

RIGHTS

RULE 92. (1) Rights. (a) Conductors' rights will date from the day they pass the required Transportation Department examinations except as provided in Rule 90(e).

(b) Brakemen's rights will date from the time they pass the required Transportation Department rules examination. Date and time rules examination is completed will be recorded on Form 2197 "Application For and Record of Examination."

Seniority rights established by brakemen will automatically terminate co-effective with the date the employe reaches the age of seventy (70) years, and no person shall be employed as brakeman on or after reaching the age of seventy (70) years.

(2) When employing brakemen, experienced trainmen will be given preference.

(3) Conductors and brakemen voluntarily leaving the service will forfeit all seniority rights and if they re-enter, will be considered new employes.

(4) Rights to runs, everything being equal, will be governed by seniority except as herein provided.

Note: See Appendix "A" - Item 40.

(5) Rights of conductors and brakemen will be confined to their respective districts; branch lines will be considered a part of the district with which they connect.

(6) Crews will be confined to their respective districts and transfer of rights will not be permitted.

Note: See Appendix "A" -- Items 92(u) and 92(u-1).

(7) Yard employes have rights in train service as provided in the June 23, 1962 Dual Rights Agreement.

Note: See Appendix "A" - Items 92 and 92(a) through 92(a-13).

(8) All brakemen entering the service will hold equal rights as freight and passenger brakemen, if and when they are qualified by appearance and tact to meet the public as passenger brakemen.

(9)(a) Interdivisional runs will be manned by trainmen holding rights over such districts in proportion to the mileage each seniority district furnishes to the run, except as herein otherwise provided.

Note: See respective I.D. Agreements.

Note: Mileage as referred to in this rule does not include terminal time or time accruing under Rule 74.

(b) Extra or irregular passenger trains running over former Colorado Division and Wyoming Division between Denver and Green River and Green River to Cheyenne will be manned by crews from either district based upon percentage of mileage.

(c) Crews in North Platte-Sterling freight pool will not be called for known turns between Sterling and Julesburg when Denver pool crews are available at Sterling.

(10) North Platte Branch and North Platte Cut Off. (a) Gering will be the main line district terminal for the purpose of computing

compensation of conductors and brakemen, and all present effective schedule rules applicable to such terminal will be effective at Gering.

Note: See Appendix "A" - Item 92(b).

(b) Conductors and brakemen holding rights upon the North Platte and Cheyenne passenger districts will man and operate all passenger service between North Platte and Cheyenne via any intermediate point.

(c) Conductors and brakemen holding rights upon the Third District will man and operate all freight service between North Platte and Gering, including Gering.

(d) Conductors and brakemen holding rights upon the Fourth District will man and operate through, local, and unassigned freight service between Cheyenne and Gering.

(e) Conductors and brakemen holding rights upon the Third District will man and operate all through, local, assigned and unassigned freight service between Gering and South Torrington, including Yoder, except as provided for in Paragraph (f).

(f) Conductors and brakemen holding rights upon the Fourth District may man and operate unassigned freight service between Egbert and South Torrington, or to any intermediate points.

(g) Conductors and brakemen holding rights on the Fourth District will man and operate all freight service between Egbert and Yoder, except as noted in Paragraph (h).

(h) Conductors and brakemen holding rights on Third District will man and operate beet and switching service between Yoder and Lagrange until sugar factory is erected in Lagrange territory.

(11)(a) Seniority rosters showing name and seniority date will be maintained for each seniority district.

Seniority rosters will be brought up to date and posted annually at a place accessible to all

employees affected, and copy furnished Local and General Chairmen. 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 cannot meet the 30-day requirement, the matter will be worked out with the General Chairman.

(b) Seniority rosters will, prior to posting, be officially approved by the General Chairmen and Director of Labor Relations. Seniority dates of employes as shown on seniority rosters so approved, will be open for correction of errors, and upon presentation of proof of error, correction will be made by agreement between the General Chairmen and the Director of Labor Relations.

(12) Conductors and brakemen in service one year or more, accepting official position representing the company or its train service employes, will retain their seniority rights.

Conductors or brakemen returning to service from official positions representing the company or its train service employes will be considered the same as conductors or brakemen losing their assignment through reduction in force, through no fault of their own, or displaced from assigned runs that are in effect 90 days or less, and will be governed by provisions of Rules 92(17)(a) and 92(18).

(13) BLANK.

(14) Conductors and brakemen assigned under bulletin to a run or vacancy will hold the assignment 1 year or for the unexpired portion of the year from date of annual bulletin, subject to the provisions of Sections (15), (16), (17), (20), and (22) of this rule.

Note: See Appendix "A" - Item 92(c).

(15) Assigned freight conductors and brakemen may at any time voluntarily relinquish their assignment, but will, except where extra boards are maintained, remain on their assignment until expiration of bulletin.

Conductors relinquishing their assignment will displace the junior conductor in pool freight service when seniority permits. If unable to displace as conductor he will displace either the junior head brakeman or the junior rear brakeman in pool freight service.

Where segregated pools exist on the same seniority district, conductors relinquishing their assignment may displace the junior conductor in pool of his choice. If unable to displace as conductor he will be permitted to displace either the junior head brakeman or the junior rear brakeman in pool of his choice.

Brakemen relinquishing their assignment will be permitted to select position of their choice, rear end or head end, in pool freight service, but will displace the junior brakeman holding such position.

Where segregated pools exist on the same seniority districts, brakemen relinquishing their assignment may select position of their choice, rear end or head end, in the pool of their choice, but will displace the junior brakeman holding such position in that particular pool.

Note: See Appendix "A" - Item 92(d).

(16) Assigned passenger conductors and brakemen may at any time voluntarily relinquish their assignments and will displace the junior conductor or brakeman in passenger service.

Brakemen assigned to passenger service may exercise their seniority to pool freight service on turns that are added to the freight pool provided they have written application on file at freight terminal for such service prior to the addition of the pool turn or turns.

(17)(a) Conductors and brakemen in assigned service losing assignment through reduction in force or through no fault of their own, shall be

assigned to run or vacancy of their choice held by a junior conductor or brakeman, subject to provisions of Section (d) of this rule and Rule 92(18). When assignments are re-bulletined in accordance with the provisions of Rule 93(e), conductor or brakeman affected may fill such positions during period of bulletin in accordance with their seniority.

(b) Conductor or brakeman returning from leave of absence may exercise seniority on assignments bulletined during such absence.

Note: See Appendix "A" - Item 44(f).

(c) A conductor or brakeman loses his assignment or pool freight position when a senior conductor or brakeman makes application for the run.

(d)(1) When there is more than one junior conductor on assignment or run a conductor selects, and no difference in terminals or layovers, he will displace the junior conductor.

(2) Freight conductors displaced under the provisions of this rule returning to pool freight service will displace the junior conductor in such service.

(e)(1) When there is more than one junior brakeman on assignment or run operating out of a terminal where an extra board is maintained, and no difference in terminals or layovers, brakeman shall displace any junior brakeman on the assignment or run selected.

(2) When there is more than one junior brakeman on assignment or run operating out of an outlying terminal where no extra board is maintained, and no difference in terminals or layovers, brakeman shall displace the junior brakeman on the assignment or run selected.

(3) Where assignments exist at outlying points such as beet runs, the brakeman may displace the junior brakeman on any individual run.

(4) A junior brakeman displaced through application of this rule and making displacements in assigned service will be governed by the above paragraphs, whichever applicable.

(18) Conductors and brakemen displaced from assigned runs which are in effect less than ninety days, and conductor or brakeman dismissed from service and subsequently reinstated, will, seniority permitting, return to their former assignment, crew or position. If unable to return to their former assignment, crew or position, they may exercise seniority. Conductors and brakemen displaced under provisions of this rule, will, seniority permitting, return to former assignment, crew or position. If unable to return to former assignment, crew or position, they may exercise seniority.

(19) Brakemen in pool freight service losing position through reduction in crews or through no fault of their own, will displace any junior brakeman in pool freight service, but shall not displace a junior conductor or brakeman in assigned service, unless there is no junior brakeman in pool freight service. Displacements shall be made at home terminal.

Note: See Appendix "A" - Items 92(e) and 92(f).

(20)(a) When a conductor loses his right to hold a turn in pool freight service as conductor through reduction in force or through no fault of his own, he shall be assigned to a run or vacancy of his choice in accordance with his seniority.

(b) A conductor in assigned service who cannot hold a pool turn as a conductor or who cannot hold a pool turn as a brakeman will be permitted to return to pool freight service as a brakeman at the time pool crews are added or when permanent vacancies occur in the pool. He will also be permitted to bid in vacancies under bulletin for brakemen in assigned service in accordance with the provisions of Rule 93(b).

(c) A conductor cannot exercise his seniority to temporary vacancies as brakemen in any class of service when he is holding a position of conductor, temporary or permanent.

(21) Conductors and brakemen laid off in reduction in force will retain and accumulate seniority and will be returned to service in the

order of their seniority provided they keep the Superintendent advised of their current address. Failing to return to service within 30 days after being notified by mail or telegram sent to the last address given, they will be considered out of the service and forfeit seniority unless granted leave of absence in accordance with Rule 88.

Note: See Appendix "A" - Items 92 and 92(a) through 92(a-13).

(22) Senior head end brakemen in pool freight service having application on file for rear end position will be assigned to such position when crews are added to the pool or when rear end vacancy in such service otherwise occurs.

Note: See Appendix "A" - Items 92(g), 92(h) and 92(i).

(23) Any freight conductor who refuses to accept a regular pool assignment in freight service in preference to extra freight service when his seniority entitles him to the same; or who refuses to accept an assignment as extra passenger conductor upon his seniority rights; or any extra passenger conductor who refuses to accept a regular assignment in passenger service upon his seniority rights, shall surrender his seniority rights to the conductor accepting such service.

Note: This rule not to apply on the St. Joseph and Grand Island Subdivisions.

Note: See Appendix "A" - Items 43(d-4), 92(j), 92(k), 92(k-1), 92(L) and 92(m).

Note: This rule not to apply on the 7th Seniority District. See Appendix "A" - Items 92(r) and 92(r-1).

(24) Brakemen will not be permitted to remain on freight extra board when their seniority entitles them to hold a regular position in pool freight service.

Note: This rule not to apply on the St. Joseph and Grand Island Subdivisions.

Note: See Appendix "A" - Items 45 and 92(n).

Note: This rule not to apply on the 7th Seniority District. See Appendix "A" - Items 92(r) and 92(r-1).

(25) The Provisions of This Section (25) Apply to Trainmen on the Fourth Subdivision, Ogden-Green River, in Lieu of Rule 18, 92(23), 92(24).

(a) Conductors and brakemen may exercise their seniority rights from one class of train service to another, as provided in schedule rules or when pool freight crews are added.

(b) Brakemen will not be permitted to remain on the brakemen's extra board when their seniority entitles them to hold a regular position in pool freight service.

(c) The senior available pool freight conductor will be required to do the extra passenger work unless an extra conductor senior to the pool conductor holding an assigned run as a brakeman is available and has signified in writing his desire to be called for extra passenger conductor's work. The written notice shall remain in effect until terminated in writing and in no case can a change be made for less than a 30-day period. Extra conductor will fill vacancy in position of conductor on his own assignment, seniority permitting.

When no employe as stated above with uniform is available, senior available assigned freight conductor having uniform will be used.

(d) Temporary vacancies in assigned passenger service of six days or more duration will be filled by senior conductor or brakeman having uniform who makes written application for such vacancies and conductor or brakeman so assigned will remain on the vacancy until displaced by a senior conductor or brakeman or the regularly assigned conductor or brakeman returns to service, except that conductors and brakemen filling such vacancies may make written applications for other temporary vacancies of six days or more duration in assigned passenger service. Conductor or brakeman moving from one temporary vacancy to another temporary vacancy in assigned passenger

service as contemplated in this rule will not be permitted to return to any temporary vacancy held previously unless he has been displaced in accordance with schedule rules. In no event will a conductor or brakeman be allowed to move from a temporary vacancy on one crew to a temporary vacancy on another crew of the same assignment unless he has been displaced in accordance with schedule rules.

(e) Freight conductors used to fill vacancies of less than ten days as passenger conductors, will receive standard passenger rate of pay but not less than they would have earned had they remained on their freight assignment.

(f) Extra passenger conductors who lay off of their own accord or who cannot be located at calling time will be held off for 24 hours or until the turn called for returns to home terminals. It is understood that this provision does not estop the management from administering such discipline as it deems proper for missing a call.

(g) Employes who are required to deadhead because of direct or indirect application of this agreement will not be allowed deadhead miles.

(26) The Provisions Of This Section (26) Apply To Conductors and Brakemen On The Julesburg and Northern Districts, Former Colorado Division, in Lieu Of Rules 92(23) and 92(24). (a) Conductors and brakemen may exercise their seniority rights from one class of train service to another, as provided in schedule rules or when pool crews are added, except that conductors who are physically fit will not be permitted to work as brakemen when they can hold a regular position as conductor in pool freight or passenger service.

(b) Conductors will not be permitted to remain on extra board when their seniority entitles them to hold a regular position in pool freight or passenger service.

(c) Brakemen will not be permitted to remain on passenger extra board if they can hold a regular assignment in passenger service. Neither will they be permitted to remain on the freight

extra board if they can hold regular position in pool freight service.

Note: See Appendix "A" - Item 92(o).

(d) The senior available freight conductor will be required to do the extra passenger work, except that conductors on assigned freight runs who indicate, in writing, at time they are assigned to such runs, that they do not desire to be called for extra passenger service, will not be used if other conductors with uniform are available. Conductors on assigned freight runs who do not indicate, in writing, that they do not desire to be called for extra passenger service, as herein provided, will be required to accept call for extra passenger work regardless of their freight assignment.

Note: See Appendix "A" - Item 92(p).

(27) Bulletins--Denver, Julesburg and Northern Districts, Former Colorado Division. (a) When bulletins are posted for freight conductors on the Denver, Julesburg or Northern Districts, all conductors on the division seniority roster will be permitted to make application for such vacancies, with the understanding that applications from conductors who hold district rights on the district where the vacancy exists will be senior to other applicants.

(b) When written applications are not received for bulletined vacancy for freight conductors, the junior conductor of the division, who at that time is working as brakeman on the Denver, Julesburg or Northern Districts, will be assigned.

Junior promoted conductors working on Hugo or Ellis Districts or North Platte-Sterling pool at the time conductors are assigned to vacancies because of no applications being received will, when they return to work out of Denver, be required to place themselves on such assignments if still filled by senior conductors who were forced on the assignments. If more than one such forced assignment exists, the senior conductor will be displaced first.

(c) Vacancies for brakemen on the Denver, Julesburg and Northern Districts will be filled in the same manner as provided for in paragraphs (a) and (b) above.

(d) Brakemen working on the extra passenger board at Denver will not be required to fill bulletined vacancies as brakemen in freight service on their seniority district in event no applications are received.

(e) Deadheading incident to filling the assignment under bulletin will be compensated for in accordance with schedule provisions. No compensation will be allowed for deadheading incident to the application of this rule after the assignment has been filled under the rule, except that the conductor or brakeman holding the assignment at the time it is discontinued will be allowed deadhead mileage from the assignment.

(28) Extra Boards - Former Colorado Division. Extra brakemen will be given choice of extra boards in accordance with their seniority, and may transfer from one board to another, but must remain on board on which working until they can be relieved. Brakemen desiring to transfer to another board will make application to do so, and will be relieved as promptly as possible.

It is further agreed that the application of this agreement will not operate to penalize the company in any way. Where payment for deadheading is required under the schedule rules, such payment will be limited to deadheading on the district where the service is required.

Note: See Appendix "A" - Item 92(p).

(29) Establishment of 13th Seniority District.
(a) Effective October 1, 1976, a new seniority district will be established for conductors, brakemen and yardmen to be identified as follows:

13th Seniority District. East Switch, Point of Rocks, to and including West Switch, Granger, and all yards and branches within this territory.

(b) Conductors and brakemen holding a seniority date as conductor or brakeman on or

before September 30, 1976 on the 7th or 8th Seniority District will retain all rights to assignments operating exclusively within territorial limits of the 7th or 8th District and will be granted rights on the 13th Seniority District. Yardmen holding a seniority date as such on or before September 30, 1976 on the Wyoming Division Seniority District will retain all rights to yard service within the territorial limits of the Wyoming Division District and will be granted rights in the yards of the 13th District. Employees acquiring seniority as brakeman on the 7th or 8th District and/or as yardman on the Wyoming Division District on or after October 1, 1976 will hold no rights to service in the 13th District. Employees acquiring seniority as yardman-brakeman on the 13th District on or after October 1, 1976 will hold road and yard rights on the 13th District only.

(c) Road service in the territory described in Section (a) above may be handled by Combination Road and Yard Switchers under the provisions of Rule 58 of the Rules Agreement.

(d) A Common extra board will be maintained at Green River to handle extra and unassigned road and yard work of the 13th District.

(e) Except as otherwise provided in this agreement, 13th District employees will handle road and yard service in the territory described in (a) above.

(f) 13th District employees will man short turnaround service which is called to operate exclusively within the 13th District.

(g) Work trains and locals operating exclusively within 13th District territory will be manned by 13th District employees. Work trains operating both inside and outside this territory will be manned by 7th or 8th District trainmen, except that when work trains originate or operate more than four (4) miles within the territory identified as the 13th District, such work trains will be manned by 13th District employees while so operating. 7th or 8th District trainmen required to perform work train service which originates or operates more than four (4) miles within this territory will be allowed a penalty of 100 miles.

Yard service within the territorial limits of the 13th District will be manned by 13th District yardmen.

(h) Dogcatching of trains manned by 13th District employes will be handled by 13th District employes. Dogcatching of trains manned by 7th or 8th District trainmen dying in the territory described in (a) above will also be handled by 13th District employes. If 7th or 8th District trainmen are used to dogcatch 7th or 8th District trains dying in the territory described in (a) above, they will be allowed a penalty of 50 miles.

(i) The following is added to Rule 32(c) of the Roadmen's Rules Agreement and Rule 32(a) of the Yardmen's Rules Agreement:

13th District road crews may make one pick up and one set out, or two pick ups or two set outs in the Green River and/or Rock Springs yards. 13th District road crews may make two spots of revenue cars from their train in the Green River and/or Rock Springs yards. 13th District road crews may spot non-revenue cars from their train in the Green River and/or Rock Springs yards; however, these spots of non-revenue cars cannot exceed a total of five in any calendar month.

13th District road crews may place one car or one cut of cars from their train into a waiting train at Green River or Rock Springs in order to avoid delay to such waiting train. However, if the waiting train is manned by an interdivisional crew operating through Green River or Rock Springs the interdivisional crew on the waiting train will be allowed actual time consumed in the placement of the car or cut of cars by the 13th District road crew at the pro rata rate of pay with a minimum allowance of one hour.

(j) 7th or 8th District trainmen destined Green River who die under the law enroute Green River between Point of Rocks and Granger will be deadheaded no later than on the first following train moving to Green River and if not so deadheaded will be allowed a penalty of fifty (50) miles for each train not deadheaded on.

(k) There will be no restriction in the number of pick ups and set outs that can be made by 7th or 8th District trainmen in the road territory described in (a) above. In consideration of this, the following will apply to 7th and 8th District trainmen:

Paragraph (a) of Part III "Rule Changes" of the UTU(C)&(T) Interdivisional Runs Agreement dated May 22, 1972 modifying paragraph (a) of Rule 29 "Overtime" of the Rules Agreement.

(l) 8th District trainmen will be allowed a minimum allowance of the actual miles of a turn-around trip Salt Lake or Ogden to Green River and return if they go beyond Evanston on the eastbound trip. 7th District trainmen will be allowed a minimum allowance of the actual miles of a turn-around trip Rawlins to Green River and return if they go beyond Point of Rocks on the westbound trip.

(m) 7th District trainmen who are in service on September 30, 1976 will be allowed basic rate for actual road miles run. 7th District trainmen hired on or after October 1, 1976 will be allowed actual miles run with the first 100 miles run paid for at the basic rate of pay and all miles run over 100 miles paid for at the mileage rate of pay. 8th District trainmen who are in service on September 30, 1976 will be allowed basic rate for 200 road miles when making a terminal to terminal trip between Ogden and Green River. 8th District trainmen hired on or after October 1, 1976 will be allowed actual miles run with the first 100 miles run paid for at the basic rate of pay and all miles run over 100 miles paid for at the mileage rate of pay.

(n) For one year beginning October 1, 1976 employees on the 8th District who would otherwise be furloughed must exercise their seniority to the 13th District. Failing to exercise their seniority they will forfeit their protection under Section 15 hereof for the period of time which they fail to exercise such seniority.

(o)(1) Employees in District 7 or 8 with a seniority date prior to June 1, 1976 who become furloughed after October 1, 1976 will be protected

at an amount equivalent to 3800 miles per month at the through freight basic rate of pay for a period of six years from October 1, 1976. Employees in District 7 or 8 with a seniority date of June 1, 1976 or later who become furloughed after October 1, 1976 will also be protected at an amount equivalent to 3800 miles for a period no longer than the length of their seniority as of October 1, 1976.

(2) Yardmen with road rights in the 8th District who are in service on September 30, 1976 will not be required to exercise their yard seniority to any yard east of Rock Springs, Wyoming in order to keep from becoming a furloughed employe under paragraph (1) of this (o).

(p) An employe assigned to the 13th District extra board will be entitled to his pro rated portion of a monthly guarantee of 3000 miles at the yard helper rate of pay for each full calendar day on which he protects or is available on such extra board. The Company will regulate the extra board.

(q)(1) Effective October 1, 1976 a 7th or 8th District employe who is not assigned to the 13th District who is required by the Company to perform service on the 13th District, except making pick-ups and/or set outs, and except as otherwise provided in this agreement, will be allowed a penalty of 100 miles; a Wyoming Division yardman who is not assigned to the 13th District who is required by the Company to perform service on the 13th District, except as otherwise provided in this agreement, will also be allowed a penalty of 100 miles for each calendar day so held.

(2) 7th or 8th District trainmen and Wyoming Division yardmen who are required to perform service on the 13th District under the provisions of paragraph (1) of this (q) will be furnished lodging and will be allowed meal allowances.

(3) Employes holding a seniority date on the 8th District prior to October 1, 1976 who do not maintain a residence at Green River or Rock Springs and who are working at Green River or Rock Springs pursuant to Section 14 of this agreement will be

furnished lodging for a period no longer than one year from October 1, 1976.

Note: See Appendix "A" - Items 92(q), 92(q-1), 92(q-2), 92(q-3) and 92(q-4).

Note: See Appendix "A" - Items 92(r) and 92(r-1).

Note for Entire Rule: See Appendix "A" - Items 92(s) and 92(t), Brakeman Used Off Assignment Agreement and Conductor Used Off Assignment Agreement.