

In the Matter of Arbitration)
Between)
UNION PACIFIC RAILROAD COMPANY)
and)
MISSOURI PACIFIC RAILROAD COMPANY)
vs.)
UNITED TRANSPORTATION UNION (C)&(T))
_____)

Finance Docket 30,000

OPINION AND AWARD

Background

This is an arbitration proceeding pursuant to the provisions of the New York Dock Labor Protective Conditions (under Article I, Section 4), imposed by the Interstate Commerce Commission (ICC) in Finance Docket Number 30,000.

Hearing was held at Chicago, Illinois on August 1, 1983, at which time oral argument was heard and written submissions were exchanged and made part of the record. Carriers were represented at the hearing by O. B. Sayers, E. E. Margason and C. C. Courtway (MP) and R. D. Meredith and R. S. Ziola (UP). The UTU was represented by Vice Presidents H. G. Kenyon and J. L. Thornton, General Chairmen F. A. Garges (UP) and I. Newcomb (MP) and Vice General Chairmen D. K. Roe (UP) and K. R. Guethle (MP).

Statement of the Case

On October 20, 1982, the ICC approved the consolidation of the Union Pacific (UP), Missouri Pacific (MP) and Western Pacific (WP) Railroads and held the New York Dock conditions would apply.

Article I, Section 4 of the New York Dock conditions requires that subsequent to Carriers serving a 90-day notice of an intended transaction, the parties endeavor to negotiate an implementing agreement under which the employees will work after the implementation of the transaction.

In this particular case, the required notice was served on March 18, 1983. General Chairmen Garges and Newcomb were advised of the following desire of the Carriers:

"The Kansas City Terminals of UP and MP will become a single, combined and coordinated terminal operation controlled by MP with all work performed under the applicable MP schedule rules.

"The present MP and UP Yards in Kansas City will be used to the extent necessary and for the purposes needed to achieve maximum efficiency and flexibility in the operation of the coordinated terminal.

"Trains originating and terminating at Kansas City may operate into and/or out of any yard in the coordinated terminal. Initially, eastbound and southbound trains shall, for the most part, operate out of Neff Yard. Initially, westbound and northbound trains shall primarily operate out of 18th Street Yard. Run through trains may use any yard in the coordinated terminal."

The parties met on several occasions in an effort to reach an agreement. These negotiations identified three separate documents upon which the parties needed to reach agreement if the Kansas City Terminal negotiations were to be successfully concluded. These documents were a basic implementing agreement, questions and answers interpreting the application of the New York Dock conditions and a separate collective bargaining agreement covering the consolidated Kansas City Terminal.

During these negotiations, the parties were able to reach agreement on some provisions to be included in each document. However, the parties were unable to reach agreement on all provisions for all three documents. The Carriers then advised the Organization they were invoking arbitration pursuant to Article I, Section 4 of the New York Dock conditions.

Issues To Be Resolved

The parties are in agreement that this Arbitrator is to issue an award which will provide for a fair and equitable method of combining UP and MP work in the Kansas City Terminal and that the appropriate procedure to accomplish this is by following the three-document concept, i.e., this Arbitrator will prepare a basic implementing agreement,

questions and answers interpreting New York Dock conditions and a separate collective bargaining agreement covering the consolidated Kansas City Terminal.

Findings and Conclusions

After careful examination of the written submissions of both parties and a review of the arguments presented at the hearing, this Arbitrator has promulgated an Award which includes the three separate documents described above. Those documents are identified as follows:

- (1) Basic Implementing Agreement - Pages 1-7
- (2) Terminal Collective Bargaining Agreement - Pages 8-24

Other Attachments - Pages 25-37

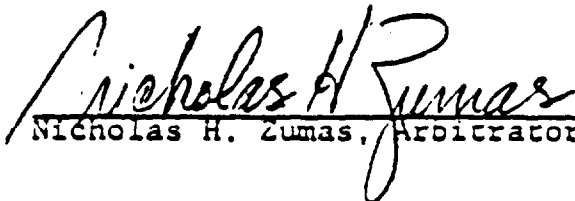
- (3) Questions and Answers - Pages 38-44

The "Other Attachments" are the allocation formula for regular assignments and a copy of the New York Dock conditions.

This Arbitrator is satisfied, having considered all the circumstances and able arguments of both parties, that the attached Award fairly and equitably provides an appropriate basis for the selection and assignment of forces made necessary by the consolidation of the Kansas City Terminal.

Award

The parties are directed and ordered to
adopt and implement the attached implementing
agreement.



Nicholas H. Zumas, Arbitrator

Date: Sept. 9, 1983

A G R E E M E N T
between
UNION PACIFIC RAILROAD COMPANY
MISSOURI PACIFIC RAILROAD COMPANY
and
UNITED TRANSPORTATION UNION (C)&(T)

The Interstate Commerce Commission (ICC) approved, in Finance Docket No. 30,000 and selected Subdockets 1-6, the merger of Union Pacific Railroad Company (UP), Missouri Pacific Railroad Company (MP) and Western Pacific Railroad Company (WP), effective December 22, 1982. The ICC, in its approval of the aforesaid Finance Docket, has imposed the employe protective conditions set forth in New York Dock Ry. - Control - Brooklyn Eastern District Terminal.

Therefore, to effect the consolidation and coordination of the Kansas City Terminal, to ensure the Carriers achieve maximum efficiency in the terminal operations and to ensure the affected employes receive the protection benefits provided for,

IT IS AGREED:

ARTICLE I - PURPOSE:

(a) Effective on or after September 1, 1983, (1) all UP yardman functions now being performed at Kansas City and (2) all MP yardman functions now being performed at Kansas City, will be consolidated into a single combined terminal controlled by MP with all work being performed under the collective bargaining agreement identified as Attachment "A".

(b) As set forth in the preamble of the collective bargaining agreement identified as Attachment "A", items not specifically covered in Attachment "A" shall be governed by and be subject to the Agreement between MP and the UTU which governed MP operations at Kansas City.

ARTICLE II - SENIORITY:

(a)(1) On the effective date of the consolidation provided herein, a list shall be prepared showing the names and seniority dates of all employes appearing on the applicable UP and MP seniority rosters (the rosters covering the work functions identified in Article I). Employes included on this list shall be regarded as prior rights employes.

(a)(2) Whenever prior rights UP employes work in the consolidated Kansas City Terminal, they will be regarded as MP employes.

(a)(3) UP employes on the Consolidated Yardman/Brakeman (Kansas Division and Road District No. 9) Seniority Roster on the effective date of this Agreement shall retain all seniority rights on that Seniority Roster, but will acquire no seniority rights on the MP Omaha Subdivision, Northern Division Consolidated Seniority Roster.

(a)(4) MP employes on the Omaha Subdivision, Northern Division Consolidated Seniority Roster on the effective date of this Agreement shall retain all rights on that Seniority Roster, but will acquire no seniority rights on the UP Consolidated Yardman/Brakeman (Kansas Division and Road District No. 9) Seniority Roster.

(b)(1) Regular and extra assignments in the consolidated Terminal shall be allocated between UP and MP on a 35% (UP) and 65% (MP) basis. The allocation of jobs between UP and MP flowing from this percentage division is set forth on Attachment "B".

(b)(2) Each regular assignment working in the Kansas City Terminal shall be designated as either a UP or a MP assignment in accordance with the allocation formula set forth in Attachment "B". The designation of assignments shall be done by the appropriate local chairmen and the designated terminal officer.

(b)(3) Each regular assignment, whether UP or MP designation, may work anywhere within the consolidated Terminal in accordance with applicable rules.

(b)(4) In the application of Sections 1 and 2 of Article XI of the August 25, 1978 UTU National Agreement, either UP or MP designated yard assignments within the consolidated Kansas City Terminal may be used to meet customer service requirements or to handle disabled trains and trains tied-up under the Hours of Service Act regardless of where the customer is located or which Carrier's road crew manned the train.

(c)(1) There shall be a common rotary extra board protecting both designated UP and designated MP regular assignments. The total number of employes to be maintained on the common consolidated terminal extra board shall be determined by the procedure set forth in the applicable collective bargaining agreement. The respective number of UP and MP employes on the extra board shall be based on the allocation percentage set forth in (b)(1), above. Extra board employes may work either UP or MP designated assignments without restriction.

(c)(2) Should the extra board become exhausted and it is necessary to call additional yardmen, a designated UP vacancy shall be filled by a prior rights UP employe and a

designated MP vacancy shall be filled by a MP employe. The respective UP and MP vacancies shall be filled in accordance with the applicable UP or MP rules and practices.

(d)(1) It is understood that UP employes on the Consolidated Yardman/Brakeman (Kansas Division and Road District No. 9) Seniority Roster on the effective date of this Agreement shall retain seniority rights to the designated UP assignments in the consolidated Kansas City Terminal. Employes hired by UP after the effective date of this Agreement shall have no seniority rights to work in the consolidated Kansas City Terminal.

(d)(2) Should a UP designated assignment in the Kansas City Terminal go "no bid", the assignment shall be filled by MP employes in accordance with the applicable collective bargaining agreement.

(d)(3) Should a MP designated assignment in the Kansas City Terminal go "no bid" by a prior rights MP employe, the assignment may be filled by a prior rights UP employe ahead of a non-prior rights MP employe.

(e) The rights to preference of work and promotion will be governed by seniority in the service, the yardman oldest in the service will be given preference if competent, but if considered not competent, he will be advised in writing.

NOTE: The phrase "preference of work and promotion" refers to the exercise of seniority and not to the daily preference system in effect prior to the implementation of the Consolidated Terminal Agreement at Kansas City.

ARTICLE III - INITIAL BULLETINS:

In order to accomplish the initial assignment of the employes holding seniority in the new consolidated terminal, there will be an advertisement and assignment of all assignments in the Kansas City Terminal in such a manner so that the effective date of the assignments will be simultaneous with the effective date of the consolidation herein provided. (All prior rights employes may bid for the positions advertised in accordance with the seniority rights granted herein.)

ARTICLE IV - QUALIFICATIONS:

(a) Any employe involved in the consolidation herein provided, whose new assignment requires performance of duties on a geographic territory not familiar to him, will

be given full cooperation, assistance and guidance in order that the employe's qualifications therefor shall be accomplished as quickly as possible.

(b) An employe whose new assignment requires performance of duties on a geographic territory not familiar to him will not suffer any loss of compensation while qualifying for such territory.

ARTICLE V - SERVICE CREDIT:

UP employes working in the Kansas City Terminal pursuant to this Agreement will be treated for agreement purposes as though their service on UP had been performed on MP.

ARTICLE VI - SWITCHING LIMITS AND ARRIVAL/DEPARTURE POINTS:

(a) The switching limits for the consolidated Kansas City Terminal shall be:

Kansas City

Union Pacific (West)	M.P. 6.59
Missouri Pacific (South)	M.P. 284.22
Missouri Pacific (East)	M.P. 276.32
Missouri Pacific (North)	M.P. 288.37

(b) The designated arrival and departure points for MP and UP road crews set forth in the applicable MP and UP Schedule Agreements shall remain unchanged.

ARTICLE VII - ROAD TRAIN OPERATIONS:

(a) Road employes of either UP or MP may be required to perform service throughout the consolidated Terminal in accordance with their applicable schedule agreements in the same manner as though the consolidated Terminal were a single terminal of the railroad.

(b) Initial terminal delay and final terminal delay rules set forth in the applicable MP and UP Schedule Agreements shall remain unchanged for MP and UP road crews operating into and out of the consolidated Kansas City Terminal.

ARTICLE VIII - TRAVEL ALLOWANCE:

(a) Should a prior rights UP employe report to work east of the river, or a prior rights MP employe report to

work west of the river, the employe will be compensated for twenty (20) round trip miles at the mileage rate based on the present Federal Travel Regulations (FTR) authorized mileage rate. The FTR rate will govern for future mileage rate increases or decreases.

(b) The travel allowance provided for in paragraph (a), above, shall apply for six years from the effective date of the consolidation provided herein.

ARTICLE IX - MEDICAL STANDARDS:

(a) Employes covered by this Agreement who meet the physical standards of their respective railroads will be considered qualified for service in the consolidated Kansas City Terminal. The employes' continuance in service will likewise be governed by the physical standards of their respective railroads.

(b) The UP and MP will make every effort to apply medical standards uniformly in the consolidated Terminal.

ARTICLE X - PROTECTION BENEFITS AND OBLIGATIONS:

General

(a) Employes directly affected by this transaction and consolidation will be subject to the protective benefits of the New York Dock conditions as prescribed by the Interstate Commerce Commission in Finance Docket No. 30,000. It is also understood there shall not be any duplication or compounding of benefits under this Agreement and/or any other agreement or protective arrangement. A copy of the New York Dock conditions is attached as Attachment "C".

(b) Should there be any conflict between this Article X and the New York Dock conditions as prescribed by the ICC in Finance Docket 30,000, the New York Dock conditions shall apply.

(c) Application of the New York Dock conditions shall be consistent with the Questions and Answers attached as Attachment "E".

Dismissed Employee

(c) Each "dismissed employe" shall provide the Carrier with the following information for the preceding month in which he is entitled to benefits no later than the tenth day of each month on a form provided by the Carrier:

- (1) The day(s) claimed by such employee under any unemployment insurance act.
- (2) The day(s) each such employee worked in other employment, the name and address of the employer and the gross earnings made by the "dismissed employee" in such other employment.

(d) In the event a "dismissed employee" is entitled to unemployment benefits under applicable law but forfeits such unemployment benefits under any unemployment insurance law because of failure to file for such unemployment benefits (unless prevented from doing so by sickness or other valid causes) for purposes of the application of Subsection (c) of Section 6 of Attachment "C", he shall be considered the same as if he had filed for, and received, such unemployment benefits.

(e) If the "dismissed employee" referred to herein has nothing to report under this Article account not being entitled to benefits under any unemployment insurance law and having no earnings from any other employment, such employee shall submit, within the time period provided for in Paragraph (c) of this Article X, the appropriate form stating "Nothing to Report".

(f) The failure of any "dismissed employee" referred to in this Article X to provide the information required in this Article X shall result in the withholding of all protective benefits during the month covered by such information pending Carrier's receipt of such information from the employee.

(g) The dismissal allowance shall cease prior to expiration of the employee's protective period in event of the employee's resignation, death, retirement, termination for justifiable cause, failure to return to service upon recall or failure to accept a position pursuant to Article I, Section 6(d) of Attachment "C".

Displaced Employee

(h) Each "displaced employee" shall provide the Carrier with the information requested on a form provided by the Carrier. The form shall be submitted no later than the tenth day of the month following the month for which benefits are claimed.

(i) The failure of any "displaced employee" referred to in this Article X to provide the information required in

this Article X shall result in the withholding of all protective benefits during the month covered by such information pending the Carrier's receipt of such information from the employee.

Form

(j) A copy of the "Monthly Claim Form" to be used by both "dismissed" and "displaced" employees is attached as Attachment "D".

ARTICLE XI - SAVINGS CLAUSES:

(a)(1) Where the rules of the MP/UTU Schedule Agreement conflict with this Agreement or with the collective bargaining agreement identified as Attachment "A", this Agreement and Attachment "A" shall apply.

(a)(2) In connection with Paragraph (a)(1), above, and as set forth in Paragraph (b) of Article II and in the preamble of the collective bargaining agreement identified as Attachment "A", those items not specifically covered in this Agreement nor in Attachment "A" shall be governed by and be subject to the agreement between MP and the UTU which governed MP operations at Kansas City.

(b) Should any error or omission concerning the list described in Article II, Section (a)(1) be discovered, the parties will make the necessary correction without penalty to either party.

(c) The negotiations which led to this Agreement and this Agreement are independent from any other negotiations and shall not be cited by either party in any future negotiations.

(d) The parties realize that much of the impact of the transaction set forth in Article I, above, cannot be foreseen. Therefore, the parties agree that the Director Labor Relations-UP Eastern District, Assistant Vice President Labor Relations-MP, UP UTU General Chairman and MP UTU General Chairman will meet once a year, or more often if requested, to discuss any problems which may have arisen in the application of this Agreement or the collective bargaining agreement identified as Attachment "A".

A G R E E M E N T
between
UNION PACIFIC RAILROAD COMPANY
MISSOURI PACIFIC RAILROAD COMPANY
and
UNITED TRANSPORTATION UNION (C)&(T)

It is agreed this collective bargaining agreement will govern the rates of pay and working conditions of yardmen in the operation of the consolidated Kansas City Terminal. Any subject not covered by this Agreement or the basic implementing agreement shall be governed by the Schedule Agreement between MP and the UTU(C)&(T).

Rule 1. Representation. (a) The General Committees of Adjustment, United Transportation Union C, T and Y, will represent all yardmen in the making of contracts, rates, rules, working agreements and interpretations thereof.

(b) The right to represent yardmen in making and interpreting agreements, rules, rates of pay, and in handling seniority for yardmen shall be vested in the regularly constituted committee representing yardmen working in the Consolidated Kansas City Terminal. This, however, does not abridge the right of any yardman to take a personal grievance with the officials of the Railroad, either by a personal representative or through the Committee of the Organization with which it is affiliated.

(c) Adjustments by the Railroad of personal grievances in such cases must be made in accordance with applicable rules and practices of the yardmen's schedule.

Rule 2. Basic Day. (a) Eight (8) hours or less shall constitute a day's work, except as indicated in Paragraph (b), below.

(b) Relief by Request. Yardmen relieved at their request before the end of their tour of duty will be paid for actual time worked.

(c) Irregular Service. Where regularly assigned to perform service within switching limits, yardmen 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.

NOTE: The minimum hour referred to in Paragraph (c) allows crew one hour for each time used in road service.

(d) The above rule does not apply at points where special agreements exist covering switching industries at outlying points, pushing trains out of yards, etc.

Rule 3. Overtime. Any overtime worked by a designated MP assignment shall be governed by applicable MP schedule rules. Any overtime worked by a designated UP assignment shall be governed by applicable UP schedule rules so long as UP prior rights employees work the assignment. Any designated UP assignment worked by a MP crew will be governed by applicable MP schedule rules.

Rule 4. Consist of Crews. The MP Crew Consist Agreement dated March 17, 1980 shall apply to designated MP assignments. When a crew consist agreement is made for the Union Pacific-Eastern District, that agreement will apply to designated UP assignments so long as UP prior rights employees work the assignment. Any designated UP assignment worked by a MP crew will be governed by the MP Crew Consist Agreement.

Rule 5. Point for Going On and Off Duty. Yard crews shall have a designated point for going on duty and a designated point for going off duty. Yard crews' pay shall continue until they tie up at the point where they started to work. All members of the crew to go on duty and be relieved at the same time.

Rule 6. Starting Time. Paragraphs (A)-(G) of Article 9 of the MP Schedule Agreement (pages 311-312) shall apply to all assignments working in the Consolidated Terminal.

NOTE: See Attachment "1" concerning the application of the MP job assignment agreement.

Rule 7. Extra Boards. The applicable collective bargaining agreement referred to in Paragraph (c)(1) of Article II of the basic implementing agreement shall be the Attachment "A" of the MP Schedule Agreement (pages 325-330). A copy of Attachment "A" is attached as Attachment "2".

Rule 8. Attending Court. (a) Yardmen, regular and extra, attending court or inquests, under instructions from the Carrier, will be allowed the same compensation they would have earned, plus necessary expenses, but in no case will less than a minimum day's pay be allowed for court attendance.

(b) Yardmen required to make deadhead trips to attend court or inquest, under instructions from the Railroad will be allowed expenses, when receipts are turned in to the Company.

(c) Yardmen who are specifically ordered by the Carrier to report to attorneys to give depositions, to claim agents to make statements, or to Company officers to make injury reports at a time when they are off duty, shall be paid for all time held to make such depositions, statements, or injury reports after the time ordered to report on a minute basis with a minimum of two (2) hours at the pro rata rate. Regular assigned men shall be paid at the rate of their regular assignment. Extra yardmen shall be paid at the helper rate.

(d) Regular assigned men who lose time from their assignment will be paid for actual earnings lost and the payment provided for in Paragraph (c) does not apply. Extra men who lose their turn on the extra board and who do not get out on the calendar day will be paid a minimum day at yard helper rate and the payment provided for in Paragraph (c), above, does not apply.

(e) When the Railroad requires that official papers shall be certified by a notary public or other court officer it shall pay the fee assessed by such officer.

Rule 9. Leave of Absence. (a) When yardmen are permitted to lay off they must not be absent in excess of 30 days without a written leave of absence, except in cases of sickness or injury.

NOTE: It is understood that in case of illness or injury a leave of absence is not required; however, if requested by the Carrier in writing, with a copy to the local chairman, yardmen must furnish documentation from their physician(s) giving specifics of the illness or injury and the expected duration of absence. If a dispute arises as to documentation, the seniority of the employe in question will not be terminated during the pendency of such dispute.

(b) When a yardman is off account vacation, leave of absence, sickness, etc., he must advise the proper party when he desires to again resume duty.

(c)(1) Yardmen may be granted a leave of absence, but not to exceed 90 days except in cases of sickness, injury, or committee work, unless approved by the superintendent and local chairman.

(c)(2) Yardmen promoted to positions with either Carrier or the UTU will retain and accumulate seniority, and no leave of absence will be required, so long as they occupy such position.

(d) Yardmen on leave of absence who fail, without reasonable excuse to report for duty at the expiration thereof, will be considered out of service pending formal investigation.

Rule 10. Work Train Service. Yardmen shall have the right to man all work train service operating exclusively within the recognized confines of yard or switching limits.

Rule 11. Movement Into and Out of Kansas City Terminal. Movement by prior rights UP employes and by MP employes into and out of the Kansas City Terminal (whether to or from a road or a yard job) shall be governed by the applicable rules of the respective UP and MP collective bargaining agreements.

Rule 12. Promotion to Engine Foreman. (a) Yardmen who have accumulated one year's seniority will be considered qualified engine foremen, unless in the opinion of the superintendent, they are not qualified, in which event they will be notified in writing, with a copy to the local chairman.

NOTE: It is understood the above will not restrict a qualified engine foreman with less than one year's seniority from working as engine foreman.

(b) Should any yardman disagree with the decision of the superintendent, as to his qualifications as an engine foreman, the dispute will then be considered jointly by the local chairman and the superintendent; if the parties fail to reach an agreement, the matter will be referred to the general chairman and the General Manager.

(c) Yardmen adjudged incompetent to perform the duties of a foreman will, upon request, be given a field test. If disqualified as foreman, he will be restricted to the classification of helper for a period of six (6) months before being eligible for another field test.

Rule 13. Called and Not Used. Extra yardmen reporting for duty after being called and not performing service will be allowed a minimum day's pay.

Rule 14. Shortages of Pay. When, through no fault of his own, a yardman's check is found to be \$50.00 or more short (for the pay period) of the proper allowance, a voucher, if requested, will be issued for the full amount of the shortage less applicable deductions.

Rule 15. Long Fieldmen. When, in the judgment of management, a long fieldman (car rider) is required, the

long fieldman will perform the duties of a yardman by assisting in yard work with any crew during his tour of duty within a designated area.

Rule 16. Discipline Procedure. (a) Investigations.

(1) Employees will not be disciplined nor have a notation made against their personal record without first being given a fair and impartial investigation. They may, however, be held out of service pending such investigation, but it is not intended that employees be held out of service for minor offenses.

(2) Prior to investigation, the employee will be given written notice of the specific charge(s) stating the time and place sufficiently in advance to afford him the opportunity to arrange for witnesses and for representation by a fellow employee or officer of the United Transportation Union.

(3) Employees will be notified of the charge(s) within ten (10) days from the time a Company officer authorized to order investigations has, or reasonably should have had, information of the incidents to be investigated. The investigation will be set within ten (10) days subsequent to the date of the charge(s). A decision will be rendered within ten (10) days following completion of the investigation. If not delivered on Company premises, the decision shall be sent by Certified U.S. Mail, return receipt requested, to the last known address. The postmark will determine the date the decision is rendered provided the employee produces the proper envelope.

(4) The accused and their representatives will be afforded the opportunity to examine and cross-examine all witnesses with authority equal to that of the interrogating officers, i.e., they will be allowed to ask any questions that are related to the matters under investigation.

(5) A transcript of the record of the proceedings at the investigation will be made and will be signed by each witness and representative. A copy thereof will be furnished promptly to the employees and their representatives.

(6) If discipline assessed against an employee is not sustained on appeal, his record will be cleared of the discipline. If suspended or dismissed, the employee will be reinstated to the service under applicable rules and compensated for wage loss suffered, if any.

(7) Nothing herein will abridge the right of the Carrier to reinstate with original seniority status an

employee who may have been dismissed for reasons other than prescribed in leave of absence rules, and in the Union Shop Agreement, if any. No employee who has been out of service for more than one year will be reinstated under this paragraph (7) without the concurrence of the General Chairman.

(8) Employees who are required by the Carrier to attend an investigation at a time when they are off duty will be paid for all time in attendance on a minute basis with a minimum of two (2) hours at the applicable pro rata rate of service last performed. Employees required to attend investigations at other than their home terminal will be paid deadhead under applicable rules and transportation. "Home terminal" as used in this paragraph means the point at which employees lay off and report for duty.

(9) Regular assigned employees who lose time from their assignment will be paid for actual earnings lost and the payment provided in Paragraph 8, first sentence, does not apply. Extra employees who lose their turn on the extra board and who do not get out on the calendar day involved will be paid a minimum day--yardman at helper rate, and road men at minimum through freight rate--and the payment provided for in Paragraph 8, first sentence, does not apply.

(10) No other payment shall be made other than as provided for in Paragraphs 8 and 9, and these payments will not be made if the employee is found to be at fault in the investigation.

(11) No payments are to be made to employees attending hearings in Union Shop cases.

(12) Letter of Understanding. This refers to our several conferences in connection with your letter of September 20, 1968, in which you stated your desire for a rule reading as follows:

"no employee represented by the Brotherhood of Railroad Trainmen shall be disciplined or discharged because such employee sustained personal injuries while on duty."

It was agreed in conference today that the Section 6 notice above referred to is withdrawn on the basis of the Carrier's assurance, which is hereby given, that it is not our intention to discipline any employee "because such employee sustained personal injuries while on duty." If charges lodged against certain employees in the past have been so worded as to leave the inference that an investigation was held "because an employee was injured," we will remedy this situation by wording the charges so that this inference cannot be drawn.

As explained to you in conference, there are times when personal injuries occur as a result of violation of safety and/or operating rules. In such cases there are times, of course, when investigations and discipline are necessary in connection with violation of rules, etc.

(b) Waiver of Hearing. A waiver of hearing is provided for after an occurrence which, in the judgment of the Carrier, warrants assessment of discipline, subject to the following provisions:

(1) The employee will be apprised in writing of the charges against him and the discipline proposed, by the Superintendent or his representative, by mail or in person. A copy of the notice shall be furnished the local chairman of the craft involved.

(i) When the notice is delivered to the employee by mail, the local chairman's copy will be mailed at the same time.

(ii) When the notice is delivered to the employee in person, the local chairman will be notified of the proposed discipline prior to or at time of delivery to the employee.

(2) The employee may waive the right to a hearing by accepting, in writing, the discipline proposed. A copy of the waiver will be retained by the employee and a signed copy will be placed on the employee's personal record. The discipline assessed shall not be subject to challenge thereafter.

(3) The employee will notify the Superintendent in writing within three (3) days after receipt of notice whether the proposed discipline is accepted or rejected.

(4) If the proposal is rejected, or if the employee fails to make an election, no discipline will be assessed without a hearing. If hearing is held and the employee is found guilty, the discipline assessed shall not exceed that originally proposed. The time limits set forth in this Rule 16 for convening a formal hearing will not be invoked.

(5) Hearing shall not be waived when the discipline to be assessed would result in dismissal or suspension of an indefinite duration.

(c) Appeals. (1) Appeal from the decision must be filed with the Superintendent in writing within thirty (30) days from date thereof. Final decision of Superintendent on