

To: Timekeepers **CR, AI, DC, Phone, Sr., Jr., Support, & Vac. Relief's**
From: Cliff Johnson, Western Region Director
Date: June 21, 1999
Subject: Portland Zone 1 Timekeeping Synopsis
Memo#: W-FCJ-062199-01

On 6/16/99 the Portland Zone 1 Hub Agreement was implemented. Locations previously governed by the former Oregon & SP West BLE collective bargaining agreement will now be governed by the Idaho BLE agreement. Locations previously governed by the former SP West UTU collective bargaining agreement will now be governed by the Oregon UTU agreement

Although fairly lengthy, I have attempted to provide highlights of the Portland Hub, Idaho BLE, and Oregon UTU agreements, as it relates to timekeeping:

Extra Board Consolidations and Guarantee Rate

Portland: Consolidated UP/SP switchman extra board (XS11)-Oregon Switchman Guarantee SP Portland: Consolidated Cond/Brakeman extra board (XT60)-Oregon 2nd Conductor Guarantee Eugene: Consolidated Cond/Brakeman extra board (XT01)-Oregon 2nd Conductor Guarantee

Extra boards eliminated

Albany: Brakeman extra board abolished 6/16/99.

Extra boards with name changes only

Portland 1st District: Renamed XT11, XB11, & XE11-Oregon 1" Conductor & Idaho Engineer Guarantee
Portland 2nd District: Renamed XT21 & XE21-Oregon 2nd Conductor & Idaho Engineer Guarantee
SP Portland: Renamed XE61-Idaho Engineer Guarantee
Eugene: Renamed XS11 & XE11-Oregon 2nd & Idaho Engineer Guarantee
Seattle: Renamed XK11, XB11, & XE10-Oregon 1" Conductor & Idaho Engineer Guarantee
The Dalles: Renamed XK21-Oregon 2nd Conductor Guarantee
Tacoma: Renamed XE11-Idaho Engineer Guarantee

Extra board which will not change

Hinkle 2nd District XT20 & XE20-Oregon 2nd Conductor & Idaho Engineer Guarantee Eugene
Hostlers; XH01-No Guarantee

Note: Extra engineers at Portland who protect an assignment not principally covered by their extra board will not have those earnings used to offset guarantee. A Form is included for documenting when an engineer is used to protect a second source. You should review this form when calculating guarantee as Ac end of each half.

Pool Operations

At this time, there will be no change in pool operations although they will be renamed to accommodate the new rosters.

ITD/FTD/OT

ITD-Engineers: Begins after 75 minutes in 6/7 day Local Service and 30 minutes in 5 day Local & Through Freight Service. ITD is not payable in TSE, Work Train, or Helper Service.

ITD-Trainmen: Begins after 75 minutes in Local Service & and 30 minutes in Through Freight Service. ITD is not payable in TSE, Work Train, or Helper Service.

FTD-A11 Crafts: Begins after 60 minutes in Local & Through Freight Service. FTD is not payable in TSE, Work Train, or Helper Service.

With OT-Engineers: Only the greater of combined ITD/FTD or Overtime is payable.

With OT-Trainmen: The greater of ITD/OT shall be allowed and FTD is payable until OT begins (on trips where OT is paid, otherwise until tie-up).

25 mile Zone Rule

T&E: Crews will now be permitted to *receive* their train up to 25 miles on the far side of the initial terminal (switching limits). Pay for this service is 4 hours (**code U4**) unless the actual time spent in the zone is greater. *The time spent in the 25-mile zone does not count towards road overtime nor does the mileage traveled inside the 25-mile zone count toward road mileage.* In order to receive compensation for U4, the crew must provide the location they obtained the train and the amount of time spent in the 25-mile zone. .

Note: This rule is not applicable at Hinkle until Zone 2 is implemented. Crews receiving a train from the BNSF at Vancouver is not considered in the 25-mile zone.

Unified Terminals

T&E: Portland will become a unified terminal on 6/16/99. This means that road crews may get or deliver their train to any location inside the terminal (switching limits) without penalty. The switching limits for Portland will be as follows:

Towards Hinkle: M.P. 17
Towards Seattle: M.P. 6.8
Towards Eugene: M.P. 765.01
Tillamook Line: M.P. 741.24

The 20 mile zone (for yard crews performing industrial switching), 25 mile zone (for yard crews performing hours of service relief) and 25 mile zone for road crews running through the terminal is measured from the above milepost locations except towards Hinkle. Use M.P. 12.25 on the Graham Line and M.P. 14.5 on the Kenton Line for Eastward measurements.

Departure Runarounds

T&E: In order for a departure runaround to occur, a crew must depart in other than the order called and be in the same yard, in the same pool, going to the same destination, and have power attached to both trains. All of this information must be provided in the claim. The allowance is 4 hours (code F8) and only one (1) departure runaround is payable regardless of the number that occurred in a single tour of duty.

Overtime

T&E: Pre-11/1/85 employees on *through freight* runs will be paid overtime as follows:

Runs 160 miles or less:	After 8 hours
Runs 161 miles to 199 miles:	OT chart based on 20 MPH
Runs 200 miles or greater	After 10 hours

All **post 10/31/85 employees** on *through freight* runs will be paid overtime based on the 16.25-MPH OT chart.

Local/TSE/Yard service will continue to be paid based on miles run, using the overtime deviser (currently 12.5-MPH) for all crafts regardless of seniority.

Personal Leave Days

Engineers: Personal leave days will commence at time of request, if approved. A PLD will be considered a 24-hour period (versus a calendar day) and mark-ups will be pended. "OK". Pool engineers will now have the option of taking a single PLD or single vacation day (if elected) and holding their turn 1st out if it reaches the top of the board while they are in LV or PL status.

Trainmen: Personal leave days will commence immediately or when the employee stands for service. They must indicate to the crew dispatcher which option they are choosing at time of request.

Yard/Hostlers/TSE's: None. The PLD in lieu of holiday provision is no longer in effect. Employees assigned to holiday covered positions are governed by the National Holiday Agreement.

Call & Release

T&E: If called and released at home, no allowance unless it is between the hours of 10pm and 6am in which case 4 hours is allowed. If released after arriving to work and prior to 4 hours on duty without moving the power, 4 hours is allowed. If released after 4 hours on duty or after moving the power, 8 hours is allowed.

Switchmen/Hostlers: If called and released at home, no allowance is made. If the switchman/hostler reports for work, allow 8 hours.

Meals

Engineers: Pool freight & Helper service will receive \$1.50 (code 903) for not eating enroute. Locals, TSE's (Road Switchers), & Work Trains receive no allowance but will be allowed sufficient time to eat where practical. Yard jobs & Hostlers receive no allowance but will be allowed to eat between 4'3(T & 6' on duty.

Trainmen/Yardmen: Pool freight service will receive \$1.50 (code 903) for not eating enroute. Locals, TSE's (Road Switchers), Helpers & Work Trains receive no allowance but will be allowed sufficient time to eat where practical. Yard jobs & Hostlers receive no allowance but will be allowed to eat between 4'30" & 6" on duty.

Training

Engineers: When required to instruct another engineer (already certified) *in connection with the merger or hub implementation will* receive 1 hour (Code C9) which will not be used to offset extra board guarantee. This allowance should be entered via TKC so that it stands out on a PSG. Engineers who are instructing a "student" will continue to receive the \$14 (yard) and \$28 (road) allowances. Engineers assigned to TE (familiarization) boards will receive the same pay and offsets as an extra board engineer. **Trainmen/Switchmen:** When required to learn the road *in connection with the merger or Hub implementation*, an employee will receive the rate of pay for the trip taken or the rate of their regular assignment, whichever is greater. This does not apply to new hire or conductor promotion rules (See Training Matrix for application). For instructing a student, a crewmember will receive a minimum allowance of \$8 (Code C9) and \$1 for each additional training hour (or fraction thereof) with a maximum of \$12. An engineer does not receive any allowance for having a student trainman/switchman assigned to the job.

HAHT

HAHT is paid continuous after 16 hours for all freight runs in Zone 1. Payment is made as follows:

- Pre-11/1/85 T&E: Until Departure or ITD begins (whichever comes, first) except when OT is paid on the trip, then only until on duty time. When deadheading, until departure.
- Post-10/31/85 T&E: Until on duty time regardless of whether or not employee is deadheading or working.

Until system support is in place, all HAHT will be programmed to end at on duty time. If an employee is due HAHT until departure, they will have to claim the correct amount. When more HAHT is claimed than generated by the system, it will be sent to the review queue.

TSE's

Engineers assigned to Road Switchers/TSE's are **not** entitled to second trip out (F2) however they get a 125 mile guarantee if bulletined for 35 miles or less and a 135 mile guarantee if bulletined for 50 miles.

Pre-11/1/85 **conductors** assigned to Road Switchers/TSE's, except at Bend are entitled to 1' FBY allowance (code R2). This allowance is allowed without explanation but is NOT payable to the brakeman. TSE in Zone 1, at this time, are not guaranteed except the one at Bend which will continue to receive a 31 mile Train crew guarantee and a 35 mile Engineer guarantee.

Misc.

Pre-11/1/85 Switchmen who are required to couple hoses will receive a regular air pay allowance of \$6.55. This allowance can be paid off the TKB by indicating a "V next to Air Pay.

Constructive mileage allowances in the Portland/Seattle and the Portland/Hinkle pools (for those currently eligible) will continue.

Pools will be operated in first in, first out for engineers. Trainmen will remain blueprint order, except Portland/Eugene will also be first in, first out. Employees displacing into a pool will bump the junior person and be placed last out.

Employees with a seniority date prior to 10/1/97 shall be increased to 100% pay. Former SP employees who are at 85% and hired on or after 10/1/97 will be adjusted to the rate applicable under the National Agreement.

UP trainmen who are currently eligible for trip based special allowances (productivity payments) will continue to receive them regardless of whether they are working a prior-righted SP or UP assignment. Former SP trainmen will not receive trip based productivity allowances.

Code M7 off assignment and V6 road/yard violation will no longer be used. Employees who qualify for an off assignment penalty will receive **code E6** and those who qualify for road/yard violation receive **code Y6**. Do not pay any E6 or Y6 payments without consulting with a Supervisor, Manager or myself.

Engineers in Zone 1 may be eligible for a Train Exchange allowance of 1 hour (Code E8) provided the exchange occurs between terminals and the engineer provides the location, time, and train ID. No allowance is payable to trainmen for exchanging trains enroute.

Student engineers will receive \$112.76 (subject to future increases) for each tour of duty and overtime after 48 hours per week (Monday through Sunday). They are guaranteed 6 starts per week. The employee must submit an =PE at the end of each week for their overtime, if any.

Time limit for submitting claims is 60 days for all crafts.

Items, not already addressed, that are **not payable** after implementation:

Handling end of train devices (**code BO**)
Cannonball Air (code J3)
1926/1933 Yard Board Payments (codes Y5&Y#)
\$20 in lieu of lodging (**code Y4**)
Switching (13, **F4, L2**)

Type of Service: Payment Guidelines

Topic:

Zone 1 Trainmen/Switchmen Bi-Monthly Guarantee-Paid Current

Agreements

Effective 7-01-97 (3.5%)

Modified Crew Consist of 12/21/89 (2nd District)

Modified Crew Consist of 7/13/89 (1st District)

Portland Zone 1 Hub Agreement (SP side)

(21 days at 1 -80 car local freight rate if hired on or before 1 -15-92)

	Money	(Per day/Per half);		
<u>Board</u>	<u>GTE</u>	<u>15 day</u>	<u>16 day</u>	<u>13 day</u>
Cond	\$2,706.90	180.46	169.18	208.22

(19 days at 1 -80 car local freight rate if hired 1 /16/92 or later)

	Money	(Per day/Per half)		
<u>Board</u>	<u>GTE</u>	<u>15 day</u>	<u>16 day</u>	<u>13 day</u>
Cond	\$2,449.10	163.7	153.07	1 88.39

(13 days at the yard helper rate)

	Money	(Per day/Per half)		
<u>Board</u>	<u>GTE</u>	<u>15 day</u>	<u>16 day</u>	<u>13 day</u>
Swmn	\$1,783.08	118.87	111.44	137.16

Trainmen will receive credit for guarantee purposes for the day added to or removed from the extra board if marked up on the board for twelve (12) or more hours during said calendar day.

A trainman standing first out who lays off, lays off on call, misses a call or is not available for call will have the guarantee reduced by the amount they would have earned had they not been unavailable, with a minimum of **one (1)** guarantee day.

A trainman who misses a call as a result of the first out employee missing a call, laying off on call or not available for a call or who lays off when other than first out will have his guarantee reduced by **one (1)** day for each 24 hour period or portion thereof.

A trainman laying off on call or missing a call **two (2) times** within a pay period, **or** who is unavailable for more than ninety six (96) combined hours per pay period will forfeit their guarantee for that pay period. The ninety six (96) hours excludes LU (union business) status. However when in LU no guarantee is credited for that day. (note:

This paragraph applicable to all extraboards except on the 1st District)

Leave on the board and count all monies as earnings when in any type of compensated status.

All earnings received by an employee will be used in computing the guarantee except, penalty claims and excessive HAHT (for BRAKEMEN only). **Penalty claims**, i.e. board or departure runarounds do not count against guarantee however payments made to make an employee whole for *loss of earnings* are not penalties and should be counted. In addition, payments provided for by agreement such as used off assignment, call & release, work in 25-mile zone, etc. are not penalties for purposes of calculating guarantee.

When employee is permanently assigned to the extra board and is temporarily assigned to another assignment, he/she is considered still assigned to the guaranteed extra board and any earnings made on the temporary assignment will be applied against the guarantee.

Policy Sheet approved by LR on 6/8/99.