

If all of the regular switchmen on a regular yard engine assignment are laying off, and none of the extra switchmen standing for service on that assignment are qualified to work as engine foreman, the senior qualified switchman working as helper on the same shift making request will be used as engine foreman, and the extra switchman called will work in his place.

The engine foreman's position on an extra yard engine assignment, work train or roadway machine will be filled by the senior switchman on the same shift who has indicated in writing to the individual handling the switchmen's board that he is willing to work as extra engine foreman. If such a switchman refuses a call to work as extra engine foreman, he will not again be called as extra engine foreman until he again makes written request for such service.

It is understood that service performed by regular switchmen under this Item(2) will not be considered as service performed on other than their regular assignment and unless otherwise provided for will be at the pro rata rate.

- (3) A regular switchman who starts his vacation will be marked off "On Vacation" and will not hold his regular position on the board, and his vacancy on each of his scheduled working days during the vacation period will be considered to be the vacancy left unfilled after all regular switchmen scheduled to work that day have placed themselves, and such vacancy left unfilled account of a regular switchman on vacation will be filled on the days of his work week from the extra board in turn. Regular switchmen returning from vacation will exercise seniority prior to recognized board marking time on the first day they are to work after their vacation or will work the available vacancy caused by their vacation.

Vacation will not constitute a permanent vacancy in application of this Agreement

Article II. Rates of Pay

As per Article II, Page 279 of the IGN Yard Agreement.

Special Agreement #20 -- New Orleans

Article I. Transportation

Carrier will provide transportation in the Yard.

Article II. Cabooses

Carrier is required by agreement to provide cabooses for transfer movement across river.

Note: See Settlement of IGN Claims, February 15, 1995, Page 320

Article III. Five Day Work Week

Implementing Agreement, Section (E), Item (5) is changed to read:

"When vacancies occur in 'days off' periods, such vacancies shall be bulletined at 12 Noon (except on Saturday, Sunday, and/or legal holidays) for seniority preference for a period of five (5) days by posting bulletin at each on duty location involved and the oldest switchman making application in writing will be assigned at 12 Noon on the fifth (5th) day (except on Saturday, Sunday and/or legal holidays), to be effective at recognized board marking time. Where more than one 'days off' vacancy is listed, switchmen bidding will state their preference. Pending expiration of the bulletin, vacancies on yard assignments as a result of such bulletining will be filled from the extra board. If no applications are

received, the junior extra switchman will be advanced to the status of a regular switchman, will assume the 'days off' period under bulletin, and cannot return to the extra board unless there is a switchman junior to him on the extra board."

Note: Rule 17 - Five Day Work Week (E-8) is revised to show specific dates that "days off" will be rebulletined as follows:

"All 'days off' periods shall be open for seniority choice by all regular yardmen twice each year on January 10 and July 10, such reassignment to be made in the same manner as provided for in the original assignments under Section 1(b) 2(b) of the 1972 National Agreement, Document 'A'."

"This rule, applicable at New Orleans Terminal only and as changed above, will remain in effect for a trial period of one (1) year from date, subject to cancellation within sixty (60) days thereafter by ten (10) days' written notice by either party to the other."

Article IV. Handling of Switchmen

A. Regular Switchmen

- (1) Switchmen desiring to exercise their seniority on yard assignments must make their desire known to callers before 2:00 AM on the day they desire to make the change and must place themselves for not less than five (5) days on the assignment or assignments of their choice. This does not restrict switchmen from moving in exercise of seniority except as provided herein.
- (2) Switchmen displaced through no fault of their own must place themselves for not less than five (5) days on an assignment or assignments when they are notified they are displaced. Switchmen displaced while laying off will be notified before 2:00 AM mark-up time in order that they may exercise their seniority.
- (3) Switchmen desiring to exercise their seniority from an assignment working on third shift (between 10:30 PM and 7:59 AM) must notify the caller of their intentions and to which assignment or assignments they desire to be placed within one (1) hour after completing their tour of duty, provided they have sufficient rest to protect the assignment under the Hours of Service Act. This constitutes an exception to the 2:00 AM deadline in Item (1) above.
- (4) Switchmen reporting for their assignment or assignments after laying off will report not later than three (3) hours before starting time of the assignment held for that day, except that switchmen who have been off for more than twenty (20) consecutive calendar days or returning from vacation must report before 2:00 AM on the day they desire to return to service.
- (5) Switchmen desiring to lay off will be required to give at least three (3) hours' notice to the caller at Avondale before starting time of their assignment, except on cases of unavoidable cause.
- (6) A regular switchman may revert to the extra board in the exercise of his seniority, to be effective at next recognized board marking time (2:00 AM), but must remain on the extra board not less than thirty (30) days.

A regular switchman who has reverted to the extra board as provided for in the next above paragraph, upon his return to a regular position will not be permitted to again revert to the extra board as provided for in the next above paragraph until after the expiration of thirty (30) days as a regular switchman.

This does not apply to a switchman forced assigned.

B. Extra Switchmen

As per IGN Agreement. Also see Houston Hub, Article V, Page 175.

Special Agreement #26-- Victoria, Texas

(Abolished by Side Letter #4, Page 181 of Houston Hub Agreement. See Side Letter reproduced below.)

Houston Hub - Side Letter #4

June 11, 1997

(Former SP Trainmen Prior Rights)

This refers to the Merger Implementing Agreement entered into this date, and specifically regarding the one former SP yard assignment at Victoria.

It was agreed that former SP trainmen occupying a Victoria yard assignment will have prior rights to that assignment as long as such assignment continues to operate, and so long as they are able in the normal course of seniority to hold such assignment.

When the Victoria yard assignment is converted to a road switcher/zone local (which the parties agreed may be done) subject SP trainmen will retain prior rights to such assignment as stated above.

If and when such trainmen vacate said assignment either through a voluntary exercise of seniority or through attrition such prior rights will cease to exist.

If the foregoing adequately and accurately describes our agreement in this regard, please do indicate by signing in the space provided for that purpose below.

/s/ L W Parsons, Sr.
/s/ R J Rossi
/s/ C L Crawford
General Chairmen, UTU

Yours truly,
M. A. Hartman
General Director - Labor Relations

Note: There is no Switching Roster in Zone 4 of Houston Hub.

**** Note :** Pages 299 - 317 are excerpts of the former SP Agreements which were imported into this IGN Agreement by agreement between SP General Chairman Robert Rossi and UP Labor Relations Terry Olin. Any portion not included herein was not agreed to by Mr. Rossi and Mr. Olin and are no longer valid or in effect.

**ARTICLE 19
INVESTIGATION AND DISCIPLINE**

(a) No yardman will be suspended or discharged without just and sufficient cause. In case such Yardman be taken out of service he will be given a hearing and decision, rendered in writing, in his case, within five (5) days, and if found guilty and verdict of suspension rendered, it shall be for a given length of time, time of suspension to begin from the time the Yardman is relieved from duty. If found not guilty, he shall be paid for all time lost in his class of service.