

UNITED TRANSPORTATION UNION
NATIONAL AGREEMENT
OCTOBER 31, 1985

AGREED UPON
QUESTIONS AND ANSWERS

UNITED TRANSPORTATION UNION
R&S DEPARTMENT
AUGUST 25, 1986

A R T I C L E I (UTU)

General Wage Increases

Q-1: Would a payment prescribed for a lunch period/meal period violation be considered a "duplicate time payment" in application of Section 8 of Article I?

A-1: No.

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A R T I C L E 11 (UTU)

Cost-of-Living Adjustments

Section 1

Section 1 - Amount and Effective Dates of Cost-of-Living Adjustments

"(b) While a cost-of-living allowance is in effect, such cost-of-living allowance will apply to straight time, overtime, vacations, holidays and to special allowances in the same manner as basic wage adjustments have been applied in the past, except that such allowance shall not apply to duplicate time payments, including arbitraries and special allowances that are expressed in time, miles or fixed amounts of money or to mileage rates of pay for miles run in excess of the number of miles comprising a basic day."

Q-1: Section 1, Paragraph (b) provides, in part, that while a cost-of-living allowance is in effect, such cost-of-living allowance "... shall not apply to duplicate time payments, including arbitraries and special allowances that are expressed in time, miles or fixed amounts of money or to mileage rates of pay for miles run in excess of the number of miles comprising a basic day." In view of this language, should the 13 cent COLA float from the last agreement be backed out of all arbitraries prior to the rates for such arbitraries being frozen?

A-1: No.

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A R T I C L E I I I (UTU)

Lump Sum Payment

"A lump sum payment, calculated as described below, will be paid to each employee subject to this Agreement who established an employment relationship prior to the date of this Agreement and has retained that relationship or has retired or died.

"Employees with 2,150 or more straight time hours paid for (not including any such hours reported to the Interstate Commerce Commission as constructive allowances except vacations and holidays) during the period July 1, 1984 through July 31, 1985 will be paid \$565.00. Those employees with fewer straight time hours paid for will be paid an amount derived by multiplying \$565.00 by the number of straight time hours (including vacations and holidays, as described above) paid for during that period divided by 2,150."

Q-1: In totaling an employees "straight time hours", as reported to the ICC, are hours earned in service under agreements other than the UTU to be omitted?

A-1: Yes.

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Q-2: Is the lump sum payment to be allowed to employees who have transferred to a new seniority district, have not lost their seniority on the previous seniority district but who subsequently (made) an election to retain seniority on only one of the two seniority districts?

A-2: Yes.

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Q-3: If the answer to the above question is "yes", are all "straight time hours" reported for service on both seniority districts to be included?

A-3: Yes.

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Q-4: Are lump sum payments applicable to suspended employees as well as employees who are later reinstated with rights unimpaired?

A-4: Yes.

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Q-5: Would hours reported for service performed as an engineer as well as a fireman be included?

A-5: Only if the service as an engineer was under an agreement with the UTU.

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Q-6: If a fireman is furloughed and works part-time as a brakeman, would hours reported for service performed in both crafts be included?

A-6: Yes.

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Q-7: (a) Is the lump sum payment applicable to an employee who, on the effective date of the UTU Agreement, was working as an engineer under the BLE Agreement?

(b) If so, are only hours reported for service performed under the UTU Agreement to be included?

A-7: (a) Yes.

(b) Yes.

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A R T I C L E I V (UTU)

Pay Rules

Section 1

Section 1 - Mileage Rates

"(a) Mileage rates of pay for miles run in excess of the number of miles comprising a basic day (presently 100 miles in freight service and 100 miles for engine crews and 150 miles for train crews in through passenger service) will not be subject to general, cost-of-living, or other forms of wage increases.

"(b) Mileage rates of pay, as defined above, applicable to interdivisional, interseniority district, intradivisional and/or intraseniority district service runs now existing or to be established in the future shall not exceed the applicable rates as of October 31, 1985. Such rates shall be exempted from wage increases as provided in Section 1(a) of this Article. Car scale and weight-on-drivers additives will apply to mileage rates calculated in accordance with this provision."

Q-1: Is the over-mile rate for interdivisional runs already in effect frozen?

A-1: Yes, at the rate of pay in effect on October 31, 1985.

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Q-2: Are local or system agreements dealing with interdivisional runs cancelled or have the over-miles just been frozen?

A-2: Such agreements are not cancelled; however, in application of Section 1(b) of Article IV, payments for miles run in excess of the number of miles encompassed in the basic day are frozen at the rate of pay in effect on October 31, 1985 for the first 100 miles or less.

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A R T I C L E I V (UTU)

Pay Rules

Section 2

Section 2 - Miles in Basic Day and Overtime Divisor

"(a) The miles encompassed in the basic day in through freight and through passenger service and the divisor used to determine when overtime begins will be changed as provided below:

"Effective Date of Change	Through Freight Service		Through Passenger Service	
	Miles in Basic Day	Overtime Divisor	Miles in Basic Day*	Overtime Divisor
November 1, 1985	102	12.75	153-102	20.4
July 1, 1986	104	13.0	156-104	20.8
July 1, 1987	106	13.25	159-106	21.2
June 30, 1988	108	13.5	162-108	21.6

**The higher mileage numbers apply to conductors and brakemen and the lower mileage numbers apply to engineers and firemen.

"(b) Mileage rates will be paid only for miles run in excess of the minimum number specified in (a) above.

"(c) The number of hours that must lapse before overtime begins on a trip in through freight or through passenger service is calculated by dividing the miles of the trip or the number of miles encompassed in a basic day in that class of service, whichever is greater, by the appropriate overtime divisor. Thus after June 30, 1988, overtime will begin on a trip of 125 miles in through freight service after $125/13.5 = 9.26$ hours or 9 hours and 16 minutes. In through freight service, overtime will not be paid prior to the completion of 8 hours of service."

Q-1: Is the 102/108 mile day applicable to locals, work trains or road switchers?

A-1: No.

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Q-2: Under an existing agreement covering pooling of cabooses, employees are allowed an additional 1¢ per mile, with a minimum of \$1.00 for the run. On a run of 120 miles the payment would be \$1.20 and on a run of 90 miles the payment would be \$1.00. Under the provisions of Section 2(a) would the payment for the 90 mile run be \$1.02?

A-2: No.

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Q-3: In a commuter operation, the short turnaround passenger service rule provided in the November 21, 1947 ORC-BRT Agreement is utilized, i.e., "no single trip of which exceeds 80 miles". Are the provisions of Section 2(a) of Article IV applicable to this operation?

A-3: No, the provisions of Section 2(a) are applicable to through passenger service and are not applicable to the short turnaround passenger service operation described.

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Q-4: Article IV, Section 2(c) illustrates how to compute the number of hours of overtime, if any, associated with a given through freight or through passenger run. How is the payment for those hours to be computed?

A-4: The overtime payment can be computed in terms of hours or miles with identical results. On an hourly basis, the number of hours determined by the Article IV, Section 2(c) calculation will be multiplied by the basic day rate and by the .1875 factor (which results from multiplying by the punitive factors of 1.5 and dividing by 8 hours). If the hours are converted to miles by multiplying the number of hours by the current overtime division (12.5, 12.75, 13, 13.25 or 13.5) and by the 1.5 punitive factors, then the results will be multiplied by mileage rate derived by dividing the basic day rate by the number of miles encompassed by the basic day (100, 102, 104, 106 or 108).

As an example, a trip of 125 miles made in November 1985, and completed in 11 hours would go on overtime after 9.8 hours (125 divided by 12.75); thus 1.2 overtime hours would be due. At a basic day rate of \$96.00, the overtime pay on an hourly basis would be \$21.60 (1.2 hours * 96.00 * .1875). Converted to miles, the 1.2 overtime hours = 22.95 miles (1.2 hours * 12.75 mph * 1.5). Multiplying rate of .9412 (96.00 divided by 102 miles) also produces the \$21.60 result (1.2 * 94.12 x .19125).

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Q-5: How shall non-duplicate time payments expressed in miles be paid following changes in miles in basic day pursuant to Section 2? (e.g., 50 miles runaround rule.)

A-5: Where the obvious intent of the parties was to apply a percentage of a basic day (e.g., 50 miles equals 50%), such intent shall be continued (50% equals 51, 52, 53 or 54 miles depending on effective date of change.)

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Q-6: Are road employees who are confined to runs which are paid for on a daily basis without a mileage component (basic day) entitled to holiday pay?

A-6: Yes, if they meet the other qualifying requirements.

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A R T I C L E I V (UTU)

Pay Rules

Section 4

Section 4 - Engine Exchange (Including Adding and Subtracting of Units) And Other Related Arbitraries

"(a) Effective November 1, 1985, all arbitrary allowances provided to employees for exchanging engines, including adding and subtracting units, preparing one or more units for tow, handling locomotive units not connected in multiple, and coupling and/or uncoupling appurtenances such as signal hose and control cables are reduced by an amount equal to one-third of the allowance in effect as of October 31, 1985.

"(b) Effective July 1, 1986, all arbitrary allowances provided to employees for performing work described in paragraph (a) above are reduced by an amount equal to two-thirds of the allowance in effect as of October 31, 1985.

"(c) Effective July 1, 1987, all arbitrary allowances provided to employees for performing work described in paragraph (a) above are eliminated."

Q-1: Under a local agreement, employees in a certain territory are currently paid an engine arbitrary of one hour for picking up engines. Is this agreement still applicable?

A-1: Yes, except for the pay provisions. The one hour arbitrary will be eliminated over the period described in Sections 4(a), (b) and (c) of Article IV.

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A R T I C L E I V (UTU)

Pay Rules

Section 5

Section 5 - Duplicate Time Payments

"(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 after the date of this Agreement.

"(b) Duplicate time payments, including arbitraries and special allowances that are expressed in time or miles or fixed amounts of money, not eliminated by this Agreement shall not be subject to general, cost-of-living or other forms of wage increases."

Q-1: Is payment to a road crew of additional compensation for violation of the road-yard rule considered a duplicate time payment?

A-1: No.

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Q-2: Where passenger trains are turned, is a payment currently in effect frozen or eliminated?

A-2: Assuming that this question relates to Sections 5(a) and (b) of Article IV, dealing with duplicate time payments, such arbitraries are frozen at rates in effect on October 31, 1985 for existing employees and are not payable to employees establishing seniority in a UTU represented craft after the effective date of the agreement. If the locomotive only is turned, however, agreements requiring pay for turning locomotives are superseded by the provisions of Article VIII, Section 3(a)2 and/or (b)2, and the arbitrary is eliminated.

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Q-3: Is held-away-from-home terminal time to be paid for at the rate of pay in effect on October 31, 1985?

A-3: No. It is payable at the current rates.

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A R T I C L E I V (UTU)

Pay Rules

Section 6

Section 6 - Rate Progression - New Hires

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

Q-1: An employee, hired on December 1, 1985, works 6 tours of duty per month and, accordingly, on December 1, 1986 he will have worked 72 tours of duty. If he continues to work 6 tours of duty per month and on January 10, 1987 he will have worked his 80th tour of duty, will he be entitled to an increase to 80% of the regular rate effective January 11, 1987?

A-1: Yes.

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Q-2: An employee hired subsequent to the effective date of the UTU Agreement performs his 79th tour of duty on the 365th day following his date of hire.

(a) When would this employee receive a 5% increase in rate progression?

(b) Would a new 365/80 qualifying period then begin?

A-2: (a) After performance of the 80th tour of duty.

(b) Yes.

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Q-3: An employee hired subsequent to the effective date of the UTU Agreement attains his 80th tour of duty 240 days after entering service. Would this employee receive the 5% increase at that time or at the expiration of 365 calendar days?

A-3: At the expiration of 365 calendar days.

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Q-4: Is it intended that the 365 calendar day period be continuous without interruption, such as furlough, injury, illness, suspension resulting from disciplinary action, etc?

A-4: Yes, however, a subsequent 365 calendar day period for purposes of this rule would not commence until the involved employee attains his 80th tour of duty.

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Q-5: An employee hired subsequent to the effective date of the UTU Agreement performs his first tour of duty on January 1, 1986 and completes his 80th tour of duty on January 5, 1987. Would this employee receive a 5% increase after completion of his 80th tour of duty on January 5, 1987 or will he have forfeited the increase by failing to make the 80 tours of duty within the 365 day period, January 1, 1986 - January 1, 1987?

A-5: The 5% increase would be applicable following the 80th tour of duty, i.e., as of January 6, 1987.

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Q-6: If an employee subject to the entry rate provisions of this Article is disciplined, and such discipline is subsequently set aside with pay for time lost, will such pay for time lost be credited toward the 80 tours of duty in a 365 calendar day period?

A-6: Yes.

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Q-7: In application of Section 6, when an engine service employee is placed on the bottom of the appropriate ground service roster in compliance with Section 2, Establishing Brakeman Seniority, of Article XIII - Firemen or a train service employee transfers to engine service on or after November 1, 1985, is such employee considered a new employee and subject to the entry rate provisions?

A-7: No. This section is intended to apply solely to "new hires" who had not established seniority in train or engine service on that railroad.

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Q-8: If an employee does not have 80 tours of duty at the end of a 365 day period, will the 365 days be extended until 80 tours are accumulated and at that point a new 365 day period would commence?

A-8: Yes.

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A R T I C L E V (UTU)

Final Terminal Delay, Freight Service

Section 3

Section 3 - Payment Computation

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

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

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

Q-1: Train (A) arrived at the point where computation of final terminal delay time commenced at 9:00 P.M. Road overtime commenced at 10:10 P.M. and the crew was relieved from duty at 10:30 P.M. Under these circumstances, would 10 minutes final terminal delay and 20 minutes road overtime be the proper payment?

A-1: Yes.

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Q-2: When a crew commences final terminal delay and then overtime becomes applicable, is the mileage stopped when the final terminal delay payments stop or does it continue while overtime is applicable?

A-2: Article V does not change existing agreements on the payment of mileage. Mileage does not stop when pay for final terminal delay stops due to the overtime threshold being reached; however, overtime does not start until the time on duty exceeds the miles run divided by the appropriate overtime divisor.

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A R T I C L E V (UTU)

Final Terminal Delay, Freight Service

Section 5

Section 5 - Exceptions

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

"NOTE: The question as to what particular service is covered by the designations used in Section 5 shall be determined on each individual railroad in accordance with the rules and practices in effect thereon."

Q-1: What is the definition of "district run service" as used in Section 5?

A-1: Road Switcher service as defined in the May 25, 1951 and May 23, 1952 National Agreements.

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Q-2: Does Article V apply to conductor-pilots on detoured trains?

A-2: Depends on local rule covering pilots.

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A R T I C L E V I (UTU)

Deadheading

Existing rules covering deadheading are revised as follows:

Section 1

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. However, when deadheading from the away-from-home terminal to the home terminal is combined with a service trip from such home terminal to such away-from-home terminal and the distance between the two terminals exceeds the applicable mileage for a basic day, the rate paid for the basic day mileage portions of the service trip and deadhead shall be at the full basic daily rate.

"(b) Employees deadheading into their home terminal can have their deadhead combined with service out of that terminal only when the deadhead and service comes within the provisions of short turnaround service rules."

Q-1: If an employee works from his home terminal to the away-from-home terminal and then deadheads from the away-from-home terminal to the home terminal, is it necessary to notify the employee to combine deadhead and service prior to going off duty on the service trip?

A-1: Yes.

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Q-2: Does the Carrier have the sole right to determine whether deadheading will be combined with service or paid for separately?

A-2: Yes.

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Q-3: How is a crew or individual to know whether or not deadheading is combined with service?

A-3: When deadheading for which called is combined with subsequent service, will be notified when called. When deadheading is to be combined with prior service, will be notified before being relieved from prior service. If not so notified, deadheading and service cannot be combined.

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Q-4: Can notification to combine deadheading and service be included in a bulletin: e.g., where a crew regularly performs deadheading that the Carrier wishes to combine with service?

A-4: Yes.

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Q-5: Where deadheading is combined with service with a mileage component, what is the rate of pay for the deadhead portion of the trip?

A-5: The rate of pay allowed for the service portion of the trip.

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Q-6: Does the new deadhead rule deal in any way with employees using their personal automobiles to deadhead?

A-6: No. Use of automobiles is not involved in this rule and local agreements and understandings continue to apply.

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Q-7: Are local agreements such as "if deadheaded by highway, highway mileage applies and if deadheaded by rail, rail mileage applies" preserved by the new agreement?

A-7: Yes, in those situations where deadheading is combined with service and is paid for on a mileage basis.

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Q-8: In situations where the carrier chooses to combine deadheading with service, at what point does initial terminal delay begin?

A-8: At the point and time the crew actually reports on duty for the service trip.

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A R T I C L E V I (UTU)

Deadheading

Existing rules covering deadheading are revised as follows:

Section 2

Section 2 - Payment For Deadheading Separate From Service

"When deadheading is paid for separate and apart from service:

"(a) For Present Employees*

"A minimum day, at the basic rate applicable to the class of service in connection with which deadheading is performed, shall be allowed for the deadheading, unless actual time consumed is greater, in which event the latter amount shall be allowed.

"(b) For New Employees**

"Compensation on a minute basis, at the basic rate applicable to the class of service in connection with which deadheading is performed, shall be allowed. However, if service after deadheading to other than the employee's home terminal does not begin within 16 hours after completion of deadhead, a minimum of a basic day at such rate will be paid if deadheading from service at other than the employee's home terminal does not commence within 16 hours of completion of service, a minimum of a basic day at such rate will be paid.

"A minimum of a basic day also will be allowed where two separate deadhead trips, the second of which is out of other than the home terminal, are made with no intervening service performed. Non-service payments such as held-away-from-home terminal allowance will count toward the minimum of a basic day provided in this Section 2(b).

"*Employees whose seniority date in a craft covered by this Agreement precedes the date of this Agreement.

"**Employees whose earliest seniority date in a craft covered by this Agreement is established after the date of this Agreement."

Q-1: Can a runaround occur when a crew working into the away-from-home terminal is relieved and deadheaded home separate from service?

A-1: Local runaround rules continue to apply.

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Q-2: Are preexisting rules which provide for less than a minimum day payment when deadheaded separate and apart from service eliminated so as to now require payment of a basic day when applicable?

A-2: Yes, unless the carrier has notified the organization of their desire to retain their preexisting rule on or before November 1, 1985.

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Q-3: Section 2(a) provides that the payment to present employees for deadheading separate from service is a minimum day at the basic rate applicable to the class of service in connection with which deadheading is performed. Does this supersede the current rule which provides that payment for deadheading on passenger trains shall be at 1/2 rate?

A-3: Yes.

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A R T I C L E V I I (UTU)

Road Switchers, Etc.

Section 1

Section 1 - Reduction in Work Week

"(a) Carriers with road switcher (or similar operations), mine run or roustabout agreements in effect prior to the date of this Agreement that do not have the right to reduce six or seven-day assignments to not less than five, or to establish new assignments to work five days per week, shall have that right.

"(b) The work days of five-day assignments reduced or established pursuant to Section 1(a) of this Article shall be consecutive. The five-day yard rate shall apply to new assignments established pursuant to Section 1(a) of this Article. Assignments reduced pursuant to Section 1(a) shall be compensated in accordance with the provisions of Section 1(c).

"(c) If the working days of an existing assignment as described in Section 1(a) are reduced under this Article, an allowance of 48 minutes at the existing straight time rate of that assignment in addition to the rate of pay for that assignment will be provided. Such allowance will continue for a period of three years from the date such assignment was first reduced. However, such allowance will not be made to employees who establish seniority in train or engine service after the date of this Agreement. Upon expiration of the three year period described above, the five day yard rate will apply to any assignment reduced to working less than six or seven days a week pursuant to this Article.

"(d) The annulment or abolishment and subsequent reestablishment of an assignment to which the allowance provided for above applies shall not serve to make the allowance inapplicable to the assignment upon its restoration."

Q-1: Does the three year period referred to in Section 1(c) mean the duration of the agreement?

A-1: No. The three year period commences from the date the assignment involved is reduced.

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Q-2: Is the 48 minute allowance provided for in Section 1(c) applicable on guaranteed days, holidays, or just service days?

A-2: Such allowance is applicable on the advertised or bulletined work days of a qualifying assignment, including days on which such assignment is annulled and paid a guarantee.

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Q-3: The Carrier has assignments which are advertised as "mine runs" but which are paid the same rate of pay as local freight. Do the provisions of paragraph (a) of Section 1 which refers to mine runs apply to these assignments?

A-3: Yes, the rate of pay does not change the character of the assignment.

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Q-4: Do the provisions of Article VII, Section 1, allow the Carrier to abolish six day local freight assignments and establish five day road switchers in their place?

A-4: Only if carrier had a preexisting right to abolish six-day locals and establish six-day road switchers. If carrier did not have such right, it must proceed under the provisions of Section 2.

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Q-5: If new five-day road switchers are established pursuant to Section 1, would they be paid the 48 minute allowance or the five day yard rate of pay?

A-5: The five day yard rate of pay.

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Q-6: If carrier did not have a preexisting right to reduce a six day road switcher assignment to a five day assignment and does so under Section 1, how would such an assignment be paid?

A-6: At an allowance of 48 minutes at the existing straight time rate, in addition to the rate of pay of the assignment for a three year period from the date such assignment was reduced. The 5-day yard rate of pay becomes applicable to such an assignment upon expiration of the three year period.

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Q-7: Is the 48 minute payment provided for in Section 1(c) subject to all future wage increases for the duration of applicability?

A-7: Yes, subject to the same increases as the pay of the assignment.

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Q-8: If a carrier reduces an existing road switcher assignment to 5 or 6 days, may it subsequently reestablish the assignment for 6 or 7 days?

A-8: Yes.

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Q-9: Under the above circumstances, is the 48 minute payment suspended during the period in which the assignment works 6 or 7 days?

A-9: Yes. However, it would again be payable if the assignment was subsequently reduced until the expiration of the 3 year period.

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A R T I C L E V I I I (UTU)

Road, Yard and Incidental Work

Section 1

Section 1 - Road Crews

"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 in addition to picking up the train and up to two straight set-outs at other location(s) in the final terminal in addition to yarding the 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. On carriers on which the provisions of Section 1 of Article V of the June 25, 1964 Agreement are applicable, time consumed in switching under this provision shall continue to be counted as switching time. Switching allowances, where applicable, under Article V, Section 7 of the June 25, 1964 Agreement or under individual railroad agreements, payable to road crews, shall continue with respect to employees whose seniority date in a craft covered by this Agreement precedes the date of this Agreement and such allowances are not subject to general or other wage increases."

Q-1: In application of the provisions of Section 1(b), of Article VIII, is there any limit to the couplings that road crews can be required to make when picking up cars?

A-1: The language "spot, pull, couple or uncouple cars set out or picked up by them and reset any cars disturbed" in Sections 1(b) and (c) of Article VIII was intended to apply to setting out and picking up cars and no limit is imposed on the number of couplings a crew may make when performing such work.

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Q-2: Under the provisions of Section 1(a) a crew is relieved from duty at a point short of the off-duty point of the assignment, and is provided transportation to the off-duty point. How are the time and miles involved for such a trip computed?

A-2: The time would be continuous until reaching the off-duty point. Computation of the miles depends on local rules and practices.

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Q-3: Train to be yarded in Track B of bowl yard makes a set-out at east yard, a set-out in Track A of the bowl yard, yards the balance of train in Track B, and then places caboose on the caboose track. Track B of the bowl yard would have held the balance of the train after the set-out at east yard. It is our understanding that the set-out in Track A of the bowl yard is a second set-out in the final terminal. Is this the correct interpretation of the rule?

A-3: No.

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Q-4: Can we require an inbound crew to shove their setouts to a particular spot on the yard track, i.e., to air hose or the bottom of the track?

A-4: Yes.

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Q-5: An outbound crew picks up cars from the A Yard, from the B Yard and couples to the caboose in the C Yard. When would initial terminal delay cease, upon departure from the A Yard or when the train is assembled with the caboose in the C Yard?

A-5: There has been no change in the application of ITD Rules.

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Q-6: May road crews now be required to pick up or set out cars in a foreign carrier's yard or in their own yard in connection with solid over-the-road train movements under Article VII of the 1972 Agreement?

A-6: Article VIII did not change the existing interpretations regarding solid over-the-road train operations.

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A R T I C L E V I I I (UTU)

Road, Yard and Incidental Work

Section 2

Section 2 - Yard Crews

"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 has 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 crews of trains that have been disabled or tied up under the Hours of Service Law and are being brought into the terminal by those yard crews. This paragraph does not apply to work train or wrecking service.

"Note: For performing the service provided in (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 payment 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 of 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 crews in the territory. The use of a yard crew in accordance with this paragraph will not be construed as giving yard crews exclusive rights to such work. This paragraph does not contemplate the use of yard crews to perform work train or wrecking service outside switching limits.

"(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."

Q-1: Is it correct to assume that under Section 2(c) of Article VIII no additional payment would be required for a yard crew serving customers up to 20 miles outside switching limits?

A-1: Yes.

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Q-2: Under Section 2 - Yard Crews - Can we now have a reduced yard crew go the 25 mile limit and perform local work inbound with the train relieved due to the hours of service law?

A-2: The yard crew may be required to perform the local work inbound with the train relieved; however, that portion of the question relating to a "reduced" yard crew may depend on local crew consist agreement.

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Q-3: Does the term "hostling work" in Section 2(e) include hostling work inside switching limits?

A-3: Yes.

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Q-4: Does service pursuant to Section 2(c) of Article VIII require compilation of equity reports?

A-4: No.

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A R T I C L E V I I I (UTU)

Road, Yard and Incidental Work

Section 3

Section 3 - Incidental Work

"(a) Road and yard employees in ground service and qualified engine service employees may perform the following items of work in connection with their own assignments without additional compensation:

- " (1) Handle switches
- " (2) Move, turn and spot locomotives and cabooses
- " (3) Supply locomotives and cabooses except for heavy equipment and supplies generally placed on locomotives and cabooses by employees of other crafts
- " (4) Inspect cars
- " (5) Start or shutdown locomotives
- " (6) Bleed cars to be handled
- " (7) Make walking and rear-end air tests
- " (8) Prepare reports while under pay
- " (9) Use communication devices; copy and handle train orders, clearances and/or other messages.
- "(10) Any duties formerly performed by firemen.

"(b) Road and yard employees in engine service and qualified ground service employees may perform the following items of work in connection with their own assignments without additional compensation:

- " (1) Handle switches
- " (2). Move, turn, spot and fuel locomotives
- " (3) Supply locomotives except for heavy equipment and supplies generally placed on locomotives by employees of other crafts
- " (4) Inspect locomotives
- " (5) Start or shutdown locomotives

- " (6) Make head-end air tests
- " (7) Prepare reports while under pay
- " (8) Use communication devices; copy and handle train orders, clearances and/or other messages.
- " (9) Any duties former performed by firemen."

Q-1: A carrier currently is required to pay an allowance of 15 minutes to a brakeman for supplying his caboose at an outlying point. Is this type of an arbitrary eliminated by the provisions of Section 3 of Article VIII?

A-1: Yes.

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Q-2: An existing rule provides for a preparatory time arbitrary payment to engineers and firemen for each tour of duty worked "for all services in care, preparation and inspection of locomotives, including the making out of necessary reports required by law and the company and being on their locomotive at the starting time of their assignments." Does Section 3 of Article VIII contemplate the elimination of such an arbitrary?

A-2: No, if the engine service employees are required to report for duty in advance of the starting time of the assignment.

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A R T I C L E I X (U T U)

Interdivisional Service

"(b) All miles run in excess of the miles encompassed in the basic day shall be paid for at a rate calculated by dividing the basic daily rate of pay in effect on October 31, 1985 by the number of miles encompassed in the basic day as of that date. Car scale and weight-on-drivers additives will apply to mileage rates calculated in accordance with this provision."

Q-1: A new interdivisional run is established on December 1, 1985 consisting of 200 miles. It is our understanding that overmiles on this assignment will be those miles in excess of 102 miles (the new basic day miles, effective November 1, 1985, pursuant to Section 2(a) of Article IV), and that the 98 overmiles will be paid at the first 100 mile rate (car scale and weight-on-drivers additives applied) in effect on October 31, 1985. Is this understanding correct?

A-1 Yes.

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A R T I C L E X I (UTU)

Locomotive Standards

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

Q-1: Does Article XI apply only to solid trains (as defined in Article VII of the January 27, 1972 Agreement) in "run-through" service?

A-1: Application is not limited to inter-railroad "solid train" operations but it also applies to intra-railroad "run through" service.

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A R T I C L E X I I I (U T U)

Miscellaneous

Q-1: Does the October 31, 1985 National Agreement change, amend or abrogate the UTU July 19, 1972 National Training Agreement?

A-1: No.

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Q-2: When trainmen or yardmen and employees from another craft are transferred to engine service on the same date how should they be shown on the engine service roster?

A-2: Subject to a carrier's legal obligations, employees transferring from another craft, (other than hostler, hostler helper, trainman or yardman) would be placed on the engine service roster on the date they transfer following trainmen and yardmen. If more than one employee transfers from other crafts on the same day, they will be placed on the engine service roster in the order of their earliest date on their craft roster.

Trainmen and yardmen would be offered the opportunity first to transfer to engine service and would be placed on engine service roster in accordance with their standing on train and yard service rosters. Should a trainman and/or yardman pass up transfer at their first opportunity, they would rank in seniority order in accordance with the applicable engine service agreement.

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A R T I C L E X I I I (U T U)

Hostlers

Q-1: If existing rules require a UTU hostler position to be filled under what conditions may carrier discontinue such hostler position?

A-1: Only if no bids are received from a fireman (hostler) with seniority prior to November 1, 1985, in response to an offer pursuant to Letter No. 16 or 17, and the discontinuance of such position does not result in the furlough of a fireman (or hostler) who established seniority prior to November 1, 1985; or the establishment of a hostler position represented by another organization; or there are no firemen (or hostlers) with seniority prior to November 1, 1985 on furlough.

* * * * *

Q-2: If there is a permanent vacancy for a hostler position and there are firemen (or hostlers) with seniority to fill such position, must a fireman be force assigned to such vacancy if no bids are received?

A-2: Yes, under Article IV, Section 3 of the July 19, 1972 Manning Agreement, unless the position is discontinued by carrier pursuant to Article XIII, Section 1(10)(b) of the October 31, 1985 Agreement.

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Q-3: Does Article XIII, Section 1(10)(b) of October 31, 1985 Agreement contemplate the use of other than UTU employees to fill temporary vacancies on UTU filled hostler positions?

A-3: No, unless prior to November 1, 1985, temporary vacancies were filled by employees of another organization under existing agreements or practices.

* * * * *

Q-4: If there is a temporary vacancy on a UTU hostler position and there is an available extra fireman (or hostler) with seniority prior to November 1, 1985 at that point, must he be used?

A-4: Yes, unless prior to November 1, 1985, existing agreements or practices provided otherwise.

* * * * *

Q-5: If there is a temporary vacancy on a UTU filled hostler position and no extra hostler (fireman) is available, is a hostler (fireman) assigned on another shift at the same terminal considered available?

A-5: No, unless prior to November 1, 1985, existing agreements or practices provided otherwise.

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Q-6: If there is a temporary vacancy on a UTU filled hostler position and no extra hostler (fireman) is available, is a hostler (fireman) with seniority prior to November 1, 1985 on his rest day considered available?

A-6: Yes, unless local agreements provide for the use of another employee in such situations.

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Q-7: If hostlers are on a separate seniority roster and a ground service employee is forced to fill a bulletined UTU hostler position, does he establish seniority as a hostler?

A-7: No.

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Q-8: If a ground service employee is force assigned to a bulletined hostler position, when can such ground service employee vacate the position?

A-8: When he has an exercise of seniority under the rules applicable to ground service employees. However, he must remain on the hostler position until a junior ground service employee is qualified or the position is discontinued under Article XIII, Section 1(10)(b).

* * * * *

Q-9: May the carrier discontinue a hostler position pursuant to Section 10(b) and have a yard crew perform hostling service as provided by Section 10(d) if such results in the furlough of a hostler (fireman) with seniority prior to November 1, 1985?

A-9: No, the conditions set forth in Section 10(b) apply.

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A R T I C L E X I I I (UTU)

Reserve Firemen

Q-1: Are preexisting rights of active firemen to exercise seniority restricted by reason of another active fireman having accepted reserve status?

A-1: No.

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Q-2: Are there any conditions under which a furloughed fireman would be entitled to recall account an active fireman accepting "reserve" status?

A-2: No.

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Q-3: If an extra board fireman accepts reserve fireman status will the other firemen on the extra board rotate (first in first-out) on the basis of the reduced number of firemen on the extra board?

A-3: Nothing in the October 31, 1985 agreement changes the manner in which extra lists are manned or utilized. The provisions of Fireman - Manning Agreement of July 19, 1972 and interpretations thereof govern.

* * * * *

Q-4: If a fireman on a fireman's extra board accepts reserve status, may another fireman working as a fireman exercise seniority to the extra board?

A-4: Nothing in the October 31, 1985 agreement changes the manner in which extra lists are manned or utilized. The provisions of Fireman - Manning Agreement of July 19, 1972 and interpretations thereof govern.

* * * * *

Q-5: When a fireman who is on reserve fireman status is furloughed (no firemen's jobs or decline in business) and is later recalled under Article XIII Section 1(II)(2), must that fireman return to reserve fireman status?

A-5: No. However, if reserve fireman status is offered, it may be accepted.

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Q-6: May a fireman in reserve fireman status relinquish that status and return to service without being recalled?

A-6: No, unless the carrier and the general committee agree in advance that reserve fireman status will not exceed a fixed period of time, unless recalled earlier.

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Q-7: When calling a fireman from reserve fireman status, when does the seven (7) day time limit begin?

A-7: From either the date such notice is delivered as evidenced by return certified or registered receipt, or the date letter is post-marked at destination if returned unclaimed to the carrier.

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