

TIE — UPS

RULE 68: TIE-UPS

a) Road Crews Tied Up Between Terminals.

Engineers in road service will be considered-on duty and under trip pay until tied up as hereinafter provided, and are so notified and for what reason.

b) Federal Tie-Up

1. Under the laws limiting the hours on duty, crews in road service will not be tied up unless it is apparent that the trip cannot be completed within the lawful time; and not then, until after the expiration of 10 hours on duty under the federal law, or within 2 hours of the time limit provided by state law, if state laws govern.
2. If road crews are tied up in a less number of hours than provided in the preceding paragraph, they shall not be regarded as having been tied up under the law and their services will be paid for under existing schedules.
3. When road crews are tied up between terminals under the law, they shall again be considered on duty and under pay immediately upon the expiration of the minimum legal period off duty applicable to the crew; provided the longest period of rest required by any member of the crew, either 8 or 10 hours, to be the period of rest for the entire crew.
4. A continuous trip will cover a movement straightaway or turnaround from initial point to destination train is making when ordered to tie up. If any change is made in the destination after the crew is released for rest a new trip will commence when the crew resumes duty.
5. Engineers in train service tied up under the law will be paid continuous time from initial point to tie-up point. When they resume duty on continuous trip, they will be paid from the tie-up point to terminal on the following basis: For 50 miles or less, or 4 hours or less, 50 miles pay; for more than 50 miles and up to 100 miles, or over 4 hours and up to 8 hours, 100 miles pay; over 100 miles, or over 8 hours, at schedule rates. It is understood that this does not permit running crews through terminals or around other crews at terminals.
6. Road crews tied up for rest under the law, and then towed or deadheaded into terminal, with or without engine or caboose will be paid therefore as per Paragraph (5) the same as if they had run the train to such terminal.

NOTE: Road crews tied up under the law at outlying points and deadheaded or towed into terminal before rest period is up will be paid on continuous time basis until terminal is reached.
7. If any service is required of an engine crew, or if held responsible for the engine during the tie-up under the law, they will be paid for all such service.

8. When engines are tied up where mechanical forces are not available, engine crews will be responsible for engines, and will be under pay until relieved by another crew or engine watchman, or released by chief dispatcher or other proper authority. Crews are required to make diligent effort to procure relief, and to promptly notify train dispatcher or mechanical foreman when it is apparent trip cannot be completed within legal working period, so relief may be arranged.

c) **Company Tie-Up**

1. Engineers in freight service, tied up by the Company between district terminals, will be under road pay from time first required to report for duty to time tied up, less the initial time allowed, and time will again begin in 24 hours from time first required to report for duty on the first trip, and at the same hour on each succeeding day tied up; not less than a minimum day will be paid for to terminal or next tie-up point.
2. Engineers tied up or released from duty between terminals for less than 8 hours will be paid continuous time for the entire trip.
3. For the purpose of computing time allowances the federal tie-up rule will not apply to Engineers tied up in less than 10 hours after leaving a terminal; neither the federal nor the Company tie-up rules apply to Engineers tied up under Section (d) of this rule.
4. Engineers in pool freight or unassigned freight service tied up or released 8 hours or more at intermediate points under the Company tie up rule will be compensated as follows:

Time from arrival at tie-up point (on trip on which tied up) to time tied up, and actual time consumed in initial switching, will be added to the actual road time or mileage, and not less than 100 miles allowed for the combined service.

When overtime accrues, computed from time Engineers go under pay, the allowance for initial switching and final work or delay, or the overtime, whichever the greater, will be paid.

Example No. 1

Engineer goes under pay and on duty at A (tie-up point) at 7:00 a.m.; switches at A until 9:00 a.m.; runs A to B, 25 miles; switches at B, 1 hour; runs B to C (an intermediate point), 75 miles; arrives at C, 3:00 p.m.; switches 1 hour at C; tied up at C, 4:00 p.m.

Compensation -- 100 miles plus 2 hours initial switching at A and 1 hour final switching at C at pro rata rate.

Example No. 2

Engineer goes under pay at A (tie-up point) at 6:00 a. m.; goes on duty at A, 7:00 a. m.; switches at A, 3 hours; runs A to B to C (district terminal), 75 miles; arrives at C, 3:00 p.m.; relieved at C at 3:25 p.m.

Compensation -- 127 miles. Time computed on continuous time basis 6:00 a.m. to 3:25 p.m.; exceeds miles run plus initial switching at A and final terminal time at C.

Example No. 3

Engineer on duty at A (district terminal) at 11:00 a.m.; runs A to B, 68 miles; runs B to C (an intermediate point), 32 miles; arrives at C, 5:00 p.m.; switches at C until 6:30 p. m., and tied up at 6:35 p. m.

Compensation -- 100 miles plus 1 hour, 35 minutes terminal time at pro rata rate.

Example No. 4

Engineer on duty at A (district terminal) at 12:30 p.m.; runs A to B, 22 miles; B to C (an intermediate point), 28 miles, C to D, and return to C, 41 miles; arrives at C, 6:15 p.m.; switches and ties up at C at 8:30 p.m.

Compensation -- 91 miles plus 2 hours, 15 minutes terminal time at pro rata rate.

Section (c)(4) of this rule does not apply to work, wreck, construction, supply, snow plow, helper service or circus trains, or to crews tied up between terminals because of washouts, wrecks, storms, blizzards, etc.

d) Voluntary Tie-Up

Engineers en route over district, and tied of their own volition at intermediate points, will be allowed schedule mileage of the district for the whole service between terminals, with such overtime as may accrue after deducting the time tied up from the total time in service.

Modified by

AGREEMENT TO ESTABLISH ID SERVICE Part III paragraph d – See Appendix B

“Except in case of wrecks, floods, washouts and storms, Engineers manning interdivisional service will not be tied up enroute under the Hours of Service Act and held at such intermediate point and then required to resume their trip after obtaining legal rest. In the event of noncompliance with this Paragraph (d) the held Engineer will be allowed a penalty payment of 100 miles and will be restored at the first opportunity to his same relative position on the board”

RULE 69: WHEN NOT HELD FOR REST

- a) When Engineers have a sufficient number of hours to work before being tied up under the law to run over the district on which the trip is to be made at a speed of 15 miles per hour, except 6 hours on the return portion of the double, Cheyenne to Laramie to Cheyenne, they will not be held for rest.

- b) When no crews are available under the law or under the provisions of Section (a) of this rule and the Company elects to use crews not having full off duty period of rest, no crew will lose its turn, which shall have sufficient time to cover the district over which the trip is to be made at a speed of 20 miles per hour, computed on constructive mileage when constructive mileage applies.

RULE 70: ATTENDING COURT

Engineers attending court or other business (other than attending investigations) on behalf of the Company will be paid as follows, together with necessary expenses:

- a) Engineers in the established pool or on assigned runs will receive what they would have earned had they remained on assignment, and if used on layover days will receive a minimum day's pay.
- b) Extra Engineers will be allowed one basic day pay at the minimum freight rate applicable to the district to which assigned for each day held.
- c) If an Extra Engineer is held from a regular assignment, he will be entitled to what he would have earned on the assignment for such time, as he is eligible to hold it. In case the extra man could not hold a regular assignment during the full period of time he is on Company business, he would, therefore, be entitled to only a minimum day's pay at minimum freight rate applicable to the district to which assigned for the days on which he could not hold a regular assignment.
- d) Any fee or mileage accruing will be assigned to the railroad.

RULE 71: AUTOMATIC RELEASE

On arrival at terminals, Engineers are automatically released; and when used again a new day will commence, except as provided in Rules 4 and 22.

NOTE: Rule 4 is a passenger rule that is retained but not reproduced herein.

RULE 72: BACK UPS - INCLEMENT WEATHER

In inclement weather Engineers will not be required to backup, except in cases of doubling, break-in-two, wrecks, washouts, broken-down engine on passenger train, snow blockades, running for fuel or water, or when in work or construction service.

RULE 73: ENGINES DISABLED ENROUTE

When an engine in passenger, assigned freight, or pool freight service becomes disabled en route and another engine is substituted, the Engineer will remain with the train to which originally assigned.

RULE 74: WATER COOLERS

Water coolers are to be placed on all engines.

RULE 75: TIME LIMIT ON CLAIMS

Rule superseded by **SYSTEM AGREEMENT - CLAIM HANDLING PROCESS attachment (b) dated** **02/28/1996**

In an effort to provide a method for a condensed and more expedited process of handling time claims, it is agreed that all time claims after ratification of this Agreement shall be handled as follows:

- 1) All time claims must be presented in writing by or on behalf of the employee involved, to the officer of the Company authorized to receive same, within sixty (60) days of the date of the occurrence on which the claim is based.
- 2) Should any time claim be disallowed, the Carrier, within sixty (60) days from the date same was filed, must notify the employee or his representative in writing of the reason(s) for such disallowance.
- 3) If a disallowed claim is to be appealed on behalf of the employee, such appeal must be in writing within sixty (60) days from receipt of the notice of disallowance.
- 4) Within sixty (60) days of the date of the appeal, the highest Labor Relations Officer authorized to handle such claim must notify the employee's representative in writing of his/her decision to reject this appeal.
- 5) Within one-hundred eighty (180) days of the date of the rejection of the appeal, the BLE's highest designated officer to handle such claims must list this claim, in writing, for conference with Labor Relations.
- 6) Within sixty (60) days of the Time Claim Conference, Labor Relations must send a final rejection letter of such claim to the BLE's highest designated officer to handle such claim.
- 7) Within one-hundred-eighty (180) days of the date of the final rejection letter after conference, the highest BLE officer designated to handle such time claims must list the claim before a tribunal having jurisdiction pursuant to the law or agreement.
- 8) If either party fails to comply with a time limit contained in this agreement, the claim shall be allowed (if the carrier's failure) or withdrawn (if the organization's failure). Claims so disposed of shall not be considered as a precedent or a waiver of the contentions of either party as to other similar claims.
- 9) All rights of the Claimant involved in continuing alleged violations of the Agreement shall, under this rule, be fully protected by continuing to file a claim for each occurrence (or tour of duty).

- 10) This rule recognizes the right of the representatives of the Organization party hereto to file and prosecute claims for and on behalf of the employees, they represent.

NOTE 1: It is understood the time limits set forth in this Rule may be extended by mutual agreement of the parties.

NOTE 2: The use of the "in writing" in this Rule includes the use of electronic or computer-based delivery or transmission methods.

NOTE 3: The parties agree all claims submitted prior to the effective date this Rule will continue to be handled in accordance with applicable rules or procedures previously in effect. All claims submitted on or after the effective date of this Rule will be handled in accordance with this Rule.

Q1: What does the term "list the claim" in Section 7 mean?

A1: In "list(ing) the claim", the Organization must either docket the claim to a Public Law Board in accordance with applicable National Mediation Board rules and procedures or file an ex parte notice of intent with the First Division, NRAB.

Q2: Does this rule apply to claims under Labor Protective conditions?

A2: Yes, unless the labor protective conditions provide for different time limits or procedures.

RULE 76: SERVICE DATE

For the purpose of computing pay, any service takes date of commencement.

RULE 77: FRACTIONS OF MILES

In computing fractions of a mile, less than five-tenths will not be counted; five-tenths or more will be counted as one mile.

RULE 78: PAY VOUCHER ISSUED

Where there is a shortage exceeding \$25 a voucher will be issued to cover, upon request.

RULE 79: EXPENSES WHEN OFF DISTRICT

When Engineers are used off the district on which they hold rights, actual expenses incurred will be allowed in addition to other pay.

RULE 80: LEAVE OF ABSENCE

- a) Engineers will not be granted leave of absence for a longer period than 90 days, except in case of sickness, disability, committee work, or by permission of the General Manager.

- b) Leaves of absence of 90 days or more must be approved by both the General Manager and the General Chairman.
- c) Engineers on leave of absence, who fail, without reasonable excuse, to report for duty at the expiration thereof, will be considered out of the service and forfeit seniority.

Modified by
LOU #1807019555 – Rule 80 dated June 8, 1995

"With respect to Rule 80, it is understood that a request for Leave of Absence due to illness or injury will be granted by the Carrier. However the employee must recognize that whenever requested by the Carrier, he/she must furnish timely documentation from his/her physicians giving specifics and the expected duration of absence. If a dispute arises as to the timeliness or adequacy of documentation, the employee's seniority will not be terminated during the review period of the documentation. With respect to the review period for documentation, it is recognized this Understanding does not affect the right to pursue discipline proceedings for refusal to furnish documentation and/or in order to review the adequacy of documentation.

This Understanding with respect to Carrier's policy on absences due to illness or injury does not amend in any manner the provisions of Rule 80(c)

Modified by
Agreement dated 10/22/1999

Therefore, it is agreed:

"Rule 80 **Leave of Absence** is amended to include; "Engineers appointed to supervisory positions (including yardmaster positions) with the Union Pacific Railroad will be required to request a leave of absence, the duration of which will be the length of time that Locomotive Engineer is protecting service as a yardmaster. Engineers in this status shall retain and continue to accumulate seniority on their respective seniority district."

The remaining conditions of Rule 80 will continue in effect and be unchanged by this amendment.

RULE 81: SERVICE LETTER

Engineers who have been in the service 30 days or more and who leave the service will, upon request, be promptly furnished a service letter stating time and character of service, which they must sign.

RULE 82: DISCIPLINE - PROCEDURE

**Rule Superseded by
System Agreement attachment (a) dated 02/28/1996**

SYSTEM AGREEMENT - DISCIPLINE RULE

- 1) All existing agreements pertaining to the handling of discipline are eliminated and replaced by this agreement.

GENERAL

- 2) Locomotive Engineers will not be disciplined without first being given a fair and impartial investigation except as provided below. They may, however, be held out of service pending investigation, but it is not intended that an Engineer be held out of service for minor offenses.

NOTICE

- 3) Within 10 days of the time, the appropriate company officer knew or should have known of an alleged offense, the Engineer will be given written notice of the specific charges against him or her. The notice will state the time and place of the investigation and will be furnished sufficiently in advance to allow the Engineer the opportunity to arrange for representation by a BLE representative(s) (the BLE Local Chairman or other elected BLE Officers) and witnesses. The notice will propose discipline to be assessed if investigation is waived and designate a carrier officer who may be contacted for the purpose of arranging for an informal conference on the matter. A copy of the notice will be furnished to the BLE Local Chairman.

WAIVER

- 4) Prior to the investigation, the Engineer (and the BLE representative if desired by the Engineer) may contact the designated carrier officer and arrange for an informal conference to discuss the alleged offense and proposed discipline. Such informal conference may be either in person or by telephone.
 - a) If such informal conference results in the proposed discipline being dropped, no further action will be taken.
 - b) If such informal conference results in proposed discipline being accepted by the Engineer and the investigation being waived, the Engineer's record will be updated accordingly.
 - c) If such informal conference does not result in either (a) or (b) above or no informal conference takes place, the discipline imposed as a result of a hearing may not exceed that proposed in the notice of charges.

INVESTIGATION

- 5) Unless postponed for good cause, the investigation will be held no later than 10 days after the date of the notice.
- 6) When practicable, the investigation will be held at the Engineer's home terminal. When that is not practicable, the investigation will be held at a location, which will minimize the travel, inconvenience and loss of time for all employees involved. When an Engineer is required to travel to an investigation at other than his or her home terminal, the Engineer will be reimbursed for actual, reasonable and necessary expenses incurred.
- 7) Where request is made sufficiently in advance and it is practicable, the Engineer and/or the BLE representative will be allowed to examine material or exhibits to be presented in evidence prior to the investigation. At the investigation, the Engineer and/or the BLE representative will be afforded the opportunity to examine or cross examine all witnesses. Such examination will extend to all matters under investigation.
- 8) The investigation will be recorded and transcribed. Copies of transcript will be furnished to the Engineer and the BLE Local Chairman no later than the date discipline is issued. If the accuracy of the transcript is questioned and the investigation was electronically recorded, the tapes shall be examined and, if necessary, the transcript will be corrected.

DECISION

- 9) A written decision will be issued no later than 10 days after completion of the hearing. The notice will be sent by US Mail to the last known address of the Engineer and to the BLE Local Chairman.
- 10) If the Superintendent fails to issue a decision within such 10 day time limit or if the Engineer is found not at fault, the Engineer will be paid for any time lost and the Engineer's record will be cleared of the discipline at issue.

APPEALS

- 11) If the Engineer is not satisfied with the decision, the BLE General Chairman may appeal to the designated Labor Relations officer within 60 days from the date of the Superintendent's decision.
- 12) The Labor Relations officer will respond to the appeal within 60 days from the date of the BLE General Chairman's appeal. If the Labor Relations officer fails to respond within 60 days, the Engineer will be paid for any time lost and the Engineer's record will be cleared of the discipline at issue.
- 13) If the Engineer is dissatisfied with the decision of Labor Relations, proceedings for final disposition of the case under the Railway Labor Act must be instituted by the Engineer or his or her duly authorized representative within one year of the

date of that decision or the case will be considered closed and the discipline will stand as issued, unless the time limit is extended by mutual agreement.

MISCELLANEOUS

- 14) If a dispute arises concerning the timeliness of a notice or decision, the postmark on the envelope containing such document shall be deemed to be the date of such notice of decision.
- 15) Engineers attending an investigation, as witnesses at the direction of the carrier will be compensated for all time lost and, in addition, will be reimbursed for actual, reasonable and necessary expenses incurred. When no time is lost, witnesses will be paid for actual time attending the investigation with a minimum of two hours, to be paid at the rate of the last service performed.
- 16) The Engineer being investigated or the BLE representative may request the Carrier to direct a witness to attend an investigation, provided sufficient advance notice is given as well as a description of the testimony the witness would be expected to provide. If the Carrier declines to call the witness and the witness attends at the request of the Engineer or BLE and provides relevant testimony, which would not otherwise have been in the record, the carrier will compensate the witness as if it had directed the witness to attend.
- 17) If, by operation of this agreement or as the result of an arbitration decision, the Carrier is required to pay an Engineer who has been disciplined for "time lost", the amount due shall be based on the average daily earnings of the Engineer for the 12 month period (beginning with the first full month) prior to removal from service. The sum of the claimant's earnings during such period shall be divided by 365 to arrive at the average daily earnings to be applied in determining the amount of lost wages, based on the number of days of discipline.

NOTE: Section 1: This agreement is not intended to modify or replace "By-Pass" or "Companion" Agreements.

This agreement is not intended to modify or replace Carrier policies pertaining to discipline; except that to the extent this agreement may conflict with a Carrier policy, this agreement shall govern.

NOTE: Section 17: The twelve (12) month period utilized in determining the employee's average daily earnings will not include any months in which the employee experienced unusually low earnings due to circumstances beyond his/her control, such as personal injury, documented major illness, of the employee or a family member, etc. It is not the intent of this NOTE, however, to exclude those months in which the employee lays off on his/her own accord. It is intended the twelve (12) month period utilized will reflect the Engineer's normal work habits and history.

Example:

An Engineer was dismissed in October for an alleged rules violation. Pursuant to

an arbitration award, the Engineer is reinstated and awarded time lost (back pay). Six months prior to his/her dismissal, said Engineer was off-duty (medical leave) for two (2) months (March and April) due to a major illness, such as a heart attack.

Calculation of the employee's average daily earnings for the preceding twelve (12) months will commence with September and will incorporate the prior fourteen (14) months; including September, (March and April are excluded due to the employee having no earnings in those months due to the medical condition).

Agreed to Questions and Answers
to
UP/BLE Local Agreements June 1, 1996

- Q. Under Section 11, if the General Chairman does not appeal a case to Labor Relations within 60 days, has that case expired under the time limits?
- A. Yes, unless the parties have agreed to an extension of the time limit.
- Q. May either party request that a discipline case be discussed in conference between the General Chairman and the Labor Relations Officer?
- A. Yes, if such a conference is requested, it will be held during the one-year period set forth in Section 13 of the Agreement but will not extend such one-year period.