

Good one

## **Elimination of Caboose**

*November 8, 2004*

This week's field communications message addresses the elimination of cabooses and what we call "HO" payments.

Years ago, the caboose served primarily as the train crew's living quarters. The crew would operate their train to the away-from-home terminal and then use their assigned caboose as their away-from-home terminal lodging.

During the early 1970s, railroad management and labor agreed to "pool" the cabooses, so there were no more assigned cabooses and instead of the crew staying in the caboose at the away terminal, the railroads agreed to, among other things, provide lodging for our employees as well as meal allowances.

Concurrent with technological changes such as hotbox and dragging equipment detectors and the development of end-of-train devices, we gradually eliminated the remaining conditions that required the use of a caboose and crew members on the rear of the train.

In 1982, the railroads and unions reached agreement on the elimination of cabooses through attrition. The 1982 National Agreement provides certain safeguards for the employees affected by caboose elimination. Issues such as locomotive seating, lockers, train length and certain operational processes were discussed and ultimately resolved by agreement or the arbitration provisions contained in the National Agreement. All of the arbitrated decisions are referred to as awards of the 419 Board.

One specific issue addressed by the 419 Board involved requiring employees to hang onto the side of a car in order to protect a move where they otherwise would have ridden in or on the caboose. Board 419 found that the railroads could not require employees to hang onto the side of a car for an extended distance where they otherwise would have used the eliminated caboose. Extended distance was ultimately determined to be more than one mile. In the event the railroad requires an employee to hang onto the side of a car for more than one mile during a move that would have previously required an employee to ride in or on the caboose, Board 419 found the appropriate payment to be two hours. This is the origin of what we call "HO" payments, and we spend about one million dollars a year on these payments.

For those of you in the field, there are ways to avoid "HO" payments. If an employee rides on a "shove car," or "shoving platform," so the employee does not have to actually hang onto the side of a car, we don't have to pay the two-hour payment. Also, we don't have to pay the two-hour payment in situations where a caboose would not have been used prior to the 1982 National Agreement. For example, we have seen cases where yard crews claim the two-hour payment when they move a large cut of cars from one yard track to another. Since they would not have utilized a caboose to make this type of move prior to the 1982 National Agreement, the two-hour payment is not payable.

The same is true when a crew shoves an extended distance to a stub track. The crew would not have been able to use a caboose to protect the move prior to 1982, so the two-hour "HO" payment is not payable.

In conclusion, in order for the employee's claim of the two-hour HO payment to be valid, the employee must actually hang onto the side of a car, and the move must be such that we would have used a caboose to make the move prior to the elimination of cabooses.

Please let us know if you have any questions about "HO" payments and what's payable and what's not.