed, such overtime payments will be made in addition to the payments required under Section 7 hereof.

9. 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 Section 7 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.

10. The yard switching work for which compensation is previously allowed to road crews for that specific yard work and yard switching work by road crews which required penalty payments to yard crews will be considered switching for the purpose of Section 1 of this Article.

11. 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 per cent 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  
AGREEMENT YDM 2-81 - Effective July 10, 1968

1. Switchmen eligible for benefits under Item 2 of this Agreement will not be subject to the protective provisions of Article V, Item 11, Combination Road-Yard Agreement, dated June 25, 1964.

2. In any yard where three or less regular yard crew assignments are maintained (not counting relief assignments as one of the three but not excluding relief assignments from protection), and there is an abolishment or discontinuance of a yard assignment, or assignments, including but not limited to discontinuances made under Article V, Combination Road Yard Agreement, dated June 25, 1964, all switchmen who have been in active service in that yard for a period of one year or longer, including extra men who have been in active service, will be eligible for moving expenses and transfer allowances set forth in Item 3 of this Agreement if and when they elect to transfer to another yard on their seniority district. Active service as used herein does not exclude switchmen who have been granted short term leaves of absence or lay offs, nor those who become sick or injured during the year and later return to active service at that same yard or upon transfer to another yard. Switchmen who have not maintained eligibility for benefit coverage under the Health and Welfare program for a preponderance of time during the year immediately preceding the job abolishment are excluded from benefits under this Item.

3. The Company will pay all moving expenses connected with the moving of household goods and other personal effects, including traveling expenses for the employee and members of his family living in the same household. Movement of household goods and other personal effects shall not be undertaken prior to the time the Carrier shall have had the opportunity to review the manner in which the employee intends to accomplish such movement, and in no event shall the Carrier assume any liability for such movement prior to the time the Carrier has approved the method or means of accomplishing the movement. The Company will assume the expense for all crating, packing, pick-up, transportation, delivery, uncrating, and loss and damage in transit of household goods and personal effects. In addition, the Company will pay the employee's wage loss during the period of time required for the move and for a reasonable time thereafter (not to exceed 10 days) and will pay the employee a transfer allowance of \$400.00 in addition to all other benefits.

4. Switchmen eligible for moving expenses and transfer allowance under this agreement may elect instead to resign and accept a separation allowance based on the following table of allowances:

Length of Service	Separation Allowance
1 year and less than 2 years	90 days pay
2 years and less than 3 years	180 days pay
3 years and less than 5 years	270 days pay
5 years and over	360 days pay

of May 21, 1936 will not be entitled to retraining benefits.

5 (a). Switchmen eligible for moving expenses and transfer allowance under Item 2 who owns his own home in the locality from which he is required to move as result of the job abolishment shall, at his option, be reimbursed by the Carrier for any loss suffered in the sale of his home for less than the fair value. In each case the fair value of the home in question shall be determined as of a date sufficiently prior to the date of the event which resulted in the requirement to move in order that the fair value will be unaffected thereby. The Carrier shall in each instance be afforded an opportunity to purchase the home at such fair value before it is sold by the employee to any other party.

In determining whether loss is suffered and amount of loss, if any, in connection with the sale of the employee's home for less than fair value, the company will take into account charges assessed the employee for realty commission, title insurance fee, reconveyance fee, recording and escrow fees, internal revenue stamps, prepayment penalty on existing mortgage, and appropriate pro rata of (1) taxes, (2) insurance, and (3) interest during period involved when employee is actively endeavoring to sell his home for fair market value (or other listing concurred in by the Carrier), contingent in each case upon the employee having paid the charge or fee involved.

When seller assumes fee or discount cost of acquiring new loan, this will be paid by the Carrier if approved in advance.

Where maintenance is required to maintain fair market value of home, cost will be assumed by the Carrier, provided advance arrangements are made by employee with his employing officer.

Advances by the Carrier are on basis employee is actively endeavoring to sell home at fair market value (or other listing concurred in by the Carrier), and Carrier may assume home at fair market value if paying costs referred to in this section.

(b) If the employee is under contract to purchase his home, the Carrier shall protect him against loss to the extent of the fair value of any equity he may have in the home and in addition shall as of date of transfer relieve him from any further obligations under his contract.

(c) If the employee holds an unexpired lease of a dwelling occupied by him as his home, the Carrier shall protect him from all loss and cost in securing the cancellation of his said lease.

6. Changes in place of residence not caused by an employee being required to change the point of his employment as a result of job abolishment are not comprehended by this article. Neither does this article comprehend more than one change of residence caused by a single change in the employee's point of employment. No claim for loss under this article shall be paid if not presented within three (3) years (1095 consecutive

days) after the date of the event which resulted in the requirement to move.

7. Should a controversy arise in respect to the value of the home, the loss sustained in its sale, the loss under a contract for purchase, loss and cost in securing termination of lease, or any other question in connection with these matters, it shall be decided through joint conference between the representatives of the organization and the Carrier, and in the event they are unable to agree, the dispute may be referred by either party to a board of competent real estate appraisers, selected in the following manner: One to be selected by the Organization and the Carrier, respectively, and if they cannot agree, then these two shall endeavor, by agreement within ten (10) days after their appointment to select a third appraiser, or to select some person authorized to name a third appraiser, and in the event of failure to agree, then the Society of Residential Appraisers or a comparable organization shall be requested to appoint a third appraiser. A decision of a majority of the appraisers shall be required, and said decision shall be final and conclusive. The salary and expenses of the third or neutral appraiser, including the expenses of the appraisal board, shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them; except, that such expenses incurred by the Organization shall be paid by the employee involved. The salary of the appraiser selected by the Carrier shall be paid by the Carrier. The salary of the appraiser selected by the Organization shall be paid by the employee.

8. Nothing in this Agreement shall make it mandatory that any switchman transfer from one yard to another, nor shall the Agreement be applied to prevent the voluntary exercise of seniority of switchmen from one yard to another in their seniority district.

June 29, 1968 YDM 2-82

During discussions in connection with Mediation Case A-8251, it was understood and agreed that in the application of Article V, Combination Road-Yard Agreement dated June 25, 1964, the following will govern:

1. The ten consecutive working days in any checking period will exclude any holiday on which a yard assignment may properly be annulled.

2. In determining the amount of time consumed in switching, the actual time used to receive instructions pertaining to the work, time used to reach the point where work is performed and to return to the point from which started when work is completed, the actual time used to perform the switching, and any delays over which the employees have no control during the progression of the work will be counted as switching.

3. Switching work being performed by a yard assignment on the date notice is given to conduct a check pursuant to Item 1, Article V, will not be deferred to be performed by another assignment.

4. The General Chairman, UTU(S), will have the right to designate the starting time of the 10-hour period to be checked in connection with the restoration of the last yard assignment discontinued pursuant to the provisions of Item 1 of Article V.

5. More than one check or time study may be made in the same yard during the same consecutive working day period or during a portion of the same consecutive working day period provided separate notices are served for each time study, and further provided that the 10-hour or 12-hour periods to be checked shall not overlap.

Yours truly,  
C. A. Ball

ACCEPTED:  
John R. Burge  
General Chairman

#### ABOLISHMENTS - RE-ESTABLISHMENT

Section (d). If regular assignment is to be abolished, employees assigned thereto will be notified prior to expiration of assigned hours of duty on the last day the assignment works prior to abolishment, except in emergencies, in which event as much advance notice as possible will be given.

Section (e):

1. Yard assignments which are abolished will not be re-established prior to the expiration of three (3) calendar days. In the application of this paragraph the days off of an assignment will not be computed in arriving at the three (3) calendar days.

2. If work normally performed by an abolished assignment is taken over and performed by another assignment, the switchmen formerly assigned to the abolished assignment will be allowed one day's pay during any of the three calendar days involved, provided the volume of such work exceeds that of the assignment retained in the service.

Section (f):

1. Switchmen regularly assigned to yard assignments which are annulled for one or more days in the work week of their assignment will be allowed an amount equaling the regular earnings of their assignment for each day the assignment is annulled, except when such assignments are properly annulled on one of the recognized holidays as set forth in the National Agreements.

2. Switchmen standing for service on vacancies existing on assignment improperly annulled will be paid not less than they would have earned had they been called for service.

3. Switchmen regularly assigned to yard assignments which are to be annulled will be notified prior to the expiration of assigned hours of duty on the last day the assignment works prior to annulment. (See GEN 2-27 - Page 204 - Appendix B)

## LUNCH TIME

### ARTICLE 5

Section (a). Yard crews will be allowed 20 minutes for lunch between 4 1/2 and 6 hours after starting work without deduction in pay.

Section (b). Yard crews will not be required to work longer than 6 hours without being allowed 20 minutes for lunch, with no deduction in pay or time therefor.

Question: If a yard crew, through some unforeseen circumstances, be on duty say twelve hours, would the crew be entitled to a second period of twenty minutes in which to eat, and if so, when would it begin?

Answer: Paragraph (b) applies to both the first and second lunch periods. Crew would be entitled to second lunch period six hours after completing the first lunch period. In either case, switchmen will not be worked longer than six hours without being given an opportunity to eat.

Question: Under Paragraphs (a) and (b), provisions for lunch periods, must they be given within the prescribed time?

Answer: Yes. The lunch period must be given and completed within four and one-half and six hours.

Section (c). Switchmen called to work a second shift (double) will be allowed not to exceed one hour between shifts for the purpose of securing a meal.

Note: The one hour will be computed from the time switchman is relieved on the first shift except such time shall not be computed from more than thirty (30) minutes prior to the regular off duty time of job on which the switchman was working at the time called to double.

Section (d). The provisions of this Article will apply to herders who will, however, be held responsible for herding of engines and/or trains during lunch period provided for by Section (a).

### ARTICLE 6 STARTING TIME

Section (a). 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 forty-eight (48) hours advance notice.

Section (b). Where three eight-hour shifts are worked in continuous service, the time for the first shift to begin work will be between 6:30 A. M. and 8 A. M.; the second 2:30 P.M. and 4 P. M.; and the third 10: 30 P. M. and 12 midnight.

Section (c). Where two shifts are worked in continuous service, the first shift may be started during any one of the periods named in Section (b).

Section (d). Where two shifts are worked not in continuous service, the time for the first shift to begin work will be between the hours of 6:30 A.M. and 10 A.M., and the second not later than 10: 30 P. M. Section (e). Where an independent assignment is worked regularly, the starting time will be during one of the periods provided in Section (b) or (d).

Section (f). At points where only one yard crew is regularly employed, they can be started at any time, subject to Section (a).

Section (g). Switchmen working on extra yard engines, if the extra yard engine works six days within seven days, shall be compensated as follows:

1. Starting at various times between 6:30 A.M. and 2:29 P.M., compensate as follows: Starting between 6:30 A.M. and 8 A.M., compensate on basis of actual starting time; starting between 8 A. M. and 2:29 P. M., compensate as if brought on duty at 8 A.M.

2. Starting at various times between 2:30 P.M. and 10:29 P.M., compensate as follows: Starting between 2:30 P.M. and 4:00 P.M., compensate on basis of actual starting time; starting between 4 P.M. and 10: 29 P.M., compensate as if brought on duty at 4 PM.

3. Starting at various times between 10: 30 P. M. and 6:29 A.M., compensate as follows: Starting between 10:30 P.M. and 12 midnight, compensate on basis of actual starting time; starting between 12 midnight and 6:29 A.M., compensate as if brought on duty at 12 midnight.

4. Extra yard engines working less than six days within seven, switchmen will be compensated on the basis of actual starting time.

Section (h). Should a condition arise whereby it is considered necessary to start an engine at a time other than that prescribed by the provisions of this Article, the General Chairman and Local Chairman representing the yard involved will meet with proper representative of the Company for the purpose of considering and adjusting same.

Question: Are paragraphs (a), (b), (c) and (d) of this Article optional or mandatory on the part of the Company?

Answer: Said paragraphs are mandatory.

Question 126, Int. No. 1, Supplement No. 16: Should it be understood that Section (e) and (f) apply only to regular assignments, with no change in present practice for starting extra yard crews?

Decision: Yes.

Section (i). Extra yard engines worked five (5) shifts within a seven (7) day period starting within the same shift range, i.e., 6:30 A.M. - 2:29 P.M.; 2:30 P.M.-10:29 P.M. or 10:30 P.M.-6:29 A.M., will be established as regular assignments not later than the third (3rd) day subsequent to date of last shift worked and will not be subject to cancellation until after working at least one shift.

Note: The foregoing does not apply to extra yard engines called and used exclusively in work train service.

#### ARTICLE 7 CALCULATING ASSIGNMENTS AND MEAL PERIODS

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

#### ARTICLE 8 DESIGNATED POINT-BEGINNING ENDING DAY-LOCKER ROOMS

Section (a). Yard crews shall have a designated point for going on and off duty and their pay shall continue until they reach the point at which they started to work; this will not apply to herders and switchtenders.

Section (b). The point for going on and off duty will be governed by local conditions. In certain localities instructions may provide that yard crews will report at the hump, others report at yard office, and others at engine houses or ready tracks. It is understood that the place to report will not be confined to any definite number of feet, but the designation will indicate a definite and recognized location.

Section (c). At point where yard crews go on and off duty, the Company will provide locker rooms for switchmen separated from the toilet room by solid partitions, wash room and sanitary facilities which will be regularly cleaned and maintained, a standard full length steel locker for each switchman and sufficient tables plus seating facilities sufficient in number for lunch room purposes. Subject to local weather conditions, locker rooms will be cooled by air conditioning or adequately heated and ventilated in the winter months.

#### ARTICLE 9 SWITCHMEN FILLING POSITIONS OF OTHERS

Section (a). All switchmen filling the positions of others who are absent from duty or crews will receive the same rates of pay as the switchmen so relieved, provided, however, men so employed will receive not less than they would have received had they remained in their regular positions. (See YDM 1-132, Appendix B, page 168)

Section (b). Switchmen called for any trick shall be paid one day's pay whether work is furnished the entire time or not,

except switchmen relieved account sickness or insubordination will be paid only for actual time worked.

Section (c). The position of herders will be filled by switchmen receiving helper's rate of pay. It is understood that herders may be used to assist yard crews when not engaged in herding duties. It is also understood that switchmen may be assigned to perform a combination of herding and helper duties. (See YDM 125-265, Appendix B, page 197)

Section (d). Herding duties will be performed by switchmen and, where yard crew or herder is on duty, or where switchmen are available for call to perform service, Terminal Trainmasters, Yardmasters, and Assistant Yardmasters (excluding footboard yardmasters), will not be used to perform yard work such as herding or switching with road or yard engine. Nothing herein, however, will operate to prevent such supervisors from performing minor duties under circumstances where switchmen would not be deprived of the work.

(See Memorandum of Agreement YDM 2-56; Appendix "A" page 152)

Section (e). Herders and switchtenders will not be required to keep record of train movements or record of engine movements to and from roundhouse.

#### ARTICLE 10 CANNONBALL SERVICE

Section (a). Crews performing cannonball service West Oakland, South San Francisco and San Francisco Hill job will be paid one (1) hour at the applicable pro rata rate of pay per day in addition to regular time and overtime earned. This Article will apply to crew or crews serving Cement Plant, Colton, on dates service is performed and will also apply in other yards when required by proper authority to perform similar work at outlying points. Where days off are now allowed they will be discontinued.

Section (b). A member of yard crew used as herder will be paid cannonball rates under this Article if crew of which he is a part receives cannonball rates.

Section (c). Yard crew handling a cut, or cuts, of cars, on which air hose has been coupled by carmen, to outside points within yard limits, and crew is required to uncouple air hose between more than four (4) of these cars in placing them on industrial or other tracks at said outside points, rate shown in Section (a) will apply. It is understood that coupling and uncoupling air hose between engine and first car by switchmen is a part of their duties.

Example 1 - When required to couple or uncouple hose in setting out or picking up cars between yard and final set out point, rate shown in Section (a) applies.

Example 2 - Crew leaves Front Street, Sacramento, with cut of cars for Brighton, is required to couple air

on cut picked up or en route and returns to Front Street, rate shown in Section (a) applies.

Example 3 - Crew leaves Front Street, Sacramento, and takes cut of cars to Brighton. Air is coupled by carmen, and at Brighton crew picks up a cut of cars on which the air is coupled, returns to Front Street, will receive straight yard rates.

Example 4 - Yard crew arrives Brighton, couples engine onto cut of cars, cuts off a portion, switchman cuts hose and turns angle cock where cut is made. Compensation-yard rates.

Example 5 - Yard crew couples onto train tied up in terminal outside the train yard. To accomplish this it is necessary to use freight cars to make connection between yard engine and road engine, necessitating coupling air. Rate shown in Section (a) applies.

Example 6 - Yard crew couples onto train tied up in terminal outside train yard and takes train to destination in terminal. Receives straight yard rates.

Example 7 - Yard crew moves a cut of cars Oakland Yard to Stock Yards, returns with light engine or returns with cut of cars on which the air is coupled at Stock Yards. Compensation-straight yard rates.

Example 8 - Yard crew handles cut of cars West Oakland to Emeryville and required to make three cuts in order to store cars at Emeryville. Compensation-straight yard rates.

Example 9 - Yard crew, Los Angeles Yard, goes to General Petroleum Oil Spur, picks up cars, doubles over, picks up additional cars necessitating coupling one hose at the point of doubling over, handling cut to train yard, Los Angeles. Straight yard rates. If required to couple additional hose, rate shown in Section (a) applies.

Example 10 - Yard crew performs industrial service and not necessary to couple or uncouple hose, compensation straight yard rates.

Note: These examples are illustrative and will apply in similar movements.

It is further understood this does not change any of the present practices of switchmen cutting road crossings, crossovers and recoupling in case of break-in-twos.

It is understood that Article 17 is not modified except as provided in Section (c) and Examples 1 to 10 inclusive.

#### AGREEMENT YDM 1-281 Effective March 1, 1956

1. There will be no prohibitions against switchmen coupling or uncoupling air, steam or signal hose or bleeding cars except they will not be required to couple or

uncouple steam hose or bleed cars in a train yard unit or train yard units of a yard where car repairers or car inspectors are on duty for the purpose of inspecting trains.

NOTE: Practices in effect relating to the use of either car repairers or car inspectors or switchmen for the purpose of bleeding cars outside of train yard units or coupling and uncoupling steam hose in any area of a yard will be continued so long as car repairers or car inspectors are on duty for the purpose of inspecting trains in any train yard unit of a yard.

2. Payment for coupling or uncoupling air or signal hose under conditions entitling a yard crew to payment for such service, coupling or uncoupling steam hose or bleeding cars when not prohibited from doing so, will be an additional hour at the applicable pro rata rate to each member of a yard crew, though only one member actually performs the service, and though any of the services are performed more than once during a tour of duty by one or more members of a yard crew.

3. Members of a yard crew will only be required to bleed cars, couple or uncouple air, steam or signal hose, on cars to be handled by their own crew. Herders will only be required to couple or uncouple steam hose or bleed cars when assisting a yard crew except they may be required to couple or uncouple steam hose in connection with herding duties.

4. This agreement cancels and supersedes the application of that part of the Cheney Arbitration Award, rendered August 1, 1951, adopted as of September 1, 1951, on this property, dealing with the "coupling function:" and does not revise Articles 10 and 17 of the Agreement of November 16, 1939, except to the extent set forth herein.

#### ARTICLE 11 SWITCHMEN DEADHEADING

Switchmen deadheading at the instance of the Company will be paid as follows:

~~Section (a). When deadhead movement covers distance of 50 miles or less or consumes four hours or less, switchmen will be allowed four hours at yard helper's rate. When distance is in excess of 50 miles or time consumed is in excess of four hours, switchmen will be allowed eight hours at yard helper's rate, except if time consumed is in excess of eight hours, deadhead will be compensated on the basis of actual time consumed deadheading at yard helper pro rata rate. Time to be computed continuously from time started deadhead to time deadhead completed. Minimum of one yard day at yard helper's rate will be paid for the deadhead if no other service, including deadhead, is performed within 24 hours from the time first deadhead is begun.~~

Note: ~~This rule will not apply to switchmen going from one point to another within the same terminal.~~

~~Section (b). Switchman deadheads to intermediate point, or points, and is required to wait for train connection, will be paid the same as if waiting time had not occurred, and, in addition, thereto will receive pay for actual time waiting after the first hour to and including the ninth consecutive hour after arrival at waiting point; for the next eight (8) hours waiting for train connection following the first nine (9) hours, will not receive compensation for waiting; for the next eight (8) hours or less waiting for train connection, will receive compensation for waiting, and so on until deadhead trip is completed. Payments for waiting will be at one eighth (1/8) of the daily yard helper's rate.~~

~~Delays to train, or trains, on which switchman is deadheading will not be considered "waiting"~~

~~Section (c). Regularly assigned switchmen deadheaded at the instance of the Company for the purpose of performing road service or in returning from work in road service will be compensated for such deadhead on the basis of actual miles traveled or hours consumed, whichever is the greater, with a minimum of eight hours (100 miles). Payment under this section will be at the pro rata rate applicable to the service to which regularly assigned.~~

~~Extra switchmen deadheaded at the instance of the Company for the purpose of performing road service or returning from work in road service will be compensated for such deadhead in accordance with applicable road agreement provisions.~~

~~Section (d). When extra switchmen sent to an outside point for service are relieved at the outside point and authorized to return to their home terminal, if train service is not available on which they can leave the outside point to travel to their home terminal in not to exceed six (6) hours from the time they are relieved from service at the outside point, they will be furnished free transportation via bus line, if such bus service is available. This, however, will not apply to extra switchmen placing themselves at the outside point in the exercise of their seniority or who are relieved at the outside point at their own request or to exercise their seniority before completion of the service for which they were sent to the outside point, and with the understanding that if bus transportation is not available, as herein set forth, the Company will not be penalized beyond the provisions of this agreement if the extra switchmen are required to remain at the outside point until train service is available upon which they may travel to their home terminal.~~

#### *DEADHEADING - Article VI of the October 31, 1985 UTU National Agreement*

##### *Section 1 - Payment When Deadheading and Service Are Combined*

*(a) 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*

##### *Section 2 - Payment for Deadheading Separate from Service*

*(a) For Pre Oct. 31, 1985 employees - A minimum day, at the basic rate applicable to the class of service performed, shall be allowed for the deadheading unless actual time consumed is greater, in which event the latter amount will be allowed.*

*(b) For Post Oct. 31, 1985 employees - Compensation on the minute basis, at the basic rate applicable to the class of service 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 deadhead 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 allowed.*

*A minimum of a basic day also will be allowed where two separate deadhead trips, the second of which is out of other than the employee's home terminal, are made with no intervening service performed. Non-service payments, such as held-away-from-home terminal allowance will not count toward the minimum of a basic day provided by this Section 2(b)*

#### *UTU POSITION ON PROPER APPLICATION OF ARTICLE VI - DEADHEADING AGREEMENT OF OCTOBER 31, 1985*

*Q-14 When deadheading is combined with yard service, how is the crew to be compensated?*

*A-14 The crew receives compensation at yard rates of pay. Since there is no mileage component in the assignment, overtime commences eight (8) hours after the crew reports for the deadhead portion of the trip and continues until the crew goes off duty at the same point.*

#### *ARTICLE 12 SENIORITY SWITCHMEN*

Section (a). Switchmen will be promoted in their respective yards, helper to foreman, foreman to yardmaster; seniority and ability to govern. As a prerequisite to promotion to yardmaster, it will be necessary for the applicant to have served at least one (1) year (306 days) as engine foreman in yard where promoted; except where new yards are established, senior engine foreman with one (1) year's (306 days) experience on the seniority district, shall be eligible for position as yardmaster in accordance with this Section. Should switchman promoted to yardmaster not be familiar with the work and territory which he is to supervise, he will familiarize himself with the work and territory without additional expense to the Company.

If Senior switchman standing for promotion to yardmaster is not available as result of sickness, vacation or leave of absence, and it is necessary to promote a junior switchman the senior switchman will be allowed five (5) days after becoming available to elect whether he desires to accept the promotion; if he elects to accept the promotion, the seniority date as yardmaster which would have been acquired by the junior switchman, shall be accorded the senior switchman and the

junior switchman will not thereby establish a seniority date as yardmaster.

Should switchman standing for promotion to yardmaster, or to fill vacancy as such, decline to accept, he will do so in writing, and in either case he will forfeit his right to yardmaster work for a period of six months (180 days).

At the expiration of six months, he will again be eligible for promotion and assignment to regular position as yardmaster, and to fill temporary yardmaster vacancies provided he notifies proper authority in writing of his desire to be used.

Switchmen promoted to position of yardmaster will retain their seniority as switchmen. If, after switchman is promoted to regular position as yardmaster, the position is discontinued or he is displaced, he will be privileged to exercise his switchmen's seniority to acquire a position, but will not be privileged to work as switchman, when his seniority entitles him to a regular position as yardmaster. If loses position as yardmaster and if privileged to displace a switchman, such displacement must be made within five (5) days after loss of position as yardmaster, except if on leave of absence, or if off duty account sickness or injury, displacement must be made within five (5) days from date of return.

Should a switchman promoted to position of yardmaster be demoted, he will be privileged within five (5) days of said demotion (or if on leave of absence account sickness or otherwise within five (5) days from date of return), to displace a junior switchman. Superintendent will notify Local Chairman of such demotion within five (5) days after demotion.

Note: The title "yardmaster" as used in this Section will include General Yardmaster (except at large and important terminals), Assistant General Yardmaster, Yardmaster and Assistant Yardmaster. (See YDM 79-10; YDM 133-26; YDM 192-39 of March 17, 1953 and August 19, 1954, Appendix B, pages 196, 200 and 201.)

Section (b). The senior switchman in point of service will have the choice of engines. (See Agreement "A," Article 3-Five-Day Work Week, Appendix A; GEN 2-27 of March 25, 1952; YDM 1-132; YDM 1-148; YDM 1-220; YDM 1-296; YDM 16-15 of May 1, 1952, December 2, 1952 and March 12, 1954. Appendix B, pages 84, 202, 168, 184, 188, 193 and 194.)

Section (c). Should a foreman give up his position, or elect not to perform service as a foreman, he will not forfeit his rights as such.

*Article V of the Nov. 1, 1991 National Agreement*  
*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.*

*Article VI of Attachment AB® of the Oct. 20, 1997 Agreement*

*(A) All employees must take promotion to conductor subject to the following: A pre-October 31, 1985 employee who can hold any job other than a conductor's position will not be obligated to take the conductor's examination. If, however, the employee is later unable to hold such a position, the employee will be given thirty (30) days in which to take promotion. Failure to do so will disqualify the employee from holding a position. When conditions exist that require an employee to take the conductor's examination, such employee will also be subject to any penalties that may be imposed through the National Agreement.*

*(B) The Carrier will hold promotion classes on a regular basis to provide the opportunity for non-promoted trainmen to qualify. Mileage and/or time limits as a brakeman/yardman that may have existed previous to the 1991 National Implementing Agreement governing promotion are no longer applicable.*

Section (d). Superintendents will prepare seniority lists of all switchmen within their jurisdiction who have prior seniority rights on their Division semi-annually and have them open for inspection; Local Chairman, UTU (S), will be supplied with a copy. Local Chairman will carefully review all seniority lists so furnished and should he discover any errors or omissions, he will call the matter to the attention of Superintendent for correction. No corrections will be made in any seniority list after three (3) months from date issued except where corrections are pending with management and committee.

Section (e):

1. Where callers are maintained, extra switchmen will be called within the limits prescribed by Superintendent, one hour and thirty minutes, as near as practicable, before time for starting work. Switchmen called to relieve other switchmen released during their tour of duty account of sickness or injury will report for work as soon as possible. If the senior extra switchman, or first-out switchman on rotary extra boards, is not called in turn through no fault of his own, he shall be allowed four (4) hours at the highest straight time rate applicable to any of the positions for which he may have been runaround except that if no service is performed through no fault of his own prior to the next subsequent shift range he shall be ~~allowed eight (8) hours at the highest straight time rate applicable to any of the positions for which he may have been runaround.~~ (See Note Below) A switchman who is runaround will retain his standing for subsequent service. Switchmen having telephone and furnishing number thereof to officer in charge will be called by phone.

*NOTE: Article XXIII of the November 16, 1993 Agreement*

*Article 12, Section (e)1 of the Switchmen's Agreement shall be modified with respect to an extra switchman who is not called in turn and who performs no service prior to the next subsequent shift range, through no fault of his/her own. Such extra switchman will be allowed the amount of earnings he/she would have made, except crew consist special allowances, if he/she had been properly called in turn.*

2. The calling limits prescribed by the Superintendent for extra switchmen, as referred to above, will be a two (2) mile radius from the office from which calls are placed. A map defining the calling limits shall be prepared by the Superintendent, furnishing one map to the Local Chairman UTU (S), and posting one map on the appropriate bulletin board.

3. Switchmen desiring to lay off, must obtain permission of proper local officials, at least two and one-half (2 1/2) hours in advance of the time they are due to report. Switchman reporting for duty after lay-off must notify proper local officials two and one-half (2 1/2) hours in advance of starting time of his assignment. Extra switchmen desiring to lay off must obtain permission of proper local officials at least two and one-half (2 1/2) hours in advance of time they desire to lay off, and on reporting for duty after lay-off, they shall give not less than two and one-half (2 1/2) hours advance notice prior to 6:30 A.M., 2:30 P.M. and 10:30 P.M.

~~Extra switchmen, other than those on rotary (first in, first out) extra boards, who lay off on a day on which they started service will not be available for service on the next subsequent day provided there are extra switchmen available with not less than eight (8) hours to work under the Hours of Service Law.~~

~~Extra switchmen, other than those on rotary (first in, first out) extra boards, who lay off on a day on which they have not started service will not thereafter be available for service that day provided there are other extra switchmen available with not less than eight (8) hours to work under the Hours of Service Law.~~

~~Note:—The second and third paragraphs of Article 12, Section (e) 3, are not applicable to switchmen relieved during their tour of duty account sickness or injury.~~

4. Under the following circumstances, arising after the board has been called, or during calling of the board, the switchman standing next for service will be called and used:

~~(a) — In case where switchman cannot be found by caller at his residence or place designated by him where he will be found when wanted for service.~~

~~(b) — In case of sickness, accident, wrecks, failure to report for duty or failure to give notice set forth in paragraph 2.~~

~~(c) — In case of telephone failures where man called resides outside calling limits.~~

4 A. The seniority extra board and no-bid vacancy rules will be amended as follows:

1. All seniority extra boards will become rotary extra boards working first-in, first-out.

2. Whenever a vacancy goes no-bid, the Carrier may fill that vacancy from the reserve board if available, or then the senior furloughed employee. If none available, then the junior employee on the extra board covering that position will be assigned. Vacancies on the extra board will be filled from the reserve board or the senior furloughed employee.

B II. The guarantee on these extra boards shall be as follows:

A. Combination brakeman/switchman or separate brakeman  
1925 miles per pay period at the brakeman-s basic local freight rate of pay for the 1-80 car bracket.

B. Yardman  
11 days per pay period at the 5-day yard helper rate of pay.

C. Conductor or Conductor/brakeman or Conductor/brakeman/switchman  
1925 miles per pay period at the conductor-s basic local freight rate of pay for the 1-80 car bracket.

These rates of pay are subject to all subsequent adjustments in wages and COLA.

III. Payment of the guarantee will be made in the payroll half following the payroll half in which the guarantee payment was incurred.

IV. The Reserve Board, as provided for in Article IX of this Agreement, will not be used to supplement the guaranteed extra boards.

V. All guaranteed extra boards (GXB) will be regulated by the Carrier subject to the obligation of the Carrier to keep a sufficient number of employees on such boards to permit reasonable absence privileges (including personal leave and vacation). In that regard, Carrier agrees to maintain a minimum number of extra board employees equal to twenty percent (20%) of the assignments (positions) protected by such board.

5. If an extra switchman is called for a vacancy that does not exist and as a result is runaround by a junior extra switchman, he shall be compensated for the runaround under paragraph 1. Under same conditions, if he is not runaround by a junior extra switchman, he shall receive payment of four (4) hours for erroneous call, except that if switchman can be used on another job starting at the same time and point for which called, the four (4) hours for erroneous call will not be allowed.

6. Switchmen will not be allowed to work through two shifts when other qualified switchmen are available; if so used, extra switchmen standing first out shall be compensated in accordance with paragraph 1.

~~Section (f).—On the following seniority districts, Division seniority for switchmen and switchtenders became effective:~~

Division \_\_\_\_\_ Date  
Shasta \_\_\_\_\_ Nov. 1, 1930  
San Joaquin \_\_\_\_\_ May 1, 1931

Stockton May 15, 1931  
Salt Lake Dec. 1, 1931  
Portland Dec. 1, 1931  
Coast Dec. 1, 1931  
Western July 1, 1933  
Tucson June 1, 1935  
Los Angeles Feb. 15, 1937

1. ~~Except as hereinafter provided, each switchman and switchtender will hold priority seniority in one yard on each division, also the same seniority date and a number indicating his seniority standing on the division; however, switchmen and switchtenders entering the service subsequent to the date division seniority became effective, will hold seniority rights on their respective divisions, but will not hold priority seniority in any yard.~~

2. ~~One seniority list will be maintained showing the seniority date and numerical seniority standing of each switchman on the division beginning with senior switchman on the division, also their numerical seniority standing in the yard where the switchmen hold priority seniority, except that this will not apply to the Sacramento Division.~~

3. ~~Division seniority for the Shasta District and Sacramento District consolidated became effective April 1, 1933.~~

~~One seniority list will be maintained for the Sacramento Division, showing the seniority date and numerical seniority standing of each switchman on the division beginning with the senior switchman on the division, the numerical seniority standing on each the Sacramento and Shasta Districts, also the numerical seniority standing in the yard where the switchman holds priority seniority. Switchmen entering the service subsequent to April 1, 1933, will hold seniority rights on the Sacramento Division, but will not hold priority seniority in any yard, or on either the Sacramento or Shasta seniority district.~~

4. ~~Division seniority for the Western District and Stockton District consolidated became effective July 1, 1951.~~

~~One seniority list will be maintained for the Western Division showing the seniority date and numerical standing of each switchman on the division, beginning with the senior switchman on the division, the numerical seniority standing on each the Western and Stockton Districts; also the numerical seniority standing in the yard where the switchman holds prior seniority. Switchmen entering the service on and subsequent to July 1, 1951, will hold seniority rights on the Western Division but will not hold priority seniority in any yard, or on either the Western or Stockton seniority district.~~

#### MEMORANDUM OF AGREEMENT YDM 1-324

1. ~~Effective March 1, 1960, the seniority lists of switchman/yardman on the Tucson Division Seniority District, the Rio Grande Division and Nogales, Arizona, Yard will be~~

Sacramento June 1, 1931  
~~consolidated and switchmen/yardmen will thereafter hold and acquire seniority rights as hereinafter provided.~~

2. ~~All switchmen/yardmen who acquired and hold seniority in that capacity prior to March 1, 1960, will have priority rights on their respective Seniority District or Division and in addition will retain any existing yard priority.~~

3. ~~On March 1, 1960, all switchmen/yardmen affected hereby will acquire consolidated seniority rights on each Seniority District or Division other than the one on which they hold priority seniority rights by placing switchmen/yardmen from the Tucson Division seniority roster and Nogales, Arizona, Yard seniority roster at the bottom of the Rio Grande Division seniority roster in a dove tailed arrangement, based upon their respective seniority dates, to govern their seniority standing on the Rio Grande Division following priority Rio Grande Division yardmen; similarly by placing the yardmen of the Rio Grande Division and Nogales, Arizona, Yard at the bottom of the Tucson Division seniority roster in a dove tailed arrangement, based upon their respective seniority dates, to govern their seniority standing on the Tucson Division Seniority District following priority Tucson Division Seniority District switchmen; and by placing Rio Grande Division yardmen and Tucson Division Seniority District switchmen at the bottom of the Nogales, Arizona, Yard seniority roster in a dove tailed arrangement, based upon their respective seniority dates, to govern their seniority standing at Nogales, Arizona, Yard following priority Nogales, Arizona, Yard yardmen.~~

4. ~~Switchmen/yardmen entering the service on and after March 1, 1960, will hold seniority rights on the consolidated list but will not hold priority seniority in any yard or on any seniority district.~~

5. ~~One seniority list will be maintained for the Tucson Division Seniority District, Rio Grande Division and Nogales, Arizona, Yard switchmen/yardmen, showing the seniority date of each switchman/yardman, their division seniority priority number and yard priority number, and numerical standing on the consolidated list where division and/or yard priority is not held. In addition, an alphabetical list of the consolidated seniority roster will be maintained.~~

6. ~~In the event yard service is discontinued at any point and later restored, switchmen/yardmen holding priority seniority in that yard as of the date yard service was discontinued will have such priority seniority automatically restored.~~

7. ~~The Company will prepare the consolidated seniority list, and alphabetical list semi annually and have the list open for inspection. Copies will be furnished to the UTU(S) Local Chairman involved and General Chairman, UTU (S). The Local Chairman will carefully review the lists and report any errors or omissions.~~

~~8. The provisions and interpretations of the respective Agreements covering switchmen/yardmen (Agreement of Sept. 1, 1956, as revised, effective on the Tucson Division Seniority District; Schedule of Pay and Regulations effective Nov. 1, 1924, as revised, effective on the former E. P. & S. W. Rio Grande Division; and Nogales, Arizona, Yard Agreement of December 1, 1941, as revised), will continue their respective applications, and the provisions of each of the Agreements are only relaxed to the extent set forth therein.~~

~~MEMORANDUM OF AGREEMENT YDM 1-366~~

~~1. Effective March 1, 1972, the seniority rosters of switchmen on the San Joaquin and Los Angeles seniority districts will be consolidated and those switchmen will thereafter hold and acquire seniority rights as hereinafter provided.~~

~~2. All switchmen who acquired and hold seniority in that capacity prior to March 1, 1972, will have priority rights on their respective seniority district and in addition will retain any existing yard priority.~~

~~3. On March 1, 1972, all switchmen affected thereby will acquire consolidated seniority rights on the seniority district other than the one on which they hold priority seniority rights by placing switchmen on the San Joaquin seniority district roster at the bottom of the Los Angeles seniority district roster in their respective seniority order, to govern their seniority standing on the Los Angeles seniority district following priority Los Angeles seniority district switchmen and by placing switchmen on the Los Angeles seniority district roster at the bottom of the San Joaquin seniority district roster in their respective seniority order, to govern their seniority standing on the San Joaquin seniority district following priority San Joaquin Division seniority district switchmen.~~

~~4. Switchmen entering the service on or after March 1, 1972, will hold seniority rights on the consolidated list but will not hold priority seniority in any yard or on any seniority district.~~

~~5. One seniority list will be maintained for the consolidated seniority district, showing the seniority date of each switchman, their seniority district priority number and yard priority number and numerical standing on the consolidated list where seniority district and/or yard priority is not held. In addition, an alphabetical list of the consolidated seniority roster will be maintained.~~

~~MEMORANDUM OF AGREEMENT YDM 1-368~~

~~IT IS AGREED THAT the seniority rights of switchmen whose names appear on the following Switchmen's Seniority Rosters:~~

- ~~(a) Coast District~~
- ~~(b) Consolidated Los Angeles San Joaquin District~~
- ~~(c) Consolidated Sacramento Shasta District~~

- ~~(d) Consolidated Tucson Rio Grande Nogales District~~
- ~~(e) Consolidated Western Stockton District~~
- ~~(f) Portland District~~
- ~~(g) Salt Lake District~~

~~are consolidated subject to the following conditions:~~

~~1. Switchmen whose names appear on the foregoing Switchmen's Seniority Rosters as of March 31, 1972, shall be placed on a System Consolidated Seniority Roster and will be ranked in accordance with their seniority date on their original seniority district.~~

~~2. Switchmen employed on or prior to March 31, 1972, shall have and retain all priority seniority rights as switchmen on their respective seniority districts which were in existence prior to the effective date of this Consolidation Agreement.~~

~~3. In the event two or more switchmen establish seniority dates on their original seniority districts on the same date, they will be placed on the newly consolidated seniority roster in accordance with the order in which they went on duty for the service, which established their seniority, providing such information is available from Carrier's records; if not so available a lottery drawing will be made to determine the order of standing on the consolidated seniority roster.~~

~~4. Switchmen employed subsequent to March 31, 1972, will not hold priority seniority rights as switchmen but will be placed on the system consolidated seniority roster and will rank in accordance with the date and time they performed their initial service which establishes their seniority. In the event two or more switchmen perform initial service as switchmen at the same time and date, a lottery drawing will be made to determine the order of standing on the consolidated seniority roster.~~

~~5. Switchmen will be permitted to voluntarily transfer from one yard to another subject to the terms and conditions of applicable agreement provisions.~~

~~6. In the application of this Agreement the method of handling bulletin applications or vacancy and assignment notices will not be extended beyond that now in effect unless mutually agreed to; however, those switchmen desiring information concerning other yards may utilize Carrier's telephone facilities to obtain such information.~~

~~This Memorandum of Agreement is effective March 31, 1972, and will remain in effect subject to change or revision under the procedure set forth in Section 6 of the Railway Labor Act, as amended.~~

~~Signed at San Francisco, California, this 2nd day of May, 1972.~~

~~FOR THE EMPLOYEES:~~

~~John R. Burge, General Chairman,  
United Transportation Union (Switchmen)~~

~~FOR THE COMPANY:  
Manager of Labor Relations~~

(Note: See YDM 1-240, Appendix B, page No. 190.)

Section (g): (YDM 2-96 effective 7-26-74)

(a) Switchmen in one yard will not be required to augment a switchmen's extra board at another yard.

(b) In the event a switchman vacancy cannot be filled by available switchmen at a yard, or by brakemen under Section 3 of Memorandum of Agreement GEN 154-18, the junior available extra switchman at another yard will be called and required to accept such vacancy. An extra switchman called for service in another yard who lays off when called or lays off at the yard to which sent before entitled to request relief will not be permitted to again mark up until the vacancy he stood to fill ceases to exist or until the off-duty time of the vacancy the day immediately preceding the first day off of the vacancy. Extra switchmen filling vacancies at another yard will be released and deadheaded to their home yard at the conclusion of the yard vacancy, or, upon request, at the end of the last tour of duty preceding the first off day of the position being filled, whichever occurs sooner.

(c) Local Chairman may, by giving ten (10) days' notice in writing, provide for use of the senior switchmen. Such notice will continue in effect until removed by ten (10) days' written notice.

Section (h):

(a) Switchmen eligible for "suitable lodging" under existing agreements when required to fill vacancies at away-from-home yard shall be granted lodging at away-from-home yard as follows:

(1) A single occupancy bedroom, bed to be equipped with innerspring mattress or equivalent, sufficient blankets with clean linens (sheets, pillow cases, soap and towels). These rooms will have adequate bathing and toilet facilities, including wash basin, accessible and adjoining thereto.

(2) The room shall be cooled or heated where climatic conditions normally require such cooling or heating.

(3) The bedroom, bathrooms and toilet facilities shall be kept in a clean and sanitary condition.

The employees will cooperate in keeping such facilities in the condition referred to above by maintaining clean personal habits and avoiding damage to or loss of furniture and other items furnished.

Where lodging provided by the carrier is more than one mile from the on and off duty point, the carrier shall provide suitable transportation, which includes carrier-owned or provided passenger carrier motor vehicles or taxi, but excludes other forms of transportation.

~~L. W. Sloan,~~

(b) In the application of (a) above, at yards where employees qualify for lodging, the ~~carrier~~ *employee* will have the option of:

(1) ~~Providing~~ *Accepting* suitable lodging, or

(2) ~~Providing~~ *Accepting* an allowance in lieu of lodging. Such allowance to be based on the local circumstances at the location involved. An employee qualifying for lodging will be allowed ~~\$3.50~~ *\$20.00* in lieu of lodging ~~or he may obtain and pay for lodging at an establishment designated by the carrier and present a bona fide receipt therefor, in which event the actual lodging expense will be paid.~~

Section (i). Switchmen or switchtenders voluntarily leaving the service of the Company lose all rights under this agreement, and if they again enter the service must take their places as new men. (See YDM 1-182, Appendix B-page 188)

### ARTICLE 13 SWITCHTENDERS

~~Section (a). Switchtenders will hold no rights in yard service and switchmen will hold no rights as switchtenders; except positions now filled from the ranks of switchmen and paid yard helper rates will be filled in the same manner and paid on the same basis in future.~~

~~Section (b). Switchtenders will be allowed 20 minutes for lunch between four and one half and six hours after starting work without deduction in pay, but will be held responsible for their regular duties during lunch period.~~

~~Section (c). In filling vacancies in position of switchtenders, preference shall be given to switchmen disabled in the service of the Company, when such injuries do not unfit them for such duties; when no injured switchmen are available, disabled roadmen whose injuries are such as not to unfit them for the duties of switchtenders will be next considered.~~

~~Section (d). In filling temporary vacancies of switchtenders, when no extra switchtenders are available, the senior available extra switchmen will be given preference, switchtenders' rates to apply. However, if extra switchmen are called to fill positions of switchtenders when there are junior switchmen available who are used in the position of switchmen, such switchmen required to fill the switchtenders' positions will be paid not less than yard helper's rates.~~

~~Section (e). Superintendents will prepare a seniority list of all switchtenders within their jurisdiction in accordance with Sections (d) and (f), Article 12.~~

~~Section (f). Switchtenders will not be required to couple engines to, or uncouple engines from trains, neither will they be required to couple or uncouple air hose or other connections between two or more engines.~~

### UTILITY POSITIONS

*Utility positions may be established under the following conditions:*

A. Utility positions may be established in any yard or at any outside point where a regular assignment may be established.

B. Utility positions may assist both road and yard crews in the performance of their duties. It is not intended that the Utility position will perform the conductor-s or foreman-s paperwork. It is not the intent of this agreement to create engineer only positions and have the utility assignment perform the groundwork for that engineer. The Utility position is to assist both assignments with ground crews assigned and single assignments permitted by current rules.

C. Utility positions will be paid the applicable foreman-s rate of pay.

D. If a Utility position is called extra at the same yard or outside point and in the same starting time bracket for the yard and within one and one-half hours for outside points for four (4) consecutive days, the position shall be bulletined as a regular utility assignment.

E. Utility positions established in yards shall be governed by yard starting time rules, where applicable. Utility positions established at outside points shall be governed by starting time rules governing locals or road switchers, if any. The five (5) day work week provisions shall apply to assignments established in yards and assignments established at road points may be established for 5,6 or 7 days with the days being consecutive.

F. Utility positions established in yards will be restricted to the road/yard service zone limits established by applicable National Agreements, currently 25 miles. Utility positions established at outside points will be governed by road limits of 25 miles in all directions. Employees assigned to Utility positions will not be required to drive their own vehicles within these limits while performing their duties.

G. If an employee assigned to or working a Utility position is assigned to a crew because a conductor/foreman or brakeman/helper has failed to show for work or has gone home sick, the Utility person shall remain with the crew for the remainder of the shift. The Utility person shall be paid the rate of the position worked or of the utility position whichever is greater.

#### Questions and Answers for Attachment A Utility Positions

Q 1. What facilities must be at the location of the utility assignment?

A 1. The same facilities that are required for a yard crew or local/road switcher.

Q 2. Must the Utility position have the same on and off duty point?

A 2. Yes.

Q 3. Can this assignment work alone?

A 3. The purpose of this assignment is to expedite traffic by assisting other crews. In performing those duties, the Utility assignment is intended to be attached to or work in concert with another crew. The Utility assignment shall be assigned to only one crew at a time and shall be in personal, radio,

signal or other contact with the crew it is assisting prior to performing duties for or in conjunction with that crew.

Q 4. Can you give some examples to answer 3?

A 4. A Utility person may be required to do whatever a brakeman/helper could do when instructed to do so by the conductor/foreman.

Q 5. What impact does the utility person have on the calculation of work events?

A 5. None.

Q 6. May a Utility person assist crews from more than one seniority district?

A 6. Yes. In some locations crews from different seniority districts will perform work. A Utility person who holds seniority at such a location may assist any crew that operates into, out of and/or through that location.

Q 7. If a Utility person is attached to a crew and the crew is entitled to an arbitrary payment will the Utility person also receive the arbitrary?

A 7. Yes, if their seniority date would have qualified them for the payment if they had been a regular assigned member of the crew.

Q 8. May a Utility person be used off of their seniority district?

A 8. Yes, if current agreements permit the crew he/she is working with to be so used. For example, a yard crew may be used within the road/yard zone in accordance with the National Agreement even if it is outside their seniority district and a Utility person working with that crew may also be used in the same manner as part of that crew.

Q 9. If a Utility person is assigned in accordance with paragraph (G), does he/she lose the Utility person designation?

A 9. Yes, the Utility person would then be part of another crew and could no longer act as a Utility person.

Q 10. Is the answer to Question 9 intended to apply to road assignments?

A 10. No the provisions are not intended to supersede or circumvent applicable vacancy procedures for road assignments. The provisions are not intended to have Utility positions go beyond the mileage or road/yard zone limitations.

Q 11. If a conductor/foreman fails to show or has gone home sick and a brakeman/helper is assigned to the job and the Utility person is assigned who becomes the conductor/foreman?

A 11. The brakeman/helper if qualified; otherwise, the utility person.

Q 12. Is the Carrier required to assign the utility person as a permanent member of a crew in the above situation?

A 12. No.

Q 13. How will a Utility person know whether they are assigned to a crew or just assisting a crew in that situation?

- A 13. *They will be so instructed by a supervisor. Should any doubt arise the utility person should specifically ask. If so instructed he/she should contact CMS at the first opportunity and advise that they have been made part of the crew and should so indicate on their time record when tying-up.*
- Q 14. *If an assignment is bulletined or called with a crew comprised of a conductor and one brakeman or a foreman and one helper may the Carrier operate this assignment as two assignments?*
- A 14. *No.*
- Q 15. *Does the presence and/or attachment of a Utility position affect the answer to Question 14?*
- A 15. *No.*
- Q 16. *What assignments may be assisted by a road Utility position and/or a yard Utility position?*
- A 16. *The road and/or yard Utility positions may assist both road and yard assignments.*
- Q 17. *What seniority will be used for filling Utility assignments?*
- A 17. *Yardman-s seniority in a yard and brakeman-s seniority for road assignments.*
- Q 18. *May relief Utility positions be established?*
- A 18. *Yes, at the same location on the road unless mutually agreed otherwise or in the same terminal.*
- Q 19. *When will road or yard Utility positions qualify for overtime?*
- A 19. *In accordance with applicable yard overtime agreement provisions.*

ARTICLE 14  
PERSONAL LEAVE DAY AGREEMENT  
SENIORITY EXCHANGES

~~Section (a). Exchanges of seniority rights between switchmen from one division or yard to another; or between switchtenders from one division or yard to another, each assuming the seniority rights of the other, will be permitted, subject to the approval of the Superintendent, General Chairman, UTU(S) Locals, whose members are affected thereby.~~

If the majority of the Locals on each of the divisions or seniority districts involved, whose members would be affected by the exchange, approve the proposed exchange of seniority, it would meet the requirements of the above, and the exchange might be permitted even though less than a majority of the Locals affected on one or the other of the divisions or seniority districts did not approve the proposed exchange of seniority rights. If, however, only two Locals on a division or seniority district are involved in an exchange of seniority under the above, one Local acting in the affirmative will not be deemed to be a majority of the Locals affected.

The provisions of this Article will apply to all portions of the Pacific Lines, including territory embraced in the Rio

~~Grande Division, formerly E.P. & S.W.R.R., and Texas and Louisiana Lines.~~

~~Section (b). Switchmen who by reason of injuries received in the service, or on account of sickness, are physically incapacitated for yard service, will be permitted to exchange seniority rights with able-bodied switchtenders in the same yard or from another yard; or with able-bodied trainmen on the same division, or from another division, each assuming the seniority of the other, subject to the approval of the Superintendent, UTU General Chairmen, and Locals whose members are affected thereby; except that an exchange of seniority rights between a switchman and a trainman who has been promoted to conductor, is prohibited.~~

~~Note: See Article 23 (Gen 154-18) Sections C & D, Voluntary Transfers.~~

PERSONAL LEAVE DAYS

*From Art. XXII of the November 16, 1993 Agreement*  
Section A *On an annual basis, switchmen shall have the option of electing to take personal leave days in lieu of holidays. Employees may not change their election during the calendar year.*

Section B *A switchman who has elected personal leave days in lieu of holidays shall be paid one basic day at the rate of the last service performed for each personal leave day. Any yard service employee performing service on a holiday will be paid at the applicable time-and-one-half rate of pay.*

Section C *A switchman who has elected personal leave days in lieu of holidays for a calendar year, and who works on a holiday, will not be entitled to holiday pay (the basic day's pay).*

Section D

1 *A request for a personal leave day must be made and promptly confirmed in writing by the employee to the appropriate Company representative at least two hours in advance of the calling time to fill the position on the day or days to be taken and shall be granted to the extent permitted by the requirements of the service. requests for personal leave days must be timely made in order to schedule all approved requests prior to the expiration of the calendar year.*

2 *If the requirements of the service do not permit the employee to take the requested personal leave days, and the Company representative refuses to grant the request, the number of personal leave days so requested and not granted may be carried over, but requests must be confirmed in writing and granted prior to May 1 of the following year.*

*\*\*\* P/L days further modified by RV Hub Agreement, Art. VI(D)\*\*\*  
Requests for personal leave day(s) will be granted or rejected at the time requested. If granted, the day(s) will commence at the time granted and the employees mark up for return to service will be pended in increments of twenty four (24) hours from the time depending on the number of days granted.*

*Other than the extra board rest day and union business layoffs, employees must take all personal leave days to which entitled before they are permitted to take a non-compensated lay off day.*

ARTICLE 15  
SWITCHMEN IN ROAD SERVICE

Section (a). Where regularly assigned to perform service within switching limits, switchmen 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. *The payment specified in this Section (a) does not apply to switchmen hired after October 31, 1985. See Duplicate Time Payments under Article 1.*

Question 25, Int. No. 2, Supplement No. 25:

Does the term "minimum of one hour" mean that time of two short trips in road service is cumulative, or does it mean that minimum payment for each time used in road service is one hour?

Decision: Minimum of one hour each time used in road service.

Question 26, Int. No. 2, Supplement No. 25: How does Article XX (b) apply in the following examples:

(a) Works 5 hours in yard, then used in road service 4 hours, making 20 miles; total spread, 9 hours?

(b) Work 3 hours in yard, then used in road service 2 hours, making 10 miles; returning to yard for 4 hours; total spread, 9 hours?

(c) Work 7 hours in yard, then used in road service 3 hours, making 18 miles; total spread 10 hours?

(d) Work 2 hours in yard, then used in road service 30 minutes, making 5 miles; returns to yard and work 2 hours; again used in road service for 1 hour, making 10 miles; then returns to yard and works 2 hours and 30 minutes; total spread, 8 hours?

(e) Work 1 hour in yard; used in road service for 1 hour making 20 miles; returns to yard and works 5 hours; again used in road service for 2 hours, making 15 miles; total spread 9 hours?

(f) Assigned from 7:00 A.M. to 3:00 P.M.; works 2 hours in yard; used in road service 1 hour, making 10 miles; returns to yard and works 4 hours again used in road service for 5 hours, making 25 miles; relieved at 7:00 P.M.; total spread 12 hours?

(g) Assigned from 7:00 A.M. to 3:00 P.M.; work 1 hour in yard; used in road service 9 hours, making 30 miles; relieved at 5:00 P.M.; total spread 10 hours?

Decision: Under Article XX(b) yard crews regularly assigned to perform service within switching limits would be paid:

Section (b). Switchmen, except those in transfer service, who operate into a foreign yard beyond the interchange tracks for the purpose of setting out or picking up cars, shall be

(a) Eight hours at straight yard rates, 1 hour at yard overtime rates (time and one half), and 4 hours at pro rata road rates.

(b) Eight hours at straight yard rates, 1 hour at yard overtime rate (time and one-half), and 2 hours at pro rata road rates.

(c) Eight hours at straight yard rates, 2 hours at yard overtime rates (time and one-half), and 3 hours at pro rata road rates.

(d) Eight hours at straight yard rates, 1 hour at pro rata road rates for first road service, and 1 hour at pro rata road rates for second road service.

(e) Eight hours at straight yard rates, 1 hour at yard overtime rates (time and one-half), 20 miles at pro rata road rates for first road service, and 2 hours at pro rata road rates for second road service.

(f) Eight hours at straight yard rates, 4 hours at yard overtime rates (time and one-half), 6 hours at pro rata road rates.

(g) Eight hours at straight yard rates, 2 hours at yard overtime rates (time and one-half), and 9 hours at pro rata road rates.

Question 27, Int. No. 2, Supplement No. 25: If yard crews who are regularly assigned to perform service within switching limits are used in road service when road crews are available, how shall they be paid?

Decision: Except in cases of emergency, yard crews should not be used in road service when road crews are available, but whenever used in road service, yard crews should be paid for the service under provisions of Article XX (b).

Question 28, Int. No. 2, Supplement No. 25: What is the intent of the words "road service" as used in this section?

Decision: Any service for which road rates are paid.

Question 29, Int. No. 2, Supplement No. 25: A switchman works 8 hours in yard and then makes a trip as pilot in road service. Does Article XX (b) apply in such cases?

Decision: No.

Question 30, Int. No. 2, Supplement No. 25: Does Article XX (b) eliminate a schedule rule providing when switchmen are used regular or extra on road assignments they will receive not less than yard rates?

Decision: No.

allowed actual time consumed at straight time yard rate, with a minimum of one hour, in addition to other compensation. This will not apply to tracks jointly operated, nor to tracks used for

joint switching operations; neither will it apply to such use of foreign tracks as is necessary to place cars on interchange tracks or runaround cars so placed. *The payment specified in this Section (b) does not apply to switchmen hired after October 31, 1985. See Duplicate Time Payments under Article 1.*

Section (c). Switchmen required to perform switching other than that necessary to make or take delivery of cars (not including doubling over cuts of cars) in a foreign yard beyond the limits of the interchange tracks, shall be allowed a minimum of one day under Article 2, in addition to other compensation. This will not apply to tracks jointly operated, nor to tracks used for joint switching operations; neither will it apply to such use of foreign tracks as is necessary to place cars on interchange tracks or runaround cars so placed.

Note: It is agreed that Sections (b) and (e) of this Article will not apply to the established practice in effect immediately prior to November 16, 1939 in the San Francisco terminal.

Note: Delivery of cars as used in Section (e) shall not be construed to mean that, in making or taking delivery of cars, switchmen will be required to spot cars at industries.

Note: Switching, as used in Section (c), shall be construed to mean spotting cars at industries, also picking up cars at industries.

Section (d). "In yards where switchmen are on duty within the meaning of applicable agreement rules where interchange of cars between railroads is performed within the switching limits or territory where switchmen may properly operate in making interchange movements, the hauling work to accomplish interchange with a foreign railroad, will not be transferred from yard crews to road crews"

The above section is modified by Article VII of National Agreement signed January 27, 1972, reading:

Section 1. 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 trains which move from one carrier to another intact with or without motive power and/or caboose.

*Modified by Art. VII, Section 1(c) of Nov. 1, 1991 National Agreement  
The crew of an over-the-road solid run-through train may perform one move as prescribed, in addition to delivering and/or receiving their train in interchange.*

Section 2. If road crews referred to in Section 1 of this Article VII 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.

Section 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 providing such additional track or

tracks are in close proximity. Bulletins specifying additional tracks will be furnished the General Chairman or General Chairmen involved prior to the effective date.

Section 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.

Section 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 carrier 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.

Section 6. The foregoing provisions are not intended to impose restrictions with respect to interchange operation where restrictions did not exist prior to the date of this Agreement.

Section 7. Regular assigned switchmen used in road service will be paid yard rates of pay.

Regular assigned switchmen used in road service and as a result are precluded from performing service on their regular assignment on any date subsequent to the first date used in continuous road service, will be allowed the earnings of their assignment in addition to earnings in road service.

Note: Section 7 will not be construed as compulsory requiring regularly assigned switchmen to accept call and/or perform road service.

## ARTICLE 16 JOB DESIGNATION

The title or job name designation applied to positions does not limit the territory within yard limits, where men working on such jobs may be required to work; however, Section (b) of Article 12 must be respected. (See YDM 1-148, Appendix B-page 184)

## ARTICLE 17

## COUPLING AIR AND STEAM HOSE

Section (a). In yards where car repairers or car inspectors are on duty for the purpose of inspecting trains, switchmen will not be required to couple or uncouple air, steam or signal hose, bleed cars, couple or uncouple safety chains, or unfasten vestibule curtains; nor will they be required to handle cars on repair tracks that have no draw-bars, unless chained up by the car repairing department. This rule will not restrict switchmen from coupling or uncoupling air hose under conditions provided for in Article 10 and Examples thereunder, nor deprive switchmen of cannonball rate in any yard under the conditions which it is now being paid.

Section (b). It is understood that the coupling and uncoupling of air hose between engine and first car by switchmen is a part of their duties. (See Article 10-YDM 1-281-page 23)

## ARTICLE 18 DISALLOWED TIME

Switchmen and switchtenders will be notified and reasons given when time is not allowed.

Notices of declinations and allowances of time claims will be made in sufficient number to provide a named claimant with a copy to be forwarded through a mailing system selected by the Company.

## ARTICLE 19 PRESENTATION OF GRIEVANCES

Section (a).

Item 1. Any claim of a switchman or switchtender not submitted in writing to Superintendent or his representative within ninety (90) days from the date of the occurrence on which claim is based will be deemed to have been abandoned.

A claim properly presented in accordance herewith and not denied by the Superintendent or his representative within ninety (90) days from date claim is received will be allowed, but this shall not be considered as a precedent or waiver of the contentions of the carrier as to other similar claims or grievances.

NOTE: Notices containing declinations or allowances of claims to a claimant under this Item shall be made to the UTU(S) Local Chairman and forwarded by U.S. Mail.

Item 2: When time claims made within ninety (90) days of the date of occurrence are declined, the employee affected or his authorized representative shall have ninety (90) days from the date of notice declining claim to present a written grievance covering the claim to the Superintendent. If grievance is not interpreted to mean that the decision by the highest officer designated by the carrier to handle time claims shall be final and binding unless within one (1) year from the date of said officer's

filed within such ninety (90) day limit, the claim will be deemed to have been abandoned. When a written grievance covering claim is properly presented to the Superintendent in accordance herewith and is not denied by the Superintendent within ninety (90) days from date grievance is received, the claim will be allowed, but this will not be considered as a precedent or waiver of the contentions of the carrier as to other similar claims or grievances.

Item 3: If grievance is filed within the ninety (90) day limit, as provided in Item 2, and the claim is again declined, the employee, or his representative, shall have ninety (90) days from the date of the latest decision of the Superintendent to advise the Superintendent in writing of intentions to appeal to higher officer. If such notice of appeal in writing is not given the Superintendent within the required ninety (90) day limit, the claim will be deemed to have been abandoned. General Chairman of the UTU (S) will be furnished copy of decision rendered on appeal.

Item 4: The above time limitations embodied in Items 2 and 3 shall also apply to disciplinary cases.

Item 5: Time claims and disciplinary cases which have been denied by the Superintendent shall be submitted to the highest general officer of the carrier designated to handle such claims and cases and discussed in conference with said officer within one (1) year from the date of one of the following conditions, whichever is the latest:

- (a) Superintendent's last letter denying the claim or case;
- (b) Date of Local Chairman's letter notifying Superintendent of his intention to appeal the claim or case;

subject to extension by mutual agreement. If not handled as herein prescribed, such claim or case will be deemed to have been abandoned.

Item 6: The following provisions of Section 4 (c), Item 2, of the Agreement made at Chicago, Illinois, December 12, 1947, reading:

"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"

decision (made subsequent to discussion of the case in conference as provided in Item 5) proceedings for final disposition of the claim are instituted by the employee or his

duly authorized representative and such officer is so notified, subject to extension by mutual agreement.

Item 7: Unless an overpayment to a switchman or switchtender for services rendered as a switchman or switchtender is deducted by the Company within a period of ninety (90) days after the date of the payroll containing such overpayment, no deduction account such overpayment will thereafter be made, except when such overpayment results from clerical or accounting errors.

Section (b). Switchmen or switchtenders who are dismissed may be reemployed at any time; but will not be reinstated unless case is pending in accordance with provisions of Section (a) of this Article.

Section (c). The Local Chairman UTU (S), will be permitted to attend conferences or meetings concerning agreement matters scheduled between the Superintendent or his representative and a switchman or switchmen but not on behalf of a switchman or switchmen who object to such attendance.

#### ARTICLE 20 CERTIFICATE OF SERVICE

Certificate of Service will be given all switchmen and switchtenders leaving the service of the Company, who have been in the employ ninety (90) days. Such certificate will state the reasons for leaving the service.

#### ARTICLE 21 TRAINS MADE UP BY SWITCHMEN

Section (a). All trains will be made up by switchmen where yard engines are on duty, and when yardmasters have trains made up and ready to depart, they will notify conductor and will not make any subsequent change without advising the conductor.

Section (b). Switching necessary to set out car or cars from or add car or cars to through freight, local freight and/or mixed trains in any yard where yard crews are employed and on duty will be performed by switchmen.

~~The above article modified by Article IX of National Agreement, signed January 27, 1972, reading:~~

~~Section 1. Road freight crews may be required at any point where yard crews are employed to do any of the following as part of the road trip, paid for as such without any additional compensation and without penalty payments to yard crews, hostlers, etc.: one straight pick up at another yard in the initial terminal (in addition to picking up train) and one straight set out at another yard in the final terminal (in addition to yarding the train); pick up and/or set out at each intermediate point between terminals; switch out defective cars from their own trains regardless of when discovered; handle engines to and from train to ready track and engine house including all units coupled and connected in multiple; pick up and set out cars of their trains from or to the minimum number of tracks which could hold the cars provided, however, that where it is~~

~~necessary to use two or more tracks to hold the train it is not required that any track be filled to capacity; and exchange engine of its own train.~~

~~Section 2. The foregoing is not intended to impose restrictions with respect to any operation where restrictions did not exist prior to the date of this Agreement. There will be no change in work permitted or compensation paid to combination assignments, such as mine runs, tabulated assignments, etc.~~

#### *Article VII, Section 1 of October 31, 1985 UTU National Agreement*

*Road crews may perform the following work in connection with their own trains without additional compensation:*

(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 two straight pick-ups at other location(s) in the initial terminal and up to two straight set-outs at other location(s) within the final terminal in addition to yarding their train; and, in connection therewith, spot, pull, couple, or uncouple cars set out or picked up by them and reset any cars disturbed.*

(c) *In connection with straight 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) *Perform switching within switching limits at times no yard crew is on duty.*

#### *Article VII of the Nov. 1, 1991 National Agreement Section 1*

(a) *Pursuant to the new road/yard provisions contained in the recommendations of Presidential Emergency Board No. 219, as clarified, a road crew may perform in connection with its own train without additional compensation one move in addition to those permitted by previous agreements at each of the (a) initial terminal, (b) intermediate points, and (c) final terminal. Each of the moves -- those previously allowed plus the new ones -- may be any one of those prescribed by the Presidential Emergency Board: 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.*

(b) *The switching allowances referred to in Article VIII, Section 1(d) of the October 31, 1985 Agreement shall continue with respect to employees whose seniority date in a craft covered by this Implementing Document precedes October 31, 1985 and such allowances are not subject to general or other wage increases.*

(c) *The crew of an over-the-road solid run-through train may perform one move as prescribed, in addition to delivering and/or receiving their train in interchange.*

ARTICLE 22  
~~SALARIED YARDMASTERS~~

~~In yards where there is a salaried yardmaster, he will have complete control of the switchmen and they will not be subject to the orders of agents. This does not apply to points where agent acts also as trainmaster.~~

*BEREAVEMENT LEAVE*

*Art. VIII of the November 16, 1993 Agreement  
Section A*

*1 The application of bereavement leave as set forth in Art. XII of the August 25, 1978 National UTU Agreement shall be modified to permit payment of three minimum basic days' pay at the rate of the last service rendered without regard to whether the employee stood to perform service on any of the three days.*

*2 Bereavement Leave will be allowed in the case of death of an employee's following relatives:*

*Brother  
Sister  
Parent  
Child  
Spouse  
Spouse's parent  
Half-brother  
Half-sister*

ARTICLE 23  
GEN-154-18  
RIGHTS IN TRAIN SERVICE  
COMBINED ROAD-YARD  
SENIORITY AGREEMENT

In accordance with ARTICLE X-COMBINING ROAD AND YARD SENIORITY-of the AGREEMENT signed January 27, 1972, It Is Agreed That the seniority rosters of brakemen and switchmen shall be combined on a topped and bottomed basis as follows:

SECTION I -Seniority

A. Effective September 21, 1972, road brakemen who have established seniority as brakemen as of or prior to September 21, 1972, on the Southern Pacific Transportation Company (Pacific Lines) will establish seniority as switchmen on the Southern Pacific Transportation Company (Pacific Lines) by consolidating their seniority with switchmen who have established seniority as switchmen as of or prior to September 21, 1972. Such road brakemen shall retain all existing prior rights as road brakemen over switchmen who will establish seniority as road brakemen September 21, 1972. Such road brakemen will be recognized and referred to as "Prior Rights Brakemen"

B. Effective September 21, 1972, switchmen who have established seniority as switchmen as of or prior to September 21, 1972, on the Southern Pacific Transportation Company (Pacific Lines) will establish seniority as brakemen on the Southern Pacific Transportation Company (Pacific Lines) by

a. *FIRST GROUP - Employees from the carrier's other crafts will be ranked highest in potential seniority in the class of*

consolidating their seniority with brakemen who have established seniority as brakemen as of or prior to September 21, 1972. Such switchmen shall retain all existing prior rights as switchmen over brakemen who will establish seniority as switchmen September 21, 1972. Such switchmen shall be recognized and referred to as "Prior Rights Switchmen."

C. Brakemen or Switchmen entering the service of the Company after September 21, 1972, shall be accorded but one seniority date and the seniority date thus acquired shall apply as a common seniority date for both road and yard service. Such employees shall have no prior rights to either road or yard service and will rank below prior rights brakemen and prior rights switchmen on the seniority rosters.

*Article III, Section B of the November 16, 1993 Agreement.*

*Section B "Regions," as used in this Agreement, are the five seniority regions established pursuant to Section A.6 of the July 9, 1990 Conductor-Only Agreement (Fresno will be placed in Region No. 4). An employee establishing seniority as a trainman/switchman after the effective date of this agreement will have seniority as a switchman (or trainman) in only one region in which he/she first performed service as a trainman or switchman. All other provisions of Section A.6 will remain in effect.*

~~It is agreed that on the application of the above (C), also Article 47, Section (b), Trainmen's Agreement, and Article 12 Switchmen's Agreement, brakemen-switchmen entering the service of the Company as such on and subsequent to June 27, 1974, will establish their common seniority date for both road and yard service as follows:~~

~~1. When a group of students complete their preparatory training and examinations and are all prepared to be marked up for service on the same date, their order of standing for service will be determined by a lottery drawing. Thereafter, the first service performed by a member of said group as either a brakeman or switchman will establish the common seniority date for all other members of the group in the order determined by the lottery drawing. If more than one group of students is prepared to be marked up for service on the same date and the first service performed as a brakeman or switchman is at the same time as another group of students (or a single new employee), another lottery drawing will be held at San Francisco to determine the order of standing of each group.~~

*It is agreed that in the application of Section 1, Paragraph C, Memorandum of Agreement GEN 154-18, dated Sept. 21, 1972, also Article 47, Section (b) of the Trainmen's Agreement, and Article 12 Switchmen's Agreement, brakemen/switchmen entering the service of the Company as such on and subsequent to October 15, 1996, will establish their common seniority date for both road and yard service as follows:*

*When a class of students completes their preparatory training and examinations and are all prepared to be marked up for service on the same date, their order of standing for seniority will be determined as follows:*

*trainees based on the employee's number of years of continuous service with the carrier. In the event that two or more employees*

*have the same date of hire, they shall be ranked according to their date of birth with the senior employee ranking ahead of the junior employees*

- b. *SECOND GROUP - New employees will be ranked amongst themselves by their date of birth and placed behind Group 1 in seniority.*

*Thereafter, the first service performed by a member of the group as either a trainman or switchman will establish the common seniority for all members of the group in the order determined by the above groups. If more than one class is prepared to mark up for service in the same seniority district on the same date, all groups will be ranked in accordance with a and b above, as if they were all in the same class of students.*

2. When a single new employee is marked up for initial service as either brakeman or switchman, he will establish a common seniority date as of the time and date such initial service is performed.

~~This agreement shall be effective June 27, 1974, and cancels and supersedes any other agreement or portion thereof with which it may conflict, and shall remain in effect until changed or modified in accordance with the Railway Labor Act, as amended.~~

~~Signed at San Francisco, California, the 22nd day of July, 1974.~~

D. Nothing contained in Paragraphs A and B shall be construed as a forfeiture of any prior seniority rights held by brakemen or switchmen and all existing prior seniority rights of brakemen or switchmen shall continue in effect.

E. The Company will annually prepare and distribute a master seniority roster indicating all consolidated employees and prior rights designations. There will also be prepared an alphabetical listing of these employees. Applicable agreement provisions governing issuance of seniority rosters on prior right districts will be continued in effect.

F. Subject to the conditions of this Agreement, when "Prior Rights Brakemen" transfer to yard service, their seniority standing as brakemen will govern their rights to yard service as compared to other "Prior Rights Brakemen" working in yard service. Subject to the conditions of this Agreement, when "Prior Rights Switchmen" transfer to road service, their seniority standing as switchmen will govern their rights to road service as compared to other "Prior Rights Switchmen" working in road service.

## SECTION 2- Application of Agreements

A. The provisions of the current agreements and interpretations thereto will continue to be applicable, i.e., when an employee works in road service, the provisions of the current road agreement will apply and when the employee works in yard service, the provisions of the current yard agreement will apply.

B. Displacement rights obtained under the application of road agreements cannot be used to effect a movement to work under yard agreements and vice versa.

## SECTION 3- Extra Boards

*\*\*\* Add XB section from Modified CBA and/or Hub \*\*\**

A. Separate extra boards covering road service, and extra boards covering yard service respectively, will be maintained and regulated in accordance with applicable schedule rules and/or agreements. An employee working in yard service will not be used to fill a vacancy in regular or extra road service unless the road extra board is exhausted and no assigned brakeman with home terminal at that location is available for the service. Neither will an employee working in road service be used to fill a vacancy in yard service unless the yard extra board is exhausted and there are no regularly assigned switchmen available with eight hours to work at that point.

B. If necessary to use an employee from a road extra board for temporary yard service when no switchman is available at that location, a designation will be made as to the order in which road sources of supply are to be used, and following such designations, extra roadmen will be used under agreements and practices applicable to the respective extra board.

C. If necessary to use an employee from a yard extra board in temporary road service when no roadman is available at that location, the junior extra switchman available for the road service involved will be used, except at places where the local chairman of the switchmen will give ten (10) days notice in writing that the senior extra switchman available for the road service involved is to be used.

If no extra switchmen are available for road service, junior available assigned switchman will be used, except at places where the switchmen's local chairman gives ten (10) days notice that the senior available regular assigned switchman is to be used.

Regular assigned switchmen used hereunder will be compensated for road service performed in accordance with ~~Article 23, Section (e) 1 and 2~~ (Art. 23, Section (c) is from the 9-1-56 agreement - should read Art. 15, Section 7) of the current yard agreement.

D. When forces are adjusted to the extent that a nonprior right employee cannot work with a reasonable degree of regularity in the same class of service, he shall place himself in the other service within five (5) days, providing he can work in the other service with a reasonable degree of regularity and a change in his place of residence is not required. (See Note following Section 4)

## SECTION 4-Voluntary Transfers

A. Switchmen may voluntarily transfer from yard service at one point to yard service at another point as provided under yard schedule rules. Brakemen may transfer from road service at one point to road service at another point as provided under road schedule rules.

~~B. Employees may voluntarily transfer from yard service to road service, or vice versa, by giving five (5) days written notice to the Superintendent or his designated representative. Transfers must be accompanied by proper transfer form obtained from Carrier's forces at the source of supply from which transferred and submitted to Carrier's forces at the source of supply to which transfer is made.~~

*Employees may voluntarily transfer from yard service to road service, and vice versa, by giving written notice to the designated carrier representative. Revised November 8, 1996*

Within five (5) days from date of transfer, the local chairman of the local with jurisdiction over the class of service at the point from which transfer is made and the local chairman of the local with jurisdiction over the class of service at the point to which transfer is made will be notified of the names of those transferring.

C. In order to be eligible for a voluntary transfer from yard to road or road to yard service, an employee who is working or can work with a reasonable degree of regularity in regular or extra service must also have sufficient seniority to work with a reasonable degree of regularity in the other service at the point to which the transfer would be made. Dependent upon the requirements of the service, transfer may be deferred until replacements are available but not to exceed ten (10) days from date of written notice.

D. An employee who voluntarily transfers from yard to road service, or road to yard service, must remain in the service to which transferred for not less than 60 days, unless he is unable to work with a reasonable degree of regularity in regular or extra service, in which event, after completing the prescribed request forms, he may immediately transfer to the other grade of service.

Note 1: In connection with the application of Sections 3 and 4, of Memorandum of Agreement GEN 154-18, an employee reduced from a rotary extra board, or cut off, or eligible to be cut off a seniority extra board, may immediately transfer to the other grade of service after properly completing and furnishing "Request to Transfer" form required by Memorandum of Agreement GEN 154-18, which became effective January 1, 1973.

Note 2: An employee transferring as provided for above may return to the former board or yard from which transferred prior to the expiration of 60 days, providing he can work with a reasonable degree of regularity by giving five (5) days' written notice required by Section 4 (B).

Note 3: This does not change or revise the application of Section 3-D of Memorandum of Agreement GEN 154-18, relating to non-prior right employees.

#### SECTION 5 - Deadheading

*See Art XI, Section (d)*

~~The terms of this agreement shall not be construed as changing any of the provisions contained in existing schedule agreements covering deadheading. Where the Company requests in writing that an employee make a voluntary transfer, and the employee accepts, deadhead will be paid by the Company.~~

#### SECTION 6 - Promotion

*See Art. XII, Section (c)*

~~Promotion rules are not affected by this agreement. Employees must qualify for promotion in road service, or in yard service, under schedule agreements that relate to promotion in each class of service.~~

~~(See Rule 32 Trainmen's Agreement for promotion to conductor)~~

#### SECTION 7 - Preservation of Existing Agreements

~~A. Nothing in this agreement changes the line of demarcation between yard and road service and the respective yard and road agreements are only relaxed to accommodate the express provisions of this agreement.~~

~~B. Combined seniority rights acquired under this agreement will be applicable under the terms and conditions of employee protection agreements; however, it is understood that this agreement makes no change in the terms and conditions of employee protection agreements except to recognize the expansion of work opportunities resulting from the acquisition of seniority rights under yard and road agreements.~~

~~This Agreement will become effective September 21, 1972, and will remain in effect until revised or amended in accordance with the Railway Labor Act, as amended, and will supersede all other agreements, rules, or understandings which are in conflict herewith. (GEN 154-18).~~

#### SECTION 8 - Yard or Switching Limits.

Location of yard limit boards as of October 1, 1934 establishes switching limits in all yards, ~~except switching limits San Jose Yard will be as follows:~~

~~Alamitos on Almaden Line,  
Campbell on Los Gatos Line,~~

~~and the switching limits for San Pedro Yard (Los Angeles Division) will be as of the location of yard limit board as of May 25, 1929, near the Station formerly known as Thenard.~~

~~List all Milepost locations of switching limits~~

Yard or switching limits will not be changed until after conference is held with Committee and agreement reached.

This section subject to and modified by Article VI of NATIONAL AGREEMENT-signed January 27, 1972, reading:

Existing agreements are amended to read as follows:

#### ARTICLE VI-1972 AGREEMENT

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:

Section 1. Except as provided in Section 2 hereof, where an individual carrier not now having the 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 Chairman or General Chairmen of such intention, whereupon the carrier and the General Chairman or General Chairmen shall, within 30 days, endeavor to negotiate an understanding.

In the event the carrier and the General Chairman or General Chairmen 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 date of 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.

Section 2. Where, after the effective date of the 1951 and 1952 Agreements, an industry locates outside of switching limits at points where yard crews are employed, the carrier may provide switching service to such industries with yardmen without additional compensation or penalties therefor to yard or road men, provided the switches governing movements from the main track to the track or tracks serving such industries are located at a point not to exceed four miles from the switching limits in effect as of the date of this agreement. Other industries located between switching limits and such new industries may also be served by yardmen without additional compensation or penalties to yard or road men. Where rules require that yard limits and switching limits be the same, the yard limit 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.

The yard conductor (foreman) or yard conductors (foremen) involved shall keep account of and report to the carrier daily on form provided the actual time consumed by the yard crew or crews outside of the switching limits in serving the industry in accordance with this Section 2 and a statement of such time shall be furnished the General Chairman or General Chairmen representing yard and road crews by the carrier each month. Unless some other plan for equalization of time is agreed to by the General Chairman or General Chairmen representing yard and road crews, the carrier shall periodically advertise to road service employees the opportunity to work in yard service,

~~under yard rules and conditions, on assignments as may be mutually agreed upon by the local representative of the employees involved, for a period of time sufficient to offset the time so consumed by yard crews outside the switching limits. In the event such local representatives fail to agree, the carrier will designate such assignments but shall not be subject to penalty claims because of doing so. Such equalization of time shall be apportioned among employees holding seniority as road conductors or road brakemen in the same ratio as the accumulated hours of yard conductors (foremen) and yard brakemen (helpers). In the event no road employee elects to bid on the accumulated equalizing hours within the bulletined period such accumulation of equalizing hours will be considered forfeited and a new accumulating period shall commence.~~

*Art. XI of the 1996 National Agreement revised this section*  
**ARTICLE XI - ENHANCED CUSTOMER SERVICE**

~~*Article VIII - Special Relief, Customer Service - Yard Crews of the UTU Implementing Document of November 1, 1991, Document A, is amended to read as follows and furthermore shall be applicable to all carriers party to this Agreement:*~~

#### Section 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 Chairman 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 Article shall be limited to: starting times, 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 (a), to provide the service. If the Joint Committee has not made its determination by the end of the advance notice period referenced in paragraph (b), it shall be deemed to be deadlocked, and the service will be allowed on an experimental basis 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.*

### Section 2

*This Article shall become effective June 1, 1996 and is not intended to restrict any of the existing rights of a carrier.*

Section 3. This Agreement shall in no way affect the changing of yard or switching limits at points where no yard crews are employed.

Section 4. The foregoing is not intended to amend or change existing agreements involving predominantly full-time switching service performed solely by road crews at industrial parks located within the 4-mile limit referred to in Section 2 hereof that have been negotiated on individual properties since the National Agreements of 1951 and 1952.

### *Article VII, Section 2 of the October 31, 1985 UTU National Agreement*

*Yard crews may perform the following work outside of switching limits without additional compensation except as provided below.*

(a) *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.*

(b) *Complete the work that would normally be handled by the crew 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 (a) and (b) above, yard crews shall be paid miles or hours, whichever is the greater, with a minimum of one (1) hour for the class of service performed (except where existing agreements require payments at yard rates) 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 switching limits. Such payments are limited to employees whose seniority date in a craft covered by this Agreement precedes the date of this Agreement and is not subject to general or other wage increases.*

(c) *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 crew 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.*

(d) *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.*

(e) *Yard crews may perform hostling work without additional payment or penalty*

## ARTICLE 24 ATTENDING COURT

Switchmen held as witnesses for the Company will be paid for actual time lost, also necessary expenses when away from home stations, said time to be certified to by the Company's attorney. Witness fees will not be deducted when computing allowances in accordance with this Article.

### MEMORANDUM OF AGREEMENT YDM 1-154

It is agreed by and between the parties hereto that Article 24 and Article 33 of the Yardmen's Agreement effective November 16, 1939 (excluding the Lines formerly operated by the El Paso and Southwestern Railroad Company), shall be interpreted and applied as follows:

1. Article 33 of the current working agreement shall be interpreted to apply to yardmen or switchtenders who at the instance and in behalf of the Company, attend court or conference with Company attorneys concerning legal proceedings involving the Company, or a combination of these including coroner's inquests, without losing time from their regular jobs, or, in the case of extra men without losing their turns on the extra board. This will not apply if the yardman or switchtenders attend the proceedings mentioned during working hours for which they are already under pay.

The basis of pay provided in Article 33 of the current working agreement shall be applied to yardmen or switchtenders who, pursuant to proper instructions, report to a designated representative of the Company for the purpose of an interview or making statements concerning (a) personal injuries, (b) fatalities or (c) damage to property not under the care or control of the Company; except if the time fixed for reporting is not in excess of one (1) hour prior to starting work or is not in excess of one (1) hour subsequent to completing work, the actual time consumed from the time fixed for reporting until completing work or from the time of starting work until released by the designated representative of the Company shall in either case be paid on a continuous time basis. This will not apply if the yardmen or switchtenders report to the designated representative of the Company during working hours for which they are already under pay.

2. The part of Article 24 of the current working agreement reading:

"Yardmen held as witnesses for the Company will be paid for actual time lost ... said time to be certified to by the Company's attorney."

shall be interpreted to apply as follows:

(a) A yardman taken from his regular assignment or from the extra board to attend court, coroner's inquest or conference with the Company's attorneys concerning such proceedings involving the Company, or a combination thereof, shall be paid for actual time lost; provided, however, that if a regularly assigned yardman is used for such attendance on a layover or off day or on a holiday on which his regular job does not work, payment on said date will be a minimum day at the rate of his regular job.

(b) If the proceedings mentioned in 2 (a) above are held beyond the switching limits of the yard in which the yardman is employed regularly or extra and if the yardman attending said proceedings at the instance and in behalf of the Company consumes twenty-four (24) hours or more in traveling to and from the point where said proceedings are held, he shall be paid a minimum day at the rate of his regular job, or, in the case of an extra man a minimum day at the helper's rate of pay, for each period of twenty-four (24) hours thus consumed in traveling. If the travel time exceeds one or more twenty-four (24) hour periods, payment for any fraction of less than twenty-four (24) hours succeeding a full twenty-four (24) hour period, shall be on the basis of actual time at pro rata of the applicable daily rate, the maximum allowance for any period of less than twenty-four (24) hours to be eight (8) hours.

If the total time consumed in traveling to and from the point where said proceedings are held is less than twenty-four (24) hours, one-half (1/2) of a minimum day at the applicable rate of pay shall be paid for fifty (50) miles or less consuming four (4) hours or less; or if more than fifty (50) miles consuming more than four (4) hours but less than twenty-four (24) hours, a minimum day at the applicable rate shall be paid.

Travel time shall be calculated from the time of scheduled departure of conveyance on which the yardman travels pursuant to order of the Company until time of actual arrival of the yardman at the station of his destination.

(c) Items (a) and (b) above shall be applied to switchtenders at the rate of pay applicable to switchtenders, unless such employees have regular jobs in this grade of service paying the helper's rate of pay.

3. Article 24 and Article 33 of the current working agreement, including this interpretation thereof, shall be applied independently of other rules of the said agreement; nor shall anything in the said articles or anything in this agreement interpreting those articles be construed as applying to yardmen or switchtenders for the time employed in making out reports on forms prescribed by the Company or in answering official correspondence.

4. This agreement is executed by the parties hereto pursuant to Article 37 of the current working agreement (excluding the Lines formerly operated by the El Paso and

Southwestern Railroad Company), and shall be effective September 25th, 1947.

## ARTICLE 25 LEAVE OF ABSENCE

Section (a). Committeemen will be granted leave of absence and transportation without unnecessary delay.

Section (b). Other leave of absence will not be granted to exceed thirty (30) days, with an extension of thirty (30) days, in the discretion of the Superintendent, except in case of sickness or disability; except further that a switchman or switchtender who has been five (5) years in the Company's service will be granted leave of absence for one (1) year, subject to requirements of the service, and retain his seniority rights, provided he does not accept position on another railroad.

The thirty (30) days' leave of absence will extend from the effective date in one calendar month to and including the corresponding date in the next subsequent calendar month. This shall also be the case in any extension of thirty (30) days granted in the discretion of the Superintendent. Requests for and leaves of absence granted under this Item must be in writing.

A switchman or switchtender will not be prohibited from returning to work prior to expiration of his leave of absence providing it is otherwise proper for him to do so.

Section (c). ~~Switchman or switchtender~~ granted leave of absence for one (1) year under this Article and who returns before the expiration of his leave, will be permitted to resume service and exercise his seniority in accordance with Section (b), Article 12.

Section (d). A yardmaster or switchman promoted to an official position in the Company's service, or being exclusively employed by either the United Transportation Union or the Western Railway Supervisors Association, will in either event, retain their seniority as yardmaster and switchman.

Section (e). ~~Switchtenders promoted to official position in the Company's service, or being exclusively employed by the United Transportation Union (S), will retain their seniority.~~

Section (f). Switchmen ~~or switchtenders~~ elected to a Federal or State office, or appointed as an official of the Federal or State Government, will be granted leave of absence for the duration of term of office or appointment.

## ARTICLE 26 SWITCHING WITH CABOOSSES WEIGHING CARS - WATERING LIVE STOCK FILLING WATER CARS - WATCH CLEANING

Section (a). Switchmen will not do switching with cabooses. When road crews are relieved at terminal stations, cabooses will be immediately placed on caboose track.

Section (b). Switchmen will not be required to weigh more than four (4) cars on any shift.

Section (c). Switchmen will not be required to water live stock.

Section (d). Switchmen will not be required to fill water cars except in emergencies.

Section (e). When switchmen and switchtenders are required by the Company to have a standard railroad watch or other type watch approved by the Company in connection with their employment, the Company will pay the cost of cleaning, including setting and regulating such watches, at intervals to be determined by the Company, in order that such watches will pass inspection of a railroad watch inspector designated by the Company, and watch cards issued indicating the watches have been approved by the watch inspector.

## ARTICLE 27 CONSIST OF CREWS

Section (a). ~~Yard crews will consist of not less than one (1) foreman and two (2) helpers, and will not work shorthanded except in cases of extreme emergency.~~

~~Note:—This Section shall be construed to mean that, when crew consists of only a foreman and two helpers, if a member of the crew is required to absent himself from the other members of the crew to perform other duties, the remaining members of the crew will not be required to perform switching during the absence of such member, except in an extreme emergency.~~

~~Revised by GEN 2-75 - June 25, 1984 Crew Consist Basic & Implementing Agreements~~

~~Note: Only pertinent sections are repeated here. For a full understanding of the crew consist agreements, please review the complete documents including the Dec. 5, 1988 Yard Guarantee Agreement and Art. XXI of the Nov. 16, 1993 Agreement.~~

### ARTICLE I - CREW CONSIST CONDITIONS

~~Section 3 Minimum Crew Size The minimum crew size shall consist of not less than one foreman and one helper and such crew will be a "reduced crew." No service shall be required by less than one foreman and one helper. Nothing in this agreement shall prevent the Company from adding an additional position of yard helper to any assignment when in its judgement the additional position is deemed necessary, and will be so designated.~~

~~\*\*\*\*\* Note: Art. 1 was further revised by 1997 CBA modification which allows for a certain percentage of foreman only jobs in each hub. \*\*\*\*\*~~

### ARTICLE II - PROTECTION OF EMPLOYEES

~~Section 1 Protected Employees For purposes of this agreement, "protected employees" are all employees on road freight and/or yard service seniority rosters, including employees on authorized leave of absence, on the effective~~

~~3. When a switchman leaves the service, either voluntarily, by discharge or death, or those retaining employee relationship but not in active service, the electric lantern may be returned, whereupon the amount of deposit made when the~~

~~date of this agreement, or any such employee in a dismissed, terminated or suspended status as off the effective date of this agreement, who is subsequently returned to service with seniority rights unimpaired.~~

~~Section 4 Non-Protected Employees "Non-protected" employees are those employees who acquire seniority as a brakeman/yard helper subsequent to the effective date of this agreement. Non-protected employees will not have any right to blankable positions, but may exercise seniority on must-fill vacancies while working from an extra board.~~

### ARTICLE III - FILLING VACANCIES

~~Sections 1 and 2 - Item 1 This agreement is not intended to alter existing rules and practices covering extra boards. The Company shall maintain a sufficient number of employees to permit reasonable layoff privileges and to protect vacations and extended vacancies.~~

### ARTICLE IX - GENERAL

~~Section 10 Moratorium The parties to this agreement shall not serve or progress, under the provisions of the Railway Labor Act, as amended, prior to the attrition of all protected employees, any notice or proposal to cancel or change the specific provisions of this agreement governing attrition, definitions of protected employees, car limits and train length, special allowance payment to reduced crew members, and employee productivity payments. This section will not bar the parties from making changes in the above provisions by mutual agreement.~~

Section (b). At places where there is no yardmaster, foreman will receive ~~\$68.86~~ \$155.28 per day. The same rules for the basic day and overtime shall apply to such employees as applies to other switchmen; days off and vacations will not apply under this section.

(See YDM 1-147, Appendix B-page 182)

## ARTICLE 28 LETTERS OF RECOMMENDATION

Letters of recommendation will be filed in duplicate with the personal records of switchmen, and originals will be returned within thirty (30) days after entering service.

## ARTICLE 29 ELECTRIC LANTERNS - SWITCHING STEP RADIOS

Section (a). Electric hand lanterns will be used subject to the following:

1. Switchmen will be furnished an electric hand lantern upon deposit of the actual cost thereof, not exceeding \$2.00 each.

2. Deposits for electric lanterns may be made by depositing cash therefor or by signing a deduction order for the amount to be deducted from pay checks on the current pay roll.

lantern was issued, not exceeding amount of \$2.00, shall be refunded to him or his estate or heirs.

4. Replacement of electric lanterns will be made without cost under the following conditions:

- (a) When worn out or damaged in the performance of railroad service upon return of the lantern issued.
- (b) When stolen while employee is on duty without neglect on part of employee.
- (c) When destroyed in the performance of duty.

5. Switchmen will not be compelled to purchase electric lantern from the Company, but may purchase it from other sources of their own choice, provided, however, that any electric lantern so purchased must conform with the standard prescribed by the Company.

6. The electric lantern, bulbs, and batteries must be of a standard prescribed by the Company, and the lantern must be equipped with not less than two (2) white bulbs for instant use and a provision for a spare white bulb to be carried in the lantern.

7. Switchmen who, prior to June 1, 1941, have provided themselves with electric lanterns and have used them in the service of the Company may continue to use them, if they so desire, until they are worn out, provided such lantern is of a satisfactory type and contains two (2) serviceable white bulbs for instant use and a provision for carrying a spare white bulb in the lantern.

8. Each switchman must provide himself with an electric white lantern, meeting the specifications set out in Item 6 of this Section.

9. The Company will maintain at convenient locations a supply of batteries and bulbs to be drawn by switchmen as needed to replace those worn out or broken without cost to the switchmen.

~~Section (b). Switch engines will be equipped with switching step in accordance with FRA regulations, effective September 1, 1974.~~

National Agreement signed January 27, 1972.

#### ARTICLE VIII- USE OF COMMUNICATION SYSTEMS

Section 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 Agreement. Existing rules to the contrary are hereby eliminated.

Section 2. On roads where rules now exist which provide for the payment of arbitraries to employees for the carrying and/or use of radio equipment, such arbitraries will be eliminated effective January 1, 1973.

#### B NOT EMERGINCIES

- 1 No operable replacement radio available

Section 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.

Section 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.

Section 5. Employees will not be held responsible for accidents caused by failure of radio equipment to properly function.

Section 6. At locations where radio is used sufficient frequency channels will be utilized to provide safe communication.

*From Art. V, section 1 of the June 24, 1984 Crew Consist Agreement*  
*Portable radios will be furnished for use by all ground service employees on reduced crews.*

*Section 2 Except in emergency, as defined in implementing agreements, reduced yard crews will not be required to start switching or perform transfer service without operable portable radios, nor will they be censured or disciplined in any manner for refusing to do so*

*A reduced crew can be required to continue working if a radios becomes inoperative during its tour of duty, in case of emergency, or if the nature of the work permits. However, if the radio failure occurs in close proximity to a place where a replacement radio is available, a replacement will be made.*

*In connection with the term "emergency" as used in Article V, and without attempting to set forth all of the many circumstances and events that would and/or would not constitute emergencies under any general definition, the following are some practical examples of each:*

#### A. EMERGINCIES

- 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.

- 2 The need to perform work immediately, minus a condition such as those mentiond in A above

- 3 *To clear a track for an inbound train, a transfer cut or other cut of cars.*
- 4 *To commence weighing cars*
- 5 *To start humping a train or cut of cars*

ARTICLE 30  
DISCIPLINE- INVESTIGATIONS

Section (a). When a switchman or switchtender believes he has been unjustly treated, he shall have the right to present his case in writing, or through his Local Committee, to the Superintendent, with such evidence as he may have to offer. It will be the duty of the Superintendent to investigate the matter and render his decision in writing, without unnecessary delay. Should such decision be unsatisfactory it may, on written notice to the Superintendent, be appealed to General Manager or his delegated representative. General Chairman, United Transportation Union (S), will be furnished copy of decision rendered on appeal.

Section (b). Where a switchman or switchtender is taken from his assignment or extra board for investigation of an alleged offense, he shall, if found innocent, be paid for time lost; no punishment to be fixed without a thorough investigation ordinarily said investigation to be held within five (5) days from date of removal from service.

Section (c). No employee covered by this agreement will be disciplined or discharged without a fair and impartial formal investigation before a proper officer of the Company. At such investigation he will be entitled to be represented by the Local Chairman of his Organization, or by an employee of his choosing in the same grade of service on the employee's seniority district. Nothing herein restricts suspension in proper cases pending investigation, which shall be prompt, ordinarily within five (5) days.

Section (d). When formal investigation is to be held the employee shall be given written notice as to the specific charge, time and place, sufficiently in advance to afford him the opportunity to arrange representation and for the attendance of any desired witnesses. A telegram will be considered written notice. The Company will require the presence of all employees whose testimony may be necessary to develop all of the essential facts. In fixing time at which investigation will be held due consideration will be given to the need of rest by employees.

Section (e). Interrogations will be made by the presiding officer of the Company who is holding the investigation. After he has completed the direct examination, other Company officers present may interrogate the witness. The accused or his representative shall be confronted with all of the evidence, may hear the testimony of all witnesses and shall be privileged to

(1) if investigation is conducted continuous with completion of the working shift, or is started not to exceed one hour after completion of the shift, or if begun not to exceed one hour in advance of starting time of shift, work and

question any or all who may so testify. Each witness may, after testifying, remain present until the investigation is concluded. All questions and answers that constitute a part of the investigation shall be included in the transcript, also should the employee or his representative make verbal protest in regard to any question that he may consider unfair or ambiguous, such protest will be included in the record.

Section (f). Any disciplinary action taken by the Company shall be based upon the evidence adduced at the investigation, and employee or his representative notified of decision without undue delay; not exceeding thirty (30) days.

Section (g). Where discharge (or suspension) is found to have been unjust, the employee shall be returned to service and paid for wage loss.

Section (h). Should one or more employees involved not be available account sickness or injury, the investigation will be conducted with those who are available, and decision rendered as provided for in this Article. When the physical condition of those sick or injured will permit, investigation will be reconvened; those previously attending will be notified and will attend and participate should they, or either party to the investigation, desire their presence.

Section (i). When employees make written or type-written statements at the request of the Superintendent, or his representative, if such statements do not include questions asked by the Superintendent, or his representative, and answers made by the employee, it will not constitute an investigation under this Article, but if such statements do include questions and answers as herein described, it will constitute an investigation and be subject to the provisions of this Article.

It will not be permissible for clerks to conduct investigations; however, clerks may interview employees and take their statements in connection with irregularities which may or may not later require an investigation. Interviews and statements taken by Police Department will be confined to matters coming within the authority of Company Police Department.

Section (j). Switchmen and switchtenders will not be required to sign waiver of investigation.

Section (k). Should Chairman of Local Committee request a transcript of the testimony in any investigation that has been made, it will be furnished; Local Chairman will also be furnished copy of any additional statements or evidence which may be used against the accused in assessing discipline.

Section (l). Switchmen and switchtenders required to attend investigation shall be compensated for such attendance as follows:

investigation shall be combined and paid for on a continuous time basis.

(2) If investigation is conducted during working shift, no additional payment will be made for attending investigation.

(3) If investigation is not conducted in accordance with Items 1 or 2, one day will be allowed.

Note: This Section will not apply if switchmen or switchtenders are found at fault.

(See YDM 1-171, Appendix B *which interprets this item* )

Section (m). In the event a switchman or switchtender is disciplined by record on the basis of being at fault and subsequently such discipline is removed or vacated in its entirety by proper officer of the Company or an Award of an Adjustment Board because the switchman or switchtender was not at fault, the switchman or switchtender concerned shall be paid according to Section (1), Article 30, Switchmen's Agreement, for attending the investigation, the evidence of which was used as a basis for the assessment of the discipline, unless in the disposition of the particular matter an understanding or agreement is had to the contrary.

The foregoing will not apply in the case of discipline disposed of on a leniency basis nor to demerits canceled or "worked off" by the maintenance of a clear record by switchmen and switchtenders for a specified period.

Section (n). A switchman will not be removed from his position by reason of defective eyesight or hearing if after a field test he is found competent for the service in which he is engaged.

#### ARTICLE 31 WORK TRAINS WITHIN YARD LIMITS

Section (a). Switchmen shall have the right to man all work train service operating exclusively within the recognized confines of yard limits.

Section (b). Roadmen shall have the right to man work trains that are operated partly within switching or yard limits and partly on the road adjacent to such yard or switching limits, excepting that where two or more crews are employed in work train service, operating partly on the road and partly in the yard, if it is practical the work shall be divided so as to leave a yard crew or crews within yard limits performing a proper proportion of the work.

*Need some parallel language for Flagmen*

Section (c):

1. Trainmen will be used with self-propelled locomotive cranes, self-propelled ditchers, self-propelled pile drivers, self-propelled rail loaders, self-propelled wrecking derricks, and self-propelled steam shovels, operating in road

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

territory; and yard foreman and two helpers will be used therewith when operating within switching limits, in connection with which, it is agreed that the following will govern:

2. Agreement covers such "self-propelled" equipment as has sufficient power to draw or propel itself and one or more standard cars, that operates on track rails.

3. Except as provided in paragraph 4, self-propelled equipment as enumerated in paragraph 1, when moving under its own power, will be accompanied by not less than two brakemen regardless of distance traveled, except when handling attendant car only, brakeman need not be used when distance traversed does not exceed one-half mile from siding or spur to place of work. Brakemen will be compensated under work train rates and rules of the district, as provided for in Trainmen's Agreement.

~~4. On the Great Salt Lake Trestle road crews will be used to load or unload material. Self-propelled equipment with attendant car only may move from first siding or spur to point of work, or vice versa, without crew complement as provided in paragraph 3.~~

#### In Yards and at General Stores

5. Self-propelled work equipment as enumerated in paragraph 1, will not be used to switch cars, place loads or remove empties unless manned by a yard crew, as specified in paragraph 1. This, however, not to be construed as prohibiting the use of such self-propelled equipment without yard crew as specified in paragraph 1, in the shunting of cars or empties along tracks where they are being loaded or unloaded of material and supplies, on material or shop yard tracks. When movement is made without cars on main track or on train yard track going to or from loading or unloading track, a yard herder or helper will accompany machine in making such movements.

6. Men entitled to service under the provisions of this Article and not used, will be paid not less than they would have earned had they been called for service.

This rule is modified by:

#### NATIONAL AGREEMENT DATED JUNE 25, 1964 ARTICLE III SELF-PROPELLED MACHINES

Section 1 (b). Yard Service-A yard conductor (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 yard brakeman (helper) will also be employed.

of a yard ground man, such rules and practices are preserved and the yard conductor's (foreman's) rate will apply to this service.

Section 2. Rules or practices under which a locomotive engineer, or fireman where presently required, is employed on on-rail self-propelled vehicles or machines for the purpose of operating the machine in the performance of all the work for which such machines are designed are retained.

Section 3. 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 Agreement does not alter any existing rules or practices except as specifically stated herein.

Section 4. 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 per cent 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.

Section 5. Nothing contained in this Article III shall be construed to require the employment of engine and train service employees where not now required.

#### ARTICLE 32 SHOP YARD ENGINES

Employees (excluding locomotive crane operators and wrecking derrick engineers) who are assigned to and operate shop yard engines will be paid the yard rates of wages and operated under Articles 2, 3, 4, 5, 6, 7 and 8.

#### ARTICLE 33 CORONER'S INQUEST

Switchmen attending Coroner's Inquest at the instance of the Company and no time is lost by such attendance, will be paid for actual time consumed, with a minimum of four (4) hours. Where actual time consumed is in excess of four (4) hours, one (1) day of eight (8) hours will be allowed. In each case payment will be made at pro rata rate applicable to class of service in which employed. If Coroner's Inquest is held in a city or town which is not within the yard limits of the yard where

*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*

the switchman is employed, such employee will be reimbursed for actual expenses incurred in connection with such attendance.

(See YDM 1-154 following Article 24 - page 62)

#### ARTICLE 34 ATTENDING RULES EXAMINATION, MEDICAL, INSTRUCTION OR SAFETY CAR & JURY DUTY

Section (a):

1. Switchmen in the service of the Company who are ordered to attend Rules Examination Car, Medical Car, Instruction Car, or Safety Car, or to submit to oral rules examination or to a written examination of the Book of Rules, not to exceed one hour after completion of work shift or not to exceed one hour in advance of starting time of shift scheduled to work shall be paid on a continuous time basis.

2. Switchmen ordered to attend Rules Examination Car, Medical Car, Instruction Car, or Safety Car, or to submit to oral rules examination or to a written examination of the Book of Rules, at times other than specified in Section (a) 1, if no time lost account such attendance will be paid for actual time consumed with a minimum of four (4) hours. If caused to lose time one day will be allowed.

3. If attendance is ordered during working shift, no additional allowance will be made.

~~Section (b). Each regularly assigned yard service employee who is summoned for jury duty and who is required to lose time from his assignment as a result thereof shall be allowed the difference between the basic daily rate of his regularly assigned position and the amount allowed him for jury service each date his assignment works.~~

~~Each yard service employee who is not regularly assigned and who is summoned for jury duty and is required to lose time as a result thereof shall be allowed the difference, each date, between the jury service pay and the basic daily helper rate for each day service is lost.~~

~~All court fees paid to a switchman for jury service, excepting allowances for meals, lodging and transportation, shall be made known to the Company on filing claims for additional allowances under the provision.~~

~~NOTE: It shall not be considered that an employee is summoned for jury duty within the contemplation of this provision where an employee fails to exercise his right (if any) to secure exemption from the summons and/or jury service under federal, state, or municipal statute.~~

*Revised by Art. V of the Aug 25, 1978 Agreement his position for each calendar day loss 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 days on which jury duty was performed.*
- 2 *The number of days for which jury duty shall be paid is limited to a maximum of 60 days in any calendar year.*
- 3 *No jury duty pay will be allowed for any day as to which the employee is entitled to vacation or holiday pay.*

#### ARTICLE 35 SWITCHMEN TRANSFERRING

Section (a). Switchmen transferred from one point to another for convenience of the service, will be granted free transportation for themselves and dependent members of their families.

Section (b). Switchmen who are on working lists, either regularly assigned or extra, will be granted two free billings of their household effects per year, when changing from one point to another on their respective divisions.

#### ARTICLE 36 SHORTAGES - ADJUSTMENTS

Section (a). For all established shortages of ~~\$15.00~~ *a basic day* or more, vouchers will be issued *upon request*. Sums of less than ~~\$15.00~~ *a basic day* will be carried on next pay roll. It is understood in this connection, however, that where the fault of such shortage lies with the switchmen, that the time will be carried on next pay roll, regardless of the amount.

Section (b). General Chairman, United Transportation Union (S), will be furnished copies of statement sufficient in number to serve his needs-showing names of switchmen having monies due them because of arbitration, awards, or settlements of back pay claims, as determined by a review of records; statement will also show how payment will be made and amount due each man as result of such arbitration, award or settlement of back pay claims. This will not include pay changes resulting from agreement revision.

Section (c). Switchmen from whose wages deductions have been made other than for Group Insurance, will be furnished deduction notice prior to or at time of delivery of their pay check. This notice will show all deductions made, and amount of each, excepting regular Group Insurance. First deduction made for Group Insurance will be shown and if change is made in amount deducted for Group Insurance man involved will be advised of change, showing amount deducted on notice covering pay roll period on which change is effective.

#### ARTICLE 37 APPROVAL OF APPLICATION

~~The application of switchmen entering the service will be approved or rejected within ninety (90) days from date~~

~~employee acquires seniority. When applicant is not notified to the contrary within the time stated, it will be understood the application is approved, but this Article shall not operate to prevent the removal from service of such applicant is subsequent to ninety (90) days it is found that information given by him in his application was materially false, provided such action is taken by the Company within three (3) years from date of application.~~

*Article VII of the Aug 25, 1978 National Agreement*

*Section 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.*

*Section 2 - Omission or Falsification of Information*

*An employee who has been accepted for employment in accordance with Section 1 will not be terminated or disciplined by the carrier for furnishing incorrect information in connection with an application for employment or withholding information therefrom unless the information involved was of such a nature that the employee would not have been hired if the carrier had had timely knowledge of it.*

ARTICLE 38

INTERPRETATION OF AGREEMENT

If any question should arise as to the proper interpretation of any Article of this Agreement, the matter will be referred to the general officials for decision. Before rendering such, the general officials will arrange a meeting with the officers of the general adjustment committee, representing the Organization a party to this Agreement, after which decision will be final, unless changed by an action of the full general adjustment committee in conference with the general officials.

ARTICLE 39

CHANGE IN AGREEMENT

This Agreement shall become effective ~~????? October 1, 1977~~ and updates and supersedes the agreement of *October 1, 1977* ~~September 1, 1956~~, covering rates of pay and rules, except that it will not cancel or amend any other Agreements, or rulings, in effect on the effective date hereof. This agreement between

~~the Southern Pacific Company (Pacific Lines) Union Pacific Railroad, and its switchmen represented by the General Adjustment Committee of Adjustment of the United Transportation Union (Switchmen), shall continue in effect, subject to any Municipal, State or Federal legislation until either party desiring to change any of the foregoing rules or regulations shall have given to the other party thirty (30) days' notice, in writing, of the change, or changes, desired.~~

This agreement between the Switchmen and the Company contains revisions made by the System Rules changes effective June 10, 1966, July 10, 1968 and July 26, 1974, ~~also~~ System Seniority and Road-Yard Seniority Agreements of 1972, *Crew Consist of June 24, 1984, and Collective Bargaining Agreement modifications of November 16, 1993 and November 1, 1997.*

It also reflects the changes made by the National UTU Agreements of January 27, 1972, January 1, 1975, *August 25, 1978, October 31, 1985, November 1, 1991 and ??? 1996*

The provisions of this agreement shall be applied without regard to race, color, creed, sex or national origin.

Signed at ~~San Francisco, California, this 1st day of October, 1977.~~

FOR THE COMPANY:

~~/s/ L. M. Fox  
Assistant Vice President  
Labor Relations~~

FOR THE EMPLOYEES:

~~/s/ Luis Gonzalez  
General Chairman  
United Transportation Union (Switchmen)~~