

Outline of time limits on Discipline Claims for Road Employees

1. Investigations will be held promptly but in any event not later than thirty (30) days from the date of occurrence of the incident.
2. An employee disciplined as a result of a formal investigation shall be informed of that fact within thirty (30) days after the investigation is completed.
3. 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 (*General Manager*) within sixty (60) days from the date of advice of the assessment of discipline to the employee.
4. If the appeal is to be denied by the Superintendent (*General Manager*), he must within thirty (30) days from date of such appeal, notify the employee and his representative, in writing, the appeal is denied.
5. 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 (this is not mandatory / to the *General Manager*) or proceed directly to step 7.
6. When/if a conference is held with the Superintendent (*General Manager*), the sixty (60) day period for appeal to the General Manager (*Labor Relations*) will start running as of the date the Superintendent (*General Manager*) advises the employee and his representative in writing, the result of the conference.
7. Send to General Chairman's office for appeal to Labor Relations: cases should be appealed immediately to the General Chairman's office. This appeal must be within sixty (60) days from the date of the Superintendent's (*General Manager's*) decline letter, or if a conference was held, within sixty (60) days of the Superintendent's (*General Manager's*) letter advising the results of the conference.
8. If the appeal is to be denied by the General Manager (*Labor Relations*), he must notify the General Chairman, in writing within sixty (60) days of the date of the appeal, giving the reasons for such declination.
9. If the decision of the General Manager (*Labor Relations*) is not satisfactory, the General Chairman must request a conference with respect to the specific claim within 18 months of the General Manger's (*Labor Relation's*) decline letter.

Cases appealed to the General Chairman's Office (step 7 above), the following items are necessary for further appeal:

- **Investigation notice**
- **All correspondence regarding postponements**
- **Transcript (including Exhibits)**
- **Letter assessing Discipline**
- **Your appeal to the Superintendent (General Manager)**
- **Superintendent's (General Manager's) Response (Declination)**

ARTICLE 25
INVESTIGATIONS AND DISCIPLINE

- (a-1) A conductor shall not be dismissed from the service of the Company or otherwise disciplined without a formal investigation unless such conductor shall accept discipline by record in writing and waive formal investigation. A conductor may be suspended pending formal investigation in cases of serious misconduct.

Investigations will be held promptly, but in any event not later than thirty (30) days from the date the Carrier has knowledge of the incident to be investigated, except when the conductor, his representative or a material witness is unable to attend the investigation because of sickness or injury or the conductor involved is in custody; the investigation may be deferred until such time as the conductor, his representative or the material witness is able to attend.

In cases involving theft or immoral conduct, the time limit provisions of this Article will not apply.

- (a-2) A brakeman shall not be dismissed from the service of the Company or otherwise disciplined without a formal investigation unless such brakeman shall accept discipline by record in writing and waive formal investigation.

Investigations will be held promptly but in any event not later than thirty (30) days from the date of occurrence of the incident to be investigated, except when the brakeman, his representative or a material witness is unable to attend an investigation because of sickness or injury or the principal is in custody, the investigation may be deferred until such time as the brakeman, his representative or material witness is able to attend the investigation.

In cases involving theft or immoral conduct, the time limit provisions of this Article will not apply; however, the most recent case, coming to Management's attention, will form the charge for the investigation.

Pending formal investigation, a brakeman may be suspended in instances when, if permitted to work, it is apparent that he would be a hazard to himself or his fellow employees.

- (b-1) The investigation shall be conducted by an official of the Company, and the conductor whose case is to be investigated may be represented at such investigation by one or more employees of his choice, only one of whom may interrogate witnesses.

The conductor or his representative will be furnished a copy of the notes of the investigation.

- (b-2) The investigation shall be conducted by an official of the Company, and the brakeman whose case is to be investigated may be assisted at such investigation by one or more employees of his choice, only one of whom may interrogate witnesses.

- (c-1) If any witness remains present at any investigation, any other witness or witnesses desiring to do so may also remain present. No one except Company officials, representatives of employees under investigation, and representatives of the Interstate Commerce Commission or state railroad commissions or state corporation commissions will be permitted to interrogate any conductor involved or any witness or otherwise take part in the investigation.
- (c-2) Prior to the investigation the brakeman or brakemen involved will be notified of the charges or of the case to be investigated sufficiently in advance of the time set for investigation to allow reasonable opportunity to secure the presence of necessary witnesses and representatives. In fixing hours at which investigation shall be held, due consideration of the need for rest by brakemen will be given by the Company's officers.
- (d-1) Prior to the investigation, the conductor or conductors involved will be notified of the charges or of the case to be investigated sufficiently in advance of the time and date set for the investigation to allow reasonable opportunity to secure the presence of necessary witnesses and representatives. In fixing hours at which time investigation is to be held, due consideration with a need for rest by conductors will be given by the Company's officers.
- (d-2) Unless otherwise agreed to, all brakemen involved in an investigation shall be present thereat. All witnesses shall, after giving testimony, remain during the continuance of the investigation, unless excused. No one except Company officials, representatives of employees under investigation, and representatives of the Interstate Commerce Commission or state railroad commissions or state corporation commissions will be permitted to interrogate any brakeman involved or any witness or otherwise take part in the investigation.
- (e) Formal investigation(s) will not be scheduled account of a personal injury(s) of an employee(s) unless the Carrier's normal preliminary investigation develops a substantial reason to believe that a violation of a specific operating or safety rule may have occurred which caused such injury. Discipline will not be assessed unless the Carrier proves at the investigation a clear violation of a specific rule by the individual. This does not modify or abrogate the employee's right to accept discipline by record in writing and waive formal investigation.
- (f) An employee disciplined as a result of formal investigation shall be informed of that fact within thirty (30) days after the investigation is completed, unless a longer time limit is mutually agreed to in specific cases.
- (g) If the decision 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 covering discipline. **(See Appendix 41)**

- (h) If the final decision decrees that the charges against the employee(s) were not sustained, the record shall be cleared of the charges; if the final decision decrees that the employee(s) was unjustly dismissed after the investigation, he shall be reinstated and paid for all time lost.
- (i) No employee dismissed from the service shall be reinstated after being out of service six (6) months from the date of dismissal unless such action has the concurrence of the UTU/C/T.
- (j) The following is agreed to as a principle to govern for employees required to attend formal investigations by the Company:
- (k) Except as provided in Section (n) hereof, employees disciplined shall not be compensated for attending investigations unless discipline is found to be unjust and cancelled.
- (l) Employees not disciplined, and who are required by the Company to deadhead to or from the point where an investigation is held, will be compensated for loss of earnings or for deadheading, whichever is the greater.
- (m) Employees who attend investigations at the request of the Company and not disciplined and who suffer no loss in earnings as a result of such attendance, will be paid on the minute basis at one-eighth (1/8th) of the daily rate applicable to the last service performed, for the actual time required to be in attendance at the investigation, the time to be computed from the time required to report for the investigation until released therefrom with a minimum of three (3) hours.
- (n) Employees disciplined by reprimand or demerit marks only, and who are required to deadhead to or from the place where the investigation is held, shall be compensated for the actual miles so deadheaded at the applicable deadhead rate.
- (o) Loss of earnings as provided in Section (l) shall be determined on the following bases for employees covered by this agreement:
- (p) If assigned to regular runs, lost earnings shall be the earnings of their assignment on days not permitted to work thereon.
- (q) When all members of a chain gang or pool crew are required to attend a formal investigation, and their turn becomes first out and is due to depart while they are not available, the crew shall be marked at the bottom of the board and the following crew used. If the crew held for investigation becomes available and is called for service before the crew used in its stead returns, lost earnings shall be the equivalent of the payment for the initial one-way trip made by the substitute crew; if the substitute crew returns to the terminal before the crew held for the investigation has been called for service, lost earnings shall be equivalent to the earnings of the substitute crew.

- (r) If only one or two members of a chain gang or pool crew are required to attend a formal investigation, and the turn is ordered, it will be run in its turn; members of the crew held shall be paid the earnings of the turn.
- (s) Employees assigned to the extra board, required to attend a formal investigation and who become first out during the time they are held for the investigation, shall be marked at the foot of the extra board and paid a minimum day at the freight or passenger rate according to whether assigned to freight or passenger extra board, for each calendar day or portion thereof held for investigation.
- (t) Brakemen eligible for emergency service in higher grades shall not be available therefor while attending investigations or awaiting return of their turn, and lost earnings shall be calculated solely as provided herein.

APPENDIX NO. 41

MEMORANDUM OF AGREEMENT between The Atchison, Topeka and Santa Fe Railway Company, Eastern and Western Lines (excluding Northern and Southern Divisions) and its employees represented by the United Transportation Union, Conductors', Trainmen's and Yardmen's Committee.

IT IS AGREED:

In the handling of appeals involving discipline matters, the following shall govern:

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 (*General Manager*) 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 (*General Manager*), 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 (*General Manager*) or appeal the claim within sixty (60) days to the General Manager (*Labor Relations*) who is the Carrier's highest officer of appeal for cases involving discipline.
- (d) When a conference is held with the Superintendent (*General Manager*), the sixty (60) day period for appeal to the General Manager (*Labor Relations*) will start running as of the date the Superintendent (*General Manager*) 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 (*Labor Relations*), he must notify the General Chairman, in writing, within sixty (60) days of the date of the appeal, giving the reasons for such declination.
3. Decision by the General Manager (*Labor Relations*) 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 (*Labor Relations*) 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 (*Labor Relations*), the eighteen (18) month period shall not commence until the date of the written decision of the General Manager (*Labor Relations*) 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.

This agreement will become effective May 1, 1977 and shall remain in effect subject to change under provisions of the Railway Labor Act, as amended.