

QUESTIONS & ANSWERS

Article X - Cabooses

Section 1 - Procedures

- Q.1. Under Section 1(a), what is the first day the notice of intent can be served?
- A.1. October 30, 1982.
- Q.2. Is a carrier required to serve one notice covering all classes of service or may it serve separate notices at different times?
- A.2. Carrier may serve an all-encompassing notice or serve separate notices; for example, for yard service, local freight, road switchers and through freight.
- Q.3. Under Section 1(a) what degree of specificity is required in the notice to identify the trains on which cabooses are to be eliminated? For example, may the notice simply provide for elimination of cabooses on all through freight trains between points A and B?
- A.3. The intent of the "specifying, etc." language of Section 1(a) is to clearly advise the General Chairman of which trains the carrier wishes to operate without cabooses (See 4th paragraph of letter agreement) and the notice may simply provide for elimination of cabooses on all through freight trains between points A and B.
- Q.4. If a carrier has no rule requiring cabooses in yard service but has a practice of using a caboose on interchange deliveries, may it now discontinue using such cabooses without serving notice under Section 1?
- A.4. No.
- Q.5. May the carrier immediately commence operating a through freight train of 35 cars or less without a caboose?
- A.5. If cabooses are presently required by rule or practice, procedures of Section 1 must first be followed.
- Q.6. Under Section 1(a), carrier intends to operate without a caboose on Train No. 3, Chicago, Illinois, to the West Coast. Is that one train or 11 trains since that is the number of crew changes involved in Train No. 3's operations?
- A.6. The 25% limitation is based on conductor trips so this would be considered 11 trains. Notice should list trains for each crew listing.

- Q.7. Do the arbitration procedures in Section 1 apply to elimination of cabooses in "all classes of service" as referred to in the third preamble paragraph of Article X?
- A.7. Yes.
- Q.8. Under Section 1(c), may the parties agree to a neutral who is not on the panel or must we take whomever the Mediation Board appoints?
- A.8. In the interest of uniform application of Article X the parties are urged to use neutrals from the panel when available; however, the agreement does not prohibit the parties from agreeing upon a neutral not on the panel. If the parties cannot agree and they request the National Mediation Board to appoint a neutral the Board must appoint a neutral from the panel if available.
- Q.9. Section 1(c): Who pays for the arbitration neutral?
- A.9. The National Mediation Board. Nothing in the agreement prohibits the parties from agreeing to alternate financing arrangements for a neutral.
- Q.10. Is the panel of neutrals referred to in Section 1(d) a single "national" panel, or is each carrier to establish its own panel of neutrals?
- A.10. The panel will be established at the national level.
- Q.11. Section 1(d): Who are the "parties" requesting the neutral under the last sentence of this paragraph?
- A.11. The representative of an individual carrier negotiating the elimination of cabooses and the appropriate General Chairman or General Chairmen of that carrier.
- Q.12. Under Section 1(e), should the neutral be able to cause agreement within thirty days, will such agreement be considered an "arbitrator's decision" as used in paragraph (c) of Section 4?
- A.12. If agreement is reached by the parties during the thirty day period, an arbitrator's decision would not be required.
- Q.13. What are the consequences of a carrier making the 30 day determination under Section 1(e) not to accept elimination of a caboose under the conditions set down by the neutral?
- A.13. Carrier may not remove the caboose and must wait one year before serving another notice pursuant to Section 1(a).

Q.14. What are the consequences of a carrier not making such 30 day determination under Section 1(e)?

A.14. The carrier has accepted the removal of the caboose under the conditions set down by the neutral. However, carrier is under no compulsion to remove the caboose within any time period. Whenever carrier removes the caboose it must comply with the neutral's conditions.

Q.15. What are the consequences of an award denying the right to eliminate a caboose?

A.15. Under Section 6 the carrier may not remove the caboose and cannot serve another notice to eliminate it until there has been a change in operating conditions; e.g., change in signal system, flagging requirements, book of rules, engine seating, etc. There is no time period prescribed in the agreement restricting when such changes can be made.

Q.16. Under Section 1(f), must the Operating Rules be revised prior to commencing negotiations?

A.16. No, but necessary revisions must be made and the employees properly notified before being required to operate trains without cabooses.

Q.17. Does Section 1(f) mean that the General Chairman has to agree to any changes made in operating rules?

A.17. No, but he may challenge whether they adequately meet the guidelines set forth in Section 2.

Q.18. How does a carrier proceed in complying with the requirement relative to operating rules?

A.18. Operating Department officers should review operating rules and any instructions pertaining to train operations and determine what changes are necessary to cover operations without cabooses and effect such changes before operating without cabooses.

Q.19. Does Section 1(f) mean that operating rulebooks must have been reprinted with necessary revisions in place before trains may be operated without cabooses?

A.19. No, only that the employees must have been properly notified of revisions in operating rules and instructions before being required to operate trains without cabooses.

Q.20. Where a carrier has more than one contract with UTU and more than one General Chairman, must it serve notices separately or can one notice be served for the entire railroad?

A.20. The carrier may proceed either way, i.e. by separate notice on each General Chairman for territory under his jurisdiction or jointly on all UTU General Chairmen covering the entire railroad.

Section 2 - Guidelines

- Q.1. Are the factors to be considered (safety, seats on locomotives, etc.) mandatory requirements that must be met before operating without a caboose?
- A.1. Consideration of the factors enumerated in paragraphs (a) through (e) is mandatory in all negotiations and/or arbitrations for the elimination of cabooses.
- Q.2. Under Section 2(b), what was discussed in connection with specifications for seating on a single unit locomotive? Would a fold-down seat with or without arm rest and/or back rest in the locomotive cab constitute "safe, stationary and comfortable seating"?
- A.2. The agreement provision provides that consideration be given to availability of safe, stationary and comfortable seating arrangements. It does not specify the type of seats to be provided. Obviously they must be safe, stationary and comfortable; the type of seat is left for local negotiations and/or arbitration. Reference should be made to any local agreements now applicable to locomotive seats for train crew members.
- Q.3. Under Section 2(e), is it the intent of this provision to require the carrier to modify existing equipment to provide "availability of adequate storage space in the engine consist for employees' gear and work equipment"? Does the word "storage" imply an enclosed compartment such as a locker?
- A.3. It is not necessary to provide an enclosed compartment such as a locker. However, there must be adequate storage space provided for the employees' gear and work equipment.
- Q.4. On certain local freight, road switcher, yard transfer and industrial switching assignments where cabooses are now required, crews normally do not use such cabooses in the performance of their work. If cabooses are eliminated from these assignments, will additional seats be required in the locomotive (single unit) to accommodate all crew members?
- A.4. Availability of safe, stationary and comfortable seating arrangements for all employees on the engine consist is one of the factors to be considered in negotiations and/or arbitration. Whether or not additional seats would be required would depend upon the particular circumstances and is to be determined by agreement of the parties or decision of the arbitrator.

Section 3 - Conditions

Q.1. Under Section 3(b), what is meant by "extended periods of time"?

A.1. This term is not defined. The prudent rule of reason must apply.

Q.2. Under Section 3(c), does this provision preclude an arbitrator from deciding that cabooses can be eliminated from trains of more than 35 cars where normally required to provide rear end flagging protection?

A.2. Yes, however, cabooses can be eliminated under such conditions by agreement.

Q.3. Under Section 3(d), what yard stick would be used to measure "extended distances"?

A.3. This term is not defined. The prudent rule of reason must apply.

Q.4. Where additional seating accommodations are provided on a unit of a locomotive consist having two or more cabs equipped with seats, must this unit also be properly cleaned and supplied?

A.4. Yes.

Q.5. Where additional seating accommodations are provided in one of the trailing units of a locomotive consist, must employee exposure to excessive exhaust fumes be considered a safety factor under the guidelines?

A.5. Yes.

Section 4 - Through Freight Service

Q.1. Will trips in interdivisional service which span two or more seniority districts but which constitute a single tour of duty for the conductor count as one trip in arriving at the number of 1981 trips?

A.1. Yes.

Section 7 - Penalty

- Q.1. Is the penalty payable to all train crew members or just those employees normally riding on the caboose, even though the carrier has property awards paying the Conductor and Flagman only?
- A.1. All train crew members.
- Q.2. Is it necessary to provide "adequate storage space," additional seating, and so forth on a single unit locomotive when operating without a caboose in a penalty situation?
- A.2. If operating without a caboose is a violation of the agreement, the penalty is two hours, regardless of the violation; however, the carrier should not disregard the conditions outlined in the arbitrator's award granting the right to operate without a caboose, particularly with respect to safety factors.