

UNITED TRANSPORTATION UNION

NATIONAL AGREEMENT

JANUARY 27, 1972

VERIFIED AGREED-UPON  
QUESTIONS AND ANSWERS

UNITED TRANSPORTATION UNION  
R&S DEPARTMENT  
April 1, 1984

## ARTICLE I - WAGE INCREASES

Q-1: Should the differential between a yard conductor and a car retarder operator be increased by the percentages provided for in the January 27, 1972 Agreement?

A-1: It was our understanding that the intended application of the provisions of Article I(e) of the BRT Agreement of November 7, 1966 was that the differential paid car retarder operators should be added to the basic rate, thereby establishing a new basic rate to which should have been added the five percent increase effective August 12, 1966.

It is our understanding that the percentage wage increases provided for in the January 27, 1972 Agreement should be similarly applied; i.e., such increases should be applied to the basic rate, including the differential as previously increased, of car retarder operators.

## ARTICLE III - VACATIONS

### Section 1(k)

Q-1: Is an employee returning from military service entitled to receive a vacation in the year of his return.

A-1: Article III, Section 1(k), provides that the number of days spent in military service in the calendar year preceding his return to railroad service may be used for qualifying purposes. Such military service can be counted separately for qualifying purposes in the event he had no compensated railroad service in the preceding calendar year or if he had less compensated railroad service in the preceding calendar year than necessary for qualifying purposes he could combine the military service with such compensated railroad service as he did have for qualifying purposes. In the event the employee returns to railroad service too late to take the full vacation for which he would qualify, he is entitled only to the number of available days remaining in the year.

## ARTICLE VI - SWITCHING LIMITS

Q-1: Is it correct to assume that under the UTU Agreement roadmen may not serve new industries that are being served by yard crews?

A-1: Section 2 of Article VI provides -

"Where, after the effective dates 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 such switching limits and such new industries may also be served by yardmen without additional compensation or penalties therefor to road or yard men. Where rules require that yard limits and switching limits be the same, the yard limit board may be moved for operating purposes but switching limits shall remain unchanged unless and until changed in accordance with rules governing changes in switching limits."

Accordingly, the same latitude for serving the defined industries with road crews or yard crews that obtained under the BRT May 25, 1951 Agreement, and the BLF&E and ORC&B May 23, 1952 Agreements continues under this expansion of the 1951-1952 Agreement provisions. In this connection, the decisions rendered in Case No. BRT-65-W of the Article 14 Committee of the BRT May 25, 1951 Agreement (which was rendered without a neutral) and in Case BLF&E-24-W, ORC&B-16-W under the BLF&E and ORC&B May 23, 1952 Agreements make it clear that the railroads may change their services for such industries between road and yard crews provided that the service is not indiscriminately alternated. New or existing industries being served by yard crews shall not simultaneously be served by road crews unless otherwise permitted under existing agreements.

\* \* \* \* \*

Q-2: Section 2 of Article VI reads, in part -

"Section 2. Where, after the effective dates 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.  
\* \* \*." (Underscoring added)

Does the underscored portion of this provision mean the location of the switching limits in effect as of January 27, 1972?

A-2: Yes.

\* \* \* \* \*

Q-3: In the application of Article VI, Section 2, is the carrier in providing switching service to a new industry limited to four miles of the switching limits in effect as of January 27, 1972?

A-3: Yes. If the carrier, as the result of the 1951 and 1952 Agreements is now utilizing this rule at a point, they cannot request an additional four miles. If the carrier has not utilized this rule at a point, they may provide switching service to an industry which has located outside of the switching limits since the 1951 and 1952 Agreements, with yard crews up to four miles from the switching limits in effect as of January 27, 1972.

\* \* \* \* \*

Q-4: When a "new" industry is being served by yard crews, must all "old" industries be also served by yard crews?

A-4: It is our understanding that an election by a carrier to serve a "new" industry by yard crews does not obligate the carrier to serve any or all "old" industries by yard crews.

## ARTICLE VII - INTERCHANGE

Q-1: Under existing rules, road crews may not be required to handle their cabooses when their train has been yarded. Does the agreement permit the UTU members of a crew to "runaround" a train delivered to another carrier and remove its caboose to handle back to the crew's tie up point?

A-1: It is our understanding that where a road crew is required, under Section 1, to deliver a solid train to a connecting carrier, Section 2 permits the carrier to require the road crew to remove its caboose and return it to its tie up point.

\*\*\*\*\*

Q-2: Is it permissible to require a crew to double with more cars than necessary for the explicit purpose of getting all cars with a common destination in one track when the initial track will not accommodate the entire interchange cut?

A-2: The answer is "yes" provided that the number of cars being interchanged exceeds the capacity of the first track used. Section 4 provides that when the number of cars being interchanged exceeds the capacity of the first track used it is not necessary that any one interchange track be filled to capacity. However, Section 4 also stipulates that the minimum number of tracks necessary to hold the interchange will be used and if the number of cars being interchanged does not exceed the capacity of the first track used, you would be restricted to that track.

\*\*\*\*\*

Q-3: Under the "minimum number of tracks" concept is it permissible to double excess cars from a track which would have accommodated the entire cut to a track which won't accommodate the entire cut?

A-3: No. (See Answer to Question #2 above.)

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Q-4: On a day when Carrier "A" has no interchange cars for Carrier "B" but nevertheless has a "pull-back" arrangement with Carrier "B", may the Carrier "A" crew be required to go "light" to Carrier "B" in order to pull-back cars for Carrier "A"?

A-4: It is our understanding that the purpose of Section 5 was to remove restrictions contained in any existing rules under which the carriers were required to run interchange crews "light" in either direction. Section 5 does not preclude a carrier from requiring an interchange crew to run light in a situation such as you describe.

\*\*\*\*\*

Q-5: Does the term "connecting carrier" as used in this section include switching or terminal companies?

A-5: Yes.

\*\*\*\*\*

Q-6: Does Article VII, Section 1, contemplate that road crews engaged in solid train movements will have their on and off duty points changed by reason of such movements?

A-6: No. Existing rules or practices concerning the designation of on and off duty points are not changed by Article VII, Section 1.

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Q-7: Does Article VII contemplate the elimination or modification of initial and final terminal delay rules?

A-7: No.

\*\*\*\*\*

Q-8: Under Article VII, Section 1, may road crews be required to go beyond the point where yard crews effect interchange with a connecting carrier?

A-8: Such movements must be confined to tracks on which the carrier has the right to operate with road, yard or transfer crews.

\*\*\*\*\*

Q-9: Where prior to the January 27, 1972 Agreement a carrier yarded their trains in the yard of a terminal company and the terminal company performed all necessary yard service including interchange with connecting carriers, does Article VII, Section 1, now permit such carrier to operate through the terminal company's yard and effect the interchange of a solid over-the-road train to a connecting carrier with its own road crews?

A-9: Yes, assuming a carrier has trackage rights through a terminal company yard to an interchange point of a connecting carrier.

\*\*\*\*\*

Q-10: May a road crew making a delivery of a solid over-the-road train to a connecting carrier be required to return cars from the connecting carrier to their own yard?

A-10: No.

\*\*\*\*\*

Q-11: What do the words "close proximity" mean as used in Article VII, Section 3?

A-11: As being next to or very near the existing interchange track or tracks.

\*\*\*\*\*

Q-12: The first paragraph of Section 5 of Article VII reads -

"Crews used in interchange service may be required to handle interchange to and from a foreign carrier without being required to run 'light' in either direction."

Does this mean yard, belt line and/or transfer crews?

A-12: Yes.

\*\*\*\*\*

Q-13: Does the language "over-the-road" and "solid trains" mean that trains must consist of cars all destined for a connecting carrier and operated by the delivering carrier from terminal to terminal intact in order to permit its delivery to a connecting carrier?

A-13: No. The carrier's right to make normal pick-ups and set-outs at intermediate points is not affected by Section 1 of Article VII. The language "over-the-road" and "solid trains" means that an over-the-road train must be a "solid train" in the movement performed by the road crew within the terminal where its receipt from or delivery to a connecting carrier is effected. However, a carrier may not bring an otherwise unqualified train within the application of Section 1 by making a set-out or set-outs for that sole purpose immediately prior to entering such terminal.

#### ARTICLE VIII - USE OF COMMUNICATION SYSTEMS

Q-1: On a carrier an agreement prohibited train crews from being required to call train dispatchers on the radio-telephone in connection with train movements. Is this restriction eliminated?

A-1: Yes.

\*\*\*\*\*

Q-2: On this carrier, yard transfer crews, in addition to being equipped with small hand sets, are equipped with radio pack sets weighing in excess of three pounds. These sets are hand carried to and from the cabooses where they normally remain during a tour of duty for use in end-to-end communications - communications which cannot be adequately handled by the smaller radios. Would these pack sets be considered permissible under the Agreement?

A-2: If, as you have indicated, the radio pack sets in question (although hand-carried to and from the cabooses at the beginning and end of the tour of duty) are not used in a "portable" sense by the yard transfer crews during their tour of duty, it is our understanding that their use would be permissible under the provisions of Article VIII.

\*\*\*\*\*

Q-3: By agreement on this carrier, conductors are paid an arbitrary of one hour at the straight time rate for the class of service in which they are engaged for taking train orders or messages over the telephone. Is this arbitrary eliminated by Article VIII?

A-3: No. The only arbitraries eliminated as a result of Article VIII are stated in Section 2 which are for the carrying and/or use of radio equipment.

## ARTICLE IX - ROAD-YARD MOVEMENTS

Q-1: Under carrier's existing rules outbound road crews may be required to make more than one pick-up in yards within their initial terminal other than that from which they took their train. If a road crew makes more than one pick-up at its initial terminal, is the first pick-up subject to the new rules and subsequent pick-ups subject to the old rules (which pay an arbitrary under many circumstances) or does the fact that the crew made more than one pick-up at the initial terminal remove it entirely from coverage under the new rules?

A-1: As indicated in Section 2 of Article IX, the provisions of Section 1 thereof are not intended to impose restrictions with respect to any operation where restrictions did not exist prior to the date of the agreement. Accordingly, the existing rules referred to under which the road crews may be required to make more than one pick-up in yards within their initial terminal other than that from which they took their train are not affected by the provisions of Article IX.

It is our understanding that, in a situation where a road crew makes more than one pick-up at its initial terminal, the first pick-up would be subject to the provisions of Section 1 of Article IX, i.e., without additional compensation and without penalty payments to yard crews, hostlers, etc., and that subsequent pick-ups would be subject to existing local rules.

\* \* \* \* \*

Q-2: Is it permissible under the Agreement for an inbound crew to make its one set-out at the final terminal on a siding or an industrial track (including leads or industry yards)?

A-2: Yes, provided the siding or an industrial track (including leads or industry yards) is within another yard in the final terminal.

\* \* \* \* \*

Q-3: Is it permissible to require a crew to double with more cars than necessary for the explicit purpose of getting all cars with a common destination into the same track in the course of yarding a train or making a set-out when the first track used will not hold the train or set-out?

A-3: Yes. Section 1 of Article IX provides that where it is necessary to use two or more tracks to hold a train it is not required that any track be filled to capacity. Section 1 contemplates, however, that the minimum number of tracks which could hold the cars will be used.

\* \* \* \* \*

Q-4: Does the phrase "coupled and connected in multiple," as used in Section 1, include units which are coupled and connected in multiple but which are incapable of supplying additional tractive power, i.e., "dead" units?

A-4: It is our understanding that the phrase in question would include "dead" units.

\* \* \* \* \*

Q-5: It is our understanding that the provisions of Section 1 will modify the application of an existing local rule which provides for an engine exchange allowance to the extent that a road freight crew required to exchange their engine at a point where yard crews are employed will no longer be entitled to such allowance. Is this understanding correct?

A-5: Yes.

\* \* \* \* \*

Q-6: Under Section 1 will it be permissible to require a road freight crew to switch a car out from their own train which was found to be defective sometime after the train had been made up by a yard crew but which was known to exist at the time the road crew was brought on duty?

A-6: Yes.

\* \* \* \* \*

Q-7: We have several points where yard crews are employed where other railroads deliver trains to us on our tracks. Presently, when defective cars are discovered, in one of these trains, we have a yard crew remove them. Will we now be permitted to have our road freight crews switch defective cars out from such trains?

A-7: Yes.

\* \* \* \* \*

Q-8: Section 1 provides that a road freight crew may be required to "pick up and/or set out at each intermediate point between terminals" without additional compensation. Are we to understand that this modifies existing conversion rules, i.e., stops made at points where yard crews are employed to pick up and/or set out will no longer be counted in the application of these rules?

A-8: No. Switching allowances, arbitraries and/or penalty payments formerly allowed for this service are the types of "additional compensation" which are eliminated; however, existing conversion rules are not modified or set aside by the provisions in question.

\* \* \* \* \*



Q-9: Does the "additional compensation" referred to in Article IX affect initial and final terminal delay and conversion rules?

A-9: No. The "additional compensation" referred to is intended to eliminate switching penalties where yard crews are employed.

\*\*\*\*\*

Q-10: What effect do the provisions of Article IX have on the nonrestrictive provisions of Article V of the June 25, 1964 Operating Employees' Agreement?

A-10: It is our understanding that, under the first sentence of Section 2 of Article IX of the Agreement -

"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."

the flexibility afforded the carrier under the provisions of Article V of the June 25, 1964 Agreement clearly is retained.

\*\*\*\*\*

Q-11: Does Article IX eliminate engine change agreement arbitraries applicable to crews assigned to yard and transfer service?

A-11: No. Article IX is applicable only to road freight crews at points where yard crews are employed. It does, however, provide that the work described therein may be performed by road freight crews "without penalty payments to yard crews, hostlers, etc."

**ARTICLE X - COMBINING ROAD AND YARD SENIORITY**

Q-1: It has been held in several awards of special and public law boards of adjustment that Article V, Section 1, of the June 25, 1964 National Agreement only has applicability on properties where yardmen are confined to point seniority. If, pursuant to Article X of the UTU Agreement, we were now to combine our several point seniority rosters for yardmen with our seniority roster for trainmen would Article V, Section 1, no longer be applicable on this property?

A-1: It is our understanding that the provisions of Article V of the June 25, 1964 Agreement will not be affected by application of Article X of the UTU Agreement.

**ARTICLE XI - EXPENSES AWAY FROM HOME**

Q-1: It is our understanding that Section 1 amends both Sections 1 and 2 of Article II of the June 25, 1964 National Agreement. Is this understanding correct?

A-1: Yes.

\*\*\*\*\*

Q-2: Assuming extra men will be entitled to meal allowances as well as lodging under Section 1, will an extra man also be entitled to an additional meal allowance each time he is held for more than four hours following a tour of duty at an outlying point for another tour of duty?

A-2: It is the intent of Section 1 to provide a meal allowance, as well as lodging, to extra employees who meet the 30-mile criteria set forth in subparagraph (a) thereof in situations where they are tied-up at the outlying point for four hours or more (not under pay). Such extra employees also would be eligible for an additional meal allowance and lodging when held at such location for each tie-up of four hours or more after each additional tour of duty performed at that location.

\* \* \* \* \*

Q-3: Is an extra man who is sent to an outlying point and is held more than four hours in advance of the time he is needed to fill a vacancy entitled to lodging or a meal allowance?

A-3: He is entitled to a meal allowance but not to a lodging allowance for such period.

\* \* \* \* \*

Q-4: Is an extra man who is relieved from duty at an outlying point but deadhead trip to his home terminal does not start for more than four hours after he is released entitled to lodging or a meal allowance?

A-4: He is entitled to a meal allowance but not to a lodging allowance unless held for an additional tour of duty.

\* \* \* \* \*

Q-5: An extra board at "A" is, when exhausted, supplemented by extra men sent to "A" from "B" which is more than thirty miles from "A". Are such men entitled to expenses while at "A"?

A-5: No.

\* \* \* \* \*

Q-6: How is the note in Article II of the June 25, 1964 National Agreement affected by this amendment to Article II?

A-6: The provisions of Article XI of the UTU Agreement are applicable insofar as an extra employee's tie-up at an outlying point as defined in Section 1 (a) is concerned, and the Note under Article II of the June 25, 1964 Agreement which provides --

"For the purposes of Sections 1 and 2 of this Article II, extra board employees shall be provided with lodgings and meal allowance in accordance with the rule governing the granting of such allowance to the crew they join; that is, the designated home terminal will be the designated terminal of the crew assignment."

would be applicable when the crew which the extra employee joins is tied up at a terminal other than the designated home terminal of the crew he joins for four hours or more.

Q-7: Is the Carrier's understanding correct that this provision means that when train, engine or yard service employees are called from an extra board source, and used to fill vacancies at outlying points, these vacancies at outlying points referred to are road service vacancies and not yard service vacancies?

A-7: No. It was the intent that this Article apply to extra men filling vacancies in yard service as well as in road service.

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Q-8: Are such road service vacancies at outlying points road service vacancies other than short turnaround passenger (suburban) vacancies?

A-8: Yes.

\*\*\*\*\*

Q-9: It is our understanding that an employee will not be entitled to more than two meal allowances under Article II, as amended by Article XI, Section 2, when tied up at an away from home terminal (outlying point) in excess of 12 hours. Is this understanding correct?

A-9: Yes. However, if after being tied up twelve hours or more he performs an additional tour of duty and is again tied up for twelve hours or more at such outlying point, he would again be eligible for the two \$2.00 meal allowances; i.e., \$2.00 for the first four hours and \$2.00 for the additional eight hours so held.

\*\*\*\*\*

Q-10: In connection with Article XI, Section 1(a), the carrier does not maintain passenger transportation and employees are deadheaded to outlying points by bus or are paid mileage for using their personal automobile. Under these circumstances how should the 30 miles provision be calculated?

A-10: On the basis of rail mileage.

**ARTICLE XII - INTERDIVISIONAL SERVICE**

Q-1: Section 1(a) refers to letters of intent and places a restriction on the number of letters of intent that may be outstanding at any particular time. It also provides that each letter of intent may involve no more than three proposed operations. What is the intended application of the phrase "proposed operations"?

A-1: All passenger service is a "proposed operation" and all freight service is a "proposed operation".

\*\*\*\*\*

Q-2: We contemplate the initiation of several runs under this rule. Needs of the service include the right to have crews pick up, set out and/or do switching at any point between terminals of the runs, without restriction when operating over another seniority district.

Does Article XII preclude the carrier from proposing an operation permitting crews in the interdivisional service to perform any necessary work enroute at any intermediate point between terminals?

A-2: Article XII of the Agreement merely sets forth the procedures under which the individual carriers may establish interdivisional service. There is nothing contained in such provisions which circumscribes the specific work which may be required of crews assigned to such runs when they are established, nor is there anything contained therein which specifically restricts the performance of any particular service by such crews. In this connection, it is our understanding that the provisions of Article IX - Road-Yard Movements - would be fully applicable insofar as road freight crews assigned to interdivisional runs established under the procedures of Article XII are concerned.

\* \* \* \* \*

Q-3: What is a "separate proposed operation"? For example, trains presently operate between Champaign, Illinois, and Fulton, Kentucky with crew changes at Bluford. We would like to run these trains in interdivisional service by eliminating the crew change at Bluford. Under Paragraph (a) would such an operation in a letter of intent be considered as one "separate proposed operation" despite the fact there are several (5 or 6) runs involved?

A-3: It is our understanding that a single letter of intent could be served to establish interdivisional service between Champaign, Illinois and Fulton, Kentucky - eliminating the present crew change at Bluford - and, despite the fact that several runs are involved, this would constitute one "separate proposed operation".

\* \* \* \* \*

Q-3: (CONTINUED)

If so, could trains now operated between Champaign and Paducah (with crew changes at Bluford) be considered within the letter of intent as a part of the Champaign-Fulton proposed operation since the intent of both the Champaign-Fulton operation and the Champaign-Paducah operation is to eliminate Bluford as a crew change point?

A-3: It is our understanding that the proposed establishment of interdivisional service between Champaign, Illinois and Paducah could be included in the letter of intent covering the proposed establishment of interdivisional service between Champaign, Illinois and Fulton, Kentucky; however, although Bluford would be eliminated as a crew change point in both cases, it is our further understanding that this would constitute two "separate proposed operations".

\* \* \* \* \*

Q-3: (CONTINUED)

We presently have four trains operating from Chicago to Council Bluffs with crew change points at Freeport, Waterloo, and Fort Dodge. If the Carrier desired to eliminate two of the three crew change points for these trains would this be considered a single "separate proposed operation"? If not, how many "single proposed operations" would it be considered?

A-3: It is our view that a determination of this nature is contingent upon which two of the three crew change points the carrier proposes to eliminate. For example, if Freeport and Waterloo or Waterloo and Fort Dodge are the two crew change points the carrier desires to eliminate, it is our understanding that either could be accomplished by serving a letter of intent and be considered as a single "separate proposed operation". In the first instance the proposed interdivisional service to be established would be Chicago to Fort Dodge and in the second case it would be Freeport to Council Bluffs. Conversely, if the two crew change points the carrier desires to eliminate are Freeport and Fort Dodge, it is our understanding that two "separate proposed operations" would be involved, i.e., one establishing interdivisional service from Chicago to Waterloo (with Freeport being eliminated as a crew change point) and the other from Waterloo to Council Bluffs (with Fort Dodge being eliminated as a crew change point).

\* \* \* \* \*

Q-4: Under the present operation a crew with home terminal at A operates a freight train to B, 77 miles. A second crew with home terminal at B operates the same train to C, 90 miles. If carrier serves notice under Article XII of intent to establish an interdivisional run from A through B to C with the crew from terminal A, would this be considered as requiring notice under Section 1 or Section 2?

A-4: The procedures set forth in Section 2 of Article XII would be controlling insofar as the proposed run is concerned.

\* \* \* \* \*

Q-5: Terminal A is intermediate to terminals B and C. Pool crews with home terminal at A handle trains between B and A, and crews from another pool with home terminal at A handle trains between A and C, with a crew change at A. Under the Mediation Agreement could the carrier serve notice of intent to operate certain trains from B to C through the crew's home terminal at A?

A-5: Yes, under the procedures set forth in Section 2 of Article XII.

\* \* \* \* \*

Q-6: Terminal A is intermediate to terminals B and C. Pool crews with home terminal at A handle trains between B and A, and crews from another pool with home terminal at A handle trains between A and C. Under the Mediation Agreement, could the carrier serve notice of intent to operate certain trains from C to B and return to C, through terminal A, with crews having C as a home terminal? This would involve crews at terminal C operating onto another seniority district.

A-6: Yes, under the procedures set forth in Section 2 of Article XII.

\* \* \* \* \*

Q-7: Is it permissible for crews assigned to interdivisional and interseniority district runs established under the 1-27-72 Agreement to make pick-ups and set-offs and perform station switching on that portion of the run which is off their seniority district?

A-7: Article XII of the Agreement sets forth the procedures under which the individual carriers may establish interdivisional service. It is our understanding that the provisions of Article IX - Road-Yard Movements - would be fully applicable insofar as road freight crews assigned to interdivisional runs established under the procedures of Article XII are concerned.

**ARTICLE XIII - PROTECTION OF EMPLOYEES**

Q-1: Does the time limit on claims rule have application with respect to disputes or controversies referred to in Section 8 of Article XIII?

A-1: No.

# NATIONAL RAILWAY LABOR CONFERENCE

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November 11, 1975

## CIRCULAR NO. 546-29-4-2

### TO MEMBER ROADS:

It has come to our attention that a discrepancy exists in certain situations in so far as application of the Expenses Away From Home provisions contained in Article VII of the BLE Agreement dated May 13, 1971 and Article XI (the corresponding provisions) of the UTU Agreement dated January 27, 1972 are concerned.

The discrepancy in application pertains to providing lodging to extra men at outlying points and actually has been caused by two different agreed-upon interpretations of identical language in the two separate agreements.

With our Circular No. 546-29-4-1, dated May 12, 1972, we attached a compilation of questions and answers with respect to application of certain provisions of the UTU January 27, 1972 Agreement which were jointly approved by the United Transportation Union and the National Carriers' Conference Committee. Included in this compilation were ten questions (Pages 11-13) dealing with the provisions of Article XI - Expenses Away From Home.

Although a similar compilation of questions and answers regarding application of the various provisions of the BLE May 13, 1971 Agreement was not jointly approved, certain questions involving application of the provisions of Article VII - Expenses Away From Home were the subject of correspondence between this office and the BLE Grand Lodge and such correspondence, which resulted in the joint approval of answers to several questions of this nature, is the origin of the discrepancy in application.

The differences in the agreed-upon application of the provisions in question can best be illustrated by comparing the following three sets of circumstances under which it has been agreed that extra employees at outlying points (having met the required criteria) would be entitled to BOTH meal and lodging allowances in application of Article VII of the May 13, 1971 BLE Agreement with three specific questions and answers contained in the compilation jointly approved by the UTU and the National Carriers' Conference Committee:

BLE

The payment of both meal and lodging allowances would be required to extra employees at outlying points (having met the required criteria) under the following circumstances:

1. When tied up four (4) hours or more at an outlying point(s) prior to going on duty for the first tour of duty, except that the lodging benefits apply under these circumstances, only when the extra employee is held at the outlying point for more than one (1) tour of duty.
2. When tied up four (4) hours or more between each tour of duty at the outlying point(s).
3. When held four (4) hours or more, after completing the last tour of duty at the outlying point(s), before commencing return trip to home terminal (point of supply for extra men).

UTU

QUESTION #3 - (Compare with BLE Circumstance #1)

Is an extra man who is sent to an outlying point and is held more than four hours in advance of the time he is needed to fill a vacancy entitled to lodging or a meal allowance?

ANSWER

He is entitled to a meal allowance but not to a lodging allowance for such period.

QUESTION #2 - (Compare with BLE Circumstance #2)

Assuming extra men will be entitled to meal allowances as well as lodging under Section 1, will an extra man also be entitled to an additional meal allowance each time he is held for more than four hours following a tour of duty at an outlying point for another tour of duty?

ANSWER

It is the intent of Section 1 to provide a meal allowance, as well as lodging, to extra employees who meet the 30-mile criteria set forth in subparagraph (a) thereof in situations where they are tied-up at the outlying point for four hours or more (not under pay). Such extra employees



also would be eligible for an additional meal allowance and lodging when held at such location for each tie-up of four hours or more after each additional tour of duty performed at that location.

QUESTION #4 - (Compare with BLE Circumstance #3)

Is an extra man who is relieved from duty at an outlying point but deadhead trip to his home terminal does not start for more than four hours after he is released entitled to lodging or a meal allowance?

ANSWER

He is entitled to a meal allowance but not to a lodging allowance unless held for an additional tour of duty.

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This entire matter has been considered by the National Carriers' Conference Committee and, in the interest of uniformity of application of identical language in the two separate agreements, it has been concluded that the UTU questions outlined above should be given the same application as agreed to with the BLE. We have discussed this situation and agreed upon such application with Grand Lodge representatives of the UTU with the definite understanding that no retroactive application either is intended or required.

Yours truly,

J. F. GRIFFIN

Director of Labor Relations

C O M P A R I S O N

ARTICLE IX - ROAD-YARD MOVEMENTS, AGREEMENT OF JANUARY 27, 1972

AND

ARTICLE X - ROAD-YARD MOEVEMENTS, AGREEMENT OF AUGUST 25, 1978

THE AGREEMENT OF JANUARY 27, 1972

ARTICLE IX - ROAD-YARD MOVEMENTS

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 engines 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.

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This rule shall become effective 15 days after the date of this Agreement except on such carriers as may elect to preserve existing rules or practices and so notify the authorized employee representatives on or before such effective date.

THE AGREEMENT OF AUGUST 25, 1978

ARTICLE X - ROAD-YARD MOVEMENTS

Article IX, Section 1 of the Agreement of January 27, 1972 is amended to read as follows:

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 location in the initial terminal (in addition to picking up train) and one straight set out at another location in the final terminal (in addition to yarding the train); one straight 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 to the operating unit (units); 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.

Nothing in this Section 1 is intended to impose restrictions with respect to any operation where restrictions did not exist prior to the date of this agreement.

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This Article shall become effective fifteen (15) days after the date of this Agreement.

## ILLUSTRATION OF RULE CHANGES

### ARTICLE X - ROAD-YARD MOVEMENTS

Article IX, Section 1 of the Agreement of January 27, 1972 is amended to read as follows:

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 location<sup>1\*</sup> in the initial terminal (in addition to picking up train) and one straight set out at another location<sup>1\*</sup> in the final terminal (in addition to yarding the train); one straight<sup>2\*</sup> 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 to the<sup>3/</sup> operating unit (units)<sup>4\*</sup>; 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.

- 1\* Change - "yard" to "location"
- 2\* Add - "one straight"
- 3/ Delete - "and connected in multiple"
- 4\* Add - "to the operating unit (units)"

A R T I C L E X (UTU)

Road-Yard Movements

Section 1

Section 1:

"Article IX, Section 1 of the Agreement of January 27, 1972 is amended to read as follows:

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 location in the initial terminal (in addition to picking up train) and one straight set out at another location in the final terminal (in addition to yarding the train); one straight 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 to the operating unit (units); 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.

Nothing in this Section 1 is intended to impose restrictions with respect to any operation where restrictions did not exist prior to the date of this agreement."

Q-1: In what sequence may the additional one straight pick-up at the initial terminal and the additional one straight set-out at the final terminal be made?

A-1: In this respect the application is the same as the former rule.

At the initial terminal, after picking up train and commencing out-bound trip, the road crew may be required to make one additional straight pick-up at another location within the limits of its initial terminal in connection with its own train.

At the final terminal the road crew may be required to make one straight set-out at another location within the limits of the final terminal before the final yarding of its train.

\* \* \* \* \*

Q-2: Does the term "another location" include another yard track in the yard in which the train is made up or is finally yarded?

A-2: No.

\* \* \* \* \*

Q-3: Does the term "another location" as used in this Article X refer to any other location within the present yard limits?

A-3: Yes, provided the "location" is in an area where the road crew has seniority rights to work.

\* \* \* \* \*

Q-4: Did the language change from "another yard" to "another location" allow the carrier the right to require road crews to make one straight pick up or set out at another location if this requires the crew to operate off-district and on another seniority district?

A-4: No, unless the carrier had the previous right to require such road crews to set out or pick up at "another yard" located off-district and on another seniority district.

\* \* \* \* \*

Q-5: If arbitraries were paid subsequent to the January 27, 1972 Agreement because the location where the pick ups and set outs were made was not "another yard" and the pick ups and set outs are still made in the same spot, are the arbitraries still applicable?

A-5: If the spot (location) as referred to above is within the initial and/or final terminal and the arbitrary was paid solely because the spot was not "another yard", the arbitrary would no longer apply.

\* \* \* \* \*

Q-6: Does "another location" as used in this rule, include interchange to or from another carrier when such set out and/or pick up had not previously been the practice?

A-6: This revision of the January 27, 1972 rule makes no change with respect to what cars may be picked up or set out, interchange, or otherwise. It merely substituted the words "another location" for "another yard".

\* \* \* \* \*

Q-7: Under Section 1 of Article X, does one straight pick up at another location in the initial terminal and one straight pick up at an intermediate point between terminals mean that the cars must be first out coupled together on the track on which the pick up is located?

A-7: The national rule did not change the rules and practices in effect on the individual properties as to what constitutes a straight pick up.

\* \* \* \* \*

Q-8: Under the road/yard provisions of Article IX of the January 27, 1972 UTU National Agreement, as amended by Article X of the August 25, 1978 UTU National Agreement, is it permissible to have a road crew make a set-out on an interchange track in their final terminal prior to yarding their train, or make a pick-up from an interchange track at the initial terminal after commencing the road trip?

A-8: Yes.

\* \* \* \* \*

Q-9: Carrier instructions place restrictions on the location of certain type cars within the train's consist. If trains are improperly made up by yard crews, road crews are instructed to switch out the cars or rearrange the cars in order to comply with the restrictions. Can these cars be considered "bad order" under the rule so as to require this work of road crews without additional compensation?

A-9: Cars that need to be placed in certain locations of the train and are not otherwise defective are not considered "bad order" for purposes of this rule.

\* \* \* \* \*

Q-10: Is the Carrier correct in contending that the amendment to Article IX, Section 1, of the January 27, 1972 National Agreement providing for one straight pick up and/or set out at intermediate points enroute is nullified by the savings clause contained in Section 2 stating, "Nothing in this section...imposes restrictions...where restrictions did not exist prior to...this agreement" thus permitting the Carrier to require road crews to perform other than straight pick ups and/or set outs at intermediate points?

A-10: No. The savings clause in Article X of the 1978 National Agreement carried forward from Article IX, Section 1, of the 1972 National Agreement was intended to preserve a carrier's rights under local rules and practices; however, its inclusion in the 1978 National Agreement was not intended to preserve any provisions of the 1972 National Agreement which were modified by the 1978 National Agreement.

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