

ARTICLE 27

ARTICLE 27 INVESTIGATIONS AND PROCEDURE

INVESTIGATING PROCEDURE

- a. No switchman will be dismissed or sustain an entry upon his service record until after a fair and impartial investigation has been held, except switchmen may waive investigation and accept responsibility and discipline in the form of an entry on their service record or temporary suspension not to exceed thirty calendar days. In case of suspension, waiver of investigation will specify period of suspension.
- b. All investigations will be held promptly, and if the presence of an employee is desired he will be notified in writing or by telegraph of the date, hour, place and purpose of the investigation and he will be forty-eight (48) hours if necessary from receipt of notice in which to arrange for representation.
- c. The investigation date will not be set later than ten (10) days from the date of an accident or alleged violation of operating rules except that personal cases will be subject to the ten (10) day limit from the date information is obtained.
- d. At the investigation the employee may present witnesses in his behalf and may be assisted by one or more duly accredited representatives or an employee of his choice. Employees attending investigations may hear all testimony offered and they and their representatives will be offered opportunity to question witnesses after the investigating officer has concluded his interrogation of the witness. All testimony will be entered verbatim into the record of the case and a copy of the record will be supplied Local or General Chairman upon request.
- e. Decision shall be rendered within thirty (30) days following the investigation and written notice will be given each employee to whom discipline is assessed and the employee will receipt for same. The right of any employee to appeal from the decision of the Company through regular channels is conceded.
- f. Switchmen required by the Carrier to attend investigations, when not found at fault, will be paid:
 1. If investigation is conducted continuous with completion of the working shift or is started not to exceed one (1) hour after completion of shift, or is started not to exceed one (1) hour in advance of the starting time of shift, work and time in attendance at investigation shall be combined and paid for on continuous time at pro rata rate of pay.
 2. If investigation is conducted during work shift, no additional payment will be made for attending investigation.

ARTICLE 27 (cont.)

3. If investigation is not held as outlined in Item 1 & 2 hereof, switchmen not found at fault will be paid of actual time so held with a minimum of four hours at pro rata rate, this time to commence on arrival at place where investigation is to be held and to continue until released.
4. If switchman is unable to work the same day because of attendance at investigation, and it is an assigned working day for him, no compensation will be allowed under this rule but will receive pay for time lost, if not found at fault.

Note: Provisions of this paragraph (f) are not applicable (1) to switchman attending investigation held because of a complaint made by one employee against another, or (2) to switchman desired by employees as their witnesses under paragraph (b) of this Article 27 unless in advance of or during the investigation, it is determined that the witness has information essential to the matter under investigation.

- g. If the decision as rendered by the Company is not satisfactory, the right of appeal from local to general officers will be duly recognized, and shall be governed by the Time Limit Rule involving discipline matters, as follows:

- #1.
 - A. When discipline has been assessed as a result of a formal investigation and the decision as rendered by the Company is not satisfactory to the employee, an appeal may be taken from that decision. The affected employee or his representative must make the appeal in writing to the Superintendent within sixty (60) days from the date of advice of the assessment of discipline to the employee.
 - B. If the appeal is to be denied by the Superintendent, he must within thirty (30) days from date of such appeal, notify the employee and his representative, in writing, the appeal is denied.
 - C. If the decision is not satisfactory to the affected employee or his representative, a request for conference may be initiated within thirty (30) days from the date of the decision of the Superintendent or appeal the claim within sixty (60) days to the General Manager who is the Carrier's highest officer of appeal for cases involving discipline.
 - D.
 1. When a conference is held with the Superintendent, the sixty (60) day period for appeal to the General Manager will start running as of the date the Superintendent advises the employee and his representative in writing, the result of the conference.
 2. If the appeal is to be denied by the General Manager, he must notify the General Chairman, in writing, within sixty (60) days of the date of the appeal, giving the reasons for such declination.

ARTICLE 27 (cont.)

3. Decision by the General Manager shall be final and binding unless within eighteen (18) months from the date of said officer's written decision such claim is disposed of on the property or proceedings for the final disposition of the claim are instituted by the employee or his duly authorized representative and such officer is so notified. It is understood, however, that the parties may, by agreement, in any particular case, extend the eighteen (18) month period herein referred to.
4. If the decision of the General Manager is not satisfactory, the General Chairman must request a conference with respect to the specific claim within the eighteen (18) month period referred to in

Paragraph 3. If the General Chairman requests in writing a conference within sixty (60) days of the date of the written decision of the General Manager, the eighteen (18) month period shall not commence until the date of the written decision of the General Manager following such conference.

5. With respect to appeals involving an employee held out of service in discipline cases, the original notice of request for reinstatement with pay for time lost shall be sufficient.
6. If there is a failure to comply with the time limit provision of this agreement by either party, the matter shall be considered closed, and settled accordingly, but this shall not be considered as a precedent or waiver of the contentions of either party for the handling of other similar discipline cases.
7. This agreement will not apply to requests for reinstatement on a leniency basis.
8. This agreement shall supersede all prior agreements, understandings or practices with respect to progression of claims and/or appeals involving matters of discipline.

(From Memorandum of Agreement dated April 13, 1977.)

- h. If the final decision decrees that charges against the yardman were not sustained, the record shall be cleared of the charge; if the final decision decrees that the yardman was unjustly dismissed after the investigation, he shall be reinstated and paid for all time lost.
- i. No yardman dismissed from the service will be reinstated after being out of service six months from date of dismissal unless such action is concurred in by the United Transportation Union.