

Tentative Agreement Questions for Barstow Employees

Sec 3 D and E “Note”

Q1: Will a ground qualified trainman working in Engine service be able to update their permanent bid sheet?

A: Yes, the employee will be able to update both their engineer and conductor bid sheets.

Q2: How will the ATSF flowback work when an employee who is working in promoted engine service and not forced, wants to take a permanent bid on a trainmen position? Will the Engineer/Trainmen positions be mixed so that you can request a trainman position as 1st and an engineer as 2nd for example?

A: Pending programming, if an engineer wishes to flowback, they would need to blank their engineer bid sheet; and ensure their trainman bid sheet was updated as desired. Then, at the next assignment run time (1100ct for trainmen) if the employee's desired assignment was available (e.g., assignments added on board change day or bulletin closing) the employee would be moved to that assignment. Otherwise, if the employee was otherwise displaced, they could go to ground assignment of their choice at the next assignment run time. All other of the requirements for legal flowback must be met in any scenario.

Sec 3, D-1

If trainmen are on assigned rest days (or days off) of the previous assignment, or layed off, they will be deemed notified upon tie up, upon becoming rested, and/or upon completion of rest days or markup from layoff.

Q: If a job change occurs on the rest day, for example 1100CT Saturday, my job changes and I was assigned to a job that works 0758 Monday thru Friday, what time will notification occur? Will notification occur on Monday morning at 0759 as I was on days off on sat/sun?

A: Pending programming, we believe the employee would be considered notified at 0558 on Monday (assuming a two (2) hour call time) which would have been the call time for the job they were assigned to prior, and therefore what time the employee would have been considered “available” prior to permanent bid.

Sec 3, D-2

Q: In reference to above, what happens when I'm deemed notified and my job changes to a position that is on duty within the same spread of hours, example 0759, 1 minute after notification? Am I required to protect the new assignment without sufficient notification?

A: “Notification” will only occur at 1100 each day – that time was chosen to avoid issues like this with yard positions. For other jobs, the employee would be subject to call after 1100.

Sec 3, E

Q1: Similar question as above, Placement of trainmen when the job selection occurs, will become effective upon completion of rest days. When is the completion of rest days?

A: The time the employee would have been marked up from their rest days, or considered available at the end of their rest day (assignment time minus call time for assignment).

Q2: Do my rest days continue to be observed if I voluntarily check my assignment status by logging into the wf-hub or emulator to check my assignment PRIOR to end of my previously assigned rest days?

A: Yes, you would continue to observe your rest days. As part of the electronic/permanent agreement changes, upon new assignment the system will check to see if an employee is observing rest days (like LRC) and convert the current layoff code to PRD – Previous Rest Day – retaining the same markup date/time. Employees will have the option of marking up early to begin their new assignment if they so choose.

Sec 3, E-4

Q: Can I move from one pool assignment to another within the same pool if there are scheduled rest days associated with the pool?

A: This is defined in each work/rest agreement individually, but generally no. The default 6/3 work rest agreement, for example, it states, “Trainmen assigned to this work/rest pool may not bid to another turn on this pool.”

Q2: In Barstow, if we have board 8 and board 7, how will movements be allowed between road/yard extra boards? Will there be any hold downs or restrictions if movement from 7 to 8 or 8 to 7? Is this considered different classes of service, i.e. Switchmen vs Brakeman?

A: Road/Yard hold downs will continue to be in place as they have in the past.

Sec 3, E-6

Q: If working a scheduled rest day extra board and your turn is reduced on your assigned rest day, will you be required to be IMMEDIATELY assigned to the next highest position on the permanent bid sheet? Or will move be at the end of scheduled rest days?

A: The move would occur at the next job change time, but the job would not be effective until the employee was considered notified at the end of the scheduled rest days (unless the employee voluntarily accepted notification earlier).

Sec 3, F-3

Alternately, a force assigned employee has the right to bid to another assignment, seniority permitting, unless not allowed under existing agreements.

Q: How will this be handled in Barstow Yard? Will a trainmen be able to bid to any other assignment based on their permanent bid sheet while in force assignment?

A: Yes, your bid sheet will still be run as usual when force assigned if allowed under existing agreements, so you could update your bid sheet and exercise seniority the next time bid sheets are run, if your seniority and existing agreements allow.

Sec 5, A-2a

Q1: Will regularly assigned yard employees with a request to work UO be considered available for extra work on the extra board?

A: Requests for regularly assigned employees to step up to foreman/herder assignments and requests for extra board employees to work "off board" will be two separate processes.

Q2: Will there be a separate selection for extra board work request vs UO within the same spread of hours of your regular assignment?

A: As stated above, yes.

Q3: IF there is no differentiation than will a regular assigned yard employee be subject to call and work on other shifts than current assignment?

A: This agreement changes how extra boards fill yard assignments. All other fill steps remained unchanged.

Q4: If employee misses a call for work on other than a UO will they be excluded from any further UO calls for 30 days?

A: No.

Sec 5, A-2b

Q: Explain what a yard extra board employee at overtime is?

A: This is not applicable on the Coastlines.

Sec 5, A- (c, d)

Q: If Barstow has board 7(Needles combo xtra-board), will they be subject to call in yard service for an exhausted board 8?

A: Yes.

Sec 5, A-3a

Q: Will Barstow board 8 extra board employees be subject to call outside of the calling windows if they request extra work, for extra work on board 7 in Barstow? And if the call is outside the calling windows will the employee, even if they have **not** requested extra work be required to accept the call or be subject to EMC?

A: Yes, yard extra board employees will be subject to call for road service at any time. Per Section 3b, the call list of employees who have volunteered for extra work will be utilized first, but if exhausted, the first-out yard extra board employee would be required to accept the call, regardless of time.

Sec 5, D

Q: In Barstow, will the RCO extra board requirement to have a percentage of extra board positions based on current assignments be eliminated, and the carrier will now be able to set the value at any arbitrary number of positions?

A: All percentage requirements will be eliminated, and the extra boards will be staffed with a sufficient number of employees to meet the needs of the business (as they are in most places on the system).

Appendix 1, 3A-2b

Q1: Will Travel days to and from the TTC Kansas training facility be considered as days the meal allowance is payable?

A: No. The agreement states the meal allowance is due for days “at the centralized training center”. The travel stipend provided in 3(A)(2)(a) is intended to pay for travel day expenses.

Q2: Is the meal allowance payable on weekends when the student is not in training, but still staying at the TTC for the next weeks classes?

A: Yes.

Appendix 1, 3B-3

Q: the language in this section states the craft instructor will receive an instructor allowance that is 1.1 times the regular basic day. Is this a typo? The pay will be the **regular basic day PLUS 1.1 times the basic day as an allowance for a total of 2.1 times of the basic daily rate?**

No, this is not a typo; there is a 10% incentive when a craft employee is instructing an OJT employee. For comparison, the current agreement states, “A conductor/foreman instructing an on-the-job trainee will receive \$15.00 in addition to other earnings. A brakeman/helper on a ground crew instructing an on-the-job trainee will receive \$12.00 in addition to other earnings.” In addition, for the former ATSF there is a Q&A that addresses yard/assigned service employees that states:

Q: In reference to the IA payments cited in Appendix 1, Paragraph 3(B)(3), the current ATSF IA payment exceeds 1.1% of the basic daily rate for some service. What adjustment will be made to ensure those craft instructors do not incur a decrease in payment?

A: As a remedy, on former ATSF properties, the fixed rate for craft instructors will be increased to \$40.00 for conductors/foremen and \$35.00 for brakemen/helpers, subject to all future GWIs/COLAs. Craft instructors will be paid a minimum of that rate, or 1.1 times (110% of the regular basic trip rate or basic daily rate), whichever is greater, for each tour of duty that a trainee is assigned to (and working with) the craft instructors for training.

Appendix 1, 4-A

Q: will this change how we currently choose the Training Coordinators? Is there still an agreement in place to have 2 TC's for classes of 10 or more?

A: Yes, currently the craft instructor is chosen by the Superintendent under the Coast Lines New Hire Agreement; this allows for joint selection with the General Chairman. Currently, the agreement does not require two training coordinators for larger classes, and that remains unchanged with this agreement; in any event, classes will have sufficient coordinators to ensure newly hired employees are trained properly.

Tentative Agreement Questions for Needles Employees

1. If an employee is bumped from a pool, and has not exercised their “FOB” option for that trip, will they be able to exercise their FOB option when assigned to a different pool through the permanent bid system?

A: Yes, if FOB is an option in the new pool, the employee may use it.

2. With either option, turn removal or step-up, will trainmen be given the ability to layoff miles, or starts?

A: No. Layoff miles/starts is not available for trainmen.

3. Paid Leave handling “PRE”. The question is will I be pulled off the board at 0001 if I have a scheduled vacation/PLD that starts at 0900 CST. Or would I only be removed “PRE” if my assignment is scheduled to be called between the hours of 0001-0900. Or placed on “PRE” at 0001?

A: You would be pulled off the board at 0001 (minus call time if applicable) for a day that starts at 0900, regardless of when you show to be called.

Also all PLD would also start at 0900 CST?

A: You would be pulled off the board at 0001 (minus call time if applicable) for a day that starts at 0900, regardless of when you show to be called.

Will Immediate PLD layoffs be available still?

A: Yes.

4. TURN REMOVAL / SELF-SUPPORTING POOL

- a. With either turn removal or step-up option, when an employee lays off while on the primary board or active board, will that turn be left on the pool and protected by the extra board?

We are still in discussions with the GCs on this, but our initial thoughts are yes.

- b. Can each pool choose their own option for either turn removal or step-up option? FOR EXAMPLE ONLY – Pool A at Terminal ONE could choose the turn removal option and Pool B at Terminal ONE could choose the step-up option?

Yes.

- c. With either option, turn removal or step-up, will trainmen be given the ability to layoff miles, or starts?

No, trainmen do not have the contractual right to layoff miles/starts.