ITEM ‑ 58(b)

October 26, 1962

 This has reference to your letter of October 11, 1962 submitting docket of time claims which were reviewed with you in conference on October 24, 1962, and with particular reference to claim for road switcher rate for brakemen assigned to Ogden switcher retroactive to October 1, 1961.

 As a basis for this claim, you cite Section 2(c) of the Agreement dated June 2, 1958 in con­nection with Union Pacific acquiring a portion of the Bamburger Railroad Company, and the Agreement dated September 7, 1961, modifying Rule 58, "Combination Switch and Road Service" of the cur\_ rent schedule.

 When the agreement dated September 7, 1961, effective October 1, 1961, modifying Rule 58 was negotiated, it was not definitely determined whether the Ogden Switcher was to be included in view of the agreement of June 2, 1958 providing for yard rates of pay when that switcher worked only 5 days per week, and local rates when it worked 6 or 7 days per week.

You contend, however, that it was definitely understood that the rates provided for in Modified Rule 58 would apply to all brakemen assigned under that rule, including the Ogden switcher.

 The crew on the Ogden Switcher apparently did not consider they came under the provisions of the September 7, 1961 Agreement modifying Rule 58 as they submitted no claims under that agreement. Prior to June 1, 1962, they merely claimed local switcher rate, and subsequent to that date, they merely claimed time under Rule 58. They have been allowed the local rate of pay as they were assigned 6 days per week. It was not until Local Chairman Tyree's letter of July 5, 1962 to the Head Time­keeper that any mention was made of the rate of pay as provided for in the September 7, l96l Agree­ment.

 I am agreeable, however, to considering that the Ogden Switcher is within the scope of Rule 58 as modified by the Agreement dated September 7, 1961, and to allowing the brakemen on that switcher the rate of pay as provided for therein, retroactive to April l, l962.

 This wil1 constitute full and final settlement of the claims presented in your letter of September l3, 1962.