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(2) The number of days for which jury duty pay shall be paid is limited to a maximum of 60 days in any calendar year.

(3) No jury duty pay will be allowed for any day as to which the employee is entitled to vacation or holiday pay.

(* From Article V, UTU National Agreement dated January 27, 1972, as amended by Article V of UTU National Agreement dated August 25, 1978.)

ARTICLE 38

Personal Records

(a) The record of a yardman is to be correctly kept in the division Superintendents' offices and all charges against the record of a yardman must be correctly noted thereon and will be open to the inspection of the officers of the Company and the yardman affected only, unless authority is given by such yardman in writing. Yardmen shall be notified of any charges against their record. No discipline will be charged against a yardman's record until after first giving him a proper investigation, or unless he has in writing waived the right for investigation and agreed to the charges against his record. In case investigations are held, yardmen shall inquire the result of the same, which upon being given them, and also when they agree to waive investigations, agreeing to accept charges against their records, will be considered as proper notice.

Employee Information

(b) Commencing June 1975, the carriers will provide each General Chairman with a list of employees who are hired or terminated, their home addresses, and Social Security numbers if available, otherwise the employees' identification numbers. This information will be limited to the employees covered by the collective bargaining agreement of the respective General Chairmen. The data will be supplied within 30 days after the month in which the employee is hired or terminated. Where railroads can not meet the 30-day requirement, the matter will be worked out with the General Chairman.

(# From Article IV, UTU National Agreement dated January 29, 1975.)

ARTICLE 39

Investigations

(a)(1) A yardman shall not be discharged on any charge whatsoever, until after a fair and impartial formal investigation has

been held by the Superintendent or his representative, and his guilt established.

(2) A yardman may be held off duty pending formal investigation in instances when, if permitted to work, it is apparent that he would be a hazard to himself or his fellow employes.

(b)(1) A yardman shall not be disciplined on any charge whatsoever, without first having a fair and impartial investigation and his guilt established, unless he agrees in writing to the Superintendent to waive investigation, accepting discipline against his personal record. When a yardman waives formal investigation and accepts discipline, he will be advised in writing of the discipline assessed.

* (2) Formal investigation(s) will not be scheduled account of a personal injury(s) of an employe(s) unless the Carrier's normal preliminary investigation develops a substantial reason to believe that a violation of a specific operating or safety rule may have occurred which caused such injury. Discipline will not be assessed unless the Carrier proves at the investigation a clear violation of a specific rule by the individual. This does not modify or abrogate the employe's right to accept discipline by record in writing and waive formal investigation.

(* From Memorandum of Agreement dated November 10, 1977.)

(c)(1) Prior to the investigation the yardman or yardmen involved will be notified in writing of the charges, which will be confined to the case to be investigated, sufficiently in advance of the time set for investigation to allow reasonable opportunity to secure the presence of necessary representative and witnesses. In fixing hours at which investigations will be held, due consideration of the need for rest by yardmen will be given by the Company's officers.

(2) If the final decision decrees that charges against the yardman or yardmen were sustained, discipline issued will be confined to the case being investigated, as set forth in the notice.

(d) Investigations will be held promptly, but in any event not later than thirty (30) days from the date of occurrence of the incident to be investigated, except when the yardman, his representative, or a material witness is unable to attend an investigation because of sickness or injury, the investigation may be deferred until such time as the yardman, his representative or material witness is able to attend the investigation.

(e)(1) Unless otherwise agreed to, all yardmen involved and notified shall be present at the investigation.

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(2) The employe(s) charged will remain throughout the investigation, as well as all witnesses after giving their testimony unless the latter are excused by mutual consent.

(f) At the investigation, the yardman will be entitled to be represented by his duly authorized General or Local Chairman of the United Transportation Union or an employe of his choice, holding seniority on his seniority district.

(g) There shall be a Board of Inquiry composed of the Superintendent or his representative and the representatives of the employes being investigated. No person or persons, other than the members of the Board of Inquiry, shall be permitted to interrogate any witness or otherwise take part in the determination of the matter which is being investigated. No person or persons shall be allowed to be present in any investigation, other than the Board of Inquiry named and the actual witnesses if there is any objection by any member of the Board of Inquiry, except Mechanical Department representatives will be permitted to remain in those cases where enginemen and/or Mechanical Department employes are a party to the same matter being investigated, but will not be permitted to interrogate yardmen.

(h) True copy of investigation papers will be furnished the employe under investigation, or his representative, provided request therefor is made at time investigation is held.

(i) A yardman disciplined as a result of a formal investigation shall be informed of that fact within thirty (30) days after the investigation is completed, unless a longer time limit is mutually agreed to in specific cases.

*(j) In the handling of appeals involving discipline matters the following shall govern:

(1)(A) When discipline has been assessed as a result of a formal investigation and the decision as rendered by the Company is not satisfactory to the employe, an appeal may be taken from that decision. The affected employe or his representative must make the appeal in writing to the Superintendent within sixty (60) days from the date of advice of the assessment of discipline to the employe.

(B) If the appeal is to be denied by the Superintendent, he must within thirty (30) days from date of such appeal, notify the employe and his representative, in writing, the appeal is denied.

(C) If the decision is not satisfactory to the affected employe or his representative, a request for conference may be initiated within thirty (30) days from the date of the decision of

the Superintendent or appeal the claim within sixty (60) days to the General Manager who is the Carrier's highest officer of appeal for cases involving discipline.

(D) When a conference is held with the Superintendent, the sixty (60) day period for appeal to the General Manager will start running as of the date the Superintendent advises the employe and his representative in writing, the result of the conference.

(2) If the appeal is to be denied by the General Manager, he must notify the General Chairman, in writing, within sixty (60) days of the date of the appeal, giving the reasons for such declination.

*(k)(1) Decision by the General Manager shall be final and binding unless within eighteen (18) months from the date of said officer's written 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 eighteen (18) month period herein referred to.

(2) If the decision of the General Manager is not satisfactory, the General Chairman must request a conference with respect to the specific claim within the eighteen (18) month period referred to in paragraph 3. If the General Chairman requests in writing a conference within sixty (60) days of the date of the written decision of the General Manager, the eighteen (18) month period shall not commence until the date of the written decision of the General Manager following such conference.

(3) With respect to appeals involving an employe held out of service in discipline cases, the original notice of request for reinstatement with pay for time lost shall be sufficient.

(4) If there is a failure to comply with the time limit provisions of this agreement by either party, the matter shall be considered closed, and settled accordingly, but this shall not be considered as a precedent or waiver of the contentions of either party for the handling of other similar discipline cases.

(5) This agreement will not apply to requests for reinstatement on a leniency basis.

(* From Memorandum of Agreement dated April 13, 1977.)

(1) If the final decision decrees that charges against the yardman were not sustained, the record shall be cleared of the charge; if the final decision decrees that the yardman was unjustly

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dismissed after the investigation, he shall be reinstated and paid for all time lost.

(m)(1) No yardman dismissed from the service will be reinstated after being out of service six months from date of dismissal unless such action is concurred in by the General Chairman of the United Transportation Union; *but when Yardmen discharged from service are subsequently reinstated they must report for duty or arrange for an appropriate leave of absence within thirty (30) calendar days from date of notification of their reinstatement, and while discharged will be required to keep the trainmaster currently informed of their address and telephone number and any subsequent change by certified letter with copy to the Local Chairman.

#(2) Yardmen being reinstated to the service by other than Board Award will retain their original seniority date and standing provided they report for duty within thirty (30) days from (a) date such notice is received as evidenced by return registered receipt, or (b) letter is returned unclaimed to employing officer, in which latter event the date as shown on sending party's receipt affixed by Post Office will establish date from which the 30-day period will run. Copy of reinstatement notice will be furnished Local Chairman.

(3) Failure to report for duty within thirty (30) calendar days from date of notification will result in forfeiture of their seniority. These provisions will be subject to the Stay Home Rule.

(* From Letter of Understanding dated August 20, 1976.)
(# Revised by Letter Agreement dated July 27, 1979.)

(n)(1) Employees acting as witnesses in investigations for and at the request of the Company will suffer no loss of earnings due to attending such investigations; but, when called by the committee representing the employees or by individuals, no compensation will be paid by the Company.

(2) Except as provided in Item 5 hereof, employees disciplined shall not be compensated for attending such investigations unless such discipline is found to be unjust.

(3) Employees not disciplined, and who are not required to deadhead to or from the place where the investigation is held, will be reimbursed for any loss of earnings resulting from attendance at such investigation.

(4) Employees not disciplined, and who are required to deadhead to or from the place where the investigation is held, will be compensated for loss of earnings or for deadheading, whichever is the greater.

(5) Employees disciplined by reprimand or demerit marks only, and who are required to deadhead to or from the place where the investigation is held, will be compensated for such deadheading.

(6) There is no provision in the respective agreements requiring compensation for living expenses.

(7) Loss of earnings shall be determined on the following basis:

(A) For crews assigned to regular runs or jobs, lost earnings shall be the earnings of their assignments on days not permitted to work thereon.

(B) When all members of a pool freight train crew are required to attend formal investigations, and their caboose or turn becomes first out and is due to depart while they are not available, the caboose or turn will be placed at the bottom of the board and following crew used. If the crew becomes available for service and goes on duty before the crew used in its stead returns to the terminal, lost earnings shall be the one-way trip made by the substitute crew; if the substitute crew returns to the terminal before the crew attending the investigation becomes available for service and goes on duty, lost earnings shall be the earnings of the substitute crew.

(C) If less than all members of a pool freight train crew are required to attend a formal investigation, and their caboose or turn becomes first out and is due to depart while they are not available, the caboose or turn will be run in its turn with extra men replacing those held for the investigation; the latter to await return of the caboose or turn and lost earnings shall be the earnings of the extra men used in their stead.

(D) Extra conductors, trainmen and yardmen required to attend a formal investigation, and who become first out and due for service while unavailable, will be removed from the board and paid a minimum day (at helper rates for yardmen, passenger rates for conductors or trainmen assigned to passenger extra boards, and through freight rates for all others) for each calendar day that they are held, and when released will be placed at the bottom of the board.

(E) Employees eligible for emergency service in higher grades shall not be available therefor while attending investigations or awaiting return of their caboose or turn, and lost earnings shall be calculated solely as provided herein.

*(o) Yardmen who attend investigations at the request of the Company and not disciplined and who suffer no loss in earnings as a result of such attendance, will be paid on the minute basis at one-eighth (1/8th) of the daily rate applicable to the last service

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performed, for the actual time required to be in attendance at the investigation, the time to be computed from the time required to report for the investigation until released therefrom with a minimum of three (3) hours.

(* From Memorandum of Agreement dated November 10, 1977.)

ARTICLE 40

Laying Off

(a) Yardmen will be allowed to lay off account of illness of themselves or their immediate families when proper notice has been given. Yardmen will also be permitted to lay off account personal business when the exigencies of the service will permit.

(b) In a lay off of ten days or less duration account illness or injury, verbal contact will be made with Carrier's designated representative. When lay off is to exceed ten days, account illness or injury, a doctor's recommendation must be presented in an employe's behalf within the following ten day period, to avoid being subject to absence without leave, indicating the inability of the employe to perform his normal duties in which case no formal leave of absence will be required to cover the period of time contained in the doctor's recommendation. An employe confined to a hospital will not need such recommendation to cover this period of confinement, but after release from the hospital will present either a recommendation indicating ability to return to unrestricted service or provide in his behalf a recommendation from his attending physician to remain off duty for an approximate period of time, which period need not be covered by formal leave of absence, but must be presented in his behalf within the period specified.

Any doctor's letter of recommendation which does not contain a specific period of time will be limited to 45 days from the date of issuance.

(c) In each instance when, in the attending physician's opinion, an employe is unable to return to unrestricted service, another recommendation must be presented in behalf of the employe prior to the expiration of the period of time covered by the prior recommendation. Failing to do so will subject the employe to absence without leave. During this period(s) of time, employe is forbidden from engaging in outside employment or business unless written authority is granted by the Carrier.