

**ARTICLE 1
RATES OF PAY**

Class	Per Day	Per Hour	Overtime Per Hour
Foreman	\$63.56	\$ 7.95	\$11.92
Helpers	\$59.89	\$ 7.49	\$11.23
Car Retarder	\$65.05	\$ 8.13	\$12.20

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

Payment for engine foremen acting as footboard yardmasters shall not be less than two-thirds of one hours' pay in excess of the engine foremen's daily rate.

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

ARTICLE 2 BASIC DAY

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

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

Section (c). Should an extra switchman filling vacancy on a regular assigned crew or used to augment a regular assigned crew, be detached therefrom after commencing work and used to fill vacancy on another crew or augment another crew, he will be paid not less than a minimum day on each crew.

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

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

Doubling trains over when one track will not hold train;

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

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

ARTICLE 2 - BASIC DAY

Award 147 of PLB 1160 Company improperly deducted time from their basic day when crew did not perform service at an industry whose employees were on strike and picketing.

Award 86 of PLB 1922 Sustained claim for 10 minutes of overtime rate deducted when crew did not perform service because industry employees were on strike and picketing. Company officers switched industry for 10 minutes.

NRAB 13334 This award affirmed the standard that a basic day is the remedy for violations of the agreement. "There is no question under our awards but that requiring an employee to perform work properly under the jurisdiction of and belonging to another craft or class of employees entitles him to a day's pay for such work under the minimum day rule."

YDM 13-91 Switchman called and worked Day 1 from 3:30pm-11:30pm; Day 2 called ASAP sick relief (in essence, to double) at 1:35 am, reporting at 2:15 am for job on duty at 11:30 pm. Worked until 7:25 am (dead on HOS at 7:30 am - practice was to tie up short of 16 hours to get around 10 hour rest requirements, so as to be able to again come out in 8 hours at 3:30 pm) The job tied up at 8:05 am, a total of 8 hours 35 minutes on duty. Claimant was paid 6 hours and 40 minutes. Settlement was for 8 hours, 35 minutes, the total on duty time of the job with understanding that in no case could claimant receive less than an 8 hour basic day in accordance with article 9(b)

YDM 194-124 Crew paid two days in addition to their basic day for service outside of assignment on two separate occasions during their tour of duty.

YDM 151-1420 Yard crew paid two additional basic days when departed yard into road territory to retrieve portions of a derailed train on two separate occasions during their tour of duty

**ARTICLE 9
SWITCHMEN FILLING POSITIONS
OF OTHERS**

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

(See YDM 1-132)

Section (b). Switchmen called for any trick shall be paid one day's pay whether work is furnished the entire time or not, except switchmen relieved account sickness or insubordination will be paid only for actual time worked.

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

(See YDM 125-265)

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

(See Memorandum of Agreement YDM 2-56)

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

ARTICLE 9 - ASSIGNMENTS NOT FILLED

YDM 125-1156 Job with foreman and 3 helpers - foreman vacancy not filled that shift. Senior switchman standing for service would have been on overtime - second shift in 22 1/2 hours. Paid O.T. rate.

YDM 148-3717 Herder expired during tour of duty. The vacancy not filled for the balance of that tour of duty.

YDM 148-9684 Herder used to fill a helper vacancy during his shift. Herder vacancy not filled.

YDM 148-9812 Job had consist of foreman and 3 helpers. One helper laid off personal business. The vacancy thus created was not filled.

YDM 148-11338 Job with foreman and 2 helpers augmented with an extra helper. One helper injured during shift and balance of crew continued working. Paid senior switchman standing for service.

YDM 148-13250 Helper relieved account illness. Vacancy not filled. Remaining members of crew held on duty.

YDM 148-15421 Herder taken off job to fill foreman vacancy on yard job. The herder vacancy not filled.

YDM 148-15545 Claim for switchman standing for service paid when herder was moved to a yard job. The resulting vacancy on the herder position was not then filled, which is basis of this settlement

Award 18330, NRAB Job bulletined for a foreman and 3 helpers. One helper injured on duty and his vacancy was not filled for balance of shift.

Dec1020 of SAB 18 While working as helper, was required to perform duties of herder for 25" - herder reported late for work.

Dec 106 of SBA 311 Foreman relieved account illness. Two helpers held on duty till end of shift - no work. "He also serves who only stands and waits."

Award 174 of PLB 1 Two herder jobs - one job vacant. Claimant did work of both jobs for over an hour.

Award 108 of PLB 2472 Denied - Claim for two switchmen standing for service when a vacancy on one job was filled by using a switchman from another yard job. The neutral held that, "The carrier's solution was the practical answer to the situation confronting the on-site supervision at that moment in time." and that the Organization "offered nothing probative to

show that, as a practical matter, extra men could have been called and could have reported within the time limitations of the shifts involved."

This award is a "wrong" award and departs from past awards on this property. It was "dissented" by the organization.

[Award 111 of PLB 2472](#) Sustained claim of a herder for OT rate in lieu of ST rate and a days pay for a switchman standing for service when the herder was moved from his job to a yard crew until a switchman, who had been called, arrived. The board held that since the herder was on OT rate, he should receive OT rate for the yard job and that when he was moved, a vacancy was created on his herder position which should have been filled.

Article 9 - OTHERS HERDING – LINING SWITCHES

Dec 25 of SBA 311 Sustained claim for one switchman standing for service when a yardmaster used a green flag to signal crews and trains to proceed. Interesting reading and several precedent awards cited.

Dec 66 of SBA 311 DENIED - Yardmaster, using radio, instructed engineer of road engine to depart make-up track. Board held this to be instructions only, not injection into the work. Also, see Decision 104 of this Board and Awards 133 and 171 of PLB No. 1.

Dec 71 of SBA 311 Yardmaster hand signaled ATSF crew to proceed. Later, used hand signal for yard engine to proceed. Also, see Dec 74 of SBA 311 & Awards 130, 137, 179, 195 & 254 of PLB No. 1.

Dec 117 of SBA 311 Telegraphers used to line electric switches. Also, see YDM 148-13115

Award 150 of PLB 1 Defines the difference between a yard crew and herders. The Board held that "The issue here is whether the work performed was herding work. The division of work between a herder and a yard crew is well defined. Yard crews and herders both line switches. When a herder lines switches, he may do so for a yard crew, or road crew or others, such as hostlers. A yard crew also lines switches, but they do not do so for other yard crews without being in violation of Article 2. Award 18985, First Division, Judge Sharpe referee, held that one yard crew helping another was not herding work."

Lining Switches

YDM 148-1503 Yardmaster lined a switch. See also YDM 148-991; YDM 148-1002; YDM 148-1021; YDM 148-1089; YDM 148-1170; YDM 148-1235; YDM 148-1269; YDM 148-1605; YDM 148-1681; YDM 148-2017; YDM 148-2150; YDM 148-2191; YDM 148-2193; YDM 148-2194; YDM 148-2212

YDM 52-2490 Helper required to handle necessary switches for movement of self-propelled crane from PFE yard to "C" Yard - paid additional day at foreman rate and two senior switchmen, per Decisions 11, 24 and 50 of SBA No. 311. (Would be for foreman only today). Also, see YDM 148-6131 and YDM 148-5846.

YDM 148-13006 Self-propelled on-rail weed killer operated on yard tracks - MofW employees lined switches. Paid one switchman at foreman rate, per June 25, 1964 National Agreement.

YDM 148-13219 Claim for three senior switchmen when a rail detector used in yard limits and MofW employees lined switches - one switchman paid, per Article III, Section 1(b) of National Agreement dated 6-25-64.

Award 60 of PLB 1922 DENIED - claim contained conflicting statements. Yardmaster contended a switchman requested he line a switch. The switchman denied it.

Award 65 of PLB 1922 Roundhouse foreman lined shop switch.

Award 110 of PLB 531 DENIED - Tower-man (not a switchman) at El Paso, using radio to advise road crew when their train had cleared interlocking plant to insure that train would not foul interlocking plant while crew change was made. Board held there was no evidence to show instructions issued to stop train at a certain place in yard.

Dec1 of SBA 311 Roundhouse employee lined switches on Saturdays, the day off of the regular herder. Also, see Decision 39 of this Board.

Dec 122 of SBA 311 DENIED - Roundhouse employees lining roundhouse switches to turn engines on a balloon track - work formerly performed by switchmen on a wye.

Award 92 of PLB 1160 Mechanical Department employees lining switches to place arriving engines on service track. Involves YDM 2-56.

Award 146 of PLB 116 DENIED - Burlington Northern crews lining switches to interchange. Also, see Decision 420 of SAB No. 18.

Award 9 of PLB 1 Yardmaster at one end of yard observed rear of train go into clear, then by telephone advised yardmaster at other end of yard, who in turn gave hand signal to herder to stop train. Held use of telephone was for signaling. Also, see Awards 66 and 140 of this Board.

Award 214 of PLB 1 DENIED - Lining back of spring switch at roundhouse by Mechanical Department employees. Board held "...the returning of a switch to the position it was in prior to use is normal procedure."

Award 216 of PLB 1 Pacific Electric employees lined yard switches. Involves YDM 2-56.

Award 217 of PLB 1 Sacramento Northern road employees lined yard switches. Award 219 of PLB 1 was identical except it was a claim for 2 switchmen account switches located two miles apart. Award 123 of PLB 2472 overturned these two awards as well as others when Sacramento Northern (or other foreign) road crews having trackage rights through Sacramento and were required to line switches in connection with the movement of their train through the yard. The Board held that since the right to line switches had been extended to road crews, that foreign road crews were also permitted to line switches.

Award 235 of PLB 1 Western Pacific crews lined Jackson Square switches.

ARTICLE 9(b) – HANDBRAKES, SETTING/RELEASING FOR OTHERS

Note: Herders were single position assignments used for lining switches for the arrival and departure of trains as well as assisting yard crews. The following awards are applicable to utility assignments as the modern evolution of the SP West herding jobs.

YDM 52-1177 Herders may be required to set hand brakes on cars doubled over on inbound train by him. The road crew is responsible for setting brakes on the main body of the train.

YDM 52-1364 Paid a day's pay when a helper set hand brakes on train yarded by a road crew.

Award 17683, NRAB Herder instructed to set hand brakes on rear of train. The road crew had been relieved of duty account Hours of Service. The work belonged to a yard crew once the road crew expired. Also, see YDM 52-1158 and 52-1178.

Dec 280 of SAB 18 Road crew claimed a yard day for assisting a yard crew in releasing handbrakes. Decision set forth the principle that all work is allocated to the crew (road or yard) that is handling the cars.

Award 46 of PLB 1 Train partly in road territory. Yard crew yarded train and set hand brakes. Road crew had time to work and work of securing train properly belonged to road crew.

Award 64 of PLB 1 Yard crew required to apply hand brakes on cars handled by another yard crew. Also, see Award 120 of this Board.

Award 132 of PLB 1 DENIED - Claimant released air brakes on engine to be towed by his crew. Also see Award 3 of PLB 2472.

Award 236 of PLB 1 DENIED - We contended members of yard crew released hand brakes for road crew, but, train was not yet made up.

Award 274 of PLB 1 Released handbrakes on a train that was set by another yard crew

Award 105 of PLB 2472 Denied claim of a herder who was required to complete a double-over and release hand brakes for an outbound road crew. The board held that pursuant to the 1972 agreement, a herder may be called upon to perform any item of work that the crew he is assisting can properly be called upon to perform.

Award 106 of PLB 2472 Sustained - Claimed for 3 switchmen standing - paid one switchman standing for service when yardmaster ordered a carman to secure hand brakes on inbound train that expired on hours of service within the yard. Held work was "minimal"

ARTICLE 9(b) - ASSISTING ANOTHER CREW

YDM 52-1516 S.P. switchman assisted a U.P. crew by making a cut on cars to be taken in interchange by the U.P. crew.

YDM 52-2442 Each member of crew lined a switch for another crew - 3 men paid.

YDM 52-2462 Yard crew paid additional day when required to line another yard crew into the yard and then return the switches to normal. Each member of the crew participated in lining of switches.

YDM 52-1475 Two helpers were instructed to make a cut and secure handbrakes on remaining cars in track. A subsequent crew handled the cars cut away from. Both helpers paid at applicable rate (one was on OT rate) for service on another assignment.

Award 18985, NRAB Lined switches for another crew - 1 switchman paid.

Dec 1844 of SAB 18 A Texas & Pacific engine stalled while delivering cars to the SP. An SP yard crew was dispatched to assist in pulling the stalled cars into a designated interchange track.

Dec 32 of SBA 311 Denied claim when a herder, who could only assist yard crews at the east end, boarded and secured a car that had been "launched" down a clear rail by a west end yard crew. The board found that the herder had not departed the east end and if the west end crew had shoved the car to the east end, the herder could then assist them.

Dec 86 of SBA 311 Sustained - Helpers required to pass signals for another crew - foreman paid also.

Award 12 of PLB 1 Sustained - Coupled air hose for another crew.

Award 150 of PLB 1 Sustained - A herder-helper lined switches for another crew - held not herding work. Also, see Award 153 of this Board.

Award 168 of PLB 1 S.P. yard crew required to assist a Texas Pacific crew to deliver cars in interchange.

Award 175 of PLB 1 Another crew took charge of drag while the field-man on first crew still on rear car. Claim for working with two crews. See also PLB 531, Award 135; Award 136; Award 137; Award 138; Award 139 and Award 140

Award 274 of PLB 1 Released hand brakes on train set by another yard crew.

Award 16 of PLB 1922 S.P. yard crew required to assist a Santa Fe crew to complete interchange.

Award 129 of PLB 1160 A Car Retarder Operator watched a shove and notified yardmaster who then relayed to engine foreman when shove was to stop. Paid the CRO and the switchman standing for service (who should have been called in lieu of the yardmaster injecting himself into the work)

**ARTICLE 9(b) ASSIGNMENTS,
WORKING MORE THAN ONE DURING ONE TOUR OF DUTY**

YDM 13-56, YDM 13-57, YDM 13-68, YDM 13-134, YDM 13-132, YDM 13-123, YDM 13-105, YDM 13-103, YDM 52-1093, YDM 125-1256 Herders and CRO's worked overtime - until relief reported. Paid an additional day's pay at overtime rate, in lieu of actual time.

YDM 21-131 Reported and signed "federal register" at 11:00 P.M. - at 11:10 P.M. was placed on another job. Paid 8 hours for each job. (Note: "federal register" was prior to electronic timeslips. One must "perform service" and signing the register was considered service. With electronic timeslips, pulling electronic work orders or other related material from the computer is the equivalent of "signing the register" or performing service.)

YDM 24-16 Reported as helper at 11:59 pm and signed "federal register". Since no foreman was called and he was the senior helper, moved to foreman position at 12:05 am. Paid a two days pay at both helper and foreman overtime rate (it was a 2nd start in 24 hours)

YDM 125-1175 Doubled on 2nd shift for OT rate. Worked for one hour and moved to another assignment. Paid additional day at OT rate. When a switchman is moved from one assignment to another during the same shift, the rate stays the same, it is not another start. See also YDM 52-1332

YDM 52-1452 Worked herder job 749, on duty 2:59 P.M., at 5:20 P.M. was used as helper on job 732 until 6:32 P.M. Paid an additional day.

YDM 52-1475 Two helpers were instructed to make a cut and secure handbrakes on remaining cars in track. A subsequent crew handled the cars cut away from. Both helpers paid at applicable rate (one was on OT rate) for service on another assignment.

YDM 52-1745 Herder required to perform some service normally performed by another herder assignment account other herder released IOD.

YDM 52-2527 Foreman used during tour of duty for herder work. Herder had not reported. See also YDM 52-1421; YDM 52-1446; YDM 52-2268; YDM 52-2399; YDM 52-611

YDM 52-2528 Crew of one assignment required to pass hand signals for another crew.

YDM 148-6139 Extra switchman commenced work as a helper on overtime rate. The foreman was relieved account sickness during the shift and another extra switchman, who was junior to the helper, was used to fill the foreman vacancy. Paid the helper one day's pay at foreman overtime rate as he should have been offered a choice to fill the foreman vacancy.

Award 18985, NRAB Denied when a herder-helper lined switches for another crew. Helpers cannot assist another yard crew. Herder-helpers can.

Dec 774 of SAB 18 Sustained claim for an additional days pay at foreman rate in lieu of 5 hours allowed when a helper completed the shift on the foreman position when the foreman was relieved account injury. The board found that the exception in Article 9(b) applied only to switchmen relieved account sickness or insubordination.

Dec1020 of SAB 18 A helper on yard job used during tour of duty to fill a herder vacancy until man reported.

Dec 2022 of SAB 18 Foreman laid off in middle of shift. A junior switchman was called for the foreman vacancy in lieu of using the senior helper as the foreman. The Board found that there was no local rule calling for the senior helper to be used as the foreman.

Dec 16 of SBA 311 Sustained claim for an additional day's pay at foreman rate. The foreman was relieved during the middle of the shift due to death in family. A junior switchman was called for the foreman vacancy instead of using the claimant, who was the senior switchman on the crew.

Award 64 of PLB 1 Set hand brakes for another crew. Also, see Award 120 of this Board.

Award 174 of PLB 1 Two herder jobs - one vacant. Claimant worked both jobs for over an hour. Also, see YDM 52-1421, 52-1446, 52-1745, 52-2268 and 52-2399.

Award 175 of PLB 1 Worked on two assignments – field-man on rear of cars not released when another crew took charge.

Award 274 of PLB 1 Released hand brakes for another crew.

Award 120 of PLB 1160 Helper on one hump crew was required to assist another hump crew.

Award 157 of PLB 1160 Paid a foreman an additional day for service on a Main Line Tower (console herder) job when he was removed from his job to spend 30 minutes instructing an inexperienced switchman on the tower job.

Award 192 of PLB 1160 Tower herder held over one-hour to instruct an inexperienced switchman. Held that he worked the subsequent assignment.

Award 102 of PLB 2472 Sustained claim for an additional days pay when a herder was removed from his assignment and required to perform work belonging to another herder assignment. How much work performed was irrelevant. The fact that claimant performed any work on the other job is controlling.

Award 111 of PLB 2472 Sustained claim of a herder for OT rate in lieu of ST rate and a days pay for a switchman standing for service when the herder was moved from his job to a yard crew until a switchman, who had been called, arrived. The board held that since the herder was on OT rate, he should receive OT rate for the yard job and that when he was moved, a vacancy was created on his herder position which should have been filled.

Award 42 of PLB 3894 herder required to fill vacancy on a yard crew for part of his shift. Board held that, "...there were two separate vacancies being filled by Claimant for approximately an hour on date of claim..."

Award 44 of PLB 3894 A herder vacancy had not been filled due to a dust storm. Another herder at another location was required to perform service normally performed by the herder that was not filled.

ARTICLE 9(c)(d)(e) - HERDERS

Note: Herders were single position assignments used to line switches for arriving and departing trains. The following awards are applicable to utility assignments which are the direct descendents of the SP West herding jobs.

YDM 148-12759 "Dinky" (Shop Yard) engine shoved car onto lead, outside roundhouse or shop area. Paid additional day at foreman rate for the herder involved and two senior switchmen standing for service.

YDM 52-1354 Shop Yard herder required to go with shop engine onto lead to store department track #1, couple to cars and place them for unloading.

YDM 192-559, YDM 192-1271, YDM 192-1316 and YDM 192-1331 Herders required to relay work instructions from yardmaster to crews. Paid additional day at applicable yardmaster rate.

Award 17683, NRAB Herder set hand brakes for road crew who were relieved under Hours of Service.

Award 17684, NRAB There are no restrictions on locations where a herder can be used.

Award 18985, NRAB Helpers can not assist another yard crew - "herder helpers" can. (Note: In ancient times, a third helper would often be designated as a herder/helpers and could perform incidental herding duties when not otherwise assisting the yard crew to which assigned.)

Dec 30 of SBA 311 Denied - Herder reported 2 car numbers of passing train to yardmaster. In rendering its denial the board further stated "Let it be understood, however, that we are not persuaded that the very minuteness of this occurrence justifies a denial, per se, because a rule can be 'nibbled to death by ducks' if apparently small infractions go unnoticed." Also, see Awards 13467 and 15908, First Division, NRAB.

Dec 40 of SBA 311 Denied claims that a herder who relayed train information via telephone to the operator. The board found that claimant was not required to reduce the information to a written record but was merely conveying information. The board also gave weight to the fact that prior claims had been submitted and then withdrawn which gave the appearance that the organization had acquiesced to the work. See also Decision 2012 of SAB No. 18.

Dec 55 of SBA 311 Sustained claim that herder performed yard switching to cut out helper engines. Note that awards subsequent to the Jan. 27, 1972 agreement have ruled that herders can assist yard "and road" crews and more recently Awards 33 and 129 of PLB 2472 allow road crews to entrain helper engines within yard limits pursuant to the Oct. 31, 1985 agreement. Thus this award should be put in the closet with the rest of our antiques.

Dec 95 of SBA 311 Denied - Herder worked OT assisting a yard crew and made overtime - claimed an additional day.

Dec 103 of SBA 311 Denied - Claim of incidental herding and shorthanded switching denied. Board ruled that crew worked as a unit.

Dec 107 of SBA 311 Denied - Carman coupled road engine to train, prior to departure. Herder busy elsewhere. Board makes distinction between coupling and uncoupling.

Award 9 of PLB 1 Herder's work when one yardmaster notified another yardmaster via telephone when train was in the clear and second yardmaster gave signals to the herder to stop the train.

Award 32 of PLB 1 Denied - Board held "The re-coupling of a train does not require a switch crew...it is a common practice for herders to re-couple trains..."

Award 45 of PLB 1 Denied - Herder made coupling and shoved cars to double over.

Award 162 of PLB 1 Denied - Six herder jobs abolished - 3 new herder jobs established. See request for interpretation and Interpretation.

Award 174 of PLB 1 Sustained - Two herder jobs - one did work east of, and the other west of, the yard office. One job vacant - claimant did work of both jobs for over an hour.

Award 206 of PLB 1
Partially Sustained -

1. Herders abolished - roundhouse employees lined switches on storage tracks. Part 1 of claim was sustained. Company dissent.
2. Shanty #1 herders abolished - new power switch, within CTC territory, operated by dispatcher at Dunsmuir. Part 2 of claim was denied.

Award 146 of PLB 1160 Denied - claims of Klamath Falls switchmen who had contended Burlington Northern road crews performed herding work within Southern Pacific Klamath Falls Yard. The Board held that foreign line crews could line switches when performing Interchange.

Award 148 of PLB 1160 Denied - claim of Roseville switchman for an additional day's pay when required to perform herding work following completion of work on the self-propelled equipment described.

Award 158 of PLB 1160 Most herder positions eliminated pursuant to the provisions of Article IX of the January 27, 1972 National Agreement. Compare with Award 203 of PLB 1160

Award 182 of PLB 1160 Sustained for Footboard Yardmaster rate in lieu of herder (helper) rate. In absence of a yardmaster or footboard yardmaster (both of which annulled account holiday) the herder was required to communicate directly with the dispatcher.

Award 185 of PLB 1160 Denied claims when a herder was required to assist a road crew. The Board found that herders could always assist yard crews and subsequent to the January 27, 1972 Agreement that expanded the work road crews could do where yard crews were employed, those herders could now assist road crews. The Organization dissented.

Award 188 of PLB 1160 Denied an additional day for a herder who set hand brakes on remainder of a train after yard crew had removed 16 cars. The board held that the herder was only assisting yard crew.

Award 199 of PLB 1160 Denied - claim of herders for an additional day when required to take custody of and distribute hand radio sets. Good opinion by the Neutral on the perils of not embracing new technology.

Award 79 of PLB 1922 Sustained - Herder required to drive a company auto for an engine crews use.

Award 113 of PLB 1922 Denied - Herder intermingled with road crew to yard train. Held to be proper after the effective date of the 1972 Agreement.

Award 114 of PLB 1922 L.A. Tower herders required to keep written record of train and engine movements. Also, see Award 115 of this board.

Award 127 of PLB 1922 Denied - claims of Tower Crest Herders for yardmaster pay - on premise that they relayed work instructions to yard and road crews.

Award 30 of PLB 3894 Denied - Herder required to assist road crew in yarding of their train. See also awards 31 and 43

Award 42 of PLB 3894 Sustained - Herder required to fill out a temporary vacancy on a yard crew for part of his shift.

Award 102 of PLB 2472 Sustained claim for an additional days pay when a herder was removed from his assignment and required to perform work belonging to another herder assignment. How much work performed was irrelevant. The fact that claimant performed any work on the other job is controlling.

Award 105 of PLB 2472 Denied claim of a herder who was required to complete a double-over and release hand brakes for an outbound road crew. The board held that pursuant to the 1972 agreement, a herder may be called upon to perform any item of work that the crew he is assisting can properly be called upon to perform.

Award 109 of PLB 2472 Denied - Herder required to use inbound road engines to shove cars to clear so that engines could go to roundhouse. Neutral noted that herder was assisting members of the road crew, no more than that.

Award 111 of PLB 2472 Sustained claim of a herder for OT rate in lieu of ST rate and a days pay for a switchman standing for service when the herder was moved from his job to a yard crew until a switchman, who had been called, arrived. The board held that since the herder was on OT rate, he should receive OT rate for the yard job.

July 17, 2003 Letter of Understanding pursuant to Award 30 of PLB 6305
Union Pacific paid a number of "basic day" claims when Utility Herders at Tucson were required to verify track lists. These herders were not attached to any road or yard crew pursuant to the utility position agreement

ARTICLE 8
DESIGNATED POINT - BEGINNING
ENDING DAY - LOCKER ROOMS

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

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

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

**ARTICLE 7
CALCULATING ASSIGNMENTS
AND MEAL PERIODS**

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

ARTICLE 6 STARTING TIME

Section (a). Regularly assigned yard crews shall each have a fixed starting time and the starting time of a crew will not be changed without at least forty-eight (48) hours advance notice.

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

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

Section (d). Where two shifts are worked not in continuous service, the time for the first shift to begin work will be between the hours of 6:30 A.M. and 10 A. M., and the second not later than 10: 30 P. M.

Section (e). Where an independent assignment is worked regularly, the starting time will be during one of the periods provided in Section (b) or (d).

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

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

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

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

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

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

Section (h). Should a condition arise whereby it is considered necessary to start an

engine at a time other than that prescribed by the provisions of this Article, the General Chairman and Local Chairman representing the yard involved will meet with proper representative of the Company for the purpose of considering and adjusting same.

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

Answer: Said paragraphs are mandatory.

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

Decision: Yes.

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

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

ARTICLE 6 - STARTING TIMES

YDM 162-166 Due to return to Standard Time and due to men doubling on previous shift range, a regular crew was brought on duty one hour and twenty-nine minutes before their regular on duty time. Paid additional day at overtime rate. A companion claim, YDM 148-3243, paid the three senior switchmen standing for service.

YDM 162-206 Yard jobs work in "continuous" service when the nature of the work is the same. That is, if a daylight industry job works 7am to 3pm, then the afternoon job working in the same area should start at 3pm, not earlier or later.

YDM 162-175 Paid two switchmen 3' OT rate when brought on duty and worked extra job 3:00 AM to 11:00 AM. Because extra jobs had been used 5 consecutive days starting between 10:30 PM and 6:00 AM, a regular assignment should have been established with on duty time not later than midnight pursuant to Article 6(g). Thus the two switchmen were compensated as if their job had started at midnight rather than 3:00 AM. Also YDM 162-178

Award 61 of PLB 531 Extra job started outside of starting time bracket. Paid crew as if brought on duty within starting time bracket (4:00 PM in lieu of actual starting time of 5:45 PM). The argument was whether the company could start any extra yard job outside the starting time brackets. Please note that this rule only applied on the EP&SW agreement which formerly was in effect at El Paso TX, Douglas AZ and Tucumcari NM. El Paso is now under the SP West agreement.

YDM 148-3856 It is proper to hold a job for a regular crew, when not rested at the starting time. Also, see YDM 148-3911.

Award 191 of PLB 1 Jobs not in continuous service at same on duty point. First shift job started at 6:30 am, second and third shift jobs started at 3:00 pm and 11:00 pm. Paid an additional 30 minutes OT to second and third shift crews as should have been brought on duty 30 minutes earlier. See also Award 192, 196 and 199 of this Board and Award 2241, NRAB. Compare with denial in Award 118 of PLB 1922

Award 192 of PLB 1 Job should have started at 3:00 p.m., not 2:59 p.m. - paid 8 hours at overtime rate.

Award 252 of PLB 1 Sustained claim when jobs on subsequent shift range was not started at appropriate starting times in accordance with the nature of the work on previous shift ranges. Awards 192 and 196 of PLB 1 dealt with jobs that started at the same location. This award deals with jobs on different shift ranges that have a similar character of work, ie, industry, lead, etc.

Award 106 of PLB 1922 Sustained claim for a new day at OT rate for a yard crew that was released for 4 hours under the hours of service act and then brought back on duty. The Board held that there was no such industry standard and that once a crew is released and are subsequently brought back on duty, it is a new shift and not part of the previous shift. Award 107 paid the crew that stood for the service in this claim.

ARTICLE 6(i) - EXTRA ENGINES

Award 17525, NRAB Denied - Involves question of extra engines starting 6 days within 7. Must be on the designated shift range. Work trains are separate and considered in their own category.

YDM 162-175 Paid two switchmen 3' OT rate when brought on duty and worked extra job 3:00 AM to 11:00 AM. Because extra jobs had been used 5 consecutive days starting between 10:30 PM and 6:00 AM, a regular assignment should have been established with on duty time not later than midnight pursuant to Article 6(g). Thus the two switchmen were compensated as if their job had started at midnight rather than 3:00 AM. Also YDM 162-178

YDM 148-15063 Five days paid to 3 senior switchmen standing for service. Extra engines used 5 days at 11:00 P.M. - a regular job should have been established.

Dec 68 of SBA 311 A regular job was not established under Article 6(i). Should have been established not later than third day following fifth shift. Also, see Awards 76 of SBA 311, Award 101 of SBA 311, Award 102 of SBA 311 and Award 63 of PLB 1160.

Award 62 of PLB 1160 Job should have been established on June 1. Two switchmen put in a written request for that job on June 2. When the job was finally established on June 9, switchmen junior to the claimants were assigned. The Board held that their "written applications were adequate notice to the carrier that these senior switchmen wanted the assignment to which their seniority and the rules entitled them."

ARTICLE 5 LUNCH TIME

Section (a). Yard crews will be allowed 20 minutes for lunch between 4 ½ and 6 hours after starting work without deduction in pay.

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

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

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

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

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

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

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

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

Award 12 of Public Law Board No. 6305

A yard crew who does not have a meal period prior to 5' 40" is entitled to a one-hour penalty.

ARTICLE 5 – LUNCH PERIOD

Decision 5270 of SAB No. 18

Sustained in Part - SP road crew claimed an additional 100 miles account denied a meal period. The Board awarded a one-hour penalty.

Award 23 of PLB 3576 A herder was disciplined for insubordination when he refused the yardmaster's instruction to perform herding duties until after he had finished his lunch. The Board found that "The rule guaranteeing switchmen a lunch period after five hours and forty minutes of work does not apply to Herders. Herders must arrange their meal period with their supervisors." Console herders and utility herders take note!

Award 12 of PLB 6305 A yard crew (not herders) that does not have a meal period prior to 5' 40" is entitled to a one-hour penalty.

YDM 108-23 A herder/helper may have a lunch period at a different time than other crew members if engaged as a herder while the balance of crew is into lunch (Note: In ancient times a third helper on a yard crew was often designated as a herder/helper and would perform incidental herding when not assisting the yard crew)

Note: A yard crew who works beyond 8 hours is entitled to a second lunch period not later than 5' 40" from the conclusion of the first lunch period. Please review article 5 reading:

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

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

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

ARTICLE 4 ASSIGNMENTS

Section (a). Switchmen shall be assigned for a fixed period of time which shall be for the same hours daily for all regular members of a crew. So far as it is practicable assignments shall be restricted to eight hours work.

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

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

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

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

Section (c):

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

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

Note: *Section (c) was modified in 1964 and is appended to this article*

ABOLISHMENTS - RE-ESTABLISHMENT

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

Section (e):

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

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

Section (f):

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

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

3. Switchmen regularly assigned to yard assignments which are to be annulled will be notified prior to the expiration of assigned hours of duty on the last day the assignment works prior to annulment.

(See GEN 2-27 page B-14)

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

COMBINATION ROAD-YARD

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

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

an average of more than four hours of such work within any spread of the same ten hours for ten consecutive working days, as previously assigned, the yard crew assignment will be restored.

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

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

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

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

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

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

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

5. At points where a yard crew or yard crews are employed, the starting time of the first yard crew assignment shall begin a twelve-hour period (herein called the first twelve-hour period) within which road crews may not perform yard service not permitted on the day immediately preceding the effective date of this agreement. Road crews may be required to perform any yard service during a second twelvehour period beginning at the expiration of the first twelve-hour period provided yard crew assignments are not assigned to start or terminate during such second twelve-hour

period.

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

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

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

9. Initial and final terminal delay rules shall not be disturbed by this agreement except that when road crews perform yard service for which they are compensated under the provisions of Section 7 hereof during a period to which initial terminal delay or final terminal delay rules are otherwise applicable, such road crews will be paid either terminal delay or switching, whichever will produce the greater amount of compensation.

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

11. Every employe deprived of employment as the immediate and proximate application of this rule, shall be entitled to the schedule of allowances set forth in Section 7 (a) of the Washington Agreement of May 21, 1936; or to the option of choosing the lumpsum separation allowance set forth in Section 9 of said Agreement. In addition to the foregoing, employes who do not elect to accept the lump-sum separation allowance set forth in Section 9 of said Agreement, if qualified, may elect within one year from the date of their furlough to prepare themselves for some other occupation for which training is available (of the type approved by the Veterans Administration under the Veterans' Readjustment Assistance Act of 1952), with the carrier paying 75 per cent of the tuition costs of such training for a period not exceeding two years. Whenever and to the extent that the United States Government makes provisions for retraining out of public funds, the obligation of the carrier shall be reduced correspondingly. Those employes who elect to accept the lump-sum separation allowance set forth in Section 9 of the Washington Agreement of May 21, 1936 will not be entitled to retraining benefits.

AGREEMENT YDM 2-81 - Effective July 10, 1968

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

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

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

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

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

5 (a). Switchmen eligible for moving expenses and transfer allowance under Item 2 who owns his own home in the locality from which he is required to move as result of the job abolishment shall, at his option, be reimbursed by the Carrier for any loss suffered in the sale of his home for less than the fair value. In each case the fair value of the home in question shall be determined as of a date sufficiently prior to the date of

the event which resulted in the requirement to move in order that the fair value will be unaffected thereby. The Carrier shall in each instance be afforded an opportunity to purchase the home at such fair value before it is sold by the employe to any other party.

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

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

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

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

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

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

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

7. Should a controversy arise in respect to the value of the home, the loss sustained in its sale, the loss under a contract for purchase, loss and cost in securing termination of lease, or any other question in connection with these matters, it shall be decided through joint conference between the representatives of the organization and the Carrier, and in the event they are unable to agree, the dispute may be referred by either party to a board of competent real estate appraisers, selected in the following manner: One to be selected by the Organization and the Carrier, respectively, and if they cannot agree, then these two shall endeavor, by agreement within ten (10) days after their appointment to select a third appraiser, or to select some person authorized

to name a third appraiser, and in the event of failure to agree, then the Society of Residential Appraisers or a comparable organization shall be requested to appoint a third appraiser. A decision of a majority of the appraisers shall be required, and said decision shall be final and conclusive. The salary and expenses of the third or neutral appraiser, including the expenses of the appraisal board, shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them; except, that such expenses incurred by the Organization shall be paid by the employe involved. The salary of the appraiser selected by the Carrier shall be paid by the Carrier. The salary of the appraiser selected by the Organization shall be paid by the employe.

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

June 29,1968 YDM 2-82

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

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

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

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

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

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

Yours truly,
C. A. Ball

ACCEPTED:

John R. Burge
General Chairman

ARTICLE 4(a) - CHANGING CONDITIONS OF ASSIGNMENT

Dec 422 of SAB 18 Nature of work changed. The company did not furnish notice of change.

Award 203 of PLB 1 Hours changed on relief job on 2 of its 5 days. Board held that change sufficient to consider as a new assignment

Award 267 of PLB 1 Starting time changed 29 minutes. Also, the on duty point changed. Under the local agreement it made a new assignment.

YDM 162-222 Starting time changed from 3:00 PM to 3:59PM. Switchman not notified and showed up at 3:00PM. Paid an additional 59 minutes at the OT rate.

Award 91 of PLB 1160 Changed the assignment with less than 48 hours notice. The Board did not agree with carrier argument of emergent conditions.

Award 52 of PLB 531 Posting of a notice advising of change in rest days is sufficient and the incumbents of the job to be changed do not have to be personally notified. References Dec 1859 of SAB 18; Award 40 of PLB 1; Award 155 of PLB 1; Award 162 of PLB 1; Award 164 of PLB 1.

ARTICLE 4(d)(e) - ABOLISHMENTS

YDM 61-1180 A question of whether claimants were notified prior to expiration of assigned hours of duty on the last day the assignment worked, prior to abolishment.

Award 17534, NRAB Job should not be abolished for a short period of time.

Dec 43 of SAB 311 Sustained claims when carrier abolished the 3rd helper on a yard job and established a separate herder position in conflict with a conference memorandum that mandated the 3rd helper to be a herder helper.

Award 10 of PLB 1 Preponderance of duty and lack of good faith claim. Job abolished at end of shift 11/27 - reestablished 12/3. Neutral cited the conference memorandum of October 9, 1934 (RD- 829) which provided that when work was reduced because of holidays, the engine to be retained will be the one with the most work. The Carrier alleged this doctrine does not apply, as the assignment was abolished, not annulled - Neutral didn't agree. Also, see Awards 18326 and 18858 of the First Division, NRAB.

Award 155 of PLB 1 DENIED - Notice posted to abolish an assignment. A timely notice to rescind the abolishment. Also, see Awards 157 and 273 of this board.

Award 162 of PLB 1 DENIED - Six herder jobs abolished - 3 new herder jobs established. See Interpretation of Article 4(e).

Award 170 of PLB 1 Notice posted abolishing job. The following day notice posted canceling abolishment notice. Board held cancellation not in time.

Award 197 of PLB 1 A relief job abolished and the normal work performed by another crew.

Award 276 of PLB 1 The Carrier may revoke or rescind an abolishment notice if the revoking action is taken before substantial movement or irrevocable action has been taken due to the notice of abolishment

Award 281 of PLB 1 Jobs abolished, then reestablished and worked during the 3 day period. Paid all claimants. Carrier argued that claim not valid for 1 man who was laying off. Board held "Part 2 of the rule does not so provide.

Award 1 of PLB 3894 Denied - A continuing claim for loss of earnings for the incumbents of the second remaining assignment discontinued at Coos Bay Yard. The board held that, "... a thorough review of the entire record does not present the conclusive proof to sustain the organization's contentions that the time study was not conducted in accordance with Item 3 of YDM 2-82."

Award 2 of PLB 3894 DENIED A continuing claim for loss of earnings for the incumbents of the last assignment discontinued at Coos Bay Yard. The board noted that the Carrier had rearranged work prior to giving notice for the time study, but held that the Organization had not proven that the changes were for reasons other than "... to promote more efficient handling of traffic through Coos Bay Yard", as the Carrier contended

Award 202 of PLB 1160 Abolished the 3rd helper on an assignment and then filled it from the extra board on the second day. Held that Article 4 applies to assignments and not to positions on an assignment.

ARTICLE 4(c) - LAST YARD ASSIGNMENT

Award 1 of PLB 1160 Denied - Yard crew not on duty. There was one yard crew at Corvallis, Oregon with assigned start time of 8:00 AM and rest days on Saturday and Sunday. The Board held "This unchallenged finding established that at Corvallis Yard prior to the June 25, 1964 Agreement, road crews performed switching to pick up and set out cars when the yard crew was not on duty. Thus the proscription in that agreement pertaining to the "first 12 hours" is not applicable after the yard crew goes off duty." Award 122 of PLB 1160 ; Award 123 of PLB 1160 and Award 151 of PLB 1160 when further denied claims at Corvallis as yard crews had never worked on Saturdays or Sundays. See also Dec 87 of SBA 311.

Award 98 of PLB 1160 Denied. Abolishment of the last yard jobs and all herding jobs at Mojave California. See also Award 93 of PLB 1160

Award 134 of PLB 1160 Denied 360 day separation allowance account claimant had not worked in the yard a full one year prior to the abolishment of the last yard assignment.

Award 135 of PLB 1160 Denied moving allowances under the provisions of YDM 2-81 when last yard job abolished at Indio California. Held that said agreement became effective subsequent to the instant claims.

Award 140 of PLB 1160 Denied claims when road crews lined switches when last yard job on the second shift was abolished at Roseburg Oregon

Award 150 of PLB 1160 Denied claims when roundhouse foreman lined switches after all jobs were abolished at Dunsmuir California

Award 48 of PLB 2472 Denied the protective provisions of YDM 2-81 to two switchmen when the last job on the third shift was abolished at Coos Bay Oregon. The Board found that the claimants had spent a preponderance of the previous year at Coos bay but that the agreement called for them to be continuously at Coos Bay for the previous year.

Award 1 of PLB 3894 Denied - A continuing claim for loss of earnings for the incumbents of the second remaining assignment discontinued at Coos Bay Yard. The board held that, "... a thorough review of the entire record does not present the conclusive proof to sustain the organization's contentions that the time study was not conducted in accordance with Item 3 of YDM 2-82."

Award 2 of PLB 3894 Denied A continuing claim for loss of earnings for the incumbents of the last assignment discontinued at Coos Bay Yard. The board noted that the Carrier had rearranged work prior to giving notice for the time study, but held that the Organization had not proven that the changes were for reasons other than "... to promote more efficient handling of traffic through Coos Bay Yard", as the Carrier contended

Award 61 of PLB 1922 Sustained claim for two Roseburg switchmen for 360 day separation at footboard yardmaster rate. Held that rate was not determined at the time the last job on a shift range was eliminated but rather by the rate performed when request for separation was made.

Award 62 of PLB 1922 Denied claims for \$400 moving allowance under YDM 1-81 for 3 switchmen when last yard job at Corvallis Oregon was abolished. The Board found that none of the claimants had changed their residence as a result of the abolishment.

Award 7 of PLB 6305 Sustained claim for 360 day separation allowance at Footboard yardmaster rate to a switchmen at Klamath Falls, Oregon who applied for such when the Carrier discontinued the last yard assignment on the second shift. The Carrier argued that such provision only applied when switchmen had point seniority (prior to the system seniority consolidation on 3/31/1972). The Board disagreed and held that in the case of an abolishment of the last assignment on any shift, such switchmen are eligible for a moving allowance and ANY switchman in that yard may accept the separation allowance in lieu of the moving allowance.

ARTICLE 4(f) - ANNULMENTS

Article 4(f)2. "Switchmen standing for service on jobs improperly annulled will be paid loss of earnings."

Case 215 of the 1944 Special Adjustment Board

YDM 61-760 Helper reported for regular assignment. Account shortage of switchmen job annulled and claimant used to fill a vacancy on another assignment. Paid two straight time days, in lieu of overtime allowed.

YDM 61-879 Claimants not notified during their last tour of duty of annulment. Called at home. Also, see YDM 61-848.

YDM 61-893 Relief job 62 scheduled to work in place of job 603 on holiday. Relief job was not listed as annulled for holiday - paid the day.

YDM 61-895 Job annulled on holiday. Another job accomplished their normal work.

YDM 148-12943 Extra switchman paid when a job was improperly annulled for one day, per Article 4(f) 2.

Award 4106, NRAB Wrong job annulled on holiday

Award 16080, NRAB Claimant held one hour and 5 minutes. Annulment caused by failure of balance of crew to report. Also, see Award 106 of SBA No. 311 (paid senior switchman when short crew held on duty).

Award 18290, NRAB Improper notice - Company must have had some doubts as to the sufficiency of the notice posted.

Dec 421 of SAB 18 Claimants assignment was annulled for the holiday. Another job accomplished their normal work, working two hours overtime. Claimants were paid the 10 hours pay and cannonball. See Article 4(f)1.

Dec 7 of SBA 311 Sustained claim when one job was annulled for the holiday, and another job performed service in the annulled jobs location. In making the decision, the board held that 4 hours was not the threshold for a preponderance claim, the proper criteria is "volume of work" and "territory." Also, see Award 4106 of the First Division, NRAB.

Dec 20 of SBA 311 Sustained claim when a yard job was annulled on a holiday and another job was sent to work in their territory. Cites conference memorandum RD-829.

Award 62 of SBA 311 Denied - Job annulled for holiday. A notice was posted at starting place, but not at herder shanty. Held to be sufficient.

Award 10 of PLB 1 Job abolished for 4 days over holiday. Another job did the work. Reaffirmed that Award 17534, NRAB said it is improper to abolish a job for a short duration and that the job retained should be the one with the most work.

Award 164 of PLB 1 A newly created job annulled for the holiday. A relief crew did the work. Even holiday annulments must be in accord with the general practice concerning annulments

Award 194 of SBA 642 SR 22-78

Last yard assignment annulled for holiday. Road crew performed yard switching during the first 12 hour period. Paid yard crew one day.

ARTICLE 3 OVERTIME

Section (a). Except when changing off where it is the practice to work alternately days and nights for certain periods, working through two shifts to change off; or where exercising seniority rights from one assignment to another; or when extra men are required by schedule rules to be used, all time worked in excess of eight hours' continuous service in a 24-hour period shall be paid for as overtime, on the minute basis, at one and one-half times the hourly rate. This rule applies only to service paid on an hourly or daily basis and not to service paid on mileage or road basis.

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

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

Decision:

- (a) Eight hours at time and one-half.
- (b) Eight hours at time and one-half.
- (e) Eight hours at time and one-half.
- (d) On account of complying with the 48-hour provision, which makes it permissible to change beginning time, crews only entitled to a minimum day.

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

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

In the application of this rule for extra switchmen the following shall govern:

- (1) This rule applies only to service paid on an hourly or daily basis and not to

service paid on mileage or road basis.

(2) A tour of duty in road service shall not be used to require payment of such overtime rate in yard service. (The term "road service" as used in this paragraph (2), shall not apply to employees paid road rates, but governed by yard rules.)

(3) Where an extra man commences work on a second shift in a twenty-four hour period, he shall be paid at time and one-half for such second shift except when it is started twenty-two and one-half to twenty-four hours from the starting time of the first shift.

A twenty-four hour period, as referred to in this rule, shall be considered as commencing for the individual employe at the time he started to work on the last shift on which his basic day was paid for at the pro rata rate.

(4) An extra man changing to a regular assignment or a regularly assigned man reverting to the extra list shall be paid at the pro rata rate for the first eight hours of work following such change.

(5) Except as modified by other provisions of this rule, an extra employe working one shift in one grade of service and a second shift in another grade of service shall be paid time and one-half for the second shift, the same as though both shifts were in the same grade of service.

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

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

ARTICLE 3(a) – OVERTIME RATE

Senior switchmen standing for overtime rate should be paid accordingly, per Settlement Letters YDM 36-48, YDM 81-251, YDM 125-1156, YDM 125-2834, YDM 148-1343, and Award 22410 (2241?), NRAB.

Award 3786, NRAB If used in advance of regular assigned starting time, on a day your assignment is scheduled to work, a switchman is entitled to OT rate.

CIRCULAR LETTER of May 8, 1978 - an explanation of correct payment following overtime pay for holiday only.

Award 28 of PLB 967 SSR 29-76
Regular switchman not allowed to lay off and extra man lost day at O.T. rate.

YDM 125-414 Regular assigned foreman with starting time at 7:59 am, was used on same shift range for a herder vacancy starting at 6:30 am. Allowed foreman's overtime rate for the service on the herder job. No earnings for his own assignment account within the same shift range. See also YDM 125-519 and YDM 125-687.

YDM 125-2834 Penalty day allowed at O.T. rate because claimant was working at the O.T. rate at time of violation.

YDM 125-1156 A vacancy not filled. Had the senior man been called he would have been entitled to O.T. rate - paid on that basis.

YDM 125-2979 Had claimant been allowed O.T. 8/24, he would not have had 5 straight time shifts in the work week and would not have stood for service 8/25 - paid O.T. for 8/24 and two 8 hour runarounds for 8/25.

YDM 125-2928 Used on second rest day at 11:59 p.m. to 7:59 a.m., paid straight time rate. Worked his regular job next day, on duty 3:59 p.m. Paid O.T. for working his regular job account a second start in 24 hours. Also, see YDM 125-2362.

YDM 125-2893 Worked 5 days on extra board (one day at O.T.) and 2 days on regular job. Paid seventh day, for regular assignment, at O.T. YDM 148-5319 paid the senior switchman standing for service in above claim.

YDM 125-2940 Regular assigned - off Monday and Tuesday - called for service ahead of his assignment on Wednesday. Paid O.T. rate, per YDM 1-132, Illustrative Examples 11 (YDM 125-413) and 18 (YDM 125-405). Also Award 3786 of the First Division, NRAB.

YDM 148-5132 YDM 1-220 (Rest Day) switchman paid O.T. when not called for service when an extra man, who had been laying off, reported too late and was called for service.

Dec 765 of SAB 18 Sustained claim when roundhouse employees moved a car and yard crew should have been used. Because the extra board was exhausted, three regular

assigned switchmen who stood for the service should have been used. The Board paid them at OT rate

Decision 1603 of SAB No. 18 YDM 1-220 (Rest Day) switchman stood for the service, but was not called - paid O.T. rate.

Award 112 of PLB 1 5-day work week. Worked ahead of shift one day. Claimed OT rate when worked rest day on Saturday. The Board held he did not have five 8-hour straight time shifts in.

Award 275 of PLB 1 OT claimed for second start in 22 1/2 hours. Company contends error in payment of O.T. for prior day in same work week should offset claim. Board held not so.

Award 12 of PLB 531 Denied - Used as CRO at 7:00 a.m. ahead of his regular job starting at 3:00 p.m. Claimed O.T. rate under YDM 1-132 (Off assignment) - local CRO agreement YDM 1-288 provided for use at straight time rates.

Award 99 of PLB 1160 Denied – 5-day work week issue. Claimed OT on Sunday but board held that he had not worked 5 8-hour shifts to qualify for OT rate

Monday	8 Hour ST
Tuesday	8 Hour ST
Wednesday	8 Hour OT 22 ½ hour rule
Thursday	8 Hour ST
Friday	ST but relieved sick during shift
Saturday	8 Hour ST
Sunday	8 Hour ST in lieu of OT claimed.

Award 111 of PLB 2472 Sustained claim of a herder for OT rate in lieu of ST rate and a days pay for a switchman standing for service when the herder was moved from his job to a yard crew until a switchman, who had been called, arrived. The board held that since the herder was on OT rate, he should receive OT rate for the yard job.

ARTICLE 3 - WORKING IN EXCESS OF 8 HOURS

Many awards have held that it is a carrier's privilege to require a crew to work overtime when the services require it. See Awards 11215, 14532, 15164, 19359 and 19828 of the First Division, NRAB.

YDM 13-91 Called for sick relief - worked 6 hours and 40 minutes. "Since claimant did not work more than 8 hours he is not entitled to the 8 hours and 35 minutes worked by crew." Job on duty 11:30 p.m. to 8:05 a.m. - proper payment is 8 hours at applicable rate.

YDM 13-56, YDM 13-57, YDM 13-68, YDM 13-134, YDM 13-132, YDM 13-123, YDM 13-105, YDM 13-103, YDM 52-1093, YDM 125-1256 Herders and CRO's worked overtime - until relief reported. Paid an additional day's pay at overtime rate, in lieu of actual time.

YDM 13-186 A herder-helper worked 20 minutes overtime after the other crew members were released. Paid an additional day's pay.

Award 8221, NRAB Sustained claim for 8 hours account was required to work overtime, which prevented his working next day on his regular assignment.

Award 18107, NRAB Switchman who filled vacancy was not available at 11:30 P.M. starting time, account working overtime on previous shift range - 3:30 to 11:50 P.M. Claimant was the senior switchman standing for service at 11:30 P.M. Paid 8 hours at O.T. rate, in lieu of 4 hours O.T.

Dec 1393 of SAB 18 Denied - Crew claimed day at overtime rate, in lieu of 55 minutes worked. Put on tie up track and then called upon to perform additional service when 15 minutes remained in their shift. Held not tied up.

Award 31 of PLB 1 Sustained claim when one member of the crew was detached to perform herding and worked overtime. The organization relies on YDM 125-265 (page 197 - green book). The carrier maintained that because the other crew members made overtime and they all tied up at the same time, that this YDM is not applicable. The board held that it was.

Award 287 of PLB 1 Claimant was called as helper on extra job scheduled to relieve Job 732, 2259 PM to 10:59 PM. Claimant performed service until 10:30 PM when he was required to perform service as foreman until 4:45 AM, Claimant was allowed 8 hours straight time at helper rate and 8 hours at Foreman overtime rate. He had claimed the entire shift as a helper based on Article 4(a) "crew as a unit" rule.

The Board held that "While the rule uses the language "Regular Members of a Crew" and "Regular Assigned Switchmen", there can be no doubt but that the rule also applies to extra men on extra Jobs. Any other construction would lead to many ludicrous possibilities which cannot be tolerated within the framework of labor relations. For example, a regular employee working with extra employees who worked beyond the time the regular employee was relieved would still qualify the regular employee to equal compensation under Article 4. A strict interpretation of the Carrier argument would be a bar, Such a result cannot be read into the intent of Article 4 by a dictionary interpretation of the wording."

Award 17122, NRAB One of many denied awards on this property (SP West) when extra switchmen lost they day because a regular assigned crew was forced to work 5 hours 30 minutes overtime. This Award goes into 21 pages of great detail on the history and how we came by the 8 hour day and overtime rule. Well worth reading for inquiring minds.

Award 117 of PLB 1160 Denied - claim of yard crew standing for service when company worked an extra crew 5 hours overtime on two dates.

Award 106 of PLB 1922 Sustained claim for a new day at OT rate for a yard crew that was released for 4 hours under the hours of service act and then brought back on duty. The Board held that there was no such industry standard and that once a crew is released and are subsequently brought back on duty, it is a new shift and not part of the previous shift. Award 107 paid the crew that stood for the service in this claim.

Award 56 of PLB 2472 Sometimes there is a God. Instructed to perform all work possible within a certain time. Tied up after 8 hours. Disciplined for insubordination and suspended for 30 days. The Board overturned the discipline as it found that he had literally followed the letter of the law.

Award 11 of PLB 2472 Denied - claim for an additional day when required to work overtime. Held "No rule to forbid overtime work." Also, see Award 18 of PLB 2472

Award 13 of PLB 6305 Denied - claim for an additional day when required to work overtime. Held "Claimants were properly compensated under Article 3, Section (a) and given contract provision, any "New Day Rule" must be obtained at the negotiating table, rather than through arbitral fiat . . . "

ARTICLE 10 CANNONBALL SERVICE

*(Sections (a)(b) and (c) apply only to switchmen employed prior to October 31, 1985)
(YDM 1-281 Paragraph 1 and 3 penalties apply to all)*

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

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

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

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

Example 2-Crew leaves Front Street, Sacramento, with cut of cars for Brighton, is required to couple air on cut picked up or en route and returns to Front Street, rate shown in Section (a) applies.

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

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

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

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

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

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

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

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

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

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

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

AGREEMENT YDM 1-281 Effective March 1, 1956

1. There will be no prohibitions against switchmen coupling or uncoupling air, steam or signal hose or bleeding cars except they will not be required to couple or uncouple steam hose or bleed cars in a train yard unit or train yard units of a yard where car repairers or car inspectors are on duty for the purpose of inspecting trains.

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

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

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

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

ARTICLE 1 - RATES OF PAY

- YDM 61-896 Was paid the earnings of his regular job in accordance in YDM 125-475.
- YDM 61-913 Paid earnings of regular job when called to work ahead of his regular job 2 days at Weed.
- YDM 61-961 Paid the earnings of the assignment when bid for a helper vacancy was not accepted and extra switchman was called for the vacancy.
- YDM 125-2928 Rest-day switchman, who worked his second rest day for straight time rate, was paid O.T. rate for working his regular assignment the next day - a second start within 24 hours. Also, see YDM 125-2362.
- YDM 125-2940 Used ahead of regular job on a different shift range - paid overtime rate for that service, plus earnings of assignment.
- YDM 125-1156 A vacancy not filled. Had the senior switchman been called he would have been entitled to O.T. rate - paid on that basis.
- YDM 125-2834 Penalty day allowed at O.T. rate because claimant was working at the O.T. rate at time of violation.
- YDM 125-2893 Worked 5 days on extra board - one day at O.T. and 2 days on regular job. Paid seventh day, for regular assignment, at O.T. YDM 148-5319 paid the senior switchman standing for service in above claim.
- YDM 125-2940 Regular assigned - off Monday and Tuesday - called for service ahead of his assignment on Wednesday. Paid O.T. rate, per YDM 1-132, Illustrative Examples 11 (YDM 125-413) and 18 (YDM 125-405). Also Award 3786 of the First Division, NRAB.
- YDM 125-2979 Had claimant been allowed O.T. on the 24th, he would not have had 5 straight time shifts in the work week and would have been called for service on the 25th - paid O.T. rate in lieu of ST rate on 24th and two 8-hour runarounds for 2nd and 3rd shift on the 25th.
- YDM 148-2001 4-hour runarounds are for the rate of the job in which ran-around, in this case car retarder operator rate. YDM 148-2201; YDM 148-2202 and YDM 148-2126 paid 4-hour runaround at foreman rate to first out switchman when second out switchman worked as helper and first out switchman was forced to work the foreman position.
- YDM 148-5132 YDM 1-220 (rest day) switchman paid an O.T. day when an extra switchman, who had been laying off, reported back to extra board after mark up time and was used for service.
- YDM 148-13398 Paid Footboard Yardmaster Rate for foreman when claim was paid for 3 switchman standing for service.

Award 21380, NRAB Paid overtime rate when not called for service on day off.

Dec 765 of SAB 18 Sustained claim when roundhouse employees moved a car and yard crew should have been used. Because the extra board was exhausted, three regular assigned switchmen who stood for the service should have been used. The Board paid them at OT rate.

Dec 1603 of SAB 18 A YDM 1-220 (rest day) switchman stood for the service, but was not called - paid O.T. rate.

Award 275 of PLB No. 1 Overtime claimed for second start in 22 1/2 hours. Company contends error in pay of O.T. for prior day in same work week should offset claim. Board held not so.

Dec 36 of SBA 311 Denied claim for a penalty day at yard rates in lieu of road rates paid when a yard crew picked up a bad order car outside of switching limits. The board found that the applicable agreement provision applies to switchmen called individually into road service and did not apply to a crew paid a penalty payment for performing outside switching limits.

Dec 63 of SBA 311 Denied - Called for road service, then released. Board held that the one hour allowed under the road agreement was proper payment, the yard call and release rule not applicable.

Award 36 of PLB 531 Regularly assigned engine foreman deprived of extra yardmaster work on his day off, as a result of being required to attend pre-trial conference the following day. Paid a minimum day at the rate of his regular job.

Award 104 of PLB 531 Reaffirms the principle that switchmen are to be reimbursed for loss of earnings when they are not properly called.

Award 106 of PLB 531 Foreman overtime rate, in lieu of helper overtime rate, for rest day service under YDM 1-220.

ARTICLE 11 SWITCHMEN DEADHEADING

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

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

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

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

(Pursuant to Article VI of the Oct. 31, 1985 Agreement, yard rules were modified for deadheads combined with service. Switchmen are deadheaded in continuous time, overtime commencing after 8 hours, from the on duty time at the home terminal until the switchman returns to the home terminal and ties-up. (Q&A 14 of the UTU Interpretation of the 10-31-85 Agreement.)

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

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

ARTICLE 12 SENIORITY SWITCHMEN

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

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

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

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

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

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

Note: The title "yardmaster" as used in this Section will include General Yardmaster

(except at large and important terminals) Assistant General Yardmaster, Yardmaster and Assistant Yardmaster.

(See YDM 79-10, page B-11; YDM 133-26, page B-13; and YDM 192-39 of March 17, 1953 and August 19, 1954, page B-13)

Section (b). The senior switchman in point of service will have the choice of engines. (See Five-Day Work Week, GEN 2-27 of March 25, 1952; page B-14; YDM 1-132, page B-2; YDM 1-148, page B-7; YDM 1-220, page B-9; YDM 1-296, page B-10; and YDM 16-15 of May 1, 1952, December 2, 1952 and March 12, 1954, page B-11.)

Section (c). Should a foreman give up his position, or elect not to perform service as a foreman, he will not forfeit his rights as such. *(1991 National Agreement prevents switchmen from waiving their foreman rights)*

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

Section (e):

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

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

3. Switchmen desiring to lay off, must obtain permission of proper local officials, at least two and one-half (2 ½) hours in advance of the time they are due to

report. Switchman reporting for duty after lay-off must notify proper local officials two and one-half (2 ½) hours in advance of starting time of his assignment. Extra switchmen desiring to lay off must obtain permission of proper local officials at least two and one-half (2 ½) hours in advance of time they desire to lay off, and on reporting for duty after lay-off, they shall give not less than two and one-half (2 ½) hours advance notice prior to 6:30 A. M., 2:30 P. M. and 10:30 P. M.

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

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

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

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

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

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

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

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

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

Section (f). *(Section f deleted as no longer has any application)*

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

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

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

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

Section (h):

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

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

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

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

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

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

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

- (1) Providing suitable lodging, or
- (2) Providing an allowance in lieu of lodging. Such allowance to be based on the local circumstances at the location involved. An employe qualifying for lodging will be allowed \$3.50 in lieu of lodging or he may obtain and pay for lodging at an establishment designated by the carrier and present a bona fide receipt therefor, in which event the actual lodging expense will be paid. (*Modified in 1993 to \$20.00*)

Section (i). Switchmen or switchtenders voluntarily leaving the service of the Company lose all rights under this agreement, and if they again enter the service must take their places as new men.

(See YDM 1-182)

ARTICLE 12 – DISPLACEMENTS – EXERCISING SENIORITY

YDM 36-221 Paid a day's pay when not notified until he reported for duty even though he performed no service. Should have been notified prior to completion of shift the day before. See also YDM 36-372

YDM 36-274 Paid a day's pay when displaced a junior switchman and was not allowed to work. The junior switchman contended the displacement was improper and they both reported for work. The junior switchman was allowed to work and the senior switchman was sent home. The displacement was proper under local rules.

YDM 36-412 Claimant was denied the right to displace a junior switchman. He had marked to the extra board upon return from vacation and worked the first day. The crew dispatcher disallowed his displacement on the 7th day to be effective on the 8th day (local rules required one to be extra for 7 days.)

Award 170 of PLB 1 Carrier posted notice of job to be abolished. Switchman on the abolished job displaced a second switchman who then displaced a third switchman. Carrier rescinded notice at last minute and backed everyone out of the bumps. The Board found that the first bump was improper and rightly rescinded but that the other bump was properly made, even if the cause of such bump was improper.

Award 202 of PLB 1 An interpretation for those yards having a 48-hour displacement rule. It is not 48 hours to the minute but at 12:01 am on the day the displacement is effective that the switchman making such displacement should be moved to the new job.

Award 259 of PLB 1 Not notified of displacement until reported for work.

Award 20 of PLB 531 Sustained. First switchman submitted application for a vacancy that would be awarded to the senior applicant 2 ½ hours prior to start time. A second switchman made application for the vacancy that would have been created by the first switchman but the crew dispatcher would not accept such because, at the time, the first switchman still occupied the position. When the first switchman was awarded the position 2 ½ hours prior to the start time, the second switchman should likewise have been allowed to make application for the vacancy thus created by the first switchman. Held that the crew dispatcher was unreasonable. Refers to settlement letter YDM 61-961. See also Award 58 of PLB 531

Award 58 of PLB 1160 Denied. Claimant notified of displacement while working 11:00 PM shift. Made immediate move onto a job that worked 3:00 PM the following afternoon. Worked 45 minutes OT and not rested for his own assignment. The Board "Nothing in the schedule requires the carrier to arrange its work so that a displaced employee will lose no work in his exercise of seniority."

Award 60 of PLB 1160 Claimant mishandled. Junior man assigned a total of 28 days - company paid the first day only, contending that it was incumbent on this claimant to again exercise seniority and displace the junior man. Board held... "Under such circumstances we do not believe that Carrier has any right to demand that the employee continue to ring an unanswered bell. The time claim gives Carrier notice of its error. The time limit rule protects Carrier from inordinate loss." Claimant was not paid for days he was laying off. See also companion claim in Award 72 of PLB 1160.

Award 65 of PLB 1160 The Board held that: "We find that if claimant was in fact notified of his displacement, which in fact he denies, such notification was improperly entrusted by the crew dispatcher to another switchmen. This procedure we cannot sanction."

Award 66 of PLB 1160 48-hour bump rule. Two senior switchmen bumped both helpers on an assignment. Both displaced switchmen properly notified. However, one of the senior switchmen was required to give 48-hour notice so bump not effective until then. The senior of the two displaced switchman was displaced while the junior remained on the job. See also Award 71 of PLB 1160.

Award 73 of PLB 1160 "Carrier's justification for displacing claimant instead of a man on the job junior to him is that the local rule . . . refers to displacement of 'a' junior yardman rather than 'the' junior yardman. It is fundamental that displacement is in reverse order of seniority. 'The' junior yardman must be displaced, and we have no doubt that the framers of this rule so intended."

Award 74 of PLB 1160 Improperly displaced from helper position on job. Bumped onto foreman position on same job. The board held "The occupancy of the engine foreman's position on the same job from which claimant had been improperly displaced as helper did not ameliorate claimant's deprivation of seniority. Under the settlement YDM 74-27, the positions are as distinct as though separate engines were involved."

Award 81 of PLB 1160 Claimant mishandled. Junior man assigned a total of 12 days. Board held..."Carrier's argument that Claimant knew that Switchman Poet was junior and knew that he could immediately reclaim his job as conjectural and not persuasive. Carrier knew who was senior, and violated that seniority."

Award 82 of PLB 1160 Denied when a switchman was displaced by a senior switchman who had been improperly displaced. The Board held, "We decline to penalize Carrier ad infinitum for a single mistake in applying seniority rules. Claimant was properly displaced."

Award 83 of PLB 1160 Similar to Awards 60 and 81 of this Board. Junior man assigned a total of 10 days. Board held..."Here, however, we have an added factor in that during the time for which claim is made the position from which Claimant was so displaced was vacated and notice posted of its availability. This opening began on February 27." Claim was sustained until that date, the Board holding that the Claimant had a responsibility to mitigate his damage in these circumstances.

Award 84 of PLB 1160 Claimant was improperly displaced by a senior man. Claim was cut off on date displacement could have been properly made.

Award 85 of PLB 1160 Forced to extra board because of wrong info furnished by crew dispatcher - claimed earnings of regular job. Paid 6 days.

Award 104 of PLB 2472 Sustained claim for an additional day as helper when a foreman was not notified of displacement. Upon arriving at work, he discovered that he had been displaced and was directed to work as a helper on the crew. The Board held that "After the claimant became redundant as a result of his displacement, the carrier nevertheless elected to continue to utilize him as a helper on this same crew, thus entitling him to be paid a separate day's pay at the helper rate."

ARTICLE 12(e)(1) - CALL AND RELEASE

YDM 21-81 Claimants called for various times. The call was changed varying amounts of time after they had reported for duty. Paid 8 hours for each job at overtime rate.

YDM 21-100 Called for service - reported and signed Federal Sheet. On duty 20 minutes. Paid 8 hours at O.T. rate.

YDM 21-119 4-Hour Call & Release. Called at 6:31 A.M. for a 7:59 A.M. job. At 7:05 A.M. was told to stay home, the extra engine had been cancelled.

YDM 21-131 Claimants called for 11:00 pm on duty. At 11:10 pm, were taken from that job to work a different job. paid 8 hours for each assignment.

YDM 21-139 Claimant called at 5:00 A.M. - notified at 5:10 A.M.(at home) that his services would not be required. Paid a 4 hour call and release. Also, see YDM 21-119.

YDM 148-11280 Not given choice - 4 hour runaround, per Article 12(e).

Dec 35 of SBA 311 Regular switchman called for extra engine, when only available extra switchman could not be contacted. The extra switchman was later contacted and reported. The claimant reported but was released prior to the on duty time. Paid a day's pay at the applicable rate. See also Award 32 of PLB 531 and Dec 777 of SAB 18 which sustained for extra switchmen who were released after reporting but prior to the starting time.

Dec 42 of SBA 311 Sustained claim when a switchman exercised seniority to another job and reported to work on the 6th day. (This has since been modified by YDM 1-220 in the green book) The board held that when regular assigned switchmen are to be held off their job (as when exceeding the 5 day work week) that the carrier must notify them that they are being held off.

Dec 63 of SBA 311 DENIED - Call and release yard rule does not apply to switchmen called for road service. Article 37(a) of road agreement: "...a minimum of 1 hour."

Award 63 of PLB 531 DENIED An extra switchman used in road service need not mark up in accordance with YDM 1-69, a local Brooklyn Yard agreement

Award 144 of PLB 1 DENIED - Claimant called erroneously twice. He was used on another job starting at the same time and point.

ARTICLE 12(a) - YARDMASTER SERVICE

- YDM 2-59 Outlines order of call for yardmaster vacancies:
1) Where there is no yardmaster extra board and
2) Where there is a yardmaster extra board
- YDM 148-2630 Junior switchmen called for extra yardmaster jobs - no one with yardmaster seniority available.
- YDM 148-2627 In the absence of a switchman with yardmaster seniority, or who is qualified under Article 12(a), the senior switchman not qualified should be used. Also, see YDM 148-2628, 148-2556, 148-3794, and YDM 192-39
- YDM 148-2661 Only unassigned yardmaster paid 6 days when assigned yardmaster used on days off.
- YDM 148-3282 In absence of switchmen qualified to work as yardmaster on that shift range, senior switchman qualified to work as yardmaster on the other two shift ranges should have been used. See also YDM 148-2709
- YDM 148-4024 An unassigned yardmaster regularly assigned as engine foreman worked on temporary yardmaster vacancies and was not removed from yard job position. Also, see YDM 148-4062, 148-11325 and 148-12307.
- YDM 148-11290 A helper was the senior qualified switchman, available with 8 hours to work a yardmaster job, when it was necessary to use a switchman assigned to that shift.
- YDM 192-105 A regular foreman not used on day off to work a temporary vacancy on yardmaster job - a junior foreman used. Paid additional days at yardmaster rate.
- YDM 192-1197 Unassigned yardmaster - sufficient seniority to work in yard where he holds seniority but working as a switchman in another yard, where he does not have yardmaster seniority, will be notified by the company and he must make himself available within 60 days. Also applies to road service.
- YDM 192-1271 Engine foreman required by yardmaster to relay instructions from yardmaster to the engine foreman on another crew. Paid an additional day's pay at assistant yardmaster rate.
- Dec. 770 of SAB 18 Sustained - Claimant not used to fill temporary yardmaster vacancies - he had declined yardmaster work, but at a time when he did not have 306 days as an engine foreman.
- Dec 108 of SAB 18 Denied claim when a junior switchman was promoted to yardmaster over a senior switchman. The board held that the right of the carrier to judge qualification of applications is universally recognized, as upheld in Award 12217.
- Dec. 23 of SBA 311 Sustained claim for runarounds when a senior switchman was not called for temporary yardmaster work. The board held that the language of the agreement states that if yardmaster work is declined, a switchman must do so in writing. The board did not

agree with the carrier's position that because claimant had declined to work when called, that he had forfeited his rights to yardmaster work.

Award 19 of PLB 1 Denied - Yardmasters have the right to temporary vacancies on regular yardmaster jobs. Also, see Award 1178 of the Fourth Division, NRAB. This award illustrates the distinction in the method of filling regular yardmaster vacancies and regular relief yardmaster vacancies. See also Award 176 of PLB 1, Award 35 of PLB 531 and Award 45 of PLB 531. Compare with denial Award 39 of PLB 531 when regular assigned yardmaster had made request for the vacancy

Award 176 of PLB 1 Regular assigned yardmaster, who had not made request, used to fill a relief yardmaster vacancy when qualified switchmen were available (no yardmaster extra board at the time). Also, see Awards 183, 184 and 210 of this Board.

Award 220 of PLB 1 Claimant lacked yardmaster seniority as of the date of claim.

Award 45 of PLB 531 Paid senior switchman standing for service on a relief yardmaster job. A regular yardmaster did not make a request for the work.

Award 139 of PLB 1160 Sustained claims when yardmasters (who were junior as switchmen but senior as yardmasters) from discontinued yards displaced yardmasters (who were senior as switchmen but junior as yardmasters) in other yards. The board found that Art. 12 requires a yardmaster to have 306 foreman days in the yard to which promoted and that he is "promoted in his respective yard." See also Award No. 22410 of the First Division. This file may have a copy of the tri-partite agreement of 1939.

Award 68 of PLB 1922 Denied - claim of senior switchman standing for vacancies on extra yardmaster jobs and temporary vacancies on regular relief yardmaster jobs, when regular yardmasters were used. See also Award 149 of PLB 1160

Award 53 of PLB 2472 Denied - claim when application was made for Yardmaster position. Company refused to honor the bid. Found that company did not act arbitrarily in denying the bid for Yardmaster vacancy.

Award 80 of PLB 2472 Denied two switchmen bid for yardmaster position (neither of which had 306 foreman days in that yard) and position was awarded to the junior switchman. Board held that senior switchman had a poor work record and when carrier based decision on language of Article XII "Ability, merit, fitness and seniority shall be considered", "seniority" came last.

Award 103 of PLB 2472 Denied claim for loss of earnings for a switchman used as a yardmaster after reporting for work. Board held that the claimant was notified prior to commencing work.

Award 6 of PLB 3894 Dismissed a claim on behalf of a senior yardmaster applicant for loss of earnings and correct placement on the yardmaster's seniority roster. The board noted that the dispute arose after the two men had been promoted and ruled that the yardmaster's agreement applied. This decision was based on Decision 1856 of SAB 18. Also see awards 7 and 8 of this board.

Award 10 of PLB 3894 Sustains in part a claim on behalf of a senior applicant for a yardmaster position for the earnings of a junior applicant and for correct placement on the yardmaster's seniority roster. The board cited Award 21429 of the First Division, NRAB, and ruled that this dispute was within the jurisdiction of the Switchman's Agreement. The board held that the carrier's position was capricious and arbitrary and it corrected claimant's yardmaster seniority date. However, claimant was allowed only the difference in earnings from the time the dispute arose until the time claimant transferred to another yard and was dissented by the organization for that reason.

Award 21 of PLB 3894 Denied claim on behalf of an unassigned yardmaster. Claimant was displaced as a yardmaster and exercised seniority as a switchman. Another yardmaster vacancy arose and a junior switchman bid and was awarded the job, there being no bid submitted by claimant. Subsequently another yardmaster job was opened for bid and claimant bid the position but was denied the bid. The board held that claimant had forfeited his rights to yardmaster work when he failed to bid on the first position. (The Claimant in this case was Bruce Holder)

Award 1 of PLB 6153 The Carrier has the right to demote a yardmaster during the probationary period if they determine the employee does not have the fitness or ability to perform the service. UTU vs. Norfolk and Portsmouth Belt Line Railway

ARTICLE 12 - FOREMAN RATE AND FORMAN VACANCIES

YDM 13-83 The claimant was a regularly assigned helper, on duty 11:59 PM. At 4:59 AM the foreman was removed from his assignment to relieve a yardmaster who had taken ill. The claimant worked as engine foreman for the balance of the shift. Allowed foreman's straight-time day, in addition to helper's straight-time day. The regularly assigned foreman was allowed eight hours at engine foreman rate plus 3 hours at yardmaster rate, per Article 4 of the Yardmaster's Agreement.

YDM 24-11 The claimant was a regularly assigned helper on Job 730, on duty 2:30 PM. At 10:30 PM the engine foreman was overtaken by the Hours of Service Law. The crew continued to their tie up point, where the claimant informed the yardmaster where the cars being handled were left, delivered the waybills, completed time slips, and tied the crew up at 11:30 PM. He was allowed 8 hours pay at helper rate. In addition he was paid one yard day plus 1 hour overtime at the engine foreman rate. Also, see YDM 24-28.

YDM 61-715 Not allowed to work as foreman on job of his choice - paid a foreman day in addition to helper earnings. Also, see YDM 61-1011.

YDM 61-725 A regularly assigned helper had not made written request to work temporary vacancies as engine foreman. On date of claim, the engine foreman position was vacant. The claimant was instructed to work as engine foreman this date. Other qualified switchmen, who had made written request to work temporary engine foreman vacancies, were available. He was allowed his earnings as foreman plus a helper day.

YDM 125-995 The claimant filled a vacancy as helper on Job 831, on duty 7:59 AM. Overtime was allowed account second start within 22½ hours. At 12:25 PM the foreman of that job was injured. Claimant worked as foreman for the balance of the shift. Allowed a day's pay at foreman overtime rate in addition to a day's pay at the helper overtime rate.

Award 18234, NRAB Claimant bid for foreman vacancy and reported for work - was not allowed to work because not considered qualified.

Dec 774 of SAB 18 The claimant was a regularly assigned helper, on duty 6:30 AM. At 9:30 AM the foreman was relieved, injured on duty. Claimant worked as foreman for remainder of shift. Allowed eight hours at helper rate for service 6:30 AM to 9:30 AM plus an additional day's pay at engine foreman rate, per Article 9(b) of the current agreement. Compare with Dec 2022 of SAB 18 where foreman laid off in middle of shift. A junior extra switchman was called for the foreman vacancy in lieu of using the senior helper as the foreman. The Board found that there was no local rule calling for the senior helper to be used as the foreman.

Dec 16 of SBA 311 Claimant started shift as helper - foreman relieved during the shift - a junior extra man was called from the extra board for the foreman vacancy when senior switchmen were working as helpers. Local agreement provides that foremen vacancies will be filled by the senior switchman working on the crew. Also, see Awards 260 and 261 of PLB 1, YDM 148-6124 and YDM 148-6139.

Award 261 of PLB 1 Carrier allowed a 4-hour runaround but the Board allowed a day's pay when a senior extra switchman was called as a helper and a junior switchman was called to work as the foreman

Award 287 of PLB 1 Started shift 2:59 PM as helper. Foreman relieved at 10:30 pm. Claimant filled the foreman vacancy until tied up at 4:45 AM. He was allowed 8 hours helper rate for service 2:59 PM to 10:30 PM and 8 hours engine foreman rate for service 10:30 PM to 4:45 AM. Board allowed an additional 5 hours and 46 minutes overtime helper rate, per Article 4, Sections (a) and (b), ruling, "there can be no doubt but that the rule also applies to extra men on extra jobs."

Award 43 of PLB 3576 Sustains in part a claim for a day's pay at foreman rate on various dates and pay for attending formal investigation for a switchman charged with violation of rules as the result of a collision. The carrier assessed claimant 60 demerits and removed his foreman rights. The Board upheld the discipline assessed to the extent that the 60 demerits assessed were justified. The Board allowed claimant a day's pay at the foreman rate of payment applicable each day from the date he was disqualified from that position until he was advised he could again work as a foreman.

Award 104 of PLB 2472 Sustained claim for an additional day as helper when a foreman was not notified of displacement. Upon arriving at work, he discovered that he had been displaced and was directed to work as a helper on the crew. The Board held that "After the claimant became redundant as a result of his displacement, the carrier nevertheless elected to continue to utilize him as a helper on this same crew, thus entitling him to be paid a separate day's pay at the helper rate."

Award 106 of PLB 531 Sustained - Claimed for 3 switchmen standing - paid one switchman standing for service when yardmaster ordered a carman to secure hand brakes on inbound train that expired on hours of service within the yard. Held work was "minimal"

Award 115 of PLB 2472 Sustained claim when a switchman was restricted by the local manager from working foreman positions. The Board held that he was to "made whole" for any loss of earnings including any calls he would have been used for extra foreman vacancies.

ART 12 - Doubling Through on Subsequent Assignment

The researcher should bear in mind that these settlement letters relate to a period in time when switchmen could work 16 hours under the hours of service act. Thus, regular switchmen would often double ahead of or behind their regular assignment. With the advent of the 14 and now the 12 hour law, this practice has changed but some of the principles still apply when one “doubles” or in UP Speak, works a “mini-shift.”

YDM 148-1557 Regular assigned switchman was used ahead of his shift. The job he was called to fill worked one-hour overtime thus he was not available at the start time of his regular assignment. Even so, the Carrier allowed him to perform service on his regular job. This settlement letter sets forth the principle that when a switchman is not rested for the start time of his regular assignment, an extra switchman should be used for the vacancy. (The regular switchman would have been paid the earnings of his own assignment in accordance with YDM 1-132)

YDM 148-1496 Regular assigned switchman worked his own job 7:59 am – 3:59 pm and was called to double through on a job that commenced at 3:30 pm. Paid a regular assigned switchman, who had a start time of 3:59 pm, 8 hours at OT rate for being runaround. The first switchman was not available at the start time of the job but the runaround switchman was.

YDM 148-2186 Paid runaround to 2nd shift switchman who should have been called to fill a vacancy on the 1st shift when a 3rd shift switchman was called to double through onto the vacancy but was still working at the start time. Note the language “. . . and being the senior assigned yardman having connecting hours and starting point . . . “

Decision 1603 of SAB No. 18 Paid 1 day at overtime rate when not called to double - lived within calling limits. Company tried to call - no answer - caller not sent to claimants home.

YDM 148-1521 Extra switchman worked 7:30 am until 3:30 pm. A junior extra switchman (seniority XB) worked 3:30 pm until 11:30 pm and then was used to double on a job starting at 11:30 pm while Claimant was used at 11:59 pm. Claimant should have been called first for the job starting at 11:30 pm since they both had 8 hours to work and Claimant was senior (first out).

ARTICLE 12(e) – RUNAROUNDS

Article XXIII – Make Whole – Nov. 16, 1993 SP West Agreement reading:

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

YDM 148-634 Referred to in several settlements but cannot locate this file

YDM 148-854 Extra switchman stood for service at 2:30 pm but was runaround. He was used on the same shift range with a later start time. Paid 4-hour runaround. See also YDM 148-2085

YDM 148-1521 Extra switchman worked 7:30 am until 3:30 pm. A junior extra switchman (seniority XB) worked 3:30 pm until 11:30 pm and then was used to double on a job starting at 11:30 pm while Claimant was used at 11:59 pm. Claimant should have been called first for the job starting at 11:30 pm since they both had 8 hours to work and Claimant was senior (first out).

YDM 148-2201 Paid 4-hour runaround (The rule has since been modified to 8 hours in 1956 and then to earnings in 1993) to first out switchman when second out switchman worked as helper and first out switchman was forced to work the foreman position. See also YDM 148-2202 and YDM 148-2126

YDM 125-1156 Regular foreman failed to show. Senior helper used as foreman and vacancy thus created on helper position was blanked. An Extra switchman stood for the foreman position but was not called. Had he been called he would have stood for overtime.

YDM 148-3431 Regular man allowed to work 6 straight time shifts in his work week. Paid senior switchman standing for service 8 hours.

YDM148-2352, 148-2518, 148-2519, 148-2520, 148-2523, 148-2529, 148-2530, 148-5154 and 148-5155 Extra switchman not given a choice when held for a job requiring 15 hours rest as no others on the extra board had 15 hours off. Paid a four-hour runaround. Refers to YDM 148-3143. Note: FRA Hours of Service provisions require some positions to have 15 hours rest both before and after service and further those positions could only work 9 consecutive hours. Historically, train dispatchers fall under these provisions and in certain circumstances, herders were also required to have 15 hours rest.

YDM 148-12307 An unassigned yardmaster improperly permitted to hold a yard job position while exercising his seniority and working as a yardmaster, on temporary yardmaster vacancies. Also, see YDM 148-4024, 148-4062 and 148-11325.

YDM 148-12692 Claimant attended an investigation at 8:00 A.M. Was not called for a vacancy at 9:33 P.M.

YDM 148-10124 Two regular men worked - not rested. Two senior switchmen paid runaround - men used had less than 8 hours to work. (Carrier could have held the starting time until the regular men were rested.)

YDM 148-15545 A herder was taken from his assignment and used to fill a helper vacancy on a yard assignment from 5:00 A.M. till 7:59 A.M. The resulting herder vacancy was not filled for the balance of the shift that date. Paid the senior switchman in accordance with Award 18330 of the First Division and YDM 148-1338.

YDM 148-6277 Paid the three senior switchmen an 8 hour runaround. Extra engine called at 4:30 A.M. and junior switchmen used. Board should have been remarked at 12:01 A.M.

YDM 148-3918 8 hour runaround - a junior switchman used on a job after starting time.

YDM 148-3990 Paid five 8 hour runarounds on two dates. Extra man erroneously marked as having worked 5 straight time shifts in the work week. Also, see YDM 148-3991 - paid three 8 hour runarounds each day of claim.

YDM 148-3349 Improper to use a regular switchman for a job starting at a later time that shift range, who has declined a call for a job with an earlier starting time.

YDM 148-4837 Extra switchmen who refuse a call to double through will not be treated as missing call or laying off for board placement purposes.

Award 18107, NRAB Paid 1 day at overtime rate, in lieu of a 4 hour runaround. Man called was not available at the time he was called. Claimant, senior regularly assigned switchman, was not called.

Dec 777 of SAB 18 Extra switchman called and reported - regular man had marked up and was working. Paid a yard day. Also, see Dec 35 of SBA No. 311

Decision 1603 of SAB No. 18 Paid 1 day at overtime rate when not called to double - lived within calling limits. Company tried to call - no answer - caller not sent to claimants home.

Dec 26 of SBA 311 DENIED - Claim for a 4 hour runaround - switchman only have choice at time of call - not later vacancies. Held improper to recall the extra board for vacancies that occur after calling time. Cites Decision 1401, 1402, 1403, and 1404 of SAB 18 and Award 16530 of the First Division.

Dec 27 of SBA No. 311 A helper-herder position created by agreement. Incumbent improperly used to fill another position on the same crew.

Dec 35 of SBA No. 311 Regular switchman called for an extra job - after reporting was sent home. Paid 8 hours at applicable overtime rate. Also, see Decision 777 of SAB No. 18.

Dec 68 of SBA No. 311 Paid 5 days a week for 8 weeks account regular assignment not established under Article 6(i).

Award 146 of PLB No. 1 DENIED - Claimant was called could not be reached by telephone. "The Callers records, in the usual course of business, are presumed accurate. Claimant

alleges he was home, and offers to bring in proof, but does not do so. Unlike Award 34 of this Board, which involves discipline for missing a call, the present claim is an administrative calling procedure and the burden is not on the carrier but on the claimant." See also Award 147 of PLB 1

Award 158 of PLB No. 1 A vacancy at 11:00 P.M. Switchman used had reported at 8:45 P.M., too late, should have reported by 8:00 PM.

Award 172 of PLB No. 1 Paid two 8 hour runarounds. It is not a "missed call" when phone bad ordered or busy. Also, see Award 40 of PLB No. 531 and Award 186 of PLB 1

Award 32 of PLB 531 An extra man called, reported, then released a few minutes before starting time of assignment. Paid a day's pay at the applicable rate, per Article 2(a).

Award 40 of PLB 531 Because of telephone failure, extra switchman was runaround on 2nd shift and claimant placed to bottom of rotary board. Also, see Award 172 of PLB No. 1.

Award 58 of PLB 531 Claimant's bid on an anticipated open space was refused. Paid 10 day's pay. Board held "There was no purpose in playing games with the clock and we find this was not the purpose of the rule nor the intended result; nor would it lead to any useful end---perhaps to an absurdity."

Award 9 of PLB 1160 Paid five 8 hour runarounds and one 4 hour runaround - claimant lived within the calling limits. The caller had telephoned and left a message with an unidentified women to have claimant call the railroad.

Award 13 of PLB 1160 Paid two 8 hour runarounds. Crew dispatcher's contention as to claimant's request to lay off not supported in the records.

Award 60 of PLB 1160 Claimant mishandled - a junior man assigned - a 28 day claim. Company paid 1 day, contending claimant had an obligation to displace a junior man. Also, see Award 58 of PLB No. 531 and Decision 68 of SBA No. 311

Award 86 of PLB 1160 Denied. On duty location of extra engine changed after reporting for work. Held that 12(e)(4) does not apply since it only covers a vacancy that did not exist.

Award 1 of PLB 2472 A 4 hour runaround - required to work as foreman - not offered a helper vacancy on another assignment.

Award 32 of PLB 3894 Claimant contended he was not called for work and that he was at home and available for service. The Carrier contended that the call was made and that claimant missed the call. The Board ruled that the record was devoid of any proof of a substantial nature to ascertain what actually took place, and it dismissed the case accordingly.

ARTICLE 19 PRESENTATION OF GRIEVANCES

Section (a).

Item 1: Any claim of a switchman or switchtender not submitted in writing to Superintendent or his representative within ninety (90) days from the date of the occurrence on which claim is based will be deemed to have been abandoned. A claim properly presented in accordance herewith and not denied by the Superintendent or his representative within ninety (90) days from date claim is received will be allowed, but this shall not be considered as a precedent or waiver of the contentions of the carrier as to other similar claims or grievances.

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

Item 2: When time claims made within ninety (90) days of the date of occurrence are declined, the employe affected or his authorized representative shall have ninety (90) days from the date of notice declining claim to present a written grievance covering the claim to the Superintendent. If grievance is not filed within such ninety (90) day limit, the claim will be deemed to have been abandoned. When a written grievance covering claim is properly presented to the Superintendent in accordance herewith and is not denied by the Superintendent within ninety (90) days from date grievance is received, the claim will be allowed, but this will not be considered as a precedent or waiver of the contentions of the carrier as to other similar claims or grievances.

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

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

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

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

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

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

"Decision by the highest officer designated by the carrier to handle claims shall be final and binding unless within one year from the date of said officer's decision such claim is disposed of on the property or proceedings for the final disposition of the claim are instituted by the employe or his duly authorized representative and such officer is so notified. It is understood, however, that the parties may by agreement in any particular case extend the one year period herein referred to"

is interpreted to mean that the decision by the highest officer designated by the carrier to handle time claims shall be final and binding unless within one (1) year from the date of said officer's decision (made subsequent to discussion of the case in conference as provided in Item 5) proceedings for final disposition of the claim are instituted by the employe or his duly authorized representative and such officer is so notified, subject to extension by mutual agreement.

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

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

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

ARTICLE 19 - CLAIM HANDLING

YDM 148-11290 Shows that check of records will establish proper claimant.

Dec 67 of SBA 311 Sustained claim when Local Chairman submitted original claim to Superintendent in letter form rather than via a timeslip.

Award 122 of PLB 2472 Carrier agreed to hold certain claims in abeyance pending the resolution of pilot cases at a Public Law Board. Carrier did not like the decision and reneged on paying the claims held in abeyance. The Board ruled that "Given the record, SPTC may not now seek to avoid the consequences of the commitment it made to the Union because SPTC found the awards of PLB 3894 unpalatable."

Conflicting Facts

Dec. 9 of SBA 311 Dismissed a claim when a yardmaster was accused of lining a switch. This case shows the importance of developing all the facts at the initial handling of the claim.

Dec 29 of SBA 311 Denied claim. The board held that "where there is a dispute over the material facts in question, we sometimes have to weigh the contending positions in a fine balance. As has been said by the First Division in many awards, if we find the balance even, we have no choice but to dismiss the claim." The board also examines all the problems with trying to verify telephone conversations and how they are treated in a court of law.

Award 65 of PLB 1 Dismissed claim for a switchman. When there is a dispute in facts, we lose. This is why it is so important to gather all the facts, supporting statements from witnesses and properly document each claim. The burden of proof is on the claimant and if its a tie, we lose.

Award 198 of PLB 1 Claim submitted by a junior switchman for a senior switchman. Local Chairman wrote Superintendent that claim was valid. Afterward, claim was denied. No further appeal by LC. The appeal must be written after the grievance is denied per Art 19(a).

Dec 409 of SBA 18 Dismissed claim of two helpers who maintained the foreman instructed them to couple the air hoses. The foreman stated that no air was coupled by his crew other than between the engine and first car. Irreconcilable conflict in facts.

Documentation

Dec 692 of SAB 18 Denied - Claims of unidentified claimants and unspecified dates. Cites Decisions 32, 192, 297 and 317 of this board as illustrative of proper blanket or reoccurring claims. Also review Decision 718 of this board

Dec 1405 of SBA 18 Denied - "A reasonable search by the carrier of its records could properly be required in support of a claim under the formula laid down in our Decisions 692 and 718 supra, but not an unreasonable one, particularly where claimants could themselves, as here, reasonably have developed the facts in support of more specific claims"

Award 219 of PLB 1 Continuous claims - Claims listing specific dates and times were paid - claims not documented were not paid.

Award 128 of PLB 1 Dismissed - The claim sets forth the trainman used but is vague and indefinite as to the switchman claimant.

Award 200 of PLB 1160 Sustained in part - "We will not sustain continuing claims not heretofore identified as to specific instances and individuals."

Comply now, Grieve later

Award 60 of PLB 1160 "Claimant must 'comply now, grieve later' and that is as it should be."

Miscellaneous

Award 251 of PLB 1 DISMISSED - Claimants not properly identified.

Award 62 of PLB 854 SSR 14-75
The original claim must be for the proper date. If the organization or the carrier makes an error in date, but in fact the body of the letter defines the claim in order that the other party may properly identify it, such does not constitute a bar to progress the claim.

Award 6 of PLB 1634 SSR 10-78
"...if any legitimate claims exist they would be for the extra men standing for service at the time of the alleged violation."

Award 88 of PLB 1160 "Emergency" should be clearly indicated during handling and carrier must plead emergency in its initial denial, not in "hindsight." Compare with Award 40 wherein the Board held that "The Organization makes the point that the 'controlling rule applicable to this claim does not have an emergency clause.' We reject that as untenable; truly emergent conditions warrant the disregard by Carrier of craft and job distinctions without penalty. To hold otherwise would ignore reason and common sense."

Award 149 of PLB 531 A claim of merit - denied by company because of a typo error as to the time and was later corrected by another letter. Board held "..a simple error." Other facts sufficiently identified the claim.

Awards 16 of PLB 1 Claim for senior switchman standing for service when brakemen performed yard work. See company letter YDM 1-352, re BRT claims. Also Award 17 of PLB 1. Also, see "Interpretation of Awards 16 and 17"

Dec 766 of SAB 18 DENIED - Company had previously paid the 3 senior switchmen standing for service when Santa Fe had received cars in interchange from a non-designated track at 12:30 P.M. This claim for same violation at 4:10 P.M. Decision holds that one payment will suffice for the 2 violations - "It cannot be presumed that the crew so compensated would not have also performed the service for which claimants contend, starting at 4:10 P.M. that day, and thus claimants were not denied service to which they have shown they were entitled." Also, see Decisions 2100 of SAB 18 and 3166 of SAB 18.

ARTICLE 19 - TIME LIMITS

Award 22 of PLB 1922 "Note" to Article 19(a), Item 1 must be complied with. "If the claim is timely filed and Carrier elects to deny it, Carrier must deny the claim within 90 days **and notify the Local Chairman in writing of the 'declination'**" (Emphasis ours) Also, see Award 4 of this Board .

YDM 102-440 Claim properly presented and not denied within 90 days, per Article 19(a). Also, see YDM 151-1971.

YDM 148-3969 No denial sent from Superintendent to Local Chairman

YDM 151-1655 Paid when company denied local chairman's submission and referred to Dec. 10 instead of Dec. 1 - Article 19(a), Item 2 - a reverse situation to claim in Award 17 of PLB No. 1160.

Award 16366, NRAB "...ten days is an arbitrary length of time, but, however arbitrary, it was fixed by the parties...it is not within the authority...of this board to substitute..."

Award 16785, NRAB DENIED - Claimant was not under suspension - the 5 day rule is for the protection of suspended employees.

Award 17208, NRAB Carrier failed to notify employees in writing - claim under the rule must be allowed.

Award 18659, NRAB Two switchmen dismissed at the same time - one reinstated because the employee or his representative was not notified of the decision within 30 days following the investigation.

Award 18660, NRAB DENIED - Re Article 30(c) - 5 day rule - claimant was not held out of service and no protest was made at time of the investigation.

Award 18666, NRAB No good reasons appear why notification was not made pursuant to the rule "without undue delay, not exceeding 30 days."

Award 18904, NRAB The parties have agreed that in the event of no denial within 90 days, the claim will be allowed.

Award 19343, NRAB While this claim seems wholly lacking in merit, under the rule we cannot do other than sustain the claim.

Award 286 of PLB 1 The record reflected that the carrier received the original claim but no record of a denial.

Award 62 of PLB 1620 SSR 32-77
DENIED - Carrier mailed denial on fifty-ninth day and received by local chairman on sixty-third day - such agreement does not guarantee that declination notice must be received within the 60 day period.

Award 2 of PLB 1808 SSR 53-77
Violation of time limit rule - the board will not consider the issue on its merits.

Award 8 of PLB 1479

SSR 2-80

Re one year time limit - intent of the rule is to allow organization a full 365 days to appeal upon receipt of letter.

Award 1 of PLB No. 821

1. Time limits - no objection raised by carrier during handling - too late to raise the issue at board.
2. Claim may be amended as to amount...at any level of appeal on the property, prior to final adjudication.

Dec 87 of SAB 18

DISMISSED - for lack of notice of intent to appeal to a higher officer, per Article 19(a), Item 3. Also, see Award 154 of PLB No. 1.

Award 198 of PLB 1

DENIED - A junior switchman made claim for a senior switchman - local chairman failed under Article 19(a), Item 2.

Award 286 of PLB 1

Carrier representative failed to comply with time limit rule - not denied within 90 days.

Award 149 of PLB 531

Sustained claim when local chairman showed 5:50 a.m. instead of 5:50 p.m. (the correct time). The Carrier maintained that the organization was barred from correcting the claim under the time limit rule. The board held "...a simple typo error."

Award 14 of PLB 1160

DENIED - An appeal of denied claim received by the superintendent 91 days after declination. Board held that "We find no basis for holding that when the ninetieth day falls on Sunday receipt on Monday following is sufficient."

Award 17 of PLB 1160

DENIED - because local chairman appealed the wrong date, and time limit elapsed before correction was made.

Award 54 of SBA, UTU vs. Burlington Northern SSR 61-76

Board's denial of carrier's right to deduct overpayment is premised solely on time limit rule of schedule agreement by which both employee and carrier parties are bound.

Award 21 of PLB No. 1036

SSR 61-76

Carrier was rejected in claim for recovery of overpayment as a result of management's exceeding the 60-day time limit provided by the schedule agreement.

Award 1 of PLB No. 1082

SSR 61-76

Board rules carrier deduction comes within the doctrine of laches and is therefore barred since a two (2) year lapse of time ensued before management initiated action.

Award 15 of PLB No. 1324

SSR 61-76

Carrier required to refund deductions made from overpayment of arbitraries. Board held overpayment were the result of carrier's settlement of properly submitted time claims and any error in such payments lies solely with management; that employees made timely objection to carrier deduction; that carrier was in violation of time limits by attempting to recover money paid over a period of four years prior.

ARTICLE 18
DISALLOWED TIME

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

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

ARTICLE 17
COUPLING AIR AND STEAM HOSE

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

Section (b). It is understood that the coupling and uncoupling of air hose between engine and first car by switchmen is a part of their duties.

(See Article 10 - YDM 1-281)

ARTICLE 17 - YDM 1-281 COUPLING AIR HOSES and BLEEDING CARS

YDM 52-5152 Reaffirms the language in paragraph 3 of YDM 1-281 that herders may only couple or uncouple air hoses or bleed cars when they are assisting a yard crew.

Dec 65 of SBA 311 Yard crew instructed to bleed air from the cars of a train, but to only switch the 3 rear cars and as much else as possible without working overtime. See also Award 238 of PLB 1

Dec 69 of SBA 311 DENIED - Crew coupled air hose on 44 cars. Encountered congestion on trackage traveled... held adequate reason.

Award 12 of PLB 1 Yard crew made the air on and doubled 20 cars from track 6 to 52 cars on track 5, then made an air test for another crew.

Award 42 of PLB 1 DENIED - Crew bled 51 cars, switched 11 of them, then moved the remaining 40 cars from one end of the track to the other. Board held that the cars were "handled." Also, see Awards 241 and 268 of PLB No. 1 and Award 41 of PLB No. 1922.

Award 115 of PLB 1 DENIED - Crew coupled air on cut of cars and then doubled the cars to another cut of cars standing on an adjacent track. Board held that double over constituted handling.

Award 166 of PLB 1 DENIED - Crew coupled air on 30 cars after moving the cars across the yard, waiting on Carmen who didn't appear. Held there was a valid order with a reasonable expectation and intent.

Award 167 of PLB 1 Coupled air hose for another yard crew - no intent to have claimants complete the move they started.

Award 181 of PLB 1 Yard crew at start of their shift, coupled air on cut of cars for Kraft Co. at Albany. After coupling air the crew pulled the cut to one end of the yard and waited for a train to clear the main line. Yardmaster coming on duty, released the yard crew and gave them other work. Another crew handled the cars to Kraft.

Award 240 of PLB 1 Claimants had instructions to bleed cars on 2 tracks and to "Set west train and what time is left to work on tracks 11 and 14." Board held "The burden is on the carrier to show both intent and why unusual events precluded the movement." (after bleeding)

Award 244 of PLB 1 Yard crew coupled cars to a train and made air hose coupling. Company contended "stretching" is handling. Referee says not so. See also Award 28 of PLB 531 and Award 124 of PLB 531.

Award 247 of PLB 1 DENIED - Claimants coupled air hoses on cars at LAUPT, but were cut off when it was discovered one of the cars could not yet be moved. Another crew handled the cut at a later time.

Award 250 of PLB 1 DENIED - Claimants coupled air hose of cut of cars for movement from Vernon to Bull Ring, but after moving cars 30 car lengths were cut off. Board held cars were handled.

Award 9 of PLB 531 Claimants set cars out of train to track 11, set the train, and bled the cars. Claimants performed other work and another crew was used to switch the 11 cars.

Award 16 of PLB 531 DENIED - Claimants bled cars on four tracks at start of shift and in the course of their day's work only switched cars on three of the four tracks. Held was yardmaster's intent for them to switch all four tracks. Also, see Award 17 of this board.

Award 37 of PLB 531 Coupled air hose between two cuts of cars at Butte St. Unit. Cut off because near end of tour of duty and to avoid overtime. Restrictive ordinance prevented carrying out orders to move cars.

Award 36 of PLB 1922 Yard crew required to bleed cars not handled by them.

Award 46 of PLB 1922 Coupled hoses on cars handled by another crew. At time instructions given, this crew had insufficient time to complete the work. See also Award 37 of this board.

Award 3 of PLB 3894 Coupled air on cars they were to handle. After coupling, they were instructed to do other work. Another crew subsequently handled those cars.

Award 4 of PLB 3894 DENIED - Required to couple hoses on cars they were to handle. After coupling, claimants were instructed to tie-up due to hours of service. The board held that burden of proof lies with claimants and no evidence has been presented to explain why claimants could not complete the work assigned.

Award 127 of PLB 2472 Sustained CB Rate for car retarder operators who had been paid CB Rate for many years when the practice was stopped. Subsequently the company started paying again. Custom and practice prevail in the absence of an agreement

Award 22 of PLB 1160 Required to change an air hose. Also Award 23 of PLB 1160

Award 38 of PLB 2472 Sustained - claim for yard crew who had coupled air hose on cars which were handled by another crew.

Award 756 of SBA 910 Paid 30 minutes when required to couple ground air where Carmen were employed.

ARTICLE 16
JOB DESIGNATION

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

(See YDM 1-148)

ARTICLE 15
ROAD SERVICE - INTERCHANGE

Section (a). Where regularly assigned to perform service within switching limits, switchmen shall not be used in road service when road crews are available, except in case of emergency. When yard crews are used in road service under conditions just referred to, they shall be paid miles or hours, whichever is the greater, with a minimum of one hour, for the class of service performed, in addition to the regular yard pay and without any deduction therefrom for the time consumed in said service.

Question 25, Int. No. 2, Supplement No. 25: Does the term "minimum of one hour" mean that time of two short trips in road service is cumulative, or does it mean that minimum payment for each time used in road service is one hour?

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

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

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

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

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

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

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

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

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

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

(a) Eight hours at straight yard rates, 1 hour at yard overtime rates (time and one

half), and 4 hours at pro rata road rates.

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

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

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

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

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

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

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

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

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

Decision: Any service for which road rates are paid.

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

Decision: No.

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

Decision: No.

Section (b). Switchmen, except those in transfer service, who operate into a foreign

yard beyond the interchange tracks for the purpose of setting out or picking up cars, shall be allowed actual time consumed at straight time yard rate, with a minimum of one hour, in addition to other compensation. This will not apply to tracks jointly operated, nor to tracks used for joint switching operations; neither will it apply to such use of foreign tracks as is necessary to place cars on interchange tracks or runaround cars so placed.

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

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

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

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

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

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

Section 1. At points where yard crews are employed, road freight crews may be required to receive their over-the-road trains from a connecting carrier or deliver their over-the-road trains to a connecting carrier provided such trains are solid trains which move from one carrier to another intact with or without motive power and/or cabooses.

Section 2. If road crews referred to in Section 1 of this Article VII are not required to return or deliver their motive power and/or their cabooses to or from their on or off duty points an alternate means of transportation will be provided.

Section 3. At designated interchange points, if a carrier does not now have the right to specify additional interchange tracks it may specify such additional track or tracks as the carrier deems necessary providing such additional track or tracks are in close proximity.

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

Section 4. If the number of cars being delivered to or received from interchange tracks of a connecting carrier exceeds the capacity of the first track used, it will not be necessary that any one interchange track be filled to capacity before use is made of an additional track or tracks provided, however, the minimum number of tracks necessary to hold the interchange will be used.

Section 5. Crews used in interchange service may be required to handle interchange to and from a foreign carrier without being required to run "light" in either direction.

Work equities between carriers previously established by agreement, decision or practice will be maintained with the understanding that such equity arrangements will not prevent carriers from requiring crews to handle cars in both directions when making interchange movements. Where carriers not now using yard and transfer crews to transfer cars in both directions desire to do so, they may commence such service and notify the General Committees of the railroad involved thereof to provide an opportunity to the General Committees to resolve any work equities between the employees of the carrier involved. Resolution of work equities shall not interfere with the operations of the carriers or create additional expense to the carriers. It is agreed, however, that the carriers will cooperate in providing the committees involved with data and other information that will assist in resolution of work equities.

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

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

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

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

ARTICLE 15 - AWARDS INVOLVING INTERCHANGE

YDM 52-1366 DENIED - Claimants removed two cars placed on a joint track by U.P. Car was needed by S.P. for a circus train. After track was cleared, cars were placed back on track.

YDM 52-2816 Crew paid for coupling cars received in interchange. Also, see YDM 151-2363, YDM 151-697, and Awards 9108 and 9109 of the First Division, NRAB.

YDM 148-486 Designated interchange tracks must be filled to capacity prior to using other tracks not designated as interchange tracks.

Award 16528, NRAB Awards hold that cars to be interchanged from one railroad to another must be placed on designated interchange tracks to full capacity before cars may be placed on some non-designated track nearby the designated trackage. Also, see Awards 10152, 18657, 18696, 18865, 18986, 19009, 19150 and 19179.

Award 18503, NRAB Denied - claim when a Colton yard crew switched out 2 cars from P.E. designated interchange track and placed them on a U.P. designated track.

Award 18504, NRAB In making an interchange delivery, claimants were instructed to shove cars to clear on another track so they could make delivery.

Award 18830, NRAB Board held that it was improper to consider that a designated interchange track was unavailable when the reason given was that the track was being held for another interchange transfer. Also, see Award 18657.

Award 19150, NRAB Recognizing the liability of the employing carrier where a violation occurs on the rails of a foreign carrier. Also, see Awards 19179, 19850 and 19851.

Award 19152, NRAB Carrier defends interchange claim asserting "...no authority in connection with the operation of a foreign yard." Board held not so.

Dec 93 of SAB 18 Claimants received cars in the Santa Fe yard on two tracks. Either track would have held all the cars. Compare to Award 14 of PLB No. 531.

Dec 408 of SAB 18 Denied claim that SP crew was required to switch in a foreign yard. The board held that an agreement between the UP and its yardmen that the work involved belonged to UP yard crews has no impact on the instant case as that agreement was made subsequent to this claim. The board further held that the claimants only handled cars they were receiving in interchange. At no time did they switch out and leave cars designated for the UP

Dec 413 of SAB 18 Denies claim that cars were interchanged on tracks not designated. The board held that the claimants did not prove that "Pocket Track 7" was other than a continuation of "Interchange Track 7". The lesson here is that it is up to the organization to prove its case.

Dec 414 of SAB 18 Denies claim that crew switched in a foreign yard. Crew was required to switch out cars that had previously been delivered in error by another SP crew.

Dec 767 of SAB 18 Denied claim that a foreign railroad interchanged on a non-designated interchange track. The foreign railroad train was to detour over SP tracks and was towed from the other railroad to SP's main line by the foreign railroad's yard crew, which detached and returned to their yard. Held that this was a detour and not to be confused with an interchange.

Dec 1019 of SAB 18 Denied - "Innumerable NRAB Awards...can be cited which recognize the propriety of joint track arrangements which permit a tenant line to perform all necessary service in connection with its own trains over the joint tracks, and the rights of either carrier's yardmen will in no way be violated by a joint trackage agreement which permits the using carrier to use its own employees exclusively in the operation of its own trains over such joint tracks." Also, see Decision 420 of this Board.

Dec 5990 of SAB 18 Sustained claims when ATSF crews did not deliver or receive interchange cars "intact." The board determined that it was improper for foreign line crews to interchange cars by delivering an empty unit train into a clear track, pick-up loads from two industry tracks and then spot the empties previously handled into the two industry tracks.

Dec 3 of SBA 311 Sustained claim when crew delivered cars in interchange and when they would not fit in the track, they were instructed to leave them to foul and a foreign crew cut them to clear. The board gives an in depth dissertation on the principles involved in rendering its decision. Also, see Decision 60 of this Board and Award 38 of PLB No. 531.

Dec 4 of SBA 311 Sustained claim when an S.P. crew received cars in interchange that were extending out onto the lead. The board cited Award 19179 of the First Division in answer to carrier's assertion that another interchange track was not available. Also, see Decision 6 of this Board.

Dec 5 of SBA 311 Sustained claim when crew was required to place a business car on a non-designated interchange track when other interchange tracks were available.

Dec 6 of SBA 311 Sustained claim when crew delivered cars in interchange and when they would not fit in the track, they were instructed to leave them extending out onto the lead when another track was available that would have held the cars. In citing Award 18986 of the First Division, the board held that once the claimants make a showing that another track was available, the burden of showing the unavailability of such track rests with the carrier.

Dec 38 of SBA 311 Denied - Claimants set B.O. car to non-designated track when receiving interchange from PFE. Another S.P. crew later set the car back to an interchange track.

Dec 51 of SBA 311 Denied - Lumber company engine with extra wide drivers delivered to non-designated track. Interchange track was not accessible.

Dec 52 of SBA 311 Claimants delivered to and received from U.P. on non-designated tracks. Company did not prove designated trackage filled to capacity. Also, see Decisions 56, 57 and 58 of this Board.

Dec 59 of SBA 311 Denied - Claimant crew shoved car to clear, left to foul by U.P. crew.

Dec 69 of SBA 311 Denied - YDM 1-281, Item 3 involved. Board held intent at time of instruction and threat of overtime valid reason for denial. Compare to Decision 65 of this Board (sustaining award).

Dec 73 of SBA 311 Denied - Claimants delivered cars to ATSF and it was necessary in order to get their engine out of the yard after leaving said cars on track 2 to shove a car, formerly delivered in interchange by this Carrier, through track 4. The car was left on this Carrier's Standard Oil spur track, and subsequently was returned to the ATSF interchange track by an SP crew.

Dec 92 of SBA 311 Claimants received cars in interchange from UP and while still on UP tracks were instructed to leave said cars on the main line, and to fetch 34 cars for interchange transfer and an engine which had failed, to the Depot Yard of the NP Terminal Company. After completing that move, claimants were required to return with the dead engine to pull the cars previously left at UP.

Dec 96 of SBA 311 Denied - Claimants handled SP engine, previously disabled in UP yard, for return to SP.

Dec 112 of SBA 311 Received cars from UP on two tracks - one track would have held all cars taken.

Award 53 of PLB 1 Unusual interchange claim. Started with cut, stopped and cars added by the foreign carrier's crew. Board held "Once the receiving crew takes charge of the cut, it is exchanged in interchange and not under the control of the delivering carrier."

Award 67 of PLB 1 Received cars in interchange from more than the minimum number of tracks necessary.

Award 72 of PLB 1 Denied - Claimants switched out 3 cars from the foreign carrier's track. Cars had been delivered in error. Also, see Decisions 308, 788 and 1090 of SAB No. 18.

Award 75 of PLB 1 Denied - Two tracks used to interchange - one would have held all the cars. Long track was being held for another interchange, arriving within an hour. Also, see Award 122 of this Board.

Award 118 of PLB 1 Denied - Claimants switched out and returned cars delivered in error by an ATSF crew. All work performed on SP tracks.

Award 125 of PLB 1 Denied - Foreign carrier received cars from non-designated track. SP had failed to designate tracks for interchange. We dissented this Award.

Award 156 of PLB 1 Claimants were required to pick up and spot cars within the Grove St. area, serviced by the Howard Terminal Co. crews. Also, see Award 161 of this Board.

Award 168 of PLB 1 Required to assist a Texas Pacific crew to deliver cars to the designated SP track. Also, see Decision 1844 of SAB No. 18 and Award 16 of PLB 1922.

Award 205 of PLB 1 Car delivered to ATSF in error by another crew - shifted load recovered. Also, see Award 211 of this Board.

Award 223 of PLB 1 Denied - P.E. road crews hauling cars around perimeter of Los Angeles Yard. Also, see Awards 224, 225 and 226 of this Board.

Award 233 of PLB 1 SP cars for Long Beach turned over to P.E. at Dolores and hauled by P.E. crews to SP Outer Zone - formerly work of Harbor Belt crews.

Award 243 of PLB 1 Denied - Delivered Santa Fe car to P.E.

Award 255 of PLB 1 Denied - UP crew derailed cars on SP track. Claimants required to re-rail. Also, see Decision 1019 of SAB No. 18.

Award 258 of PLB 1 Denied - Car delivered in error to UP by another crew. Claimants moved car from UP yard to N.P. Terminal Co.

Award 272 of PLB 1 Denied - Received interchange in UP yard - switched out B.O. car on SP tracks, returned B.O. car to UP.

Award 278 of PLB 1 Moved cars from P.E. State St. to UP yard track no. 4 - picked up by another SP yard crew at a later time.

Award 282 of PLB 1 Delivered 50 cars to P.E., although P.E. had said only bring 40. Excess cars brought back to SP.

Award 283 of PLB 1 Denied - Took delivery of 48 cars from ATSF to SP yard, then discovered 2 cars delivered in error. Switched them to other cars for ATSF delivery. Work performed on SP property.

Award 14 of PLB 531 Denied - Claimants received cars from Santa Fe at Oil Junction on two SP tracks. Either track would have held all the cars. The cars were delivered by two different Santa Fe crews, one road and one yard. The delivery points were at least a half mile apart; one was in yard territory and the other in road territory.

Award 64 of PLB 531 Denied - Received 90 car interchange from Northern Pacific Terminal Company track 6, partly extending onto the lead. Tracks of sufficient length to hold all the cars were available. The lead to track 6 was designated by the Northern Pacific Terminal Company for their employees to deliver to SP. Also, see Award 81 of this Board.

Award 66 of PLB 531 Carrier may not hold interchange track for future use unless shown "so urgent and imminent." In this case track was being held for subsequent transfer. Award 68 of PLB 531 found the time element and imminent use differed from this award

Award 67 of PLB 531 Denied - UP assisted stalled SP crew in making delivery.

Award 70 of PLB 531 Denied - Carrier designated additional tracks for interchange with ATSF, beyond those enumerated in local agreement YDM 1-157. Held to be proper.

Award 81 of PLB 531 Denied - Delivered to track 6 and lead at Northern Pacific Terminal Company. Organization dissented.

Award 109 of PLB 531 Denied - Referee agreed with carrier that PFE is an industry and not subject to interchange rules. Prior to this, the Carrier and prior Boards on this property had recognized that interchange rules applied to SP and PFE traffic. Our dissent pointed out referee is wrong and we show that Agreement, Settlements and Board Awards all recognize PFE is properly subject to interchange rules and procedures. PLB 1160 and PLB 1922 followed suit.

Award 117 of PLB 531 Received 41 cars from Portland Terminal Railroad - two cars were extending onto the lead.

Award 118 of PLB 531 Denied - Delivered to two UP tracks when either would have accommodated all the cars. Board held that although the tracks were in close proximity, two interchange points were involved because they are separated by a main line.

Award 119 of PLB 531 Claimants shoved SP&S cars to clear in order to deliver to UP. Also, see First Division Award 18504.

Award 120 of PLB 531 Denied - SP&S delivered UP car in error to East Portland. We delivered car to UP. Also, see Award 121 of PLB 531 and Award 118 of PLB No. 1.

Award 122 of PLB 531 Claimants delivered cars and 4 NP diesel units to Portland Terminal Company and required to set units to other tracks, although all in the clear. Company attempted to defend claim saying diesel units not to be considered part of interchange.

Award 123 of PLB 531 Claimants picked up 5 diesel units from UP outbound roundhouse lead track for return to SP Brooklyn Yard. Designated interchange tracks were available at the time. Also, see Award 122 of this Board and First Division Award 15356.

Award 131 of PLB 531 Interchange delivered to UP yard on track not designated. SP superintendent later posted notice designating track. Board held "too late".

Award 140 of PLB 531 Claimants delivered cars to ATSF. Field-man on rear of cut not relieved when movement taken over by ATSF crew. Also, see Awards 135, 136, 137, 138, 139, 141, 142 and 143 of this Board and Award 175 of PLB No. 1.

Award 28 of PLB 1160 Engine foreman required helpers to spot WP cars at industry jointly served by SP and WP.

Award 31 of PLB 1160 Denied - Interchange claims of Tucson yard crews on the basis that the PFE is an industry. Also, see Award 104 of PLB 1160 U.S. Navy at Oakland – Cars extended beyond the switch when other tracks available that would hold the entire cut, Award 108 of PLB 1160 (U.S. Army at Tracy), Award 109 of PLB 1160; Award 130 of PLB 1160 (US Army at Oakland); Award 137 of PLB 1160; Award 109 of PLB No. 531. In each case, the

Boards held that interchange between a carrier and one of its customers does not come under the same rules as interchange between two Carriers

Award 111 of PLB 1160 Sustained - Claimants were required to receive cars on tracks other than those designated for interchange. See also Award 112 of PLB 1160 and Award 119 of PLB No. 531.

Award 113 of PLB 1160 Denied - Interchange notice inadvertently omits track at issue. Claimants continued to deliver to same track as previously.

Award 145 of PLB 1160 Claimants found entrance to the interchange tracks blocked by Santa Fe cars extending out of Track 3. They were required to shove such cars into Track 3 to clear their way.

Award 183 of PLB 1160 Sustained claims when SP crew delivered interchange to a foreign yard on two tracks. A track was available which would have held all the cars.

Award 201 of PLB 1160 Sustained - Road crew moved 4 diesel units from Brooklyn Yard to UP yard in order to handle a solid, over-the-road train. Two of the units were left at the UP shop and two units coupled to their train. Interchange principles applicable.

Award 1 of PLB 1922 Denied - claim when SP crew received cars in interchange which extended onto the lead. There was room on designated track. Note our dissent. Also, see Award 17 of PLB No. 2472.

Award 2 of PLB 1922 Denied - claim of yard crew when required to hold onto a car while going to ATSF to receive cars in interchange.

Award 3 of PLB 1922 Sustained claim for yard crew when required to switch cars in the custody of WP. Also, see Award 28 of PLB No. 1160.

Award 4 of PLB 1922 Sustained claim of a yard when required to perform switching at the Alameda Belt Line R.R. in connection with re-railing 2 cars.

Award 14 of PLB 1922 Denied - claim of a yard crew who was required to perform additional service in UP yard in connection with cars in their custody because their engine stalled.

Award 16 of PLB 1922 Claimants required to assist a Santa Fe crew to complete delivery of interchange cars on SP tracks.

Award 25 of PLB 1922 Denied - claim of yard crews who were required to receive cars on a non-designated interchange track. A designated track was available some 1/2 mile distant. Also, see Award 118 of PLB No. 531.

Award 34 of PLB 1922 Denied - claim for yard crew when an SP road crew picked up cars from an interchange track, located adjacent to Hislop Yard.

Award 4 of PLB 2472 Denied - crew was required to make an unnecessary double over to receive cars in interchange.

Award 7 of PLB 2472 Denied - claims of yard crews who were required to spot cars which were in the custody of a foreign carrier

Award 15 of PLB 2472 Denied - claims of a yard crew made on the premise that an improper interchange was made. We did not disprove carrier's statement to availability of other interchange tracks.

Award 17 of PLB 2472 Denied - claims when SP crews received interchange cars which extended beyond the switch leading to tracks 230 and 231. Also denied by Award 1 of PLB 1922.

Award 19 of PLB 2472 Sustained - a crew was required to give additional handling to a W. P. engine while in a foreign yard.

Award 23 of PLB 2472 Sustained - crew required to deliver interchange cars on a non designated track when a designated track was available. See also Award 24

Award 37 of PLB 2472 Denied - claim for an additional days pay when a yard crew were required to place interchange cars in 2 tracks. One of the tracks would have held all the cars - a wrong Award.

Award 119 of PLB 2472 Denied claims that BN crews were not picking up solid over the road interchange trains in Portland. The board held that Award 13 of PLB 3894 was in error.

Award 13 of PLB 3894 Sustains a claim on behalf of senior yard crews standing for service on various times and dates when solid over-the-road trains were transferred to a foreign road crew at Brooklyn Yard after being reclassified by an SP yard crew. The Board held that the train transferred was not "intact" and that, therefore, the interchange movement could not properly be made by road crews as provided for in Article VII of the January 27, 1972 Agreement. (Dissented by the Carrier) See contrary Award 119 of PLB 2472. Note: Pursuant to the provisions of PEB 219 (1991 National Agreement), at locations where yard crews are employed, road crews may now make one set-out and/or pick-up, in addition to delivering a train in interchange.

Award 14 of PLB 3894 Denies a claim on behalf of yard crews required to transfer cars in interchange directly from SP's Brooklyn Yard to BN's Wilbridge RR. This work was formerly performed by the Portland Terminal RR. The Board found that the work in question was being performed on tracks jointly designated for the purpose of interchange and held that such trackage must be considered to be an extension of claimant's own seniority district. The award involves Article VII of the January 27, 1972 National Agreement and refers the parties to the protective and work equity provisions of that agreement. See also Award 15 and Award 16

Award 22 of PLB 3894 Denies a claim for various yard crews required to deliver or receive cars in interchange on non designated tracks. The Board noted that the transfer movement was required by a detour and that claimants lost no work because of the movement.

ARTICLE 15 - OUTSIDE SWITCHING LIMITS

Award 56 of PLB 1 In claims where payment of one hour (minimum) for working beyond switching limits is applicable (pre 1985 switchmen), one of two circumstances must be present:

1. During a switching movement within the yard and the number of cars being handled is such that the yard engine is required to move past the switching limits.
2. In a movement where the yard engine stays within the switching limits at all times, but where one or more members of the crew is required to go outside the switching limits and perform some service. If no service is performed in road territory, no additional payment is made, even though some of the cars are in road territory.

YDM 151-1043 Rear portion of cars extended outside switching limits and one member of crew sent to rear of cars for inspection and flag protection. Crew paid 1 hour road rates.

YDM 151-258 NO ADDITIONAL PAY - A portion of the cars shoved into road territory - neither the engine nor any member of crew went outside switching limits.

YDM 194-117 Crew went beyond switching limits to pick up a bad ordered car, which had been set out by a road crew - paid 100 mile penalty at road rates. Also, see YDM 194-121 and 194-124 (paid 200 miles).

YDM 151-1420 Yard crew paid 200 miles when departed yard into road territory to retrieve portions of a derailed train on two separate occasions during their tour of duty

YDM 151-1513 Regular herder required to go outside yard limits to provide flag protection. Paid an additional yard day, in lieu of 1 hour at road rate.

Award 87 of PLB 1160 Engine foreman required to perform service in road territory - the two helpers instructed to stay in yard. Claim for 100 miles for two helpers paid.

Award 88 of PLB 1160 A day's pay at road rate paid, in lieu of one hour allowed. "We believe that emergency should be declared at the time and that the Carrier, to rely on same, must plead emergency in its initial denial, not in hindsight."

Award 39 of PLB 3894 Denied a claim on behalf of various yard crews who pulled cars beyond the switching limits without specific instructions. The board held that, "Claimants made their own voluntary choice to move cars in one single movement in an effort to save time and work for themselves. It is a long standing principle that an employee cannot profit from his own actions voluntarily done."

Award 130 of PLB 2472 Denied claim that a yard crew was improperly required to perform road service by servicing an industry within the 20 mile road/yard service zone. The claim was based on the fact that the road crew that normally switches that industry was on duty and available to perform the work. The board held that the contention that the road crew was not available was not substantiated and that the yard crew was properly used under Section 1(b) of Article XI of the 1978 agreement.

ARTICLE 14 SENIORITY EXCHANGES

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

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

The provisions of this Article will apply to all portions of the Pacific Lines, including territory embraced in the Rio Grande Division, formerly E.P. & S.W.R.R., and Texas and Louisiana Lines.

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

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

ARTICLE 13 SWITCHTENDERS

(The craft of switchtender is now obsolete)

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

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

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

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

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

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

ARTICLE 20
CERTIFICATE OF SERVICE

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

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

ARTICLE 11 - DEADHEADING - TRAVEL TIME

Switchman Deadheads Pursuant to Article VI of the Oct. 31, 1985 Agreement, yard rules were modified for deadheads combined with service. Switchmen are deadheaded in continuous time, overtime commencing after 8 hours, from the on duty time at the home terminal until the switchman returns to the home terminal and ties-up. (Q&A 14 of the UTU Interpretation of the 10-31-85 Agreement.)

Dec 418 of SAB 18 DENIED - Claim for 4 hours deadhead, each way, various dates, was denied as claimed. Claimant traveled in auto with another employee - auto expenses paid by company. Had previously been allowed time lost, plus 4 hours travel time each date. Pay under Memorandum of Agreement YDM 1-154, Item (b) combines travel time consumed "to and from" - not entitled to "to and from" separate.

Award 101 of PLB 1160 Switchman was examined by company doctor in connection with a FELA lawsuit. Compare to denial Award 100, this board, where company claim agent had not issued instructions for the examination.

Award 102 of PLB 1160 Paid 4 hours travel time for Brooklyn switchmen who were required to go to downtown Portland (beyond switching limits) for conference with company attorneys.

Award 103 of PLB 1160 Sometimes there is justice when one "literally" complies now and grieves later.

Award 184 of PLB 1160 Prior to the Oct. 31, 1985 National Agreement, switchmen were compensated 50 miles for deadheads up to 50 miles and compensated 100 miles for deadhead between 51 miles and 100 miles. In this case, the rail miles exceeded 50 miles but the highway miles were less than 50. In denying the claim the Board found that "Compensation should be commensurate with the time spent and/or services rendered." We should keep that principle in mind when we get the urge to push the envelope.

YDM 81-24 Paid travel time and 8 hours for attending investigation, per Article 30(l) and Interpretation Agreement YDM 1-171. No discipline was assessed.

YDM 148-6747 A Phoenix switchman, after laying off sick, was required to report to Supt. in Tucson for conference - distance is over 50 miles each way. Paid two 8 hour deadhead payments.

ARTICLE 21 TRAINS MADE UP BY SWITCHMEN

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

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

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

~~**Section 1.** Road freight crews may be required at any point where yard crews are employed to do any of the following as part of the road trip, paid for as such without any additional compensation and without penalty payments to yard crews, hostlers, etc.: one straight pick up at another yard in the initial terminal (in addition to picking up train) and one straight set out at another yard in the final terminal (in addition to yarding the train); pick up and/or set out at each intermediate point between terminals; switch out defective cars from their own trains regardless of when discovered; handle engines to and from train to ready track and engine house including all units coupled and connected in multiple; pick up and set out cars of their trains from or to the minimum number of tracks which could hold the cars provided, however, that where it is necessary to use two or more tracks to hold the train it is not required that any track be filled to capacity; and exchange engine of its own train.~~

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

Pursuant to the 1991 National Agreement

At initial and final terminals where yard crews are on duty, road crews are restricted to three pick-ups and/or set-outs. If any set-out and/or pick-up exceeds the capacity of one track, a second track may be used (if more than one track is needed, the first track does not need to be filled to capacity as long as the total cars exceeds the amount that would fit in either track).

Example: Inbound train at the final terminal

Move #1 Set-out into track 4

Move #2 Set-out into track 5

Move #3 Pick-up from track 2 and 3 (because the total number of cars picked-up exceeded the capacity of either track 2 or 3, it counts as one move)

At intermediate points where yard crews are on duty, road crews are restricted to three pick-ups and/or set-outs. Intermediate points differ from initial and final points in one important area. None of the national agreements allow an excess capacity double-over. In other words, if you need to pick up from two tracks because one track will not hold all the cars, it is considered two moves

Each pick-up or set-out at initial, final or intermediate points may include interchanging with foreign railroads (one move only), transferring cars within a switching limit, and spotting and pulling cars at industries.

Defective cars (bad orders) may be set out at any time when discovered and are not counted toward the allowable moves.

Note: Frequently, a road crew will be required to set-out a high-wide, overloaded or otherwise restricted car at the initial terminal. In the past, that was considered switchmen's work. With the 1991 National Agreement, it now counts as one of the permitted moves. However, if the road crew rearranges their train for any reason, that is still considered switchmen's work.

ARTICLE 21 – OTHERS DOING SWITCHMEN’S WORK

On this property Board awards have consistently held that a yardmaster may not inject himself into the work of switchmen, whether by means of radio or otherwise. The following serve to illustrate this point. Award 19008 of the First Division, NRAB; Decisions 71 and 74 of SBA No. 311; Awards 9, 66, 130, 137, 140, and 254 of PLB No. 1; and, Award 110 of PLB No. 2472.

YDM 148-3992 Commercial Truck used to move cars along track to a better spot for unloading. Paid the crew that stood for service. Cites Dec. 768 of SAB 18 for support.

YDM 148-2803 Yardmaster acted in capacity of engine foreman.

YDM 148-3241 Road engine crew (road train crew had expired on HOS) moved cars from one track to another. Three senior switchmen paid.

YDM 148-6749 Road crew backed train through 10 track to another track where cabooses were serviced.

YDM 148-8720 Train ready to depart, carman made cut on 2 cars that were not part of train.

YDM 148-9862 Mechanical Department employees used tractor to shove cars to clear fire crossing.

YDM 148-11626 Mail handling employees used tractor to spot car for unloading.

Award 7894, NRAB Held that if a crane operated by an industry used yard tracks outside the plant of the company, the claims were valid.

Awards 13105, NRAB Denied claims because the tracks involved were leased to industries - industries can perform intra plant switching. See also 13638, NRAB

Awards 14022, NRAB Denied claims when trains were doubled over and were a "tight fit" in one track. "More a test of skill than a practical operation." (Shoehorn principle) See also 18902, NRAB

Award 18859, NRAB Industry with tracks of its own and its own engine, used carriers lead track to switch cars from one of its tracks to another. (Company should serve notice on industry in writing)

Award 19008, NRAB Yardmaster, using hand signals, assisted a herder to make a double-over movement of cars.

Award 19077, NRAB The coupling of cars within switching limits is yard work and should be performed by switchmen. Also, see Award 11869, NRAB.

Dec 768 of SAB 18 Western Union employees used truck and winch to facilitate loading of poles.

Dec 3755 of SAB 18 Denied - claims where hostlers moved testing equipment that was coupled with motive power units. See also Dec. 4101

Dec 61 of SBA 311 Hostler shoved car on same track, on which it had been repaired. Also, see

Dec 1608 of SAB No. 18 Car Department used a tractor to switch a car from one repair track to another repair track

Dec 82 of SBA 311 Customer used pinch bar and truck to re-spot car.

Dec 84 of SBA 311 Denied - Car Department employees moved car undergoing repairs and work not completed. Also, see Award 121 of PLB No. 1.

Dec 97 of SBA 311 Carman cut off rear car of passenger train.

Award 34 of PLB 1160 Denied claims when PMT employees moved their own cars along tracks they leased from the railroad. Held the tracks belonged to PMT thus no claim.

Award 118 of PLB 1160 Denied - Car movements by REA within confines of an area used solely by their company. The board held that the heart of the matter was movement of REA cargo by REA personnel for REA over tracks used exclusively by REA industry switching pure and simple.

Award 119 of PLB 1160 Denied - claim of yard crew standing for service when industry employees switched at their industry. Organization did not discharge its burden of proof.

Award 129 of PLB 1160 A Car Retarder Operator watched a shove and notified yardmaster who then relayed to engine foreman when shove was to stop. Paid the CRO and the switchman standing for service (who should have been called in lieu of the yardmaster injecting himself into the work)

Award 132 of PLB 1160 While delivering cars in interchange, a herder in the foreign yard was required assist the yard crew by relaying hand signals. An SP switchman should have been used.

Award 90 of PLB 1922 Industry employees used tow truck to switch cars.

Award 92 of PLB 1922 Industry employees switching with tractor.

Award 9 of PLB 1 One yardmaster notified another yardmaster via telephone when train was in the clear and second yardmaster gave a signal to the herder to stop the train.

Award 27 of PLB 1 Denied - Re-railing of engine not exclusive to switchmen.

Award 44 of PLB 1 Yardmaster adjusted and opened draw bar knuckles on cars in train yard.

Award 113 of PLB 1 Denied - The work of the yard crew was complete when they stretched the train after adding cars. A train under the jurisdiction of a road crew can be re-coupled when it breaks in two, without the use of a yard crew. Also, see Award 32 of PLB 1 and Awards 37, 54, 114 and 115 of PLB No. 1160.

Award 179 of PLB 1 Yardmaster herding - controlled movement to movement with hand signals.

Award 264 of PLB 1 Car spotted at mail dock by a yard crew. Mail dock employees re-spotted with tractor.

Award 51 of PLB 531 Hostler crew moved hump engine and "buffer" car.

Award 62 of PLB 2472 Sustained - claim for the senior switchmen who stood for service when a yardmaster performed work of a herder when he instructed the engineer when to stop his train. See also Award 67 of PLB 2472

Award 69 of PLB 2472 Sustained - claim for 3 senior switchmen when a road crew performed yard switching to arrange the cars in station order

Award 107 of PLB 2472 Sustained claims when private industry used self propelled equipment to move cars to and from their tracks and SP's tracks despite a "cease and desist" from the carrier.

Award 110 of PLB 2472 Sustained for one switchman in lieu of three as claimed when yardmaster "protected a shoving movement" of a switch crew

ARTICLE 21 - ROAD-YARD MOVEMENTS

At **initial** and **final** terminals where yard crews are on duty, road crews are restricted to three pick-ups and/or set-outs. If any set-out and/or pick-up exceeds the capacity of one track, a second track may be used (if more than one track is needed, the first track does not need to be filled to capacity as long as the total cars exceeds the amount that would fit in either track).

Example: Inbound train at the final terminal

Move #1 Set-out into track 4

Move #2 Set-out into track 5

Move #3 Pick-up from track 2 and 3 (because the total number of cars picked-up exceeded the capacity of either track 2 or 3, it counts as one move)

At **intermediate** points where yard crews are on duty, road crews are restricted to three pick-ups and/or set-outs. Intermediate points differ from initial and final points in one important area. None of the national agreements allow an excess capacity double-over. In other words, if you need to pick up from two tracks because one track will not hold all the cars, it is considered two moves

Each pick-up or set-out at initial, final or intermediate points may include interchanging with foreign railroads (one move only), transferring cars within a switching limit, and spotting and pulling cars at industries.

Defective cars (bad orders) may be set out at any time when discovered and are not counted toward the allowable moves.

Note: Frequently, a road crew will be required to set-out a high-wide, overloaded or otherwise restricted car at the initial terminal. In the past, that was considered switchmen's work. With the 1991 National Agreement, it now counts as one of the permitted moves. However, if the road crew rearranges their train for any reason, that is still considered switchmen's work.

See also Article IX of the January 27, 1972 National Agreement modified by Article X of the August 25, 1978 National Agreement modified by Article VII of the October 31, 1985 National Agreement modified by Article VII of PEB 219 Implementing Agreement dated November 1, 1991

Q&A 16 of the August 25, 1978 National Agreement – It is not hour-of-service relief if a road crew leaves their train in road territory (within the road/yard service zone) and brings their locomotives to the terminal. In essence, the train becomes a standing cut of cars when the locomotives are removed.

Road crews may not rearrange, block or classify cars. See YDM 148-16028, 148-16240, 148-16613, 148-16615, 148-16561, 148-17139 and 148-17276.

YDM 194-117 Yard crew paid an additional day when required to go into road territory to pick up a bad order car and return to yard.

YDM 148-3241 Road engine crew (train crew had expired on HOS) moved cars from one track to another. Three senior switchmen paid.

Award 149 of PLB No. 12 SSR 26-78
Road crew switched and relocated an open top-load to comply with special instructions - yard engines on duty.

Award 1 of PLB No. 1028 SSR 15-75
Denied - Adding or subtracting one or more units to consist, as well as exchanging "entire consist" are all within the purview of Section 1 of Article IX of the January 27, 1972 Agreement.

Award 113 of PLB No. 1 Denied - Train was properly made up by a yard crew and became uncoupled while leaving yard.

Award 51 of PLB No. 1160 Denied - claims of yard crews standing for service when road crews performed switching in road territory to block trains. This is a "must read" award. Eleven pages of logic. Very good reading. See also Award 93 of PLB 1160

Award 163 of PLB No. 1160 Denied - Road crew shoved cars fouling their track to clear in order complete the double over of their train. Also, see Award 18601 of the First Division, NRAB, and Decision 4895 of SAB No. 18.

Award 186 of PLB 1160 Sustained the claim of a yard crew that was intermingled with a road crew's work. The road crew had yarded their train but 4 cars did not fit and they were instructed to leave the rear of their train extending out onto the lead where the yard crew then removed them. The Board held that such intermingling was not contemplated by the January 27, 1972 Agreement

Award 189 of PLB 1160 The Board held it was switching when a road crew, **at an intermediate point**, set-out 20 cars into a track, then pick-up two cars from another track, and then picked-up the head three cars they had set-out into the first track. See also Award 191 of PLB 1160

Award 28 of PLB 2472 Denied - claim for senior switchmen when road crew turned their engine on the wye. See also PLB 6305 Award 10

Award 30 of PLB 2472 Denied - claim for 3 senior switchmen when a road crew assisted a yard crew to clear a track for an inbound train.

Award 31 of PLB 2472 Denied - Road crew moved a tank car from the lead to another track in order to set out bad order cars (the tank car fouled the track they were instructed to set the bad orders into).

Award 32 of PLB 2472 Sustained - Road crew made drawbar coupling on cars in outbound train

Award 35 of PLB 2472 Denied - Road crew performed yard switching to make a set out and a pick-up at an intermediate point. Neutral relied on Award 190 of PLB 1160

Award 36 of PLB 2472 Denied - Road crew performed yard switching to uncover a two car pick-up at an intermediate point. Neutral cited Award 69 of PLB 1922

Award 39 of PLB 2472 Denied - claim for 3 senior switchmen - we contended that road crews performed industrial switching at Ore Dock Berth 49. Dec 5990 of SAB 18 reversed this decision when ATSF crews were required to set out 32 empties, pick up 16 loads from one track and 16 loads from a second track and then spot the 32 empties into both tracks.

Award 129 of PLB 2472 Denied claims when road crews were cutting in helper engines within switching limits when yard crews were on duty.

Award 19 of PLB 6305 Sustained claims of a local freight crew at Sparks Nevada for exceeding the permissible switching moves at an Initial/Final terminal where yard crews are on duty. Pursuant to the trackage rights granted to BNSF by the STB, the BNSF and UPRR had made an arrangement where a BNSF local freight assignment would be manned by UPRR road crews (there are no BNSF crews at that location). The Carrier argued that the claims should have been filed against the BNSF and that since it was a BNSF assignment, UPRR agreements were not in effect. The Board found that UTU agreements with UPRR did apply and directed the carrier to pay the claims.

ARTICLE 22
SALARIED YARDMASTERS

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

**ARTICLE 29
ELECTRIC LANTERNS -
SWITCHING STEP-RADIOS**

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

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

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

3. When a switchman leaves the service, either voluntarily, by discharge or death, or those retaining employe relationship but not in active service, the electric lantern may be returned, whereupon the amount of deposit made when the lantern was issued, not exceeding amount of \$2.00, shall be refunded to him or his estate or heirs.

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

(a) When worn out or damaged in the performance of railroad service upon return of the lantern issued.

(b) When stolen while employe is on duty without neglect on part of employe.

(c) When destroyed in the performance of duty.

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

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

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

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

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

cost to the switchmen.

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

National Agreement signed January 27, 1972.

ARTICLE VIII- USE OF COMMUNICATION SYSTEMS

Section 1. It is recognized that the use of communication systems including the use of and the carrying of portable radios, pursuant to operating rules of the individual carriers, is a part of the duties of employees covered by this Agreement. Existing rules to the contrary are hereby eliminated.

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

Section 3. Portable radios hereafter purchased for the use of and carried by ground service employees in yard and transfer service will not exceed three pounds in weight and will be equipped with a suitable holder which will firmly hold the radio close to the body, or will be of such size as to permit being placed in coat or trouser pockets. Portable radios used by ground service employees in yard and transfer service which do not meet the foregoing specifications will be replaced by December 31, 1973 or their use discontinued.

Section 4. The size and weight of portable radios used by ground service employees in road service will not exceed that presently in use and portable radios hereafter purchased for use in this class of service will be of the minimum size and weight necessary to insure safe and adequate communication. This is not intended to require the purchase of radios weighing less than three pounds.

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

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

ARTICLE 28
LETTERS OF RECOMMENDATION

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

ARTICLE 27 CONSIST OF CREWS

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

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

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

(See YDM 1-147, page B-7)

Modified by June 24, 1984 Crew Consist Agreement and November 1, 1997 SP West Modified Agreement reading:

IV. CREW CONSIST

A. Because of the extended protection for crew consist protected employees provided for in Section II, above, all SP-West UTU special allowances and productivity fund payments will cease with the implementation of this Agreement.

B. (1) The standard crew for all through freight and for all hours-of-service relief will be one (1) conductor. There will be no car count or train length limitations in the operation of crews with one (1) conductor. There will be no car count, train length or work event restrictions of any type in the operation of crews with one (1) conductor/foreman and (1) brakeman/helper

(2) Trains operated with a crew of one (1) conductor will be restricted to no more than three work events en route between the initial and final terminals, subject to the following:

- a. A work event is considered to be a straight pick-up or set-out.*
- b. Picking-up, setting-out or exchanging one or more locomotives and setting-out a bad order car shall not be considered a work event.*
- c. Work performed in the initial and/or final terminal will be governed by applicable rules, including all national rules.*
- d. Should a conductor be required to exceed three work events en route between terminals, the conductor shall also be paid the missing brakeman's wages. Only one such payment will be made regardless of the number of excess work events performed.*

(3) *The standard crew for local and road switcher service will be one (1) conductor and one (1) brakeman.*

(4) *The standard crew for yard service shall be determined according to the following:*

- a. *The Carrier may operate the same percentage of yard jobs foreman-only in a merged hub as it was entitled to operate foreman-only on May 19, 1997.*

EXAMPLE: *In the merged Los Angeles Hub, prior to merger UP had 30 switch engines and under the agreement was entitled to operate all 30 foreman-only. In the same merged hub, prior to the merger SP had 60 switch engines. In the merged Los Angeles Hub, the carrier may operate one-third of the switch engines foreman-only.*

- b. *The Carrier may establish utility positions in accordance with Attachment "A" to this agreement which may assist any number of both road and yard assignments at any location within a hub.*

(5) *The standard crew for non-revenue (including work train) service will be one (1) conductor/foreman. If the local chairman for the territory involved believes the assignment warrants a crew of one (1) conductor/foreman and (1) brakeman/helper, the local chairman and the local carrier officer responsible for that territory will conduct a joint check of the assignment to determine if a brakeman/helper is needed. If unable to agree, the criteria shall be that a brakeman/helper shall be needed if the assignment works four (4) or more hours on the ground or riding the outside of the equipment.*

ARTICLE 27 - CREW CONSIST

[Feb 11, 2003 Letter of Understanding](#) When calling extra yard engines, it is improper to call "Foreman-only" yard jobs. All extra yard engines must have a foreman and a helper. If a crew-consist protected switchman (pre-June 16, 1984) is rested and available on the extra board then the crew-consist protected switchman has the right to fill the second helper (SW2) position.

[YDM 52-1447](#) Herder helper performed yard switching. Paid herder an additional day's pay at foreman rate plus two switchmen standing for service as helpers

[YDM 52-2422](#) Helper required to perform herding service while balance of crew performed switching. Helper paid an additional day at rate applicable and senior switchman standing for service. Also [YDM 52-1295](#), [YDM 52-1721](#), [YDM 52-2466](#) and YDM 148-3226.

[YDM 125-1156](#) Job consisted of Foreman and three helpers. Foreman position not filled. Paid switchman standing for service at foreman OT rate.

[YDM 148-11338](#) Relief job of foreman and 2 helpers - one helper released injured - balance of crew continued working.

Award 18330, NRAB Crew consist of foreman and three helpers - one helper injured on duty. Paid the switchman who stood for the service.

Dec 441 of SAB 18 "Claimant had no alternative but to obey the order of the conductor"

[Dec1013 of SAB 18](#) Company denied claim on the basis that the foreman "voluntarily" performed shorthanded switching. Also, see [Decision 1017](#) of this board.

[Dec 106 of SBA 311](#) Foreman released due to illness. The two helpers held on duty until end of shift - not required to do any work. Board held "...he also serves who only stands and waits."

[Award 30 of PLB 1](#) DENIED - Work being performed was the responsibility of the crew. Also, see Award 49 of this board.

[Award 134 of PLB 1](#) Crew consisted of foreman and three helpers. one helper detached and used for herding. Paid switchman standing for service.

[Award 193 of PLB 1](#) DENIED - Helper working at one end of the yard - rest of crew waiting at other end. The Board held that they were working on different ends of the same train and essentially working as a unit. See also [Award 30](#) and [Award 49 of PLB 1](#)

[Award 95 of PLB 531](#) A crew consist reduced by one helper - since no notice was given the reduction was not proper. Paid the senior switchman a day's pay at O.T. rate.

[Award 102 of PLB 531](#) Job had an established crew consist of a foreman and 3 helpers - on four dates 2 helpers were used - no notice or bulletin. Board ruled "...day by day changes at whim of carrier not in order."

[Award 149 of PLB 531](#) Helper detached from crew and required to herd while crew worked. Paid an additional day at rate applicable to helper performing this shorthanded service and a day to the senior switchman. Also, see Awards [150](#) and [151](#) of this board.

[Award 100 of PLB 1922](#) Sustained 7 days pay for switchman standing for service as third helper on certain jobs. Special agreement TRN 1-580 involved.

[Award 111 of PLB 2472](#) Sustained claim of a herder for OT rate in lieu of ST rate and a days pay for a switchman standing for service when the herder was moved from his job to a yard crew until a switchman, who had been called, arrived. The board held that since the herder was on OT rate, he should receive OT rate for the yard job and that when he was moved, a vacancy was created on his herder position which should have been filled.

[Award 131 of PLB 2472](#) Denied claim when an extra job was called as a reduced crew improperly. In denying the claim, the board found that the two switchmen who actually worked the extra job were properly compensated "not withstanding that there may have been another switchman who should have been called as the second helper. This award sets the principle that when an extra job is improperly reduced, the claim is for the switchman left standing on the extra board who should have been called and there is no claim for the two switchmen who actually work as a reduced crew.

Award 1 of PLB No. 3510 SSR 107-86

A second brakeman was relieved under the Hours of Service law after 4 hours and the remaining two man crew completed the remaining 7 hours of duty. Board held "The rule is specific. The violation requires a remedy."

ARTICLE 27(b) - FOOTBOARD YARDMASTER RATE

Footboard Yardmaster rate was established by [Supplement No. 22 to General Order No. 27](#) in 1919 as a result of modifications to the 1917 recommendations from the 8-hour commission established by the federal government following the First World War.

[YDM 1-147](#) The original document that is reproduced on Page 182 of the green book

[YDM 145-367](#) Regular switchmen assigned as footboard yardmaster who work off their assignment on days off or ahead of shift, are entitled to footboard yardmaster rate. Also [YDM 145-368](#), [YDM 145-370](#), and [YDM 145-371](#). Compare with denial in [Dec 12 of SBA 311](#)

[YDM 145-825](#) Paid each engine foreman at footboard yardmaster rate account yardmaster on duty until end of shift but yard crew worked overtime, at which time there was no yardmaster on duty. Also [YDM 145-824](#), [YDM 145-829](#), [YDM 145-832](#), [YDM 145-833](#), [YDM 145-847](#), and [YDM 145-868](#)

[YDM 145-372](#) Footboard yardmaster was runaround for a vacancy on his rest day. Paid at footboard yardmaster overtime rate for the runaround. Refers to Dec 1397 of SAB 18 and Award 18107, NRAB for support.

Award 4563, NRAB A yard engine foreman receiving and/or executing instructions concerning work to be performed by his own crew does not mean that he is performing the duties of or assuming the responsibility of a yardmaster, but when required to take instructions and give them to other yard crews, or direct the movement of road crews, or do any work that was ordinarily performed by yardmasters, he is entitled to footboard yardmaster's rate.

Award 13975, NRAB Denied The fact that a foreman was required to mark a switch list which was subsequently left for the following yard crew does not entitle that foreman to footboard yardmaster rate.

[Award 60 of PLB 71](#) Sustained claim for footboard yardmaster rate for holiday pay when a regular assigned foreman who received footboard yardmaster rate, and job was annulled on a holiday. Held that had foremen been paid at engine foreman rate and on such days that performed as footboard yardmaster paid footboard yardmaster rate, then when job annulled would receive engine foreman rate but since that job was paid at footboard yardmaster rate regardless of work performed for 5 days per week, should have been paid the holiday pay at footboard yardmaster rate.

[SBA 443, Award 66](#) SSR 18-71
Paid Footboard Yardmaster rate. Instructions formerly given to claimants by yardmaster who has since been eliminated, are now given to switch crews via radio from a yardmaster at a point from 3 to 28 miles from the location of the work.

[PLB 702, Award 1](#) SSR 62-76
Two claims for footboard yardmaster rate paid and eight denied. Referee determined validity of claims based on whether a yardmaster was on duty during the periods upon which claims are based.

[PLB 2455, Award 14](#)

SSR 78-81

Sustained claim for footboard yardmaster rate on job properly annulled under the holiday agreement.

[PLB 2049, Award 69](#)

SSR 17-83

Sustains claims for footboard yardmaster rate account required to pass work list on to relieving yard crew and advise such relief crew what work had been performed.

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

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

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

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

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

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

ARTICLE 25 LEAVE OF ABSENCE

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

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

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

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

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

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

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

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

ARTICLE 25 - LEAVE OF ABSENCE

YDM 94-306 1973 General Correspondence - A request for an additional one year leave of absence for Portland Switchman G.D. Collins granted 4-19-73

Award 1 of PLB 5364 (Western Pacific) Claimant dismissed when he was on a leave of absence for Amtrak and the carrier discovered that he was not actually working for Amtrak. Claimant was not working due to a medical condition. The board found that ". . . simple fairness required that if the carrier considered that his action terminated his leave of absence, even though the leave did not expire by its terms . . . Carrier could have notified him of that fact, that Carrier considered that he was absent without leave, and that he should report to work or apply for another leave if he wanted to protect his seniority. Carrier took that step twice when his medical leave had expired, and in those cases it was clear that the specific leave of absence dates had passed; in this case, where the leave . . . still had seven months to run, it certainly was open to reasonable interpretation by claimant that he continued to be on leave of absence and that his seniority rights with Carrier were not in danger."

[Dec 5915 of SAB 18](#) Incarceration is not a valid basis to request a leave of absence. The carrier is also not obligated to await the conclusion of criminal proceedings against employees prior to bringing charges against them under the collective bargaining agreement and carrier's operating rules. See also [Dec 5651 of SAB 18](#)

Dec 6002 of SAB 18 The claimant was charged with being absent without authority. However, the record indicates he was given an open-ended leave. Although same is at variance with policy and procedures, the claimant's "unrebutted testimony is at least mitigation" Claimant's personal circumstances were found to be mitigation as well.

Dec 5651 of SAB 18 Carrier is not obligated to grant a leave of absence necessitated by employee incarceration.

Dec 5915 of SAB 18 Incarceration is not a valid basis to request a leave of absence. The carrier is also not obligated to await the conclusion of criminal proceedings against employees prior to bringing charges against them under the collective bargaining agreement and carrier's operating rules.

ARTICLE 24 ATTENDING COURT

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

MEMORANDUM OF AGREEMENT YDM 1-154

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

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

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

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

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

shall be interpreted to apply as follows:

(a) A yardman taken from his regular assignment or from the extra board to attend court, coroner's inquest or conference with the Company's attorneys concerning such proceedings involving the Company, or a combination thereof, shall be paid for

actual time lost; provided, however, that if a regularly assigned yardman is used for such attendance on a layover or off day or on a holiday on which his regular job does not work, payment on said date will be a minimum day at the rate of his regular job.

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

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

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

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

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

4. This agreement is executed by the parties hereto pursuant to Article 37 of the current working agreement (excluding the Lines formerly operated by the El Paso and Southwestern Railroad Company), and shall be effective September 25th, 1947.

ARTICLE 24 – ATTENDING COURT

Dec 418 of SAB 18 Denied claim travel time for a 4 hour deadhead to and another 4 hour deadhead from a company required court proceeding in another yard. Since rule reads total time "both to and from", claimant allowed 4 hours only. This rule has since been modified by the Oct. 31, 1985 agreement which provides for payment on continuous time in connection with the service or the 4 hour, 8 hour, or time consumed if over 8 hours, as the case may be, if the deadhead is separate and apart from service.

YDM 25-106 Switchman allowed a basic day for attending court at direction of the company

Award 136 of PLB 1 Reported Wednesday for pre-deposition conference and held off his regular assignment that night (Wednesday) for deposition the following day. After the deposition, Claimant worked his own job that night. He was paid the earnings of his assignment on Wednesday and 4 hours for the deposition on Thursday. The Board held that he was entitled to the 4 hours for the pre-deposition conference on Wednesday, in addition to the earnings of his assignment that night.

YDM 25-50 Paid pursuant to first paragraph of Item 1 of YDM 1-154 (Article 24) when a switchman reported pursuant to instruction of proper authority to Company attorney for deposition in a legal proceeding involving the company. Also YDM 25-57

YDM 81-162 Paid pursuant to first paragraph of Item 1 of YDM 1-154 (Art 24) when a switchman reported pursuant to instruction of proper authority to Company claims agent to making a statement regarding a legal proceeding involving the company.

ARTICLE 23 – ESTABLISHING SENIORITY

[GEN 154-18](#) A new group of employees is ranked first by those who transfer from another craft and second by date of birth. Because of pending legal action on other parts of the railroad, date of birth was modified by letter dated [May 13, 2002](#) and is now by birthday in any month (Dec 1 would rank first and Jan 31 would rank last. Regardless of either year or month of birth, the class is ranked by the day of the month of birth starting with the 1st and ending with the 31st).

[TRN 188-076](#) Brakemen and Switchmen with seniority prior to November 16, 1993, and who are not promoted to conductor, and who become engineers, will acquire seniority as a conductor on the same date they establish seniority as an engineer.

[TRN 1-335](#) Establishing seniority as a conductor (for pre-hub employees)

[Award 99 of PLB 2472](#) Sustained claim for promotion of a switchman into engine service when junior switchmen were accepted and claimant was not. It was found that carrier violated the claimant's rights under the terms of the national agreement when it rejected or disqualified him for the position of fireman.

ARTICLE 30 DISCIPLINE - INVESTIGATIONS

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

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

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

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

Section (e). Interrogations will be made by the presiding officer of the Company who is holding the investigation. After he has completed the direct examination, other Company officers present may interrogate the witness. The accused or his representative shall be confronted with all of the evidence, may hear the testimony of all witnesses and shall be privileged to question any or all who may so testify. Each witness may, after testifying, remain present until the investigation is concluded. All questions and answers that constitute a part of the investigation shall be included in the transcript, also should the employe or his representative make verbal protest in regard to any question that he may consider unfair or ambiguous, such protest will be included in the record.

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

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

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

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

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

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

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

Section (i). (This Section (l) is revised by YDM 1-171, page B-8) Switchmen and switchtenders required to attend investigation shall be compensated for such attendance as follows:

(1) if investigation is conducted continuous with completion of the working shift, or is started not to exceed one hour after completion of the shift, or if begun not to exceed one hour in advance of starting time of shift, work and investigation shall be combined and paid for on a continuous time basis.

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

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

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

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

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

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

ARTICLE 30(L) – PAY FOR ATTENDING INVESTIGATIONS

YDM 1-171, page 185 of the green book modifies Section L of page 73

Article 30(l) Pay for time lost if found not at fault:

1. continuous time if held within one hour of service
2. no payment if held during working shift
3. if not in accordance with Items 1 or 2, a basic day

[YDM 81-242](#) Worked 6:30 am to 2:30 pm at overtime rate. Investigation held 3:00 to 3:50 pm. Paid one hour and twenty minutes at overtime rate, per Item 1 above.

[YDM 81-251](#) Held off extra board for investigation. Found not at fault. Paid earnings of assignment at overtime rate for space on board, per Item 3 above. Also, see [YDM 125-2899](#) and YDM 81-155.

YDM 81-243 No time was lost and claim was made for 4 hours deadhead and 8 hours for attending investigation, per Item 3 above and Interpretation Agreement YDM 1-171 (pg. 185).

[Award 51 of PLB 1](#) DENIED - Investigation was held on third day of vacation - claim for 3 days pay. No rule to support. Claimant was paid for attending investigation when held not at fault.

[Award 69 of PLB 531](#) DENIED - Witness must be "required" to attend investigation to be paid. "A requirement that the witness attend could only mean an order or direction by the company that he attend."

ARTICLE 31 WORK TRAINS WITHIN YARD LIMITS

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

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

Section (c):

1. Trainmen will be used with self-propelled locomotive cranes, self-propelled ditchers, self-propelled pile drivers, self-propelled rail loaders, self-propelled wrecking derricks, and self-propelled steam shovels, operating in road territory; and yard foreman and two helpers will be used therewith when operating within switching limits, in connection with which, it is agreed that the following will govern:

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

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

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

In Yards and at General Stores

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

**ARTICLE 32
SHOP YARD ENGINES**

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

ARTICLE 38
INTERPRETATION OF AGREEMENT

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

ARTICLE 38 - PAST PRACTICE

Award 10075, NRAB

"A practice squarely in conflict with a specific rule cannot nullify the rule."

Award 15430, NRAB

Past settlement practice cannot abrogate the rule. Also, see Award 15953 of the First Division, NRAB.

Award 19048, NRAB

Past practice cannot alter the meaning of an agreement. Also, see Awards 13221, 13976, 18854 and 20540 of the First Division, NRAB.

Award 20710, NRAB

"Past practice dictated by the carrier cannot nullify a rule."

Award 1 of PLB No. 1434 SSR 58-77

"It is too well settled to need citation of authority that where the language of the contract is clear no resort will be made to past practice to interpret a contract."

[Dec 411 of SAB 18](#) "Carrier may not rely...upon the few years of past practice when the rules...seems clear."

[Dec 419 of SAB 18](#) Denied claim when an El Paso switchman was displaced, and crew dispatcher placed him on another job. Upon notification, switchman requested to mark to the extra board that date. The board held that Art. 19(b) of the EP&SW agreement was not very explicit and that it had been an established practice to handle displaced switchmen in this manner

[Dec 789 of SAB 18](#) "Past practice, generally speaking, operates to determine the issue only when dealing with an uncertain or ambiguous rule, or in a circumstance where there is not a rule at all to rely upon."

[Award 200 of PLB 1](#) DENIED - Past practice, in the absence of an agreement rule to cover the procedure to be followed, was held to be controlling.

[Award 127 of PLB 2472](#) Sustained CB Rate for car retarder operators who had been paid CB Rate for many years when the practice was stopped. Subsequently the company started paying again. Custom and practice prevail in the absence of an agreement.

AGREEMENT VIOLATIONS - VOLUNTARY

[Decision 1013 of SAB 18 1017](#) of this Board.

"Claimant not responsible for violation." Also, see [Decision 1017](#) of this Board.

[Award 150 of PLB 531](#)

Engine foreman's actions did not void claim for other helper or for man standing for the service. Company defense - no merit because was "voluntary" on foreman's part.

[Award 152 of PLB 531](#)

Yard work "voluntarily" performed by a road crew. Also, see [Award 154](#) of this Board and [Award 41 of PLB No. 1160](#).

[Award 155 of PLB531](#)

A member of road crew "voluntarily" detached his engine from the train when that should have been performed by a switchman.

[Award 37 of PLB 3894](#)

Denies a claim on behalf of a herder required to assist an inside hostler by releasing air and hand brakes and using a hammer from the inside of an engine pit to remove chains. The Board noted that there would be no penalty for releasing brakes under existent conditions and ruled that claimant entered the engine pit and used a hammer to remove the chain on his own volition.

[Award 39 of PLB 3894](#)

Denies a claim on behalf of various yard crews who pulled cars beyond the switching limits without specific instructions. The Board held that, "Claimants made their own voluntary choice to move the cars in one single movement in an effort to save time and work for themselves. It is a long-standing principle that an employee cannot profit from his own actions voluntarily done."

ARTICLE 37
APPROVAL OF APPLICATION

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

Modified to 60 calendar days by Article VII of the 8-25-78 National Agreement.

ARTICLE 36
SHORTAGES - ADJUSTMENTS

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

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

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

ARTICLE 35
SWITCHMEN TRANSFERRING

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

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

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

Section (a):

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

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

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

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

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

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

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

ARTICLE 34 – Pay for Attending Rules and Medical Exam, Safety Car and Jury Duty

[YDM 1-263](#) The agreement that is reproduced in Section (a) of Article 34

[YDM 47-87](#) Paid 4 hours at engine foreman rate, plus 50 mile deadhead when required to report to S.F. for physical examination. Article 34, Section (a)2.

[YDM 25-106](#) Paid day when required to attend court at 9:00 A.M. and released at 12:30 P.M. Marked up at 1:30 P.M. - a junior switchman used.

[YDM 25-128](#) Paid 4 hours when required to report to Supt.'s office for layoff instructions.

[YDM 81-267](#) Required to report for rules review - paid 4 hours. Missed turn on board, but worked third shift. Article 34(a)2.

[YDM 148-6747](#) After laying off sick was required to report to Supt. in Tucson for conference. Excess of 50 miles each way - paid two 8 hour deadheads.

[Dec 418 of SBA 18](#) Interpreted the travel time provisions of our agreement. Allowed time lost and one 4 hour deadhead each date.

[Award 136 of PLB 1](#) Pay due under Article 33 and YDM 1-154 in this case.

[Award 36 of PLB 531](#) Claimant was paid a basic day for three days when required to travel to another city for pre-trial conference with SP attorneys as well as attending court on the third day. The first and second days were his assigned rest days. On the first day, (a rest day) he stood for extra service as a yardmaster. On the third day (a day his assignment worked) he stood for service as a yardmaster on the 2nd and 3rd shift. The Board found that he was properly compensated under Article 24 for the first and second days as he was only entitled to a minimum day on rest days. However, on the third day, a day his assignment worked, he was entitled to lost earnings under the provisions of Article 24 and YDM 1-154.

Award 101 of PLB 1160 Paid when examined by a Company doctor in connection with a lawsuit.

[Award 102 of PLB 1160](#) Paid 4 hours travel time when required to travel beyond yard limits for conference with Company attorneys.

Award 2 of PLB No. 1581 SSR 76-76

Sustained in Part - Yard engineer, on duty 11:59 P.M., Jan. 1, necessary to lay off for jury duty Jan. 2. Was released at 5:00 P.M., Jan. 2., but did not mark up for his job. Jan. 1 was allowed, but Jan. 2 was denied. Held he failed to protect his job - his own option.

[Award 5 of PLB 2472](#) Denied - claims of switchmen who attended Rules classes. Article 34 provides for pay when "ordered." The Board found that "A review of the notices posted by various Carrier superintendents shows that nearly all are couched in terms of 'encouraging' employee attendance; several state that attendance is voluntary; and, one 'strongly urges' employee attendance. None of the notices order or direct employees to attend classes

**ARTICLE 39
CHANGE IN AGREEMENT**

This Agreement shall become effective October 1, 1977 and updates and supersedes the agreement of September 1, 1956, covering rates of pay and rules, except that it will not cancel or amend any other Agreements, or rulings, in effect on the effective date hereof. This agreement between the Southern Pacific Company (Pacific Lines), and its switchmen represented by the General Adjustment Committee of the United Transportation Union (Switchmen), shall continue in effect, subject to any Municipal, State or Federal legislation until either party desiring to change any of the foregoing rules or regulations shall have given to the other party thirty (30) days' notice, in writing, of the change, or changes, desired.

This agreement between the Switchmen and the Company contains revisions made by the System Rules changes effective June 10, 1966, July 10, 1968 and July 26, 1974, also System Seniority and Road-Yard Seniority Agreements of 1972.

It also reflects the changes made by the National UTU Agreements of January 27, 1972 and January 1, 1975.

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

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

FOR THE COMPANY:

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

FOR THE EMPLOYEES:

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

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

This rule is modified by:

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

Section 1 (b). Yard Service-A yard conductor (foreman) will be employed on on-rail self-propelled vehicles or machines operating within general switching limits provided such machines have sufficient power to move freight cars; and, if more than two cars are handled at any one time a yard brakeman (helper) will also be employed.

This provision will not apply to the operation of selfpropelled vehicles or machines in confined areas such as shop tracks, supply areas, tie yards and so forth, except that with respect to such self-propelled machines now working in the confined areas where rules or practices require the employment of a yard ground man, such rules and practices are preserved and the yard conductor's (foreman's) rate will apply to this service.

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

Section 3. Except under the conditions herein specifically prescribed, operating employes need not be used on self-propelled vehicles or machines. It should be noted in addition that this Agreement does not alter any existing rules or practices except as specifically stated herein.

Section 4. Every employe deprived of employment as the immediate and proximate application of this rule, shall be entitled to the schedule of allowances set forth in Section 7 (a) of the Washington Agreement of May 21, 1936; or to the option of choosing the lump-sum separation allowance set forth in Section 9 of said Agreement. In addition to the foregoing, employes who do not elect to accept the lump-sum separation allowance set forth in Section 9 of said Agreement, if qualified, may elect within one year from the date of their furlough to prepare themselves for some other occupation for which training is available (of the type approved by the Veterans Administration under the Veterans' Readjustment Assistance Act of 1952), with the carrier paying 75 per cent of the tuition costs of such training for a period not exceeding two years. Whenever and to the extent that the United States Government makes provisions for retraining out of public funds, the obligation of the carrier shall be reduced correspondingly. Those employes who elect to accept the lump-sum separation allowance set forth in Section 9 of the Washington Agreement of May 21, 1936 will not

be entitled to retraining benefits.

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

ARTICLE 31 - WORK TRAINS - SELF-PROPELLED MACHINES

[YDM 148-4604](#) A self-propelled burro crane operating under its own power was used by MofW employees to lay rail and replace switch point in existing yard tracks. The track was out of service and no switches were handled in connection with the movement and no flagging was required.

[YDM 52-2490](#) Helper required to handle necessary switches for movement of self-propelled crane from PFE yard to "C" Yard - paid additional day at foreman rate and two senior switchmen, per [Decisions 11, 24](#) and [50 of SBA No. 311](#). Now would be for foreman only. Also, see [YDM 148-6131](#) and [YDM 148-5846](#).

[YDM 148-13006](#) Self-propelled on-rail weed killer operated on yard tracks - MofW employees lined switches. Paid one switchman at foreman rate, per June 25, 1964 National Agreement.

[YDM 148-13219](#) Claim for three senior switchmen when a rail detector used in yard limits and MofW employees lined switches - one switchman paid, per Article III, Section 1(b) of National Agreement dated 6-25-64.

[Dec 410 of SAB 18](#) Foreman rate, in lieu of helper rate - a herder worked with self-propelled crane and car moving along track to pick up scrap material. Also, see Decision 104 of this Board.

[Dec 768 of SAB 18](#) Shipper used truck winch to spot car for loading of poles. Also, see [Decision 82 of SBA No. 311](#).

[Dec 1025 of SAB 18](#) Denied - Engine foreman handled switches for movement of burro crane and other crew members followed with yard engine.

Dec 1246 of SAB 18 Conductor not used on burro crane which was towed by a motor car. Company claimed not a self-propelled machine.

[Dec 1400 of SAB 18](#) Off track tractor shoved cars along track for unloading.

[Dec 4353 of SAB 18](#) Sustained when a road crew used locomotives to pull a company bulldozer out of the mud at an intermediate location. The board held, "constitutes work train service."

Decisions 2211, 2373, and 3630 of SAB 18 Work train performed service partly within switching limits where yard crews on duty and partly in road territory. Held to be proper to use road crews.

[Award 57 of PLB 1](#) Sustained - Road crew of work train performed yard switching when they set out cars from their train prior to departing the yard. Board held "The making up of work trains and the breaking up of work trains is the work of yard employees. Here, reducing the

train by five loaded cars was not directly related to the work being performed. It was, in fact, a part of the ultimate breaking up of the work train. The removal of the cars did nothing to assist the work being performed and was not related to the work train service."

[Award 69 of PLB No. 1](#) Sustained when MofW employees operated a burro crane on abandoned drill track to pick up and load rail. Held the nature was more of relocating the track than abandoning it.

[Award 77 of PLB No. 1](#) Sustained when a self-propelled crane worked 55 minutes at a derailment without a yard crew.

[Award 80 of PLB 1](#) Denied claim when road crew switched the weed sprayer to the head end in order to commence work. The board held that shoving the weed sprayer 46 miles from their initial terminal was not the safest course and that upon arrival at this intermediate point where yard crews were employed, placing the weed sprayer on the head end immediately prior to commencing work was an integral part of the work train service.

[Award 151 of PLB No. 1](#) Denied - Crane worked on temporary track, not yet opened for service.

[Award 30 of PLB 1160](#) Denied. MofW used pinch bars to move cars previously spotted by a yard crew over a short distance. Doctrine of *de minimus*.

[Award 33 of PLB 1160](#) Denied - A rail detector worked in yard and adjacent road territory without a ground crew. A herder lined switches for movement out of yard and when returning to yard.

[Award 36 of PLB 1160](#) Denied. Road work train crew worked in the yard over 8 hours and then a short period in road territory.

[Award 39 of PLB 1160](#) Self-propelled on-rail weed killer operated on tracks in yard - MofW employees lined switches. Held to be work train service. Paid 1 switchman at foreman rate.

[Award 40 of PLB 1160](#) Denied - Yard crew spotted 8 cars of dust for unloading by MofW who later "pinched" the cars a short distance.

Award 148 of PLB 1160 Denied - claim for an additional day when required to perform herding work following completion of work on self-propelled equipment.

[Dec 11 of SBA 311](#) Burro crane manned by MofW employees.

[Dec 24 of SBA 311](#) MofW employees using burro crane to change out rail - Company defends against claim stating that track in question was "spiked" at each end, thus not in service. See also [Dec 50 of SBA 311](#)

[Dec 44 of SBA 311](#) Denied - Tie tamper working and no switchman used - not covered by Article 31. Also, see [Decision 54](#) of this Board.

[Dec 53 of SBA 311](#) Denied - MofW used burro crane in new yard, not yet released for service. Also, see [Award 180 of PLB No. 1](#).