



UNITED TRANSPORTATION UNION

General Committee of Adjustment -Trainmen & Switchmen
Union Pacific Western Lines, CCT, ST&E and ABL&OT Railroads

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TO: ALL UP LOCAL CHAIRPERSONS ON THIS COMMITTEE

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SUBJECT: OFF ASSIGNMENT ALLOWANCES

For your information and guidance, we attach a handout outlining examples and methods of computing allowances under circumstances that arise where trainmen and switchmen are used off their regular assignment to supplant the extra board and work another assignment.

OFF ASSIGNMENT ALLOWANCES
UP WESTERN LINES TRAINMEN AND SWITCHMEN

Following are examples and methods of computing "off assignment" allowances where trainmen and switchmen are used to supplant the extra board and work off their regular assignment onto another assignment.

CONDUCTORS

1. **BRAKEMAN TO CONDUCTOR:**

An emergency conductor taken from his/her brakeman assignment and properly used as conductor under the provisions of Article 23, Section C. 4, should also be allowed compensation as set forth in Article 53, Sections A and D, Trainmen's Agreement.

2. **CONDUCTOR TO CONDUCTOR:**

An assigned conductor properly used off his/her assignment to fill a conductor vacancy should be allowed compensation as set forth in Article 53, Sections A and D, Trainmen's Agreement.

3. **CONDUCTOR TO BRAKEMAN:**

An assigned conductor used off his/her assignment to fill a brakeman vacancy should be allowed the earnings as brakeman at conductor rate of pay and in addition the earnings of his/her regular assignment.

4. **CONDUCTOR TO SWITCHMAN:**

An assigned conductor used off his/her assignment to fill a switchman vacancy should be allowed the earnings as switchman at conductor rate of pay and in addition the earnings of his/her regular assignment.

BRAKEMEN

1. **BRAKEMAN TO BRAKEMAN:**

An assigned brakeman properly used off his/her assignment in freight service under the provision of Article 53, Section B, Trainmen's Agreement, should be allowed the difference in earnings.

2. **BRAKEMAN TO SWITCHMAN:**

An assigned brakeman used off of his/her regular assignment in yard service under the provisions of GEN 154-18 should be allowed the difference in earnings.

REGULAR SWITCHMEN

1. **USED AHEAD OF SHIFT:**

Overtime rate if in advance of regular job on same calendar day, 2nd start in 24 hours, or excess 5 ST shifts. Also earnings of regular assignment, including arbitraries but not incidental overtime. See YDM 1-132 illustrated examples

2. **USED ON ANOTHER JOB SAME SHIFT RANGE:**

Overtime rate on job worked. Not entitled to earnings of his/her own assignment. If moved to another job after start time entitled to earnings of both assignments. See YDM 1-132 illustrated examples

3. **USED BEHIND SHIFT:** (example, used more than one consecutive day on third shift from regular daylight assignment.)

Earnings, exclusive of overtime for assigned job, and straight-time day for job worked, except if 2nd start in 24 hrs or excess 5 ST shifts, then overtime rate. See YDM 1-132 illustrated examples

Note: Regular assigned foremen used on another assignment are entitled to foreman rate.

4. **USED AS BRAKEMAN OR CONDUCTOR:**

A regular assigned switchman used off his/her assignment in road service is entitled to the earnings from his/her own assignment and is allowed yard rate of pay (either foreman or helper) on the road assignment.

GENERAL - Computation of Difference of Earnings

1. The period for computing difference in earnings in train service with exceptions in (a) and (b) below extends from the time the individual goes on duty at the home terminal (first service performed by him/her subsequent to the time both he/she and his/her assignment were at the home terminal together) until the time

the individual arrives back at the home terminal and his/her assignment is at the home terminal. In addition, difference in earnings computation ends the last day of each month, and a new cycle starts on the first day of the succeeding month, irrespective of whether it would have otherwise ceased on that date.

- (a) In cases where an individual's assignment does not work on the date such individual is initially used off his/her assignment for other service, his/her earnings that date cannot be used to compute difference in earnings.
 - (b) If an individual is used off his/her assignment in other service and is at the home terminal on a date on which he performs no service while his/her assignment performs service on that date, the earnings of his/her assignment that date cannot be used in computing difference in earnings.
- 2. In circumstances where a conductor or brakeman is available for his/her assignment and withheld therefrom for subsequent service, he/she is entitled to the entire earnings of his/her assignment in addition to his/her earnings in other service.
 - 3. Held Day - A trainman who is marked to his assignment at its home terminal but precluded from working the assignment because he/she is not rested, receives the earnings of his/her assignment.
 - 4. Waiting Day - A trainman who is used off his/her regular assignment in extra service and the individual is marked to the board at the home terminal awaiting his/her crew before his/her assignment goes on duty at an outside point, is allowed the earnings of his/her assignment exclusive of overtime.

NOTE: If a trainman reports for his/her regular assignment from lay off, personal leave, vacation, etc., and his/her regular assignment is not at its home terminal rested, he/she will not be considered as being taken from his assignment as outlined in Article 53, Section A, Trainmen's Agreement.

TEMPLATE FOR CLAIMING ARTICLE 53 OFF ASSIGNMENT

HELD DAY (CONDUCTOR)

1. I arrived at (home terminal) as Conductor on (run #) at (time, date). My regular assignment (run #) went on duty (home terminal) with Conductor (name) at (time, date). Claim entire earnings of my regular assignment account not rested.

WAITING DAY (CONDUCTOR)

2. I arrived at (home terminal) as Conductor on (run #) at (time, date). My regular assignment (run #) went on duty (away terminal) with Conductor (name) at (time, date). Claim earnings of my regular assignment account waiting day.

HELD DAY (BRAKEMAN)

3. I arrived at (home terminal) with Conductor on (run #) at (time, date). My regular assignment (run #) went on duty (home terminal) with Conductor (name) at (time, date). Claim entire earnings of my regular assignment account not rested.

WAITING DAY (BRAKEMAN)

4. I arrived at (home terminal) with Conductor on (run #) at (time, date). My regular assignment (run #) went on duty (away terminal) with Conductor (name) at (time, date). Claim earnings of my regular assignment account waiting day.

NO SERVICE THIS DATE (CONDUCTOR)

5. I arrived at (home terminal) as Conductor on (run #) at (time, date 08-15-03), service started (date 08-14-03) My regular assignment (run #) went on duty (away terminal) with Conductor (name) at (time, date 08-15-03). Claim entire earnings of my regular assignment account no service this date.

NO SERVICE THIS DATE (BRAKEMAN)

6. I arrived at (home terminal) with Conductor on (run #) at (time, date 08-15-03), service started (date 08-14-03) My regular assignment (run #) went on duty (away terminal) with Conductor (name) at (time, date 08-15-03). Claim entire earnings of my regular assignment account no service this date.

ARTICLE 53

ASSIGNED TRAINMEN PERFORMING EXTRA WORK

Section A. Trainmen assigned to regular runs will not be called upon to perform extra or other service if other trainmen entitled to the service are available. If called upon they will receive extra pay at regular rates for the class of service performed. If they fill positions of others who are absent from their assignments or crews, they will receive the same pay as the trainmen so relieved. A trainman taken from his regular assigned run (other than extra boards) for extra or other trainman service will be compensated for service performed under rules governing, but will not be paid less than he would have earned had he remained on his regular assigned run.

Section B. 1. (a) If a brakeman is not available on the brakemen's extra or emergency boards and a regularly assigned brakeman must be taken from his assignment for extra or other service, the senior available and qualified regularly assigned brakeman with home terminal at the location of the extra board which protects the service will be used—freight seniority to govern for work classifying as freight service and passenger seniority to govern for work classifying as passenger service.*

(b) On districts where two or more extra boards for brakemen protecting the same class of service are established, each extra board and the assignments protected by such board will be considered separately in applying the provisions of the preceding paragraph.

2. Extra brakemen who are filling vacancies on regular assignments, brakemen on "hold-down" positions on regular assignments, and brakemen who have displaced into bulletined vacancies on regular assignments, are in the status of regularly assigned brakemen in the application of this Section.

3. ~~Trainmen holding regular assignments as train baggagemen, if such assignments extend beyond the limits of established passenger districts over which trainmen on regular passenger assignments operate, will not be used under the provisions of paragraph 1, if it is known that they cannot perform the service, return to their home terminals, and be available under the applicable off-duty rules and the provisions of the Federal Hours of Service Act to work on their regular assignments without losing a day or trip thereon.*~~

4 (a) Regularly assigned brakemen who do not desire to be used for extra or other service as referred to in paragraph 1 must file written declaration with the Superintendent waiving their right to be used for such service for not less than six

months. At the expiration of such six months' period they may waive their right for the next succeeding six months in the same manner and so on.

~~(b) Brakemen who waive their right to perform extra or other service, referred to in the preceding paragraph, may waive their right for both passenger and freight service or for one class of service but not the other.*~~

~~(c) Brakemen who are assigned to brakemen's passenger extra boards may waive their right to be used for freight service under this Section.*~~

(d) If other brakemen entitled to the service are not available, brakemen who have waived their right to be used for extra or other service under paragraph 4 may be used in seniority order under the provisions of paragraph 1.

Section C. 1. In the absence of an available conductor on the freight conductors' extra list, or an available emergency conductor, making it necessary to use a regularly assigned conductor to fill a vacancy in assigned freight service, or as conductor in unassigned freight service, the senior available regularly assigned freight conductor with home terminal at the source of supply which protects the service will be used.

2. Regularly assigned freight conductors who do not desire to be used for service referred to in paragraph 1 must file written declaration with the Superintendent waiving their right to be used for such service for not less than six months. At the expiration of such six months' period they may waive their right for the next succeeding six months in the same manner and so on.

3. If other conductors entitled to the service are not available, conductors who have waived their rights to be used for the extra service described herein may be used in seniority order under the provisions of paragraph 1.

4. If an extra or emergency conductor is subject to the rest restrictions contained in Article 46, Section A, but has not had the eight (8) hours undisturbed time off duty at his home terminal but has sufficient time under the Hours of Service Act, and if no other extra or emergency conductor is available, such extra or emergency conductor, as the case may be, will be used for the extra service under Exception 1, Section A, Article 46, in lieu of using a regular assigned conductor for such service.

Section D. 1. If trainmen are held waiting for their own crews at the point where changes due to assignments, layoffs, and displacements are made pursuant to the provisions of Article 34, Section D, after having been taken off regular runs and sent out on special or other trains, they will be paid full compensation for such time as they are so held.

2. The Company reserves the right to deadhead men to their positions at the completion of the service for which they were withdrawn, or pay them while being held until their positions return.

Section E. 1. For the purpose of computing the difference in earnings when a regular assigned brakeman is used as an emergency conductor or off his assignment as an extra brakeman under this Article, the total earnings paid for such service as a conductor or brakeman, together with payments made for lost time waiting for his regular assigned run, will be balanced against the total that he would have earned had he remained on his assigned run and the difference, if any, will be allowed.

2. The cycle for computing difference in earnings extends from the time the trainman goes on duty at the home terminal (first service performed by him subsequent to the time both he and his assignment are at the home terminal together), until the time the trainman arrives back at the home terminal and his assignment is also at the home terminal. If his assignment does not commence service on the same calendar date that he was initially taken from his assignment, his earnings on that calendar date will not be used in computing difference in earnings. Checking periods will not extend beyond the last calendar day of each month. Checking periods will also cease if the trainman makes himself unavailable for service. In computing difference in earnings, extra service as an emergency conductor and as an extra brakeman will not be combined.

3. The foregoing will also apply to a brakeman holding a vacancy under bulletin or filling a "hold-down" position who is taken therefrom and used for such extra service. If a brakeman's right to hold a vacancy under bulletin or "hold-down" position expires during the period he is being used in conductor service, balance of earnings will not extend beyond the time his right to hold such vacancy or "hold-down" position expires.

Section F. The provisions of Section E, paragraphs 1 through 3 of this article, also will apply to regular assigned conductors or conductors assigned to extra boards who are taken therefrom and used under the provisions of Section A of this Article.

* - Strikeout used to those portions of the agreement applicable to passenger service.